

26th August 2010

**Comprehensive Agreement for the Feature Film, both TV &
Cinema and Television Drama Industry in Ireland**

Labour Relations Commission

Parties to this Agreement

This Agreement is made between: -

Screen Producers Ireland (SPI)

And the following Trade Unions:

Services Industrial Professional Technical Union (SIPTU)

FINAL AGREEMENT

Clause 1: Objective:

- A. This Agreement between the Screen Producers Ireland and SIPTU will secure, to the greatest possible extent, the future of the Film and Television Production Industry in Ireland.

The parties to this Agreement acknowledge that the Film and Television Sector is a creative industry, in itself separate and distinct from others.

New minimum rates of pay will be established with this Agreement.

- B. A primary objective of this Agreement is the provision of working practices that are in accordance with best international standards subject to agreement between management and union(s)

- C. Entire Agreement

This Agreement embodies all the terms agreed between the parties relating to the employment of the personnel referred to in this Agreement and replaces and supersedes all previous arrangements, understandings, representations or agreements between the parties hereto and no oral representations warranties or promises shall be implied as terms of this Agreement which can only be modified by a written instrument signed between the parties.

- D Exclusion

This Agreement shall not apply to films and TV dramas made in the Irish language with funding which includes a material contribution from TG4.

This Agreement shall not apply to Animation Productions.

On acceptance of this agreement both parties undertake to immediately commence negotiations in relation to rates of pay and Terms and Conditions for TG4 productions.

Clause 2: Scope of this Agreement:

- A. The Agreement sets out the terms and conditions under which members of the signatory Unions (as Clause 3A below) shall be employed by the Production Companies affiliated to Screen Producers Ireland on audio visual Feature Films, both Television and Cinema, Television Drama.

- B. Special Projects will be addressed by a forum comprising of the Group Of Unions in partnership with Screen Producers Ireland and, where relevant, the major funding bodies, i.e. IFB, BCI, and RTE.

- C. For the definition of Budget Levels see Appendix D.

Clause 3: Recognition of Parties to this Agreement:

SIPTU accepts that the recruitment of Shooting Crew employees is the sole prerogative of the Production Company and SIPTU commits to allow all shooting crew members recruited by the company to become Union members.

For its part the Company agrees to recognise SIPTU as the sole negotiating body for

FINAL AGREEMENT

all shooting crew workers covered by this agreement. It shall be a pre entry condition of employment for all shooting crew covered by this Agreement that they become and remain benefit members of SIPTU.

SIPTU acknowledges that the Company will retain the right to engage non-Irish resident crew as part of its obligations under co-production and financing arrangements, and that those crew will not be required to become members of SIPTU.

Any dispute which may arise in relation to any aspect of this Clause will be processed by the Parties in accordance with the Disputes Procedure (Clause 7) of this Agreement

Clause 4: Undertaking of Screen Producers Ireland:

Screen Producers Ireland and their affiliated Production Companies undertake and agree to abide by the terms of this Agreement and to have a copy of this Agreement made available to every member engaged on the production.

Clause 5: Undertaking of the Unions:

A. Union members shall carry out and perform to the best of their ability any reasonable request or instructions which they may receive in accordance with the terms of this Agreement and in the event of a dispute arising will agree to work under protest pending a resolution.

B. That neither the Unions nor the members separately or collectively shall divulge any confidential information concerning the business of the production company provided that this in no way precludes the Unions from legitimately protecting the interests of their Members.

Clause 6: Film Partnership Forum:

The parties to this Agreement shall establish a “Film Partnership Forum” where issues of modernisation, adaptation and change may be discussed and reviewed. The “Film Partnership Forum” shall meet no less than once each quarter per annum or as Forum may otherwise decide.

The Partnership Forum shall not be a negotiating body. Changes in rates of pay or conditions of employment shall be dealt with separately in accordance with this Agreement. Delegates and structures to be agreed between the parties.

The FPF will deal with:

- Monitoring and implementation of this Agreement
- 481 funding
- Special project
- Development of trends within the industry
- Review of work practices in light of international best practice.

FINAL AGREEMENT

Health & Safety

Pensions

Clause 7: Dispute Procedure:

In the first instance, an endeavour shall be made by the production company and the local representative (i.e. Shop Stewards) to settle the difficulty /dispute at the place where the matter has arisen and normal working will continue.

A. The Union(s) shall refer the matter to the Production Manager in writing, if necessary, and vice versa.

B. A joint meeting consisting of the Production Management and the Union(s) will be held within seventy-two hours of the written notice of dispute being given by either party.

C. Either party may refer the issue to the Film Industry Arbitration Tribunal (FIAT)

i. The FIAT will be a committee comprising of an independent chairperson, who will agree to serve for the duration of the Agreement, and nominees of Screen Producers Ireland and SIPTU, all of whom must be appointed prior to the ratification of this agreement. In the event that a member of the FIAT is unable to serve for the duration of this agreement, that person will be replaced by a nominee of the party that nominated the retiring member and in the case of the chair, the replacement will be agreed by SPI and SIPTU jointly.

ii. The FIAT will meet those directly involved in the dispute within one week of being called upon, unless a longer period is mutually agreed.

iii. The FIAT will issue a recommendation within 3 working days thereafter. The decision of the FIAT, where unanimous, is binding.

iv. In the event that the issue at hand is not resolved, the matter will then be referred to the Labour Relations Commission and in the event of failure to agree, to the Labour Court.

D. Throughout the entire course of these procedures, it is agreed and understood by all that normal work shall continue. No unofficial action may be undertaken by either party in accordance with the terms of this Agreement. In the event of a dispute arising, as to whether or not either party is acting in accordance with the terms of this Agreement, the matter shall be referred to the Dispute Procedures set out above.

Clause 8: Meetings of Crew & Cast Members:

A. The Production Manager will afford all reasonable facilities for meetings of members in their own time, once reasonable notice is provided, e.g. 24 hours.

