

Low Budget Action Plan

A LONDON PRODUCTION DIVISION CONSULTATION

LPD CAMERA BRANCH (REPRESENTED BY PHIL RHODES)

Contents

Proposal for the Low Budget Action Plan	2
The Status of this document & how it can be revised	2
Scope of this document	2
How to propose amendments to this document	3
Draft consultation schedule.....	4
Low budget action plan	5
Overview of Accreditation	6
Overview of the Low-Budget Agreement (LBA).....	6
Full text of the proposed Low Budget Agreement	6
Appendix One – Draft Deal Memo Template	14
Appendix Two – Statement on Bullying and Harassment	15

BECTU Official document owner: Paul Evans – Assistant National Secretary (London Production Division)

Version Control

Version	Date	Author	Comments
v0.1	22/06/19	LPD Camera Branch	Initial draft for consideration

Proposal for the Low Budget Action Plan

The following document is an early draft of a proposed action plan to address the issues that are common on low-budget and independent productions, though it could apply to any production for which no other agreement exists.

New material, including the statement of purpose and guidance for new entrants, was written by Phil Rhodes, Tim Bertani and Jon Howard, members of the LPD Camera Branch committee. Much of the low-budget agreement was assembled from a simplified version of the existing BECTU/Pact TV Drama and Major Motion Picture agreements. Everything here is a work in progress and may need changes, though it is understood and accepted that this simplified agreement will not cover every single unusual case that may exist.

Since these are issues which affect everyone, not just camera crew members, all branches are encouraged to consider it and report their conclusions to the London Production Division Committee.

The Status of this document & how it can be revised

This document is designed to support a consultation that is intended to give BECTU members a set of 'base' recommended terms and conditions that members can seek when working on low budget TV, feature film and 'promo' productions.

It is intended to provide comprehensive guidance that has been agreed by BECTU's democratic structures, - *if the union can agree a text of this document.*

This consultation is intended to attempt to give BECTU's London Production Division (LPD), and the BECTU Sector SEC a document that it can consider, and if it is acceptable, to adopt and circulate to all members. The aim of the consultation is to achieve the best available consensus.

It is accepted that, at the end of the consultation, it is a possibility that the Union's structures may be unable to agree a document, and we aim to offer the union to option to either adopt this (the best text we can agree on) or to continue with no formal guidance.

All interested BECTU branches, and a number of other stakeholders, will be consulted by Phil Rhodes – a member of the LPD Camera Branch who has been authorised by LPD to manage this consultation based on a first draft created by Phil.

Scope of this document

This document is intended to create a benchmark that the union can promote, with a view to achieving gradual long-term improvements.

LPD recognises that this document must be realistic. It can't simply be a 'wish-list' of ideal terms and conditions. Phil Rhodes will strive to strike a balance between a position that members would like to have respected, and terms that he believes that productions are likely to accept and respect. 'Standard' terms are a benefit in themselves in many cases. The guidance in this document must be something that members can realistically seek. It must be aspirational and pragmatic. It will not include reference to any recommended rates of pay, except where the union takes a position on the minimum acceptable rates acceptable at entry-level.

Members are encouraged to engage with this in a positive way with a genuine aim of helping Phil to reach the version 0.4 that he will need to hand over to LPD. To be clear, it is the union's preference to publish a document that is acceptable to a broad consensus of our members if at all possible.

How to propose amendments to this document

This document is subject to constant review. All readers of this document are welcome to...

- Propose changes that will remove inaccuracies or clarify points
- Propose changes to this document (including significant material alterations to it).
- Suggest questions that the document leaves unanswered - if enough questions are proposed, the document will incorporate a 'frequently asked questions' (FAQ) page.

Any properly convened and *quorate* LPD branch meeting can endorse or reject proposed amendments to any of the scheme's documents including this one.

All such updates to this document should, in the first instance be emailed to Phil Rhodes at phil_rhodes@rocketmail.com with a request that they are considered prior to the publication of the next version.

