

# VICTORIAN CREW BOOKING GUIDELINES

## TVC / Corporate / Online



freelancers promotions

***This guide has been produced to provide a reference of best practice processes for the engagement of crew in Victoria. We trust all production companies understand our booking guidelines and if not please call Freelancers Promotions to discuss.***

### 1. HOLDS

A production company can enquire about a technician's availability at any time during business hours.

Quote or Light Hold - When holding a technician, the production company must identify the hold as a QUOTE HOLD if the job is not yet awarded, or a LIGHT HOLD - if shoot dates are likely to change etc.

1<sup>st</sup> Hold means the production company has first option on the crew member.

Half day Holds will be charged at two thirds of an 8hour rate as the freelancers cannot usually work on another half day.

Subsequent Holds – A 2<sup>nd</sup> (or subsequent hold) may be made by another production company with the understanding the crew member has an existing 1<sup>st</sup> Hold which takes precedence.

Multiple Holds – We discourage production companies to hold more than one technician for a job. If so the company are required to inform the booking agent if there is more than one technician on hold for the same position. This especially applies when placing holds with more than one booking agent.

Blanket Holds are to be discouraged and should only be made with the express agreement of the crew member.

Job Details - The production company must let the booking agent know if the hold contains any travel days, gear pick ups, rest days, late finishes, early starts, night shoots etc.

### 2. CONFIRMATIONS

A 1<sup>st</sup> hold on a technician will automatically be deemed a confirmed booking if it is not released 2 working days (48hrs) prior. It is the responsibility of the production company to ensure that their crew list & holds are correct prior to the 48-hr deadline.

A CONFIRMATION made by the production company and then subsequently cancelled prior to the 48-hour window, is still subject to a cancellation fee. (see point 4) Unless the crew member is able to secure alternate work on the day/s in question, a cancellation fee will apply.

A CANCELLATION FEE will apply if a booking is cancelled WITHIN 2 working days (48 hours) prior to the confirmed day/s, this includes pre, shoot or post days. (see point 4)

Saturdays and Sundays are NOT considered working days for the purpose of booking technicians; however it has been customary that confirmation for Mondays and Tuesdays are as follows:

- 12 noon Thursday for the following Monday
- 12 noon Friday for the following Tuesday

### **3. PUSH TO CONFIRM**

If a technician is on hold to a production company but is offered a confirmed booking by another company who has a 2<sup>nd</sup> or subsequent hold, the first production company has 24hrs to either confirm or release their hold.

It is up to the production company being pushed to call the booking agent within the 24hrs or the hold will be released.

### **4. CANCELLATIONS**

Should a production company confirm a hold but then subsequently cancel, a cancellation applies (100% labour costs for full 8-hour day). This includes the automatic confirmation when the booking falls with the 2 working day (48hr) time frame.

You cannot confirm a booking and then revert it back to a hold.

### **5. POSTPONEMENTS**

A cancellation fee applies where a confirmed booking is postponed.

If the technician is able to pick up other work on the day/s in question the cancellation fee is waived.

The cancellation fee is equivalent to the confirmed day – either half day (4hrs) or full day (8hrs).

### **6. WEATHER HOLDS**

Production companies are required to release WEATHER HOLDS at 0900 on the day prior to the weather hold, otherwise cancellation fees apply.

Should the production company CONFIRM the weather hold, and subsequently not use it, a cancellation fee applies.

### **7. RATES**

A freelancer's day rate is based on an 8-hour day. A half day is based on 4 hrs and is charged at 2/3's of the 8-hour day rate.

Overtime - The 9<sup>th</sup> and 10<sup>th</sup> hrs are charged at time and a half. The 11<sup>th</sup> and beyond is charged at double time. Any unforeseen overtime should be made known to the crew as early as possible on the shoot day.

Standard Day - A standard working day is calculated from the crew member's first call time to last wrap time. Where the production company requires a crew member to pick up personnel or equipment prior to crew call, or after on set wrap, their start or finish times reflect this.

Night Shoot Rates – Double time is charged between midnight and 6am. See point 10 for more info.

Early Starts – Double time is charge as above – if your call time is before 6am.

Travel Days – Travel Day fees are charged at normal daily rate.

## **8. NEGOTIATING RATES**

If a production company intends to negotiate rates with the technician, they MUST advise the booking agent when placing the hold and speak with the technician without delay. If not negotiated prior to the crew member accepting the booking/hold, the normal daily fee applies.

## **9. EVENING / NIGHT / LONG SHOOTS / EARLY STARTS**

Call & Wrap time - When a shoot is expected to start or finish at a time that could potentially affect the freelancer's ability to obtain a 10 hour turn around for a normal start time the following day, (or wrap time the previous day), the booking agent must be notified at the time of enquiry.

Night shoots/Early starts or shoots over 12 hrs must also be stated when making the initial enquiry.

Long Shoot Days – The production company should not request the crew member to work beyond a 14hr day including travel, without considering the implications of the 10hr turnaround, stress, fatigue, and insurance issues.

Maximum hours exist for truck drivers in Victoria – please refer to Vic Roads for current information.

