

Revised 1st October 2012

APA
RECOMMENDED TERMS FOR
ENGAGING CREW ON THE
PRODUCTION OF COMMERCIALS



Advertising Producers Association

**APA
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PRODUCTION OF COMMERCIALS**

1. Your services.

You will provide the services of your grade in consideration of which we agree to pay you such sum as we agree between us which shall be not less than the minimum and not more than the maximum for that grade set out in Appendix 1 (“your basic daily rate”) on weekdays and Saturdays, together with such additional payments as this agreement entitles you to. We will pay invoices from crew with whom we contract direct within seven days of receipt. You agree that such services will be of a good professional standard consistent with what we might reasonably expect to receive from a person employed on your grade.

You agree to treat all information you obtain as a result of your engagement as confidential and that the copyright in anything you create pursuant to your engagement is assigned to us by way of future assignment. You waive all moral rights in respect of such work.

2. The basic working day.

The basic working day is ten hours plus one hour for lunch. We will notify you of the start time (which will be between 7am and 11am) and where you should attend and you will attend at that time and place.

3. Continuous working day.

Any day on which you work for a continuous period of nine hours from the start time (which will be between 7am and 11am) shall be a Continuous Working Day. We will provide you with food and beverages at an appropriate time during the Continuous Working Day. Overtime will commence after nine hours.

4. Overtime.

You agree to work such hours in addition to the basic working day as are necessary, for which we shall pay you at the rate of one tenth of your rate for the basic working day for each hour you work (“your basic hourly rate”) or a multiple of such.

5. Non-shooting days.

On a working day on which shooting does not take place special provisions will apply. The basic working day shall be eight hours and your basic daily rate will be 80% of the rate for your grade in Appendix 1 and the basic hourly rate will be one eighth of that reduced basic daily rate. This clause does not apply to Lighting Cameramen, Art Directors and Location Managers who are engaged on the basis set out in 2 above for every day they are engaged.

Lighting Cameramen, Art Directors and Location Managers shall not be entitled to overtime on non-shoot days except pre-lights.

6. Overtime rates for Mondays to Saturdays.

- (i). If your basic daily rate is £328 or less we will pay you one and a half times your basic hourly rate for each hour of overtime you work.
- (ii). If your basic daily rate is more than £328 but less than £502 we will pay one and a quarter times your basic hourly rate for each hour of overtime you work.
- (iii). If your basic daily rate is £502 or more you will be paid one times your basic hourly rate for each hour of overtime you work.
- (iv). You will be paid at three times your basic hourly rate for all overtime worked between midnight and 5am.

7. Work on Sundays, Bank Holidays and Statutory Holidays.

If you work on Sundays, Bank Holidays or Statutory Holidays we will pay you two times your basic hourly rate for all hours worked on that day with a minimum call of ten hours. Overtime between midnight and 5am will be paid in accordance with 6(iv).

8. Night work.

All work commencing between 5pm and 5am is night work and you will be paid at double your basic hourly rate for all hours worked with a minimum call of ten hours.

9. Early call.

If we require you to commence work between 5am and 7am we will pay you at your overtime rate on the same basis as under 6 (i), (ii) and (iii) above for all hours worked between those times.

10. Meal breaks and meal allowances.

- (i) Your first meal break of one hour will begin no more than 5.1/2 hours after work has commenced.
- (ii) We will either provide you with a free meal or pay you a £7.50 meal allowance.
- (iii). Your second meal break of half an hour will begin no more than 5.1/2 hours after the end of the first meal break. In the event of a Continuous Working Day there shall be a meal break at the end of the nine hours constituting the Continuous Working Day and the provisions of the second meal break shall apply to that break.
- (iv) If the first meal break is missed overtime provisions will apply when nine hours have elapsed since the start time (i.e. that day will be treated as if it were a continuous working day as per 6 above). If the first meal break is curtailed then overtime will commence eleven hours from the start time less the amount of time the first meal break was curtailed by (e.g. if the first meal break was curtailed by 20 minutes overtime will commence 10 hours and 40 minutes from the start time).
- (v). When a meal break is delayed we will pay you £10.
- (vi). If a second or subsequent meal break is missed we will pay you single time for that missed meal break.
- (vii). If a meal break is curtailed we will pay you for the part of the break you miss at 1T.

11. Travel time.

We will pay you for time spent travelling to work subject to the following:

- (i). For the purpose of calculating travel time, the starting point is W1V for London-based production companies.

(ii). On working days we will pay you for time spent travelling less the first hour of the outward and homeward journey, at your basic hourly rate.

(iii). If we ask you to collect equipment or personnel you will be paid for your time collecting and delivering as working time.

(iv). If under the terms of this agreement you must travel on a day which is not a working day we will pay you for the hours you travel at your basic hourly rate subject to a minimum of five hours.

N.B. Travel time is **always** paid at single time, regardless of time, or day of the week.

12. Travel expenses.

If you use your car to reach a location (but not a studio) we will pay you 50p per mile except that you will not be entitled to be paid if the location is less than 20 miles from W1V.

