

Weekly engagement 2020

General terms and conditions

for freelance technical and artistic employees of film and audiovisual productions

ssfv

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ASSOCIATION

This is a translation of the general terms and conditions in the Swiss film industry.

General terms and conditions

In effect since 01.01.2020 for an indefinite period of time, with the option of cancellation by any party as per the end of the year subject to a notice period of six months.

Preamble

The following «General terms and conditions for freelance technical and artistic employees of film and audiovisual productions» were prepared in 1991 by the parity commission and adopted by the Swissfilm Association (SFA), the Swiss Film Producers' Association (Schweizerischer Verband der FilmproduzentInnen – SFP), the Swiss Filmmakers Association (Verband Filmregie und Drehbuch Schweiz – ARF/FDS), the Group of Authors, Directors and Producers (Gruppe Autoren, Regisseure, Produzenten – GARP), and the Pool of Independent Swiss Film Producers (IG unabhängige Schweizer Filmproduzenten) as well as the Swiss Union Film and Video (Schweizer Syndikat Film und Video SSFV).

The above-mentioned associations are in agreement that the film industry requires a specific set of rules for its workers.

In addition to these rules, they are aware that the usual occupational health and safety standards must also be observed (Employment Law – ArG, Federal Law on Accident Insurance – UVG, Regulation on Working Hours and Rest Periods – ARV1/ARV2 etc.).

These provisions are valid for film and audio-visual productions of all types incl. co-productions with television broadcasters and/or entities abroad.

General Part 1

A Rights and obligations

1 Duties of loyalty and due diligence

- 1.1** The employee shall perform the tasks assigned to him to the best of his knowledge and ability while preserving the legitimate interests of the production.
- 1.2** The employee agrees to follow the instructions of his superiors as appointed by the producer.
- 1.3** The employee must not exploit or disclose any confidential facts and data that he becomes aware of in the course of his work. In the case of commercials and commissioned films, information about the client and product is considered confidential.
- 1.4** The employee is to treat the implements, technical equipment, working material and vehicles properly and with due care.
- 1.5** The employee shall be responsible for any damage that he wilfully or negligently inflicts on the employer. The level of care required of the employee is determined by the individual employment relationship, taking into account the occupational risk, the level of training or the skills required for the job, and the skills and aptitude of the employee of which the producer was or should have been aware.

1.6 The employee has the right to be informed about the content and aims of a project.

2 Assignments of rights

2.1 The employee assigns all copyright, performers', and other intellectual property rights to the producer, except those already assigned to a collecting society, without limitation of time or place. The compensation for such is contained in the wages.

Unless a written agreement has been reached to the contrary, the producer is deemed to be the owner of all rights in question, and it is incumbent upon the employee to specify which rights he has reserved and to what extent.

2.2 In particular, this agreement entitles the producer to exploit the services rendered within the framework of the respective employment contract in the form of an audio-visual and audio recording or electronic recording and distribute such with no restrictions in Switzerland and abroad via television companies, film distributors and similar organisations (e.g. the Internet). This right includes repetitions, revisions and amendments to the whole or single parts of the said production.

2.3 Provided that the producer and the director acknowledge the co-authorship of an employee, it is the responsibility of the producer to declare such to the collecting society.

3 Contract assignments

3.1 The producer is entitled to assign the contract to a third party.

3.2. The producer has to inform the employee before assigning a contract.

4 Mentioning of the employee

4.1 The producer is obliged to mention the employee by name and function in the title and end credits, as well as in the promotional material for the film, if this is customary for the type of production in question, and if there are no legitimate reasons to the contrary.

4.2 In the case of serious reasons, the employee has the right to withdraw his name. However, this must be done before the finishing of the title and end credits. The producer has the right to replace the name in question with a pseudonym.

4.3 If an explicit written agreement has not been made to the contrary, the graphic design and the order of naming is subject to the producer's decision, whereas the weighting of the naming should be in relation to the services provided.

5 Information

5.1 Information on the film can only be published with the agreement of the producer.

5.2 Without incurring additional obligations and at his own discretion, the producer may release visual, audio and written information on the film for publication before, during and after the production.

Weekly engagement

B Duration of contract

6 Areas of application

The following conditions refer to temporary employment at weekly wages. They usually apply to both feature films and documentaries.