All changes prior to the 24th January 2020 must then be agreed by Phil Rhodes. Once it has been handed over to LPD (i.e. v0.4) responsibility for amendments will fall to the LPD Secretary and Chair subject to the approval of the LPD Committee.

Any proposed corrections should clearly state which page is being corrected, and should state which text needs amending.

Example: Proposed amendment to page 7 of 'Low Budget Action Plan' document, v0.1

Replace:

"The rain in Spain falls mainly on the plain" (line 11) with "The rain falls hard on a humdrum town."

Proposed insertions of new text should similarly be described, noting the proposed new text, and the exact point in the page/line that the insertion should be made. All such updates to this document should, in the first instance be emailed to Phil Rhodes at phil_rhodes@rocketmail.com with a request that they are considered prior to the publication of the next version.

Draft consultation schedule

22 nd June 2019:	Publication of v0.1 of the document + Presentation by Phil Rhodes at the BECTU Big Summer Gathering event - https://london-summer-gathering-2019.eventbrite.co.uk
Jun 22 nd – Sep 20 th 2019:	Stage 1 consultation period (circulation to BECTU branches for comment)
Sept 21 st – 29 th Sep 2019:	Consolidation of Stage 1 comments by Phil Rhodes
30 th Sep – 4 th Nov 2019:	Stage 2 consultation period (circulation of document v0.2 to BECTU branches for comment)
5 th Nov – 24 th Nov 2019:	Consolidation of Stage 2 comments by Phil Rhodes
25 th Nov – Jan 24 th 2020:	Stage 3 consultation period (circulation of document v0.3 to external stakeholders – other unions, guilds, employer organisations, agents, agencies, etc, and also to BECTU branches for comment)
25 th Jan – 15 th Feb 2020:	Consolidation of Stage 3 comments by Phil Rhodes.
18 th Feb 2020:	<p>Hand over of document v0.4 to BECTU London Production Division for consultation and final amendments from branches. At this point, LPD can take a view on how Branches and wider members should be consulted. The aim is to get to a point where LPD can either reject the document in full, subject the document to some kind of member-ballot or other consultation, as directed by the LPD Committee, or simply to adopt the document in its final form, as amended by LPD.</p> <p>If the document is adopted by the LPD Committee, it will then be forwarded to the Sector Executive Committee for formal ratification and acceptance. Once accepted, it will be published as v1.0 and circulated widely to BECTU members as a template agreement / guidance on working in low-budget audiovisual productions that are not subject to existing BECTU agreements.</p> <p>Branches will then asked to adopt strategies to ensure that members can promote, and ideally, enforce the terms and conditions and that the industry can be strongly encouraged to adopt the working practices that are promoted in this document.</p>

Low budget action plan

On low budget productions, concerns over fair treatment of workers, ranging from pay and conditions to safety of life, are common. Existing industrial agreements often aren't intended to apply to these productions, and may be genuinely unaffordable. This proposal is intended to define what a low budget production is, and generate a code of conduct aimed at preventing common problems without making impossible demands.

The intention is to:

- Create a code of conduct defining a low-budget production and reasonable behaviour for producers of such productions
- Provide guidance for new entrants regarding low budget productions
- Create a mechanism to administer the accreditation process and deal with enquiries.

Outcomes should include:

- Improved working conditions for crew
- A level playing field in which producers are not effectively penalised for behaving responsibly.

The project originates with the Camera Branch of London Production Division, but affects everyone on a film crew and will be of interest to all branches involved with film and television production.

The action plan is designed around two core ideas:

- 1) **The plan should apply very broadly.** The problems the plan is designed to solve are more common the lower the budget of the production is, but the plan might apply to *any* activity which engages techniques common to the film and television industry. It is not intended to restrict one-person operations running a YouTube channel, but might become relevant as soon as one individual asks others to become involved, and might remain relevant all the way up to the high six figures of budget where crew organisation is essentially indistinguishable from the high end.
- 2) **The plan targets conditions before pay.** Some low-paid jobs are worthwhile. Others are not, for a variety of reasons. The action plan does not seek to address this question, but recognises that a rate card for *all* productions may prove to be unenforceable and risks alienating otherwise-amenable producers. Instead, the issues of pay and conditions are addressed separately. Decent, safe working conditions, *legal* pay, and a rate card for *some* productions *are* required. The usefulness of low-paid work may be covered separately, as an educational topic in the guidance for new entrants is there is any interest in proposing this as an addition to this document.

