

**Bectu/Pact
construction crew
agreement for major
US studio films**



The agreement

1. Scope

This deal ... applies to the craft graded members of construction crews (carpenters, painters, plasterers, and riggers), stagehands, and to chargehands supervisors and heads of department in those grades working on major feature films produced in the UK by the leading producers.

Agreed July 2008

NB: In practice the Agreement also covers Labourers.

2. Written contract and deal memo

NB. It was agreed that a written deal memo would be provided at the start of the job, and a full written contract would follow within a reasonable period.

3. Working week

The basic working week will be 37.5 hours.

Agreed July 2008

4. Working day

Typically, the normal working day at the studio base will be as follows:

- 0800–1000 First work period
- 1000–1030 Unpaid rest break
- 1030–1300 Second work period
- 1300–1400 Unpaid lunch break
- 1400–1700 Third work period

This pattern is variable to allow for an earlier or later start where required to meet the demands of production, and particularly where work is taking place away from base. Any hours worked prior to 0700 or after 2100 at a studio or on location will be dealt with in accordance with the Pact-Bectu Agreement.

Agreed July 2008

5. Rest/meal breaks

There will be the following rest/meal breaks within the working day:

- Morning - 30 minutes unpaid
- Afternoon - opportunity will be provided for rest and refreshment at or adjacent to the work place, but away from the work bench or work station. This will not take the form of a fixed period of rest break. The intention of this provision is that on health and safety grounds crew members will be able to break off from work for a short period and have a rest and/or

something to eat/drink. The time at which the break takes place will be determined by the head of department and may vary from day to day according to the needs of the production. It is the production company's responsibility to make arrangements for refreshments at or adjacent to the workplace.

There will be no paid 'clean up' period at the end of the day.

Agreed July 2008

Where no canteen facility exists or where it is closed at the time of a defined meal-break, a meal allowance will be paid.

Agreed August 2011

6. Location travel time

Each film production will have a single Nominated Base. If Construction Crews are required to work at any location other than the Nominated Base or a recognised studio, journeys to/from that location will count as travel time within the working day, and mileage will be paid as from the Nominated Base.

Agreed August 2011

7. Weekday overtime

Existing long-established co-operation between producers and crews and willingness to work overtime where required to ensure the smooth running of a production will continue.

Up to one hour of overtime on any day may be worked without a break at the end of "normal" hours. If more than one hour of overtime is required, there shall be a 15 minute paid rest break after the first overtime hour. A further paid rest break of 15 minutes shall also be due within any further period of two hours of overtime.

Overtime will be paid after 37.5 hours at the rate of 1.5T.

The sum per hour of overtime paid to chargehands supervisors and heads of department will be no more than the same sum per hour paid to craft graded members of construction crews.

Agreed July 2008

In addition any hour worked 2100 to 2400 attracts an Unsocial Hours Payment of £12.81; and any hour worked 2400 to 0700 attracts an Unsocial Hours Payment of £16.01.

There will be a new entitlement to a 30 minute paid break including a hot meal or meal allowance where overtime is worked after a normal working day:

- 1700 – normal day finishes
- 1700-1800 – overtime work
- 1800-1815 – 15 minute paid rest break
- Beyond 1815 any overtime work period of 2 hours or less will include a 15 minute paid rest break.
- The latest time at which this 15 minute paid rest break can occur is 2000-2015.
- If work is to continue beyond 2015, the 2000-2015 break will be immediately followed by a second 15 minute paid rest

break from 2015-2030, adding up to a 30 minute break. During this 30 minute break a hot meal will be provided or a meal allowance paid.

- Work may then continue from 2030 to 2215.

Agreed August 2011

8. Weekends

Overtime scheduled for Saturday will be paid at a rate of 1 and one-third T for any agreed hours up to 7.5 hours. Hours in excess of 7.5 on a Saturday will attract overtime at the rate set out in the agreement.

Agreed December 2009

Work scheduled for Sunday as a seventh working day in a week will continue to be paid at a rate of 1.5T plus the unsocial hours payment in accordance with the terms of the PACT/Bectu Agreement for a 7.5 hour working day.

Agreed July 2008

9. Public holidays

Arrangements for working/not working on public holidays, including rates of pay, treatment of such days in relation to entitlement to holidays and holiday pay shall be subject to local agreement between the production company and the accredited construction crew representatives. Any such local agreement will be entered into prior to the engagement of construction crew members and set out in the terms of engagement of each construction crew member.

Agreed December 2009

10. Night-work

In addition to the basic hourly rate, all night-work hours between 2100 and 0700 will qualify for Unsocial Hours Payments.

Any hour worked 2100 to 2400 attracts an Unsocial Hours Payment of £12.81; and any hour worked 2400 to 0700 attracts an Unsocial Hours Payment of £16.01.

Agreed August 2011

11. Daily contracts

Overtime for personnel engaged on daily contracts is payable after 8 (see note) hours of work. Up to one hour of overtime on any day may be worked without a break at the end of "normal" hours. If more than one hour of overtime is required, there shall be a 15 minute paid rest break after the first overtime hour. A further paid rest break of 15 minutes shall also be due within any further period of two hours of overtime.

Agreed July 2008

(NB: The reference to '8 hours' is now '7.5 hours')

Where a construction crew member is engaged continuously on daily contracts for a period of four weeks or more, they shall after four weeks have elapsed be transferred to a weekly contract subject to one week's notice of termination; and they shall

receive the benefit of any payment which would have been due had they been engaged on a weekly contract throughout (e.g. Bank Holiday payment).

Martin Spence July 2010

12. Tools

Construction Crew are expected to bring the normal customary “tools of the trade” to the job. However they should not be expected to bring “substantial equipment” such as expensive power-tools, and they are entitled to seek to negotiate a hire fee if they do so.

Agreed August 2011

13. Notification/pre-production

Pact will provide Bectu regularly with details of all feature films registered with Pact and the contact details for the management teams on those films. Bectu and the construction crew representatives will act to ensure that they maintain contact with crews on these films. Pact and Bectu and their respective members will act to ensure that disputes are dealt with in accordance with this procedure.

Agreed December 2009

Producers will hold pre-production meetings with Bectu on films covered by the Agreement to clarify issues such as start-dates and finish-dates, use of weekly contracts and daily contracts, etc.

Agreed August 2011

14. Disputes procedure

Disputes relating to any matter covered by this agreement will be dealt with firstly by discussions between the management of the film production company and the appropriate Bectu officials.

If this fails to resolve the matter, or if the same issue is leading to disputes on other films, the matter can be referred to the Director of Business Affairs of Pact and the Assistant General Secretary of Bectu, who will each promptly consult one another and appropriate colleagues to try to resolve the dispute.

If this fails to resolve the dispute, the matter can be referred to the full joint negotiating body responsible for this agreement.

Agreed December 2009



pact.

Designed by Bectu.

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