



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Better Man Productions Pty Ltd
(AG2022/662)

BETTER MAN PRODUCTIONS PTY LTD (ABN 66 647 448 922) CREW ENTERPRISE AGREEMENT 2022

Broadcasting and recorded entertainment industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 24 MARCH 2022

Application for approval of the Better Man Productions Pty Ltd (ABN 66 647 448 922) Crew Enterprise Agreement 2022.

[1] Better Man Productions Pty Ltd has applied for approval of a single enterprise agreement known as the *Better Man Productions Pty Ltd (ABN 66 647 448 922) Crew Enterprise Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about whether the pre-approval requirements were met and whether the Agreement passes the “better off overall” test. Further information was provided in relation to these concerns.

[3] The relevant employees were notified of the time and place of the vote on the day that was six (and not seven) clear days before the commencement of the vote, contrary to the requirement at s.180(3). Of 113 employees covered by the Agreement, 63 cast a vote and 59 voted to approve the Agreement. In the circumstances and having regard to the decision in *Huntsman Chemical Company Australia Pty Limited t/a RMAX Rigid Cellular Plastics and Others*¹, I am satisfied that:

- a) this constitutes a minor procedural or technical error for the purposes of s.188(2)(a); and
- b) the employees to be covered by the Agreement were not likely to have been disadvantaged by this error.

[4] Accordingly, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

¹ [2019] FWCFB 318.

[5] Noting clause 1.5 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[6] On the basis of the material contained in the application and related materials, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[7] The Media, Entertainment and Arts Alliance, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[8] The Agreement was approved on 24 March 2022 and, in accordance with s.54, will operate from 31 March 2022. The nominal expiry date of the Agreement is 31 December 2022.



DEPUTY PRESIDENT

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Better Man Productions Pty Ltd (ABN 66 647 448 922)

Crew Enterprise Agreement 2022

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1. Application and Operation of Agreement

Title

- 1.1 This Enterprise Agreement is called the Better Man Productions Pty Ltd (ABN 66 647 448 922) Crew Enterprise Agreement 2022.

Term

- 1.2 This Agreement will operate from seven days after the approval of the Agreement by the FWC and expire on 31 December 2022.

Scope of Agreement

- 1.3 This Agreement applies to:
- (i) Better Man Productions Pty Ltd (ABN 66 647 448 922));
 - (ii) all production crew employees employed by the Employer to work on the Production and whose contract of employment is based in Australia, excluding producers, writers, performers, stunt performers, doubles, stand-ins and extras; and
 - (iii) the Media, Entertainment & Arts Alliance (*MEAA*).

Relationship with Other Awards/Agreements

- 1.4 This Agreement will regulate the minimum rates of pay and conditions of employment of Employees engaged under this Agreement in the place of and to the exclusion of any other collective agreement under the Act and any award (including the Broadcasting, Recorded Entertainment and Cinemas Award 2020 (BRECA)), any notional agreement preserving a state award or other federal award as amended, replaced or superseded from time to time that might otherwise have application to the employment of the Employees.
- 1.5 The National Employment Standards (NES) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where a term of this Agreement conflicts with a term in the NES, the more favourable provision to the Employee shall apply.

2. Definitions and Interpretation

Act means the Fair Work Act 2009, as amended.

Call means an instruction after employment of the Employee by the Employer to report for work at a place at a definite time and date.

Casual Employee means a person engaged on an as required basis who is not a full time or part time Employee.

Classifications means the classifications set out at Schedule A.

Continuous Hours means 10 hours from general crew Call time to camera wrap with no designated meal breaks.

Daily Rate means, in the case of an Employee engaged casually, the employee's wage for the contracted hours on a day, exclusive of any additional overtime or loadings unless specified.

Distant Location means a location more than 30km away from either the GPO of the capital city in which the Employer's usual place of business is based or the studio that is nominated as the Production base and where Employees are accommodated overnight away from their usual place of residence during the Production. Only one studio shall be nominated as the Production base for each Production.

Employee means an employee of the Employer falling under the scope set out at Clause 1.3 (ii).

Employer means **Better Man Productions Pty Ltd** (ABN 66 647 448 922)

Flat Fee Employee means an Employee

(a) in one of the following positions: Unit Production Manager, Production Manager, Production Supervisor, Financial Controller, Production Accountant, First Assistant Director, Production Designer, Supervising Art Director, Art Director, Stills Photographer, Construction Supervisor, Supervising Location Manager (HOD), Director of Photography – main unit, Director of Photography – 2nd unit, Costume Designer, Costume Supervisor, Stunt Coordinator, Assistant Stunt Coordinator, Transport Manager, Editor, Post Production Supervisor, SFX Supervisor, VFX Supervisor and VFX Producer; and

(b) whose fee is at least equal to the relevant minimum rate set out in Schedule A.

FWC means the Fair Work Commission.

Hourly Rate means:

- (a) in the case of Employees engaged on a 50 hour week, the Employee's Weekly Rate divided by 55;
- (b) in the case of Employees engaged on a 38 hour week, the Employee's Weekly Rate divided by 38;
- (c) in the case of Employees engaged part time, the Employee's part-time rate divided by the number which is the sum of the number of days of employment in the Employee's part time week multiplied by 8 or 11, as applicable, depending on whether the Employees is engaged on an 8 hour or 10 hour day respectively;
- (d) in the case of Employees engaged on a 10 hour day, the Employee's Daily Rate divided by 11;
- (e) in the case of Employees engaged on an 8 hour day or less, the Employee's Daily Rate divided by the number of hours for which he or she is engaged.

MEAA means the Media, Entertainment and Arts Alliance.

NES means the National Employment Standards.

Non Set Employee means an Employee who is not required to commence work with the shooting crew on set at a time nominated on the call sheet including: workshop (non-set SFX, costume, vehicles, construction), non-set rigging crew (grips and lighting), non-set art department (swing gang etc).

Ordinary hours means 38 hours worked per week by a full-time employee exclusive of any scheduled or unscheduled overtime.

Overtime means time worked at the direction of the Employer in excess of ordinary hours. Overtime may be contracted in advance.

