



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### **Seven Network (Operations) Limited**

(AG2013/7126)

### **ACTORS TELEVISION PROGRAMS AGREEMENT (SEVEN NETWORK (OPERATIONS) LIMITED), 2013**

Broadcasting and recorded entertainment industry

COMMISSIONER CAMBRIDGE

SYDNEY, 1 JULY 2013

*Application for approval of the Actors Television Programs Agreement (Seven Network (Operations) Limited), 2013.*

[1] An application has been made for approval of an enterprise agreement known as the *Actors Television Programs Agreement (Seven Network (Operations) Limited), 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by *Seven Network (Operations) Limited* (the Employer). The Agreement is a single-enterprise agreement.

[2] The application was lodged at Sydney on 20 June 2013. The application included a Statutory Declaration of *Danny Klepac* made on behalf of the Employer and dated 20 June 2013, (the Declaration). The Declaration stated that the Agreement was made on 19 June 2013. Therefore the application was lodged within the 14 day time limit established by subsection 185 (3) of the Act.

[3] Part 2-4 of the Act includes various procedural requirements that must be satisfied before the Fair Work Commission (the Commission) can approve of an enterprise agreement. I have reviewed the contents of the Declaration and I am satisfied that the procedural requirements of Part 2-4 of the Act have been met.

[4] The application for approval was listed for Hearing in Chambers before the Commission on 1 July 2013. I note that the file has included a Statutory Declaration of *Sue McCreddie* made on behalf of the *Media Entertainment and Arts Alliance* (the MEAA), as an employee organisation in relation to the application.

[5] I note that the Agreement contains a flexibility term at clause 47 and a consultation term at clause 48.

[6] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[7] The MEAA, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the MEAA.

[8] The Agreement is approved. In accordance with subsection 54 (1) of the Act it will operate from 8 July 2013. The nominal expiry date of the Agreement as specified in clause 4 of the Agreement, is 31 December 2015.



COMMISSIONER

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## Actors Television Programs Agreement (Seven Network (Operations) Limited), 2013

### 1. TITLE

This Agreement shall be known as the "Actors Television Programs Agreement (Seven Network (Operations) Limited), 2013".

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### 3. DEFINITIONS

- (a) "Act" means the *Fair Work Act 2009*.
- (b) "Aggregate Fee" means the sum total of the Artist's BNF and any or all repeat fees and residual fees provided for under any applicable repeats and residuals agreement purchased at the time of engagement but does not include any overtime.
- (c) "Ancillary Usage" means the usage of a program arising from the licensing of the copyright of the program by the owner of that copyright for any or all purposes excluding free broadcast television and associated community antenna reception installations, pay television and theatrical purposes and including but not limited to usage in ships at sea, aircraft, buses, or hotels and for usage on home video, closed circuit television, video cassettes, video cartridges, video discs, wire transmission, linear webcasting and any other form of mechanical and/or electronic reproduction now known or hereafter devised.
- (d) "Artist" means each and all of those persons engaged by Seven to take part audibly &/or visually in the production of the program including performers, doubles, extras, stand-ins and stunt artists.

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- (e) "Agreement Rate" means the applicable Agreement Rate set out in clause 10.
- (f) "Basic Negotiated Fee" (BNF) means the sum total of the:
- (i) weekly, daily or hourly Agreement Rate for an Artist as prescribed in clause 10 of the Agreement; and
  - (ii) any pre-bought overtime, if any, up to 40 hours (in the case of all Artists engaged on a weekly basis, other than Artists engaged by the week for 1 or 2 episodes per week in a Serial Drama or Serial Comedy); and
  - (iii) the Artist's personal margin, if any,
- but does not include any repeat fees, residual fees, loadings for rights under any applicable repeats and residuals agreement, penalty rates, leave loading or any other allowances prescribed by this Agreement or any other agreement.
- (g) "Bit Player" means a performer who is not required to speak more than six lines of dialogue or more than fifty words in any program or episode and who shall not be required to mime.
- (h) "Broadcast" means delivering programs to persons having equipment appropriate for receiving that service whether the delivery uses the radio frequency spectrum, cable, optical fibre, satellite or any other means or a combination of those means but does not include:
- (i) a service (including a teletext service) that provides no more than data, or no more than text (with or without associated images); or
  - (ii) a service that makes programs available on demand on a point to point basis, including a dial-up service.
- (i) "Call" means an instruction after engagement by Seven to the Artist to report for work at a definite time and date and for a definite period for the purpose of rehearsing for and/or performing in a live and/or recorded television program covered by this Agreement or for any purpose connected therewith.
- (j) "Double" means an Artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a 'stunt double' or 'stunt performer' who takes the place of an Artist for safety reasons or to perform or to engage in hazardous action shall qualify as a performer in subclause 3(x) herein.
- (k) "Dubbing" means replacing the voice of an Artist with the voice of another Artist.
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- (l) "Engagement" means the aggregate number of calls required of an Artist to complete a performance.
  - (m) "Exhibition Day" means, in relation to pay television, any number of broadcasts of a program during a sequential twenty-four (24) hour period, commencing from the first broadcast of the program.
  - (n) "Extra" means an Artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds and who does not speak dialogue individually or perform individually as directed and who does not mime, provided that Seven may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such member of the public shall not be regarded as an Artist and shall not otherwise be covered by this Agreement.
  - (o) "Free Television" means broadcasting a program free to the general public and includes associated community antenna reception.
  - (p) "FWC" means Fair Work Commission.
  - (q) "Interpretation" Words importing the masculine gender shall be deemed to include females and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.
  - (r) "Juvenile" means an Artist under sixteen years of age.
  - (s) "Major Role" means a role that has a major impact on, and is integral to, the main plot line of the main story of an episode of a series and meets the following criteria:
    - (i) the role is involved in at least 20% of the scenes in the episode; and
    - (ii) the role has at least 35 speeches of dialogue in the episode. For the purposes of this sub-clause, one speech of dialogue is each time a role talks. Where the role is interrupted by scripted direction in the middle of one speech, this will be regarded as two speeches.

A scripted emotional response will qualify as one speech for the purposes of determining a major role.
  - (t) "MEAA" means the Media Entertainment and Arts Alliance.
  - (ta) "NES" means the National Employment Standards.
  - (u) "One-off" means tele-plays, feature films, telemovies, mini-series, scripted docu-drama productions and dramatised and scripted
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corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced.