B. The Production Manager will meet Unions representatives to discuss any matter of common interest at a time to be mutually agreed.

FINAL AGREEMENT

C. Union representatives will give 24 hour prior notice of visits to sets or the production office or any location used by the production. In exceptional circumstances where a visit is urgent, then the union representative may give notice of at least one hour directly to the production manager and or producer.

Clause 9: Disciplinary Procedures & Grievance Procedures:

A. Disciplinary procedures will be agreed in keeping with the Code of Practice set out in Appendix A.

B. Grievance procedures pursued in accordance with Clause 7 of this agreement will be in keeping with Labour Relations Commission / Labour Court guidelines.

Clause 10: Rest Periods:

Daily and weekly rest periods will be in accordance with the provisions of the Organisation of Working Time Act, 1997, and the Collective Agreement on Working Time between the parties and dated the 26th September 2000 as set out in the Appendix B

Clause 11: Weather Calls:

Dependent upon the state of the Weather, the Production Company shall have the right to change the place of work at any time during the guaranteed day or night or during overtime working, from the location to an interior or studio, or vice versa so that work (both production and construction) may continue uninterrupted.

Clause 12: Holiday Payments and Leave:

A. Holiday payment: Holiday credits are 8% of the guaranteed weekly rate. The guaranteed weekly rate is defined as the rate for the guaranteed week together with any pre agreed overtime which is built in to arrive at the guaranteed weekly rate. Annual leave may only be taken at the production company's discretion and in accordance with the Organisation of Working Time Act, 1997.

B. Sick leave: In the event of a member(s) inability to work, owing to illness they will be entitled to sick benefit following the third continuous day of illness, for which no remuneration will be due, and on receipt of a doctor's letter or medical certificate on the following basis:

C. If the member's service has been continuous with the production company for at least four weeks at the time of commencement of sickness or accident the member(s) shall be paid in the aggregate of one week at full pay and one week at half pay.

D. *Note:* Sick leave reference will be reviewed after one year following the signing of this Agreement.

Compassionate Leave: A minimum of three days compassionate leave without loss of pay following the death of a parent, sibling, spouse, partner, child. This clause is subject to review annually.

Clause 13: Public Holidays:

FINAL AGREEMENT

Public holidays are as follows and each shall be of twenty-four hours timed from midnight to midnight. Public Holidays will be covered as per provisions of the Organisation of Working Time Act, 1997.

- 1st January – New Years Day
 - 17th March – St Patrick's Day
 - Easter Monday
 - The first Monday in May
 - The first Monday in June
 - The first Monday in August
 - The last Monday in October
 - 25th December – Christmas Day
 - 26th December – St. Stephen's Day
- A. A person's entitlement to Public Holidays will be in accordance with the provisions of the Organisation of Working Time Act, 1997. Production companies will not terminate contracts and then re instate crew simply to avoid paying public holiday payments.
- B. A person called for work on a Public Holiday shall work the hours required by the production company. Payment will be made for all hours worked for the guaranteed day at double time. (If it falls within the guaranteed week this means an additional day on top of the guaranteed week or a day off in lieu).
- C. Crew members' entitlement to public holiday payments will apply as per the Organisation of Working Time Act, 1997.

Clause 14: Staffing:

- A. The Production Company in consultation with the Head of Department will determine staffing levels as necessary, taking into account health and safety considerations. However, persons who have retired from employment in other industries/professions shall not be considered for employment within any of the Grades specified in the Agreement unless, and as specified in Clause 14C, "there is a reasonable shortage of suitably qualified Crew in that particular Grade"
- B. Appointment and termination to be at the discretion of the company. The Union reserves the right to represent its members if appropriate in this regard.
- C. It is acknowledged that crew are employed to work in roles that correspond to their Professional Category - Union grade. Members in a particular Professional Category Grade will not be engaged to perform work proper to another Professional Category Grade unless there is a reasonable shortage of suitably qualified crew in that particular grade. The member will be employed on conditions no less favorable than that of the higher level they have been upgraded to. There shall be no sub-letting/sub-contracting of work to other employees/family

FINAL AGREEMENT

members by those engaged but who are themselves unable to carry out all or part of the work for which they have been engaged.

D. An Assistant or Trainee should only work in association with a qualified member(s) of that Professional Category Grade other than in circumstances where they have been upgraded. An Assistant or Trainee may, if deemed suitably qualified to do so, be temporarily upgraded and in which case the member will be employed on conditions no less favorable than that of the higher level they have been upgraded to.

E. The Company will present the authorised Union representative with a detailed list of all grades, and the number in each of all the grades, based on the specific requirements of the production and will separately identify those grades that will be filled by non Irish-resident crew engaged as part of the co-production and financing commitments of the producer.

F. The production Company is entitled to determine the salaries and conditions of employment of other grades other than those grades represented in this Agreement as stipulated in Appendix D.

G. The production company may require the services of a contractor or sub contractor for maintenance work or work of a specialised nature, which cannot be carried out in time or the Production premises or where the Production facilities are not available or sufficiently comprehensive to carry out the work.

H. Production Companies may hire set pieces and manufactured articles for use in production.

I. The Production Company will consult with the Union(s) and not enter into sub-contracting arrangements unless fully satisfied that the work cannot be carried out by the grades covered by this Agreement.

Clause 15: Pre Production Information:

A. The production will furnish the authorised union representative at least four weeks, where possible, prior to the proposed shooting date, the following information, where applicable:

- Schedule, to include the period of production and any requirements for extended days and night work. Any change to the final shooting schedule will be notified to the union(s) and discussions will take place where appropriate.
- Base and location(s)
- Crew and Cast List
- Information on the status of Section 481 Certification of Production
- Health & Safety statement
- Insurance

Clause 16: Health and Safety:

A. The Production Company is responsible for health and safety and will conform to the current relevant Safety, Health & Welfare at Work Act, and related regulations. Crew members and Cast will undertake to ensure that their conduct complies with all Health & Safety guidelines.

