

24.11.20

Comprehensive Agreement for the Feature Film (TV & Cinema) and Television Drama Industry in Ireland

Parties to this Agreement

This Agreement is made between: -
Screen Producers Ireland (SPI)

And the following Trade Unions:
Services Industrial Professional Technical Union (SIPTU)

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Clause 1: Objective:

- A. This Agreement between 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.
- 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. Exclusions:
 - i. This Agreement shall not apply to films and TV dramas made in the Irish language with funding which includes a material contribution from TG4, unless the eligible expenditure for the production exceeds €750,000 for Film or Single Television or €250,000 per hour for TV Series.
 - ii. This Agreement shall not apply to Animation Productions, but will apply to Live Action Productions (as at Clause 2A below) regardless of any animated content.
 - iii. This Agreement shall not apply to Long Running Continuous TV Soap Productions and documentary making for both television and film format and including factual reconstructions.

Clause 2: Scope of this Agreement:

- A. This Agreement sets out the terms and conditions under which members of the signatory Union (as at Clause 3A below) shall be employed by the Production Companies affiliated to Screen Producers Ireland on audio visual Feature Films, both Television and Cinema, and Television Drama whether broadcast, exhibited or streamed.
- B. Special Projects will be addressed by the AV strategic group comprising the Group of Unions, Screen Producers Ireland and, where relevant, the major funding bodies, i.e. Screen Ireland, BAI and RTE. The format for this shall be agreed between the parties.
- C. For the definition of Budget Bands see Appendix D.

Clause 3: Recognition of Parties to this Agreement:

- A. SIPTU accepts that the hiring of Crew is the sole prerogative of the Production Company, subject to the provisions of Clause 12: Staffing. SIPTU commits that it will not unreasonably withhold membership of the Union from any crew hired by the company, should crew members request membership.
- B. For its part, the Production Company agrees to recognise SIPTU as the sole negotiating body for all crew covered by this agreement.
- C. SIPTU acknowledges that the Company will retain the right to engage non-Ireland-resident crew as part of its obligations under co-production and financing arrangements in addition to creative requirements.

- D. The Production Company will provide all crew, at commencement of their employment, with a full copy of this Agreement and have a copy of it available to all crew at the Production Base.
- E. The Production Company will employ workers as production crew on rates of pay and conditions of employment that are no less than those prescribed by this Agreement.
- F. The Production Company will allow a notice board or office file with SIPTU and SPI information (and indeed any other Congress union or approved organisation including e.g. Screen Skills Ireland and so on who might wish to leave literature) that may or may not be of interest to crew.
- G. The Production Company will afford reasonable available facilities for meetings of Union members once reasonable notice is provided, i.e. 24 hours. Shorter notice may be facilitated by agreement between the parties.
- H. The Production Companies recognise the important role that SIPTU and its members play in supporting and developing the industry. Accordingly, Production Companies will not discourage employees from joining the Union.
- I. 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 9) of this Agreement.
- J. Both Parties agree to ongoing review of the practical working of the agreement at 6-month intervals, with consideration for shorter term review where deemed necessary by both parties. The agreement can only be varied by agreement of both parties in writing. See Appendix F.

Clause 4: Stabilisation:

- A. Minimum rates of pay will be established with this Agreement.

In order to provide certainty that the terms of this agreement will be fully implemented the following approach will be adopted:

- B. Acceptance that the body of the Agreement and the agreed rate card be implemented with effect from January 1st 2021.
- C. As Covid19 has emerged as a significant factor, both sides agree that the next pay movement 3% TBC due to be implemented on 1st January 2022 will be subject to a condition that all relevant Covid19 restrictions have been fully lifted for a period of 3 months before the increase is paid.
(In effect if a pay increase is not to apply on 1st January 2022 because of this condition it follows that the increase will apply 3 months immediately following the lifting of the restrictions. Subsequent pay increases will apply on the anniversary of the first pay increase.)
- D. As costs will continue to be a significant factor, it is also recognised that the increase due on 1st January 2022 will require that some key financial indicators are achieved to ensure that normal levels of production have been restored. This should be subject to discussion between the parties and an ongoing review of the overall financial performance of the sector. To enable this, a joint monitoring group will be established as part of this agreement to monitor its implementation and recommend improvements where appropriate.

Clause 5: Duration of this Agreement:

- A. This Agreement will take effect from the date of signature and remain in force for a period of 5 years and will apply to all crew contracts drawn up subsequent to signature of the Agreement.
- B. The parties agree that no less than 6 months before its expiry date, they will commence discussion to review the Agreement before its expiry, or to automatically renew it.
- C. In the event of no new agreement being reached, the existing agreement will remain in force unless terminated by three (3) months' written notice from one party to another.
- D. Any production which commences during the application of this Agreement will be covered by its terms until production is completed.
- E. Where episodic TV series are being produced, each new season will follow any amendments or adjustments to this agreement, including rates of pay, which take place prior to the commencement of work of each crew member contracted for that season.
- F. The Clauses identified in Appendix F of this Agreement shall be under regular review by the parties to this Agreement through the Joint Monitoring Group. The form and structure of this group shall be decided jointly by the parties.

Clause 6: Undertaking of Screen Producers Ireland:

Screen Producers Ireland and their affiliated Production Companies undertake and agree to abide by the terms of this Agreement.

Clause 7: Undertaking of the Union:

- A. Union members shall carry out and perform, to the best of their ability, any reasonable request or instruction 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 utilising the dispute resolution procedures contained within this agreement.
- B. That the Union or their members, separately or collectively, shall not divulge any confidential information concerning the business of the Production Company, provided this in no way precludes the Unions from legitimately protecting the interests of their members.

