

SPI response to the Joint Oireachtas Committee on Culture, Heritage and the Gaeltacht on Working Conditions and Developments in the Irish Film Industry held on February 13th 2018

2018

Screen Producers Ireland (SPI) welcomes this opportunity to respond to and emphatically rebut statements that were made during an Oireachtas Culture, Heritage and the Gaeltacht Committee meeting on February 13th on the topic of 'Working Conditions and Developments in the Irish Film Industry'.¹

These statements were made by the Irish Film Workers Association (IFWA) and the GMB.

This meeting took place 2 weeks after the initial meeting on the same topic where SPI, along with the Irish Film Board (IFB), SIPTU and Irish Equity presented to the Committee members.

We found it very unusual that IFWA / the GMB were the only two groups from the film industry in attendance at the second meeting, which resulted in an unbalanced meeting and the absence of opportunity for any of the organisations against which accusations were made to respond.

It was also very regressive that at no point before or during the first meeting, was any indication given that a second meeting was to take place and which would involve only two stakeholders. If notice had been given, then objections would have been made to the Committee that two such groups would be given free rein to air their grudges, which went unchallenged for the most part, in an official public forum. Organisations who were being accused of acting illegally could only observe from the viewing gallery or online, with no opportunity to refute these baseless and ill-informed statements. Effectively IFWA and the GMB were given a pulpit from which to say whatever they wished about an industry that employs thousands of people in Ireland, and of which IFWA and the GMB represent less than 10% (mainly in construction and facilities management, on 3 productions that are currently active in Ireland.)

The overwhelming majority (90% plus) of workers who are not represented by IFWA and the GMB do not share their dystopic view of the industry. This is attested to by the submissions of the Location Managers, the Production and Accountants, the Set Designer and the Art Directors Guilds provided to the Committee membership after both meetings. We feel it is very important that every Committee member is given copies of each the guild's submissions so that they have a fuller and more realistic picture of the industry from those working directly in it.

We were also very disappointed that the Chair of the Committee did not request the representatives from IFWA and the GMB to refrain from making comments about individuals, organisations and the legality of industry agreements until close to the end of the meeting when he intervened to request that the representatives present refrain from naming individuals and organisations who were not involved in the meeting. Some very serious allegations were made during this time.

We were also surprised to learn during the course of the second meeting that an official Oireachtas Committee report into the Working Conditions and Developments of the Film Industry was being prepared, because we were advised at the outset of the Committee hearings that this was not the case.

If a report is to be prepared and published we would have serious concerns about its contents given the bogus statements made during the second Committee meeting. We would therefore ask that:

- **All statements made by witnesses are fact checked before their inclusion in any report**
- **Any accusations of illegality of industry agreements are removed given their falsehoods**

¹ https://beta.oireachtas.ie/en/debates/debate/joint_committee_on_culture_heritage_and_the_gaeltacht/2018-02-13/3/?highlight%5B0%5D=ifwa

- **This response is included in the documents that would be used to form the report**
- **All recommendations of the report should reflect the legal and factual reality of the film industry**

We would be happy to meet with the Committee Chairperson and secretariat to further discuss our concerns about the baseless allegations that were made at the meeting.

The transcript of the Committee meeting on the 13th February contains many misrepresentations and factually incorrect statements about the industry, Screen Producers Ireland, and our members. SPI have continually provided IFWA with all of the facts relating to employment and industrial relations and despite this they have chosen to promote their version of the facts.

Although there were many, many instances during the course of the meeting when bogus claims were made, for the purpose of this document we have focused on the following issues:

- **Authority of SPI to negotiate collective industry agreements**
 - **Organisation of Working Time Act issues**
 - **Employment legislation protections for film workers**
 - **IFB Board**
 - **Training**
-
- **Authority of SPI to negotiate collective industry agreements**

As you can appreciate it is extremely concerning to Screen Producers Ireland that there is now, on the Oireachtas record, the accusation that we are party to an illegal agreement that governs the working conditions of 74 different grades of film industry worker.

All claims that SPI cannot negotiate on behalf of our members are factually incorrect and bogus. Screen Producers Ireland are entitled to engage in collective bargaining on behalf of, and in conjunction with, our members as per Section 27 1A of the Industrial Relations Amendment Act 2015. At present SPI is in negotiations with SIPTU and Connect (formerly TEEU) on new collective agreements for the industry as we noted in our Committee presentation.

Not only does the below section of the Industrial Relations Amendment Act 2015 disprove this assertion, the Labour Court has also recognised the 2010 Comprehensive Agreement for the Feature Film, both TV & Cinema, and Television Drama Industry in Ireland collective agreement (as referred to as the Shooting Crew agreement) between SPI and SIPTU (appendix i), disproving this claim.