- (v) "Pay Television" means broadcasting a program by means of services that:
- (i) provide programs that, when considered in the context of the service being provided, appear to be intended to appeal to the general public; and
  - (ii) are made available to the general public but only on payment of subscription fees (whether periodical or otherwise)
- (w) "Performance" means the work done by an Artist in a program.
- (x) "Performer" means an Artist other than those defined under paragraphs 3(j), 3(n) and 3(pp) hereof.
- (y) "Performer Class 1" means an Artist who takes part in a performance and/or is engaged to take part in a rehearsal for a performance who is required to speak more than six lines or fifty words of dialogue and who has the necessary skills to the required standard to effectively audition, prepare, rehearse and perform the role required.

Indicative Tasks:

Audition

- take direction with minimum instructions;
- integrate rapid instructions in an instant performance;
- present character effectively and instantaneously.

Preparation

- analyse character in terms of script and scene requirements;
- find appropriate emotions to express script requirements;
- interpret demands of production.

Rehearsal

- integrate skills to production and character requirements;

- take direction and interpret instructions and display necessary flexibility, versatility and adaptability;
- communicate effectively and develop professional working relationships with the Director, other performers and production staff.

#### Performance

- achieve the quality of performance to the required standard and be able to repeat performances to that standard;
  - maintain the emotional, physical and vocal continuity required for the performance;
  - perform convincingly under diverse and adverse physical and mental conditions.
- (z) "Performer Class 2" means an Artist who takes part in a performance and/or is engaged to take part in a rehearsal for a performance, who is required to speak more than six lines of dialogue or more than fifty words and:
- (i) possesses the skills of a Performer Class 1; and
  - (ii) has worked professionally for a minimum of five (5) years as a performer; and
  - (iii) has gained one hundred and fifty (150) points under the Experienced Point Structure as set out below:

#### EXPERIENCED POINTS STRUCTURE

Points are awarded on the basis of the length of the engagement and the area of the industry in which the engagement took place. The following table sets out how points are awarded:

Category	Type of production	Length of engagement	Points
1	Serials (as per definition in ATPA)	13 weeks and under	2 points per week
		more than 13 weeks	1 point per week

2	<b>Series</b> (as per definition in ATPA) (also includes sit-coms and sketch comedies)	13 weeks and under	3 points per week
		more than 13 weeks	2 points per week
3	<b>One-off productions</b> (as defined); e.g. Film, Telemovie, Mini-Series, Docu-dramas, Dramatised corporate videos (more than 20 mins)		4 points per week
4	<b>Theatre</b>	13 weeks and under	3 points per week
		more than 13 weeks	2 points per week

**Notes:** Professional Experience

- (1) Professional experience is to be calculated from the date of the performer's first professional engagement.
- (2) Where the performer has completed a relevant undergraduate degree or diploma at NIDA, VCA, WAAPA or equivalent tertiary institution, which is ranked by the Register of Australian Tertiary Education at level four or higher, the five (5) years experience requirement will be reduced to three (3) years.
- (3) Where the performer has undertaken an appropriate amount of relevant training at a private or public institution and/or through private tuition, the five (5) year requirement will be reduced to four (4) years. Examples of institutions offering "relevant training" would include the Australian Theatre for Young People, St Martins and the Actors' Centre.
- (4) Where a dispute arises as to whether a particular training course can be considered 'appropriate' or whether the training offered by the institution is relevant, the matter may be referred to the 'Performer Classification Committee'.

Single Days

- (5) Single days are to allocated points on a pro-rata basis. For example, a performer will earn .8 point for a single day engagement on a film - (Category 3 production).
- (6) However where the performer is engaged for a single day or day/s in a significant role and/or concentrated performance, s/he may negotiate with Seven of that production for the work to be credited a greater number of points.

#### Limit on One-off Productions

- (7) No more than 50% of points may be achieved on any single one-off production (Category 3 production).

#### Limit on Points from Theatre - Category 4 productions

- (8) A performer must earn a minimum of 30% of their points from work in productions from Category 1, 2 and 3.
- (9) Where the performer has a minimum of 10 years' experience in the industry as a performer the provisions of clause 3(z)(8) do not apply.

#### Eligible Productions

- (10) Points are only awarded for work on fully professional productions.
- (11) Points are only available to persons engaged as performers, and not for engagements as bit players, extras, walk-ons or stand-ins.
- (12) Commercials, documentaries, non-dramatic corporate videos and other productions are ineligible productions for the purpose of the 150 point score.
- (13) Dramatised corporate videos of at least 20 minutes in length, scripted and professionally produced will count as eligible productions and are to be categorised as a Category 3 production.

#### Administration

- (14) A committee ("the Industry Committee") shall be formed to classify Performers where necessary.
- (14) Where an individual performer has not been classified as Performer Class 2 by the Industry Committee, s/he shall provide Seven with information verifying his/her status when claiming to be a Performer Class 2.

- (15) To verify his/her status as a Performer Class 2 a performer shall provide Seven with either:
- (i) A Statutory Declaration
- The statutory declaration shall include:
- Artist's name
  - Agent (where applicable)
  - Contact details
  - Names of eligible productions in which employed as a performer
  - Name of employer for each production
  - Length of Artist's engagement for each production
  - Attributed points gained through the engagement
- or
- (ii) A Log Book
- The log book shall set out the information contained in sub-clause (i) above and shall be signed by each employer verifying that the engagement has been completed.
- (16) Any producer may request additional information including extracts from relevant contracts.
- (17) Once a performer has been classified as a 'Performer Class 2' either by Seven as per clause 3(z)(15), or has been classified by the Industry Committee as per clause 3(z)(14), that performer shall remain a 'Performer Class 2' for the duration of his/her career.

#### Disputes

- (18) Where Seven and an individual performer cannot agree on whether the performer should be classified as a "Performer Class 2" they may refer the matter to an Independent Arbitrator.

#### Changing Status

- (19) *Category 3 Productions (one-off productions)*
-

Where in the course of an engagement in a Category 3 production, the performer achieves the necessary points to graduate to the Performer Class 2 classification, the performer will continue to be classified as Performer Class 1 for that engagement until its completion.

Category 1 and 2 Productions (on-going productions - series or serial)

(20) Where in the course of an engagement in excess of thirteen (13) weeks duration in a Category 1 or 2 production, the performer achieves the necessary points to graduate to the Performer Class 2 classification, the performer will graduate to the Performer Class 2 classification after the completion of the thirteen (13) week block in which the 150 points were achieved.

