

Translation from German

Please note: The Trade Association for the Film and Music Industry can provide you with an English version of the collective bargaining agreement for film professionals. For legal reasons, only the German-language version is legally binding. Please note that in Austria only German can be used as an official language in courts and with administrative authorities. In case of disputes, English-language texts must be translated by an officially certified court interpreter, as English texts have no official evidential value in Austria.

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Collective Bargaining Agreement for Filmmakers (Film Professionals), Workers / Employees, valid from 1 January 2023

Validity **1 January 2023 to 31 December 2023**

Applicable to **Austria**

Collective Bargaining Agreement for Film Professionals

Valid from 1 January 2023 to 31 December 2023

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All names used in the Collective Bargaining Agreement shall be considered gender-neutral.

Collective Bargaining Agreement

Clause 1 Applicability

1. The Collective Bargaining Agreement shall apply:

(a) geographically: to all employment contracts concluded between film production companies and their staff for the territory of the Republic of Austria.

(b) technically: to all companies that are members of the Film and Music Austria trade association [*Fachverband der Film- und Musikwirtschaft*, hereinafter: Film and Music Austria] and conclude employment contracts with film professionals.

(c) personally: to all film professionals stated in the Minimum Fee Table [*Mindestgagentarif*] who are employed to produce films and motion pictures (including, without limitation, feature films and feature-length documentaries for cinema and television, animated films, commercials and image films, reports, and other films, irrespective of the medium, and electronic reporting/renting of crews) in an employment relationship.

2. The Collective Bargaining Agreement shall not apply to:

a) members of management or executive boards, managing directors of companies or corporations, and executive employees, to the extent that the latter are not liable to pay contributions to the (Austrian) Chamber of Labour [*Arbeiterkammer*]

b) actors and extras*)

c) interns**)

**) Extras are performers whose acting is not essential for the plot of the film and does not leave a personal mark on it.*

****) Interns are exclusively pupils or students who are temporarily employed for the purpose of gaining professional experience or training on the job.*

Clause 2 Term

This Collective Bargaining Agreement shall enter into force on 1 January 2023 and apply for an indefinite period of time. It may be terminated by 30 September of the relevant year by registered letter with effect as of 1 January of the subsequent year. During the period of notice of termination the parties will enter into negotiations about a renewal of this Collective Bargaining Agreement.

Clause 3 Employment-law provisions

1. All employment relationships covered by this Collective Bargaining Agreement are subject to the employment-law provisions, in particular the Austrian Employees Act [*Angestelltengesetz/AngG*], the Austrian Working Time Act [*Arbeitszeitgesetz/ArbZG*], the Austrian Rest Periods Act [*Arbeitsruhegesetz/ARG*] and the Austrian Foreign Labour Act [*Ausländerbeschäftigungsgesetz/AuslBG*].

2. If, when considering the jobs actually rendered as a whole, the material features of self-employment prevail, which according to the provisions of tax law, employment law and social security law allow work on a fee basis, also the professions stated in the Minimum Fee Table may be engaged on the basis of a contract for work or services.

Clause 4 Employment contracts

1. The employment contracts may be concluded for a limited period of time, e.g. for one day, several days, several weeks or for a certain project (see Clause 7), or for an unlimited period of time. The minimum term of contract shall be one (1) day. Upon renewal of the term of contract the new date at which the contract ends shall be fixed in a binding manner; otherwise the employment relationship shall become an unlimited one. Monthly fees shall be permitted only where limited employment contracts of a minimum term of three (3) months or unlimited employment contracts are concerned, notice of termination of which may be given not earlier than after three (3) months.

2. The employment contracts shall state the scope of the work, the film project, the term of contract, the agreed fee and the basic salary as defined in Section 2 of the Austrian Statute

Amending the Law of Employment Contracts [*Arbeitsvertragsrechts-Anpassungsgesetz/AVRAG*], as well as the payment dates; limited employment contracts must also include the end of the work. If a film is produced in several periods of work, the dates must be stated in the employment contract.

3. Work involving special risks and compulsory insurance: for work regarding which it is evident at the time of conclusion of the contract that it may involve special risks the employer must take out additional insurance (in particular accident insurance), provided that the risk can be insured at reasonable cost, for the benefit of the employee at the employer's own cost and at the employee's express request for the duration of the work, which in the event of permanent disability or death of the insured will provide a guaranteed payment by the insurer to the insured or his or her statutory heirs whom the decedent was required to support by law. In the event of death the sum insured must be at least EUR 120,000. If the employer fails to do so despite the employee's request, the employer shall be liable in the same way as the insurance institution would have been liable if the insurance had been taken out properly.

4. Employees shall not be allowed to refuse to do particularly dangerous work if at the time of conclusion of the contract they were sufficiently informed in writing about the type and scope of such work, if an agreement was reached regarding additional accident insurance and if the necessary safety measures were taken.

