# Bectu/Pact Construction Crew Agreement:

for Major Motion Feature Films and single piece of theatric-type content intended for a global SVOD (Subscription Video On Demand) platform with a production budget equal to or in excess of £30,000,000



Bectu Head Office 100 Rochester Row, London SW1P 1JP 0300 600 1878 info@bectu.org.uk

# The agreement

Applicable as of: (Date)

Between:

Producers Alliance for Cinema and Television whose registered office is Fitzrovia House, 3rd Floor 153 Cleveland Street, London, W1T 6QW ('Pact')

and

Broadcasting, Entertainment, Communications and Theatre Union whose registered office is 100 Rochester Row, London SW1P 1JP) ('Bectu', a sector of Prospect)

## 1. General

- 1.1 Construction Crews: these arrangements are to cover Construction Crew workers on Major Motion Feature Films and single piece of theatric-type content intended for a global SVOD (Subscription Video On Demand) platform with a production budget equal to or in excess of £30,000,000 produced in the UK by leading producers.
- 1.2 Construction Crew Worker: for those hired only for the purposes of being craft graded members of Construction Crews: Carpenters, Machinists, Painters, Plasterers, Metal Workers, Sculptors, Riggers, Stagehands, Labourers, Chargehands, Supervisors and their relevant Head of Department.
- 1.3 Where there has been a timely and appropriate request made by a union official for a pre-production meeting to clarify contractual start dates and notice dates, genuine efforts by the Company will be made to accommodate such a request.
- 1.4 The production shall have a single designated Production Base, which may be a studio, or office address. Crews can be called to travel to 'an agreed list of studios' throughout production without incurring mileage or travel time from the Crews home/ residence. However, travel between these sites during the course of a working day shall attract a mileage payment.
- 1.5 Where Construction Crews are required to work at a location outside of those prescribed at Clause 1.4, such journeys to and from said location shall constitute as travel time within the working day and where applicable mileage shall be paid.

- 1.6 To continue to work towards creating co-operation between producers and crews and a willingness to work overtime where required to ensure effective and smooth running of a production.
- 1.7 All overtime within this agreement is considered voluntary and shall be subject to the consent of the worker.

## 2. Written contract and deal memo

A written deal memo should be provided at the start of the job, and a full written contract would follow within a reasonable period. The terms of the deal memo should meet the requirements of a written statement of particulars pursuant to s.1 of the Employment Rights Act 1996.

## 3. Working Week/Hours

- 3.1 The working week will be defined as thirty-seven and half (37.5) hours normally taking place over a 5-day period ('Working Week'), typically starting on Monday.
- 3.2 The Working day is a seven and a half (7.5) hour day excluding Rest and Meal Breaks.

08:00-10:00	1 <sup>st</sup> work period
10:00-10:30	Unpaid rest break
10:30-13:00	2 <sup>nd</sup> work period
13:00-14:00	Unpaid lunch break
14:00-17:00	3 <sup>rd</sup> work period

3.3 Typically the normal working day is as follows:

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.

3.4 The hours of 2100 to 0700 at a studio or on location will attract Unsocial Hours Payments ('UHP'). Work paid during this period is paid in half hourly increments for actual time worked.

UHP shall be classified as follows and attract the following payments:

- 2.3.1 Between the hours of 2100 and 2400 a payment of £15.00
- 2.3.2 Between the hours of 2400 and 0700 a payment of £20.00

The UHP shall be in addition to the basic rate of pay in accordance with 7.1.

## Saturday and Sunday

- 3.5 Where work is scheduled on a Saturday or a Sunday the following will be applicable:
- 3.5.1 Work scheduled on a Saturday will be paid at a rate One and One Third Time (1 1/3 T) for a seven half (7.5) hour working period (excluding the Rest and Meal breaks);
- 3.5.2 Where more than 7.5 hours are worked (excluding Rest and Meal breaks) the rate will increase thereafter to One and Half Time (1.5T).
- 3.5.3 Work Scheduled on a Sunday where the Sunday is a seventh consecutive working day in the week this will be paid at a rate at One and One half Time (1.5 T) for a seven half 7.5 hour working period (excluding the Rest and Meal breaks); plus
- 3.5.4 As described at Clause 2.3.2 a UHP will be paid at a rate of £20.00.
- 3.5.4 Where more than 7.5 hours are worked (excluding Rest and Meal breaks) the rate will continue at 1.5T plus UHP at a rate of £20
- 3.6 There will be no paid 'clean up' period at the end of the day and 'clean up' will not comprise of any Working Week or any extended working week.

## 4. Daily Contracts

Where a construction crew worker 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).

#### 5. Rest/ Meals & Breaks

- 5.1 All Rest Breaks and Meal Breaks shall be determined by the Head of Department who shall take into consideration the day-to-day requirements of the production.
- 5.2 A Construction Crew worker shall be entitled to the following:
  - 3.2.1 ('Rest Break'):
    - a) 30-minute unpaid break in the morning
  - 3.2.2 ('Meal Breaks'):
    - a) 1-hour unpaid lunch break

Such breaks will not form part of the seven and a half (7.5) hour working day.