- (aa) "Personal Margin" means the overaward component of the Artist's fee which, when added to the Artist's Agreement Rate as prescribed in clause 10 makes up the Artist's BNF.
- (bb) "Pick-Up Point" means the studio of Seven provided that such studio is within a radius of twenty kilometres of the GPO of the capital city in which the performer resides. Should the studio be located in excess of the said distance of twenty kilometres then the pick-up point shall be within twenty kilometres of the said GPO from which point Seven shall be required to provide transport to and from the place of work.
- In the case of interstate or country Artists the pick- up point shall be the transport terminal at which the Artist arrives or the place of overnight accommodation should the Artist have to stay overnight.
- (cc) "Place of Accommodation" means the place where an Artist temporarily resides overnight when s/he has travelled away from his/her place of residence in the course of his/her employment.
- (dd) "Place of Residence" means the address at which an Artist usually resides.
- (ee) "Play" means:
- (i) in relation to free television, each broadcast of a program; and
- (ii) in relation to pay television, ten (10)

exhibition days over 2 years.

- (ff) "Program" means any material content of a specific duration made for television and includes an episode or episodes in a serial drama or comedy and a series drama or comedy.
- (gg) "Recurring Character" means a character which recurs in more than 3 episodes of a Series.
- (hh) "Rehearsal" means the work done by an Artist in preparation for his/her performance in the presence of and under the direction of Seven.
- (ii) "Repeat Fee" means the payment (other than in respect of ancillary usage of a program) due to a performer from Seven under any applicable repeats and residuals agreement to a performer in respect of the televising in any television area in Australia for the second or any subsequent play of a program in which the performer was employed.
- (jj) "Residual Fee" means the payment due to a performer from Seven under any applicable repeats and residuals agreement in respect of either or both televising outside Australia or the ancillary usage outside Australia of a program in which the performer was employed.
- (kk) "Semi-nude" means where the Artist's genitalia, buttocks and/or breasts (in the case of female Artists) are uncovered.
- (ll) "Semi-regular" means a Performer who is contracted to appear in more than 50% of the number of episodes in a Season of a Series.
- (mm) "Serial drama & serial comedy" means a dramatic production for television comprising episodes of specific duration which are not self-contained but which form part of a series of such episodes and which have a continuing theme.
- (nn) "Series drama & series comedy" means a dramatic production for television comprising episodes of specific duration each of which is self-contained and uses the same leading fictional characters.
- (oo) "Seven" means Seven Network (Operations) Limited
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- (pp) "Stand-in" means an Artist who replaces another Artist for the purpose only of rehearsal and/or technical set-ups such as lighting, camera angles.
- (qq) "Stunt Performer" means an Artist who appears in hazardous action sequences.
- A Stunt Performer who qualifies is to be classified as either a Performer Class 1 or Performer Class 2 on the same basis as all other performers, not on the basis of the classification of the performer who is replaced for the stunt sequence.
- (rr) "Total Fee" means the sum total of the Aggregate Fee plus any regular contracted overtime (whether or not worked).

#### **4. COMMENCEMENT DATE**

This Agreement will operate from seven days after the approval of the Agreement by FWC and the nominal expiry date of the Agreement is 31 December 2015.

#### **5. RELATIONSHIP OF AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS**

This Agreement rescinds and replaces all other collective agreements in place between the parties at the time of the execution of this Agreement, whether registered or certified or not, including the Actors Television Programs Agreement (Seven Network (Operations) Limited) 2011 and will operate in the place of and to the exclusion of any other collective agreement under the Act and any award (including the Broadcasting and Recorded Entertainment Award 2010, any Notional Agreement Preserving a State Award or other federal award as amended, replaced or superseded from time to time) that might otherwise apply to the employment of the Employees.

#### **6. PARTIES BOUND**

This Agreement shall cover and be binding on:

- (a) the Seven Network and any separate associated or affiliated company set up by Seven for the purposes of producing television programs (as defined in clause 6(b)) and employing performers;
- (b) all employees employed as Artists, classified in Clause 10 of this Agreement, who are employed in serial drama, serial comedy, series
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drama and series comedy (other than variety), sketch comedy, pilots and single plays produced for television exhibition (**Employees**); and

- (c) the Media Entertainment and Arts Alliance (MEAA) (subject to the MEAA meeting the requirements to be a party to the Agreement under the Act),

in respect of work done by the Employees for the Seven Network and any separate associated or affiliated company set up by Seven for the purposes of producing television programs (as defined in clause 6(b)) and employing performers.

## 7. APPLICATION

- (a) Seven undertakes that this Agreement will apply to any separate associated or affiliated company set up by Seven for the purposes of producing television programs (as defined in clause 6b) and employing performers. Seven undertakes to take any practical steps necessary to ensure that this occurs.

- (b) This Agreement shall apply:

- (i) within the Commonwealth of Australia and its Territories (collectively Australia); and
- (ii) in respect of work performed outside Australia by a performer engaged in a program where any two or more of the following apply:
- (A) the program is, when the contract of employment between the performer and Seven ('the contract') is made, intended for broadcast in Australia alone or in Australia and elsewhere;
- (B) the contract is executed by both the performer and Seven in Australia;
- (C) the contract contains an express provision that the parties agree to the Agreement applying to the contract;

and the application of the Agreement to the performance of the work is not contrary to the law of the place where the work is performed.

## 8. ADJUSTMENTS OF RATES OF PAY AND ALLOWANCES

- (a) The Minimum Agreement Rates set out in the tables in clause 10 of this Agreement are inclusive of the following increases to the previous Agreement rates of pay:
- (i) Performer Class 1 and 2, and Bit Players

- (A) 2.75% effective from the first pay period on or after 1 January 2013;
  - (B) 2.75% effective from the first pay period on or after 1 January 2014; and
  - (C) 2.75% effective from the first pay period on or after 1 January 2015.
- (ii) Extra/Double/Stand In
- (A) 2% effective from the first pay period on or after the date of approval of this Agreement by FWC;
  - (B) 2% effective from the first pay period on or after 1 January 2014; and
  - (C) 2% effective from the first pay period on or after 1 January 2015.
- (b) Seven will, in the case of Artists receiving greater than the Agreement Rate, (commonly referred to in the industry as 'the margin for skill'), apply the wage increase to the Agreement Rate only.
- (c) The increases to rates of pay pursuant to this Agreement and the increases and their timing will not be taken into account for the purposes of any increases to apply pursuant to a replacement to this Agreement. The allowances provided for in this Agreement will be increased in line with movements in the consumer price sub-index group with which they have moved prior to the introduction of this Agreement at the end of each financial year which increases will be effective on and from 1 August the following financial year.