The collective agreement sets out the terms and conditions of employment in the industry for those productions which operate under it. The legally binding Contracts of Employment between producer and employee reflect the agreed terms and conditions of the Shooting Crew Agreement.

Overleaf is Section 27 1A of the Industrial Relations Amendment Act 2015 for your information.

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|--|--|
| <p>27. The Principal Act is amended by the insertion of the following sections after section 1:</p> | |
| | <p style="text-align: center;">“Collective bargaining</p> <p>1A. For the purposes of this Act, ‘collective bargaining’ comprises voluntary engagements or negotiations between any employer or employers’ organisation on the one hand and a trade union of workers or excepted body to which this Act applies on the other, with the object of reaching agreement regarding working conditions or terms of employment, or non-employment, of workers.</p> |

It is incredible to us that this baseless claim was allowed to be not only uttered in the course of an Oireachtas Committee but to be repeated and go unchallenged.

- **Organisation of Working Time Act issues**

IFWA made the claim that the Labour Court approved SPI/SIPTU Shooting Agreement 2010 is illegal, because it does not honour the Organisation of Work Time Act 1997 (OWTA). This is another ill-informed and baseless accusation.

The collective agreement works in accordance with the Organisation of Working Time Act, although the guaranteed week is 50 hours, the hours of work can be averaged in accordance with the OWT act. The average working time for each seven-day period, including overtime, should not exceed 48 hours. The averaging period under the OWT Act is 4 months for day work and 2 months for night work (3 hours between 12am and 7am). The 2010 Shooting Crew Agreement contains a OWT derogation which extends the averaging period to 12 months.

Derogations may be adopted by means of collective agreements.

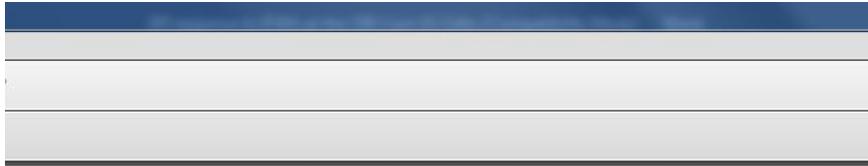
In the SPI/SIPTU Shooting Crew Agreement the averaging period is to 12 months (see Appendix B of the agreement). The average period of 12 months is applied due to

- (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. The 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.

The 12 month averaging is covered in Section 15(1) (e) of the Organisation of Working Time Act 1997 which refers to such length of time as is specified in a collective bargaining agreement where the employee is an employee referred to in subsection 5. Subsection 5 refers to weekly

working hours varying on a seasonal basis or where it is not practicable for the employer to comply for technical reasons or related to the conditions under which the work is organised or otherwise. It provides for a maximum 12 month period in any agreement.

The derogation was approved by the Labour Court as shown below:



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

Signed Caroline Jenkinson
Deputy Chairman

Lo-Call telephone service (if calling from outside (01) area) - 1890 220228

During the Committee IFWA and The GMB made assertions that film workers had worked an unsafe number of hours per day. The industry Collective Agreement provides a number of options for working hours to cover the range of productions, the hours reflect the custom and practice of the industry. As discussed previously the average number of working hours is 48 hours. The agreement includes rest periods in-line with the Organisation of Working Time Act.

This section from the SPI/SIPTU Shooting Agreement can be seen here:

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.

- **Employment legislation protections for film workers**

It was suggested that during the Committee meeting that Screen Producers Ireland made a claim that employment rights legislation does not cover film workers working on our member's productions. This is not factual and does not accurately represent what we said at the meeting. The following is the direct quote from our opening statement to the Committee where we outline that employees of production companies do have full employment rights:

“An Irish producer company employs core full-time staff who work in the areas of production, development, administration, sales and marketing. They develop original projects and go to markets to secure the finance required to make the production. The core staff are involved at all stages of the production, a process that can often take up to three or four years. Crew are hired at the production stage. Crew recruitment levels and type are dependent on the available budget and, of course, genre of project. For example, a large-scale period drama would require a large crew with a particular skill set for this genre and the crew could be hired for six months at a time, while a medium budget film would employ a much smaller number of crew members for a shorter duration, possibly eight to ten weeks.

A production company could have several projects in development at any one time over the course of a year but it is possible that only one or two of the projects actually get to production stage. The timing for production of the project is dependent on available national and international funding. Due to the project-based nature of our industry, a single production company cannot provide full-time employment for 52 weeks of the year to production crew. However, the combined total of independent production companies can and do provide significant employment.

