

BECTU now balloting on Major Motion Picture Agreement



[Introduction](#)

BECTU has now concluded negotiating with the feature film producers in pursuit of an agreement covering working terms and conditions, led by Pact. The ballot will now open on **Monday 30th October at midday and conclude on Monday 13th November 2017 at noon.**

The union signed memorandum of what was agreed in the talks that concluded on Friday 30th June 2017 at Leavesden Studios. This draft memorandum was strengthened following further negotiations about the wording. Subject to the union's consultation timetable, and an acceptance of these terms by BECTU members in a ballot, it is expected that the agreement will be implemented on all feature films (30 million and over) that begin principle photography after Monday 2nd April 2018.

[The negotiations](#)

BECTU has spent many years in pursuit of an agreement with the employers. Most of the union's freelance production branches have pressed the union to take action where possible to force the employers to negotiate in good faith with the union.

The old agreement (commonly referred to as the blue book) had been ineffectual from its inception in 1991 and was finally dropped. In the absence of any effective agreement there have been huge inconsistencies to terms and conditions. This is not the case with the BECTU/Pact Construction Agreement reached a decade ago. In that sector of the industry, wages have kept pace with inflation and the length of the working day has fallen significantly. For this reason, **the union's negotiating representatives have been very clear that the members will be better off in the long run if an agreement is put in place now. History tells us a collective agreement is the only way you can effectively tackle long hours and other complaints.**

Head of BECTU, Gerry Morrissey, consulted the union's active branches extensively to agree a strategy on this, and the following decisions were made about how the union would conduct the negotiations:

- 1) **The negotiations must be led by BECTU's branch representatives, and not union officials.** BECTU is a democratic union. This meant that Branches would need to elect representatives to negotiate on their behalf, with a mandate to negotiate creatively and in collaboration with other branches.
- 2) **Why did the negotiations need to happen quickly – to a deadline.** In the past, long protracted negotiations had allowed talks to run into the sand. It is not realistic to expect unpaid freelance members to refuse work for very long periods of negotiations and for this reason, the union imposed a deadline of the 30th June 2017 to reach a conclusion to the talks. It was agreed that a mediator would be appointed and that both sides had to demonstrate to a neutral third party that they were indeed serious about negotiating a workable agreement.

- 3) In the absence of an existing agreement, reaching a perfect deal would be impossible in such a short period. It was agreed that **the union needs to negotiate the best terms possible in the time-frame available** and then use this to build upon in subsequent years. For this reason, the union representatives and producers have agreed, in principle, that the proposed agreement will be subject to regular review with a forum that will be established, and meet regularly, between the production branches and employers.
- 4) The employers' opening position was that the agreement must be a framework to harmonise existing terms and conditions and that it must not be 'inflationary'. **BECTU's position was that the terms should be fair and reasonable, and they should address a number of injustices, and unwelcome working practices that have grown up in the years in which there was no agreement.** BECTU repeatedly made these arguments.
- 5) In addition, BECTU aimed **to improve conditions**, and to ensure that working days were structured in a way that incentivises employers not to work unnecessarily long days. The union's negotiators bore this in mind when negotiating overtime 'increments' and also by negotiating to make longer working days generally more expensive (i.e. by ensuring that departments that currently don't receive overtime will start to do so, thereby increasing the cost to production of very long days).

With this approach, it was BECTU's aim to negotiate the best, and most acceptable agreement that is achievable through negotiation at the present time. In the negotiations, it was also the union's position that we were seeking a platform for building a steadily improving set of terms and conditions.

It was our aim that this should be done in a way that ensures that the employers will have to negotiate with the union's representatives in good faith. We believe we have achieved that.

A good agreement is a partnership agreement that creates opportunities rather than disagreements. This agreement provides that mechanism for both sides to prevent day-to-day problems and build a stronger and more secure industry for everyone.

[The negotiators – negotiated by the crew, for the crew](#)

This proposed agreement was negotiated by representatives who were chosen by BECTU branches. Those branches all have their own democratic structures and BECTU always urges each department to ensure that their negotiator will look after the concerns of all parts of their relevant department.

This proposed agreement was not driven by BECTU officials. It was negotiated by crew members, for crew members.

The branch negotiators gave up a significant amount of their own time and often turned down paying work to attend these tough and demanding negotiations. The film industry is one in which members often say that they would be reluctant to "put their heads above the parapet" in fear of how it will affect their career. Because of this, these negotiators deserve special credit for their willingness to stay locked in long days of talks – often in negotiations that became heated and tense.

On behalf of the whole membership, BECTU would like to thank these members for their selfless work on behalf of everyone. The union is proud of the dignified and assertive way that they conducted themselves, respected each other's aspirations in the negotiations, and interacted with employers.

