



**BECTU**



## Terms and Conditions for Engagement of Assistant Directors in UK Film Production

**These Terms and Conditions and Rates apply to all  
contracts commencing on or after 1st April 2015**

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# 1. Terms covering Feature Film, TV Drama, Episodic Drama and Long Running Dramas.

## 1. Crew Members Services.

For the purposes of this document the Crew Member is defined as a person contracted as a 1st, 2nd or 3rd Assistant Director or AD Runner.

The Crew Member shall provide the services consistent with their craft or trade, and job-title, to a good professional standard.

The Crew Member agrees to waive all moral rights in respect of such work, and to treat all information obtained as a result of such engagement as confidential.

The Crew Member agrees that the copyright in anything they create pursuant to their engagement is assigned to the Producer by way of future assignment.

In consideration of the above, the Producer agrees to pay the crew member no less than the minimum rate defined in the **Section 3** ("Basic Weekly Rate") and specified in **Part 4** ("Rates of Pay") together with such additional payments as set out by these Terms and Conditions.

Nothing in this agreement assigns the image rights of the crew member to the producer or any 3rd party.

## 2. Working Week/Day

### (i) The "Basic Working Week" shall consist of no more than 5 days out of 7.

The "Basic Daily Rate" is therefore calculated as 1/5 of the "Basic Weekly Rate"

Any work on the 6th or 7th consecutive day should not be considered as part of the basic working week and each day should be paid additionally: the 6th day at **1x** Basic Daily Rate, the 7th consecutive day at **2x** Basic Daily Rate. (Bank Holidays/Statutory Holidays should always be paid at **2x** Basic Daily Rate - see Section 5)

### (ii) The "11 Day Fortnight"

The AD Branch does not support the use of the "11 day fortnight" though recognises it as a common occurrence. When the "11 day fortnight" is proposed then this should be negotiated by the member on an individual basis with the production recognising that this extra day is not part of the basic working week. The additional day should be paid as per section 2(i).

### (iii) The "Basic Working Day" shall consist of no more than eleven hours including one hour lunch break.

Production shall notify you of the start time/unit call (which will be between 7am and 12pm).

Under special circumstances when a crew member starts work before unit call they shall be paid overtime in accordance with section 4(ii) below.

The "Basic Hourly Rate" is calculated at 1/10 of the Basic Daily Rate.

**(iv) Time off the Clock (TOC).** The minimum break between completion of call and recall shall be 11 hours. Consequently, where a shoot lasts more than two days and this 11 hour break is curtailed, time off the clock will be paid at **1.5x** the Basic Hourly Rate for all hours short of the 11 hours required.

### **3. Continuous working day.**

Any day on which a crew member works for a continuous period of 9 hours from the start time shall be a Continuous Working Day. The production shall provide hot food and beverages at an appropriate time during the Continuous Working Day. Overtime will commence after the 9th hour.

### **4. Overtime.**

The Crew member agrees to work such hours in addition to the "basic working day", for which the production shall make additional payments as set out below:

**(i)** For Camera/Shooting overtime, a parity overtime payment will be made to all crew members, and shall not be less than £35 per hour on a standard day, and £45 per hour on a continuous working day.

**(ii)** For non-camera/shooting overtime, payment of **1x** Basic Hourly Rate will be made for each hour worked. This includes all pre-call and post-wrap hours worked by crew members in the preparing and wrapping of cast and other duties associated with ensuring that all requirements are in place for the shooting day.

**(iii)**. You will be paid at **1.5x** the rates set out in 4(i) and 4(ii) for all overtime worked between midnight and 5am.

### **5. Work on Bank Holidays and Statutory Holidays and Scheduled Rest Days**

(i) If the Crew Member works on ~~Sundays~~, Bank Holidays or Statutory Holidays they shall be paid **2x** their basic hourly rate for all hours worked on that day ("Holiday Rate"), with a minimum call of ten hours. Overtime between midnight and 5am will be paid in accordance with **Section 4**, except that it will be paid at **1.5x** Holiday Rate, rather than Basic Daily Rate.

(ii) Any work requested by production on scheduled rest days should be paid as an additional work day as set out in Section 2(i)

### **6. Night Work**

Any Working Day which requires work between midnight and 5am will be considered Night Work. Consecutive nights of Night Work shall be considered a *Block Of Night Work*. A Block of Night Work shall end at such time as the next scheduled Working Day includes no Night Work. For each Block Of Night Work the crew member shall take one paid rest day at an appropriate time.