Clause 8: Audio Visual Industry Strategic Group:

- A. The parties to this Agreement shall create an AV Industry Strategic Group where issues of modernisation, adaptation and change may be discussed and reviewed. The AV Industry Strategic Group shall meet no less than twice a year or as the group may otherwise decide. Delegates and structures to be agreed between the parties to this Agreement.
- B. The AV Industry Strategic Group 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.
- C. The AV Industry Strategic Group will deal with Industry developments and challenges, including but not limited to diversity and inclusion, competitiveness and efficient work practices, and creating a Work Life Balance Policy Document for the Industry.

Clause 9: Meetings of Union Members:

- A. The Production Manager will afford all reasonable facilities for meetings of union members on their own time, once reasonable notice is provided, e.g. 24 hours.
- B. The Production Manager will meet Union Representatives to discuss any matter of common interest at a time to be mutually agreed.
- C. Union Representatives will give 24-hour prior notice of visits to sets, locations or the Production Base. 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, outlining the request and reason(s) for meeting.

Clause 10: Dispute and Grievance Resolution

- A. In the first instance, endeavours shall be made by the Production Company and the Crew Member(s) or their Representative to settle the grievance /dispute at the place where the matter has arisen and for normal working to continue.
- B. Failing local resolution, the Union shall refer the matter to the Production Manager in writing, if necessary, and vice versa.
- C. To facilitate resolution, a joint meeting consisting of Production Management and the Union will be held within seventy-two hours of the written notice of dispute being given by either party.
- D. Following a joint meeting, or where either party feels there is an unacceptable delay in convening a joint meeting, either party can refer the disputed matter to a WRC Adjudicator for an adjudication as provided for in this Agreement at Clause 10.E.
- E. A panel of two Adjudicators will be established by the parties to this Agreement. The Adjudicators will be drawn from the panel of Adjudicators engaged by the Workplace Relations Commission.
- F. The arrangements governing the selection of the Adjudicators and the necessary administrative arrangements will be as agreed by the parties to this Agreement. The details of those arrangements shall be agreed with the WRC within one month of acceptance of the terms of this overall Agreement and shall be set out in a separate memorandum.
- G. The Adjudicator who is available to hear the dispute shall convene a meeting of those involved in the dispute and their representatives within one week of a referral, unless a longer period is mutually agreed.
- H. The Adjudicator will be required to hear the case from both parties in relation to the matter in dispute and then to issue a recommendation within three working days of such a hearing, unless a longer period is mutually agreed.
- I. Where the parties so agree in advance of a hearing – the decision of the Adjudicator shall be binding on the parties to the dispute.
- J. Where a dispute is not settled by a binding recommendation, or where a non-binding recommendation is not accepted by one or other party, the disputed matter may be referred by one or other party to the Conciliation Services of the WRC and/or the Labour Court. The other party will cooperate fully with referrals to the WRC and/or the Labour Court.

Throughout the entire course of these procedures, it is agreed and understood by all that normal work shall continue, under protest if necessary, unless mutually agreed otherwise. 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 11: Disciplinary Procedures & Grievance Procedures:

- A. Disciplinary procedures will be in keeping with the Workplace Relations Commission Code of Practice set out in Appendix A.
- B. Grievance procedures should be pursued in accordance with Clause 10 of this agreement and in keeping with Work Place Relations Commission/Labour Court guidelines.

Clause 12: Staffing:

- A. The Production Company, in its sole discretion but following consultation with the Head of Department, will determine staffing levels and competencies as necessary, taking into account health and safety considerations.
- B. Appointment and Termination to be at the discretion of the Company. The Union reserves the right to represent its members when appropriate in this regard.
- C. It is acknowledged that the crew are employed to work in roles that correspond to their competence and Professional Grade. Members in a particular professional grade will not be employed to perform work proper to another professional grade unless there is a reasonable shortage of suitably qualified crew in that particular grade.
- D. There shall be no subletting or subcontracting of work by those employed for work but who are unable to carry out all or part of the work for which they have been employed.
- E. The parties to this Agreement commit to developing structured industry training for trainees, and upgrading pathways and career development for all professional categories covered by this agreement.
- F. The Company will present the authorised Union Representative with a detailed list of all Professional Categories, and the number in each of all the Professional Categories, based on the specific requirements of the production and will separately identify those grades that will be filled by non-Ireland-resident crew, employed as part of the creative requirements as well as co-production and financing commitments of the Producer.
- G. The Production Company is entitled to determine the salaries and conditions of employment of all Professional Categories other than those Professional Categories represented in this Agreement, as listed in Appendix D.
- H. 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 at the Production premises, or where the Production facilities are not available or sufficiently comprehensive to carry out the work.
- I. Production Companies may commission and/or hire set pieces and manufactured articles for use in the production.

Clause 13: Equal Opportunity:

Screen Producers Ireland and the Trade Union agree to promote equal opportunity in employment, regardless of gender, gender identity, sexual orientation, civil or parental status, disability, race, nationality, family status, religion, membership of travelling community or age.

Clause 14: 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 employed 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 crew member is required to continue working beyond the stop date on their notice letter, this will be on a day-to-day basis, paid at the appropriate pro-rata rate plus any overtime worked. A notice letter will be re-issued for the new stop date.

Clause 15: Pre-Production Information:

4 weeks prior to the proposed shooting date, or as soon as possible thereafter, the Production will provide the authorised Union the following information, where applicable:

- Schedule, to include the period of production and any requirements for extended days, public holidays, Standard Week, Working Day type(s), and night work. Any significant change to the shooting schedule will be notified to the union(s) and discussions will take place where appropriate.
- Production Base and location(s) where known
- Crew list and number of Professional grades being hired
- Information on the status of Section 481 Certification of the Production and Eligible Spend Band
- Health & Safety statement and Company Policies
- Risk Assessment including but not limited to assessments of workshops and work areas beyond the Production Base
- Insurance details

Clause 16: Rest Periods and Turn Around:

- A. 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 which is registered with the Labour Court and dated the 27th September 2000 as set out in the Appendix B, and referenced in the individual's contract of employment. There will be a minimum daily rest period of 11 hours between work days.
- B. For the purposes of the Organisation of Working Time Act 1997, 'turnaround' (from wrap to commencement of work the following day) shall be 11 hours, calculated from the crew member's pre-agreed wrap time and place, to the crew member's pre-agreed start time and place.