On-Set Employee means any Employee who is part of the shooting crew on set or is required to commence work with the shooting crew on set nominated on the call sheet including, if required: hair and makeup, on-set costume.

Production means the Employer's production currently entitled "Better Man".

Serious Misconduct is defined in Regulation 1.07 of the Fair Work Regulations 2009, as amended, and includes the following:

- (a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct of the Employee that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.
- (c) the Employee, in the course of the Employee's employment, engaging in theft, fraud, or assault;
- (d) the Employee being intoxicated at work;
- (e) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Term means the period of time specified in Clause 1.2.

Turnaround means the work breaks described in Clauses 13.1 – 13.4.

Unit Production Manager means the person holding that title in the crew list for the Production published by the Employer.

Week Day means any 5 consecutive days from Monday to Sunday.

Weekly Rate means the negotiated rate for the Employee's contracted weekly hours exclusive of any applicable uncontracted overtime or loadings unless specified or, in the case of Flat Fee Employees, their five-day flat fee.

3. Employment Contracts and Hours of Work

Types of Employment Contracts

- 3.1 A Full Time Employee means a person engaged by the week to work 38 ordinary hours per week, and who may be contracted to work scheduled overtime on any one of the following bases:
 - (a) 7.6 hours per day, 5 days per week (38 hours)
 - (b) 10 hours per day, 5 days per week (50 hours)
 - (c) 12 hours per day, 5 days per week (60 hours)
- 3.2 A Part-time Employee means a person engaged on a weekly basis for less than 38 hours per week. Part-time employees accrue entitlements on a pro-rata basis and are entitled to a minimum engagement of 4 hours on any day or shift.
- 3.3 A Casual Employee means a person engaged on a daily basis.
 - (a) Casual employees are entitled to a minimum of 10 hours' work, except for (i) hair and makeup casuals where the minimum call will be 5 hours; and (ii) casuals engaged at distant locations or in the transport departments, where the minimum call will be 4 hours.

- (b) A Casual employee must be paid an additional 25% loading on the relevant minimum rate of pay set out in Schedule A for all hours worked.
- 3.4 A Flat Fee Employee is contracted for a five-day week on a flat fee arrangement that does not specify a minimum number of hours.
- (a) Additional payments for 6th and 7th days will be negotiated between the Employee and the Unit Production Manager.
 - (b) Flat fee employees are not entitled to overtime or night loadings.
- 3.5 Unpaid work experience and internships will only be engaged during the production if they form a mandatory part of an education or training course.

These arrangements will only be considered if:

- (a) Undertaken as a requirement of an Australian based educational or training course; and
- (b) Authorised under a law or an administrative arrangement of the Commonwealth, a State or Territory.

Standard Working Week

- 3.6 The standard working week for Employees will be 5 days within a 7 day period, Monday to Sunday. These days are to be rostered and worked consecutively unless exceptional circumstances apply, such as location availability, illness of key personnel, extreme weather.

Extended Working Week

- 3.7 The Employer will endeavour to balance the reasonable and legitimate needs of production with the health, safety and welfare considerations of Employees, including their family responsibilities.
- 3.8 An Employee may be required to work reasonable overtime on a sixth day in any week in any of the following circumstances:
- (a) Where work is performed on a bona fide location away from home;
 - (b) Rescheduling due to unexpected unavailability of lead cast or other key elements of the Production;
 - (c) Sickness and/or injury of key cast;
 - (d) Rescheduling or scheduling to meet an urgent delivery date or in circumstances where delays during production or location scheduling issues were unforeseen at the commencement of principal photography;
 - (e) Where the production involves a total engagement of 4 weeks or less;
 - (f) Where work is performed in a Capital City and the extended working week is required no more than one week in six;
 - (g) Circumstances beyond the reasonable control of the Employer; or

Provided that in the circumstances of (a), (e) or (f), Employees may be contracted for six day working weeks in advance of production.

Work on a Friday Night

3.9 During principal photography, general crew call on a Friday, being the last day of a 5 day filming week, Monday to Friday, may be no later than 3pm Friday, unless required for location, script or actor scheduling reasons.

4. Continuous Hours

- 4.1 An On-Set Employee may be required to work Continuous Hours as elected by the Employer in accordance with this clause.
- 4.2 Employees will be notified of the decision to work Continuous Hours no later than the later of the notification of the call time for the day or the end of work on the previous day.
- 4.3 Where Continuous Hours are worked on any day by an On-Set Employee, Clauses 13.5 – 13.10 of this Agreement shall not apply to the On-Set Employee provided that the following conditions are met:
- (a) Meal and rest breaks are to be provided to Employees where possible.
 - (b) The Employer shall provide adequate facilities such as seating, toilets, and washing facilities in the immediate vicinity of the set for the duration of the day.
 - (c) A nurse is to be available to all crew as required.
 - (d) The Employer shall provide the Employee with a reasonable hot breakfast (meaning a meal appropriate for the time of day), prior to general crew call time (i.e. unpaid meal break prior to the commencement of the 10 day hour day).
 - (e) The Employer shall ensure that substantial craft services (which shall mean nutritious food, e.g. buffet, sandwiches, cheese, bread rolls and spreads, fresh fruit, yoghurt, tea/coffee/ juices) are available to the Employee for extended periods from general crew call time until camera wrap.
 - (f) Subject to paragraph (g) below, overtime will be payable in accordance with this Agreement except where camera wrap is not at the end of the 10th hour, in which case, time from the beginning of the 11th hour until camera wrap will be paid at 3 times the Hourly Rate.
 - (g) An additional 18 minute grace period may be called prior to the completion of the 10th hour, to start at the beginning of the 11th hour. The grace period shall be used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Where the grace period applies, normal overtime rates will be payable. If the grace period ends before camera wrap, then time from the beginning of the 11th hour until camera wrap will be paid at three times the Hourly Rate.

5. Overtime & Loadings

General

- 5.1 An Employee may be required to work reasonable Overtime in addition to his or her contracted hours of work. Such Overtime must be authorised by the Unit Production Manager or his/her delegate and only authorised Overtime will be paid.