A payment of £100 will be paid if any 5 nights are worked within 7 (payment will only be required if shooting is part of a continuous block of nights on a 5 or 6 day week).

### **7. Health and Safety and Excessive working hours.**

The maximum number of scheduled hours which a single crew member shall be expected to work in any one day is 14, and the aggregate total in one week (5 days) shall not exceed 65 hours.

If regular hours are anticipated to exceed this amount, the Producer shall agree to bring in additional crew members as requested by the 1st and 2nd Assistant Directors.

The Health and Safety of crew is of paramount importance and this section is particularly pertinent to the work undertaken by 2nd and 3rd Assistant Directors and Runners in preparing and wrapping cast before Unit Call and after Wrap. It has been added to

address the inherent danger in requiring crew to work very long hours, over a sustained period, leading to a higher risk of personal injury due to tiredness, especially while driving to and from work.

## **8. Meal breaks and meal allowances.**

- (i)** Your first meal break of one hour will begin no more than **6** hours after Unit Call.
- (ii)** Production will either provide you with a free hot meal or pay you a per diem that should be appropriate to the filming location.
- (iii)** If the first meal break is missed, overtime provisions will apply when nine hours have elapsed since the start time (i.e. that day will be treated as if it were a continuous working day as per **Section 3** above). If the first meal break is curtailed then overtime will commence eleven hours from the start time less the amount of time the first meal break was curtailed by (e.g. if the first meal break was curtailed by 20 minutes overtime will commence 10 hours and 40 minutes from the start time).

## **9. Travel expenses.**

- (i)** If a Crew Member uses their own transportation to get to a location [excluding studio], and the distance from the normal Production Base or Offices to that location exceeds 20 miles, a payment of 50p for every mile travelled shall be paid by production.
- (ii)** If a Crew Member uses their own transportation to get to a location [excluding studio], and the journey time from the normal Production Base or Offices to that location exceeds 40 minutes, a payment of **1x** Basic Hourly Rate will be made for every hour of the journey time or the shooting day will be curtailed accordingly.
- (iii)** Once established, in relation to travel time, the location of the normal Production Base or Offices cannot be moved.
- (iv)** A travel day is defined as a day where crew are required to travel to a new base, and where no other work takes place. A travel day will be paid hourly at **1x** Basic hourly rate with a minimum of 10 hours paid. This will be the same irrespective of the day of the week.
- (v)** If required to travel abroad on a plane the day will be recognised as a travel day. If the flight time is over 6 hours a rest day will be required. Where reclining seats in premium or business class are provided by the Producer the paid travel day shall be capped at the Crew member's Basic Daily Rate.

## **10. Insurance.**

The Production shall have in place suitable insurance for Crew Members when they are at work locally and overseas.

## **11. Holiday Pay.**

Every crew member is entitled to Holiday pay of 12.1% of their pay. In practice, this is often "rolled up" into the negotiated basic weekly rate. This edition of the rate card shows rates with Holiday Pay included. Production must specify whether the rate negotiated includes Holiday Pay.

## **12. HOD's Prerogative**

The 1st AD (as Head of Department) should have the final decision when it comes to the staffing of the AD department, and every effort should be made by the Producer to engage the 1st AD's preferred 2nd and 3rd Assistant Directors and Runners.

## **13. Working away from home.**

When required to work in a location which is further than a practical daily commute from the crew member's normal place of residence, the production must supply Hotel Accommodation and per diems on par with other senior crew and arrange for all transportation between the hotel and place of work.

These provisions must be in addition to the basic weekly rate, and Crew Members shall not accept these as part payment of wages.

## **14. Additional Trainees**

When a trainee is used on set they should be paid at least the living wage plus holiday pay. A trainee should be an additional member of crew, and should in no way replace the need for the full crew requirements as dictated by the shooting day.

## **15. Box Rate**

When required to provide a computer related to the working day, a box rate payment of not less than £30 per week shall be made. There shall be no upper limit to the number of weeks this will be paid.

## **16. Cancellation**

Except for an event of "Force Majeure" (as defined in **part 17**):

**(i)** If a production is cancelled for any reason and you are confirmed on the job, but have not commenced work, the amount payable to you under this agreement shall be determined as follows:

7-13 Days prior to the engagement – 50% of the basic weekly rate for the first week.

