

PACT BECTU Cinema Agreement 2014

PACT BECTU FREELANCE PRODUCTION AGREEMENT

Effective from 1st ???? 2014

This is the Pact/Bectu Freelance Production Agreement for the engagement of crew on Theatrical Release Feature Film productions. This agreement sets out the terms and conditions for work in respect of hours, breaks, holidays etc.

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[TO BE CHECKED IN FINAL VERSION]

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1 PREAMBLE

This agreement is made on 1 ??? 2014 between, on the one part, the Broadcasting, Entertainment, Cinematograph & Theatre Union (BECTU), whose registered office is 373-377 Clapham Road, London SW9 9BT and on the other part the Producers Alliance for Cinema and Television (PACT) whose registered office is 3rd. Floor, Fitzrovia House, 153-157 Cleveland Street, London W1T 6QW. The text of this agreement refers to a person engaged under the terms of this agreement as the Individual, and to the individual person or company engaging persons under the terms of this agreement as the Producer.

The purpose of this agreement is to regulate relations between producers and individuals engaged in the UK film-making industry, to optimise the number of productions and job opportunities and monitor working conditions.

Pact and BECTU pledge to use their best endeavours to ensure this agreement is honoured and maintained by members.

2 RECOGNITION

2.1 PACT and the Producer agree to recognise BECTU for the purposes of collective bargaining on pay and other conditions of engagement for those engaged to work on feature films in the capacities listed in the Authorised Rate Cards attached to this agreement.

2.2 OBLIGATIONS OF RECOGNITION

For the purposes of this section 2, PACT refers to PACT and the Producer, and BECTU refers to the Union, its members and other Individuals engaged under the terms of this agreement.

BECTU, its members and other Individuals engaged under the terms of this agreement agree to recognise PACT for the same purposes.

3 SOLVING PROBLEMS

3.1

Both PACT and BECTU shall submit any differences or disputes in relation to engagements under this agreement in accordance with the Disputes Procedure (section [14]) in a timely manner, and agree to use this procedure and no other until that procedure is exhausted.

3.2 Pre-Production Procedures

The Producer shall provide such information about the production as agreed from time to time between PACT and BECTU to allow for good faith determination of the appropriate budget band of the feature film.

Such information may be provided to Pact by providing copies of letters and/or documentation as follows:

1. Confirmation of the bonded budget (excluding contractual charges: bond and contingency);
2. Budget level for the purposes of the low budget provisions under the Pact-Equity cinema agreement
3. The written opinion of a recognized auditor advising on the tax credit applicable to the production;
4. Confirmation of the budget level/band from the insurers to the production
5. Any other reasonable third party opinion on the budget level and/or band

3.3 Co-operation & Procedural Arrangements

It is accepted and understood that 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 Individuals 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 Individuals 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.

3.4 Providing information

The Producer shall make available copies of this agreement to Individuals engaged under its terms.

4 CONFIDENTIALITY

BECTU, its officials (when visiting productions), its members and Individuals engaged under the terms of this agreement agree not to divulge or share with any person trade secrets or information that is reasonably considered as being confidential in nature or which is obtained as a result of their engagement and/or in connection with the work they are engaged to perform or that could be regarded as confidential or imparted in circumstances giving rise to an obligation of confidentiality.

5 COPYRIGHT

An Individual engaged by the Producer shall grant all necessary rights and consents as the Producer may reasonably require under the Copyright, Designs & Patents Act 1988.

6 WAYS OF ENGAGING AND PAYING INDIVIDUALS

Individuals may be hired on Fixed Term Engagements, Open Ended Engagements or a combination of the two.

6.1 Fixed Term Engagements

Individuals may be hired on an engagement to work a specified number of weeks and/or days. 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 clause 6.4. Payment in lieu of notice shall be for one week or the remainder of the contract, whichever is less.

Daily engagements: Where daily hires are not confirmed by 3pm the day before commencement, the Individual is deemed to have not been hired and can accept other work.

6.2 Open-Ended Engagements

Individuals are hired to work from a specified start day until the contract is terminated either on one week's notice by either party or without notice in accordance with the provisions of clause 6.4.