## **9. TERMS OF ENGAGEMENT**

The whole of the terms of engagement shall be specified by Seven when the engagement is made, confirmed in writing and posted to the Artist or his/her agent not later than forty-eight hours thereafter.

Provided that when an engagement is made at a time which does not allow written confirmation to be posted as hereinbefore specified it shall be given to the Artist where practicable prior to the actual commencement of the engagement.

Provided further that in the case of an Artist being required by Seven to travel to an engagement the Artist shall where practicable be provided with said written confirmation prior to commencing such travel.

### **9A. ARTIST TO CARRY OUT DUTIES WITHIN LIMITS OF SKILL ETC.**

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As a result of the operation of this Agreement and contracts of employment entered into in the industry by Artists covered by this Agreement, Seven may direct an Artist to carry out such duties as are within the limits of the Artist's skill, competence and training.

## 10. RATES OF PAY

The Minimum Agreement Rates set out in this clause are inclusive of the increases set out in clause 8 of this Agreement.

An adult Artist in a classification specified in this clause shall be paid as the minimum, the respective Agreement Rate assigned to that classification for rehearsal, performance or work incidental to the production of programs.

### A - PROGRAM OTHER THAN SERIAL DRAMA OR COMEDY RATES

The table below sets out the Minimum Agreement Rates.

#### (a) Engaged By The Week

		<b>Column 1</b> <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Column 2</b> <b>Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Column 3</b> <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Column 4</b> <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Performer Class 2	934.09		959.09	984.09
(ii)	Performer Class 1	862.69		885.78	908.87
(iii)	Bit Player	807.61		829.22	850.84
(iv)	Double		731.70	746.05	760.40

#### (b) Engaged by the Day

		<b>Column 1</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Column 2</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after date of the approval of the Agreement</b>	<b>Column 3</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Column 4</b> <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Performer Class 2	236.00		242.31	248.63
(ii)	Performer Class 1	217.94		223.78	229.61
(iii)	Bit Player	204.02		209.48	214.94
(iv)	Double		184.86	188.49	192.11
(v)	Extra/Stand-In		185.76	189.40	193.05

(c) Engaged by the hour (with a minimum call of 4 hours)

		<b>Column 1</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Column 2</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Column 3</b>  <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Column 4</b> <b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Bit Player	26.57		27.28	27.99

(ii)	Double		24.07	24.53	25.01
(iii)	Extra/Stand-In		24.07	24.53	25.01

**NOTATIONS:**

provided that:

- (a) A Performer engaged in a Major Role will either be engaged by the week or for a minimum of 3 days in each week.
- (b) A Performer engaged in a role which is a Recurring Character will be engaged from and including the 4th episode of the Series in which the Performer is so engaged at a minimum of 2 days for each episode.
- (c) A Performer engaged by the Day must be paid in each Block for at least one day per episode in which they appear. For the purposes of this clause "Block" means a group of up to two episodes shot concurrently.
- (d) A Performer engaged as a Semi-Regular will be contracted at the weekly rate.
- (e) A Performer engaged by the Day must be paid for at least one day per episode in which they appear

**B - SERIAL DRAMA OR SERIAL COMEDY**

The table below sets out the Minimum Agreement Rates.

- (a) Engaged By The Week

			<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	<b>Classification</b>	<b>No. of episodes in which work is performed in a week</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever</b>

						is later
(i)	Performer Class 2	1 or 2	983.26		1009.57	1035.89
		3	1342.76		1378.70	1414.63
		4	1751.43		1798.31	1845.18
		5	2160.09		2217.90	2275.71
(ii)	Performer Class 1	1 or 2	908.09		932.40	956.70
		3	1240.10		1273.29	1306.48
		4	1617.54		1660.83	1704.12
		5	1994.94		2048.33	2101.72
(iii)	Bit Player	1 or 2	850.11		872.86	895.62
		3	1160.92		1192.00	1223.07
		4	1514.24		1554.77	1595.30
		5	1867.56		1917.54	1967.53
(iv)	Double	1 or 2		770.21	785.31	800.42
		3		1051.81	1072.43	1093.06
		4		1371.93	1398.83	1425.73
		5		1692.07	1725.25	1758.42

## (b) Engaged by the Day

	Classification	Column 1 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013	Column 2 Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement	Column 3 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014	Column 4 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever.

					is later
(i)	Performer Class 2	236.00		242.31	248.63
(ii)	Performer Class 1	217.94		223.78	229.61
(iii)	Bit Player	204.02		209.48	214.94
(iv)	Double		184.86	188.49	192.11
(v)	Extra/ Stand-in		184.86	188.49	192.11

## (c) Engaged By the Hour (with a minimum call of 4 hours)

		<b>Column 1 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Column 2 Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Column 3 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Column 4 Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Extras/ stand ins		24.07	24.53	25.01
(ii)	Bit Player	26.44		27.16	27.86

**C NOTATIONS**

## (a) Provided that:

- (i) In abeyance.
- (ii) In any week when the work performed by an Artist is restricted to work in location scenes and the Artist is not already being paid for studio scenes, whether worked or not, which are being recorded during the same week, the minimum rate of pay shall be calculated on a daily basis in accordance with the relevant

sub-paragraph B(b) of this clause, notwithstanding the number of episodes in which work is performed, except where the Artist does not appear at any time in any studio scenes of the block of episodes, in which case the Artist shall be paid as if such appearances were in studio episodes.

- (iii) In any week where the work performed by an Artist is not restricted to work in location scenes, the number of episodes to be taken into account in determining the Artist's minimum rate of pay for that week shall be:
  - (1) all episodes in that block in which the Artist appears (including any episodes from that block in which the Artist appears only in location scenes); plus
  - (2) all episodes in the location scenes of which the Artist works during that week provided that the Artist does not appear at any time in any studio scenes of the same block of episodes and provided further that the Artist is not paid as if s/he were so appearing in any such studio scenes.
- (iv) Schedule "E" to this Agreement provides examples to illustrate how provisions (ii) and (iii) hereof may be applied.
- (v) Where an Artist is entitled to payment for work in more than five half-hour episodes in a week, the minimum weekly rate payable shall be the five episode rate increased by an amount equal to 43.75% of the one or two episode rate for each episode in excess of five episodes.
- (vi) The foregoing shall not apply to short retakes necessitated by technical requirements, commonly referred to as "pick-ups" or "re-shoots".
- (vii) Provided that where two one-hour programs are produced in a week then for the purposes of this clause they shall be regarded as four episodes in which work is performed in a week.
- (viii) An Artist engaged by the day who is required to perform in more than one episode in a week shall be paid in accordance with Clause 10(B)(a) herein.