The employment status of those working in the industry comprises a mix of PAYE and self-employed. Rates of pay and general terms of conditions of employment have been collectively negotiated between SPI and the ICTU-recognised film group of unions. The minimum rates of pay listed in these agreements for the industry are well above the average industrial wage. The majority of people working in the industry are, in fact, paid in excess of the agreed minimum rates. Construction crew rates are above the most recent sectoral employment order, which is new legislation from October 2017, for the construction industry and the Technical Engineering and Electrical Union, Connect (formerly TEEU), electrical minimum rates are above the TEEU industry rates for many sectors. Production companies must, and do, adhere to the legislation that is in place to protect employees, as well as to the negotiated collective agreements. This ensures that employees are provided with the best possible conditions while work is available.

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- **IFB Board**

A claim was made that there is cross over between the Board of the IFB and SPI membership which leads to funding favoritism and patronage. This is not factual.

There are 4 producers on the Board of the IFB and only one of these is a member of SPI. In actuality, there is no crossover of board members between SPI and the IFB.

For example, when Larry Bass from Shinawil was appointed to the Board of the IFB in 2017 he stepped down from the Board of SPI to prevent any potential conflict of interest.

- **Training**

During our Committee presentation we stated the following:

“The provision of training is essential and a priority to enable the industry to grow and develop new talent. The provision of training is also a key deliverable under section 481. The film industry is vibrant and has international accolades. It reflects the quality of training and the trained crew Ireland has to offer. While we do need a framework for national training, the reality is that most senior people in the film industry, for example heads of departments, started as trainees in the industry.”³

We were very happy to hear all of the stakeholders during the Committee meeting we attended agree that action needed to be taken to streamline and put in place processes for accreditation for trainees. We feel that the IFB led industry forum is a good starting point to discuss and agree new industry standards on training.

Another training issue that was raised was the requirement of training under S481. Training is a requirement under section 481. This excerpt is from the Revenue Commissioners guidance note on Section 481⁴:

“consider those opportunities provided by the project for quality employment and training. A minimum of two trainees for each €355,000 of corporation tax credit claimed, up to a maximum of 8 trainees, must be employed on the project.”

It is not accurate to say that training does not happen in S481 projects. As we noted during our Committee hearing on the January 31st here are some examples of productions where training is happening and the positive results from that training:

- “Nightflyers” is filming in Troy Studios and have had two training courses for set building and production trainees. Five of the 19 production trainees are now gainfully employed on the production and nine of the 34 on the set building course are also working.
- "Vikings" is being filmed in Ashford Studios, 40% of the official trainees were promoted, 50% were re-employed.
- "Into the Badlands" is being shot in Ardmore Studios and 40% of the official trainees were promoted and 90% of the trainees were re-employed.

² https://beta.oireachtas.ie/en/debates/debate/joint_committee_on_culture_heritage_and_the_gaeltacht/2018-01-31/2/?highlight%5B0%5D=screen&highlight%5B1%5D=producers&highlight%5B2%5D=ireland

³ *ibid*

⁴ <https://www.revenue.ie/en/companies-and-charities/documents/guidance-note-section-481-investment.pdf>

Conclusion

In conclusion, we are very concerned about the legitimacy given to the statements of IFWA and the GMB on the film industry during the Committee hearing and we have detailed the factual inaccuracies in this document.

We find it ironic that IFWA, in particular, question the legitimacy of our ability to negotiate collective agreements considering they do not hold a negotiating licence for negotiating either collectively or individually with employer.

Equally, it should be noted that the GMB and by association IFWA are currently in dispute with ICTU over their tactics regarding recruitment of members in the industry and their ability to negotiate on behalf of employees. As can be seen in appendix (ii) ICTU ruled against the GMB and by association IFWA and advised them to transfer their film industry members back to the appropriate union within the Congress Film Group of Unions.

The Committee should also note that any allegation of bullying and harassment made during the Committee meeting should be considered against the submission of the Location Department Guild which detailed allegations of bullying and harassment by IFWA of their Guild members. Other Guilds also made references in their own submission, reflecting the industry attitude towards IFWA and its own behaviour towards non-members.

We are a professional organisation with a duty of care to our members and we dispute the statements of IFWA and the GMB to the Committee. However, as we said during our Committee appearance we are open to engagement with IFWA and have made attempts to engage meaningfully and to maintain a professional relationship. Their most recent correspondence to SPI, appendix (iii), reveals their attitude and approach to communications with us and by extension, their ability to inhibit the growth of a healthy and fully functioning film industry.