The scheme aims to create an 'accreditation' scheme that employers can apply for in which they commit to employing workers on terms that are equal to, or better than those outlined in this document, and using practices that respect the guidance outlined in this document. It is envisaged that this accreditation may be withheld from any production for which the union feels another agreement would be more appropriate.

Producers must agree that the union may withdraw accreditation if the union feels that code has been breached. This may mean the production loses access to the benefits of accreditation, which may mean losing some of the benefits of accreditation. We aim to consult on various incentives that the union can offer to productions that are accredited by this scheme. The proposal also potentially benefits producers. Facilities and equipment suppliers, recruitment websites, insurers and locations. These businesses may be persuaded to offer preferential treatment to accredited productions on the basis that some of their due diligence has already been done by the union. Further, producers can act fairly, which will cost them something, without concern that they will be lose competitiveness with less scrupulous people.

Overview of Accreditation

It is proposed that the union should:

- Agree to accredit productions which agree to a code of conduct
- Seek to secure benefits for accredited productions, including:
 - Preferential exposure on recruitment websites
 - Preferential rates for:
 - Facilities
 - Equipment
 - Insurance
 - Locations
 - Festival entries
- Provide a point of contact accessible to both producers and crewmembers, to:
 - Clarify points of the agreements
 - Manage communication between production and the crew
 - Deal with breaches of the code
- Offer training for producers

Overview of the Low-Budget Agreement (LBA)

The code should largely be a subset of existing agreements for mainstream production, particularly requiring:

- Dilligent safety behaviour.
 - Productions must show evidence of employers and public liability insurance.
 - Employment law is followed
 - Working hours per day and days per week must be legal and reasonable.
- Productions offering income sharing must share based on gross income, not net, and must show accounts.
- A written memo (or full contract) will be made available to all crew before work starts on the production. It must state:
 - that the production will follow the code
 - working hours, including meal breaks
 - the compensation for overtime, whether financial or time off in lieu, where time off in lieu should be of longer duration than the overtime worked
 - the maximum number of days without a day off
 - the amount and schedule of compensation
 - the details of any profit sharing options.

Full text of the proposed Low Budget Agreement

1) Purpose

- 1.1. To support both workers and producers in the low-budget sector, we propose this code of conduct. It supplies a simple set of terms that can be adopted by producers in the low-budget sector who wish to be good employers and will serve as a mark of professionalism.

Productions adhering to the code will be endorsed by the union and may gain certain benefits from this, while ensuring that employees can rely on reasonable and fair terms of employment.

2) Scope.

- 2.1. This agreement may be applied to any production not covered by another BECTU production agreement, and which qualifies as British under BFI criteria (but which may be shot outside the UK.)
- 2.2. Terms of the agreement will be applied to any subordinate organisation used for the creation of the production.
- 2.3. Accreditation may be withheld from any production for which BECTU feels another agreement would be more appropriate.
- 2.4. Accreditation may be withdrawn if BECTU feels the agreement has been breached.

3) Budget and documents

- 3.1. The producer will disclose to BECTU the total budget of the production.
- 3.2. BECTU will treat budget information as confidential.
- 3.3. BECTU may issue a rate guidance note based on the budget.
- 3.4. The producer will file copies of documents showing adequate insurance before the start of production (see section 11.)

