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COMMERCIAL PRODUCERS & CREW WORKING GUIDELINES

These working guidelines apply to all Crew as defined below to provide optimal working conditions between all parties as agreed by a body of Producers and FilmCrew ME.

IMPORTANT NOTES

1. Every Producer/Crew member must understand and acknowledge the Crew Working Guidelines and become familiar with all possible revisions.
2. All Crew must read the production company's terms and conditions at the end of every Producer's call sheet.
3. Crew Safety is paramount in all situations. It is recommended that Crew members, their agents and production companies work together to ensure that all elements of the work-day factor of Crew safety are at the forefront.

1. PENCIL

1. A "pencil booking" is a provisional booking, yet to be confirmed.
2. Pencil bookings are made on a first-come, first-serve basis.
3. A Crew member may hold more than one pencil booking over the exact work dates, which will be allocated to the relevant Producers using a numerical system (i.e. P1, P2, P3).
4. The Producer holding the P1 has the first right to confirm or release a Crew member.
5. A Crew member may hold their P1 status. However, this must be communicated to production companies/Producers who want to make subsequent pencil bookings.

2. CONFIRMATION

1. "Confirmation" shall mean the Producer's written commitment to use the Crew member on any given workday as stipulated by the Producer.
2. The Producer may only confirm a Crew member once their client has approved the job, in writing, and not before.
3. All Crew confirmations need to be made in writing via e-mail and an LPO to be provide once all crew is confirmed.

4. Should a Crew member hold more than one pencil and a later pencil wishes to confirm the Crew member, a 24-hour confirmation or release will be issued.
 - The 24-hour time frame will be considered to have commenced from when the confirmation e-mail is sent to the Crew member or their agent unless sent outside of regular working hours (Mon 9am – Sat noon). If sent outside of working hours, the start of the next workday will be considered the start time of the 24-hour time frame.
 - All Producers, holding pencils over the Producer issuing the 24-hour confirmation or release, will be sent an immediate notification and advised of the start time. They will have exactly 24 hours from the start time to confirm or release the Crew member. This applies in cascading order for P1, P2 and P3.
 - If P3 calls 24 hours, then 24 hour notice will be issued to P1 and P2, with P1 having priority should both pencils confirm.
 - If the Producer issued with a 24-hour confirmation or release does not respond in the required time frame, the Crew member will automatically be confirmed by the issuing Producer at the end of the 24-hour time frame.
5. Confirmation of a Crew member via e-mail is binding on both parties and may be subject to penalty fees for cancellation on either party. Refer to point 22.
6. No Crew member may be booked on more than one production at a time unless agreed to by both Producers. This agreement needs to be made in writing before the confirmation of the second booking.

3. CALL TIME

1. A “Call Time” is the time stipulated by the Producer that the cast and Crew must be on the set or at a specific location, ready to work.
2. If the set is within 40 km of the Studio City ([Map Radius](#)), call time is as stipulated by the Producer on set, regardless of own or arranged transport.
3. Call time will include travel to the set or location if the set is more than 40 km from Studio City.
4. Production will provide transport if the set is more than 40 km from Studio City. The Crew who do not use this provided transport will make their way to the location at their own expense.
5. Should a Crew member's call time fall outside the provided transport departure times, the Producer will reimburse their travel expenses.
6. Designated driver's call times will be taken from the time of vehicle collection point, regardless of the distance to and from the set or location.

7. Call times for all Crew will be logged on production timesheets based on the call times stipulated by the Producer and reflected in the call sheet, including the above parameters. Ask Agent for timesheets.
8. Call Time for a typical shoot day **may not be earlier** than 03h30. Where possible, Crew members should be notified at the time of booking if call times may be earlier than 04h00 (most likely straight after the Tech Recce when the shoot schedule is confirmed).
9. Should the Crew be accommodated, call time will be when the Crew are called to meet on set if within the 40 km radius or if meeting at the Crew accommodation provided by production.

4. WRAP

1. "Wrap" signals the end of a shoot, technical recce and technical rehearsal, as called by the Producer or AD.
2. Camera wrap means the end of filming on a shoot day and is used as the base reference to calculate all Crew working hours.
3. Designated drivers' wrap times will be taken to the time of vehicle delivery, regardless of the distance to and from the set or location.
4. Wrap Times for all Crew will be logged on production timesheets based on the full technical wrap, as stipulated by the Producer, including time to clear a location or set. Should time sheets not be signed before the Crew departs set or the location, production will revert to camera wrap for the applicable Crew members' wrap time.
5. Wrap is the workday's definitive end; any additional work after that needs to be negotiated with the Producer and included in the time sheets.
6. Outside 40 km wrap is calculated on arrival time at Studio City or provided accommodation.
7. Should a Crew member have an early call on the day following their current shoot day, they have the right to ask to be released before the scheduled wrap time if they make this request before 17h00.
8. This will not apply if the Producer declares the current shoot day an extended day at the time of Crew confirmation.