## **D DEFINITIONS**

- (a) "A block" is defined as that total number of episodes whose principal photography/videotape recording takes place within one week.

- (b) When an Artist is said to "appear" in an episode, for the purpose of this clause it shall refer to any episode in which the Artist performed or was paid as if s/he had so performed. When an Artist's performance has been deleted from an episode subsequent to performing in such an episode, that Artist shall, for the purpose of this clause, be deemed to have appeared in that episode.
- (c) All scenes of principal photography/videotape recording shall be referred to as "studio scenes". Provided that an Artist engaged by the day who is required to perform work in more than one episode in a week shall be paid in accordance with the relevant sub-paragraph 10B(a) hereof.
- (d) Apart from recording of scenes commonly referred to as "pick-ups" and "re-shoots", those scenes of an episode which are recorded during a week other than the week of principal photography/videotape recording of that episode shall be referred to in this clause as "location scenes", whether such scenes are recorded on film or videotape.

## **E POST SYNCHRONISATION**

- (a) A Performer post-synchronising his/her own voice, unless such work is carried out during the period of his/her engagement, shall be paid at the hourly equivalent of the BNF, with a minimum call of two and one half hours.
- (b) A Performer post-synchronising another Performer's voice (dubbing) shall be paid the hourly equivalent of 6.3% of the Performer's weekly Agreement Rate per hour plus repeat and residual fees with a minimum call of two and one half hours.
- (c) If post-synchronisation is required after the completion of the Performer's engagement Seven will contact the Performer or his or her agent with reasonable notice of this requirement. Seven and the Performer will seek to negotiate a mutually agreed time bearing in mind the other commitments of the Performer and the needs of the production. If the Performer is not available to perform the post-synchronisation on reasonable notice and within a reasonable timeframe Seven may arrange for the post-synchronisation to be undertaken by another Performer.
- (d) The voice of a Performer (excluding Juvenile performers) shall not be dubbed in the English language without the written consent of such Performer or of the MEAA, which consent shall not be unreasonably withheld. In the event of oral consent being obtained, it shall be confirmed by either party in writing. Such consent may not be sought as a condition of engagement unless the written consent of the Alliance has been obtained prior to the engagement of the Performer(s), except where that Performer is a puppeteer or animation voice Performer.

“Post synchronisation” means that post-production process of recording over the original production recording of the whole or part of a Performer’s voice for the purpose of amendment or correction including, but not limited to, amending dialogue and increasing the clarity or audio-quality of the Performer’s voice but does not include the recording of an accent, dialect or language different from the accent, dialect or language used by the Performer in the original production recording.

“Dubbing” means the post-production process of recording over the original production recording of the whole of a Performer’s voice for the purpose of recording an accent or dialect or language different from the accent or dialect or language used by the Performer in the original production recording.

#### **F JUNIOR RATES**

The minimum rate of pay for junior Artists shall be the undermentioned percentage of the Agreement Rate for the applicable type of program and classification set out in this clause -

15 years and under: 50%

#### **G SAVINGS PROVISION**

This Agreement provides for minimum agreement rates for Artists engaged by the week based on 38 ordinary hours. For Artists engaged by Seven as at the commencement date of this Agreement on a BNF calculated on a 40 hour basis (being 38 ordinary hours plus two hours pre-bought overtime at single time), in respect of any continuing weekly engagement of the Artist, the Artist must be paid at least the applicable amount set out in Schedule F, being the 40 hour rates set out in the previous agreement. Provided that if the Artist is engaged on a weekly basis on a Serial Drama or Serial Comedy and agrees to a further engagement on the basis of 1 or 2 Episodes per week (rather than 3, 4 or 5 Episodes per week), this clause will not apply and the Artist will be paid the relevant rate under this clause 10.

### **11. HOURS OF WORK**

- (a) Subject to the provisions of Clause 12 the ordinary hours of work shall be based on an 8 hour day exclusive of meal breaks to be worked continuously between 7.00 am and 8.00 pm Monday to Friday and shall not exceed -
- (i) for Artists to whom the provisions of sub-clause A of Clause 10 of this Agreement apply - 38 hours per week;
  - (ii) for Artists to whom the provisions of sub-clause B of Clause 10 of this Agreement apply and who perform work in -
-

- 1 or 2 episodes per week – 32 hours per week
- 3, 4 or 5 episodes per week - 38 hours per week.

The parties note that where ordinary hours of work are 38 hours per week for certain employees, a 40 hour week (with 2 hours of overtime at single time) is usual and reasonable in light of the needs of the workplace, the usual patterns of work in the television production industry and the nature of the employees' roles. The parties acknowledge that under section 61 of the Act, an employee may refuse to work unreasonable additional hours, taking into account the matters set out in section 62 of that Act.

- (b) All meal breaks other than tea breaks shall be in the Artist's time. Tea breaks shall be counted as time worked.
- (c) Travelling time both ways to/from the point that is 20 kilometres from the pick-up point and the place of work shall be counted as time worked except in the following circumstances:
- (i) where the Artist is on a bona fide location and the Artist has elected to stay at a place of accommodation further from the place of work than where the majority of cast are staying in which case the travel time for that Artist will be deemed to be the time taken to and from the place of accommodation where the majority of cast are staying to and from the place of work;
  - (ii) where on a bona fide location the cast are provided with a standard of accommodation which is superior to the accommodation which is available closer to the place of work (which is of a minimum standard as referred to in clause 16(d)(i) of this Agreement), the travel time for the Artist will be deemed to be the time taken to and from the closer accommodation;
  - (iii) Interstate Artists
    - (A) where the Artist has been engaged from interstate 50% of the travel time to or from the place of accommodation to or from the studio (provided the studio is within a 20km radius of the GPO) will be counted as time worked;
    - (B) where the Artist has been engaged from interstate the first 15 minutes of the time taken to travel to and from his/her place of accommodation to or from location will not be counted as time worked;
  - (iv) For the avoidance of doubt, travelling time within a radius of 20 kilometres from the pick-up point is not counted as time worked.
-

## 12. OVERTIME AND PENALTY RATES

- (a) The Artist shall work such overtime as Seven may reasonably require.
  - (b) All time worked up to eight hours per day will be paid at single time. For all time worked in excess of eight hours per day on Monday to Friday payment shall be made at the rate of time and a half for the first three hours and double time thereafter. For purposes of calculating overtime payments each day's overtime shall stand alone.
  - (c) For all time work in excess of 38 hours per week, payment shall be made at the rate of single time for the first two hours, time and a half for the first three hours thereafter and double time after that.
  - (d) Where an Artist is rostered a day free of duty between Monday and Friday s/he may be worked on Saturday as part of his/her ordinary hours of work. Where ordinary hours of work are worked on a Saturday such ordinary hours shall not exceed 8 hours exclusive of meal breaks and shall be paid for at the rate of time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the following rate of payment of such overtime shall be time and three quarters for the first three hours and double time thereafter.
  - (e) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (ie where Saturday is a 6th or 7th day of the week) it shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All time worked on a Sunday shall be at double time.  
  