Application of this clause will be monitored and included in the periodic agreement review – see Appendix F.

Clause 17: Public Holidays:

- A. 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 the 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

- B. Production companies will not terminate contracts and then reinstate crew simply to avoid paying public holiday payments.
- C. In respect of each public holiday, an employee's entitlement under the Organisation of Working Time Act, 1997 is as follows, whichever of the following his/her employer determines:
 - i. A paid day off on the public holiday (paid as a Standard day) -or-
 - ii. All hours worked for the standard day to be paid at double time (see Clause 31 for hours worked in excess of the standard day) -or-
 - iii. An additional day of annual leave (a day paid but not worked) -or-
 - iv. A paid day off within a month of the Public Holiday (paid as a Standard day)All leave days must be taken in line with Working Time Legislation.
- D. When the Standard week is scheduled Monday to Friday in the week of a Public Holiday, then Saturday (if worked) is paid as a sixth day, regardless of whether the public holiday is worked.
- E. When the Standard week is scheduled Tuesday to Saturday in the week of a public holiday Monday (for example), Saturday is not payable as a sixth day; however, the public holiday is payable.
- F. Non entitlement: where an employee ceases to be employed more than 7 days (one week) prior to the Public Holiday or the employee hasn't worked at least 40 hours for their employer during the 5 weeks preceding the holiday.
- G. Reasonable endeavours will be made to ensure that no two consecutive public holidays will be shooting days in any production schedule. Where a public holiday not being worked falls on a Friday or a Monday, the Saturday and Sunday of that weekend shall not be working days. This is to ensure that the crew can benefit from the three-day weekend.
- H. Public holidays will be respected during prep weeks. In exceptional circumstances they may be worked with the consent of the crew member(s) involved. A public holiday in the final prep week (i.e. week minus one) may be worked.

Clause 18: 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 working day, from the location to an interior or studio, or vice versa so that work (both production and construction) may continue uninterrupted.

Clause 19: 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, the production company may suspend or terminate, the employment of a crew member during the period of prevention or stoppage of work. The Union will be notified of the invocation of this clause by the production. Where a suspension of employment occurs, temporary lay-off letters will be issued to crew for access to social welfare.
- B. Where work is resumed the crew member shall be offered re-employment as appropriate.

- C. When it's advised by the production that work will not resume, the employment of crew members in suspension will be terminated with one week's notice and payment of notice will be subject to each crew members' contractual entitlement.

Clause 20: Holiday Pay and Annual Leave:

A. Calculation of Holiday Pay/Annual Leave Entitlements

Annual leave entitlements for employees will be as per the Organisation of Working Time Act 1997. The calculation of Annual Leave is 8% of all hours worked including scheduled and/or pre-approved overtime and subject to a maximum of 4 working weeks. The producer will determine when annual leave can be taken depending on operational demand and the producer reserves the right to pay in lieu or allocate leave on termination of the production.

B. Calculation of Holiday Pay/Annual Leave Pay

Annual leave pay is payable at the employee's normal hourly rate of pay for their working week.

Clause 21: Sick Leave

A. Under 4 weeks continuous service:

Where employees have less than 4 weeks continuous service, the Company does not pay employees during absence due to illness or accident. However, the employee may be entitled to payment of sickness benefit from the Department of Social Protection (dependent upon meeting certain PRSI conditions). Sickness benefit is normally paid from the 7th day of the claim, which is made directly at the social welfare office by the employee within 7 days of becoming ill. Crew are expected to comply with their employer's sick leave policy, including the provision of a Sick Cert from a relevant medical professional (i.e. GP, online health insurance GP) on day 3 of absence.

B. More than 4 weeks continuous service:

If the crew member's service has been continuous with the production company for at least 4 weeks at the time of commencement of sickness or accident, the member shall be paid in the aggregate of one week at full pay and one week at half pay. Crew members are expected to comply with their employer's sick leave policy, including the provision of a Sick Cert from a relevant medical professional (i.e. GP, online health insurance GP) on day 3 of absence.

Clause 22: Compassionate Leave

A maximum of 3 days compassionate leave without loss of pay following the death of a parent, sibling, spouse, partner, child or grandchild. Leave may subsequently continue without pay by agreement.

Clause 23: 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 will undertake to ensure that their conduct complies with all Health & Safety guidelines and will attend training, including but not limited to Screen Pass, as prescribed and required by the production company.
- B. To ensure that members can comply with all health and safety guidelines, the Company will appoint a Health and Safety Officer, facilitate the election of a crew Health and Safety Rep and 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 them. The Risk Assessment will include an assessment of all workspaces (enclosed or otherwise), including but

not limited to art department, modelmaking, hair and makeup activities, production offices, work areas where chemicals are used (temporary workspaces included), unit base(s) and shooting locations.

- 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 will depend on a Risk Assessment of the sets, production base and locations, and will be communicated to the authorised Union Representative and to the safety representative.
- F. Appropriate level of medical cover can consist of any one or a combination of suitably qualified persons listed below as determined by the Risk Assessment:
 - Qualified First Aid person/ appropriately qualified and competent crew member
 - State Qualified Nurse
 - 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 24: Specialised Equipment

- A. Use of a Car: Crew members who are required to use a car in the active service of the Production Company will either:
 - i. use a hired car provided by the Production Company and be paid fuel receipts or be provided with a fuel card -or-
 - ii. use their own car and be paid a car allowance and fuel (or be provided with a fuel card) or paid mileage (refer also to Clause 26.C)
- B. Use of mobile phones: Where a crew members' mobile phone is used primarily for company business during the course of a production, the production will pay the phone bill or a pre-agreed percentage of the phone bill based on use.
- C. Box allowance where applicable will be paid each week to cover tools, equipment and essential kit supplied by crew member, at approximately 2% of their value per week – see definition of qualifying box items and computation table at Appendix G.