- 5.2 It is understood that, in keeping with industry practice, employees may have agreed to work additional hours. In some circumstances, the working of additional hours may be unreasonable having regard to section s62(3) of the Fair Work Act, in which case an employee may refuse to work unreasonable additional hours, and will raise this matter with their supervisor.
- 5.3 Overtime shall be calculated and paid in six minute increments.
- 5.4 Where overtime is worked on any day on which ordinary hours are not worked, payment will be as for a minimum of four hours worked.

Daily Overtime

- 5.5 Time worked on any Week Day in excess of 8 hours shall be paid at 1.5 times the Hourly Rate for the first four hours (i.e. up to the end of the 12th hour); then at 2 times the Hourly Rate for the next two hours (i.e. for the 13th and 14th hours); and at 3 times the Hourly Rate thereafter (i.e. from the beginning of the 15th hour).

Sixth Day Overtime

- 5.6 Overtime worked on the sixth day, shall be paid at 1.5 times the Hourly Rate for the first eight hours; then at 2 times the Hourly Rate for the next six hours (i.e. up to the end of the 14th hour); and at 3 times the Hourly Rate thereafter (i.e. from the beginning of the 15th hour).

Seventh Day Overtime

- 5.7 Time worked on a seventh day, is paid at 2 times the Hourly Rate for the first thirteen hours; and at 3 times the Hourly Rate thereafter (i.e. from the beginning of the 14th hour).

Night Loadings

- 5.8 A Non Set Employee called to work between 6:00am and 8:00pm will be entitled to an additional 10% pay loading for all time worked between 8:00pm and 6:00 am.
- 5.9 A Non Set Employee called to work between 8:00pm and 4:00am will be entitled to an additional 20% pay loading for all time worked.
- 5.10 A Non Set Employee called to work between 4:00am and 6:00am will be entitled to an additional 20% pay loading for all time worked until 6:00am.
- 5.11 Night loading is calculated on the Hourly Rate and is in addition to any Overtime payment that may be applicable.

6. Minimum Rates of Pay

- 6.1 The minimum rates of pay for Employees are set out in Schedule A for the roles performed by Employees.
- 6.2 The minimum rates will increase by 2% from 1 July every year of the Term.
- 6.3 The Employer recognises that in some cases, the Employee's Weekly Rate or Daily Rate will comprise the relevant minimum rate and a negotiated personal margin commensurate with the Employee's experience, level of responsibility or particular expertise. The annual increases to the minimum rates will not be absorbed into the personal margin negotiated for this Production.

7. Employment Contracts

All Employees shall be provided with a written contract as soon as possible and not less than the day of commencement of employment. The contract does not form part of this Agreement.

8. Payments to Employees

- 8.1 The Employer will pay Employees by electronic funds transfer in weekly instalments in arrears.
- 8.2 All Employees will receive a payslip within one working day of their pay day, even when they are on leave. Payslips will specify:
- (a) The name of the Employee, Employer and the Employer's Australian Business Name (ABN);
 - (b) The date of payment and the pay period;
 - (c) The gross and net pay, including the Employee's personal margin, if applicable;
 - (d) Loadings, allowances, bonuses, incentive-based payments, penalty rates or other paid entitlements that can be singled out;
 - (e) Annual leave balances;
 - (f) If the Employee is paid an hourly rate – the ordinary hourly rate, the number of hours worked at that rate and the amount at that rate;
 - (g) If the Employee is paid an annual rate (salary), the rate as at the last day in the pay period;
 - (h) Any deductions from the Employee's pay, including the amount and details of each deduction, the name and number of the fund the deduction was paid into;
 - (i) Any superannuation contributions paid for the Employee's benefit, including the amount of the contributions made during the pay period (or the amount of contributions that need to be made) and the name and number of the superannuation fund the contributions were made to.
- 8.3 Nothing in this clause is intended to affect the right of the Employer to deduct payment for any day or part thereof where an Employee cannot be usefully employed because of any strike, ban on work, or any other stoppage, force majeure event or interruption of work beyond the control of the Employer.
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9. Superannuation

- 9.1 The Employer will contribute on behalf of the Employee to the superannuation fund nominated by the Employee, the appropriate statutory contribution required under the Commonwealth Superannuation Guarantee (Administration) Act 1992.
- 9.2 The default superannuation fund will be MediaSuper.
- 9.3 The Employer will make superannuation contributions calculated on the Employee's Weekly Rate or Daily Rate, as appropriate.

10. Termination of Employment

- 10.1 Employees engaged under this Agreement as full time or part-time Employees may have their employment terminated:
- (a) Immediately by written notice if the Employee for any act of dishonesty or any act reasonably termed as Serious Misconduct; or
 - (b) by written notice in accordance with the NES if the Production is unable to proceed for reasons beyond the control of the Employer including but not limited to sickness/injury/death of key members of the Production; or
 - (c) on the provision of one week's written notice or one week's payment in lieu of notice or such higher amount of notice as set out in the NES.
- 10.2 Employees engaged under this Agreement as Casual Employees may have their employment terminated immediately on notice, with or without cause.
- 10.3 Termination of employment in all other circumstances may be effected by either party by the provision of notice in accordance with the NES.

Cancellation and Postponement - Casual Employees

- 10.4 If a casual Employee who is booked to work is cancelled or postponed less than 24 hours before the day on which he or she had been booked to work, the Employee will be paid the agreed Daily Rate.

11. Commencement Hours and Place of Call

- 11.1 Hours of work shall commence at the nominated place of Call as determined by the Employer.
- 11.2 For the purposes of this Agreement, a nominated place of Call shall mean a place, nominated by the Employer, within 30 kilometres of either the GPO of the capital city in which the Employer's usual place of business is based, or the studio that is nominated as the Production base or in the case of a Distant Location, within 20 kilometres of the Employee's accommodation provided by the Employer. Only one studio shall be nominated as the Production base for each Production.

12. Call Times

Employees will be notified at the end of each day's work of the start time for the next day's work.