For the purpose of this Agreement, a week shall be deemed to be Monday to Sunday unless Seven notifies any affected Artist and their nominated representative in writing that another consecutive seven day period shall be deemed to be the week for any particular production.
  - (f) For all work performed between 8.00 pm and 7.00 am a penalty rate of 25% shall be paid for each hour so worked. Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty shall be 50%.
  - (g) For half daily engagements time worked in excess of four hours shall be paid for at the appropriate overtime rate.
  - (h) For the purpose of calculating penalty payments prescribed in this Agreement -
    - (i) divide the weekly or daily BNF of the Artist by the number of ordinary hours prescribed by subclause 11(a) plus any pre-bought overtime, if any, up to:
-

- (A) 32 hours (in the case of Artists engaged by the week for 1 or 2 episodes per week in a Serial Drama or Serial Comedy);
    - (B) 40 hours (in the case of all Artists engaged on a weekly basis, other than those described in 12(h)(i)(A) above);
    - (C) 8 hours (in the case of Artists engaged on a daily rate); and
  - (ii) apply the appropriate penalty to this figure.
- (i) Overtime and penalty rates shall be based on the Artist's BNF except where the Artist's BNF exceeds 5 times the relevant minimum Agreement Rate, for the purposes of calculating overtime only (excluding pre-bought overtime which will be calculated on the Artist's actual BNF), the Artist's BNF will be deemed to be five times the Agreement Rate. The provisions of this clause relating to a deemed BNF shall not come into effect where the Artist's contract has been entered into prior to the date of approval of this Agreement and continues beyond the date of approval of the Agreement (excluding any option to renew), or where an Artist is engaged on the current series of a series or serials production that commenced prior to the date of approval of this Agreement, in such cases overtime shall be based on the Artist's BNF.
- (j) Seven may negotiate a rate of pay with an Artist to include payment for a specified number of hours of overtime (whether worked or not) provided that:
- (i) the details thereof are set out in writing (signed by or on behalf of Seven and the Artist) prior to the commencement of the engagement, and
  - (ii) the amount of such rate shall not be less than the aggregate of all applicable rates.
- (k) Where the Artist is engaged on a weekly contract and overtime is purchased in advance pursuant to subclause 12(j) the following shall apply:-
- (i) In the case of engagements where the ordinary hours of work are 38 per week, Seven shall in addition to such overtime purchased in advance be liable for the payment of additional overtime in any week calculated in accordance with this Agreement, if the Artist, on any one day, works in excess of the number of hours calculated by dividing the sum total of the Artist's ordinary hours per week and the number of hours per week purchased in advance by the number of days per week for which the Artist is contracted.
-

- (ii) In the case of engagements where the ordinary hours of work per week are 32 and the Artist works in excess of ordinary hours on any one day, then Seven may utilise any unused overtime which has been purchased in advance for payment of up to four hours of overtime on that day.
- (l) Overtime shall not be paid twice for the same time worked and shall be paid for to the nearest half hour.

### **13. BREAKS BETWEEN WORK PERIODS**

- (a) An Artist shall be allowed a break of ten consecutive hours between the time s/he ceases work on a day and the time s/he next starts work. If the Artist starts without having received the break, s/he shall be paid at the rate of double time (BNF) until s/he receives such a break.
- (b)
  - (i) Where an Artist is scheduled only a single day off in a week the minimum break for that day shall be 34 consecutive hours calculated from the time the Artist stops work on the day prior to the break. Where an Artist does not receive such a break of 34 hours s/he shall be paid at the rate of double time (BNF) for that period of time worked which is equal to the time by which the 34 hour break was shortened.
  - (ii) For the purpose of this subclause publicity and/or promotion work shall not be regarded as work in a 34 hour break and such work shall be paid for at the rate prescribed in clause 37.

### **14. LAY DAYS**

If a performer is required to stay away overnight from his/her place of residence but is either called for wardrobe or rehearsals or not required to work (not being his/her usual day/s off) s/he shall receive his/her BNF for each day, unless such performer is engaged on a weekly basis. This payment applies in place of, and not in addition to, any allowance which may be payable under this Agreement, to a performer who is called for wardrobe or rehearsals.

### **15. PUBLIC HOLIDAYS**

- (a) All Artists will be entitled to the following public holidays observed in the State, territory or locality where work is being performed without loss of pay:
  - New Years Day

- 
- Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Monday
  - Anzac Day
  - Queen's Birthday Holiday
  - Eight Hour Day/Labour Day
  - Christmas Day
  - Boxing Day
- (b) In addition, in any calendar year an Artist working in a production will be entitled to a maximum one (or in the case of the ACT two) public holidays from the following list if these occur in the place where the Artist is working on that production without loss of pay:
- Melbourne Cup Day (Vic)
  - Royal National Show Day (Qld)
  - Adelaide Cup Day (SA)
  - Foundation Day (WA)
  - Canberra Day (ACT)
  - Trades and Labor Council Picnic Day (ACT)
  - Picnic Day (NT)
- (c) In addition all Artists will be entitled to all regional public holidays gazetted for observance in the state, territory or locality of the production office without loss of pay.
- (d)
- (i) By agreement between a majority of Artists and Seven, a public holiday may be moved to another agreed day on which the Artist had been scheduled to work ordinary hours. Where this occurs all work on the public holiday will be paid at ordinary time.
-

The general conditions upon which consideration of the moving of a public holiday will be given is where the Artists will receive the benefit of an extended period free of work.

- (ii) However, in relation to major public holidays listed below, these will not be moved:
- New Years Day
  - Good Friday
  - Easter Saturday
  - Christmas Day
  - Boxing Day
- (e) Except in relation to substituted public holidays per Clause 15(d)(i), if Seven does require an Artist engaged to work on any of the public holidays referred to in this clause Seven will pay the Artist for all hours so worked at the rate of double time and a half, with a minimum payment as for four hours.
- (f) If by reason of any of the public holidays referred to in this Clause to which an Artist is entitled being a weekday on which no work is done, an Artist engaged by the week shall be credited with eight hours work for each such holiday and his/her wage for the week paid without deduction.