Application of this clause will be monitored and included in the periodic agreement review – see Appendix F.

Clause 25: Protective Clothing:

- A. The Production Company will provide all appropriate Crew Members with any specialised protective clothing or equipment that may be required on the production such as high viz vests, ear protectors, hard hats, gloves, masks etc. These will remain the property of the Production Company. Where chemicals require specific and costly masks and filters and crew have or can purchase these items, a

rental fee will be agreed between the Production Company and the crew member rather than a purchase being made by the production.

- B. Crew members will be expected to provide their own wet weather gear.

Clause 26: 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 by the Production Company.
- C. Members who use their own cars and claim mileage or a car allowance are responsible for their own appropriate category of motor insurance.

Clause 27: Pension:

Crew members working under this agreement will be offered access to the pension scheme. Details of this scheme are contained in Appendix C.

Clause 28: The Standard 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, (i.e. Monday to Friday, Tuesday to Saturday).
- B. The Standard Week is a 50-hour week, based on the Standard Day as described in Clause 29.A. From the Standard Week, the rate of pay divided by 50 will give the overtime rate.
The 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 at the appropriate rate
 - ii. The combination will not be manipulated and used so as to avoid payment at time and a half if working a Saturday following a Public Holiday.
 - iii. Where a Sunday is worked but not as a 7th day, a 25% premium will be paid.
- C. Where an employee'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 Standard weekly rate. (i.e. not a Daily Rate).

Clause 29: The Working Day (Hours of Work):

The Standard Working Day, as defined herein, shall be calculated from unit call to unit wrap.

The Standard Day will create a standard 50-hour week over 5 days. 6th day working will be paid at time and a half. All overtime hours worked will be paid at the appropriate rate in half hourly increments – see Clause 31.

- A. **The Standard Day can be any of the following, all of which are paid as 10 hours:**
 - i. A 10-hour working day plus 1-hour unpaid break for lunch (11 hours duration)
 - ii. A 9.5-hour Semi Continuous working day plus 30-minute cessation of shoot (camera down) break for lunch. (10 hours duration)
 - iii. A 9-hour Continuous working day without cessation of shoot. Each individual shall avail of a 20-minute staggered break, in keeping with the smooth running of the shoot. (9 hours duration)

B. Other days recognised under this Agreement:

- i. A 10-hour continuous day. An additional 5 hours will be paid weekly at flat time, i.e. 55 hours paid at single time. Overtime to be paid after 10 hours each day, calculated from the 50-hour Standard Week.
- ii. 8-hour continuous day paid as 10 hours.

C. The start time for the day's work shall normally be between 7.00am-1pm. Working hours each day commence from each person's official call time and conclude at each person's official wrap time. All hours worked outside of the person's official call and wrap time will be pre-approved by the Production Manager and paid at the appropriate overtime rate.

D. Call Times, as listed on the shooting schedule, are subject to change. Best endeavours will be made to ensure Call Time changes will happen within the previous shooting day. Where Call Time for the next day are changed after shooting has ended for the day, best endeavours will be made to inform crew within a timely fashion, i.e. no more than 60 mins after wrap. Crew turn around (see Clause 16) will be taken into account and is subject to periodic agreement review – see Appendix F.

The parties agree to the creation of a Work Life Balance Policy for the Industry by the AV Industry Strategic Group to facilitate voluntary job share and other voluntary ways of working.

Clause 30: Pay Rates and Crew Contracts:

A. Minimum rates of pay for Crew are as per Appendix D of this Agreement.

B. The contract of engagement must be provided at the commencement of work and must unambiguously show the structure of payments to the crew member as follows:

- o The 50-hour week rate and type(s) of day worked/scheduled
- o Any additional pre agreed hours and/or days and their hourly rate
- o Overtime rate per hour
- o Box/phone/car/per diem/etc allowance where applicable
- o The Production Base address(es)/location(s) if known

Clause 31: Overtime:

A. All hours called to work outside of the Standard Day or 'other recognised day', will be paid in half hourly increments at the appropriate overtime rate. All overtime will be paid on a cumulative basis.

B. Overtime will be paid at one and a half times (1.5) the basic hourly rate up to midnight and double time after midnight for unscheduled night work during the Standard 5-day week. Scheduled work after midnight is dealt with in Clause 32 – Night Work, and overtime on this scheduled Night Work is paid at time and a half.

C. A sixth day worked is payable at time and a half.

- i. Overtime on the 6th day will be paid at twice (2) the basic hourly rate up to midnight.
- ii. Working after midnight on a 6th day should only be in exceptional circumstances and pre-agreed with the crew member. In any event, a minimum of 3 hours' pay for each hour worked will be paid to each crew member agreeing to work. This will be followed immediately by a minimum of 35 hours rest. Scheduled work after midnight is dealt with in Clause 32 – Night Work, and overtime on this scheduled Night Work is paid at time and a half.

D. A seventh day, if worked, is payable at double time. Working and overtime on the 7th day should only be in exceptional circumstances and pre-agreed with the crew member. In any event, a minimum of 2

hours' pay for each hour worked, and a minimum of 3 hours' pay for each hour worked in excess of the Standard Day, will be paid to crew agreeing to work these hours. Working on the 7th day will be followed immediately by a minimum of 35 hours rest. Scheduled work after midnight is dealt with in Clause 32 – Night Work, and overtime on this scheduled Night Work is paid at time and a half.

E. Overtime on a bank holiday will be paid in accordance with the provisions of the Organisation of Working Time Act, 1997.

F. Grace Period:

A grace period allows for a slate that has already been started to be finished, to complete that set up only, to a maximum of 10 minutes beyond the scheduled finish time.