Gerry Morrissey has overseen hundreds of collective negotiations in all sectors of TV, Film and Theatre and he has asked for his thanks to be passed on to these negotiators, along with his confidence that they have achieved the best deal that is possible under the circumstances.

Each branch has now been urged to hold a formal meeting to seek endorsement for the agreement in its current form.

What has been negotiated

Please note: This is a summary of the terms that have been agreed. Inevitably, some issues can only be fully answered by a detailed reading of the text of the agreement, and this document will also be made available to all members during the consultation process.

Disputes Resolution Procedure

The union recognises that the agreement will change the way that the industry works. Employers will adopt new practices as they adjust to working with a single agreement. Some members have claimed that – even though the agreement says [x], it will actually result in employers doing [y] instead. We also understand that the negotiations helped address obvious problems that members have raised with the union in recent years.

We understand that, when employers adjust to these new working practices, new grievances may emerge. For this reason, the union has agreed that there will be regular reviews of this agreement with the employers. To stop any infringements of the terms set out in this proposed agreement, BECTU has agreed a ‘Disputes Resolution Procedure’ which will discourage any ‘flexible’ interpretations of how the agreement should be applied on both sides.

These steps will ensure that the agreement is stuck to, not only to the letter, but also to the spirit of what was agreed.

The Working Day

The standard working week will be 55 hours. This will consist either of Standard Working Days (SWD), Continuous Working Days (CWD) or Semi-Continuous Working Days (SCWD) as defined in the agreement. The Electrical Rigging department has a slightly different arrangement to maintain consistency with their 2016 agreement.

A number of departments, who – in the negotiations - all acknowledged that they currently ‘give’ a lot of unpaid time at the start and the end of days – will now be expected to ‘give’ a maximum of 30 minutes’ prep and wrap time. These departments are listed in the agreement, and for them, the agreement represents an improvement even with the unwelcome expectation that they do some prep and wrap time within their rate. In many cases, people working in these grades were not actually being offered, or claiming overtime in the first place, so again, in aggregate, this is a very significant improvement in the industry.

It was agreed that, in line with custom and practice, every worker will be ready to start work at call time and that everyone should make time for ‘personal preparation’.

Post-Production workers will not work CWDs or SCWDs and they may sometimes expect lunch breaks to be ‘staggered’ to accommodate the need for continuity of work.

Overtime – rates, increments, and ‘Grace Periods’

Overtime rates – currently £35 (camera overtime on a SWD & non-camera overtime) and £50 (camera overtime after a CWD) will be replaced with Tx1.5 for non-camera OT and Tx2 for Camera

OT. There will be a minimum of £25 applied to camera overtime and a ceiling for all overtime of £81.82. As wages go up so will the overtime payment you receive, that has never happened before.

In the case of some selected job-titles (e.g. DOP, Costume Designer, etc) – where BECTU’s branches advised that high-earners routinely negotiate their own deals and would prefer this to stay that way, it was agreed that some grades earning over £3,000 per week would negotiate their own overtime.

The grades concerned are listed in the proposed agreement and members should be clear that this part of the agreement only applies to the grades that are listed.

The ‘Grace Period’ in feature films (in which up to 15 minutes of unpaid work could be added to a day to ‘finish a slate’) will no longer apply. Instead, all overtime is paid at the overtime rates in 15 minute increments for the first two hours and then in hourly increments thereafter. Branch negotiators agreed that - combined with the new (generally, improved) overtime rates – that this is overwhelmingly positive for members while also incentivising productions to allow people to leave earlier instead of working full hours of overtime.

Currently ‘camera overtime’ is £35/hr on a Standard Working Day (SWD) and £50/hr on a Continuous Working Day (CWD). Under the new terms those on more than £963/wk will get more than £35/hr and those who are on more than £1375/wk will get more than £50/hr. Those under these figures will get 2T, but never less than £25/hr for Camera Overtime.

Earlier in 2017, some departments had informed productions that they were seeking a £50/hr (SWD) and £65/hr (CWD) overtime rate. With this proposal, anyone on more than £1375/wk will get more than £50/hr and anyone on more than £1788/wk will get more than £65/hr. Anyone on more than £2250/wk will get the maximum OT of £81.82p/hr. This represents a significant improvement on the terms that many of the departments were actually looking for from these negotiations.

Grades that do pre-calls or extended wraps but that are not on the list of regular prep & wrap grades used to get £35/hr. Now they will get 1½T, so those on more than £1284/wk will get more than £35/hr.

At the outset of negotiations, the employers made it clear that they were unwilling to continue paying £50 per hour overtime to low-paid grades and achieving this change was a key objective for them.

