

EXPLANATION NOTES FOR PACT OFFER 10/10/22

1. THE WORKING DAY

1.1 The Maximum Standard Shooting Day

SWD

This will now only ever be a 10 + 1 (10 Hours on camera + 1hr unpaid lunch)

The possibility of doing an 11+1 has been removed.

SCWD

9.5hrs on camera (+ 30 mins lunch) is a current working pattern – AD's have pointed out this is a useful and viable option, ie, If it was fewer hours (eg. 9) it would never be utilised and the SWD would be used instead.

CWD

9hrs on camera (this hasn't changed)

1.2 10 + 1 + 1 Day SHOOT DAYS ONLY

This offer is a removal of ALL "given" prep/wrap hours – instead, an additional hour will be contracted to include this work at 1T(single time) not 1.5T (time and a half) – we tried for 1.5T but were unsuccessful at this point.

The main gain is now it would be paid for at 1T on top of the daily rate and added as a separate payment on the deal memo/Time sheet/Payslip.

This means:

On a Standard Working Day (SWD) the contract would be:

10 hrs on Cam (paid at 1T)

+ 1 hr lunch (unpaid)

+ 1 hr formerly P&W (paid at 1T) - paid if worked or not worked

This + 1 would also apply on SCWD & CWD working patterns:

CWD

9 hrs on camera (paid at 1T)

+ 1 hr formerly P&W (paid at 1T) - paid if worked or not worked

SCWD

9.5 hrs on camera (paid at 1T)

+ 0.5hrs lunch (unpaid)

+ 1 hr formerly P&W (paid at 1T) - paid if worked or not worked

PREP DAYS - This additional hour does not apply – the working day would be 10 + 1, or alternative pattern as the HOD specifies, with any OT to be pre-approved.

1.2 contd/

SHOOT DAYS - Crew Member's contracted hours would start from **their** call time.

EXAMPLE 1 on new PACT offer

SWD (10 hrs on camera, 1 hr unpaid lunch)

8am – 7pm

Using £300 as an example rate

Crew Member Call Time : 7.00am

Crew Member Finish Time: 7.30pm

7am – 6pm = 10 hrs (Contracted hours worked incl. lunch - £300)

6pm – 7pm = 1 hr at 1T (£30) (*Previously P&W - this is now paid ON TOP of the Daily Rate*)

7pm – 7.30pm = 0.5hrs OT at 1.5T (£45 per hr) or floor (£35) (whichever is the highest) OT is in 15 mins increments – see clause 5 below

Total hours worked :12.5hrs

Paid: £300 (10 + 1) + 1hr (1T) @ £30 (daily rate divided by 10) + 0.5hr OT (@1.5T @ £45 per hour = £22.50)

TOTAL = £352.50

No unpaid or rolled up Prep/Wrap

All OT is in 15 minute increments (On or Off Camera hours)

Early Call – still incurs a penalty at 1.5T before 6am

Any OT after 11pm at 2T

EXAMPLE 1 On 2017 Agreement:

This is with P&W of 1.5 hrs included – there were obviously other variations worked

If on an 11 + 1 previously

Hours (8am - 8pm)

P&W (incl. 1.5hrs) 7am-8am & 8pm-8.30pm

Total hours worked: 13.5hrs

Paid: £300

TOTAL = £300 (no OT until after 8.30pm if on an 11 + 1)

If on a 10 + 1 previously

Hours (8am - 7pm)

P&W (incl 1.5hrs) 7am-8am & 7pm-7.30pm

Total hours worked: 12.5hrs

Paid: £300 + 0.5hrs @ £35 per hr

TOTAL = £317.50

1.2 contd/

EXAMPLE 2 on new PACT offer

CWD (9hrs) - 8am - 5pm Shooting Day (no lunch)

Call Time: 7.00am

Finish Time: 5.45pm

7am - 4pm – 9 hrs Contracted Hours worked (£300)

4pm - 5pm – 1hr at 1T (£30 per hr)

5pm - 5.45pm – 45 mins at 1.5T (OT is in 15mins increments) (£45 per hr or floor of £35)

Total hours worked: 10.75 hrs

Paid: £300 (9hr CWD) + £30 + £33.75

TOTAL = £363.75

EXAMPLE 2 on 2017 Agreement

CWD (9hrs) - 8am - 5pm Shooting Day (no lunch)

Call Time: 7.00am

Finish Time: 5.45pm

7 – 8am – P&W inc.

