



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
Accept
- 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

Do not accept until Art Dept is removed from list. No other departments to be added.

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

Do not accept until cap is lifted. Agree to floor.

- Bank holidays to be paid at 2T if worked

Do not accept until T1 also agreed to be paid if a Bank Holiday is not worked

- Grace periods to be abolished

Accept

- Night shooting at 2T to begin at 11pm

Do not accept until word 'shooting' removed to cover all crews pre-approved night work, on or off camera.

- 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

Do not accept until word 'shooting' removed to cover all crews pre-approved night work, on or off camera.

- All crew – including dailies – to be entitled to a paid rest day where their contract ends on a night shoot pattern

Accept

- 6th consecutive shoot days to be paid at 1.5T (plus £100 if existing cap on 11 day fortnights broken)

Do not accept until word 'shooting' removed to cover all crews pre-approved 6th and 7th days, on or off camera.



- 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

Do not accept. This is open to misinterpretation to add on more 'prep and wrap' in addition to agreed 1 hour at T1.

- All overtime in 15 minute increments

Do not accept. Requires further discussion for higher penalty to come into force.

- 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	up to £1,250,000
Budget Band 2	£1,250,000-£4,000,000
Budget Band 3	£4,000,000-£7,000,000
Budget Band 4	above £7,000,000

Accept

- 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.

Do not accept. All TV needs to work under one Agreement until a time when another Agreement supercedes it. .

- Budget Band 4 to increase to £8m per broadcast hour on 1 January 2024

Do not accept as we have not been provided a reason why this is necessary.

- All other terms as per the 2017 agreement

Do not accept as the 2017 Agreement is open to 'interpretations'. The basis of these negotiations was to remove the guidance document issued by PACT. Therefore all points in this Agreement need to be defined and clear before this can be accepted. Please see supporting documents for points we seek clarity on.

- 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.

Whilst we accept that the 2017 agreement does protect many workers, there are many loopholes that need addressing before making the other points in the 2017 agreement viable to go forward.

We must absolutely remove any requirement for any 'interpretation' documents and provide clarity for both sides. Each Branch has areas of interpretations they have encountered that need clarity and discussion.

We propose for the Agreement to be independently verified to ensure clarity and it must be accessible to all in the same format on both BECTU and PACT websites.

This is a list of points we have talking to pact about during negotiations, and points we feel are missing from their proposal and need to be clarified in the 2017 agreement. This list is not exhaustive, but it is to illustrate what we believe we can achieve in order for the agreement to offer better terms and protect more workers.

1. No more inclusive Prep and Wrap for any departments.
2. All work is work.
Any work that takes place after camera wrap at night, on 6th and 7th days etc, must be paid at the same premium as 'shooting' work.
3. Bank Holidays to be paid at T1 if not worked and T2 if worked
4. Removal or increase of cap on Overtime payments.
5. All crew including dailies to be paid a turnaround day after night work.
6. Definition of SCWD to be included in agreement:
All Branches agree the following definition on the CWD & SCWD:
CWD – 9 hours work without a formal break eg. 8am – 5pm
SCWD – 9 hours work with a 30 min formal break eg. 8am – 5.30pm
7. The working days outlined below for listed workshops and workrooms (can agree and provide a list to cover necessary depts eg. art dept office, textile & breakdown workshops, set dressing crews, costume workrooms etc) :
SWD – 9 hours with 1 unpaid meal break eg. 8am – 6pm
CWD – 8 hours with no formal break eg. 8am – 4pm
8. 6th consecutive work days are paid at T1.5.
9. 7th consecutive work days, and any work days worked after a 7th day, are all paid at 2T until a rest day is given.
10. Call times must not exceed 2 hours before camera call, or 6am. Otherwise a penalty payment will be charged.
11. Cancellation of daily engagements to include;

Workers to be confirmed before 1200 on the previous day. Once confirmed worker is bound to complete and producer is bound to pay for that full engagement.
12. Mileage must be reduced.
Mileage up to 20 unpaid miles per working day each way to a set place of work. Any other work journeys or mileage above this must be paid.
13. Travel time and traffic must take into consideration at the time of travel, either shown by shorter working day or paid compensation. Eg travel time over 45 minutes to be paid at O/T

rate or time taken off the day. Travel time must be calculated using the traffic expected for the time of day the journey is to be taken. The shortest distance to a location may not be the quickest i.e a journey from north London to south London, therefore if a quicker route ie. M25 is available at longer mileage the production must choose to either pay the higher mileage cost OR the associated travel time with the shorter, more traffic heavy route.

14. Weekends must only be worked in exceptional circumstances and capped at a certain amount per month. No more than x 2 weekends in a 4 week period can be worked without incurring a penalty payment.
15. Statutory rest periods of 11 hours between individual call times and immediately prior to any scheduled 24 or 48 hour rest periods (i.e. 24+11 or 48+11). Rest days shall be scheduled consecutively.
16. Broken turnaround (BTA) is only acceptable in extraordinary circumstances and must be pre-agreed between HOD, Producer & Worker.

Where a broken turnaround is absolutely necessary & unavoidable the Producer will pay a penalty of T1.5 in hourly increments and offer the worker accommodation & per diems or transport such as a taxi service to mitigate the risk of driving whilst tired.

17. Removal of any 'interpretation guidelines'. This agreement must be completed with all details agreed and clear, with zero room for interpretation.
18. Commitment to recognise rate cards with all Branches.
19. Pre-determined re-visit of the Agreement, no later than 18 months after any Agreement is in place.