FINAL AGREEMENT

- B. To ensure that members can comply with all health and safety guidelines, the Company will produce a Safety Statement and risk assessment which will be brought to the notice of all departments and persons on the production, will be publicly displayed and a copy will be made available to any person who requests it.
- C. It is acknowledged that persons employed in the film and television production industry are required to work in all classes of buildings and in the open air under varying conditions and it is agreed that the principles on health and safety shall be the Regulations as set out in the Health & Safety Legislation. These shall take precedence in all circumstances.
- D. This clause is not intended to relieve the production company of the responsibility, but at all times to ensure strict compliance with any Government regulations that have been made from time to time concerning the safety of the workplace.
- E. The decision to hire the appropriate level of medical cover and/or a State registered nurse will depend on a risk assessment of the set and will be communicated to the authorised union representative. This cover will, when appropriate, consist of a nurse and/or a first aid qualified person and/or paramedic the professional qualifications of all of whom can be verified upon reference to the appropriate regulatory authority i.e. An Bord Altranais PHECC etc and will comply with Health and Safety regulations. Where there are concerns about the appropriate qualifications of the person or persons providing medical cover the issue will be processed by the Parties in accordance with the terms of this Agreement.

Clause 17: Specialised Equipment:

- A. Use of Car: Crew members who are required to use a car in the active service of the Production Company will either:
- Use a hired car provided by the Production Company or
 - Be paid a car allowance or mileage, if required to use their own car.
- B. Both parties to this agreement acknowledge that the use of specialised equipment by crew as part of their regular duties and which improve their efficiency or their health and safety will not attract any form of premium or additional remuneration. Box allowances will continue to be paid where they are agreed between the production company and the crew member in advance of the shoot.

Clause 18: Insurance:

- A. The Production Company will ensure that the standard insurances are in force throughout the production in terms of Public Liability and Employers Liability
- B. Where appropriate, relevant travel insurance for members who are required to travel outside of Ireland will be put in place.
- C. Members who use their own cars and claim mileage or a car allowance are responsible for their own motor insurance

FINAL AGREEMENT

Clause 19: Pension:

- A. The parties agree to set up a working group to review options for pension provisions for people working in the industry

Clause 20: Force Majeure:

- A. Notwithstanding anything contained in this Agreement, if production or work connected with it is prevented or stopped by reason of any cause beyond the control of the Production Company, then after notice to the Unions and employees concerned, the production company may suspend, or terminate, the employment of a crew member during the period of prevention or stoppage of work.
- B. Where work is resumed the crew member shall be re-employed.
- C. In the event that work is not resumed, the employment of crew members in suspension will be terminated with one week's notice and pay.

Clause 21: Termination of Employment:

- A. Minimum notice of termination will be served subject to the provisions of the Minimum Notice and Terms of Employment Act. However where a crew member is to be engaged for a period of four weeks or more, one week's notice will be required by the company to terminate the employment.
- B. A Crew Member engaged for a period of four weeks or more may terminate employment by tendering not less than one week's notice.
- C. Where a member continues working after the expiry date of a contract and where the contract has not been extended with the appropriate notice (7days), this shall be on a day-to-day basis, paid the appropriate individual daily rate and overtime.

Clause 22: Equal Opportunity:

- A. The Screen Producers Ireland and the Trades Unions agree to promote equal opportunity in employment, regardless of gender, sexual orientation, marital status, disability, race, nationality, family status, religion, and membership of travelling community or age.

Clause 23: Stabilisation:

- A. New minimum rates of pay will be established with this Agreement and will remain in force for a period of 12 months from the date of ratification of this agreement. Thereafter, rates of pay and terms and conditions will be reviewed annually on each anniversary of ratification of this agreement. The parties will agree to commence talks for this review three months prior to the expiry of each twelve month period. The parties may elect to apply the terms of a National Pay Agreement should one exist or failing that reach a local agreement. In the event of a failure to agree to new rates, the parties agree to be bound by a decision of the labour court.
- B. Any agreed adjustment in the rates of pay will not apply to productions that have commenced filming prior to the end of one twelve month period and continue to shoot into following period.

FINAL AGREEMENT

Clause 24: Duration of this Agreement:

- A. This Agreement will take effect from the date of signature and remain in force for a period of 3 years.
- B. The parties agree that 6 months before its expiry date they will commence discussions to review the Agreement before its expiry.
- C. In the event of no new agreement being reached, the existing agreement will remain in force unless terminated by three months written notice from one party to another.
- D. Any production which commences during the term of this Agreement will be covered by its terms until the production is completed.

Clause 25: Overseas Locations:

- A. This is a location outside of the island of Ireland. When working in the North of Ireland per diems, where applicable, will be paid in sterling. In addition to the provisions, which apply for a resident location, the following provisions apply for an overseas location.
- B. For time occupied in travelling from home to an overseas location payment will be made at straight time for the first twenty four hours occupied in travelling, thereafter no payment will be made other than for the guaranteed day. A member in charge of equipment will be paid time and a half for those hours actively in charge of equipment.
- C. A member will be deemed to have completed his journey when he or she is in a position to check into his or her hotel.
- D. Standard industry arrangements for travel and insurance will be made.

Clause 26: Production Base

- A. The Production base will be nominated by the production and it must be located within a 24 Km radius of the GPO Dublin (the "Production Zone"). There will be a Travel Zone within a 16Km radius of the production base. Any travel from the base to a location within this Travel Zone will not attract any mileage payment (the payment for use of a private car for work calculated in kilometres but commonly referred to as "Mileage") or travel time. The production may move its base to or from Ardmore Studios once during the shoot. Where the shoot is for a period greater than six weeks the location of the base can be changed once during the course of the production, in addition to a move to or from Ardmore Studios, once it remains within the Production Zone.
- B. For the purposes of the Working Time act, all travel on cessation of work and commencement of work the following day ("Turnaround") shall be calculated from unit base to unit base, as distinct from the production office unless the production office is the unit base.
- C. For production companies based outside the 64 km non-resident zone from the GPO Dublin, the production base must be located within a 24 km radius of the

FINAL AGREEMENT

GPO Cork, GPO Limerick or GPO Galway. There will be a Travel Zone within a 16Km radius of the production base. Any travel from the base to a location within this Travel Zone will not attract any mileage payment or travel time. The location of the base can be changed once during the course of the production once it remains within a 24 km radius of the GPO Cork, GPO Limerick or GPO Galway This clause can only be operated where SIPTU is satisfied the company is based outside of Dublin.