8am - 5pm - 9 hours shooting (£300)

5pm – 5.30pm – 0.5hr P&W inc

5.30 – 5.45pm – 30 mins at 1.5T (OT was in 30 min increments) (£22.50)

Total hours worked: 10.75 hrs

Paid: £300 (9hr CWD) + £22.50

TOTAL = £322.50

The main gain here, it is now paid as a separate hour, which it was not before

1.3 The Maximum Standard Day for Non-Shooting Crew - 10 + 1

The working day has been reduced for some depts (eg Design/ Locations) but possibly not others (eg workshops). The + 1 (additional hour) from clause 1.1 does not apply here, as that is ONLY for shoot crew.

An alternative working pattern is helpful but this will need monitoring as to its workability.

1.4 Ready to Work

BECTU Officials are going back to PACT about this wording as it has caused a lot of concern from all branches.

As we understood in the room, this was not to be confused with *work*.

This is now somewhat contentious and we are awaiting further clarification on this. This clause could potentially mean some crew spending an unspecified amount of time to “unpack and set up” and “make good/pack up” because for some departments this could mean loading a large van/ dismantling and more, which would go unpaid as it would be seen as “customary”. This is open to abuse.

“Ready to work”, means to us, simply to arrive, put away personal items and be ready to start work .

This department’s preparation and clear up time is to be part of the +1 hr mentioned in Clause 1.1. Any abuse of this would need to be reported immediately

1.5 Split days

These are not popular, mostly due to traffic (cities such as London) and clawback.
Shorter productions - There is no specific benefit here, as a 7 week shoot or less can do a complete schedule of splits as the cap triggers only after 7 weeks.
Clawbacks remain limited from 2017 agreement but do not form part of the 40% cap.
The 40% cap on longer jobs & payment of £30 is a benefit.

1.6 Weekends

There was a bid for weekend paid uplift but this was unsuccessful, mainly due to location and/or cast availability. However, 6th days are now uplifted (see clause 2). Unscheduled or 'last-minute' scheduling of weekend work should be further limited by this clause, and you are not obliged to work it if production haven't given sufficient notice.

2. THE WORKING WEEK

2.1 6th Day (Shooting)

This is an improvement on the 2017 Agreement.

Example -

8am – 7pm (SWD)

Daily Rate : £300

Paid at T1.5

TOTAL = £450

2.2 6th Day (Non-Shooting Days)

This is an improvement on the 2017 Agreement.

Eg: Daily Rate : £300

EXAMPLE 1

8am – 1pm (5 hrs worked)

A crew member would get a full day pay for working 6 hours or under

PAID: £300

EXAMPLE 2

8am – 4pm (8hrs worked)

@ T1.5

PAID: £450

A crew member would get the day at T1.5 for working over 6 hours

EXAMPLE 3

8am – 6pm (10hrs worked)

@T1.5

PAID: £450

2.3 7th Day

No change (2T)

2.4 8th days

We fought to have 2T on any days after the 7th until a rest day is given. We were unsuccessful as PACT insisted that 8th (or more) days shouldn't **ever** be worked. This agreement serves to stop this happening. *It is important that HODs hold Producers to this clause and flag it up immediately.*

3. NIGHT WORK

3.1 Night Work past 11pm

This is an improvement as it was shooting hours past 12 midnight in the 2017 Agreement. Our position is that this SHOULD say 'working' hours - not just 'shooting'. This should be covered, we feel, by point 5.2 (All OT after 11pm at 2T)

3.2 Night Work rounded up

Night work is treated in the same way as overtime - not sure why.