5. If the employer failed to take out insurance despite the employee's request, the employee shall be entitled to refuse to do such dangerous work until he or she has demonstrably been presented with a confirmation of insurance.

Clause 5 Working time

1. Weekly working time. The normal weekly working time shall be 40 hours, which are usually worked from Monday to Friday. The normal weekly working time may be arranged differently by internal agreement or, if there is no works council, by individual agreement.

2. Normal daily working time. The normal daily working time shall be 8 hours and may be worked between 6 a.m. and 10 p.m.

3. For employees working abroad the distribution of the normal weekly working time applicable in Austria over the days of the week may be agreed and the normal daily working time may be fixed in accordance with the regulations and practice of the foreign country and the requirement of cooperation with employers of the foreign country or, taking into account the other circumstances or requirements, in Austria, in derogation from the regulations. If, in the foreign country to which the employee is seconded, a weekday other than Sunday is the weekly rest day, then that day shall replace the Sunday.

4. Breaks: Where the total daily working time is more than six (6) hours, work must be interrupted by an unpaid break of at least half an hour, which shall not count as normal daily working time. If the break is taken on the set, the employer shall ensure that meals are provided or may be reasonably obtained. If, after the end of the normal daily working time as defined in para 1, work is continued for more than one (1) hour, another break of half an hour must be granted, which shall count as working time.

5. Preliminary and finalising work: Where necessary, the employee shall render preliminary and finalising work of a maximum of half an hour per day and not more than 2.5 hours per week after or before the start or after the end of the normal working time; these extra hours shall be covered by the weekly fee.

6. In the case of outdoor shootings working time shall commence and end on the business premises; in the case of shootings off the business premises it shall commence and end at the local production office.

7. On 24 and 31 December normal working time for all employees shall end after 4 working hours and not later than at 12:00; in the case of outdoor shootings the end of the shooting must be scheduled for 4 p.m. at the latest.

8. The daily rest period shall be 11 hours.

Clause 6 Postponing of work during normal working time for limited employment contracts

1. The employer may postpone the contractually agreed time of commencement of work to a date not more than seven days later by 8 p.m. on the day preceding commencement of the contract or for night shootings by 3 p.m. on the same day or for outdoor shootings for weather or other important reasons, unless other contractual or previously assumed duties of the employee oppose such postponement.

2. If work is rescheduled to Saturdays or Sundays, a surcharge of 25% on the daily fee will become payable.

Clause 7 Project-related employment contracts

1. Project-related employment contracts concluded for a definite period of time shall be permitted in compliance with the statutory provisions only for limited project-related employment contracts of not less than one week.

2. The weekly fee shall cover work during the normal weekly working time (40 hours from Monday to Friday), overtime worked of up to 2 hours per day following the normal daily working time and up to 10 hours on Saturdays from 7 a.m. to 8 p.m. The daily working time may be extended to up to twelve hours if the employee's working time regularly and substantially includes stand-by duty and the weekly working time of sixty (60) hours is not exceeded. A different distribution of the working time over the period from Monday to Sunday (inclusive) shall be allowed in accordance with the provisions of Clause 5 para 1 based on an individual contract.

3. The overtime surcharges included in the weekly flat fee shall be accounted for separately upon presentation of proof of the overtime worked.

4. For guidelines for calculating the basic fee (weekly fee) in the case of weekly flat fees as defined in Clause 7 see the websites of Film and Music Austria and the "youunion" trade union:

- [Calculation of fees \(wko.at\)](#)

- [Fee calculator \(youunionfilm.at\)](http://youunionfilm.at)

Clause 8 Fees

1. The minimum amounts of the daily, weekly, weekly flat fees and monthly fees can be seen from the Minimum Fee Table. In accordance with the statutory provisions the basic fee must be stated in the (short-form) employment contract.

2. Information:

For guidelines for calculating the basic fee (weekly fee) in the case of weekly flat fees as defined in Clause 7 see the websites of Film and Music Austria and "youunion":

- [Calculation of fees \(wko.at\)](http://wko.at)
- [Fee calculator \(youunionfilm.at\)](http://youunionfilm.at)

3. Calculation bases:

a) The daily fee shall be one fourth (1/4) of the weekly fee. If the employee is employed for several days but for less than a week (5 days), the daily fee shall be one fifth (1/5) of the weekly fee. Remuneration by the hour shall not be permitted (Clause 4 para 1).

b) In the case of project-related limited employment contracts as defined in Clause 7 that exceed one (1) week and end on one of the immediately following days of the week, the employee shall be paid one sixth (1/6) (10-hour day) or one fifth (1/5) (12-hour day) of the weekly flat fee for these days.

c) The weekly flat fee for project-related employment contracts as defined in Clause 7 shall be 1.385 times the weekly fee based on the normal working time of 40 hours.

d) The monthly fee for employment relationships as defined in Clause 4 para 1 shall be 4.33 times the weekly fee based on the normal working time of 40 hours minus 40% (1st employment year), 35% (2nd employment year) or 30% (3rd employment year), respectively.

e) For calculation guidelines based on the actual amount of the fees including a calculation of the special payments and annual leave compensation see the websites of Film and Music Austria and "younion":

- [Calculation of fees \(wko.at\)](http://wko.at)

- [Fee calculator \(younionfilm.at\)](http://younionfilm.at)

4. Work in different types of employment. If an employee is engaged by contract to do different types of work, he or she shall, for those days on which he or she carries out the superior work, be entitled to the balance on the basis of a daily rate of one fifth (1/5) of the weekly fee.