The union representatives agreed wholeheartedly with one part of the employer’s argument – that no-one should be relying upon excessive overtime to achieve a living wage. In some cases, low-paid crew were able to double their earnings with overtime payments – if they were routinely working many hours of overtime during a week on top of 11 hour days. Consequently, the union’s negotiators noted that this allowed everyone to sidestep the issue of the low hourly rates for these grades, thereby actually depressing standard hourly rates at the lower end of the pay-scale.

BECTU’s branches agreed that, in many instances, there were achievable steps that could be taken to improve the hourly rates paid to the lowest grades.

In the case of non-camera overtime, the union’s research showed that – in most departments – low paid staff were not getting paid overtime anyway and therefore this agreement eradicates this practice in the future.

6th and 7th Days

The union negotiators had a choice: To dig-in and argue for Saturdays and Sundays to be premium days, subject to higher rates of pay, or to focus instead on 6th and 7th consecutive days. There was no overwhelming consensus in favour of 6th and 7th days, but where the negotiators consulted their colleagues, there was a clear majority in favour of this alternative.

It was agreed that these days would be paid at Tx1.5 (6th day) and Tx2 (7th day) subject to the floors and ceilings that apply to overtime, and also subject to minimum guaranteed hours as detailed in the proposed agreement. These guaranteed hours are in line with existing custom and practice in the electrical department and this was generally welcomed as it incentivises productions to allow crew to leave earlier than they would if there was a minimum 11 hour 'premium' day.

As a premium rate of Tx1.5 is generally not currently paid for 6th days, this was seen as a significant 'win' by BECTU's negotiators.

Night Work, Rest Periods, Meal Breaks and Bank Holidays

The proposed agreement defines Night Work as any day that includes shooting hours after midnight, or any unit call between midnight and 3am. An 'early' day is one that starts before 5am and hours prior to 5am are paid at Tx2.

The proposed agreement includes terms that cover the "paid turnarounds" and "clawback", a flat-rate night-work premium payment of £20 per night (payable also to dailies), overtime rates for six consecutive nights worked, etc.

"Time Off the Clock" is paid at a rate of Tx1.5 in 30 minute increments, capped at £45 per hour. This rate is higher than the current cap of £35.

The proposed agreement details the timings of meal breaks along with penalties that crew can expect in terms of meals and breaks towards the end of long days. This is another major improvement for many departments who have never received any recognition for broken, delayed or missed meal breaks.

Bank Holidays are paid at Tx2 where worked, and Tx1 when not worked. Daily Crew will be paid at Tx2 when they work Bank Holidays.

Travel and Bases

Base and location will be clearly defined. Time spent travelling from Production Base (or the hotel on a Resident Location) to/from Location is paid time (at 1½T capped at £45/hr), less the first and last 30 road miles. Expenses will be paid if the production does not provide transport.

Travel between overseas locations and to/from the UK on non-working days will be at the daily rate.

BECTU's negotiators argued for lower periods of unpaid travel time, but the employers made the case that this was, in aggregate, the 'status quo'. The negotiators accepted that this is at least a clearly stated position and provides clear rules and definitions.

It is one of the many areas where crew have suffered from there being no collective agreement. It is an issue that BECTU's negotiators will be looking for improvements on in future negotiations.

How will BECTU consult on this agreement

BECTU will ballot every member of the relevant branches of the London Production Division, along with members of the Regional Production Division.

Members will be asked to only vote if they believe that they will be directly affected by it. This ballot will be done using the balloting service provided by Prospect. All members who have an email address in BECTU's membership system will receive an online ballot.

Everyone else will receive a postal ballot. Each member will have a unique reference number that ensures that they can only vote once. This ballot will last for two weeks and – if a majority of members voting for it in each branch support the adoption of the agreement, BECTU will sign it immediately on conclusion of the ballot.

BECTU will be asking every branch to recommend this agreement to their members as *“the best that can be achieved through negotiation.”* The union is urging every branch to hold a meeting to discuss the draft agreement.

Conclusion

BECTU believes that its negotiators have achieved this deal thanks to patient work, and many hours of all the reps time. The union believes that this is the best deal that can be achieved through negotiation. Not only does it represent significant improvements on Terms & Conditions, but it has also “got everything down on paper” in a way that we can start to challenge and use as a point of reference going forward in the future negotiations that will be taking place yearly.

The alternative is more years of frustration in which the union struggles to get the employers to negotiate in good faith while conditions continue to vary from one production to the next.

The departments that have protected their positions most effectively overall have always advised other branches that nothing is properly achievable until terms and conditions have been nailed down. This agreement will get the union's members to this point.

Importantly each branch had the option of appointing their own negotiators and making their voice heard at the table.

BECTU's negotiating team are recommending this agreement as being the best terms that are achievable through negotiations at this time and BECTU is urging every member to vote in favour of it when the ballot is circulated.