

INDEX 

Health and Safety Executive		Sector Information Minute	
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Target Audience:

AFQ Inspectors with responsibility for Broadcasting & Entertainment

PACT/BECTU FREELANCE PRODUCTION AGREEMENT

This SIM alerts inspectors to the existence of an agreement between PACT and BECTU which has important implications regarding health and safety representatives. This revised version clarifies some points on the application of the agreement. The agreement only applies between PACT and BECTU members.

INTRODUCTION

- 1 An agreement has been made between the Broadcasting, Entertainment, Cinematographic & Theatre Union (BECTU) and the Producers Alliance for Cinema and Television (PACT), which came into effect on 1 January 2001. It was drawn up specifically for the film and television industries with the aim of securing stable, representative and responsibly conducted industrial relations and collective bargaining.
- 2 Although much of the agreement deals with pay, hours of work, dispute resolution, etc, it also deals with health and safety issues.
- 3 Inspectors should note that the agreement only applies between PACT members and BECTU. It is not an industry wide agreement and many employers have their own agreements with BECTU (and other Trade Unions).

EFFECT OF AGREEMENT ON HEALTH AND SAFETY REPRESENTATION

- 4 The two parties have agreed that it is important that there is effective health and safety representation in the workplace (e.g. studio, location shoot, etc). However, the nature of the industry often means that there may not be a formally appointed Trade Union health and safety representative at each workplace.
- 5 It has been agreed that each production unit should elect or appoint a safety representative in accordance with the Safety Representatives and Safety Committees Regulations 1997 (as amended). Where a safety representative is not elected or appointed, then a full time official of BECTU can act as the safety representative. The situation will only apply when there are no other effective or agreed health and safety representation arrangements.

ACTION BY INSPECTORS

- 5 During inspections or other interventions, inspectors should make contact with any appointed safety representative(s) in accordance with the current FOD procedures. Where

there is no appointed safety representative, contact should be made, in the most appropriate manner, with the local full time BECTU official.

6 Individuals contacting HSE regarding safety representation should be referred to the existence of the Agreement which requires producers to copy it to individuals who they have engaged.

7 BECTU full time officials contacting HSE to raise health and safety concerns should be considered as appointed safety representatives if acting under the provisions of the Agreement. They may however be covered by other agreed arrangements between BECTU and the employer as outlined at paragraph 5.

8 Details of the full time BECTU officials can be obtained from local BECTU offices or from BECTU headquarters, contact details are given at [Appendix 1](#).

FURTHER INFORMATION

9 The text of the section of the Agreement dealing with health and safety is reproduced at [Appendix 2](#).

10 Enquiries regarding this SIM should be addressed to the Food & Entertainment Sector, Entertainment Section at the Glasgow Office. E-mail Area21, FOD Entertainment Section, VPN 521 3045.

Date first issued: 15 January 2002

APPENDIX 1 (para 8)

CONTACT DETAILS FOR BECTU

BECTU Offices	Telephone No.	Fax No.
BECTU Head Office 373-377 Clapham Road, London SW9 9BT	020 7436 0900	020 7436 0901
Glasgow	0141 248 9558	0141 248 9588
Manchester	0161 274 3174	0161 274 3149
Birmingham	0121 632 5372	0121 632 0486
Cardiff	029 20 666557	029 20 666447

APPENDIX 2 (para 9)

EXTRACT FROM PACT/BECTU FREELANCE PRODUCTION AGREEMENT, EFFECTIVE FROM 1 JANUARY 2001

12.0 HEALTH AND SAFETY

12.1 Health and Safety Policy

PACT and the Producers recognise their duty to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all Individuals engaged under the terms of this agreement in accordance with the relevant statutory requirements, including the Management of Health and Safety at Work regulations, the Health and Safety at Work Act and related Approved Codes of Practice and Guidance.

It shall be the duty of all Individuals engaged under the terms of this agreement to take reasonable care while at work for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work and to co-operate as far as is necessary to ensure that the Producer by whom they are engaged is enabled to comply with the Producer's duties and obligations in relation to health and safety at work under law and the terms of this clause.

It is further agreed that there should be a Health and Safety Policy document for this industry, which shall be drawn up in the appropriate forum In consultation with various parties including PACT and BECTU.

12.2 Health and Safety Representative

In accordance with the regulations determined by the Health and Safety at Work Act, each unit should elect or appoint a safety representative who will be consulted on matters relating to the health and safety and welfare of the unit. In the absence of a representative being elected, then a full time official of BECTU can act as the safety representative.

12.3 Advance Notice

Where work of a foreseeable hazardous nature is to be undertaken, the Producer shall take all reasonable safety and precautionary measures, including any necessary extension of existing insurance arrangements or effecting of specific insurance. Wherever practicable, the Producer shall give advance notice to the Individuals concerned of the measures taken. The Producer shall give similar notification to the appropriate full time official of BECTU, who, if not satisfied with the arrangements, shall be entitled to request a meeting with the Producer before the work in question takes place.

12.4 Right of Refusal

Every Individual has the right to refuse hazardous work and such refusal shall not prejudice the Individual's continued or future engagement by the Producer.

[TOP](#) 