5. The daily, weekly, weekly flat fees or monthly fees shall be paid not later than on the 15th day of the month following the work period.

Clause 9 Overtime

1. Overtime means that more than the normal weekly working time or the normal daily working time, which results from the distribution of the normal weekly working time, is worked.

2. In the case of employees working part time, hours worked shall be considered overtime only if and when the normal working time applicable to full-time employees is exceeded. No surcharge shall be payable on extra hours if they are consumed on a 1:1 basis as time off in lieu within a period of three (3) months of occurrence.

3. Overtime shall be remunerated only if it was ordered by the employer or an authorised representative of the same.

4. For the first two (2) hours after the end of their normal daily working time employees shall be paid a 50% surcharge; for all additional hours they shall be paid a 100% surcharge on the hourly rate. Overtime worked at night-time shall be remunerated by a surcharge of 100% on the hourly rate.

5. Calculation bases. In the case of limited employment contracts the hourly rate shall be one eighth (1/8) of the daily fee or one fortieth (1/40) of the weekly fee or one one-hundred-and-

seventy-third (1/173) of the monthly fee; in the case of unlimited employment contracts it shall be one one-hundred-and-fiftieth (1/150) of the monthly fee.

Clause 10 Work on Saturdays, Sundays or public holidays

1. For work done on Saturdays a 100% surcharge on the hourly rate (as defined in Clause 9 para 5) shall be paid from the 5th hour and in any case from 3 p.m.
2. For work done on Sundays or public holidays a 100% surcharge on the daily fee (as defined in Clause 8 para 2) shall be paid. In addition, the employee shall be entitled to one paid day off in lieu.
3. Where the working time is regulated otherwise by an internal or individual agreement (Clause 5 para 1), the substitute weekend rest shall be considered work on a Saturday and/or Sunday or Public Holiday for which a surcharge is payable.
4. There shall be no entitlement to the above surcharges if no valid employment relationship existed with the same employer for at least three days immediately prior to and after the work on a Saturday and/or Sunday or public holiday.
5. If, in the case of unlimited employment contracts, the normal weekly working time is changed as per Clause 5 para 1 or postponed in the case of limited employment contracts as per Clause 6, a surcharge of 25% on the daily fee shall be payable.

The provisions of paras 1 and 2 shall apply to hours worked in addition on the two days that would otherwise be non-working days.

Clause 11 Night work during normal working time

1. Night work means work between 10 p.m. and 6 a.m., regardless of the duration of the employment contract as per Clause 4 para 1.
2. For night work a surcharge of 50% shall be paid for the normal working time hours worked at night.

3. For night work from Saturday to Sunday, from Sunday to Monday or after a public holiday a 100% surcharge shall be paid. In addition, the employee shall be entitled to substitute rest of a maximum of one day off.

4. Overtime worked at night-time shall be remunerated by a surcharge of 100% on the hourly rate.

5. Clause 10 para 4 and the regulation regarding breaks of Clause 5 para 4 shall apply *mutatis mutandis*.

Clause 12 Special payments

1. Once a calendar year the employee shall be entitled to holiday pay and Christmas pay in the amount of one monthly fee each. Employees whose working contract is unlimited shall be paid holiday pay upon commencement of their main annual leave and not later than on 30 June; Christmas pay shall be payable on 30 November of the current calendar year in the amount of the relevant monthly fee. Overtime shall not be taken into account when calculating the amounts.

2. An employee who joins or leaves the company in the course of a calendar year shall be entitled to the special payments pro rata the period of employment in the calendar year.

3. In total the special payments (holiday pay and Christmas pay) shall amount to one sixth (1/6) of the daily, weekly or monthly fee and shall be payable at the end of the employment contract.

4. There shall be no entitlement to special payments for periods for which no remuneration is paid.

5. For calculation guidelines based on the actual amount of the fees including a calculation of the special payments and annual leave compensation see the websites of Film and Music Austria and "younion":

- [Calculation of fees \(wko.at\)](http://wko.at)

- [Fee calculator \(younionfilm.at\)](http://younionfilm.at)

Clause 13 Termination of the employment contract for important reasons (cause)

If, after commencement of shooting, an event for which the employer is not responsible and which is not in the employer's sphere of control prevents production of the contractual work, the employment contracts of all employees who have not yet rendered the contractually agreed work in whole shall, unless agreed otherwise, terminate automatically with effect from the time of occurrence of the event. In that case the employees shall be entitled to the contractual fee pro rata the work rendered.