- 5.3 It is acknowledged there will be an opportunity in the afternoon for rest and refreshment at or adjacent to the workplace, but away from the work bench or workstation. 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 workers will be able to break off from work for a short period and have a rest/or something to eat/ drink. The time at which such breaks take 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.
- 5.3.1 Basic facilities such as washrooms, toilets and changing rooms shall be provided to Construction Crew workers close to the workspace and maintained to an acceptable standard in accordance with health and safety legislation.

The purpose of Clause 5 is to ensure health and safety needs are met of the Construction crew worker.

## 6. Meal Allowance

Where no canteen facility exists or where it is closed at the time of a mealbreak, an appropriate meal allowance will be paid to the construction worker.

## 7. Equipment/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.

#### 8. Overtime

- 8.1 Construction crew workers engaged on a weekly contract shall attract overtime payments after 7.5 hours of work, (excluding any Rest and/or Meal break) in a day.
- 8.2 Overtime for personnel engaged on daily contracts is payable after 7.5 hours of work subject to Clause 8.4
- 8.3 Rates of overtime shall be paid in accordance with Pact/Bectu Construction Rate Card for Major Motion Feature Films (appendix A).
- 8.4 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 ('Extended Overtime Breaks')

17:00	Normal day finished	
17:00-18:00	Overtime	
18:00-18:15	15 minute rest break – Paid	
18:15-20:00	Extended Overtime	
20:00-20:30	30 minute rest break – Paid	Hot meal provision or Meal Allowance
20:30-22:15	Extended Overtime	

An illustration of how the Extended Overtime Breaks may work is as follows:

#### 9. Rates

Rates for Construction Crew workers shall be paid in accordance with the Pact/Bectu Construction Rate Card for Major Motion Feature Films (appendix A). These rates are subject to increase from the 1st of April each year as the anniversary date in line with the relevant newly agreed rates between Pact/Bectu.

#### 10. Holiday Entitlement

An individual shall be entitled to paid holiday calculated at a rate of 5.6 weeks over a 52-week year on a pro rata basis.

#### 11. Bank Holidays

- 11.1 For weekly contracted construction crew statutory bank holidays when not worked will be paid at the single day rate.
- 11.2 For weekly contracted construction crew where a statutory bank holiday is worked, they will receive an additional one day pay as per the Monday to Friday rate.

#### 12. Disputes

Disputes relating to any matter covered by this agreement will be dealt with firstly by discussions between the management of the production company and the appropriate BECTU officials. If this fails to resolve the matter, or if the same issue is leading to disputer on other films, the matter can be referred to the Deputy CEO of Pact and the National Secretary of Bectu, who will each promptly consult one another and appropriate colleagues to resolve the dispute. If this fails to resolve the dispute, either party may seek the assistance of ACAS to resolve the matter.

Signatories to this Agreement **Pact** and **Bectu** 

Maxim

**Max Rumney** Deputy Chief Executive Officer For and on behalf of **Pact** 

Date: 14 March 2025

**Spencer MacDonald** National Secretary For and on behalf of **Bectu**, a sector of Prospect

Date: 14 March 2025

# **Appendix A:**

# Pact/Bectu Construction Rate Card for Major Motion Feature Films

File location: https://members.bectu.org.uk/advice-resources/library/2907

**Note:** This is a live document and rates, including overtime, are subject to a yearly increase effective from 1<sup>st</sup> April each year following negotiations between PACT and Bectu. The rates on the next page are for Construction crew working between 1<sup>st</sup> April 2024 until 31 March 2025. The correct rates will be those that align to corresponding year.