13. Breaks

Turnaround

- 13.1 An Employee who is required to work on consecutive days is entitled to a minimum rest period of 10 consecutive hours from the time he/she is released on one day to their re-commencement of work.
- 13.2 In the case of a single day off, the Employee shall receive a minimum rest period of 34 hours from the time he/she is released on one day to their recommencement of work.

- 13.3 Where the turnaround prescribed in 13.1 or 13.2 is not provided, the Employee shall be paid at 3 times the Hourly Rate for the period of the shortfall in lieu of the payment otherwise applicable.
- 13.4 The Employer will use its reasonable endeavours to provide two consecutive days off per week where a five-day week is contracted.

Meal Breaks

- 13.5 Meal breaks shall not be less than half an hour and not more than one hour. Meal breaks shall not be considered work time.
- 13.6 The Employee's first meal period shall commence within 6 hours following the first call of the day; succeeding meal periods for the same Employee shall commence within 6 hours after the end for the preceding meal period.
- 13.7 A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled or automatic nor is it intended for everyday use. The 12 minute grace period may not be utilised when the meal period has been extended as permitted by Clause 13.8.
- 13.8 The meal interval may be extended one half hour without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved.
- 13.9 The delayed meal break penalties are:
- (a) \$10 first half hour meal delay or fraction thereof;
 - (b) \$10 second half hour meal delay or fraction thereof;
 - (c) \$10 third and succeeding one half hour meal delay or fraction thereof.
- 13.10 If any Employee after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be 6 hours after such breakfast, except that when such breakfast is given within 1 hour of the general crew call (either before or after) the first meal for such Employee shall be due at the same time as a meal is due for the general crew. A "reasonable hot breakfast" means a meal appropriate to the time of day.
- 13.11 All Employees will be provided with reasonable opportunities during production to access clean amenities and stocked kitchen facilities (including tea, coffee, fruit, cold drinks and ingredients for making nutritious sandwiches).
- 13.12 Outside meals, Employees on set will be provided with tea/coffee, water and other cold drinks, fruit and other nutritious snacks.
- 13.13 When the Employer furnishes meals to a shooting unit off any lot (e.g. Fox Studios Australia, Village Roadshow Studios, Adelaide Studios or Docklands Studios Melbourne), and Non Set Employees are working on the same site on the same schedule for the same unit, the Employer will likewise furnish meals to the Non Set Employees.

14. Personal/Carer's and Compassionate Leave

- 14.1 An Employee, other than a Casual, who is sick or injured or has an unexpected emergency, or who needs to care for an immediate family or household member who is sick, injured or has an unexpected emergency, is entitled to paid personal/carers' leave.

- 14.2 A full-time Employee is entitled to 10 days' personal/carer's leave per year that accrues progressively and accumulates from year to year. A part-time employee accrues personal/carer's leave on a pro rata basis.
- 14.3 An Employee, other than a Casual, is entitled to paid compassionate leave if a member of his or her immediate family dies or has an injury or illness that poses a serious threat to his or her life.
- 14.4 A full-time or part-time Employee is entitled to up to two days of paid compassionate leave per occasion.
- 14.5 Payment for personal/carer's leave or compassionate leave is calculated on the basis of the Employee's contracted hours for the period of leave.
- 14.6 A casual Employee, or a full time Employee who has used up or not accrued sufficient paid leave entitlements, is entitled to up to two days of unpaid carer's and compassionate leave on the same basis as 14.1 and 14.3 respectively.
- 14.7 Where practicable, an Employee may be required to provide a medical certificate or statutory declaration to support that their absence is reasonable due to illness or injury.
- 14.8 An Employee who is absent from work due to sick leave, carer's leave, or compassionate leave must notify the Employer as soon as possible.
- 14.9 An Employee is not entitled to payment for absence while he or she is receiving paid worker's compensation.

15. Annual Leave

- 15.1 A full-time Employee accumulates four weeks of annual leave for each year of service that accrues progressively and accumulates from year to year. An Employee's payment while on annual leave is calculated on the basis of his or her Weekly Rate. A part-time Employee accrues annual leave on a pro rata basis.
- 15.2 Annual leave that is accrued but not taken will be paid at the end of the period of engagement.
- 15.3 The entitlements under this clause do not apply to any Casual Employee.
- 15.4 Where an Employee works on Sundays and/or public holidays as part of their ordinary rostered hours of work, the Employee must be allowed additional annual leave as follows:

Number of days worked	Additional leave
Not less than 6 days or more than 8 days	1 day
Not less than 9 days or more than 11 days	2 days
Not less than 12 days or more than 14 days	3 days
Not less than 15 days or more than 17 days	4 days
18 days or more	5 days

Taking annual leave

- 15.5 An Employee is entitled to take annual leave if:
- (a) The Employee has accrued that amount of annual leave; and

- (b) The Employer has approved the taking of annual leave subject to the operational requirements of the production.
 - 15.6 MEAA acknowledges that due to the unique nature of film production, it is reasonable that periods of annual leave are not taken during the course of production (other than during a production hiatus).
 - 15.7 An Employee may be directed to take a period of annual leave with the provision of at least one month's notice if:
 - (a) The Employer shuts down the production or part of the production; and
 - (b) The Employee has accrued the amount of leave required for the period of the shut-down.
 - 15.8 If the Employee has not accrued sufficient leave to cover the period of the shut-down, the Employee may be required to take leave without pay during the period, provided the Employer gives at least one month's notice.
 - 15.9 If a shutdown or hiatus (including in accordance with Clause 8.3) takes place over a period that includes one or more public holidays and the Employee has accrued sufficient annual leave that, if the Employee elected to use that annual leave, it would reach the public holiday(s), then the Employee must be paid that public holiday(s). This will apply irrespective of whether the Employee elects to be paid accrued annual leave as at the hiatus or upon completion of the Employee's services on the Production.
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16. Public Holidays

- 16.1 Employees are entitled to be absent from work on the following public holidays without loss of pay if gazetted in the state in which the Employee's employment is based: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other gazetted public holiday in the location where the Employee's employment is based such as Village Roadshow Studios or Fox Studios Australia, rather than where they may be temporarily, such as a distant location.
- 16.2 For the sake of clarity, when a public holiday is observed, the hours paid to the Employee shall count towards the Employee's standard working week. The working week may not be re-scheduled in order to avoid the observance or payment of a public holiday.
- 16.3 When Christmas Day, Boxing Day, New Year's Day or Australia Day is a Saturday or Sunday, holidays in lieu thereof shall be observed on the next Monday or in the case of Boxing Day the next Tuesday. There shall be no double-dipping.