6 Days or less prior to the engagement–100% of basic weekly rate for the first two weeks.

**(ii)** If a production is cancelled for any reason, and you have already commenced work, you shall be paid the remainder of the week being worked, plus at least two further weeks basic weekly rate.

## **17. Force Majeure.**

If your engagement is cancelled because of an event of "Force Majeure" (as defined below) we shall pay the crew member for the work done up to the point. Once production has ceased a crew member will not be entitled to further payments.

An event of Force Majeure shall be defined as any event that is not reasonably insurable including but not limited to any act of terrorism, threat of terrorism, any hostile or war like action in time of peace or war, the use or threat of use of any weapon of war employing atomic fission or radioactive force, any instruction or rebellion or revolution or civil war or usurped power or any action taken by any governmental authority in hindering or combating or defending against such occurrence, seizure or destruction under quarantine or customs regulation or confiscation by order of any government or public authority or risks of contraband or illegal transportation of trade, any civil commotion

assuming the proportions of or amounting to a popular rising or riot or martial law or the act of any lawfully constituted civil authority ( except to the extent that certain acts of civil authority may reasonably be insurable from time to time ).

## 2. Terms Covering Commercial Production.

The AD Branch does not recognise the APA recommended terms for the engagement on commercial production due to the removal of any limit to the hours a runner may be required to work and the serious danger that this puts runners in. The rate card for all other grades of Assistant Director is recognised as being the recommended rate but advises its membership to negotiate their own rates should they so wish. The AD Branch recommends an annual assessment of these terms through a full consultation process with APA and branches representing other departments.

## 3. Periodic Review of Terms and Rates

These terms and rates will be reviewed annually. The AD Branch recommends a basic annual increase of rates in line with the Retail Prices Index.

## 4. Rates of Pay

### Rates of Pay for Assistant Directors in Feature Films/TV Drama in the UK effective April 2015

Please use this as a basis for negotiating your rate.

In addition to these figures you should do your best to ensure that the Assistant Directors deal memos reflect those of our colleagues in Camera Department in all scales of feature film production.

1st AD should at least have parity of pay and terms with 'A' Cam Operator/Line Producer.  
 2nd AD should at least have parity of pay and terms with 1st Assistant Camera.  
 3rd AD should at least have parity of pay and terms with 2nd Assistant Camera.  
 AD Runner should at least have parity of pay and terms with Camera Trainee.

- ALL RATES SHOWN ARE 5 DAY (BASIC WEEKLY) RATES INCLUDING HOLIDAY PAY.
- THE LOWER RATE IN EACH CATEGORY IS THE MINIMUM RATE FOR WHICH ANY CREW MEMBER SHOULD CONSIDER ACCEPTING A CONTRACT.
- THE UPPER RATES ARE CONSIDERED FAIR LEVELS OF PAY AND ARE SUBJECT TO NEGOTIATION BY AN INDIVIDUAL BASED ON TYPE OF PRODUCTION AND EXPERIENCE OF THAT CREW MEMBER.

SCALE OF PRODUCTION	1ST ASSISTANT DIRECTOR	2ND ASSISTANT DIRECTOR	3RD ASSISTANT DIRECTOR	AD RUNNER
High Budget Feature £15m+ 12 week+ shoot	£2500-£3500+	£1800-£2500+	£1200-£1600+	£550-£900+
Mid Scale Budget £5m-£15m 7-12 week shoot	£2000-£3000+	£1500-£2000+	£1000-£1400+	£550-£800+
Low Budget £1m-£5m 30 days-7 weeks shoot	£1500-£2000+	£1250-£1600+	£900-£1200+	£550-£750+
Primetime Overseas TV/ US Co-Production	£1800-£2750+	£1400-£2100+	£1000-£1400+	£550-£750+
Primetime TV Drama	£1600-£2000+	£1250-£1500+	£850-£1100+	£550-£700+
Continuing Drama/ Soap Opera/Comedy Micro Budget <£1m <30 days shoot	£1350-£1600+	£1000-£1250+	£750-£900+	£550-£650+
Daytime TV/Kids TV	£1350-£1600+	£1000-£1250+	£750-£900+	£550-£650+