4) Engaging and paying

- 4.1. Prior to the start of the engagement, Production will issue a deal memo or full contract specifying the agreed hours and the payment offered. Any hours worked in excess of this will be paid as overtime (see section 6.)
- 4.2. Producer shall issue the Worker with a contract of engagement no more than one quarter of the way through the engagement or within six weeks of the start of the engagement, whichever is the shorter. The contract of engagement should only be delayed beyond this period in the most exceptional circumstances. The financial terms of the contract of engagement shall be no less favourable than the terms of the Deal Memo and this Agreement.
- 4.3. It is understood and agreed that the Worker's contract of engagement and the Producer's published internal company policies and procedures (together, "Company Policies") may address some of the matters also provided for in this Agreement. The terms of the Worker's contract of engagement and Company Policies shall take precedence provided that this does not conflict with or undermine the terms provided for under this Agreement.

4.4. Types of Engagement:

Workers will usually be hired on fixed term engagements, either for a specified period of days, or on a daily engagement.

a) Fixed Term engagements of one week or more:

The engagement can start on any day of the week and may be terminated by one week's notice or without notice in accordance with the provisions of the Contract of Engagement. Payment in lieu of notice shall be for one week or the remainder of the contract, whichever is less.

b) Daily Engagements

Where daily hires are not confirmed by 3pm the day before commencement, the Worker is deemed to have not been hired and can accept other work. If the Worker is confirmed by 3pm on the day before the engagement is due to commence and then cancelled by a representative

of the Producer through no fault of the Worker the day before the engagement is due to commence, the Producer will pay the Worker for one day at the agreed daily rate

5) Payment

Where a Worker is hired for a specified number of days, the first pay week shall start on the first day of the engagement or shall be such day as nominated by the Producer. Subject to signature of a contract of engagement (where issued), the Producer agrees to pay sums owing to the Worker as follows:

a) Schedule E/PAYE engagements

On weekly and daily engagements payment of the week's/day's basic pay shall be made promptly (normally one week in arrears) with any additional monies owing from overtime hours and other variables being paid within 14 days of receipt by the Producer of valid and undisputed written evidence of sums claimed. Where the pay frequency varies from payment one week in arrears, the Producer shall promptly advise Workers of the frequency that applies.

b) Schedule D/loan-out company engagements

Payment will be made on the next processed payroll after receipt by the Producer of a valid and undisputed invoice from the Worker or the loan out company contracted to provide a Worker's services

6) Scheduling

- 6.1. The production will comply with the European working time directive. The attention of the producer is particularly called to the requirements for meal and rest breaks.
- 6.2. Worker should be informed in the Deal Memo of the provisional working schedule before the time of contracting. Producers should seek to restrict excessively long working days and should take careful account of the hours needed for preparation before the shooting day/night starts and for wrapping after the shooting day/night has finished and of hours needed for travel to/from Production Base and location.
- 6.3. Producers shall endeavour to give Workers the rest and other breaks set out in this Agreement. It is understood between Producers and Workers that there may be occasions where due to matters such as but not limited to access to facilities, talent, weather or labour or where there is a need for continuity of service or production, breach of rest breaks is unavoidable. In such cases, Producers shall endeavour to ensure that Workers receive appropriate rest at the earliest available opportunity and that breached rest periods are taken into account when scheduling periods of work and paid at the applicable overtime rate.
- 6.4. Producers should consider staggering Workers were possible to manage the length of the working day, and engage dailies where necessary. Producers should give special consideration to offering overnight accommodation or transport in circumstances where Workers are expected to be working excessively long working days.
- 6.5. HODs and/or their department nominee should be consulted on scheduled working hours and any changes to the schedules and should liaise with Producers if it is felt additional team members are required on certain days or shoots. HODs should endeavour to input in the course of pre-production meetings on any possible issues that may arise in relation to scheduling.