6.3 Letters of Engagement

Where possible, the Producer shall issue the Individual with a letter of engagement on or before the first day of the engagement. Failing this the Producer shall issue the Individual with a written memorandum (which can be by email) on or before the first day of the engagement which shall include:

- * Name of Employer
- * Name of the Individual/loan out company (if applicable)
- * Grade or job title
- * Start date of engagement
- * Base (and whether any changes foreseen to Base)
- * Whether engagement is for number of weeks/days or whether it is an Open Ended Engagement
- * Basic rate of pay excluding holiday pay
- * Overtime rate
- * Holiday entitlement (days)
- * Start date of the Pay Week
- * Number of guaranteed hours of work to which the basic rate of pay refers
- * That the terms and conditions of the contract shall comply with all the terms of the PACT/BECTU Agreement
- * Treatment of Public Holidays (whether these shall be UK or local holidays on Overseas Location(s))

Thereafter the Producer shall issue the Individual with a letter 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 letter of engagement should only be delayed beyond this period in the most exceptional circumstances. The financial terms of the letter of engagement should be no less favourable than the terms of any memorandum.

It is understood and agreed that the Individual's letter of engagement may address some of the matters also provided for in this agreement. The terms of the Individual's letter of engagement shall take precedence provided that this does not conflict with or undermine the financial terms provided for under this agreement.,.

6.4 Misconduct

In the event of gross misconduct on the part of the Individual, or a material breach of contract (including but not a limited to a breach of confidentiality) the Producer may summarily terminate any engagement made under the terms of this agreement. The Producer will not be subject to any financial liability, beyond that of payments due in respect of work done up to the time the engagement is ended. If the Individual considers the dismissal to be unfair or wrongful, he/she has the right to seek redress through the Disputes Procedure (Section [14]), during which time the Individual shall be suspended without pay pending the exhaustion of this procedure.

6.5 Payment

Where an Individual is hired on a weekly basis, 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 letter of engagement (where issued), the Producer agrees to pay sums owing to the Individual as follows:

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 a valid and undisputed written evidence of sums claimed. Where the pay frequency varies from payment one week in arrears, the Producer shall promptly advise Individuals of the frequency that applies.

Schedule D/loan-out company engagements:

Payment will be made as soon as possible on receipt by the Producer of a valid and undisputed invoice from the Individual or the loan out company contracted to provide an individual's services.

7 SCHEDULING

7.1 Principles governing scheduling

7.1.1 Individual schedules

- (a) All references to scheduling in this agreement apply to an Individual's schedule of working hours, not to a schedule of shooting hours. When scheduling, Producers 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 any Base and location.
- (b) Producers shall endeavour to give individuals the rest and other breaks set out in this agreement. It is understood between Producers and crew that there may be occasions where due to matters such as but not limited to access to facilities, talent, weather, labour and where there is a need for continuity of service or production, breach of rest breaks is unavoidable. In such cases, Producers shall endeavor to ensure that Individuals receive appropriate rest at the earliest available opportunity and that breached rest periods are taken into account when scheduling periods of work.

7.1.2 Guaranteed Day

The guaranteed day shall be for no less than 8 hours excluding meal breaks. However, in the case of grade one (1), the minimum daily call shall be for no less than 10 hours excluding meal breaks.

7.1.3 Guaranteed Week

A guaranteed week shall be for no less than 40 hours excluding meal breaks. However, in the case of grade one (1), the minimum weekly call shall be for no less than 50 hours excluding meal breaks.

7.2 Overtime

Overtime hours may be contracted in advance by a Producer and shall be paid at the overtime rate (subject to the applicable overtime cap) on daily contracts where more than 8 hours of work is performed and on weekly contracts where more than 40 hours of work is performed. Where not contracted in advance, overtime hours worked shall only be paid where requested or approved in advance by the Producer or the Producer's nominated representative.

Overtime shall be paid in 15 minute increments and shall be subject to any applicable overtime cap (as set out below).