3.3 Rest Days after Nights

The 2017 Agreement is quite vague. The improvement is that it is clear that these hours must be reconciled WEEKLY, not just at the end of a string of night work.
See PACT examples.

3.4 End of Nights

This is effectively a 'turnaround' day.

4. REST PERIODS

It's important to remember that these clauses will be supplemented with the clauses about Clawback and 11 day Fortnights from the 2017 Agreement.

This does suggest the possibility of Fraturday working (eg wrapping at 2am on a Saturday and potentially starting again at 8am Monday, curtailing the 48 + 1) but with the existing clawback provisions any abuses are unlikely to crop up

The minimum rest is 2 days within a 14 day period.

This needs more clarification with PACT and BECTU Officials are in contact with them about this section.

5. OVERTIME

5.1 OT Rate

An improvement - The OT floor is the same (£35) but the cap is now higher - from £45 to £70.

5.2 Night Work

An improvement - work beyond 11pm is paid at 2T.

5.3 Bank Holidays

An improvement - OT paid at 2T your Bank Holiday rate

5.4 Grace Period

Removal of grace is a benefit as it is now paid - this has brought about the change of OT in to 15 minute increments. The amount of OT can only be called **once** and not ad infinitum.

5.5 OT Increments

We fought to have 15 minutes restricted to first or even second hour but we were unsuccessful. This is different from the 2017 Agreement where it is 30 mins for the first hour, and in hourly increments thereafter.

Production must state what their OT requirements are ahead of wrap – this can only be done **once** and applies to camera only.

Additional non camera OT would need to still pre-approved and also calculated in 15 minute increments.

5.6 Contracted hours

This is a fundamental change in the way your day and pay are structured. You are paid from your call - the day is no longer so skewed around the shooting hours. OT kicks in after your contracted hours - predominantly at the end of the day. The exception being early/pre-dawn calls.

6. ADDITIONAL POINTS

6.1 UK Bank Holidays Worked

An improvement - now at 2T. Previously at 1T on 2017 Agreement.

Not all bands get paid if not worked - a benefit for Band 4 (New Highest Band) only.

6.2 UK Bank Holidays Not Worked

An improvement for some - now PAID on Band 4 (highest band) only. Previously unpaid for all on 2017 Agreement, and remains unpaid on the lower band productions.

6.3 Travel

This has improved very slightly to 25 miles, rather than 30 miles, from production base to unit base/location. The M25 clause remains unchanged but is contradictory as the M25 is over 25 miles in places.

6.4 Dailies

An improvement from the 2017 TV Drama Agreement wherein Dailies had to be confirmed by 3pm – it is now 1pm. Cancellation after 1pm results in full payment of the days work. They will also get same benefits on Night Work/Rest days as Contract Crew (see clause 3.4).

7. BUDGET BANDS

The TV industry has changed since 2017. The introduction of an additional higher Band 4 for the high end streamers working in UK was felt appropriate.

8. INDUSTRY WORKING GROUP

This is seen as essential for the ongoing improvement of working conditions.

9. 2017 AGREEMENT

We understand that we would be looking at the wording with PACT and addressing contentious or vague clauses should the offer be accepted.

10. NEXT STEPS

Acceptance of the proposal will result in a new DRAFT agreement. The timetable for this was agreed at the meeting of 23rd September 2022.

11. IMPLEMENTATION AND REVIEW

11.1 DATE

Implementation agreed as 1st January 2023, with a transition period for productions who have commenced principal photography.

11.2 AGREEMENT TERM

A 3 year term, after which terms may be renegotiated. We asked for less but this was not accepted

11.3 REVIEW

Six monthly reviews to check on implementation of new agreement and clarify any grey areas. And importantly, no guidance or separate interpretation notes to be published.