Clause 14 Employee's inability to work

1. If, after commencement of the employment relationship, an employee is unable to work due to illness or accident, the relevant provisions of the Austrian Employees Act (Section 8 *AngG*) shall apply.

2. If an employee whose employment relationship is limited becomes unable to work prior to commencement of the work, the employer shall be entitled to rescind the contract 3 days after the employee's scheduled commencement of shooting with the effect that the contract shall be deemed not concluded.

3. In the case of an advised and subsequently evidenced occurrence of any of the following family matters the employee shall be granted time off with no reduction in the monthly fee as follows:

a) three (3) days if the employee gets married or registers a partnership;

b) two (2) days for changing homes if the employee has his or her own household or establishes his or her own household;

c) one (1) day for confinement of the wife, the partner or the registered partner

d) one (1) day for the wedding of a (step) sibling or biological, adopted, step or foster child;

e) three (3) days for the death of the spouse or registered partner;

f) three (3) days for the death of the partner, provided that he or she lived in the employee's household;

g) three (3) days for the death of a parent;

h) three (3) days for the death of a biological, adopted, step or foster child, provided that he or she lived in the employee's household;

i) one (1) day for the death of a biological, adopted, step or foster child if he or she did not live in the employee 's household and for the death of a (step) sibling, parent-in-law or grandparent.

4. In the cases of para 3(a) to (c) the above entitlement to time off must be granted in the form of company working days; however, they must be consumed in connection with the relevant event. In the case of para 3(d) the employee shall not be entitled to time off if the day of the wedding is a non-working day of the employee.

5. If the employee does not work due to an event of death as defined in para 3(e) to (i), the date of the funeral shall be included in the above number of days. If the date of the funeral is a non-working day, the employee shall not be entitled to time off in the case of para 3(i).

6. In the case of subparas (e) to (h) the employee shall only be granted time off for the remainder of the days of the above entitlement; however, it must be granted in the form of company working days, which must be consumed in connection with the relevant death.

7. If the employee does not work due to an event of death as defined in para 3 (e) to (i) and if the place of the funeral is away from the employee's area of residence, the employee shall be granted the necessary time off for travelling to and from the place of the funeral of a maximum of another day if travelling to and from the place of the funeral on the day of the funeral is not possible or cannot be expected of the employee and if the day of the funeral is not a non-working day anyway.

Clause 15 Death of the employee

1. If the employee's death is the reason for termination of the employment relationship and the employment relationship lasted longer than one (1) year, the fee shall be paid for the month in

which the employee has died and for the month following that month. If at the time of the employee's death the employment relationship lasted longer than 5 years, the fee shall be continued to be paid for the month in which the employee died and the two months following that month. If the employee was not entitled to remuneration at the time of his or her death or was entitled to a reduced fee only, the fee shall, with regard to the month in which the employee died and the subsequent months, be paid in full only for the remainder of the (parts of the) months from the date of death.

2. For the duration of continued payment of remuneration as defined in para 1 above the pro-rata portions of Christmas pay and holiday pay to which the employee is entitled shall be paid.

3. The employee's statutory heirs whom the decedent was required to support by law shall be entitled to the above.

4. If, in addition to the entitlement to continued payment of the fee as defined in paras 1 to 3, there is also an entitlement to severance pay pursuant to the *AngG*, only one of the claims may be asserted.

Clause 16 Annual leave

1. The employee shall be entitled to paid annual leave for each year of employment. Annual leave amounts to 30 working days in the case of less than 25 years of employment and shall be increased to 36 working days after the 25th year of employment. For the first six months of an employee's employment he or she shall be entitled to 2.5 working days per month of the employment relationship in which the employment relationship lasted longer than 16 calendar days; for months in which the employment relationship lasted less than 16 calendar days, he or she shall be entitled to a pro-rata number of days or hours.

If the annual leave entitlement cannot be consumed in kind, annual leave compensation of 10.41% of the daily, weekly or monthly fee shall be paid at the end of the employment relationship for each employment relationship, i.e. including those that lasted less than 16 calendar days.

For calculation guidelines based on the actual amount of the fee including a calculation of the special payments and annual leave compensation see the websites of Film and Music Austria and "younion":

- [Calculation of fees \(wko.at\)](http://wko.at)
- [Fee calculator \(younionfilm.at\)](http://younionfilm.at)

2. Annual leave compensation and special payments as defined in Clause 12 shall be stated separately.

3. Annual leave may be consumed in portions, of which one portion should last at least 3 weeks.

Clause 17 Business trips

1. Business trip means that, on the employer's order, the employee leaves his or her place of work for more than 3 hours.