Work on a Public Holiday

- 16.4 An Employee may be required to work on a public holiday and, if so, is entitled to payment for hours worked up to and including the 13th hour at the rate of 2.5 times the Hourly Rate and thereafter at 3 times the Hourly Rate.
- 16.5 Notwithstanding the above and by agreement of the majority of the affected Employees, a public holiday may be worked at the ordinary rate of pay provided another paid day off from work is substituted in its place.

17. Travelling, Accommodation & Allowances

Travel – General

17.1 All travel required:

- (a) between the daily commencement of work at the place of call and the daily conclusion of work at the place of call; or
- (b) to or from a location, falling outside the 30 kilometre radius described in Clause 11.2; or

will be provided by the Employer or the Employee may arrange their own travel. If the Employee is required by the Employer to use their own motor vehicle to carry equipment, the Employee will be paid the vehicle allowance in accordance with Clause 17.11 provided that:

(c) where fuel is provided by the Employer, the cost of such fuel shall be deducted from any vehicle allowance; and

(d) where an Employee's vehicle is hired by the Employer, a flat rate may be contracted which includes a hiring fee and an amount to compensate for kilometres travelled.

17.2 Interstate or intrastate travel will be paid at single time capped at 8 hours with a minimum of 4 hours in a 24 hour period unless during the week and part of the Employee's weekly rate.

17.3 Travel to and from overnight international locations which is not a day of work will be paid at the Hourly Rate capped at 10 hours in a 24 hour period.

17.4 Economy class shall be utilised for air, rail or sea transport. Charter aircraft may be utilised where no regular commercial service is available. Transport to and from terminus, airport, and final destination shall be provided by the Employer.

17.5 The Employer will not require an Employee to travel by a form of transport to which the Employee has a bona fide objection for safety reasons.

17.6 The Employer will not require the Employee to travel by a non-commercial carrier charter flight without contacting MEAA and agreeing on appropriate insurances for the Employees.

Travel – Location

17.7 Where an Employee is required to travel to or from a nominated place of call beyond the applicable radius described in Clause 11.2, such travel beyond the applicable radius to the place of call will be regarded as time worked, provided that any turnaround calculation for the purposes of Clauses 13.1 to 13.3 is undertaken by reference to the applicable radius.

17.8 Where by agreement of the Employer, the Employee arranges his/her own transport to and from such a place of call, time spent in travel will be regarded as time worked and will be timed by the Employer's location manager, for the distance travelled outside of the applicable radius described in Clause 11.2 by the shortest practicable route at the time of day at which crew will be travelling.

Meal Allowances

17.9 An Employee travelling to or from a distant location or who is on a distant location during a meal period in accordance with clauses 13.5 – 13.10 will be provided with such meal by the Employer or receive a meal allowance in lieu.

17.10 While an Employee is on a distant location the following meal allowance will be paid weekly in arrears (unless paid as a lump sum):

Meal Allowances (payable if the relevant meal is not provided):

Breakfast	\$18.00
Lunch and Supper if applicable	\$20.25
Dinner	\$31.15

The Supper Allowance only applies to night shoots where supper is not provided.

Vehicle Allowances

17.11 The following vehicle allowance is only payable if authorised by the Employer in writing where the Employer has agreed that Employee’s vehicle is used for work related purposes and a car allowance is not otherwise paid:

Motor Car	\$0.93 per kilometre
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Accommodation

17.12 An Employee required to stay away overnight from their place of residence will be provided with modern unshared motel type accommodation or similar. Where this is not possible, the Employee will receive an accommodation allowance.

Accommodation & Laundry Allowances:

17.13 The following allowances are payable where:

Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided.	\$12.15 per day
Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps.	\$23.90 per day
Where accommodation is provided at the standard of shearer’s quarters, rough mining camps, or by camping.	\$47.65 per day
Where the Employee is accommodated and is not provided with access to a laundry or, at the Employer’s expense, access to a regular laundry service	\$15.15 per day

17.14 All allowances under this Agreement will be increased annually, with effect from the later of the beginning of the first pay period commencing on or after 1 January of each year, or the beginning of the first such pay period after MEAA has notified the Employer in writing of the increases. The increases are in line with movements in the relevant component of the

Consumer Price Index up to the end of the preceding September Quarter as agreed between Screen Producers Australia and MEAA.

18. Credits

The Employer has no obligation to credit the Employee in any credits for the Production unless expressly agreed in writing with the Employee.

19. Personal Protective Equipment & Facilities

The Employer will provide the Employee with any personal protective equipment required for the Employee in the performance of the Employee's duties. The Employer will provide proper and sufficient washing facilities and toilets.

20. Hazardous Duty

If an Employee is requested to undertake work that would invalidate the Employee's personal insurance policy, the Employee will immediately inform Employer and Employer shall indemnify the Employee and Employee's dependants against any invalidation of the policy. Provided that Employer may decline to invalidate such policy by written advice to the Employee, in which case the Employee may decline to undertake the work concerned.

21. Dispute Resolution (Grievance) Procedure

The dispute resolution (grievance) procedure is set out at **Schedule B**.

22. Film Industry Safety Code

- 22.1 The parties may agree on a code of safety in respect of film production.
 - 22.2 All work performed under this Agreement shall be in accordance with the provisions of relevant State and national work, health and safety legislation. In ensuring its compliance, the employer will take into account the National Guidelines for Screen Safety, where relevant.
 - 22.3 Any agreed or implemented code does not form part of this Agreement.
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23. Consultation Procedure

The consultation procedure applicable to this Agreement is set out at **Schedule C**.

24. Individual Flexibility Arrangement

Individual flexibility agreements may be entered into in accordance with the provisions set out at **Schedule D**.