7 Commitments

- 7.1** Contracts are to be concluded at an early stage and in written form.
- 7.2** Upon initial employment, a mutual probationary period of up to 2 weeks can be arranged in written form. With a notice period of 2 days, the employment relationship can be terminated up to the end of the probationary period.

8 Production stop

- 8.1** In the case of a production stop or if a production does not come about and the producer dispenses with (further) services of the employee, the following rules shall apply:
- Compensation in the amount of 25% of the agreed basic wages must be paid for the entire contract period (excluding renewal options).
 - The work performed is paid pro rata temporis.
 - Compensation and remuneration (excluding bonuses) are payable up to a maximum amount of the total salaries.
- 8.2** If the employee is able to find another position during the failed contract period, the claim to compensation is dismissed for the according time. The employee takes all reasonable steps to reduce the negative impact on the producer.

9 Unforeseen interruptions

- 9.1** In case of an unforeseen interruption of production, the wage generally continues to be paid.
- 9.2** In order to minimise the negative impact, the employee can, in mutual agreement with the contract partners, accept an appropriate position for another production. If another employment comes about, the employee's claim to compensation for the respective period of time is dismissed.
- 9.3** If the interruption causes the production period to extend beyond the originally planned contract period, including the renewal period, the producer has the right to secure the employee's performance on the same terms, except in cases when the employee is subject to other obligations.
- 9.4** In case of an interruption due to force majeure, the contract shall continue from the resumption of the production work, without the need for an additional agreement, subject to any other commitments the employee may have.

10 Extensions

- 10.1** If an option to extend the contract was agreed on, the employee may only enter into another obligation for the option period with the producer's approval.
- 10.2** The option period must not exceed one-fifth of the contract period and is limited to a maximum of one week.

- 10.3** If an option period is claimed in full or in part, the contract period shall be extended accordingly.
- 10.4** Unused option days that were confirmed a week before the end of the regular contract duration will be compensated with 25% of the corresponding wage.
- 10.5** Up to one week before the end of the regular contract period, the employee can withdraw from the confirmed option period, as long as he provides an equivalent replacement on the same terms. Employees in managerial capacities are excluded from this option.

C Working hours and rest periods

11 Working hours

- 11.1** The work week begins on the first day of shooting. The beginning of a work week does not have to coincide with the calendar week. Shooting days are days on which video and/or audio recordings are made.
- 11.2** a) The weekly contractual working time is 50 hours. The daily working hours must take place within a 14-hour period including breaks and overtime.
b) Should the daily maximum working time of 14 hours be exceeded, the legally required daily rest period shall be extended from 11 hours to 12 hours.
c) A different rule applies to work at night. If any part of the work is performed between 11 pm and 6 am, the daily working time must not exceed 9 hours. The work must take place within a 12-hour period including breaks and overtime.
- 11.3** Jobs in the editing room with employment relationships lasting more than 4 days are subject to a 5-day work week for a total of 40 hours, whereas the overtime bonus does not take effect until the 50th hour.
- 11.4** At the beginning of the shoot, a production office or place of work/main location has to be defined. Daily travel to the place of work is considered working time from the 61st minute.
- 11.5** The driving of vehicles expressly on behalf of the production, in particular for the transport of persons or goods, is regarded as working time.
- 11.6** Unless otherwise specified by contract, longer trips organised by the production company are regarded as working time. After completing longer trips (especially via air travel to locations abroad), an adequate rest period must be granted.
- 11.7** If required for the production, the producer may ask employees to work at night and on Sundays within the framework of these rules. Statutory holidays are regarded as Sundays.

12 Breaks and work interruptions

12.1 The work must be interspersed with breaks of the following minimum duration:

- a quarter of an hour for daily working times of more than five and a half hours;
- half an hour for daily working times of more than seven hours;
- one hour for daily working times of more than nine hours.

12.2 Breaks are regarded as working time if they last less than 30 minutes or if the employee is not allowed to leave his workplace (stand-by).

12.3 As a rule, meal breaks should last 45 minutes. In exceptional cases, they may be shortened to 30 minutes. Breaks under 30 minutes are regarded as working time and shall be paid.

12.4 Other work interruptions lasting more than 60 minutes must be announced the day before.

13 Rest period

13.1 a) The daily rest period between two working days is usually at least 11 hours.

b) The daily rest period can be reduced to 9 hours. This reduction may occur several times a week. In such cases, the average daily rest period over the course of two weeks must still be at least 12 hours.

c) Subject to the consent of a majority of the affected crew members, the daily rest period may be reduced to 8 hours once per week, provided that an average rest period of 11 hours is maintained over the course of two weeks.