Finally, the contribution of both IFWA and GMB are littered with contradictions, inaccuracies and obfuscation. Moreover there appears to have been an attempt to defame industry stakeholders with groundless allegations. IFWA stated that they are 'educating their members' which we find extremely worrying and can do nothing but damage the Irish Film Industry.

SCREEN
PRODUCERS
IRELAND

REPRESENTING INDEPENDENT FILM, TELEVISION,
ANIMATION AND DIGITAL PRODUCTION COMPANIES

SPI response to the Joint Oireachtas
Committee on Culture, Heritage and the
Gaeltacht on Working Conditions and
Developments in the Irish Film Industry held on
February 13th 2018

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Tel: + 353 (0)1 662 1114

Web: www.screenproducersireland.com

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)

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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, and 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

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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.

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- 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.

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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:

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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

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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.

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- 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

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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.

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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.

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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.

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C. Where a members contracts 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

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- 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.

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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.

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- 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.

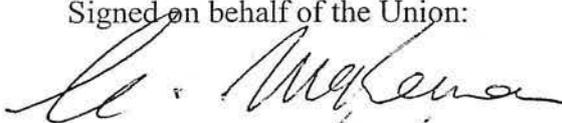
The Agreement shall, subject to its being approved by the Labour Court, come into effect on 1 July 2000 or on such later date as approval of it has been communicated to the parties by the Labour Court.

Signed on behalf of the Employer:



Date: 10-7-2000

Signed on behalf of the Union:



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 | 480 |
| Video Assistant | 800 | 500 | 480 |
| 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

Signed:

On Behalf of Screen Producers Ireland

Barbara Galavan
Chief Executive

Date:

On Behalf of SIPTU

Des Courtney
Branch Organiser

Date:

IRISH CONGRESS OF TRADE UNIONS

Disputes Committee Report

Dispute: The Organisation and Representation of Workers in the Film Industry

Committee: 1 x Chair 2 x Executive Council Members

Parties: Film Group of Unions and GMB

Group of Unions' Case

The group of unions presented a written submission in which they stated that the group consisted of SIPTU, OPATSI, BATU and SIPTU – INP. The group conducted negotiations with Screen Producers Ireland (SPI) regarding the pay and conditions of those employed in the film industry. In 2015 the group became aware of an attempt by members of SIPTU to join GMB union. Members of other unions had also joined GMB. In the case of OPATSI, the members had taken out dual membership but wished to remain in OPATSI.

No attempt had been made by GMB to consult with unions regarding the transfer of members. This was in clear contravention of clause 46 of the ICTU constitution.

The only defence put forward by the GMB at the preliminary hearing was that there was no active recruitment. This was clearly at variance with the position as set out in the GMB letter, signed by the Regional Secretary which welcomed the decision of the Irish Film Workers' Association to become part of the GMB followed by the statement "I look forward to receiving your membership application form".

The group sought a declaration from the committee that:

- The ICTU group of unions be recognised as having sole negotiating rights for film workers.
- The ICTU inform GMB that their actions are in breach of the ICTU constitution
- The GMB be instructed to return the disputed members to their appropriate unions and engage in any process that may be appropriate thereafter.

GMB Case

In the course of a verbal submission the GMB stated that the union's treatment in a recent Disputes Committee involving UNITE had left a bitter taste. The GMB had a long history in Ireland through a number of its affiliates. It found itself in the position of having three negotiating licences, none of which were current. Following discussions with the Minister the extant licence of the Irish Association of Professional Officers was utilised to regularise the position. This position was confirmed by the Department and the Attorney General. This matter had been clarified at the preliminary hearing and had been accepted by the other unions.

The GMB had at no stage actively recruited the members concerned. The union had been approached by the Irish Film Workers Union who sought membership. It was made clear to

the GMB that under no circumstances would the members concerned return to SIPTU. The attention of the committee was drawn to a previous case where members of SIPTU in the fire and emergency services had left SIPTU but had joined a non-congress Union – the PNA.

A member of the GMB speaking on behalf of the Irish Film Workers' Association informed the committee that the Irish Film Workers' Association had registered as a trade union in 2015 – registration no 612T. The IFWA had secured negotiating rights with the film employers, and had achieved things which SIPTU had been seeking without success for years such as the achievement of an industry pension scheme, the achievement of holiday pay paid on a correct basis and the regularisation of many contracts of indefinite duration (CIDs). In addition the GMB had secured agreements with two film facilities companies in the course of which a substantial number of workers had been released from enforced bogus self-employment.

After each side had made their submission, a number of points of clarification were made. One of the GMB representatives outlined the basis for his dissatisfaction with SIPTU. SIPTU for their part stated that these allegations had been investigated internally and had been found to be without foundation.