Schedule A
Classification Levels and Minimum Rates of Pay

1. The minimum rates of pay for Employees engaged in the following roles are set out below:

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
ACCOUNTS				
Financial Controller	N/A	N/A	3714	7
Production Accountant	N/A	N/A	2553	6
1st Assistant Accountant, Payroll	1440	2122		4
2nd Assistant Accountant, Payroll Assistant	1224	1804		4
Assistant Accountant	1153	1698		4
Accounts Assistant / Clerk	1008	1490		1
ASSISTANT DIRECTORS				
First Assistant Director	N/A	N/A	4775	7
Key Second Assistant Director	2052	3024		5
Second Assistant Director	1584	2335		5
Second Second Assistant Director	1440	2122		4
Third Assistant Director	1224	1804		3
Senior Production Assistant	1032	1547		2
Production Assistant	994	1490		1
ART DEPARTMENT				
Production Designer	N/A	N/A	5306	8
Supervising Art Director	N/A	N/A	4245	7
Art Director	N/A	N/A	3714	7
Assistant Art Director	1584	2335		5
Set Designer	1332	1963		6
Draughtperson	1080	1601		3
Illustrator/Concept Artist	1584	2335		6
Senior Model Maker	1440	2122		5
Model Makers	1224	1804		5
Junior Model Maker	1080	1601		3
Graphic Designer	1584	2335		5
Art Department Runner, Art Department Assistant	994	1490		1
Art Department Coordinator	1296	1910		5
ART DEPARTMENT – ARMOURY				
Key Armourer	2160	3184		7
Armourer	1296	1910		5
Assistant Armourer	1080	1601		3
Armoury Assistant	994	1490		1
ART DEPARTMENT – ANIMALS				
Head Animal Trainer (HOD)	1800	2653		6

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Animal Department Coordinator	1296	1910		5
Animal Wrangler	1368	2106		6
Assistant Animal Wrangler	1127	1687		4
Animal Assistant	994	1490		1
ART DEPARTMENT – CONSTRUCTION				
Construction Supervisor (HOD)	N/A	N/A	3502	6
Supervising Foreman/Assistant Construction Supervisor (2IC)	1944	2865		5
Construction Manager, Head of Engineering/Steel	1873	2759		6
Construction Coordinator	1296	1910		5
Head Scenic, Head Plasterer, Head Sculptor	2160	3184		5
Scenic Artist	1873	2759		5
Foreman	1656	2441		5
Construction Buyer	1224	1804		4
Leading Hand	1513	2229		4
Set Builder/Set Finisher/Set Plasterer/Set Sculptor/Set Fibreglasser, Standby	1368	2016		4
Carpenter/Painter/Sculptor/Steel Worker/Plasterer	1224	1804		4
Trade Assistant, Construction Buyer Runner	1080	1592		2
Trade Hand	1001	1490		1
Labourer	994	1490		1
Stage Hand	994	1490		1
ART DEPARTMENT – GREENS				
Head of Greens	1800	2653		6
Greens Foreman	1260	2016		5
Greensman/Standby Greensman	1260	1857		4
Greens Labour	994	1490		1
ART DEPARTMENT – PROPS				
Property Master	2017	2971		5
Assistant Property Master	1440	2122		5
Props Coordinator	1296	1910		4
Senior Props Buyer	1440	2335		5
Props Buyer	1296	1910		5
Standby Props	1584	2335		4
Assistant Standby Props	1368	2016		2
2nd Assistant Standby Props	1224	1804		2
ART DEPARTMENT - PROPS MANUFACTURE				
Head of Props Manufacture	2304	3396		6
Props Manufacture 2IC	1728	2547		5
Props Manufacturing Coordinator	1296	1910		5

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Foreman, Engineer, Senior Props Painter	1584	2335		5
Weapon Maker, Pattern Maker, Sculptor, Mould Maker	1512	2229		4
Senior Prop Maker	1296	1910		4
Prop Maker – qualified	1152	1698		4
Props Manufacturing Buyer	1271	1687		4
Junior Prop Maker	1067	1601		3
Props Manufacturing Labour	994	1490		1
ART DEPARTMENT - SET DECORATION				
Set Decorator	2017	2971		5
Assistant Set Decorator	1728	2547		4
Lead Hand / On-set Set Dresser	1440	2122		4
Set Dresser, Set Decoration Buyer	1296	1910		4
Swing Labour / Swing Gang	1153	1698		3
Junior Swing Gang	994	1490		1
ART DEPARTMENT – VEHICLES				
Vehicle Supervisor (HOD)	1800	2653		6
Vehicle Coordinator	1296	1910		5
Assistant Vehicle Supervisor, Vehicle Manager	1513	2229		4
Mechanic	1296	1910		4
CAMERA				
Director of photography - main unit	N/A	N/A	8490	8
Director of Photography - second unit	N/A	N/A	7428	8
Camera Operator/Steadicam	3241	4775		7
First Assistant Camera	2052	3024		6
Second Assistant Camera	1296	1910		3
Digital Imaging Technician	1800	2653		6
Truck Loaders	1153	1698		2
Stills Photographer	N/A	N/A	3714	6
Video Split/Video Assist/Video Playback	1800	2653		5
Video Split Assistant	1224	1804		3
Data Wrangler/Utility	1224	1804		3
Camera trainee	994	1490		1
EXTRAS CASTING				
Extras Casting Director	1368	2016		4
Extras Casting Coordinator	1188	1751		2
Extras Casting Assistant	1001	1490		1
CONTINUITY				
Script Supervisor	1944	2865		7
COSTUME				
Costume Designer	N/A	N/A	4245	7