- i. The production can use no more than one grace period in one Standard Week and any subsequent camera overtime in that week shall be paid as overtime in the normal way.
- ii. The number of grace periods is capped at 4 per month.

Application of this clause subsection will be monitored and included in the periodic agreement review – see Appendix F.

G. Overtime after Grace Period: After a grace period, all overtime worked (including the grace period) shall be paid at the appropriate overtime rate.

Clause 32: Night Work

Night Work is work especially called as such and scheduled to extend beyond Midnight.

A. Such work shall be restricted to:

- i. Unavoidable emergencies in Studios
- ii. Night exteriors
- iii. Work which cannot be undertaken in day time
- iv. Creative necessities pursuant to the visual aesthetic

B. When night work is required, details and arrangements of such work shall be discussed and agreed with 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.

C. There shall be a minimum payment of 10 hours, and any prep and/or wrap work that is outside the Standard day will attract the appropriate overtime rates, as per clause 31, being time and a half for hours worked, and single time for travel time.

D. Night work shall be paid as follows:

- i. Weeks 1-3 inclusive, shall attract a €50 payment per night worked
- ii. Subsequent night shoots between weeks 4-6 inclusive shall attract a €60 payment per night worked.
- iii. Any further weeks of night shoots from weeks 7 and beyond shall attract a €70 payment per night worked.

E. Ten hours at flat rate is payable for the rest day following the completion of a block of night work. This payment only occurs when daytime shooting resumes, i.e. when the start time is in accordance with Clause 33(c).

- D. After the completion of a period of 5 consecutive nights there will be a clear break of 35 hours between wrap and call - this will be managed in line with the Organisation of Working Time Act.
- E. The anticipated level of night work and approach to scheduling night work needs to be clearly detailed in Pre-Production Meetings.
- F. As much notice as practicable should be provided when scheduling night shoots to allow those who need to make arrangement, to do so.

Application of this clause will be monitored and included in the periodic agreement review – see Appendix F.

Clause 33: Daily Rate:

- A. When crew members are employed for 5 consecutive days or more, the weekly rate, including holiday credits, and a pro rata weekly rate for remaining days of the first/final week will apply.
- B. For crew working less than 5 days, the rate of pay per day shall be no less than 25% of the weekly rate for work at that grade. The Working Day for dailies shall be as agreed for that production, with overtime, holiday pay and allowances paid as per this agreement.
- C. Cancellations: If the Production Company cancels work more than 36 hours before the individual is due to commence work, no payment shall be due.
 - I. When work on the production is cancelled within 24 hours of their agreed start time, the crew member will be paid 100% of the agreed daily rate, i.e. one full day's pay. See also Clause 33.C.11
 - II. However, if work is cancelled between 24 and 36 hours before their agreed start time the crew member will be paid 50% of the agreed daily rate for each day the 36 hours is infringed, i.e. half of one day's pay.
 - III. If work is cancelled once work has commenced, then 32.C shall apply

Clause 34: Meal Breaks:

- A. In the Standard ten plus one-hour day, there will be one meal break (lunch) of one hour's duration, or 30 minutes from the last person served as determined by the schedule, which will take place not before 4 hours and not later than 5.5 hours from unit call.
 - i. This food shall be provided on site, or where this is not possible, within reasonable distance of set, with travel to and from lunch included in the working day.
 - ii. 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.
 - iii. Where lunch break takes place after 5.5 hours, the delay will be no more than 30 minutes and a payment of 30 minutes overtime will be paid. On completion of the break, the shoot can continue until the agreed shooting hours for the day are shot, without additional overtime payment.
- B. Where a Semi Continuous day is called, lunch will be served for a period of 90 minutes, from 30 minutes before the 30-minute camera-down time to allow for a crew member to stagger access to food.
 - i. This lunch will be provided on site, or where this is not possible, within reasonable distance of set, with travel to and from lunch included in the working day OR regular delivery to the set of an adequate number of hot boxes for the duration of the meal break.

- ii. Where no interior space is available, a sheltered space will be provided off set to facilitate eating and the 20-minute break.
- C. Where a Continuous Day is called, there will be no designated lunch break period. A running buffet, hot boxes or food service van shall be provided with hot food from at least 3.5 hours after unit call, and catering will be adequately resourced to get food and water to crew.
 - i. Hot meals will be available to crew for no less than 3 hours, unless by agreement with crew and the Union in pre-production, on low budget productions.
 - ii. Where no interior space is available, a sheltered space will be provided off set to facilitate eating and the 20-minute break.
- D. If filming on a Standard Day, or any day of longer duration, continues beyond the end of the agreed day, additional hot food or a meal allowance will be provided, and the appropriate overtime will be paid in half hourly increments. Where a shoot is completed on time at the end of the day, no additional hot food shall be provided and no meal allowance will be paid to crew, including those who are wrapping.
- E. Meal break times are calculated from Unit Call.
- F. Where crew members are given an earlier work call than Unit Call, they will take a staggered meal break of 15 minutes to consume breakfast within 4 hours of their call time.
- G. A scheduled meal break is a period not included in the computation of working hours.
- H. The taking of a meal break at the time or times stipulated by the Production Manager or his/her representative shall be obligatory for all crew members concerned.
- I. The Production Company will provide refreshment and varied snacks throughout the working day, to which crew members will have access.
- J. For a minimum of one hour before Unit Call, a hot breakfast will be serviced at Unit Base.

Clause 35: Meal allowances:

- A. Meal allowances are payable where there are no canteen facilities or unit catering provided at the work location, and to all eligible crew regardless of department. Where individual crew members move location regularly, time sheets will be submitted for those days that a meal allowance is payable.
- B. Where crew members are given an earlier work call than Unit Call, they will receive a breakfast or the appropriate meal allowance.
- C. When working at a Production Base, studio or location where canteen services are available there will be no meal allowances paid, provided the canteen is open at the time the meal break is due.
- D. The meal allowance rates are:
 - Breakfast: €5.75
 - AM and PM Breaks: €2.50 each
 - Lunch: €14.00
 - Dinner: €23.00
- E. All meal allowances and per diems are subject to Revenue rules.