GMB stated that in respect of the query on past union membership, this was now contained on the GMB Ireland application form. They further stated that their advice was that data protection constraints prevented them from disclosing individual information to third parties. BATU disputed this assertion on the basis of their experience with the data protection commissioner.

During the course of the hearing GMB referenced a finding in another Disputes Committee hearing (01/13) The Committee did not consider the case in question to be particularly germane to the issue before it. Nonetheless, the Committee has established that a former member of the Executive Council had been appointed to mediate between the parties to that dispute. The Committee noted that it remained open to GMB to engage with that process.

Finding

In considering the case before it the Disputes Committee gave consideration to the following issues having regard to the constitution of Congress and the guidelines of Congress on paragraph 46 of the Congress Constitution:

Consultation between unions on the transfer of members; the negotiating unit; and established spheres of influence.

In relation to consultation between unions the guidelines on the application of paragraph 46 of the constitution are quite specific. Guideline 3.1 provides as follows:

“Failure on the part of a union to consult or to enquire as to the applicants’ past or present membership of other unions should be regarded as a serious matter. A failure to consult in line with the procedures outlined in paragraphs 2.2 and 2.3 would normally lead to a recommendation that the union terminate the membership of the individuals concerned”.

So far as the negotiating unit is concerned the evidence presented to the Committee can only lead it to the conclusion that this is comprised of the Film Group of Unions. GMB is not, and have never been, part of this negotiating unit and has failed to advance any argument, other than its decision to admit members of the Film Group of Unions into membership of the GMB, why it should be admitted. (In this connection it must be noted that GMB failed to produce evidence on the numbers of persons it had admitted into membership.)

Turning to the issue of spheres of influence, and the role of the IFWA, the evidence presented to the Committee makes it clear that while the IFWA may be a registered trade union in its own right, its affiliation to GMB places the matter clearly and absolutely within the scope of clause 46 of the constitution. The admission of another trade union or association, rather than a group of members, does not free a union from the obligation to observe the provisions of rule 46 in dealing with a transfer of membership.

In its consideration of this matter the committee considered two cases as having particular precedent and relevance in its consideration of the current case namely:

ATGWU vs SIPTU in the case of ILDA
ITGWU vs LGPSU in the case of PNA

In the first case Disputes Committee 01/3 held, inter alia, that:

“The disputes committee is satisfied that a long standing sphere of influence has been established in Irish Rail that excludes ATGWU from recruiting locomotive drivers in Irish Rail”

In the second case cited the disputes committee found that entering in to an agreement with a breakaway organisation constituted bad trade union practice (1980 Annual Report, pp. 201-206). While noting the time elapsed since the issue of this particular report the Committee noted that the negotiating position of the PNA was, in fact, raised in its submission by the GMB.

Having considered the evidence presented to it; the provisions of the Constitution; the guidelines issued on the application of Paragraph 46 of that constitution and the relevant precedent cases available the committee finds that the GMB:

1. Should immediately terminate the membership of any member of the group of unions taken into membership and encourage them to join their appropriate union within the Congress Film Group of Unions.
2. Should terminate any agreement with the IFWA.

During the course of the hearing issues related to membership services of the Group of Unions were raised. These matters are not within the scope of the Committee other than to note the assurances of the Group of Unions that any appropriate steps necessary to address any such concerns would be taken by the Group of Unions.

Irish Congress of Trade Unions

Disputes Committee Report 03/17

| | |
|-------------------------|---|
| Parties: | GMB and ICTU Film Construction Group of Unions |
| Date of Hearing: | 7 th September 2017 |
| Dispute: | Appeal by GMB of Disputes Committee Report 01/17. |
| Committee: | Shay Cody (Chair and Executive Council Member) Marian Geoghegan (FSU) and Brendan O Hanlon (MANDATE). |

1. Background.

The hearing was arranged for the purposes of hearing an appeal by the GMB of Disputes Committee Report 01/17. Disputes Committee Report 01/17 was concerned with the representation of workers involved in construction in the Irish film industry and an allegation that GMB were in breach of the Congress Constitution in seeking to organise these workers.

Disputes Committee Report 01/17 was approved by the Congress Executive in March 2017 and following the approval of the report the GMB advised Congress, by email, that they intended to appeal the decision. However it was not until May 2017 that the GMB provided Congress with the grounds of their appeal. At the June 2017 meeting of the Congress Executive it was decided to allow the appeal and that a Disputes Committee should be formed for that purpose.