An Individual's overtime rate shall be:

- (a) on weekly engagements: 1.5T of the hourly rate paid according to their hourly rate for working a guaranteed 40 hour week (whether individually negotiated or the rates shown in the appropriate rate card);
- (b) on daily engagements 1.5T of the hourly rate paid according to their hourly rate for working a guaranteed 8 hour day (calculation as being 1/5 of the guaranteed 40 hour rate whether individually negotiated or the rates shown in the appropriate rate card); and
- (c) in both (a) and (b) above subject to a cap (the "overtime cap") which is equal to the hourly overtime rate (based on the guaranteed 40 hour rate) payable for Grade 19 of the relevant rate card.

7.2.1 Grace Period

At the end of a scheduled working period, the goodwill of the crew may be called upon to complete a set-up that has already been started up to a maximum of 15 minutes for no additional payment.

7.2.2 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 7.2.

7.2.3 Early Call (daily engagements only)

Where an individual engaged on a daily contract is not required to work more than 8 hours in that day, hours worked before 0700, shall be paid at the individual's overtime rate.

7.3 Standard Day Schedules

Each of the following options will be paid at 11 hours.

12hr day:

A working day of 11 working hours with one hour unpaid meal break.

10.5hr Semi Continuous Day:

A 10.5hour day scheduled as 10 hours work with a thirty minute paid meal break.

CWD:

A CWD shall be 10 working hours 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 the Individual within their department.

7.3.1 Work on 7th consecutive day:

Where an Individual works all 7 days within a contractual Pay Week, the Individual will be paid at double their daily contract rate for all hours worked on the 7th day subject to any applicable overtime cap.

7.4 Night Work

Any period of shooting scheduled to finish after midnight shall constitute Night Work and shall be compensated as below. Shooting finishing after midnight but not scheduled as such (for example due to overtime) does not constitute Night Work.

(a) The payment below shall be made at the end of 5 consecutive periods of Night Work:

Rate card	Payment	Budget
1	£100	£40 mill+
2	£100	£30-40 mill
3	£80	£20-30 mill
4	£80	£10-20 mill
5	£60	£6-10 mill
6	£60	£3-6 mill
7	£50	£1.5-3 mill
8	£50	£1-1.5 mill
Micro	£25	Under £1 mill

(b) At the end of each block of Night Work (regardless of duration), each Individual shall be paid a Turnaround Period of 8 hours at single time, which can be used for travel provided no less than 11 hours rest is provided between the end of Night Work and commencement of travel and the end of the period of travel and the beginning of the next working period. Payment for

travel time (as set out in Clause 8.2.B) will not apply where travel takes place on a day during which payment is made for a Turnaround Period.

7.5 Scheduled Rest Period

- (a) The scheduled break between an individual's working periods shall be no less than 11 hours.
- (b) The schedule for each 7 day period shall normally include at least one scheduled rest day. The scheduling of rest days at intervals of more than 7 days should only occur where circumstances render such scheduling the only reasonable and necessary option. In such circumstances no less than two rest days shall be scheduled within a two week period
- (c) Where there is a breach of scheduled rest periods Producers retain the right to amend the working schedule where required in the interests of production subject to making any infringement payments.
- (d) Each hour worked in breach of a scheduled rest period will be paid at the individual's overtime rate subject to the appropriate cap.
- (e) An Individual's entitlement to payment for a Turnaround Period is separate to the entitlement to rest in accordance with the provisions of this Clause 7.5 (Scheduled Rest Period)

7.6 Bank Holidays

- (a) Where a Bank or Public Holiday falls within a week for which an Individual has been engaged that holiday shall be paid at the Individual's daily contract rate and the Producer may credit that day as paid leave against the Individual's holiday entitlement.
- (b) Where the Individual is required to work on the Bank or Public Holiday, in addition to the payment set out in sub-clause (a) above, they shall receive payment at their daily contract rate. If overtime is worked, it shall be paid in accordance with the provisions of Clause 7.2 (Overtime).
- (c) A public holiday in any country (including United Kingdom Bank Holidays and local public holidays in an Overseas Location) may only be considered as a Bank or Public holiday for the purposes of this clause where an Individual is working in that place at the time the holiday occurs. In such case, the Producer must elect to follow the bank or public holidays of either the UK or the Overseas Location and shall not be permitted to change this election while work continues in that country. However, the Producer may make a different election in respect of the treatment of bank and public holidays where during the course of shooting the unit moves from overseas location to another or returns to the UK, as applicable.