## **16. TRAVELLING – ACCOMMODATION - TRANSPORT**

- (a) Artists when travelling shall, where applicable, be provided with first class tickets for train (including sleeping accommodation), ship or in the case of aircraft with an economy class ticket to their destination or if to location then to the terminal nearest the location or location accommodation. If travelling during normal meal time and a meal is not provided, allowances shall be paid as set out in Clause 17 hereof.
- (b) Seven shall not require an Artist to undertake an assignment if it necessitates his/her travelling by air or any other conveyance to which such Artist has a reasonable objection.
- (c) All air travel shall be made by a regular passenger carrying airline or when same is not available then by passenger carrying charter flight.
- (d)
- (i) An Artist required to stay overnight from his/her place of residence shall be provided with modern motel type accommodation with bath or shower room and toilet facilities therein and, where possible, unshared.

- (ii) Where it is impossible for Seven to obtain such accommodation the Artist shall be paid the following allowances:
  - (A) Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided - \$10.06 per day.
  - (B) Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewered mining camps \$20.44 per day.
  - (C) Where accommodation is provided at the standard of shearers' quarters, rough mining camps, or by camping - \$40.67 per day.

For the purpose of this paragraph it will be deemed impossible for Seven to obtain accommodation of the type referred to in paragraph 16(d)(i) where it is necessary for the Artist to spend more than one and one half hours travelling from the location to the nearest accommodation.

- (e) An Artist when travelling during meal periods shall either be provided with a satisfactory meal or paid allowances of \$15.16 for breakfast, \$17.11 for lunch and \$26.08 for dinner in lieu thereof.
- (f)
  - (i) An Artist required to travel interstate and to commence work before 9.00 am on the first day of employment shall be provided with overnight accommodation for the preceding night and if required to continue working after 7.00 pm on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her or in any event, if return transport is not then available to the Artist's place of residence.
  - (ii) An Artist not required to travel interstate but required to travel more than eighty kilometres from his/her place of residence and to commence work before 9.00 am on the first day of employment shall be provided with overnight accommodation for the preceding night, if so desired by him/her and if required to continue working after 6.00 pm on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her (or in the case of daylight saving, 7.00 pm).
- (g) If an Artist is required to travel to or from an engagement on any day on which s/he is not being paid for work s/he shall travel at a time which as far as possible shall be at a time to suit his/her convenience and be paid at the hourly equivalent of the relevant daily Agreement

Rate specified in clause 10 with a minimum of 4 hours payment (meal breaks excluded).

- (h) An Artist shall be provided with transport between the pick-up point and place of work if s/he so requires.
- (i) An Artist required to carry any baggage of not less than eight kilograms or which cannot be conveniently carried by him/her by hand to a location or studio pick-up point shall be provided with taxi or private automobile transport to and from his/her place of residence.
- (j) An Artist required to stay away overnight from his/her place of residence shall be provided with transport or paid the cost of same both ways between all town or city transport terminals, places of work and places of overnight accommodation.
- (k) An Artist not required to stay away overnight from his/her place of residence shall be provided with taxi or private automobile transport either way as relevant between his/her place of residence and the place of work or paid the cost of same in any of the following circumstances:
  - (i) when the Artist's work commences before 7.00 am or finishes after 7.00 pm (8.00 pm daylight saving) except -
    - (A) where the Artist has his/her own means of transport, and
    - (B) In the case of any extra, unless there is no reasonable public transport available or where the location is isolated.
  - (ii) When an Artist commences or finishes work at a time when the normal means of regular transport is not available within thirty minutes of the Artist's commencing or finishing time.
- (l) If Seven agrees an Artist may arrange to make his/her own way to the place of work at his/her own expense if it is more convenient for him/her to do so.
- (m) Where an Artist agrees, at the request of Seven, to use his/her own motor vehicle or motor cycle, the Artist shall be paid the following allowances:
  - (i) Motor car: \$0.75 cents per km
  - (ii) Motor cycle: \$ 0.41 cents per km

For the purpose of calculating payments under this provision, it shall be deemed that the Artist travelled from the point that is 20 kilometres from the pick-up point to the place of work and return. For the

avoidance of doubt, no allowance is payable for travel within a radius of 20 kilometres from the pick-up point.

- (n) From 1 July 2015, where an Artist agrees to use his/her own motor vehicle or motor cycle, the Artist shall be paid the following allowances:
  - (i) Motor car: \$0.75 cents per km
  - (ii) Motor cycle: \$ 0.41 cents per km

For the purpose of calculating payments under this provision, it shall be deemed that the Artist travelled from the point that is 20 kilometres from the pick-up point to the place of work and return; or from their place of residence to the place of work and return; whichever is the lesser. For the avoidance of doubt, no allowance is payable for travel within a radius of 20 kilometres from the pick-up point.

- (o) Where the performer is less than 16 years of age Seven shall provide the performer with suitable transport either way between his/her place of residence and the place of work.
- (p) Where Seven is required to provide transport for an Artist under this Agreement, where possible, Seven shall advise the Artist in advance, of such arrangements.

## **17. MEAL BREAKS AND REST PERIODS**

- (a) If duty commences before 5:30am Seven shall allow a half hour break between 6:30am and 8:00am. This break shall be considered as time on duty and breakfast shall be provided by Seven or an allowance of \$15.16 shall be paid. Where duty commences between 5:30am and 7:00am Seven shall make available a light breakfast (e.g. coffee and a roll) to be taken without any break in working time.
- (b) An Artist shall be allowed meal periods of not less than half an hour nor more than one hour between 12 noon and 2.00 pm for lunch and 5.00pm and 8.00pm for dinner except in the case of daylight saving when the dinner break shall be between 6.00pm and 9.00pm. A meal break shall not be considered as time on duty. Provided that in any event a meal break shall commence not later than five hours from the start of the work session involved.
- (c) Upon location if a satisfactory lunch cannot be obtained by the Artist such meal shall be provided by Seven or the Artist shall be paid the amount of \$17.11. Upon location dinner shall be provided by Seven or the Artist shall be paid an amount of \$26.08.
- (d) If the meal period is not allowed as herein before provided, the normal time of the meal period shall be paid for at the rate of time and a half of the BNF for week days and at time and three quarters for Saturdays, at double time for Sundays and at double time and a half for public

holidays and the Artist shall be permitted to have his/her usual meal period without deduction from his/her BNF as soon as possible after the prescribed meal period.