5. TIMESHEET

1. A **Timesheet** is used by production for recording the start and finish of each Crew member's technical workday and applicable hourly pay period.
2. All Crew should complete this sheet, regardless of whether they qualify for overtime or not.
3. This is the final reference on which all Crew invoicing is based and needs to be signed by each Crew member at the end of each technical workday.

6. WORKING HOURS

1. A "Standard Day" is a shoot day of 12 consecutive hours with applicable overtime hours after the 12th hour, as reflected below. The full length of the day, from Crew call to wrap, **may not exceed 16 hours**.
2. These 12 hours will include all meals, and only after the specified hours are worked shall overtime apply.
3. *On a gear-check / recce day*, A full day will be billed if the hours worked are more than 6 unless it is a technical/shoot day.
4. *On a gear-check / recce day*, A half-day will be billed if the hours worked are 6 or less unless it is a shoot day. Half-days should be clarified before them being confirmed/worked.
5. Working hours may be adjusted as a result of a deal.
6. Working hours should not exceed 16 hours per day, from Crew call to wrap. Should the day reach these hours, the Producer must ensure transport is available for all Crew after the wrap. No Crew member should be asked to drive after an excessively long shoot day.
7. Each Crew member should be given at least 8 hours rest between wrap and call. No Crew member shall be required to work without having had at least 8 hours rest between wrap and call, and this needs to be managed by the Crew member and their agent across the Crew members' calendar.
8. No workday should be booked after a night shoot unless it is a half-day gear-check or recce the following afternoon.

7. OVERTIME

1. "Overtime" refers to any hours worked by applicable Crew members that exceed the agreed working hours on a technical workday.
2. The following Crew members are excluded from overtime: Production Crew and Trainees in all departments.
3. Overtime rates will be based on the applicable day rate.
4. Overtime is calculated as follows:
 - Each overtime Hour from 13 to 16 are calculated at 10% of the daily rate per hour.
 - Each overtime Hour after 16 hours are calculated at 15% of the daily rate per hour.
5. The following crew members are excluded from this calculation: Runners, Production Assistants and Chaperones. These crew members will earn overtime after 14 hours based on a 12 hour pro-rata rate.

6. Any Crew driving any other person should not work longer than a 14-hour day unless they are given a mandatory rest period during the day. This rest period should be no less than the hours required to complete a 14-hour workday. For example, if the day is scheduled at 16 hours, all chaperones/drivers should have a mandatory rest period of 2 hours during the workday.
7. Overtime will not be applicable on any prep days. Should a Crew member be requested to work late on the night before a shoot, overtime may be negotiated with the Producer and will be at the Producer's discretion.

8. MEALTIMES

1. Breakfast is 20 minutes, and the lunch break is 45-60 minutes.
2. Breakfast will form part of the working hours for the Crew already working/rigging on set.
3. Two meals are to be provided within a 12-hour working day and should be a maximum of 6- hours apart. The 6 hours are calculated from the completion of the previous meal.
4. Breakfast will be provided if the call time is before 07h30 on any shoot, recce or technical day.
5. A third meal should be provided on an extended day or if a shoot goes longer than the 6-hour break from the previous meal.

9. TRAVEL DAYS

1. A "travel day" is a day the Producer calls and involves travel to and from a location where the travel time is not greater than a standard day.
2. Travel days will be billed at half the standard day rate.
3. A full-day rate applies if the travel time is longer than 12 hours.
4. Designated drivers will treat a travel day as a standard day with normal overtime structures. Travel time for less than 6 hours will be billed as a half day.
5. Travel hours should not exceed the reasonable time required to reach a specific destination.
6. If the shoot is in another Emirate and Production arranges accommodation the night before, then no travel will be charged.
7. If the shoot requires a Crew member to catch a plane, taxi fare to and from the airport it is considered claimable and should be reimbursed to the Crew member. This also includes other production related expenses such as overweight charges.

10. PREP DAY

8. A "Prep Day" is a day of 12 consecutive hours with no applicable overtime hours that fall before the technical (gear check, technical rehearsal, pre-rig etc.) and/or shoot days. Any overtime worked must be confirmed and approved by the Producer before it is undertaken and invoiced.