2. Preliminary Matters

There were a number of preliminary matters that were required to be decided ahead of considering the substantive issues. These were as follows:

- The Chair referred to the provisions of paragraph 45 (xiv) of the Congress Constitution and asked the GMB to confirm that their appeal was based on their contention that the original Disputes Committee had failed to take cognisance of certain facts. The GMB confirmed that this was the case.
- The Chair asked the parties to confirm that they agreed that that the Disputes Committee convened to hear the appeal had been properly constituted. Both parties confirmed that the Committee was properly constituted.

- The ICTU Film Construction Group of Unions contended that the appeal should not be allowed as in their view it had not been submitted by GMB within the time provided for in the Congress Constitution. The Disputes Committee noted this point however because the decision to allow an appeal was one for the Executive Council and because the Executive Council had decided to allow an appeal in this case, the Disputes Committee would hear the appeal.

3. GMB Case

The GMB submitted a document setting out the grounds of their appeal and this was supported by oral evidence during the hearing. Following the hearing they also supplied information (by email) to the Committee on the members of the GMB in the sector. The grounds of the GMB appeal can be summarised as follows.

- The GMB acknowledged that following detailed research they had identified some errors in the procedures used to admit some of the members in question however they stressed that all times they acted in good faith and did not seek to wilfully ignore the requirements of the Congress Constitution.
- The GMB contended that they had no knowledge of the existence of the ICTU Film Construction Group of Unions and if they had been aware of the role played by the ICTU Group they would have sought to engage with the Group at an early stage.
- The GMB contended that they wished to continue to play an active role in the film sector and felt that they could play a positive role in improving the conditions of workers in the sector.

4. Response of the ICTU Film Construction Group of Unions

The ICTU Film Construction Group of Unions provided the Disputes Committee with a detailed submission. This was supported by oral evidence during the hearing. The main points can be summarised as follows.

- The GMB has actively recruited and taken into membership film workers who were members of the constituent unions of the ICTU Construction Group of Unions contrary to the provisions of the Congress Constitution.
- ICTU Construction Film Group of Unions does not accept that the GMB was unaware of the existence of the group of unions. They contend that one of the persons taken into membership by the GMB had played an active role in the group as a member of SIPTU for a number of years.

- The GMB cannot be allowed to continue to seek to represent workers in this sector as the people they had in membership had been admitted contrary to the provisions of the Congress Constitution.

5. Findings

The Dispute Committee noted that the tone of the exchange between the parties at the hearing was respectful and courteous and that both parties had made every effort to assist the Disputes Committee in conducting the hearing.

The Disputes Committee finds that the GMB did not follow the procedures that are required by the Paragraph 46 of the Congress Constitution.

The Disputes Committee is further finds that the ICTU Film Construction Group of Unions is of long standing and has established recognition and bargaining rights within the sector.

The Disputes Committee notes that ICTU Film Construction Group of Unions complained that the GMB appeal was not submitted in the time frame required by the Congress Constitution. The Disputes Committee requests that the Executive Council clarify the procedure to be followed by affiliates wishing to appeal Disputes Committee Reports.

6. Decision

The Disputes Committee has given detailed consideration to the oral and written evidence presented at the hearing and in light of this upholds the findings in Disputes Committee Report 01/17.



**PO Box 12665
Baldoye Industrial Estate, Dublin 13**

"Educate one empower one thousand"

**Mr David Collins,
Chair,
Film & T.V. Drama Committee,
Screen Producers Ireland,
77 Merrion Square,
Dublin 2**

10th January 2018

Re: Your correspondence of 7th December 2017

Dear Mr Collins,

We are directed by the Executive Committee of the Irish Film Workers Association to respond to your above referenced correspondence and to advise that we will not attend an informal meeting with your Committee on the date proposed for many reasons but principally the reasons as set out hereunder:

The Irish Film Workers Association (IFWA) is a properly registered Trade Union under the Trade Union Acts 1871 to 1990, register number 612T and consequently qualifies as an excepted body under the 1941 Act.

IFWA are not members of the ICTU because we are a young Union born out of necessity because of appalling treatment by ICTU member Unions. We exist to educate workers as to their legal entitlements and to represent those workers in securing those entitlements. We exist for the benefit of those members by working to secure fairness in our industry for every film worker.

As a properly constituted Trade Union we have the same rights and entitlements under law as any Union whether affiliated to Congress or otherwise and it is not within the gift of your members to deny those rights by seeking to exclude us from negotiating the terms and

conditions of employment of our members with their employer(s).

As citizens of Ireland we do however also have a constitutional right to associate or disassociate.

That Constitutional right is further enshrined in the European Charter of Human Rights.

That members of Screen Producers Ireland are not willing to negotiate with any other than ICTU members is of course a matter for you.