13. Travel by air.

Where we require you to travel by air, we will provide you with air travel on a scheduled passenger service. Further, on all flights and stopovers we will provide you with meals and refreshments. If the flight time exceeds four hours there will be no shooting on the day of the flight except in exceptional circumstances. When the schedule flight time exceeds eight hours there will be no shooting until 24 hours after arrival at the destination except in exceptional circumstances.

14. Location work.

(i). Where at our request you remain on location on a rest day you will be paid your basic daily rate for that day.

(ii). You will be paid from hotel to hotel at the location.

15. Insurance.

We will arrange insurance for you when you work for us overseas or on a hazardous location in the UK. We will provide you with the terms of such insurance if you request them in writing.

16. Assignment of services.

We shall be entitled to assign the benefit of your services under this agreement but we shall remain obliged to pay you such sums as you are entitled to under this agreement.

17. Holiday Pay.

12.07% of the payments by the APA member to the crew member are paid and accepted in lieu of such entitlement as the crew member has to holiday pay.

18. Force Majeure.

If your engagement is cancelled because of an event of Force Majeure (as defined in Appendix 2) we shall pay you for the work you have done up to the point where production has ceased but we will not be liable for any other payments.

19. Cancellation fees.

If a production is cancelled for any reason except for an event of Force Majeure the amount payable to you under this agreement shall be determined as follows:

6 – 4 days prior to the engagement – 50% of the agreed fee.

3 – 2 days prior to the engagement – 75% of the agreed fee.

On the day prior to the engagement –100% of the agreed fee.

All seven days of the week count for the notice period.

For the purpose of calculating the number of days notice given, the day on which notice is given is included but the shoot day is not.

If the period of engagement is three days or less, the cancellation fee applies to the whole engagement. If the period of engagement is more than three days, then each day is a separate engagement and the cancellation fee is calculated for each day.

20. Time Off The Clock

The minimum break between completion of call on a production on which we engage you and recall on the same production shall be 11 hours. We will pay you £10 for each hour such break is reduced below 11 hours.

APPENDIX 1

APA *	Minimum	Maximum
Director	not less than	691.00
Producer	not less than	691.00
SFX Supervisor	693.00	1124.00
Lighting Cameraman	693.00	1124.00
Casting Director	485.00	632.00
Art Director	485.00	632.00
Model Animator	452.00	590.00
Scenic Artist	398.00	529.00
1st Assistant Director	404.00	500.00
Costume Designer	404.00	500.00
Sound Mixer	388.00	481.00
Senior SFX Technician	388.00	481.00
Chief Make-Up	388.00	481.00
Chief Hairdresser	388.00	481.00
Home Economist	388.00	481.00
Camera Operator	381.00	473.00
Stylist	373.00	464.00
Production Manager	362.85	451.00
Location Manager	356.00	431.00
Prop Buyer	356.00	420.00

Wardrobe Buyer	356.00	420.00
Assistant Art Director	356.00	420.00
Focus Puller	331.00	413.00
Script Supervisor	331.00	413.00
Model Animator Assistant	331.00	413.00
Construction Manager	316.00	394.00
Boom Operator	311.00	386.00
SFX Technician	311.00	386.00
Master Props	297.00	374.00
Master Painter	292.00	367.00
Master Carpenter	292.00	367.00
Master Plasterer	292.00	367.00
2 nd Assistant Director	256.00	323.00
Senior Video Operator	256.00	323.00
SFX Assistant	256.00	323.00
Clapper Loader	256.00	323.00
Key Grip or has NVQ 3		413.00
Non Key Grip		379.00
Sound Maintenance	256.00	313.00
Production Assistant	251.00	317.00
Props person	246.00	287.00
Painter	246.00	287.00
Carpenter	246.00	287.00
Plasterer	246.00	287.00
Standby Construction	246.00	287.00
Advanced Rigger	246.00	287.00
Wardrobe	246.00	287.00
Hairdresser	246.00	287.00
Makeup	246.00	287.00
Video Operator	239.00	289.00
Sound Assistant	239.00	289.00
Stage Hand	228.00	265.00
Basic Rigger	241.00	255.00
3 rd Assistant Director	220.00	241.00
Props Assistant	195.00	231.00
Labourer	185.00	220.00
Driver	185.00	220.00
Gaffer	331.00	420.00
Spark	245.00	328.00
Runner	One rate only	148.00

APPENDIX 2

An event of Force Majeure shall be defined as any event that is not reasonably insurable including but not limited to any act of terrorism, threat of terrorism, any hostile or war like action in time of peace or war, the use or threat of use of any weapon of war employing atomic fission or radioactive force, any instruction or rebellion or revolution or civil war or usurped power or any action taken by any governmental authority in hindering or combating or defending against such occurrence, seizure or destruction under quarantine or customs regulation or confiscation by order of any government or public authority or risks of contraband or illegal transportation of trade, any civil commotion assuming the proportions of or amounting to a popular rising or riot or martial law or the act of any lawfully constituted civil authority (except to the extent that certain acts of civil authority may reasonably be insurable from time to time).

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