Clause 36: Production Base

The Production Base will be nominated by the production and it will typically be located within the Production Zone. This is the Production Office set up at an address to facilitate the shoot. It will contain offices and workspace for various Depts during production. There will be a 25km Travel Zone around the Production Base.

- A. A Production Company may move Production Base once during a shoot to any studio facility within the Production Zone, and return to the original Production Base if necessary, to facilitate set building, without incurring mileage and travel time charges or becoming a Distant Location. For episodic TV, such a move shall occur no more than once in every 6-week block. Where shooting blocks are 5 weeks duration or less, these moves will be no less than 3 weeks apart.
- B. Productions may move to a Distant Production Base from their original Production Base – see Clause 40.2 Distant Locations. i.e. ‘Normal People’ shooting in Dublin Production Zone then moving to shoot in Sligo.

Clause 37: Production Zones and Travel Zones

See Appendix E for explanatory Ordnance Survey Maps of Zones.

The Production Zone is where the Production Base will typically be located and is a 40km radius area from:

- i. the GPO Dublin, GPO Galway, GPO Cork, or GPO Limerick
- or-
- ii. the Permanent Office of a Production Company registered and located outside the GPO Zones. These companies can also avail of the Production Zones at 37.i above.

The Travel Zone is a 25km radius area around any Production Base, in which filming locations are typically found. All locations within this Travel Zone, and not breaking the Production Zone, incur no mileage or travel time charges.

- A. Any Production Company may select a Distant Production Base in any part of the country, which may be the crew hotel, from which a 25km Travel Zone radiates. All locations within a 25km radius of the Production Base and/or designated crew hotel, incur no mileage or travel time charges - see Clause 40.2 Distant Locations.
- B. Where a production is based at Ashford Studios, and using the studio facilities including sound stages, they can avail of 2 Travel Zones – see Map 5, Appendix E:
 - i. Ashford Travel Zone 1: A 16km radius area to the south and west from the centre of Ashford Studios, to the edge of the 40km Dublin GPO Production Zone, and within the Dublin GPO Production Zone to the north, a 25km radius area.
 - ii. Ashford Travel Zone 2: A 5km radius zone from the GPO Dublin to avail of Greater Dublin locations. The production may move once during shoot or for episodic TV, in keeping with Clause 36.A - Production Base moves.
- C. If a production is based in Ashford Studios but is not availing of the sound stages, the standard Production Base rule at Clause 36.A applies.

- D. Where a production is based at Troy Studios, and using the studio facilities including sound stages, they will have a Travel Zone of 30km radius area from the studio.
- E. Productions based in Troy Studios may move Production Base once during shoot (or for episodic TV, see Clause 36.A), within the GPO Limerick Production Zone to avail of greater regional locations – see Map 4, Appendix E.

Clause 38: GPO Zones

A GPO Zone is an area within a 64km radius of GPO Dublin, Galway, Cork or Limerick, and beyond the boundary of the 40km Production Zone for that GPO.

- A. Mileage applies when transport or a car allowance is not provided by the Production Company.
Where the Production Company provides transport, vehicles will meet required safety standards.
- B. Travel Time applies to all crew travelling to these locations.

Clause 39: Mileage and Travel Time

Mileage charges are at the rate of 0.49 cent per kilometre and paid for travel necessary in the performance of duties required by the production. Travel Time is to be computed at an average speed of 80 km per hour. All travel time and mileage payments are subject to Revenue rules.

- A. Mileage charges apply to crew travel for work purposes (when transport or a car allowance is not provided by the Production Company) when:
 - i. outside the boundaries of the relevant Travel Zone -or-
 - ii. within the boundary of the Travel Zone but outside the boundary of the Production Zone -or-
 - iii. travelling to Distant Locations or GPO Locations
 When this travel takes place outside of the agreed Working Day, Travel Time will also be paid.
- B. Travel Time when applicable is paid at single time, and is calculated to/from Production Base, except when travelling to a Distant Production Base, in which case it's calculated from the relevant GPO.
- C. All travel within the Travel Zone of the Production Base (or hotel, where Clause 37.A applies) and not breaking the 40km Production Zone, incurs no mileage or travel time charges.
- D. Travel with production equipment (where authorised to do so by the Production Company) is paid within the Standard Week at single time, and outside the Standard Week at the appropriate overtime rate.

Clause 40: Locations Types

There are 3 distinct type of shooting location within the island of Ireland:

- Standard Locations, found within the 40km Production Zone
 - GPO Locations, found within the GPO Zone
 - Distant Locations found beyond the boundary of the locations above
- See also Clause 41 Overseas Locations.

1. GPO Locations:

GPO Locations (previously called Non-Resident Locations) are those located outside the 40km Production Zone but also:

- i. within the 64km GPO Zone -or-

ii. from which it's possible to work and travel to/from a Production Base within that GPO's 40km Production Zone, within a 13-hour day. If the Production Base is also located in the GPO Zone, mileage and Travel Time are to be calculated from the relevant GPO.

- A. Where travel and work cannot be completed by crew members within the 13-hour day, overnight accommodation will be provided. Department HOD's will actively work to minimise the number of crew who cannot complete the work schedule within 13 hours.

2. Distant Locations:

Locations (previously called Resident Locations) are deemed Distant when it's not possible to work and travel to/from a Production Base within the Production Zone within a 13-hour day, or any location outside the GPO Zones.