2. Per diems and overnight allowance:

a) For the expenses incurred in connection with a business trip the employee shall, with the exception of the provisions of para 2(d) and (e), be entitled to a travel expense allowance consisting of per diems and an overnight allowance.

b) According to the Austrian Personal Income Tax Act [*Einkommensteuergesetz/ESTG*] employees shall be entitled to per diems in fractions for business trips lasting more than 3 hours but less than a working day and for the first and last day of business trips lasting several days, i.e. he or she shall be entitled to one twelfth (1/12) of the per diem for each commenced hour and to the full per diem for each full working day. This arrangement shall apply to an absence of 24 hours in each case.

c) If work is done outside the permanent establishment but within the place of work, the employee shall be entitled to the amount stated in table relating to Clause 8 (Allowances para

2) if the work lasts longer than 3 hours. The place of work shall be the territory of the municipality; the territory of the municipality of Vienna shall be districts 1 to 23.

d) Where no overnight expenses are incurred in connection with a business trip, no overnight allowance shall be payable.

e) If the employer provides reasonable meals during business trips within Austria, no per diem shall be payable. In the case of full-day work "reasonable meals" shall mean two meals, one of which should normally be a hot meal. Where possible, health-related dietary habits or other reasonable dietary preferences (e.g. vegetarian alternatives) should be taken into consideration.

f) For business trips abroad the tax-free daily rates shall be calculated in the same way as for business trips in Austria; separate tax-free cost rates for business trips abroad apply to different countries. For trips lasting more than 3 hours employees shall be entitled to one twelfth (1/12) of the relevant rate for business trips abroad for each commenced hour.

g) For business trips abroad breakfast will account for 15%, lunch for 30% and dinner for 25% of the per diem. The per diem shall be reduced accordingly. The meal requirements stated in Clause 17(e) shall apply *mutatis mutandis*, taking into account availability during work abroad.

3. Means of transport:

a) With regard to the choice of a means of transport the employee shall be bound by the employer's instructions.

b) For calculating periods of absence the time of departure/arrival of the means of transport used shall be decisive.

c) For use of a private motor vehicle on the employer's order employees shall be entitled to the official mileage allowance applicable from time to as laid down in the Austrian Travel Expenses Provisions [Reisegebühreuvorschrift]. For travel times using private motor vehicles or motor vehicles provided by the employer for job-related reasons after working times the employee shall be granted remuneration in the amount of the overtime pay.

4. Active and passive travel times:

a) Active travel times means travel times during which the employee works, e.g. driving a motor vehicle for job-related reasons. Active travel times shall be deemed working time for which the employee has to be remunerated. In cases of active travel time the maximum daily working time may be extended to a maximum of 12 hours if the work is rendered in the form of driving a vehicle upon instruction, unless it constitutes the employee's principal job.

b) Passive travel times means travel times during which the employee does not work, as is usually the case when travelling by train, bus or airplane or as a passenger of a motor vehicle. If there are sufficient opportunities for recreation, the daily rest period may be reduced.

- a. Use of a means of transport during passive travel time on the day prior to a shooting (arrival) or on the day after a shooting (departure) shall be considered travel time and shall be remunerated by the relevant allowances.
- b. For trips of more than three (3) hours use of a means of transport during passive travel time prior to and following normal working time shall, with respect to the additional hours, be considered working time for which the employee has to be paid; for trips of less than three (3) hours it shall be considered travel time and must be remunerated by the relevant allowances.
- c. Use of a sleeping car of a train as a means of transport during passive travel time shall always be considered travel time and must therefore be remunerated by the relevant allowances; in this case the daily rest period may be reduced in any case.

5. Special regulations in the case of illness, accident or death:

a) If a close relative (spouse, partner, biological, adopted, step or foster child or parent) dies, the related travel expenses shall be treated in the same way as business trip expenses.

b) In the case that an employee falls ill abroad the provisions of the Austrian Act on General Social Security [*Allgemeines Sozialversicherungsgesetz/ASVG*] or of relevant bilateral social security treaty shall apply. If close relatives as defined in subpara (a) so request, the employer shall, subsidiary to any obligations of third parties (e.g. an insurance company), bear the costs

of return transport and, if requested to do so (subpara (a)), provide administrative support for the return transport.

c) Where the employee faces specific risks at the destination due to war, natural disasters or political unrest he or she shall, except in the case of Clause 4 para 4, be entitled to discontinue the business trip in agreement with the employer, where possible.

d) Claims for reimbursement due to events as defined in subparagraphs (a) to (c) shall be assigned up to the amount of the expenses borne by the employer upon the employee's or his or her surviving dependants' request.

6. Claiming of travel expenses:

Costs of means of transport, overnight expenses or special expenses which the employee necessarily incurs shall be reimbursed against presentation of the original receipts within a reasonable period of time after immediate submission of the claim. Claims shall be considered submitted within a reasonable period of time if they are submitted by the end of the calendar month following the business trip. Claims to reimbursement of expenses shall become forfeited if they are not submitted within 2 months of the end of the reasonable period.