- D. Bases located outside of the above criteria to be agreed between the production and the union.

Clause 27: Travel & Mileage Payments

- A. There will be a 16 km Travel Zone within a radius of the base. Should any location be within this Travel Zone then no travel time or mileage allowance will be due. See Appendix C for a copy of the Ordnance Survey Map
- B. Outside the Travel Zone, travel time will be paid at single time and calculated from the base to location. Travel with equipment at the appropriate overtime rate if applicable. Outside the Travel Zone mileage will be paid at the rate of € 0.49 per kilometre (€0.78 per mile) to members who are driving their own vehicles and where the production has not provided alternative transport. The mileage rate will be adjusted annually in line with the CPI index movement for the previous year and will be paid from base to point of call/wrap.
- C. On a resident location a Travel Zone consisting of a 16km radius will exist around the production base and will operate in exactly the same way as outlined in this Clause 27 A to C.

Clause 28: Non-resident Location (Travel and Mileage).

- A. A non-resident location is one that is a location within 64 km radius of the GPO Dublin, or a location where travel and work schedule can be accomplished within 13 hour day base to base. Travel time to be computed by an average of 50 km per hour.

Clause 29: Resident Locations:

- A. This is a location outside a 64 km zone of GPO, Dublin, or the GPO Cork, GPO Limerick or GPO Galway for producers located outside the 64 km non-resident zone of the GPO Dublin, and from which is not possible to work and travel back to the base within a 13 hour day. Travel time to be computed at an average speed of 80 km per hour.
- B. Travel to and from a Resident location is at single time and is calculated from the GPO O'Connell Street, Dublin. Meal allowance will be paid if no food is provided.
- C. Travel with equipment: Within a guaranteed week at single time, outside guaranteed week at the appropriate overtime rate.

FINAL AGREEMENT

D. However in the case where a member travels to a resident location on the seventh consecutive working day of a seven day period then the member will be paid at the rate of time and a half and those members travelling in charge of equipment and authorised to do so by the production company will be paid at double time.

E. Where transport is not provided by the Production Company, members using their own transport will be entitled to the mileage rate as set out in Clause 27(b) from the production base to the resident location base.

F. Where the Production Company provides transport it will be of an acceptable road worthy and safety standard.

G. Where travelling to a resident location, travel and shooting can take place on the same day, but all must be completed within the 13 hour day.

H. The Production Company will provide high quality, 3 Star Bord Failte approved and rated, where available, single room accommodation plus allowance per diem to cover breakfast, evening meal, laundry, (where these are not already provided) for the duration of the resident location (including shooting and rest days)

I. Members who are requested by the production to remain on location on a rest day(s) (i.e. weekend or, sixth or seventh day(s)) or public holidays and who are not called will be paid the guaranteed day for each day at single time. Members not requested to remain on location will continue to be entitled to a per diem although travel home on a rest day or days will be at their own expense and in their own time save as set out in Clause 29K.

J. Members who are working on a six-day contract and who remain on location on a rest day (i.e. weekend or the seventh day) or public holiday and who are not called will be paid the basic ten (or eleven) hours for each day at single time.

K. Where it is expected that members on location in Ireland will be away from home for eight weeks or more, the production company shall arrange for at least one weekend, provided it is practicable for them by using commercial transport to spend 24 hours at home. Fares only will be payable by the production company and no payment in addition to that for the guaranteed week shall be made for time spent travelling or time at home.

L. Details of resident location shooting will be advised in advance to the crew and cast.

Clause 30: The Guaranteed Week:

A. The Production Company may schedule the production over any 5 or 6 consecutive days out of 7 according to the logistics of the production, which will be advised to the authorised union representative during pre-production.

B. The guaranteed working week may be: a five day working week or a six day working week, or a combination of both, conditional on:

i. Payment, in all cases, must reflect the days worked

ii. The combination will not be manipulated and used so as to avoid payment of a Public Holiday.

FINAL AGREEMENT

C. Where a member's contract starts or finishes on a week that is not a full week, then pay for that week will be calculated on a pro-rata basis of the guaranteed weekly rate. (ie not a Daily Rate).

Clause 31: The Guaranteed Day (Hours of Work):

- A. The working day shall be ten hours, excluding lunch, calculated from unit call to unit wrap.
- B. Alternatively the Production Company may choose to operate an eleven hour day, excluding lunch. In this event all other contingent conditions will be adjusted accordingly, whether expressly stated in this agreement or not.
- C. The start time for the day's work shall normally be between 7.00am and 12.00 noon. An overtime rate of time and a half will apply for hours worked before scheduled start time and after scheduled finishing time up to midnight. Hours worked after midnight will be at double time.
- D. A Continuous working day of 2 hours less than the guaranteed day (ie. 8 hours work on a ten hour day or nine hours on an 11 hour day) only may apply without a cessation of a shoot provided; each individual can avail of a 20-minute break and running buffet shall be provided throughout the day. Finger food will not be defined as a break. The day will wrap after eight or nine hours (as defined above) with the crew paid the guaranteed day.

Clause 32: Pay Rates Shooting Crew / Technical Crew:

- A. Minimum pay rates for Shooting Crew are as per Appendix D of this Agreement
- B. The production company and crew member(s) may enter into an all-in deal contract with an agreed fixed weekly rate, subject to the following: The deal must be freely entered into and the crew member(s) will have the choice of entering an all-in deal contract or not. A crew member(s) will not be refused employment for not entering into an all-in deal contract.