8 TRAVEL

8.1. Definitions

- (a) Base is the work place where an individual will predominantly carry out their duties as designated in the letter of engagement or memorandum. Unless otherwise designated, Base shall be deemed to be the production base.

A Producer may nominate a different base for an individual during the preproduction and production periods.

A Producer can nominate more than one base for the purposes of production provided that any subsequent base nominated is a recognised studio for the purposes of an individual working at that studio.

- (b) A Resident Location is a place of work over 50 road miles from Base where an Individual cannot be expected to travel each day between Base and that place.
Overnight Accommodation: Producers shall take into account whether it is appropriate to offer overnight accommodation to an individual giving due consideration to matters such as any

request for overnight accommodation made by the individual, the length of that individual's work day, the travel time between the location and Base and the call time of that individual's next period of work. Where provided, such overnight accommodation shall be treated as Base for the purposes of travel and Clause [8.2] will apply.

- (c) An Overseas Location is a place that is situated outside the United Kingdom and where the individual cannot be expected to return to their Base each day.

8.2 Travel Provisions

- (a) No payments will be made for time spent or costs associated with travelling from:

An individual's home to and from:

- i) Base; or
- ii) any place within 30 road miles of Base

- (b) Payment for Travel: if travel takes place for the purposes of work to a place more than 30 road miles from Base (or place at which overnight accommodation is provided where Clause 8.1 (b) applies), time spent travelling from the 30 mile point to the place of work shall be compensated at single time or form part of the working day. Travel time assumes normal road traffic and weather conditions.

[URL link]

Transport from Base to any location is the Producer's responsibility, as is transport to the place of work from an Individual's accommodation on any Resident or Overseas location. This responsibility can be met either by the provision of appropriate transport, or, in cases where suitable public transport is used, by the repayment of the costs incurred by the Individual, subject to prior agreement between the Individual and the Producer.

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 transport mileage costs will not be paid.

[URL link]

- (c) Travel on scheduled rest days: Where an Individual elects to return home on a scheduled rest day when working at a Resident/Overseas Location, time and costs spent travelling will not be paid.
- (d) Travel on non-shooting days: Where required by the Producer, time spent travelling on a non-shooting day to, from or between a Resident and/or Overseas Location will be paid for at single time subject to a minimum of eight hour.

8.3. RESIDENT & OVERSEAS LOCATIONS: Out of Pocket Expenses

When working on a Resident or Overseas Location, the Producer will meet the actual and reasonable costs of pre-approved internet access where required for the purposes of work and will be subject to local agreement.

The Producer will meet net mobile phone charges where incurred in connection with pre-approved work related calls on Overseas Locations: this may be done by provision of a local phone or card.

Where the producer arranges for the provision of meals, makes arrangements for communication with crew and/or provides access to communications for the purposes of work and/or laundry, there will be no reimbursement of costs unless otherwise agreed in advance with the Producer. The payment for and/or reimbursement of out of pocket costs shall be made in accordance with HMRC guidance.

9 TRAVEL BY AIR

It is the Producer's responsibility to make necessary bookings where Individuals are 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

9.1 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 should take into account the standard of seating and services afforded by that airline.

9.2 Excess Baggage

The Individual 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 Individual 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

Where the Individual is required to work away from Base as part of the shooting crew, the Producer will provide lunch, an agreed payment in lieu or shall reimburse the Individual 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 Individual.

Where no maximum cost has been agreed, payment will be made with reference to the HMRC guidelines provided that the Individual supplies valid receipts for the actual costs incurred.
[URL link]

10.2

Where the engagement is for a 12 hour day, An Individual's first meal break of one hour (where engaged to work a 12 hour day) or 30 minutes (on a 10.5hr Semi Continuous Day) will begin no later than 6 hours after the unit call which shall be subject to clause 10.5 in the event of delay or breach.

10.3

An Individual'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 10.5. Where work continues for more than one hour following the end of a Continuous Working Day, the Producer shall endeavour to provide food and refreshments.