Clause 18 Rights to the cinematographic work

1. Unless agreed otherwise by individual contract and notwithstanding the exceptions described below, the employee shall grant the employer an unrestricted right to use the works created in performance of his or her job duties and/or to the work rendered by him or her for distribution in all known and unknown types of use and in any technical process, except for statutory entitlements to remuneration and participation, which right shall be unlimited in terms of contents, time and territory.

2. Upon conclusion of the contract the employee shall notify the employer of the rights and copyright entitlements to remuneration and participation which the employee transferred to third parties, in particular performing rights societies, prior to conclusion of the contract, and warrant that in the case of distribution of the film no payments will have to be made by the employer as a result of rights or entitlements of the employee and that the distribution as

described in para 1 will not be impeded. The employee shall indemnify and hold harmless the employer in this respect and warrants, to the extent necessary, that the rights and entitlements will first be transferred back to the employer from the relevant third party.

3. Right to be credited. If opening or closing credits are produced, the director(s), cameramen/camerawomen, production designers, music and sound recorders (Tonmeister), editors, make-up artists and costume designers shall be entitled to be credited. If crediting is not common with a certain type of distribution, the above need not be complied with. The employer shall not be liable for third parties' failure to produce or include someone in the credits.

4. During shootings sound and video recordings may only be made upon the employer's written consent.

Clause 19 Workshop projects

1. Workshop projects are in-house productions in the form of a short or feature-length film (feature film or feature-length documentary). International (including Austria) coproductions and commissioned films shall be excluded from submission as a workshop project. Workshop projects may be film projects which are funded as projects of young filmmakers or innovation projects in the context of film funding and where it is ensured that the projects can be produced in perfect quality. The applicant's qualification shall be assessed with respect to the size of the project.

2. Films by young filmmakers may be submitted as workshop projects if they serve the purpose of training or continuing education of employees. Film by a young filmmaker means the first or second film where a director is solely responsible for directing the film and where at least two or, in the case of feature-length documentaries, one junior employee from the creative sector is/are part of the crew. The term creative sector includes direction, camera, editing, sound, costume (feature films only) and make-up (feature films only).

3. Where feature-length films are concerned, only workshop projects the total production cost of which does not exceed EUR 1.57 million may be submitted.

4. In the case of workshop projects accepted by the parties to the Collective Bargaining Agreement, the total production cost of which is EUR 1.22 million or less, the weekly fees may be reduced to EUR 482.41 for a normal working time of 40 hours and to EUR 668.14 for project-related employment contracts as defined in Clause 7. If the total production costs are between EUR 1.22 million and EUR 1.57 million, a reduction of the minimum fee rates applicable from time to time to not more than 50% of the relevant fee rate shall be permitted. The fees do not include pro-rata special payments or annual leave compensation, which must therefore be taken into account. The Collective Bargaining Agreement applicable at the time of application or at the time of production/shooting shall be applicable.

5. The funding application must be filed with the funding institutions in time for the funding institutions to be able to check the calculation prior to applying for the project to be recognised as a workshop project.

6. The parties to the Collective Bargaining Agreement shall be responsible for recognising a film project as a workshop project. The application for recognition must be filed before shooting commences. The necessary project documents must be submitted to the parties to the Collective Bargaining Agreement in time, i.e. usually 6 weeks before shooting commences. The final recognition of the workshop projects takes place after funding has been granted and shall be published by the parties to the Collective Bargaining Agreement in an appropriate form.

7. If, in the course of production circumstances occur which stand in the way of the project being recognised as a workshop project, the parties to the Collective Bargaining Agreement shall be notified immediately. In the course of or after production the parties to the Collective Bargaining Agreement must be given the opportunity to check whether the requirements have been fulfilled. Where a project has its status as a workshop project revoked in the worst case the fees defined in the Minimum Fee Tables of the Collective Bargaining Agreement for Film Professionals including the social security contributions may have to be paid in the case of a severe violation of the above provisions.

Clause 20 Arbitration commission

1. Before resorting to the courts of law or government authorities a commission to be staffed by both parties equally and by 3 persons each must be asked to deal with negotiations on a

reform of or amendment to the Collective Bargaining Agreement following termination of the same and with resolution of disputes over general legal issues resulting from the interpretation and application of the Collective Bargaining Agreement.

2. The commission may be called upon by both parties and should meet timely after learning of the fact that it has been called upon.

3. The commission shall alternately be chaired by a representative of either party.

4. Decisions shall be made by simple majority.

5. The commission shall make its decision within a period of two months of having been called upon.

6. Experts may be called in as advisors.

Clause 21 Final and transitional provision

This Collective Bargaining Agreement and the Minimum Fee Tables relating to Clause 8 shall enter into force on 1 January 2023. Upon entry into force of this Collective Bargaining Agreement the 2022 Collective Bargaining Agreement shall cease to be in force.