- 6.6. The maximum normal working hours will be 10 and will include a 1 hour unpaid lunch break and any time needed for preparation and wrapping.
- 6.7. By agreement with crew, production may schedule a 9-hour continuous working day with no lunch break, provided that the Worker should be allowed no less than a twenty minute uninterrupted break in which to eat.
- 6.8. Where a working day continues into overtime, subsequent meal breaks will occur no less than every six hours.
- 6.9. A working week will be 5 days. Where weekend working is required for the needs of the production, days from the normal working week will be given as breaks in the week prior or following the weekend. If the whole weekend is worked, the break days will be consecutive.
- 6.10. Hours worked in excess of these will be paid as overtime:
 - a) Increments of 30 minutes will be observed.
 - b) The first two hours of overtime will be paid at 1.5T
 - c) The third and subsequent hours of overtime will be paid at 2T
- 6.11. TBC Night work

7) Travel

7.1. Definitions

- a) Production Base is usually the place where the production office will be located and will be so unless otherwise designated in the Deal Memo. A producer can nominate one UK Production Base for each Worker.
- b) Unit Base is the location of the catering, facilities vehicles and parking to service that day's shooting.
- c) A Resident Location is the place of work over 50 road miles from Production Base which a worker cannot be expected to travel to and from each day.

7.2. Travel by car

- a) Mileage costs for the use of a Worker's own vehicle, where approved in advance by the Producer, will be reimbursed in accordance with HMRC guidelines.
- b) No payments will be made for time spent or costs associated with travelling from a Worker's home, or overnight accommodation at a Resident Location, to and from Production Base.
- c) 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 taken off the working day or paid as overtime. This applies in both directions.

7.3. Travel by air

- a) It is the Producer's responsibility to make necessary bookings where the Worker is required to travel by air. All flights shall be on scheduled passenger services, or on charter flights with safety standards that conform to those of the United Kingdom Civil Aviation Authority.

- b) Time off after air travel: Producers shall take into account time changes and duration of travel in scheduling work following a period of air travel. For long-haul flights the Producer shall take into account the standard of seating and services afforded by that airline.
- c) Excess Baggage: The Worker will be responsible for the cost of transportation of any excess baggage. Where such excess is caused by the carriage of pre-approved tools of the trade, or where agreed in advance between the Worker and the Producer, the cost of transportation of excess baggage will be the responsibility of the Producer.

8) Providing and paying for meals

- 8.1. Where the Worker is required to work away from Production Base as part of the shooting crew, the Producer will provide lunch. If the Producer does not provide lunch the Producer will provide an agreed payment in lieu or shall reimburse the Worker the cost of lunch on production of a valid receipt (including VAT details where applicable). Payments and/or reimbursement of meal costs shall be subject to a reasonable maximum cost agreed in advance between the Producer and the Worker. Where no maximum cost has been agreed, payment will be made with reference to the HMRC guidelines provided that the Worker supplies valid receipts for the actual costs incurred.
- 8.2. Producers are not required to pay expenses or cater meals for those working from home or at premises where food is readily available at the premises and/or nearby save in the circumstances specified in Clause 9.1.
- 8.3. Where there is a delay to or curtailment of a meal break, provided for in Clause 8.2 or 8.3 above, the overtime provisions in Clause 6.10 will apply.

9) Basic Facilities

- 9.1. Workers should have access to running water and toilet facilities at or within a short walking distance of any place used for work during periods of work. Drinking water should be available at every place of work.

10) Holiday entitlement

- 10.1. Workers shall be entitled to 5.6 weeks of paid leave per annum inclusive of bank holidays, pro rata to length of contract.
- 10.2. The Producer may nominate days on which Workers are required to take paid leave.
- 10.3. A Worker may request paid leave on particular day(s) and the Producer will give sympathetic consideration to any such request, but it is the Producer's prerogative to determine if and when paid leave is taken during the term of the contract.
- 10.4. If a Worker has not taken their full holiday entitlement as paid leave by the end of their contract, the Producer will make a payment ("holiday pay") equivalent to the Worker's basic daily contract rate for the number of days and fractions of days not taken.

11) Insurance

- 11.1. The Producer shall effect Employer's Liability insurance as required by law.
- 11.2. The Producer shall effect adequate Personal Accident, Health and Travel insurance for all Workers required to work outside the United Kingdom.