11. SPLIT SHIFT DAY

1. A "Split Shift" is a day/night shoot stipulated by the Producer in which a minimum break/time out of no less than 4 hours at base is called during the shoot day/night.
2. A split shift may only be classified as such if the Crew are permitted to leave the set during the hours between filming. The Crew must be able to go home, to base, hotel etc., during the break.
3. The Producer can call a split shift day in which the minimum payment will be a standard day with the normal overtime structures applied.
4. The 4-hour break (including travel time) is from wrap to call time back on set, including any travel time if the set or location is further than 40 km from the designated production office.
5. The Producer must inform the Crew member in writing of the split shift at confirmation of the booking or after the Tech Recce before the first shoot day. The Producer must inform the Crew/Crew agent of the split shift on confirmation of the booking or before the gear-check day.
6. The lack of 4 hours turn nullifies the shoot as a split shift day.

12. GEAR CHECK DAY

1. A "Gear Check Day" shall mean a prep day requested by the Producer, where no filming takes place and the hours worked do not exceed 6 hours. Should any filming happen on this day, it will revert to a shoot day, call time will be from the commencement of the workday, and overtime will apply after 12 hours.
2. A gear check day will be billed as a half day up to 6 hours worked.
3. If more than 6 hours but less than 12 hours are worked, hours will be calculated pro rata based on the standard day rate. If more than 12 hours are worked, normal overtime rates will apply. Any gear-check overtime (after 6 hours) is to be approved by Production.
4. It is the discretion of the Producer to decide if the HOD requires help on the gear check, and if so, this Crew member is to be paid accordingly. This applies to 2nd AC, Best Boy Lighting, and Best Boy Grip. VT, Sparks and Grip Assistants are called at no charge to Production and considered part of their training.

5. **Rental houses to provide HOD support on gear checks** (should assistants not be paid) **and ensure all gear is pulled** before the gear check. Rental houses to provide support to load the equipment into transport.
6. Should gear be delayed being checked due to a gear rental house error, these overtime rates will be discounted on the gear rental invoice for the cost of the gear-check additional hours

13. TECHNICAL RECCE DAY

1. A "Technical Recce Day" is called by the Producer, where no filming takes place and the hours worked do not exceed 12 hours. Should any filming happen on this day, it will revert to a shoot day, call time will be from the commencement of the workday, and overtime will apply after 12 hours.
2. A technical recce day will be billed as a half day up to 6 hours worked.
3. A full day is applicable if more than 6 hours but less than 12 hours are worked. If more than 12 hours are worked, normal overtime rates will apply.

14. PRE-LIGHT/REHEARSAL DAY

1. A "Pre-light/Rehearsal Day" is called by the Producer, where no filming takes place (excluding camera tests) and the hours worked do not exceed 12 hours. Should any filming happen on this day, it will revert to a shoot day, call time will be from the commencement of the workday, and overtime will apply after 12 hours.
2. A pre-light day will be billed as a half day up to 6 hours worked.
3. A full day is applicable if more than 6 hours but less than 12 hours are worked. If more than 12 hours are worked, normal overtime rates will apply.

15. PRE-RIG DAY

1. A "Pre-rig/De-rig Day" is called by the Producer in which no filming is undertaken and the hours worked do not exceed 12 hours. Should any filming happen on this day, it will revert to a shoot day, call time will be from the commencement of the workday, and overtime will apply after 12 hours.
2. A pre-rig day will be billed as a half day up to 6 hours worked.
3. A full day is applicable if more than 6 hours but less than 12 hours are worked. If more than 12 hours are worked, normal overtime rates will apply.

16. CONSECUTIVE SHOOT DAYS

1. After the seventh consecutive shoot day, the Crew will be billed at 1.5 the daily rate.

17. NIGHT SHOOT

1. A "Night Shoot" is a shoot day where the call time is 15h00 or later.
2. If a shoot is called between 12h00 and 15h00 and continues after midnight, it will revert to a night shoot.
3. The Producer must inform the Crew member in writing of the night shoot on confirmation of the booking, where possible.
4. Crew members may not be booked on a standard day on the day that falls immediately after a night shoot. A rest day must be booked for every day following a night shoot or a minimum 8-hour turn around to be provided.
5. Should a night shoot **not** be called, and shooting continues till midnight, the Crew member has the right to be released to make call time for the following day's shoot. As long as there is prior agreement with the Producer.