**) For the rest reference is made to the job profiles available online on the websites of the "younion" trade union and the "Film and Music Austria" trade association.*

- [Job profiles as defined in the Collective Bargaining Agreement for Filmmakers \(wko.at\)](#)
- [Filmmaker job profiles \(younionfilm.at\)](#)

"FILM AND MUSIC AUSTRIA" TRADE ASSOCIATION

Chairman of the Association

Alexander Dumreicher-Ivanceanu

Managing director:

Markus Deutsch

Chairwoman of the Collective Bargaining Agreement for Film Professionals Team

Viktoria Salcher

**FOR THE AUSTRIAN TRADE UNION FEDERATION [ÖSTERREICHISCHER
GEWERKSCHAFTSBUND/ÖGB]**

YOUNION_DIE DASEINSGEWERKSCHAFT

Office for Collective Bargaining Agreements and Humanisation

Maria-Theresienstrasse 11, 1090 Vienna

Management

Chairperson

Christian Meidlinger

Deputy chairperson

Angela Lueger

Allowances

1. Per diem/overnight allowance:

The official tax-free flat rates for per diems and overnight allowance shall apply.

Per diem.....EUR 26.40

Overnight allowance EUR 15.00

2. Work of more than three (3) hours off the business premises within the municipality:

EUR 15.40*)

3. Mileage allowance:

The official mileage allowance applicable from time to time shall apply.

**) Film and Music Austria and younion have agreed on allowances of EUR 15.40 for work of more than three (3) hours off the business premises in the municipality; this amount shall continue to apply for as long as the official tax-free flat rates for per diems and overnight allowance remain unchanged and will only have to be renegotiated in the event of a change.*

Minimum Fees

Minimum Fees in EUR effective from 1 January 2023

	Weekly fee based on the normal working time of 40 hours	Daily fee as defined in Clause 8 para 1 (1/4 of the weekly fee)	Daily fee as defined in Clause 8 para 1 2nd sentence (1/5 of the weekly fee)
Director (free agreement)	0.00	0.00	0.00
Assistant director	1,087.21	271.80	217.44
Line producer I 1)	1,892.39	473.10	378.48
Line producer II 2)	1,156.85	289.21	231.37
Production manager 1)	1,799.89	449.97	359.98
Production manager 2)	1,138.87	284.72	227.77
Unit manager 1)	1,061.38	265.35	212.28
Unit manager 2)	963.50	240.88	192.70
Set manager	857.92	214.48	171.58
Music recording manager	1,040.04	260.01	208.01
TV producer (free agreement)	0.00	0.00	0.00

Production accountant	1,108.55	277.14	221.71
Production assistant	671.34	167.83	134.27
Continuity/Script (Script Supervisor)	766.70	191.68	153.34
Dialogue director	1,874.70	468.67	374.94
Camera I 1)	2,639.54	659.89	527.91
Camera II 2)	1,924.94	481.24	384.99
Camera III 3)	1,454.44	363.61	290.89
Camera operator	1,087.21	271.80	217.44
1st Assistant camera	1,061.38	265.35	212.28
2nd Assistant camera	808.18	202.05	161.64
Camera operator	1,087.21	271.80	217.44
Team assistant (ENG team)	981.13	245.28	196.23
Production coordinator	788.97	197.24	157.79
Post-production coordinator	947.30	236.83	189.46
Digital image technician (DIT)	947.30	236.83	189.46
Data wrangler	663.11	165.78	132.62
Editor	1,156.85	289.21	231.37
Assistant editor	755.09	188.77	151.02
Sound editor	867.64	216.91	173.53
Sound designer	1,156.85	289.21	231.37
Prop master	952.87	238.22	190.57
Standby prop	881.66	220.41	176.33
Costume designer	1,247.20	311.80	249.44
Assistant costume designer	873.04	218.26	174.61
Set costumer	743.59	185.90	148.72
Make-up artist, hair stylist	1,156.85	289.21	231.37
Assistant set costumer, make-up artist and prop hand	581.11	145.28	116.22
Music and sound recorder I 4)	1,614.55	403.64	322.91
Music and sound recorder II	1,286.27	321.57	257.25

Assistant music and sound recorder, video engineer, primary audio engineer	1,015.33	253.83	203.07
Production designer	1,301.02	325.25	260.20
Assistant production designer	976.60	244.15	195.32
Construction manager, gaffer	968.69	242.17	193.74
Stage, light	675.81	168.95	135.16
Production driver	496.75	124.19	99.35
Media professional 5)	738.07	184.52	147.61
Film temp 6)	455.36	113.84	91.07
Workshop project (Clause 19 Collective Bargaining Agreement)	513.77	128.44	102.75