- 11.3. The producer shall effect adequate insurance for equipment hired from the Worker (excluding tools of the trade which the Producer's insurer will not ordinarily insure) subject to the Worker providing an inventory with serial numbers and replacement values.
- 11.4. In the event of the death of a Worker engaged under the terms of this Agreement while on location in the United Kingdom or overseas it shall be the responsibility of the Producer to return the remains and the Worker's personal effects to the last known residence of the deceased in the United Kingdom.
- 11.5. Overseas insurance: When required to render services outside the United Kingdom the Producer shall arrange for Workers to be covered by an insurance scheme which provides minimum cover levels as set out below. For the purpose of this Clause the United Kingdom shall mean the mainland and coastal islands of England, Scotland, Wales and Northern Ireland.
- a) Personal Accident and Illness: Up to £62,500 for accidental death or permanent incapacity, and up to £200 per week for temporary incapacity after the first 7 days, up to a maximum of 52 weeks.
 - b) Medical and Emergency Travel Expenses: up to £500,000 in respect of death injury or illness while on an overseas location (excluding any known pre-existing conditions). This would cover medical and hospital treatment, travel back to the UK, overseas travel and accommodation expenses, and funeral expenses incurred overseas (including returning remains to the UK).
 - c) Personal effects: up to £1,500 for baggage and £200 for cash. For delayed baggage, up to £250 for replacement items.

12) Force Majeure

- 12.1. If any cause beyond the control of the Producer shall prevent or stop work on the production or result in interruption or delay (including, but not limited to, fire, casualty, accident, riot or war, act of God, strike, lock-out, labour conditions, judicial order or enactment or incapacity or death of any leading artist, the producer, the director or a senior technician) the Producer shall after providing written notice to the Worker concerned be entitled immediately to either suspend the engagement or terminate the engagement as specified below.
- 12.2. Suspending the engagement:
- a) Suspension will last as long as the event giving rise to it plus such further period not exceeding 21 days as may reasonably be required by the Producer to prepare to resume using the Worker's services, or until the engagement is terminated.
 - b) While it lasts, payments of remuneration under their engagement (other than remuneration due up to the date of suspension) will cease to fall due.
 - c) The term of the Worker's engagement will continue after the suspension ends (unless it ends by termination of this Agreement) for the length of time unexpired when the suspension began.
 - d) The Worker will continue during the suspension to comply with all of their obligations under the terms of their engagement not affected by suspension and shall not without the prior consent of the Producer (such consent not to be unreasonably withheld) agree to render services to any other person during the continuance of such suspension.

- e) If the event giving rise to the suspension occurs on a location outside the UK the Producer will discuss with insurers the cost implications of the delay and make all reasonable arrangements for the Workers to return to the UK where the anticipated delay in filming warrants such a course of action.

12.3. Terminating the engagement: The Producer may terminate the engagement as from the prevention or stoppage of production by notice in writing within five working days of the prevention or stoppage on payment of remuneration for all services rendered prior to the date of prevention or stoppage.

13) Unit Representatives

13.1. Subject to obtaining the Producer's prior consent to attend which shall not to be unreasonably withheld, BECTU officials will be provided with reasonable facilities to allow meetings with members during break periods and will comply with the Producer's reasonable directions and/or requests. Any such meetings shall take place in a manner that does not involve disruption and /or interruption of work. Officials may be required to sign confidentiality agreements when seeking access to closed sets or other sensitive sites.

14) Complaints and disputes procedures

14.1. Both the producer and BECTU shall submit any differences or disputes arising solely in relation to the application of this Agreement in accordance with this Disputes Procedure in a timely manner, and agree to use this procedure and no other until that procedure is exhausted.

14.2. In the first instance Workers should informally raise issues of concern with the HOD, Line Producer, the Head of Production or Production Executive as referred to in the Deal Memo. Where informal efforts to address complaints are not successful, the matter in question may be referred to the disputes procedure set out below if it relates to the application of this Agreement.