The fixed rate for an all-in deal will be no less favorable than the terms and conditions, outlined in this Agreement that would apply in totality if there was no all-in deal. An agreed all-in deal contract will be signed by both parties and a copy presented to the crew member(s) prior to commencing employment.

Holiday payment will not be included in an all-in deal and will be paid for separately at the end of the production and in accordance with the terms as set out in Clause 13 of this Agreement. The all-in deal contract must unambiguously show what is covered under the agreed fixed rate and will be presented in a clear chronological format specifying the following details:

- Working Week and Hours and Starting Times
- Production Base(s) address
- Locations– where info available
- Minimum Basic Pay
- Projected hourly Overtime and projected hourly Travel Time

FINAL AGREEMENT

- Projected kilometers (mileage) – where info available
- The All-In Deal Rate

Clause 33: Daily Rate:

- A. When members are engaged for 5 consecutive days or more, the weekly rate including holiday credits will apply to a full week and a pro rata weekly rate for remaining days of the final week.
- B. Cancellations: If the Production Company cancels work more than 36 hours before the individual is due to commence work no payment shall be due. However, if work is cancelled during the 36 hours or during the shoot, payment shall be made to the crew member for each day the 36 hours is infringed at 50% of the daily rate.

Clause 34: Overtime:

- A. All hours worked outside of or in excess of the guaranteed, ten hour or eleven hour, day will be paid at the appropriate overtime rate. Overtime will be calculated in half hourly instalments and will be paid at time and a half up to midnight and double time after midnight
- B. If a five day week applies and a sixth day is required this is payable at time and a half. If a five day week applies and a sixth day and seventh day is required to be worked then the seventh day is payable at double time.
- C. If a six day week applies and the seventh day is required to be worked then the seventh day is payable at time and a half
- D. No hours in excess of the guaranteed day can be worked on the 7th consecutive day
- E. An allowance/premium of 25% will apply to hours worked on a Sunday. If a Sunday is the 6th or 7th day then the premium rate does not apply.

Clause 35: Night Work:

- A. Night Work is work specially called as such and scheduled to extend beyond Midnight, and where there has been no call for day work on the day immediately prior or subsequent to the night work.
- B. Such work shall be restricted to:
- i Unavoidable emergencies in Studios
 - ii Night exteriors
 - iii Work which cannot be undertaken in day time.
- C. When night work is required, details for and arrangements of such work shall be discussed and agreed with the production management and Union representatives of the crew. A minimum of one week's notice of proposed night work will be given. Unavoidable emergencies being the only exception to this requirement.

FINAL AGREEMENT

D. There shall be a minimum payment of ten hours guaranteed, (eleven hours where applicable). Any prep and or wrap work that is outside the guaranteed day will attract the appropriate overtime rates, being time and a half for hours worked and single time for travel time but will not attract the night shoot premium.

E. A night shift premium of 33.3% will be paid on the guaranteed day.

F. Ten (or eleven) hours at flat rate is payable for the rest day subsequent to the completion of Night Work. This payment only occurs when daytime shooting resumes, ie when the start time is in accordance with Clause 31(c).

G After the completion of a period of 5 consecutive nights there will be a clear break between wrap and call of 35 Hours.

Clause 36: Meal Breaks:

A. In the guaranteed ten or eleven hour day there will be one meal break of one hour's duration, or 30 minutes from the last person served as determined by the schedule, which will take place not before four hours and not later than five and a half hours from unit call. If this is complied with and the work finishes at the end of the guaranteed day then no further meal break will arise. If filming continues beyond this point, hot food or a meal allowance will be provided, and the appropriate overtime will be paid. Where the meal break at lunch is 30 mins from the last person served shooting will wrap 30 minutes earlier at the end of the day.

B. Meal breaks are calculated from unit call.

C. Where members are given an earlier work call than the unit call, they will receive a staggered meal break of 15 minutes to consume breakfast.

D. Where a meal break takes place after 5½ hours a payment, in addition to the break, of overtime at the appropriate rate in half hourly instalments will be paid. On completion of the break the shoot can continue for a further 4½ hours (in the case of a ten hour day) or 5½ hours (in the case of an eleven hour day) without any overtime payment occurring. Where a shoot is completed on time at the end of the day, no hot food shall be provided and no meal allowance will be paid to crew who are wrapping. If the shoot runs late by up to 15 Minutes overtime at the appropriate rate in half hourly instalments will be paid. Any time in excess of 15 Minutes overtime at the appropriate rate in half hourly instalments will be paid.

E. A scheduled meal break is a period not included in the computation of working hours.

F. The taking of a meal break at the time or times stipulated by the Production Manager or his/her representative shall be obligatory on all members concerned

G. Members meal breaks may be staggered at different times to ensure as many Crew Members as possible will be provided with their meal breaks within the appropriate time intervals or as close as possible thereafter.

FINAL AGREEMENT

- H. The production company will provide refreshment throughout the working day to which members will have access.
- I. For the avoidance of doubt from the date of the agreement no NLB payment or NSB payment will apply.

Clause 37: Meal allowances:

- A. Meal allowances where applicable are payable where there are no canteen facilities or unit catering provided.
- B. Where crew members are given an earlier work call than the rest of the crew they will receive a breakfast or the appropriate meal allowance.
- C. When working at a production base or location (including Ardmore Studios) where canteen services are available there will be no meal allowances paid. However, meal allowances will be paid if the canteen is not open at the time the meal break is due.
- D. The meal allowance rates are:

Breakfast:	€5.00
A.M. and P.M Breaks:	€2.50 each
Lunch:	€14.00
Dinner:	€22.00
- E. The above allowances will be adjusted annually in keeping with the Consumer Price Index (CPI).

Clause 38: Protective Clothing:

- A. The production company will provide all appropriate Crew Members with any specialised protective clothing or equipment that may be required on a certain production such as hard hats, gloves, masks etc. These will remain the property of the production company.
- B. Crew members will be expected to provide their own wet weather gear.

