

TO THE PACT/BECTU
TV DRAMA AGREEMENT

#### INTRODUCTION

- This is intended as a 'plain English' guide to the TV Drama Agreement, not as a replacement for it - the agreement's word is final & crew are encouraged to familiarise themselves with it. The full text can be found at: www.camerabranch.org.uk/agreements
- The TV Drama Agreement is due for review. Please let us know if you experience problems arising from it, or have changes you would like to see made, by contacting info@camerabranch.org.uk.
- Numbers in brackets refer to the applicable paragraphs of the agreement.
- This guide is produced by the Camera Branch of the London Production Division of BECTU, 2019.

www.camerabranch.org.uk

join: bectu.org.uk/get-involved/join-bectu

contact: info@camerabranch.org.uk

## **DEAL MEMO & CONTRACT** (4.2, 5.1, 5.2)

- Crew should receive a Deal Memo before starting work which includes shooting hours, payment, prep & wrap time, where the production is based for the purpose of travel, & the budget band of the production.
- Crew should receive a full contract no less than a quarter-way through the job or within 6 weeks of starting work (whichever is sooner).

# **PAYMENT** (5.5)

- Basic pay should be no more than one week in arrears
- Additional payment (overtime etc) should be made no later than 14 days from receipt of timesheet/ invoice.

# **DAILIES** (5.4.2)

- If a daily booking has not been confirmed by 3pm the day before, the worker may consider themselves 'off hire' and free to take other work.
- If a confirmed booking is cancelled by production after 3pm the day before, the crew member is entitled to one day's pay as a cancellation fee.

# PREP & WRAP (PACT/BECTU statement - see website)

- The crew member's daily rate may include time outside shooting hours for prep & wrap which must be specified in the deal memo. Prep time & wrap time should be listed separately & not combined.
- The agreement does <u>NOT</u> specify a set amount of time for prep & wrap, only that it must be 'customary' to your department & grade.
- The Camera Branch position is that up to 15 minutes at either end of the day can be considered customary for Camera Assistants.

- Prep & wrap time cannot be used for shooting, travelling, or for any work that is additional to what would normally have been done in the past (i.e. precalls, extended wrap from difficult locations, etc. are not included & should be charged as overtime).
- Prep & wrap time does not count as 'shooting hours' for the purposes of calculating your overtime rate.
- Prep & wrap time worked after midnight does not count as 'Night Work'.

## **SHOOTING HOURS** (6.3)

#### SHOOTING HOURS MAY BE:

- 10hrs on camera + 1hr lunch (or 9hrs continuous paid at the same rate)
- 11hrs on camera + 1hr lunch (or 10hrs continuous paid at the same rate)
- A semi-continuous day (with a 30 min break) is only permitted 'in exceptional circumstances by local agreement' (6.2.3). The hours are not defined in the agreement but BECTU's position is that the oncamera hours should be the same as a continuous day, with an additional unpaid 30-min lunch break.

#### OVERTIME (6.7)

- Paid at 1.5T with a minimum of £35/hr and a maximum of £45/hr.
- The first hour of OT each day is paid in 30min increments & hourly after that.
- OT may not be scheduled on continuous days: 'extended' continuous days are not permitted.
- OT on continuous days is capped at 2hrs per week after which production must agree locally with crew, who may renegotiate the overtime rate.

## Continued ➤

## **GRACE** (6.7.4)

- 15mins 'grace' can be requested twice per week. It can only be used to continue a slate which has been started before the scheduled wrap time.
- A third 15min grace period within a working week will be paid as 1hr OT.

# NIGHT WORK (6.6)

- Shooting hours worked past midnight accrue compensatory rest to be given at the end of the week (or at the end of the period of night work if that lasts longer than a week), up to a maximum of one working day for each period of night work.
- Production may choose instead to pay crew 'in lieu'
  of rest, at single time, for each hour worked past
  midnight, up to a maximum of one working day for
  each period of night work.

#### CLAWBACK (6.5)

- Maximum permitted clawback of the call time from night to day is:
- 1hr per day on standard days
- 2hrs per day on continuous days

# **EARLY CALL** (6.7.6)

- Early calls before 6am will be paid at the overtime rate. Early calls do not count as 'night work'.

#### MEAL BREAKS (9)

- Lunch should be no later than 6 hours after call.
- If lunch is later than 6 hours after call, OT is payable.
- If the working day continues more than 6hrs after the end of lunch, an additional break of 30mins must be

- given. If this break is not given, or is curtailed, OT is payable.
- Lunch (or a payment in lieu) must be provided for crew working away from production base.
- On a continuous day crew must have 20mins to eat (6.2.2).
- On a continuous day production must provide a hot meal and ensure it is available to all the crew, taking into account that they may not be able to eat at the same time.

# **OVERNIGHT BREAK** (6.8)

- Crew must have 11hrs off between working days. NB this is 'between the end of one work period and the commencement of the next' - not from wrap to call.
- If the overnight break is curtailed, overtime is payable (6.8.3).

#### **DAYS OFF** (6.8)

- Every week must include at least one day off.
- Rest days can be scheduled together or separately.
- Crew are entitled to their 11hr overnight break before a day/weekend off.

#### SIX-DAY WEEKS (6.4)

- The number of 6-day weeks permitted is capped on a sliding scale according to the length of the schedule
   see (6.4) for details.
- If six-day weeks are scheduled, each working day must be no longer than 10hrs on camera.
- Sixth days must be paid pro rata & not bundled up into a weekly rate.

## SEVENTH DAYS (6.9)

- 7th days must be approved by production in advance & are payable at 2T.

# TRAVEL (7)

- If unit base is more than 30 miles from production base, distance travelled in excess of 30 miles will be paid as mileage and the time spent travelling after the 30 mile point will be either taken off the day or paid as overtime. Each journey should be treated as separate overtime increments.
- If production base is in London, production may choose instead to pay mileage & travel time when unit base is outside the M25 (this choice will then apply for the whole job).
- If travel from unit base to location is more than 15mins each way production must either pay overtime or take the time off the working day.
- Working away in the UK: if the unit base is more than 20 road miles or 30 minutes from your hotel, time spent travelling in excess of 20 miles or 30 minutes will be taken off the day or paid as OT, and mileage above 20 miles will be paid.
- Working away <u>overseas</u>: production will choose a local production base & the 30 mile rule applies (see above).

## **BASIC FACILITIES (10)**

- Crew must have access to toilets & running water within a short walk from location.
- Crew must have access to drinking water at location.

# DISPUTES (15)

 Camera Branch members who have queries about the interpretation of the TV Drama Agreement or disputes arising from it that they cannot solve informally with production are encouraged to approach their reps directly or contact the Branch on info@camerabranch.org.uk.