14.3. In the event that a dispute or difference about the application of this Agreement arises between a Worker or Workers and a Producer, either party to the dispute or difference, or BECTU or the producer, shall within seven (7) days of its cause having arisen, invoke the following procedure:

- a) every endeavour shall be made by the authorised representative of the Producer, the authorised unit representative of BECTU (if any) and the Worker(s) concerned to resolve the matter at the place at which it has arisen. Failing such resolution within seventy two hours:-
- b) the matter shall be referred to a senior representative of the Producer and the appropriate full time official of BECTU, who shall, in consultation with the Worker(s) and the Producer's representative(s) concerned, make every endeavour to resolve it. Failing such resolution within seventy two hours:-
- c) the matter shall be referred to an industry panel consisting of two representatives each of the producer and BECTU, who shall not be those directly concerned with the matter in dispute. This meeting shall be held within one week of either party receiving a written request for the meeting from the other. The Chair of the panel shall alternate. Each member including the Chair shall have one vote. If the decision of the panel is unanimous then it shall be binding. If the panel is unable to reach a unanimous decision, and if either party wishes to pursue the matter, the following stage will apply: within

seventy two hours either party may refer the matter to the Advisory, Conciliation and Arbitration Service, for conciliation or by mutual agreement for arbitration. In the event that no reference is made to ACAS or elsewhere, or such reference fails to achieve an agreed or arbitrated outcome, the Disputes Procedure shall be exhausted.

14.4. The Producer and Worker agree to accept as final and binding any resolution of a dispute reached under the Disputes Resolution procedure. No stoppage of work or lock-out shall take place until the procedure has been invoked and all stages of it exhausted, and the guiding principle shall be that whatever practice or custom was in operation before the registration of a dispute under this Clause shall continue until the procedures laid down have been exhausted.

14.5. Reference in this Clause to periods of twenty four and seventy two hours are to be interpreted as excluding Saturdays, Sundays and UK Bank or Public Holidays.

15) Health and Safety

15.1. Producers as employers have a duty of care to all Workers and must ensure they have in place a robust health and safety policy that takes into account all stages of production, including prep, filming and post-production that is compliant with all relevant health and safety legislation and satisfies any commissioning broadcaster requirements. Producers agree to ensure their health and safety policies are made available to Workers.

16) Statutory Sick Payments

16.1. The Producer will pay SSP where a Worker's engagement meets statutory qualifying criteria and where the Worker satisfies statutory requirements in connection with the payment of SSP.

17) Bullying and Harassment

17.1. The Producer and BECTU fully support and agree to endorse the joint statement on Bullying and Harassment set out in Appendix Two to this Agreement.

Appendix One – Draft Deal Memo Template

This page will include a “deal memo” template.

It may not be appropriate to design this until the text of the Low Budget Agreement is approaching completion.

Draft

Appendix Two – Statement on Bullying and Harassment

Bullying is an abuse or misuse of power, involving offensive, intimidating, malicious or insulting behaviour intended to undermine, humiliate, denigrate or injure another. It can include hostile verbal or nonverbal communication, sabotage, exclusion, manipulation, and psychological or physical abuse. Acts carried out online or using social media networks, email, text or platforms can also amount to bullying.

Harassment is unwanted conduct related to characteristics such as age, disability, race, religion, sex or sexual orientation, which has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. It includes unwanted conduct of a sexual nature which has that same purpose or effect and can include conduct which causes a person alarm or distress. Acts carried out online or using social media networks, email, text or platforms can also amount to harassment. We recognise that the freelance nature of the television industry makes this issue particularly difficult.

If a Worker feels he or she is being bullied by a Head of Department on whom the Worker relies for future employment, he or she may be reluctant to pursue the matter. Equally, the Worker may be reluctant to act if the Worker feels he or she is being bullied by a peer who commands a position of power or authority in their freelance community.

Nevertheless, Pact and BECTU encourage any Worker working in the industry, who believes they have been bullied or harassed, to bring it to the attention of an appropriate person who is able to take the matter forward.

Depending on circumstances this may be a Head of Department; a Producer; or if the Worker is a BECTU member, a BECTU full-time official. Any confidentiality requested by the complainant should be respected by the person to whom they bring the complaint. Where bullying takes the extreme form of threats of physical violence, or actual physical violence, it may become a criminal matter.

We would encourage any Worker subject to such behaviour to seek legal advice.