APPENDIX A

LRC Standard Code of Practice on Grievance and Disciplinary Procedures



Labour Relations Commission Grievance and Disciplinary Procedures

Grievance and Disciplinary Procedures

1. INTRODUCTION

1. Section 42 of the Industrial Relations Act 1990 provides for the preparation of draft Codes of Practice by the Labour Relations Commission for submission to the Minister, and for the making by him of an order declaring that a draft Code of Practice received by him under section 42 and scheduled to the order shall be a Code of Practice for the purposes of the said Act.
2. In May 1999 the Minister for Enterprise, Trade and Employment requested the Commission under Section 42 of the Industrial Relations Act 1990 to amend the Code of Practice on Disciplinary Procedures (S.I. No. 17 of 1996) to take account of the recommendations on Individual Representation contained in the Report of the High Level Group on Trade Union Recognition. The High Level Group, involving the Departments of the Taoiseach, Finance and Enterprise, Trade and Employment, the Irish Congress of Trade Unions (ICTU), the Irish Business and Employers Confederation (IBEC) and IDA-Ireland, was established under paragraph 9.22 of Partnership 2000 for Inclusion Employment and Competitiveness to consider proposals submitted by ICTU on the Recognition of Unions and the Right to Bargain and to take account of European developments and the detailed position of IBEC on the impact of the ICTU proposals.
3. When preparing and agreeing this Code of Practice the Commission consulted with the Department of Enterprise, Trade and Employment, ICTU, IBEC, the Employment Appeals Tribunal and the Health and Safety Authority and took account of the views expressed to the maximum extent possible.
4. The main purpose of this Code of Practice is to provide guidance to employers, employees and their representatives on the general principles which apply in the operation of grievance and disciplinary procedures.

2. GENERAL

1. This Code of Practice contains general guidelines on the application of grievance and disciplinary procedures and the promotion of best practice in giving effect to such procedures. While the Code outlines the principles of fair procedures for employers and employees generally, it is of particular relevance to situations of individual representation.
2. While arrangements for handling discipline and grievance issues vary considerably from employment to employment depending on a wide variety of factors including the terms of contracts of employment, locally agreed procedures, industry agreements and whether trade unions are recognised for bargaining purposes, the principles and procedures of this Code of Practice should apply unless alternative agreed procedures exist in the workplace which conform to its general provisions for dealing with grievance and disciplinary issues.

3. IMPORTANCE OF PROCEDURES

1. Procedures are necessary to ensure both that while discipline is maintained in the workplace by applying disciplinary measures in a fair and consistent manner, grievances are handled in accordance with the principles of natural justice and fairness. Apart from considerations of equity and natural justice, the maintenance of a good industrial relations atmosphere in the workplace requires that acceptable fair procedures are in place and observed.
2. Such procedures serve a dual purpose in that they provide a framework which enables management to maintain satisfactory standards and employees to have access to procedures whereby alleged failures to comply with these standards may be fairly and sensitively addressed. It is important that procedures of this kind exist and that the purpose, function and terms of such procedures are clearly understood by all concerned.
3. In the interest of good industrial relations, grievance and disciplinary procedures should be in writing and presented in a format and language that is easily understood. Copies of the procedures should be given to all employees at the commencement of employment and should be included in employee programmes of induction and refresher training and, trade union programmes of employee representative training. All members of management, including supervisory personnel and all employee representatives should be fully aware of such procedures and adhere to their terms.

4. GENERAL PRINCIPLES

1. The essential elements of any procedure for dealing with grievance and disciplinary issues are that they be rational and fair, that the basis for disciplinary action is clear, that the range of penalties that can be imposed is well defined and that an internal appeal mechanism is available.
2. Procedures should be reviewed and up-dated periodically so that they are consistent with changed circumstances in the workplace, developments in employment legislation and case law, and good practice generally.
3. Good practice entails a number of stages in discipline and grievance handling. These include raising the issue with the immediate manager in the first instance. If not resolved, matters are then progressed through a number of steps involving more senior management, HR/IR staff, employee representation, as appropriate, and referral to a third party, either internal or external, in accordance with any locally agreed arrangements.
4. For the purposes of this Code of Practice, "employee representative" includes a colleague of the employee's choice and a registered trade union but not any other person or body unconnected with the enterprise.
5. The basis of the representation of employees in matters affecting their rights has been addressed in legislation, including the Protection of Employment Act 1977; the European Communities (Safeguarding of Employees Rights on Transfer of Undertakings) Regulations, 1980; Safety, Health and Welfare at Work Act 1989; Transnational Information and Consultation of Employees Act 1996; and the Organisation of Working Time Act 1997. Together with the case law derived from the legislation governing unfair dismissals and other aspects of employment protection, this corpus of law sets out the proper standards to be applied to the handling of grievances, discipline and matters detrimental to the rights of individual employees.

6. The procedures for dealing with such issues reflecting the varying circumstances of enterprises/ organisations, must comply with the general principles of natural justice and fair procedures which include:
 - That employee grievances are fairly examined and processed
 - That details of any allegations or complaints are put to the employee concerned
 - That the employee concerned is given the opportunity to respond fully to any such allegations or complaints
 - That the employee concerned is given the opportunity to avail of the right to be represented during the procedure
 - That the employee concerned has the right to a fair and impartial determination of the issues concerned, taking into account any representations made by, or on behalf of, the employee and any other relevant or appropriate evidence, factors, circumstances.
7. These principles may require that the allegations or complaints be set out in writing, that the source of the allegations or complaint be given or that the employee concerned be allowed to confront or question witnesses.
8. As a general rule, an attempt should be made to resolve grievance and disciplinary issues between the employee concerned and his or her immediate manager or supervisor. This could be done on an informal or private basis.
9. The consequences of a departure from the rules and employment requirements of the enterprise/ organisation should be clearly set out in procedures, particularly in respect of breaches of discipline which if proved would warrant suspension or dismissal.
10. Disciplinary action may include:
 - An oral warning
 - A written warning
 - A final written warning
 - Suspension without pay
 - Transfer to another task, or section of the enterprise
 - Demotion
 - Some other appropriate disciplinary action short of dismissal
 - Dismissal.