13.2 The rest period must be 11 hours on average over the course of two working weeks.

14 Days off

14.1 The employee is entitled to at least one full day off (i.e. a rest period in accordance with Article 13.1 and a subsequent period of 24 hours immediately thereafter) per week.

14.2 For employment relations lasting 2 weeks, the employee can claim a total of three days off. For 3 weeks of employment, the worker may claim 5 days, and for longer employment periods he is eligible to claim an average of 7 days per 4 weeks.

For employment relationships of more than 3 weeks, at least two consecutive rest days per week are usually to be granted. Exceptions to this rule must be justified.

14.3 Days off should be announced to the staff at the beginning of the work week, but no later than 24 hours in advance.

D Salary, bonuses, compensation

15 Basic salaries

- 15.1** The weekly wage is the basis for calculating the payrolls and bonuses. The daily rate for started weeks is 1/5th of the weekly wage. The hourly rate for overtime and night hours is 1/50th of the weekly wage. For editors, the hourly rate for overtime and night hours is 1/40th of the weekly wage.
- 15.2** Preparation and clearing work on additional days is compensated pro rata temporis.
- 15.3** The employee has to prepare a report for the producer on his hours of work for a particular date as defined by the producer. If special forms are available, they are to be used.
- 15.4** Unless otherwise agreed in writing, the wage payment is payable every two weeks.
- 15.5** The final account (deductions, vacation, overtime and night shift bonuses, expenses, etc.) and the balance of payment are due no later than 14 days after the end of employment.

16 Overtime, surcharges and compensation

- 16.1** All lawfully owed surcharges are included in the agreed fixed salary if there is no explicit provision in the present contract.
- 16.2** For high holidays (1 January, Easter Sunday, Pentecost Sunday, 25 December), a surcharge of CHF 200 is to be paid. Incidentally, there are no surcharges payable for Sunday work.
- 16.3** For night work between 11pm and 6am that was requested by the producer, a surcharge of 25% of the agreed salary for the correlating working time must be paid.
- 16.4** For the 51st – 59th working hour, a surcharge of 25 % is to be paid. Beginning with the 60th working hour, the surcharge amounts to 100 %.
- 16.5** Night and overtime bonuses are calculated as a cumulative amount. The surcharges are calculated on the basis of 100% of the agreed basic salary.
- 16.6** Overtime may be compensated over the entire contract period. All surcharges must also be compensated or paid off.
- 16.7** If overtime in the amount of one or more workdays has to be compensated, the producer must inform the employee at least 24 hours in advance.
- 16.8** If overtime in the amount of half a workday has to be compensated, the morning off has to be announced the previous evening, and the afternoon off in the morning when work begins.
- 16.9** Option time may be used for the compensation of overtime and the related surcharges.

17 Holiday entitlements

17.1 Compensation for holidays is 8.33% of the agreed basic wage; for employees under 20 or over 50 years of age, it amounts to 10.64 % of the agreed basic wage.

17.2 Holiday compensation is not included in the suggested wage benchmarks and must in any case be reported separately in the contract and on the payroll.

17.3 The remuneration is effected with the salary payment.

18 Lump-sum contracts

Lump-sum contracts are only possible for employees in Head of positions. They have to be in written form.

E Expense arrangement

19 Meals and accommodation

19.1 When shooting away from the place of residence, meals and accommodation during the period of absence (including days off) are organised by the local production company and are paid for or otherwise compensated.

19.2 a) The employee is entitled to a main meal after 5 working hours and again after another 6 working hours. The meals are organised and paid or reimbursed by the production staff.

b) Should it not be possible to organise a main meal, the producer is nevertheless responsible for ensuring appropriate catering.

19.4 During preliminary work and in post-production, divergent arrangements may be agreed upon by mutual consent.

19.5 a) If the producer orders a return to the place of residence, the effective travel costs are reimbursed, and the vacating of hotel rooms can be required. 100 % of the travel time counts as working time.

b) If, for objective reasons, the employee is required to arrive the evening before the next day of shooting and the travel time takes at least two hours, expenses amounting to one main meal shall be due.

19.6 On days off away from the place of residence, the employee is eligible for meals and accommodation. If he chooses to return home, he is paid the effective transport costs up to the amount of CHF 150.–. The travel time does not count as working time.