	Weekly flat fee as defined in Clause 7	Monthly fee in the first year of work	Monthly fee in the second year of work	Monthly fee in the third year of work
Director (free agreement)	0.00	0.00	0.00	0.00
Assistant director	1,505.79	2,824.58	3,059.97	3,295.35
Line producer I 1)	2,620.95	4,916.42	5,326.12	5,735.82
Line producer II 2)	1,602.24	3,005.50	3,255.96	3,506.42
Production manager 1)	2,492.85	4,676.12	5,065.80	5,455.47
Production manager 2)	1,577.34	2,958.79	3,205.36	3,451.93
Unit manager 1)	1,470.01	2,757.47	2,987.25	3,217.04
Unit manager 2)	1,334.45	2,503.18	2,711.78	2,920.37
Set manager	1,188.21	2,228.86	2,414.60	2,600.34
Music recording manager	1,440.46	2,702.04	2,927.21	3,152.38
TV producer (free agreement)	0.00	0.00	0.00	0.00
Production accountant	1,535.34	2,880.01	3,120.02	3,360.02
Production assistant	929.80	1,744.13	1,889.47	2,034.82

Continuity/Script (Script Supervisor)	1,061.88	1,991.89	2,157.88	2,323.87
Dialogue director	2,596.46	4,870.47	5,276.34	5,682.21
Camera I 1)	3,655.77	6,857.53	7,428.99	8,000.46
Camera II 2)	2,666.05	5,001.01	5,417.76	5,834.51
Camera III 3)	2,014.40	3,778.64	4,093.52	4,408.41
Camera operator	1,505.79	2,824.58	3,059.97	3,295.35
1st Assistant camera	1,470.01	2,757.47	2,987.25	3,217.04
2nd Assistant camera	1,119.34	2,099.66	2,274.64	2,449.61
Operating cameraperson	1,505.79	2,824.58	3,059.97	3,295.35
Team assistant (ENG team)	1,358.86	2,548.97	2,761.38	2,973.80
Production coordinator	1,092.73	2,049.75	2,220.56	2,391.37
Post-production coordinator	1,312.02	2,461.09	2,666.19	2,871.28
Digital Image Technician (DIT)	1,312.02	2,461.09	2,666.19	2,871.28
Data Wrangler	918.41	1,722.77	1,866.33	2,009.89
Editor	1,602.23	3,005.49	3,255.95	3,506.41
Assistant editor	1,045.80	1,961.72	2,125.20	2,288.67
Sound editor	1,201.68	2,254.12	2,441.96	2,629.80
Sound designer	1,602.23	3,005.49	3,255.95	3,506.41
Prop master	1,319.72	2,475.55	2,681.85	2,888.15
Standby prop	1,221.09	2,290.54	2,481.42	2,672.30
Costume designer	1,727.37	3,240.21	3,510.23	3,780.25
Assistant costume designer	1,209.16	2,268.15	2,457.16	2,646.17
Set costumer	1,029.88	1,931.86	2,092.84	2,253.83
Make-up artist, hair stylist	1,602.23	3,005.49	3,255.95	3,506.41

Assistant set costumer, make-up artist and prop hand	804.83	1,509.72	1,635.53	1,761.34
Music and sound recorder I 4)	2,236.15	4,194.60	4,544.15	4,893.70
Music and sound recorder II	1,781.49	3,341.74	3,620.22	3,898.70
Assistant music and sound recorder, video engineer, primary audio engineer	1,406.23	2,637.82	2,857.64	3,077.45
Production designer	1,801.91	3,380.04	3,661.71	3,943.38
Assistant production designer	1,352.59	2,537.21	2,748.64	2,960.07
Construction manager, gaffer	1,341.63	2,516.66	2,726.38	2,936.10
Stage, light	935.99	1,755.74	1,902.05	2,048.37
Production driver	688.00	1,290.56	1,398.11	1,505.65
Media professional 5)	1,022.23	1,917.52	2,077.31	2,237.10
Film temp 6)	630.68	1,183.03	1,281.61	1,380.20
Workshop project (Clause 19 Collective Bargaining Agreement)	711.57			

1) Camera I: Fictional films for use in cinema and television; cinema-like and television-like fictional films for online use, and commercials

2) Camera II: (Feature-length) Documentaries and for distribution in cinemas, on television and non-linear media (VOD), ENG team

3) Camera III: Business films, image films and educational films

4) To be classified into the "Music and sound recorder I" job group a minimum job experience of 15 years as a "Music and sound recorder II" is required.

5) applies only to business films, image films and educational films

6) Employees without specific education and training doing schematic or mechanical work, in particular simple auxiliary work of a manual nature, or employed in businesses of the film industry for assessing their professional suitability for filmmaking tasks.

Source:<https://www.wko.at/service/kollektivvertrag/kollektivvertrag-filmschaffende-filmberufe-2023.html>