for Major Motion Pictures (MMP)	n Pict	ures	(MM		as amended April 2021	bectu		ici.	budget equal to or in excess of £30,000 Construction Crew Agreement: https:/ union/agreements-grading-schemes	or in excess of £30 w Agreement: <b>ht</b> <b>ts-grading-sche</b>	budget equal to or In excess or ±30,000,000, piedse see the Bectu/PAC I Construction Crew Agreement: <b>https://bectu.org.uk/get-involved-in-the-</b> <b>union/agreements-grading-schemes</b>	iee the Bectu/PA <b>k/get-involved</b> -	-in-the-
<b>Year 11</b> 1st April 2025 – 31st March 2026	Agreed pay increases from 1st April 2025	Net weekly at end of Year 10 of the current Agreement	Net weekly 1st April 2025 to 31st March 2026 (inclusive)	Holiday pay - weekly	Gross weekly	Net daily 1/5 of weekly rate	Holiday pay – daily	Gross daily	Sat worked (T1/3) 7.5 Work hours	7th day (T1/2) 7.5 Work hours	Unsocial hours for 7th day payable for 7.5 Hours actually worked	Total 7th day payment if unsocial 7.5 Hours worked	Mon-Sun overtime @ 1.5T net hourly rate capped and defined below
(inclusive)				10.77% or 5.6/52 10.77%			10.77% or 5.6/52		OVERTIME	AND 6th & 7th DA	OVERTIME AND 6th & 7th DAY PAYMENTS DO NOT ATTRACT HOLIDAY PAY	T ATTRACT HOLI	DAY PAY
CARPENTERS													
HODs	2.60%	£2,346.59	£2,407.60	£259.30	£2,666.90	£481.52	£51.86	£533.38	£642.03	£722.28	£150.00	£872.28	£67.50
Supervisors Chargehands	2.60%	£1,644.44	£1,687.20	£181.70	£1,868.90	£337.44	£44.01 £36.34	£452.64 £373.78	£544.84 £449.92	£506.16	£150.00	£656.16	£67.00
Carpenters	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
MACHINISTS	200 C	CD 7 47 ED	07 207 20	C7E0 70		6404 63	CE1 0/	CE77 70	20 07 3	00 000	6160.00	00 000	
Supervisors	2.60%	£1,991.36	£2,043.15	£220.05	£2,263.20	£408.63	£44.01	£452.64	£544.84	£612.95	£150.00	£762.95	£67.50
Chargehands	2.60%	£1,644.44	£1,687.20	£181.70	£1,868.90	£337.44	£36.34	£373.78	£4 49.92	£506.16	£150.00	£656.16	£67.00
Machinists	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
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Chargehands Standbande NVO/BLISS	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
Stagehands	2.60%	£1,281.54	£1,314.85	£141.60	£1,456.45	£262.97	£28.32	£291.29	£350.63	£394.46	£150.00	£544.46	£52.59
RIGGERS					l			l					
HODs Supervisors	2.60%	£2,346.59 £1,991.36	£2,407.60 £2,043.15	£259.30	£2,666.90 £2,263.20	£481.52 £408.63	£51.86 £44.01	£553.58 £452.64	£642.05 £544.84	£722.28 £612.95	£150.00	£872.28 £762.95	£67.50
Chargehands	2.60%	£1,644.44	£1,687.20	£181.70	£1,868.90	£337.44	£36.34	£373.78	£449.92	£506.16	£150.00	£656.16	£67.00
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PLAS IERERS HODS	2.60%	£2,346.59	£2,407.60	£259.30	£2,666.90	£481.52	£51.86	£533.38	£642.03	£722.28	£150.00	£872.28	£67.50
Supervisors	2.60%	£1,991.36	£2,043.15	£220.05	£2,263.20	£408.63	£44.01	£452.64	£544.84	£612.95	£150.00	£762.95	£67.50
Chargehands	2.60%	£1,644.44	£1,687.20	£181.70	£1,868.90	£337.44	£36.34	£373.78	£449.92	£506.16	£150.00	£656.16	£67.00
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HODs	2.60%	£2,346.59	£2,407.60	£259.30	£2,666.90	£481.52	£51.86	£533.38	£642.03	£722.28	£150.00	£872.28	£67.50
Supervisors Chargehands	2.60%	£1,991.36 £1,644.44	£2,043.15 £1,687.20	£220.05 £181.70	£2,263.20 £1,868.90	£408.63 £337.44	£44.01 £36.34	£452.64 £373.78	£544.84 £449.92	£612.95 £506.16	£150.00	£762.95 £656.16	£67.50
Painters	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
SCULPTORS	2.60%	£2.346.59	£2.407.60	£259.30	£2.666.90	£481.52	£51.86	£533.38	£642.03	£722.28	£150.00	£872.28	£67.50
Supervisors	2.60%	£1,991.36	£2,043.15	£220.05	£2,263.20	£408.63	£44.01	£452.64	£544.84	£612.95	£150.00	£762.95	£67.50
Sculptors Modellers	2.60%	£1,544.44 £1.393.54	£1,687.20 £1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
METAL WORKERS													
HOD's	2.60%	£2,346.59	£2,407.60	£259.30	£2,666.90	£481.52	£51.86	£533.38	£642.03	£722.28	£150.00	£872.28	£67.50
Chargehands	2.60%	£1,644.44	£1,687.20	£181.70	£1,868.90	£337.44	£36.34	£373.78	£449.92	£506.16	£150.00	£656.16	£67.00
Metal Workers	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
PLASTERERS/PAINTERS/SCULPTORS/METAL WORKERS LAB													
Supervisors	2.60%	£1,991.36	£2,043.15	£220.05	£2,263.20 £1 868 90	£408.63	£44.01	£452.64	£544.84	£612.95	£150.00	£762.95	£67.50
Chargehands	2.60%	£1,393.54	£1,429.80	£154.00	£1,583.80	£285.96	£30.80	£316.76	£381.28	£428.94	£150.00	£578.94	£57.19
Plasterers Lab/Painters Lab/Sculptors Lab/Metal Workers Lab	2.60%	£1,281.54	£1,314.85	£141.60	£1,456.45	£262.97	£28.32	£291.29	£350.63	£394.46	£150.00	£544.46	£52.59

PACT/Bectu Construction Rate Card for Major Motion Pictures (MMP) April 202

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For relevant terms and conditions for construction crew working on Major Motion Facture Films and single piece of theatric-type content intended for a global SVOD (Subscription Video On Demand) platform with a production budget equal to or in excess of £30,000,000, please see the Bectu/PACT Construction Crew Agreement: https://bectu.org.uk/get-involved-in-theunio/Agreements-grading-schemes