11. Generally, the steps in the procedure will be progressive, for example, an oral warning, a written warning, a final written warning, and dismissal. However, there may be instances where more serious action, including dismissal, is warranted at an earlier stage. In such instances the procedures set out at paragraph 6 hereof should be complied with.
12. An employee may be suspended on full pay pending the outcome of an investigation into an alleged breach of discipline.
13. Procedures should set out clearly the different levels in the enterprise or organisation at which the various stages of the procedures will be applied.
14. Warnings should be removed from an employee's record after a specified period and the employee advised accordingly.
15. The operation of a good grievance and disciplinary procedure requires the maintenance of adequate records. As already stated, it also requires that all members of management, including supervisory personnel and all employees and their representatives be familiar with and adhere to their terms.

APPENDIX 1**S.I. No. 146 of 2000****Industrial Relations Act 1990 Code of Practice on Grievance and Disciplinary Procedures (Declaration) Order 2000**

WHEREAS the Labour Relations Commission has prepared under subsection (1) of section 42 of the Industrial Relations Act 1990 (No. 19 of 1990), a draft Code of Practice on grievance and disciplinary procedures and which code is proposed to replace the code set out in the Schedule to the Industrial Relations Act 1990, Code of Practice on Disciplinary Procedures (Declaration) Order 1996 (S.I. No 117 of 1996);

AND WHEREAS the Labour Relations Commission has complied with subsection (2) of that section and has submitted the draft Code of Practice to the Minister for Enterprise, Trade and Employment;

NOW THEREFORE, I, Mary Harney, Minister for Enterprise, Trade and Employment, in exercise of the powers conferred on me by subsections (3) and (6) of that section, the Labour (Transfer of Departmental Administration and Ministerial Functions) Order 1993 (S. 1. No. 18 of 1993), and the Enterprise and Employment (Alteration of Name of Department and Title of Minister) Order 1997 (S.I. No. 305 of 1997), and after consultation with the Commission, hereby order as follows:

1. This Order may be cited as the Industrial Relations Act 1990 Code of Practice on Grievance and Disciplinary Procedures (Declaration) Order 2000.
2. It is hereby declared that the Code of Practice set out in the Schedule to this Order shall be a Code of Practice for the purposes of the Industrial Relations Act 1990 (No. 19 of 1990).
3. The Code of Practice set out in the Schedule to the Industrial Relations Act 1990, Code of Practice on Disciplinary Procedures (Declaration) Order 1996 (S.I. No 117 of 1996), is revoked.

Given under my Official Seal,
This 26th day of May 2000

Mary Harney
Minister for Enterprise, Trade and Employment

Explanatory Note

This note is not part of the Instrument and does not purport to be a legal interpretation. The effect of this Order is to declare that the draft Code of Practice set out in the Schedule to this Order is a Code of Practice for the purposes of the Industrial Relations Act 1990.

APPENDIX B

COLLECTIVE AGREEMENT ON WORKING TIME BETWEEN THE PARTIES

THE LABOUR COURT
TOM JOHNSON HOUSE
HADDINGTON ROAD
DUBLIN 4
TEL: (01) 613 6666



AN CHÚIRT OIBREACHAIS
TEACH THOMÁS MAC SEÁIN
BÓTHAR HADDINGTON
BAILE ÁTHA CLIATH 4
FAX: (01) 613 6667

File No: WTF/00/29
Agreement No: WTA/00/29

27 September, 2000

Ms Tania Banotti
FILM MAKERS IRELAND
The Studio Building
Meeting House Square
Temple Bar
Dublin 2

Agreement under the Organisation of Working Time Act, 1997 between

**FILM MAKERS IRELAND
- AND -
SIPTU**

Dear Ms Banotti

The Labour Court has approved the above collective agreement under the relevant provisions of the Organisation of Working time Act, 1997.

A copy of the approval document is enclosed.

Yours sincerely

Mary Aird
Working Time Section

THE LABOUR COURT
TOM JOHNSON HOUSE
HADDINGTON ROAD
DUBLIN 4
TEL: (01) 613 6666



AN CHÚIRT OIBREACHAIS
TEACH THOMÁS MAC SEÁIN
BÓTHAR HADDINGTON
BAILE ÁTHA CLIATH 4
FAX: (01) 613 6667

Agreement Register No. WTA/00/29

Organisation of Working Time Act, 1997

**Approval of Collective Agreements
(Section 24 and/or Fifth Schedule)**

The Labour Court, having received an application from **FILM MAKERS IRELAND** and **SIPTU** for the approval of a collective agreement dated 10th. July, 2000,

And being satisfied that the conditions of section 24(4) to the above Act have been fulfilled,

Hereby approves the said agreement in so far as its terms relate to the relevant provisions of the said Act.

Dated the 26th day of September, 2000

Caroline Jenkinson
Signed _____
Deputy Chairman

Collective Agreement concerning Working Time and Rest Arrangements Under the Exemption Provisions of the Organisation of Working Time Act, 1997

This agreement is made between Film Makers Ireland, representing its member companies, and Services Industrial Professional & Technical Union (SIPTU), representing its members employed in the film making industry.

The following terms and conditions are agreed in relation to working time and rest periods in accordance with the provisions of the Organisation of Working Time Act, 1997. These conditions apply to employees of the member companies of Film Makers Ireland engaged in film production, and represented by the above-mentioned union.

Working Time

The term 'working time' is as defined in the Organisation of Working Time Act, 1997. It means 'any time that the employee is –

- (a) at his or her place of work or at his or her employer's disposal, and
- (b) carrying on or performing the activities or duties of his or her work'.

This definition will be applied when calculating the length of the average working week. By definition working time excludes travel time, rest breaks and stand-by time.