10.4

When a Continuous Working Period is scheduled, the Producer shall provide a running buffet offering meals to be taken without interruption of work. Each Individual shall have sufficient time to eat the meal provided, without interruption of production the timing of which shall be arranged by the Individual within their department.

10.5

Where there is a delay to or curtailment of a meal break, provided for in clause 10.2 or 10.3 above, the overtime provisions in clause 7.2 will apply.

11 HOLIDAY ENTITLEMENT

11.1

Individuals shall be entitled to 5.6 weeks of paid leave per annum, pro rata to length of contract.

11.2 The Producer may nominate days on which Individuals 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 Individuals' holiday entitlement accruing in connection with that engagement.

11.3

An Individual 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 an Individual 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 Individual'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 an Individual 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

An Individual 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 as required by law, and customary Public Liability (Third Party) Insurance.

12.2

The Producer shall effect adequate Personal Accident, Health and Personal Effects insurance for all Individuals required to work outside the United Kingdom.

12.3

In the event of the death of an Individual 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 Individual's personal effects to the last known residence of the deceased in the United Kingdom.

12.4 Overseas

When required to render services outside the United Kingdom the Producer shall arrange for Individuals 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. 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 £1,000 for baggage and £200 for cash. For delayed baggage, up to £200 for replacement items.

Items hired by the Producer from an Individual shall be insured under the Individual's business insurance.

13 FORCE MAJEURE

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 Individual concerned, Pact and the appropriate full time official of BECTU be entitled forthwith to;

Either

Suspend the engagement:-

- (a) Such 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 Individual's services or until the engagement is terminated;
- (b) while it lasts, payments of remuneration under their engagement (other than remuneration due up to the date of suspension) will cease to fall due;
- (c) the term of the Individual's engagement will continue after the suspension ends (unless it ends by determination of this agreement) for the length of time unexpired when the suspension began;
- (d) the individual 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.

Or

Terminate the engagement as from the prevention or stoppage of production by notice in writing within five working days of the prevention or stoppage upon payment of remuneration for all services rendered prior to the date of prevention or stoppage.

14. DISPUTES PROCEDURES

14.1 Disputes and differences arising between the Individual and the Producer.

In the event that a dispute or difference about the terms of this agreement, or the terms of engagements under it arises between an Individual or Individuals and a Producer, either party to the dispute or difference, or BECTU or PACT, shall within twenty eight days of its cause having arisen, invoke the following procedure:

- a) every endeavour shall be made by the authorised representative of the Producer, the authorised unit representative of BECTU (if any) and the Individual(s) concerned to resolve the matter at the place at which it has arisen. Failing such resolution within twenty four hours:-
- b) 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 Individual(s) and the Producer's

representative(s) concerned, make every endeavour to resolve it. Failing such resolution within seventy two hours:-

- c) 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:-

- d) 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.

14.2

The Producer and Individual 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.

Note: Reference to periods of twenty four and seventy two hours are to be interpreted as excluding Saturdays, Sundays and Declared Holidays.

15. SICKNESS AND INJURY

15.1 Notice and certification

If an Individual is absent from work because of sickness or injury, he/she shall do everything possible to notify the Producer of that absence on the first day that it occurs. For periods of up to seven days, the Individual shall produce on his/her return a form of self-certification acceptable to the Producer or, if required by the Producer, a doctor's certificate which will be paid for by the Producer. For periods over seven days the Individual shall provide a doctor's certificate.

15.2 Medical examination

The Producer may require an Individual who claims to be unfit, or who appears to the Producer to, be unfit for work, to be examined by the Producer's Medical Officer (who shall be a suitably qualified medical practitioner), at the expense of the Producer.

The Producer may be provided with the result of any such examination by a suitably qualified medical practitioner for the purposes of declaring the Individual fit or unfit for work. Such information shall remain strictly confidential to the Medical Officer, the Producer and the Individual.

15.3

Statutory Sick Pay: the Producer will pay Statutory Sick Pay ("SSP") where an Individual's engagement meets statutory qualifying criteria and where the Individual satisfied statutory requirements in connection with the payment of SSP.