That several members of Screen Producers Ireland predominately make up the Board of the Irish Film Board is quite another matter and excluding IFWA from negotiations is, we would respectfully suggest, contrary to their obligations under the Standards in Public Office legislation which should translate to all of their dealings in relation to issues affecting all stakeholders of the film industry.

The point being strongly made here is if your refusal to recognise us, a legitimate body, is supported by those of your members on the Film Board or if advice has been given by the CEO of the Film Board or others not to recognise IFWA then they may well be acting ultra vires to their obligations to both that and Ethics in Public Office legislation.

That members of Screen Producers Ireland choose not to recognise workers who are members of a properly registered Trade Union is, you must agree, ironic in circumstances where Screen Producers Ireland as a body have no legitimate authority to negotiate agreements with any group, you are not registered under the Trade Union Acts 1871 to 1990 therefore cannot even be considered an "excepted body" under the 1941 Act, most especially given that those agreements seek to impose illegal clauses in breach of Irish law and European Directives on a whole industry including our members who are not party to them is high handed, entirely illegitimate and completely reprehensible but not surprising unfortunately.

This practice involving your members and the ICTU Group of Unions achieves only one purpose it empowers your members and their middle management to abuse their position absolutely by excluding and blackballing those who don't accept it.

As you have declined to accept our rights as worker members of a legitimately registered trade union who are major and long serving stakeholders of the film industry our only option now is to lobby as a taxpayer group whose money you are getting under S481 and a year of protest is being planned as we write. Of this we can assure you, we will be a far greater and stronger lobby group as taxpayers and we will seek to ensure that there will be consequences for those in public office or elsewhere who are turning a blind eye to this charade.

We intend to vehemently insist on much tighter regulation and controls being put in place so that every aspect of production is monitored to ensure strict compliance with the regulations set out in the Taxes Consolidation Acts 1997 and grounded by SI 4/2015 together with a strong call for independent oversight of the Film Board so that it can no longer be a cash cow that rewards spectacular failures and that responsibility for collecting the so-called "loans" of our monies it dispenses is outsourced to an appropriate collection agency with statutory powers to recoup the monies so "loaned".

We would also advise that any attempts to impose illegal agreements, such as the latest manifestation by a commercial entity who seems to have assumed an entitlement supported

by SIPTU and lost the run of itself in the Mid-West will be strongly resisted by whatever means and in whatever fora is necessary up to and including the Superior Courts.

The Committee, as workers who also represent worker colleagues find it difficult not to be absolutely astounded by the arrogance of people who turn up at the taxpayer's trough year on year and several times during each and every single production for that matter for every red cent they can get, irrespective of whether they make a commercially viable product or what is, more typically, just another bucket of crap that is doomed from the get go to video release. But, hey, no pressure on them, the IFB will just throw more of taxpayers hard earned money to bail them out notwithstanding that there is no valid reason for doing so as there is not even one legitimate job to support.

We also sincerely hope, as taxpayers, that the Film Board is not supporting the delays on that cluster (expletive deleted) in Limerick given that they appear to have a blind spot when it comes to throwing our monies at the repeated failures of that particular SPI member who you are aware has admitted that he is not an employer so therefore in breach of S481.

It would appear to us that SPI members by adopting an unsustainable, illegitimate high handed stance have forgotten that if, we as workers, do not exist then neither do your members exist unless and until of course they become capable of running a viable business in the same way and under the same conditions as every other SME engaged in production in this country, at the very least have a premises and have a competent and trained workforce to man the production line and not in receipt of S481 to support them time and again while they drive our industry into the black market. It seems your members overlook the fact that S481 money is only properly payable when the criteria to provide quality employment and training opportunities and the cultural test is met which is of course it never is. We cannot entirely blame your members for that, they ask they push the boundaries they get because of the abject failure of the funding agencies including Revenue and the Minister for Arts Heritage and the Gaelteacht and we intend to ensure that those agencies are held to account if not by workers then by the power of the taxpaying electorate.

Following on from the foregoing we did request an opportunity to meet with you to raise concerns around compliance with employment law however given your assertion that we don't legitimately exist as worker members of a particular trade union then we can deal with those issues by referral to the Workplace Relations Commission and there will be a significant number of cases being referred in 2018 for breaches of the Organisation of Working Time Act 1997 in particular, every worker on every job has that issue at least to refer.

We also wanted to get your members view on how it is possible for a single employee to be employed on 3-4 separate jobs running concurrently. Are your members aware that this practice, which has to be illegal given the working time legislation skews the employment figures for the industry, then again maybe they are complicit in doing that so as to attempt to validate the various and erroneous Reports for Government that have been produced – Creative Capital springs to mind where it provides for 11,000 full time equivalent jobs in the industry but where in actual fact the reality is nearer to 1600 short term project by project jobs.