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Assistant Costume Designer	1800	2653		5
Costume Supervisor	N/A	N/A	3714	6
Costume Coordinator	1296	1910		5
Key Standby, Extras Coordinator	1728	2546		4
Standby, Assistant Extras Coordinator	1512	2229		4
Costume Buyer	1440	2122		5
Standby Costume Assistant	1224	1804		2
Art Finisher, Textile Artist	1656	2441		4
Assistant Art Finisher	1332	1963		3
Patternmaker/Cutter	1440	2122		4
Junior Cutter	1332	1963		4
Sewer/Maker	1188	1751		3
Assistant Buyer, Costume Assistant	1296	1910		3
Costume Runner	994	1490		1
Senior Leather/Armour, Sculptor, Mould Maker, Costume Prop Maker	1656	2441		5
Leather/Armour, Sculptor, Mould Maker, Costume Prop Maker	1368	2016		4
Costume Props Assistant	1153	1698		3
GRIPS				
Key Grip	2017	2971		7
Dolly Grip	1656	2441		5
Best Boy	1656	2441		5
Stabilised Head Technician, Crane Grip Telescopic	1656	2441		5
Senior grip	1440	2122		5
Grip	1332	1963		5
Grip Assistant	1224	1804		3
Junior Grip	1008	1490		1
Grips trainee	994	1490		1
GRIPS – RIGGING				
Key Rigging Grip	1944	2865		7
Rigging Best Boy Grip	1656	2441		5
Rigging Senior Grip	1440	2122		5
Rigging Grip	1332	1963		5
Rigging Grips Assistant	1224	1804		3
Junior Rigging Grip	1008	1490		1
HAIR AND MAKEUP				
Hair and Makeup Designer/Supervisor	2,734	4033		6
Key Makeup Artist, Key Hair Stylist, Wig Coordinator	1800	2653		5
Senior/Prosthetics/SFX Makeup Artist	1800	2653		5

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Hair and Makeup Artist, Hair Stylist, Body Makeup - trade qualified	1584	2335		5
Hair and Makeup Artist, Hair Stylist, Body Makeup - non-trade qualified	1440	2122		5
Junior Makeup Artist - trade qualified	1296	1910		4
Assistant Makeup Artists, Assistant Hair Stylist	1153	1698		3
Hair and Makeup trainee	994	1490		1
LOCATIONS				
Supervising Location Manager (HOD)	N/A	N/A	2971	6
Location Scout	1127	1687		4
Location Manager 2IC	1800	2653		5
On-set Location Manager, Locations Coordinator	1296	1910		5
Locations Assistant	1080	1592		2
Locations PA	994	1490		1
LIGHTING				
Gaffer	2017	2971		7
Rigging Gaffer	1944	2865		7
Best Boy, Rigging Best Boy	1656	2441		5
Electrician – licensed	1440	2122		5
Senior Lighting Technician/Rigger	1440	2122		5
Board Operator, Systems	1513	2229		5
Lighting Technician, Rigger, Generator Operator	1332	1963		4
Assistant Lighting Technician/Rigger	1224	1804		3
Junior Lighting/Rigger	1008	1490		1
LIGHTING – PRACTICAL				
LX Prac HOD	1728	2547		6
Best Boy (2IC)	1656	2441		5
Electrician – licensed	1513	2229		5
Technician	1296	1910		4
Junior Technician	1153	1698		3
PRODUCTION OFFICE				
Unit Production Manager	N/A	N/A	5306	7
Production Manager	N/A	N/A	3714	7
Production Supervisor	N/A	N/A	3184	6
Production Coordinator	1584	2335		5
Assistant Production Coordinator	1296	1910		4
Production Secretary	1080	1601		3
Runner, Production Assistant – offset	994	1490		1
Chaperone – offset	1127	1687		4
SAFETY				
Nurse	1368	2016		5

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Safety Supervisor	2160	3184		6
Safety Assistant	1440	2122		3
STUNTS				
Stunt Coordinator	N/A	N/A	5306	7
Assistant Stunt Coordinator	N/A	N/A	3714	5
Head Stunt Rigger	2160	3184		6
Stunt Rigger	1800	2653		5
Stunt Assist	1440	2122		4
SFX				
SFX Supervisor	N/A	N/A	4775	7
Assistant Supervisor	2520	3714		5
Workshop/Prep Supervisor, MOCON , Solid Works, Engineer	2160	3184		5
Lead Senior Technician/Foreman	2016	2971		5
SFX Buyer	1513	2229		5
SFX Technician	1584	2335		5
SFX Coordinator	1296	1910		5
SFX Senior Technician	1873	2759		5
SFX Assistant technician	1296	1910		4
SFX Assistant technician – Junior	994	1490		1
SOUND				
Production Sound Mixer/Sound Recordist	2017	2971		7
Boom Operator	1513	2229		5
Assistant Sound	1224	1804		3
Sound Utility	1080	1601		3
Sound PA	994	1490		1
TRANSPORT				
Transport Manager	N/A	N/A	3449	4
Transport Captain	1440	2122		4
Transport Coordinator	1296	1910		4
Driver - truck/bus licence	1032	1547		2
Driver - car licence	994	1490		1
UNIT				
Unit Manager	1728	2547		5
Assistant Unit Manager	1296	1910		4
Unit Assistant	1001	1490		1
Junior Unit Assistant	994	1490		1
POST PRODUCTION				
Post Production Supervisor	N/A	N/A	3714	7
Editor	N/A	N/A	4245	8
VFX Editor	1800	2653		6

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
1st Assistant Editor	1440	2122		5
2nd Assistant Editor/VFX Assistant Editor	1080	1601		3
3rd Assistant Editor	1032	1547		2
Editorial PA	994	1490		1
VFX				
VFX Supervisor	N/A	N/A	4245	7
VFX Producer	N/A	N/A	3714	7
VFX Lead Data Wrangler/Plate Supervisor	2304	3396		6
VFX Production Coordinator	1296	1910		5
VFX Data Wrangler	1800	2653		5
Assistant VFX Data Wrangler	1153	1698		3
Witness Camera Operator	1080	1601		3
VFX PA	994	1490		1

- Where an Employee is engaged in a role graded as BRECA Motion Picture Production Level 1, but has either a qualification relevant to their current role or prior experience working in a similar role for a production of similar scale, they must be paid a minimum Level 2 rate of at least \$1,032 for a 38-hour week or \$1,547 for a 50-hour week or pro-rata for the number of contracted hours. This minimum rate will be increased in accordance with clause 6.2.
- Weekly pay for Employees who work 60 hours per week will be calculated on the following basis:

$$\begin{aligned} \text{Relevant hourly rate of pay} &= 38 \text{ hour per week minimum rate of pay} \div 38 \\ \text{Weekly rate of pay} &= \text{relevant hourly rate of pay} \times 70 \end{aligned}$$

- Employees are entitled to accumulate annual leave at the rate of 4 weeks per 48 weeks of service accruing progressively and accumulating from year to year.