16 BULLYING & HARASSMENT

16.2 Definitions

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 that 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

16.3 Action

Pact and BECTU recognise that the freelance nature of the film industry makes this issue particularly difficult. If an individual feels they are being bullied by a Head of Department on whom they rely for future employment, they may be reluctant to take it up. Equally, they may be reluctant to act if they feel they are being bullied by a peer who commands a position of power or authority in their freelance community.

Nevertheless, we encourage any individual 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 individual 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.

BECTU and PACT agree that complaints of bullying or harassment may be legitimate items to put into dispute for resolution through the Disputes Procedure.

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

17 REVIEW OF THE AGREEMENT

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 changes but not prior to 1st May 2016. The three months' notice period shall run from the point at which the party being asked for changes receives a written account of the changes requested. Both parties to this agreement undertake to review the operation of the agreement. Reviews of the pay schedule will take place from time to time but no more frequently than every year.

18 TERMINATION OF THE AGREEMENT

If either party seeks to terminate this agreement, it shall do so by giving six months' notice in writing of such termination but not prior to 1st May 2016. Until such time the agreement continues in full force and unaltered. It is open to either party during a period of notice of termination to apply for the agreement to remain in place pending completion of negotiations of a new agreement, or appropriate changes to the current agreement.

CONTACT NUMBERS FOR MORE INFORMATION ON THIS AGREEMENT

Pact

Tel: 020 7380 8230

Fax: 020 7504 8212

BECTU

Head Office (London)

Tel: 020 7346 0900

Fax: 020 7346 0925

Glasgow

Tel: 0141 248 9558

Fax: 0141 248 9588

Manchester/Birmingham

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SIGNATORIES TO THE AGREEMENT

For Pact:

Signed by:

JOHN McVAY

Chief Executive - Producers Alliance for Cinema & Television

Signed by:

?????? ????????

In the presence of:

For BECTU:

Signed by:

GERRY MORRISSEY,

General Secretary

Signed by:

MARTIN SPENCE,

Assistant General Secretary

PAY GROUPS

1	All Runners	12	Armourer Board Operator Boom Operator Chargehand Props Electrician Post Prod. Supervisor Production Buyer Rigging Electrician Senior Make-up Artist SFX Technician Stand-by Art Director
2	Art Dept Junior Camera Trainee Costume Trainee Directors Assistant Electrical Trainee / junior Jnr Costume Asst Make-up Trainee Producers Assistant Production Secretary Props Trainee / junior Script Supervisor's Assistant Sound Trainee / junior	13	1st Asst. Editor Art Director Convergence Puller DIT
3	2nd Assistant Editor 3rd Assistant Director Accounts Assistant/cashier Art Dept Co-ordinator Art Dept Assistant Asst Production Co-ordinator Costume Assistant Junior Make-up & Hair Location Assistant	14	?Crane Technician? Grip Location Manager Prop Master
4	Data Wrangler Video Playback Operator	15	Costume Supervisor Best Boy Electrician Best Boy Grip Rigging Gaffer Make Up Supervisor Scenic Artist Script Supervisor Sculptor Set Decorator Stereographer AC
5	Assistant Art Director Costume Dresser Costume Maker Nurse Post Production Co-ordinator Sound Asst (3rd man) Unit Manager	16	Focus Puller Production Accountant Stills Photographer
6	Assistant SFX technician Asst. Location Manager Researcher	17	Dubbing Editor
7	2nd Assistant Accountant Clapper Loader Draughtsperson	18	1st Assistant Director Camera Operator Costume Designer Gaffer Hair & Make Up Chief/Designer Key Grip Production Manager Prosthetic Make Up Designer Senior SFX Technician Sound Recordist Supervising Art Director
8	Assistant Costume Designer Dressing Props Graphic Artist	19	Individual Negotiation => Casting Director Director Director of Photography Editor Line Producer / UPM Production Designer SFX Supervisor
9	Illustrator Stand By Construction Stand By Costume Stand By Props Storyboard Artist		
10	Make Up Artist Production Co-Ordinator		
11	1st Assistant Accountant 2nd Assistant Director Senior Video Playback Operator Storeman/Asst Prop Master		