- A. Travel Time to and from a Distant Location is calculated from the GPO Dublin, Galway, Cork or Limerick and is paid at single time and to be computed at an average speed of 80 km per hour.
- B. Where car allowance or transport is not provided by the Production Company, crew members using their own transport will be entitled to mileage as set out in Clause 39, from the Production Base (or relevant GPO where no original Production Base exists), to the Distant Production Base/Location.
- C. When travelling to/from a Distant Location, shooting and travel to/from the Production Base (or relevant GPO where no original Production Base exists), can take place on the same day, but all must be completed within the 13-hour day.
- D. Travel with production equipment (where authorised by the Production Company) is paid within the Standard Week at single time, and outside the Standard Week at the appropriate overtime rate.
- E. Where the Production Company provides transport, vehicles will meet required safety standards.
- F. The Production Company will provide high quality, 3-Star Rated Fáilte Éireann approved accommodation, where available. Single room accommodation will be provided plus per diem allowance to cover breakfast, lunch, evening meal, and/or laundry where these are not already provided, for the duration of Distant Location requirements (including shoot, prep, wrap and rest days).
- G. Application of current Per Diem payment structure will be clause will be monitored and included in the periodic agreement review – see Appendix F.
- H. Crew members requested by the production to remain on location on a scheduled rest day(s) i.e asked to remain in case of being called for work, and who are not called, will be paid the Standard Day for each day on call. For crew members remaining on location on rest days but not on call, no payment is due, and travel home will be at their own expense and in their own time, save as set out in Clause 40.2.I.

In both cases accommodation will continue to be provided and per diem will continue to be paid.

- I. Where it is expected that members at Distant Locations 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 facilitate crew spending 24 hours at home. Fares only will be payable by the production company and no payment in addition to that for the Working

Week shall be made for time spent travelling or time at home.

- J. Details of Distant Location shooting will be advised in advance to the crew.
- K. Work or Travel on a 7th day should only occur in exceptional circumstances. Where a crew member travels to a Distant Location on the 7th day following a six-day shoot, they will be paid at the rate of double the Working Day. Crew members required by the production to travel in charge of equipment will receive an additional payment where a rental agreement is in place which allows for the payment.

Clause 41: Overseas Locations:

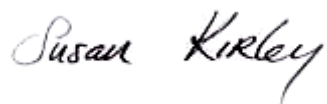
This is a location outside of the island of Ireland. In addition to the provisions which apply for a Distant Location (See Clause 40 part 2), the following provisions apply for an Overseas Location.

- A. For time occupied in travelling from home to an overseas location, payment will be made at flat time for the first twenty-four hours occupied in travelling, thereafter no journey payment will be made other than for the Standard day. A member in charge of equipment will be paid time and a half for those hours actively in charge of equipment.
- B. A member will be deemed to have completed their journey when he or she is in a position to check into his or her hotel.
- C. Standard industry arrangements for travel and insurance will be made by the Production Company.
- D. Production Base on location will be defined as either the Production Office or Production Hotel Base, subject to the requirements of production and notified in writing in advance of travel.
- E. The Production Company will notify crew of mileage terms and conditions as per territory/local conditions. All other terms will be at a minimum as per this collective agreement.

Signature Page

Signed:

On Behalf of Screen Producers Ireland



Susan Kirby
Chief Executive

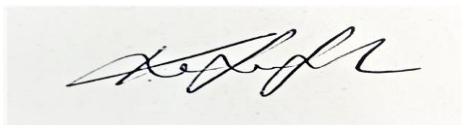
Date:



Macdara Kelleher
Board Member

Date:

On Behalf of SIPTU



Karan O'Loughlin
Branch Organiser

Date:

Appendix A: WRC Code of Practice on Disciplinary Procedures

Appendix B: Labour Court OMTA

Appendix C: Pension Scheme Overview

Appendix D: Budget Bands

Appendix E: Ordnance survey maps [\[SIPTU currently ordering\]](#)

Appendix F: Clauses for ongoing monitoring

Appendix G: Box allowance structure

Appendix A: WRC Code of Practice on Disciplinary Procedures

Code of Practice

5



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 bank, 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.I. 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: OMTA Labour Court Agreement [screenshot place holder]

THE LABOUR COURT

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



AN CHOIRT OIBREACHAIS

TEACH THOMAS MAC SEÁIN
BOTHAR 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 CHUIRT 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

Signed Caroline Jenkinson
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 Smith

Date: 10-7-2000

Signed on behalf of the Union:

L. McKenna

Date:

19/6/2000

P. Keane

Appendix C: Pension Scheme Overview

[holding document, final branded summary will go in here once developed]

SCREEN
PRODUCERS
IRELAND



We are delighted to inform you that you have been included as a member of the Independent Film and Production section of CWPS. For new members, a scheme booklet and a projection of benefits will be posted to you shortly.

The following aims to answer some questions you may have.
More information can be found on www.cwps.ie



Are pensions important?

We are all living longer and it's important that we save when we are working so that we have enough money to live on when we retire. A Pension Scheme is a tax efficient way of making these savings and the pension you receive when you retire is payable in addition to any state entitlements you may receive.



How much will I be asked to save?

The minimum amount you will contribute is €19.90 per week gross. You will get tax relief on all of this contribution which means that if you pay tax at 20% the net cost is €15.92 and if you pay tax at 40%, the net cost is only €11.94. This contribution is low and you have the option to contribute more if you wish. See information on AVCs [here](#). In addition to your contribution, your employer will contribute €29.26 per week for you.



Will my pension savings grow?

Your contributions and your employer's contributions will be invested in funds which aim to give you a steady return on your pension savings. Details of how these funds work is available [here](#). For example, if you were 25 in 2009 and invested €1,000 on the 1st January that year, that €1,000 would be worth €1,859 on the 1st January 2019 based on the returns achieved in CWPS*.

*Please note that past performance is no guarantee of future returns

For more information please contact the CWPS team
T: +353 1 4977663 | E: info@cwps.ie | www.cwps.ie

CWPS is administered on behalf of the Trustee by CPAS, a professional pension administration company approved and regulated by the Pensions Authority



How much do I get when I retire?