At that there are not enough jobs for the 1600 let alone 11,000. The current production in Limerick is an issue where they are importing Crew, and not only from the EU even further afield when the grade of Crew is readily available in Ireland, a peculiar definition of quality employment!!

And this importing of Crew comes about because of an illegal agreement which excludes Irish industry professionals who are not members of an ICTU union and a Clause in that Agreement which purports to allow the importation of workers if there are not sufficient members and if it is notified to the Unions in good time, it beggars belief, do these morons not realise before they conspire together to bring this industry into disrepute that the Garda National Bureau of Immigration is the only agency authorised to issue Work Permits, and what about training the people of Limerick who have bankrolled Troy. It is beyond comprehension. Now do you still think you should only recognise such a level of incompetence? Or is it that they are recognised only because they are complicit in the cover up of the bogus employment practices.

Can you or your members please explain how this idiocy is possible in an industry which has availed of more than a billion and a half euro of taxpayer's money given for the sole purpose of kick starting the industry and in so doing imposing obligations on that industry to train individuals to service the industry. This situation is nothing short of disgraceful and is a clear breach of S481.

We are aware of a Grade of worker who is working on 2 different productions running concurrently in Dublin for an employer and for an associated employer, getting paid two taxpayers supported salaries, working on another production for a different employer getting a third salary and now having secured a fourth job with a fourth salary in the Mid-West a 400 klm round trip. How can one person be employed on 4 productions running concurrently one some 400 hundred kilometres from the other three. We are aware that film is the business of producing fantasy and this is an Oscar winning performance.

We are also aware of a Transport Captain in the same circumstances who is working in Ashford as an employee, getting paid a salary while at the same time hiring in gear and drivers as a Contractor. Why are your members not obliged to issue a public tender for such services given the level of taxpayer support we ask?

This individual and please be clear we have no issue with the people, only the process that allows employees work on 3 or 4 productions running concurrently has now also been contracted to work on another production for a second salary. And again hiring in gear with drivers as a Contractor. It gives rise to a concern as to whether his employees are getting proper payments, terms and conditions and the full application of the road transport regulations on working time.

Given that your members employ and contract these persons are you not responsible for ensuring compliance or have you checked that there is compliance? Such compliance also extends to the fact that Dublin registered Taxi Drivers acting as Unit Drivers are not permitted to work in Limerick.

We despair that there is no grown up at the helm of the gigantic out of control juggernaut that is the film industry in this country and statutory agencies are looking the other way.

In the circumstances we would be interested to know whether it is right to claim S481 in respect of these workers and to hear your views on whether or not the criteria on quality employment is best served by this practice or more correctly malpractice.

Your correspondence set out in your position in relation to negotiation with the IFWA, what,

we wonder and were interested to explore with you is your position in relation to Troy Studios, do you recognise them, they come with a converted warehouse space and no employees, they are not stakeholders in the film industry but they come on terms very generously donated by Limerick City & County Council having run Ardmore into the ground, set themselves up in Limerick with €9m of taxpayers money to support them and with the assistance of their equally ill-informed friends in SIPTU for whom they are acting as organisers they negotiate yet another illegal agreement which seeks to exclude legitimate workers Irish film workers who have been previously employed by Fastnet Films.

We would also ask that you speak to Mr Alan Maloney about the considerable help support and lobbying provided by IFWA members in support of his application to site his proposed film studio in the SDZ of the Docklands which he has acknowledged and we would ask where were your good friends in SIPTU/ICTU, no doubt they will come out of the woodwork for the photo op as has happened with the Sexual Harassment scandal recently.

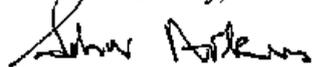
Abuse in the film industry takes many forms chief of which is blackballing, previous agreements between your members and SIPTU provide for a 50/50 Nomination system which legitimised blackballing and frustrated workers attempts to secure Contracts of Indefinite Duration, a significant piece of legislation, and one the Unions failed to implement in the film industry because the 50/50 nomination system provided an effective organising tool for them.

Your failure to negotiate with IFWA is also blackballing and is a shameful indictment of the publicly funded film industry.

In conclusion in the opinion of the Committee given your refusal to recognise our legitimacy whilst having none of your own, we believe no purpose can be served in meeting but would welcome your response to the questions raised.

We trust this clearly outlines the IFWA position.

Yours sincerely,



John Arkins
General Secretary

Cc All stakeholders of Film Industry