18. EXTENDED DAY

1. "Extended Day" is a standard shoot day of more than 12 hours and no longer than 18 hours.
2. The Producer must inform the Crew member when the extended day is planned straight after the Tech Recce schedule is out the first shoot day.
3. If a shoot continues beyond the prescribed time, the Crew members should be permitted to leave the set at a reasonable time before the commencement of their next call.
4. To prioritise the Crew's safety, they should have a day off after a scheduled extended day. If the Crew has another booking after the extended day, both Producers must be notified.

19. TURNAROUND TIME

1. "Turnaround" is the interval from when a Crew member wraps to when they are called back onto the set. Industry-standard calls for a minimum of 8 hours turnaround between wrap and call on the same shoot.
2. The Producer will endeavour to achieve the standard turnaround times on all shoot days, it is acknowledged that a turnaround of less than 8 hours is the exception and not the norm.
3. Turnaround penalties will be applicable on any deviation from the industry standard. Penalties are calculated as 15% of the daily rate per hour.
4. Turnaround applies to **all Crew** members, excluding production.

5. Turnaround is not applicable on any prep days. Should a Crew member be forced to work late the night before a shoot, turnaround will be applicable and is only payable if cleared with the Producer before the hours are worked.

20. STANDBY

1. "Standby" is when the Producer holds a Crew member for a specific day and is not completely confirmed for the day.
2. Should a Crew member be classified as standby on any given day and not released by 10h00 on the morning of the given day, a half-day fee will apply.

21. POSTPONEMENT OF SHOOT

1. Postponement of a shoot means postponing a confirmed shoot to a later date as advised by the Producer.
2. Should a Crew member be on set when the shoot is postponed, that day will be charged for (including if they are already at the gear-check).
3. The rescheduled shoot should be filmed within 90 calendar days from the date of the postponement, failing which the below cancellation fees apply.
4. Standard cancellation fees apply if the confirmed Crew member is unavailable for the new shoot dates.
5. If the Producer has confirmed a Crew member based on a 24-hour notice received or given, 100% is billable for the scheduled dates, regardless of whether the Crew member is available or not for the new dates. As per standard cancellation fees/24-hour notice provided below.
6. Postponement may only be called once on any given shoot. A second postponement may only be called in the event of force majeure whereby the production company, client or agency cannot fulfil the contract due to unforeseeable circumstances.
7. Should clients wish to forego cancellation and postponement terms for any valid reason, such as a global pandemic, this needs to be clearly defined before the Crew booking, in writing and needs to be agreed to by the Crew member before they are booked on the job.
8. If a confirmed Crew member is not available for the new shoot dates, standard cancellation fees, as detailed herein, will apply. This will not apply to Crew members confirmed on the 24 hour notice ruling.
9. The Crew who have already commenced pre-production on a job that is then postponed, will be entitled to the relevant cancellation fees.

22. CANCELLATION FEES

1. Cancellation shall mean either the cancellation of a confirmed workday/shoot or the cancellation of a confirmed Crew member by either the Producer or the Crew member.
2. If a Crew member is cancelled or cancels themselves twenty-one (21) consecutive days or more before a shoot commences, no cancellation penalties will apply, regardless of how the Crew member was booked. (i.e. 24-hour confirmation)
3. Cancellation penalties are only applicable on Crew day fees.
4. Should a Crew member be confirmed on another production during the cancellation period, the cancelling Producer will not be penalised for the days the Crew member is working elsewhere. Should the crew member not have alternative paying work, the production house has the right to utilize the crew member for this time in their designated position.
5. Cancellation penalties will not apply when a Crew member cancels themselves off a confirmation due to family responsibility requirements, with proof of these commitments being provided. These are classified as the birth of the Crew member's child, the Crew member's sick child that they personally have to look after or the death of the Crew member's spouse/life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. Should a Crew member be found to be working during the cancellation period, penalties will apply.
6. Cancellations on Crew members through agents will have the agent booking fees billed for each Crew member cancelled.
7. Once a confirmed booking has commenced, should the Producer dismiss a Crew member as a result of negligence, unprofessional behaviour or any other fireable offence, cancellation fees will not apply. Only days worked will be remunerated, depending on the situation.
8. Once a confirmed booking has commenced, should a Crew member quit/walk off, cancellation fees will not apply. Only days worked will be remunerated, depending on the situation.

STANDARD CANCELLATION FEES:

1. A confirmed shoot cancelled within five days of the shoot is to be billed as follows:
 - 100% Days 1 and 2
 - 50% Days 3 to 5
 - 25% Days 6 to 7
2. For a Crew member booked on long-form work (Production/ADs etc.) 100% cancellation fee for the first week and a 50% cancellation fee for the 2nd week apply (unless alternative work has been sourced).