This will depend on several factors including the amount you and your employer contribute, the length of time you are in the scheme, the investment return added to your savings and pension conversion rates at the time you retire. You will be given an estimate of your retirement options with your member booklet and an annual benefit statement will be issued each year. Register for online access [here](#) and you can use our online calculator to get an estimate of your benefits. You can also keep up to date with your pension account.



When can I retire?

Normal Retirement age is 65 but you can retire early from age 50 or defer your retirement to age 70 if you are still working.



What happens if I die before I retire?

If you are an active member of the scheme, have accumulated 26 weeks contributions and contributions are up to date, the following benefits are payable to your next of kin; a lump sum death benefit of €100,000, an additional €3,175 for each eligible child under 18 and a refund of the value of your Pension Account. This is 24/7 cover and is provided without the need to complete a medical.

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Appendix D: Budget Bands

BUDGET LEVELS
MICRO: Film or TV single Eligible Spend <€750,000 and TV series or serial Eligible Spend per hour <€250,000
BAND 1 [SMALL]: Film or TV single Eligible Spend €750K-€1.5m and TV series/serial Eligible Spend p/h €250K-€500K
BAND 2 [MEDIUM 1]: Film or TV single Eligible Spend €1.5m-€2.75m & TV series/serial Eligible Spend p/h €0.5m-€1m
BAND 3 [MEDIUM 2]: Film or TV single Eligible Spend €2.75m-€4m and TV series/serial Eligible Spend p/h €1m-€1.5m
BAND 4 [LARGE]: Film or TV single Eligible Spend €4m-€25m and TV series/serial Eligible Spend p/h €1.5m-€10m
BAND 5 [LARGE PLUS]: Film or TV single Eligible Spend €20m+ and TV series/serial Eligible Spend per hour €8m+

Appendix E: Ordnance survey maps

Appendix F: Clauses for ongoing monitoring

Clauses under review by the Joint Monitoring Group

As per Clause 3.J. of the Comprehensive Agreement for the Feature Film (TV & Cinema) and Television Drama Industry in Ireland both parties have agreed to review the practical workings of the agreement at 6-month intervals, with consideration for shorter term review where deemed necessary by both parties.

As per Clause 5.F of the Agreement the Clauses identified in this Appendix shall be under regular review by the parties to the Agreement through a Joint Monitoring Group. The form and structure of this group shall be decided jointly by the parties within reasonable time of the implementation of the Agreement.

Specifically noted for monitoring:

- The application of rates
- Working hours
 - to establish factual information on the number of days worked in excess of 5 and the frequency of same (if any)
- Clause 16: Rest Periods and Turn Around
- Clause 24: Specialised Equipment [specifically box]
- Clause 29: The Working Day [specifically Call Times]
- Clause 31.F: Overtime [specifically Grace Period]
- Clause 32: Night Work
 - The number and frequency of night work
 - The affect (if any) on split days
- Clause 40.1.A – GPO Locations - Where travel and work cannot be completed by crew members within the 13-hour day,
- Clause 40.2.G: Location Type: Distant Locations
 - Per Diem
 - To agree how wording can be developed to reflect that the 6 day week no longer exists and how those working overtime on the 6th day shall be treated on the 7th day should they remain on set and not be called for work

Union members may refer any issue or concern with the above Clauses to SIPTU for inclusion in periodic review. SPI members may also refer issues or concerns to SPI for inclusion.

The Monitoring Group will also be tasked with setting up the working group for development of a draft Work Life Balance policy for a voluntary trial on either number of productions and / or across a specific time period.

Both parties will review implementation and application of the entire Agreement within the Joint Monitoring Group.

Appendix G: Box allowance definition and calculation structure

Definition of box: **this definition could move onto the appendix page with the calculation table below, to reduce the body of the agreement.

Box is defined as any subscription, tool, equipment or essential kit supplied by a crew member and required (beyond simple communication) in the active service of the Production Company.

- The requirement for these items must be agreed between Production Company and crew member prior to commencement of work.
- In circumstances where production requirements change, adjusted box payments may be agreed during the course of the production.
- Box does not include consumables as these items will, by agreement, be purchased or replaced by the company.
- Box does not include any tools or equipment subject to a rental agreement with the company, or car or phone as above.
- Box does not include any standard communication equipment such as phone, tablet, or laptop. In the instance where a more hi-spec model may be required which would go beyond standard communication equipment this will be noted by the production and paid appropriately.

Software subscriptions/licences required to complete production requirements will be paid separately at the billable subscription amount for the duration of the production.

Daily Crew will be paid box allowance at no less than 20% per day of the appropriate weekly allowance.

- D. Where crew are supplying expensive tools, equipment and/or software beyond the scope of basic box, a rental agreement shall be entered into between the crew member and the production for the use of such items for every week they are used for the completion of production requirements.

BOX	VALUE of KIT	ALLOWANCE PAID	2% of VALUE	ACTUAL % OF VALUE
750-2000[1999] VALUE	750	25	15	3.33
GETS €25	1000	25	20	2.50
(1.43-3.33%)	1250	25	25	2.00
	1500	25	30	1.67
	1750	25	35	1.43
2000-3250[3249] VALUE	2000	50	40	2.50
GETS €50	2250	50	45	2.22
(1.67-2.5%)	2500	50	50	2.00
	2750	50	55	1.82
	3000	50	60	1.67
3250-4500[4499] VALUE	3250	75	65	2.31
GETS €75	3500	75	70	2.14
(1.88-2.31%)	3750	75	75	2.00
	4000	75	80	1.88
4500-7000[6999] VALUE	4500	100	90	2.22
GETS €100	5000	100	100	2.00
(1.54-2.22%)	5500	100	110	1.82

	6000	100	120	1.67
	6500	100	130	1.54
7000-1000 VALUE	7000	150	140	2.14
GETS €150	7500	150	150	2.00
(1.5-2.14%)	8500	150	170	1.76
	9000	150	180	1.67
	9500	150	190	1.58
	10000	150	200	1.50