PAY RATES FOR GIVEN BUDGET LEVELS

£40m+ Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	357	558	625	692	759	98	112	125
3	434	679	760	842	923	119	136	152
4	516	807	904	1001	1097	142	161	181
5	565	883	989	1095	1201	155	177	198
6	642	1004	1124	1245	1365	177	201	225
7	711	1111	1244	1378	1511	196	222	249
8	740	1156	1295	1434	1573	204	231	259
9	800	1250	1400	1550	1700	220	250	280
10	836	1307	1464	1621	1777	230	261	293
11	893	1395	1563	1730	1898	246	279	313
12	960	1500	1680	1860	2040	264	300	336
13	1024	1600	1792	1984	2176	282	320	358
14	1047	1636	1832	2029	2225	288	327	366
15	1077	1683	1885	2087	2289	296	337	377
16	1114	1740	1949	2157	2366	306	348	390
17	1163	1817	2035	2253	2471	320	363	407
18	1205	1883	2109	2335	2561	331	377	422
19	1280	2000	2240	2480	2720	352	400	448

Maximum OT £48.00

£30-40m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	345	539	604	669	734	95	108	121
3	420	656	735	814	893	116	131	147
4	499	780	874	968	1061	137	156	175
5	547	854	957	1059	1162	150	171	191
6	621	971	1087	1204	1320	171	194	217
7	688	1074	1203	1332	1461	189	215	241
8	716	1118	1252	1386	1521	197	224	250
9	774	1209	1354	1499	1644	213	242	271
10	809	1264	1415	1567	1719	222	253	283
11	864	1349	1511	1673	1835	237	270	302
12	928	1451	1625	1799	1973	255	290	325
13	990	1547	1733	1919	2104	272	309	347
14	1012	1582	1772	1962	2151	278	316	354
15	1041	1627	1823	2018	2213	286	325	365
16	1077	1682	1884	2086	2288	296	336	377
17	1125	1757	1968	2179	2390	309	351	394
18	1165	1821	2039	2258	2476	320	364	408
19	1238	1934	2166	2398	2630	340	387	433

Maximum OT £46.42

£20-30m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	333	521	584	646	709	92	104	117
3	406	634	710	786	862	112	127	142
4	482	754	844	934	1025	133	151	169
5	528	825	924	1023	1122	145	165	185
6	600	938	1050	1163	1275	165	188	210
7	664	1038	1162	1287	1411	183	208	232
8	691	1080	1210	1339	1469	190	216	242
9	747	1168	1308	1448	1588	205	234	262
10	781	1221	1367	1514	1660	215	244	273
11	834	1303	1460	1616	1772	229	261	292
12	897	1401	1569	1737	1905	247	280	314
13	956	1494	1674	1853	2032	263	299	335
14	978	1528	1711	1895	2078	269	306	342
15	1006	1572	1760	1949	2138	277	314	352
16	1040	1625	1820	2015	2210	286	325	364
17	1086	1697	1901	2105	2308	299	339	380
18	1125	1759	1970	2181	2392	310	352	394
19	1196	1868	2092	2316	2540	329	374	418

Maximum OT £44.83

£10-20m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	321	502	562	623	683	88	100	112
3	391	611	684	757	831	108	122	137
4	465	726	813	900	988	128	145	163
5	509	795	891	986	1081	140	159	178
6	578	903	1012	1120	1229	159	181	202
7	640	1000	1120	1240	1360	176	200	224
8	666	1041	1166	1290	1415	183	208	233
9	720	1125	1260	1395	1530	198	225	252
10	753	1176	1317	1458	1600	207	235	263
11	804	1256	1406	1557	1708	221	251	281
12	864	1350	1512	1674	1836	238	270	302
13	922	1440	1613	1786	1958	253	288	323
14	942	1472	1649	1826	2002	259	294	330
15	969	1515	1696	1878	2060	267	303	339
16	1002	1566	1754	1942	2130	276	313	351
17	1047	1635	1832	2028	2224	288	327	366
18	1085	1695	1898	2101	2305	298	339	380
19	1152	1800	2016	2232	2448	317	360	403