Better Off Overall Test Protections

Casual Employees: Night and Weekend Penalties

- Minimum rates for casual (daily) Employees: Where a casual (daily) Employee is engaged to work before 7am, or after 8pm on any day during the period Monday to Friday, or at any time on a Saturday or a Sunday, the minimum hourly rate (inclusive of casual loading) for any ordinary hours worked shall be either the hourly rate calculated on the basis of the relevant rate set out in Schedule A clause 1, or the applicable hourly rate set out below for the BRECA Motion Picture Production Level corresponding to that role (“Award Rate”), whichever is higher. If the Award Rate is higher then the Employer will ensure that the Employee’s payment for the day is at least \$1 above the equivalent payment calculated by reference to the Award Rate.

BRECA Motion Picture Production Level	<ul style="list-style-type: none"> • Monday-Friday before 7am; • Monday-Thursday after 8pm; • Saturday 7am-8pm 	<ul style="list-style-type: none"> • Friday-Saturday after 8pm; • Saturday before 7am 	Sunday and, where work continues from Sunday, before 7am Monday
1	\$32.69	\$39.22	\$52.30
2	\$33.94	\$40.72	\$54.30
3	\$35.10	\$42.12	\$56.16
4	\$36.99	\$44.38	\$59.18
5	\$39.31	\$47.17	\$62.90
6	\$41.19	\$49.78	\$66.38
7	\$43.26	\$51.91	\$69.22
8	\$50.01	\$60.01	\$80.02

Part Time Employees

6. Minimum rates for part time employees: The Employer undertakes that if part-time Employees are engaged, the Employer will ensure that with each weekly payroll determination, the Employee's hours and salary are reviewed to ensure that the Employee is receiving at least \$10 above the equivalent payment under Broadcasting, Recorded Entertainment and Cinemas Award 2020 rates and conditions for the position.

Night Penalties – Full Time and Part Time Employees

7. The Employer undertakes that where a Full-time or Part-time Employee works less than 70% of their ordinary hours between 7am - 8pm, Monday - Friday, the Employer will review the Employee's hours and salary to ensure that the Employee is receiving, each week, at least \$10 above the amount they would receive under Broadcasting, Recorded Entertainment and Cinemas Award 2020 for the position.

Schedule B

Dispute Resolution

- 1.1** The parties to this Agreement are committed to promoting good industrial relations based upon goodwill, consultation and discussion.
- 1.2** An employee who is a party to the dispute may appoint a representative, including MEAA, for the purposes of this term at any stage of the dispute.
- 1.3** If a dispute relates to:
- (a) A matter arising under this Agreement; or
 - (b) The National Employment Standards
- This term sets out procedures to settle the dispute.

Procedure

- 1.4** The procedure is as follows:
- (a) The grievance, claim or dispute shall be discussed between the employee/s concerned and their immediate supervisor/s (**Stage 1**);
 - (b) If not resolved, the grievance, claim or dispute shall be discussed between a representative of the employees and a representative of the employer (**Stage 2**);
 - (c) If agreement has not been reached, the grievance, claim or dispute shall be discussed between the employees, the employer, and MEAA and/or the employee's representative (**Stage 3**);
 - (d) If the matter remains unresolved, then the matter may be referred by any party to the Fair Work Commission (**Stage 4**).
- 1.5** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) By any method it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the dispute is unable to be resolved at the first stage, the Fair Work Commission may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may use all the powers available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purposes of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 1.6** While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) The employee/s must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health and safety; and
- (b) The employee/s must comply with a direction given by the employer to perform other available work at the same workplace or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the employee to perform; or
 - (iv) There are other reasonable grounds for the employee to refuse to comply with the direction.

1.7 The parties to the dispute agree to be bound by a decision of the Fair Work Commission in accordance with this clause. While the dispute is being resolved the parties agree to respect the status quo.

Schedule C

Consultation Regarding Major Workplace Change

(1) Subject to Film Industry Practice, this term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply. This Agreement recognises that Film Industry Practice and therefore paragraph (2) (a) and subclauses (3) and (5) do not apply to this Agreement other than in the case of the suspension or cancellation of the Production.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in the suspension or cancellation of the Production or, outside Film Industry Practice:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

Film Industry Practice means that in connection with the Production: (a) film production is short term employment with employment numbers fluctuating until filming of the Production is completed and employment terminates; and (b) hours of work, work schedules and work locations for the Production regularly vary given the exigencies of scheduling preproduction, filming and post production to satisfy the creative, financial and logistical requirements of the Production.

Schedule D

Individual Flexibility Arrangements

- 1.1** The employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 1.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 1.3** The employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the employer and employee; and
 - (c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary and effect each of the terms; and
 - (iii) Detail the monetary value of each term that has been varied by the arrangement; and
 - (iv) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) States the day on which the arrangement commences.
- 1.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.5** The employer or employee may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) If the employer and employee agree in writing – at any time.

- 1.6** The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an Agreement between an employer and an individual employee contained in any other term of this Agreement.

Signed for and on behalf of
Better Man Productions Pty Ltd
(ABN 66 647 448 922) of 232 St. Kilda
Road, St Kilda, Victoria 3182,
AUSTRALIA
by its duly authorised representative:

子小路

Signature of Xiaolu (Coco) Ma, Director



Signature of Michael Gracey, Director

09/03/2022

Date

Signed for and on behalf of
Media Entertainment & Arts Alliance

Signature

Paul Murphy

Name

Chief Executive

Capacity

Date

245 Chalmers Street, Redfern,
NSW 2016

Address

Signed for and on behalf of
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Chief Executive

Capacity

8/3/22

Date

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NSW 2016

Address