24-HOUR NOTICE CANCELLATION FEES:

1. Should a 24-hour notice have been issued or received for a Crew member on any given day, the cancellation fee is billable as follows for the dates confirmed under the 24-hour instruction.
 - 100% for days 1 to 3
 - 50% for days 4 to 6
 - 25% for days 7 to 10
2. Should a Crew member get confirmed work on **any** cancellation day, regardless of 24 hours' notice being issued, **no** cancellation for recovered work is billable.

23. 24-HOUR NOTICE

1. A 24-hour notice is an instruction given or received by the Producer to secure a Crew member that may be on a 2nd pencil.
2. The party issued with the 24-hour notice needs to respond to the Agent within 24 hours to confirm or release said Crew member.

24. PER DIEMS

1. If a Crew member is accommodated away from home, for each night away, a per diem is to be given to the Crew member.
2. The per diem is to cover the fair cost applicable to the accommodation for meals and laundry (if long form).
3. Shooting days: reasonable allowance for one meal and soft drinks.
4. Down days: reasonable allowance for three meals and soft drinks.
5. The onus is on the Producer if they wish to provide meals and drinks instead of per diems (short form)

25. PAYMENT

1. Crew day fees will be paid within 30 calendar days of approval of the final invoice but is negotiable with the Crew member.
2. Payments will only be made once all outstanding petty cash floats have been reconciled and approved by the Producer.
3. In the event of queries, the Producer may only delay the individual under reviews payment and not the entire agent's statement, if applicable.
4. Deal payments will be made as per the deal parameters agreed of the **final production-approved invoice, not the invoice date**. If there is petty cash owed, payment will only be made

once this is reasonably reconciled and approved by production. All responsibilities and commitments of the Crew member to the Producer need to be reasonably reconciled and approved by the Producer before payment date calculations will be made. This deal will not include prompt payment on equipment, vehicles, phones etc., and these should be invoiced separately and will be paid according to standard terms.

26. INSURANCE

1. Whilst on set, the Production house will provide all Crew with Personal Accident insurance to cover accidental injury.
2. Whilst in production, the Crew will be under the direction and responsibility of the Production house.
3. The Production house will provide Third Party Liability to cover the activities of all crew on the production.

Optional for the protection of the Production House:

4. Travel Insurance – Production to take out travel insurance for Crew travelling abroad for a project. Covers medical excluding COVID.
5. All Crew are responsible for their health and medical insurance.
6. Crew personal insurance should also include protection against injury or loss of earnings.
7. Equipment, personal belongings and vehicles owned by Crew members are the Crew member's responsibility. If equipment is hired to the Producer and insurance is to be charged for equipment, this must be negotiated with the Producer upfront, as some production companies carry insurance.
8. Should Crew members hire any of their equipment to a production company/Producer, they take full responsibility for replacing these items on set in the event of damage or failure. A clear contract of understanding on whose insurance covers the Crew gear and the resultant shortfalls in the event of damage or failure must be in place before the commencement of the shoot.

27. REIMBURSEMENTS - PRODUCTION RELATED

1. Should a Crew member be required to travel to a location (outside the 40 km radius) using their transport, fuel to be reimbursed on receipts.
2. All other agreed production related expenses may be reimbursed with the correct receipts provided upon Producer approval.

28. PAYMENT OF SERVICES RENDERED

1. All Crew invoices are to be paid immediately or a maximum of 30 days after the invoice is submitted.

29. COVID PROTOCOL

1. All Crew members are to notify production if they have tested positive, been in close contact, or are feeling symptoms. The Crew may not charge cancellation fees to Production if confirmed or issued a 24-hour notice.

GENERAL

1. The Production Company is a business that provides the physical basis for work in visual film content.
2. The Producer(s) means a person, body of persons, or a representative nominated by the production company contracted to produce visual film content.
3. Crew means all film industry-specific personnel contracted, for a fixed period, on their payroll, by the Producer / Production Company.
4. Day Rate shall mean the Crew members' fee for a 12-hour workday upon which overtime and premium rates will be calculated. This rate may be increased, in line with inflation, annually. Rates need to align with current local markets and industry trends.
5. Deals shall mean negotiations around adjusted day rates that will result in prompt payment for the Crew member, as detailed in the relevant sections above. There may be only one deal applied per job, and all deals must be offered in writing before the Crew member is confirmed. The Crew member has the right to refuse a deal on a job before confirmation of the job.

For any deviation from the above, please discuss with the Agent before confirming a Crew member.