Maximum OT £43.20

£6-10m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	311	485	544	602	660	85	97	109
3	378	591	661	732	803	104	118	132
4	449	702	786	870	955	124	140	157
5	492	769	861	953	1045	135	154	172
6	559	873	978	1083	1188	154	175	196
7	619	967	1082	1198	1314	170	193	216
8	644	1006	1127	1247	1368	177	201	225
9	696	1088	1218	1349	1479	191	218	244
10	728	1137	1273	1410	1546	200	227	255
11	777	1214	1360	1505	1651	214	243	272
12	835	1305	1462	1618	1775	230	261	292
13	891	1392	1559	1726	1893	245	278	312
14	911	1423	1594	1765	1936	250	285	319
15	937	1464	1640	1815	1991	258	293	328
16	969	1514	1695	1877	2059	266	303	339
17	1012	1581	1771	1960	2150	278	316	354
18	1048	1638	1835	2031	2228	288	328	367
19	1114	1740	1949	2158	2366	306	348	390

Maximum OT £41.76

£3-6m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	307	480	537	595	652	84	96	107
3	374	584	654	724	794	103	117	131
4	444	694	777	860	944	122	139	155
5	486	760	851	942	1033	134	152	170
6	552	863	967	1070	1174	152	173	193
7	611	955	1070	1185	1299	168	191	214
8	636	994	1114	1233	1352	175	199	223
9	688	1075	1204	1333	1462	189	215	241
10	719	1124	1259	1394	1529	198	225	252
11	768	1200	1344	1488	1632	211	240	269
12	806	1260	1411	1562	1714	222	252	282
13	860	1344	1505	1667	1828	237	269	301
14	879	1374	1539	1704	1869	242	275	308
15	905	1414	1583	1753	1922	249	283	317
16	935	1461	1637	1812	1988	257	292	327
17	977	1526	1710	1893	2076	269	305	342
18	1012	1582	1771	1961	2151	278	316	354
19	1075	1680	1882	2083	2285	296	336	376

Maximum OT £40.32

£1.5-3m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	278	435	487	540	592	77	87	97
3	326	509	570	631	692	90	102	114
4	361	565	633	700	768	99	113	127
5	396	618	693	767	841	109	124	139
6	450	703	787	871	956	124	141	157
7	498	778	871	964	1058	137	156	174
8	518	809	907	1004	1101	142	162	181
9	560	875	980	1085	1190	154	175	196
10	585	915	1025	1134	1244	161	183	205
11	625	977	1094	1211	1328	172	195	219
12	653	1020	1142	1265	1387	180	204	228
13	666	1040	1165	1290	1414	183	208	233
14	681	1063	1191	1319	1446	187	213	238
15	700	1094	1225	1356	1488	193	219	245
16	724	1131	1267	1402	1538	199	226	253
17	756	1181	1323	1465	1606	208	236	265
18	771	1205	1350	1494	1639	212	241	270
19	794	1240	1389	1538	1686	218	248	278

Maximum OT £29.76

£1-1.5m Budget

GROUP	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1	260	407	456	505	553	72	81	91
2	261	407	456	505	554	72	81	91
3	304	475	532	589	646	84	95	106
4	336	524	587	650	713	92	105	117
5	368	574	643	712	781	101	115	129
6	418	652	731	809	887	115	130	146
7	462	722	809	895	982	127	144	162
8	481	752	842	932	1022	132	150	168
9	520	813	910	1008	1105	143	163	182
10	544	849	951	1053	1155	150	170	190
11	580	907	1016	1125	1233	160	181	203
12	614	960	1075	1190	1306	169	192	215
13	625	976	1093	1210	1327	172	195	219
14	628	982	1099	1217	1335	173	196	220
15	646	1010	1131	1252	1373	178	202	226
16	668	1044	1169	1294	1420	184	209	234
17	698	1090	1221	1352	1483	192	218	244
18	711	1111	1244	1377	1511	196	222	249
19	730	1140	1277	1414	1550	201	228	255

Maximum OT £27.36

£350k-1m Budget

	Individual's Working Hours							
	40	55	60	65	70	10	11	12
1-5	260	407	456	505	553	72	81	91
6-12	352	550	616	682	748	97	110	123
13-17	400	626	701	776	851	110	125	140
18-19	430	672	753	833	914	118	134	151

Maximum OT £16.13

£ up to 350k Budget

Minimum wage