Average Working Week

From 1 March 2000 onwards, the maximum average working week may be as high as, but will not exceed, the legal maximum of 48 hours.

Averaging Period

The averaging period for calculating the working week of the employees covered by this agreement will be 12 months. This average is applied due to

- (a) the highly seasonal nature of the film industry in Ireland where the weekly working hours may vary
- (b) the fact that it is not possible to comply with a shorter reference period for work organisational reasons (need for continuity of production)
- (c) the fact that the typical employee works less than 40 weeks of the 52 weeks in the calendar year
- (d) the fact that at least 20% of paid active time does not fall within the definition of working time as set out under the Organisation of Working Time Act, 1997. This figure of 20% is to be taken as reflective of the overall situation; it should not be deemed to be directly applicable to any specific category of worker.

Rest Arrangements

The Organisation of Working Time (General Exemptions) Regulations, 1998 (S.I. No. 21 of 1998) prescribe, in accordance with Section 4(3) of the Organisation of Working Time Act, 1997, that persons employed in:

‘production in the press, radio, television, cinematographic, postal or telecommunications industries’

shall be exempt from the application of sections 11, 12 and 13 of the Act which deal respectively with daily rest, rests and intervals at work and weekly rest. Regulation 4 of these Regulations provides that if an employee is not entitled, by reason of this exemption, to the rest period and break referred to in sections 11, 12 and 13 of the Act, the employer shall ensure that the employee has available to himself or herself a rest period and break that, in all the circumstances, can reasonably be regarded as equivalent to the first-mentioned rest period and break.

In view of the above, the rest arrangements for the employees covered by this Agreement shall be as follows:

Rest breaks:

Minimum 30 minute break between 4 ½ - 5 ½ hours after commencement. Should it be necessary to extend this beyond 5 ½ hours, equivalent compensatory rest such as a running buffet and a 20 minute break will be given as soon as possible after the 5 ½ hours have elapsed, and in any case before 7 hours have elapsed.

Daily rest:

Minimum 11 hours daily rest to be provided.

Should it be necessary, in exceptional circumstances, to encroach on this daily rest, equivalent compensatory rest will be given as soon as possible by additional hours being added to mandatory weekly rest breaks within 2 weeks of the encroachment.

Weekly rest:

Within each 14 day period each employee will be given a minimum total break of 59 hours of which a minimum of 35 hours consecutive rest will be provided in each 7 day period. Should it be necessary, due to Production needs, to work 7 consecutive days, there shall be an immediate period of 35 hours rest.

Agreement

The parties are in agreement that the 12 month averaging period should apply due to the seasonal nature of the film industry, and that the rest arrangements outlined above provide employees with adequate rest. Individual employees will provide a warranty to each production company before commencement of employment, that their employment with that company for the duration of the engagement will not put them in breach of the maximum 48 hour working week when averaged out over 12 months. Individual employers in the industry will keep detailed records of the hours worked by each individual for up to 3 years as per the provisions of the Act.

The Agreement shall, subject to its being approved by the Labour Court, come into effect on 1 July 2000 or on such later date as approval of it has been communicated to the parties by the Labour Court.

Signed on behalf of the Employer:

Carina Zambelli

Date: 10-7-2000

Signed on behalf of the Union:

L. McKenna

P. Keane

Date: 19/6/2000

APPENDIX C

ORDNANCE SURVEY MAPS

(to be provided)

APPENDIX D MINIMUM RATES OF PAY

2nd July 2010

50hr Week (39 Hours @ single time & 11hrs @ 1.5time)			
Grade	Large Budget Level	Medium Budget Level	Small Budget Level
1st Assistant Director	1900	1,500	1,400
2nd Assistant Director	1200	1,150	1,050
2nd Assistant Editor	550	480	480
3rd Assistant Director	900	850	750
Accountant	Neg	Neg	Neg
Art Director	1900	1,400	1,200
Assistant Accountant	1200	900	800
Assistant Art Director	1500	1,100	1,000
Assistant Editor	1200	650	600
Assistant Grip	1100	1,100	900
Assistant Hairdresser	1150	900	882
Assistant Location Manager	1100	900	750
Assistant Make-Up	1150	900	882
Assistant Wardrobe	1150	900	882
Asst Co-ordinator/Prod Secretary	800	800	650
Boom Operator	1350	1,250	1,200
Camera Operator	2000	1,650	1,550
Clapper Loader	1200	1,000	950
Co-ordinator	1200	1,150	1,050
Costume Designer	2000	1,450	1,350
Production Designer	2400	2,000	1700
Editor	Neg	Neg	Neg
Focus Puller	1600	1,450	1,350
Hairdresser	1700	1,300	1,250
Key Grip	1800	1,450	1,350
Lighting Cameraperson	Neg	Neg	Neg
Location Manager	1400	1,400	1,250
Make-Up	1700	1,300	1,250
Nurse	1300	1,100	800
Production Manager	Neg	Neg	Neg
Property Buyer	1900	1,300	1,200
Props Master	1850	1,350	1,300
S/By Props	1200	1,150	1,100
Script Supervisor	1600	1,300	1,100
Dressing Props	1100	1,100	1,050
Sound Mixer	1800	1,600	1,450
Trainee	550	500	450
Video Assistant	800	500	450
Wardrobe Supervisor	1450	1,150	950
Draughtsperson / Set Designer	1700	1,400	1,250
Graphic Designer	1500	1,200	1,000
Model Maker	1500	1,200	1,000
S/By Art Director	1500	1,200	1,000
Set Decorator / Dresser	2150	1,500	1400
Driver (No Vehicle) (50hr Week)	750	750	750

Budget levels

Small: Film or TV single Eligible Spend <€1.5m and TV series or serial Eligible Spend per hour <€500,000

Medium: Film or TV single Eligible Spend >€1.5m and <€4m and TV series or serial Eligible Spend per hour >€500,000 and <€1.5m

Large: Film or TV single Eligible Spend >€4m and TV series or serial Eligible Spend per hour >€1.5m