## **10. SUNDAYS & PUBLIC HOLIDAYS**

Sundays and Public Holidays are charged at double time.

Hours more than the standard 8-hour day remain at the same double time rate.

There is no further loading for nighttime hours.

## **11. TURN AROUND**

A ten-hour turnaround must be scheduled between shoot days or shoot nights.

Place of Residence Turnaround is the rest period between individual crew members' last wrap and their first call the next day if working in place of residence.

Out of Town Turnaround is calculated from door to door when being accommodated away from crew members' place of residence.

## **12. TRAVEL & 20KM RADIUS**

If a shoot is outside the metropolitan area, a crew member's call time begins 20kms outside the GPO. The call time ends when crew member returns to the 20km zone.

Mileage (rates fluctuate depending on fuel prices so refer to Freelancers) is also charged from the 20km radius.

## **14. OVERTIME**

In the interests of Health & Safety and Turn-Around compliance the maximum recommended duration of a scheduled shooting day is 14 hours excluding the main unpaid meal break. Particular consideration needs to be given to drivers of heavy vehicles and those crew members responsible for driving to and from shoots. The production company must notify each crew member at the time of holding of the potential for time to be worked in excess of 14hrs.

## **15. TRUCK DRIVING**

Roads and Traffic Authority Rules and Regulations with regard to driving Heavy Vehicles must be reviewed on a regular basis. The regulations make it necessary for the production company and crew member to seriously consider the options for driving a heavy vehicle at the end of an extended day. These options may include an alternative driver (swing driver) or collection of the vehicle the following day. Producers, 1st ADs and Heads of Department should note that driving hours start and finish from when the driver commences driving the vehicle from the garaged address/depot or overnight parking spot to location/studio and return. The following links provide essential up-to-date information:-

[Standard hours | NHVR](#)

[Basic Fatigue Management \(BFM\) | NHVR](#)

## **16. MEAL BREAKS**

Meals and refreshments are normally supplied by the production.

If an early call makes it unreasonable, or impracticable, for the crew to provide their own breakfast, then this will be provided by the production company. Time taken for breakfast is not paid unless the break is required to be taken after crew call. \* In Victoria it is common practice for breakfast to be provided 15 minutes prior to crew call (unpaid) and continue for 15 minutes after crew call (paid). \*

A main meal break of 45 minutes will be scheduled 5 hours after commencement of the working day. When crew members have differing call times the main meal break will be scheduled for a majority crew call and special arrangements should be made for other crew.

The production company can, within reason and by negotiation with majority of the crew, complete the setup in progress before a meal break is called.

If a 1st meal break shorter than 45 minutes is required it shall only be by agreement with each crew member. Main meal breaks are to be a minimum of 30 minutes.

Producers should ensure that a substantial catered snack (in the hand) is available to all crew within 5 hours of completion of the main meal break.

Allowances must be made for crew members who are unable to take a main meal break at the same time as the main unit. For example, this may include personnel assigned to monitor equipment while the unit are on their break, and may need to take a meal break prior to, or following the main meal break.

## **17. TRAVEL EXPENSES**

When the crew member is required to work away from their town of residence, the production company will use best endeavours to provide single room accommodation.

Per diems may be paid in lieu of meals and laundry expenses.

Per diems must adequately reflect the actual cost of food and services.

Industry common practice is for the accommodation to be paid directly by the production company.

## **18. SUPERANNUATION**

This is intended as a simplified guideline to superannuation payments, based on the interpretation of current superannuation and tax law, but must not be considered as a complete guide. Producers and Crew Members must consult their financial advisor for detailed advice pertinent to their structure.

Superannuation is payable to any employee regardless of their earnings.

Currently superannuation for employees is calculated at 12% of the base daily rate for the hours worked, but explicitly excludes superannuation for overtime hours.

Superannuation must be paid direct to an approved superannuation fund of the employee's/ contractor's choice for any person who provides labour services whether they operate as a PAYG employee or under an ABN. (Note: In recent audits both ABN and PAYG film crew who predominantly provide labour have been deemed employees for the purposes of superannuation and payroll tax calculations and payments.)

Superannuation is only calculated on the labour part of an invoice and excludes for example equipment rental, travel costs and mileage etc.

Considering the short-term employment nature of commercials production, and based on recent practice, it is generally accepted that superannuation is payable on top of a crew member's quoted and agreed daily rate. An employer is entitled to negotiate a remuneration package rate that includes superannuation, but this is unusual and must be explicit at the time of booking a crew member so that crew member may decide whether that complete remuneration package is acceptable.

Subcontractors who operate as PTY LTD companies and who provide services or equipment rental beyond just labour are generally excluded from superannuation payments.

<https://atotaxrates.info/superannuation/superannuation-guarantee/#contractors>

<https://www.ato.gov.au/business/super-for-employers/work-out-if-you-have-to-pay-super/#Whatsuperpaymentisrequired>

The **expanded definition of 'employee'** for Superannuation Guarantee purposes includes **contractors** if the contract is "wholly or principally" for their labour. The Tax Office has provided detailed guidance of their **interpretations on this issue in ruling Superannuation Guarantee Ruling SGR 2005/1**.