19.7 The catering has to be adequate, sufficient and healthy.

19.8 If the employee, with the consent of the producer, moves into private accommodation, he is paid the effective accommodation expenses.

19.9 In the case of work for a period of more than one week away from the place of residence of the employee and/or the place of business of the producer, the cleaning of personal clothes is organised and paid or compensated by the producer.

General Part 2

F Provisions concerning transports, vehicles and rates of compensation

20 Transports

20.1 Transports are organised, paid for or compensated by the production.

20.2 When working at the place of residence or at a reasonable distance, this claim is dismissed.

20.3 If there is no public transportation, the producer is responsible for the transports.

21 Private vehicles

If the producer arranges the use of a private vehicle, the producer is to pay an allowance per kilometre. This allowance satisfies all costs and risks arising from the usage of a private car.

22 Rates of compensation

22.1 For expenses paid out, the following flat rate applies:

Breakfast: CHF 10.–

Main meal: CHF 32.–

For laundry: CHF 7.50 per day of shooting away from the residence (beginning with the 6th day of shooting)

Private cars: CHF 0.70 per kilometre

22.2 In case of unusual circumstances, the expense regulations are adapted to the given circumstances.

22.3 Unless otherwise provided by agreement or custom, the employee is to be compensated adequately for the provision of his own equipment and material.

G Illness and accident

23 Wage continuations in case of illness

23.1 In case of illness, the employee is entitled to continued payments during the illness for up to 25% of the full contract period, but only until the end of the contract (without any option for extension).

23.2 If the illness lasts longer than 3 days, the employee has to provide a medical certificate as a requirement for continued payments.

24 Wage continuations in case of accident

In case of accident, the employee is entitled to full pay during the incapacity of up to 25% of the contract period, but only until the contract ends. After the expiration of these terms, the employee is entitled to the wage loss benefits of the insurance.

25 Occupational accidents and non-occupational accidents insurance

25.1 For activities within Switzerland, the employee is insured against occupational accidents at an authorised insurance company, and if conditions require, also against non-occupational accidents.

25.2 Insurance rates are to be paid by the producer; the rates of possible non-occupational accident insurance can be deducted from the employee's salary.

25.3 For activities abroad, the producer is responsible for an analogue insurance coverage.

26 Old-age and survivors' insurance / occupational benefit plan

26.1 Each producer owes one half of the contributions that relate to a salary paid by him to those employees whose contributions are paid directly to a pension fund. The amount of the employer's contribution only applies up to the starting rate of the pension fund Film und Audiovision vfa/fpa.

26.2 The legally required employee contributions to old-age and survivors' insurance (AHV), invalidity insurance (IV), loss-of-income (EO) and unemployment insurance (ALV) are deducted from the employee's salary and transferred together with the corresponding employer contributions to the relevant funds. Employees who are entitled to child allowances must point that out at the time of payment. The producer has to pay the statutory child allowances valid at his place of business.

H Team and team representation

27 Elections and competences

27.1 Should the team elect one of its members as a representative, this person shall be accepted by the producer as a negotiating partner.

27.2 After agreeing on a date, the producer or team representative may call a team meeting.

27.3 The team representative is authorised:

- To have access to the producer in all matters concerning the production.
- To mediate in labour issues between the employee and the producer, if he is asked to do so by either the employee or the producer.

27.4 A team meeting of up to 1 hour per week of shooting that is convened by either the producer or the team representative is regarded as working time. Orientation meetings prior to the shooting are not covered by this regulation and are considered working time.

28 Liability of decisions

28.1 The decisions of the team meeting are only binding for the producer to the extent that such are expressly provided for in this contract.

28.2 If a majority decision is made in such a matter, individual employees must accept the decision as binding.

I Supplementary law and dispute resolution

29 Proceedings

29.1 Prior to initiating legal proceedings, the parties shall attempt to amicably settle any legal disputes arising from this contract.

29.2 Disputes concerning this contract must be submitted to a parity commission before initiating proceedings in ordinary courts. The parity commission must comment on the matter within a period of 4 weeks.

29.3 The employer associations and the employee association shall each provide the experts necessary for a legal process.

30 Jurisdictions

Any disputes arising from this contract shall be resolved by the courts at the defendant's domicile or their place of business.

31 Supplementary law

Except where otherwise specified in this contract, the provisions of the Swiss Code of Obligations shall be applicable, in particular Articles 319 et seqq. on individual employment contracts.