- (e) Notwithstanding the above where any Artist is required to work beyond the time of a second meal break such meal shall be provided by Seven or the appropriate meal allowance shall be paid to the Artist by Seven.
- (f) When overtime duty is performed beyond 12 midnight a supper break of half an hour must be allowed and taken as time on duty. Seven must provide supper or reimburse the Artist at the rate of \$17.11 per supper.
- (g) Artists shall be granted a rest period of ten minutes during the morning and afternoon of each day when refreshments shall be provided. Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period shall be of twenty minutes duration. No Artist shall be entitled to more than one rest period during each morning or afternoon.
- (h) When proper meals are unavailable or the Artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc. Seven shall provide adequate meals or pay the Artist in lieu thereof an amount of \$17.11 for lunch and \$26.08 for dinner.
- (i) An Artist required to start work at a time which does not allow him/her to obtain breakfast at the place of accommodation, shall be provided with an adequate breakfast prior to actually starting work and allowed a meal break of thirty minutes in his/her time.
- (j) All meal breaks and rest periods are to be uninterrupted, and free from hair, wardrobe make-up and rehearsal calls and other work.

## 18. ANNUAL LEAVE

The terms of this clause 18 apply except that a provision of the NES about annual leave prevails over the terms of this clause to the extent to which, in a particular respect, the NES provides for a more beneficial outcome for the Artist.

- (a) This clause applies to Artists, other than casual Artists.
- (b) Period Of and Payment For the Period of Annual Leave.

An Artist shall be allowed by his/her employer a continuous period of four weeks' annual leave exclusive of public holidays after 12 months continuous service less the period of annual leave taken. The Artist's entitlement to annual leave accrues progressively during a year of service according to the Artist's ordinary hours of work. The Artist shall prior to going on leave, receive his/her TOTAL FEE for that period. In

addition, prior to going on leave, the Artist shall be paid a sum equal to 17.5% of the aforementioned fee as annual leave loading.

(c) Time of Taking Leave.

Annual leave shall be given at a time fixed by Seven within three months from the date when the right to leave has accrued. Seven may allow annual leave to an Artist before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued. Where annual leave has been granted to an Artist pursuant to this subclause before the right thereto has accrued and the Artist subsequently leaves or is discharged from the service of Seven, before completing the twelve months' continuous service in respect of which the leave was granted Seven may deduct the amount paid in excess of leave accrued due from any remuneration payable to the Artist upon termination of the employment.

(d) Notice of Date of Commencement of Annual Leave.

An Artist shall be given at least four weeks' notice of commencement of annual leave except where an Artist has not been employed for a sufficient period to allow for such notice to be given.

(e) Broken Leave.

Annual leave shall be given and taken in four consecutive weeks or in lesser periods if Seven and Artist so agree, none of which shall be less than one week's duration.

(f) Annual Leave Exclusive of Public Holidays.

Where any public holiday for which the Artist is entitled to payment under this Agreement occurs during the period of annual leave of any Artist under this clause, the period of annual leave shall be increased by one day in respect of each such holiday.

(g) Proportionate Leave.

- (i) Where an Artist's engagement terminates and the Artist has become entitled to annual leave Seven shall be deemed to have given the annual leave (or such portion of it as has not been taken by the Artist) from the date of termination of the engagement and shall forthwith pay to the Artist, in addition to all other amounts due to him/her, his/her TOTAL FEE for the period of leave due.
  - (ii) In respect to any period of employment which is less than twelve months, such period being computed from the date of commencement of the engagement (or, where the Artist has
-

during the engagement become entitled to annual leave, computed from the date on which s/he became entitled to annual leave), Seven shall forthwith pay to the Artist, one twelfth his/her earnings calculated on the TOTAL FEE for that period.

(iii)

(1) In addition to the payment prescribed in paragraph 18(g)(ii) hereof, where the performer has completed less than 52 weeks but more than 42 weeks of continuous service in a calendar year, Seven shall, in respect of any such period pay the performer an annual leave loading which shall be a percentage of the payment prescribed in paragraph 18(g)(ii) hereof, such percentage to be calculated as follows:-

$$\frac{(17.5 \times \text{period of continuous service})}{52}$$

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(2) In calculating 'continuous service' only employer-initiated breaks of up to nine weeks (including annual closedown) in a performer's employment during a calendar year shall be deemed to be time of service for the purpose of this paragraph.

Where employment carries over from one calendar year to another and that employment is continuous but for a break in work caused by an annual closedown, the closedown period shall not affect an entitlement to annual leave loading referred to in subparagraph (1), but shall not count as service for the purpose of this paragraph. In such circumstances, the annual leave loading shall be payable in respect of the period from the performer's date of commencement of employment to the anniversary of that date and, thereafter, subject to the performer qualifying for payment of the annual leave loading pursuant to this paragraph, in respect of any twelve month period from such anniversary date. Provided that such annual leave loading shall be paid at the time the performer is next paid the annual leave referred to in paragraph 18(g)(ii) or on the date of termination of his/her services whichever occurs first.

(3) This paragraph shall only apply to a period of continuous employment as provided in sub- paragraphs (1) and (2) hereof commencing on or after 1st January 1991.

(h) Annual Close Down.

Where Seven closes down production or a section thereof for the purpose of allowing annual leave to all or the bulk of the Artists engaged in production or section or sections concerned the following provisions shall apply:

- (i) Seven by giving the maximum possible period of notice but in any case not less than one month of its intention to do so may stand down for the duration of the close down all Artists concerned and allow to those who are not then entitled to four full weeks leave pursuant to subclause (a) hereof, paid leave on a proportionate basis calculated at the weekly TOTAL FEE rate for 3.08 hours for each five ordinary working days worked.
- (ii) An Artist who has qualified for four full weeks leave pursuant to subclause (a) hereof and has also completed a further week or more of continuous service shall be allowed his/her leave in accordance with subclause (a) hereof and shall also be paid on a proportionate basis at the weekly TOTAL FEE rate for 3.08 hours for each five ordinary working days worked since the close of his/her last twelve month qualifying period.
- (iii) The next twelve monthly qualifying period for each Artist affected by such close down shall commence from the day on which the production or section or sections covered is re-opened for work. Provided that all time during which an Artist is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve month qualifying period.

If in the first year of his/her service with Seven an Artist is allowed proportionate annual leave under paragraph 18(h)(i) hereof and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by Seven through no fault of the Artist s/he shall be entitled to the benefit of paragraph 18(h)(i) hereof subject to adjustment for any proportionate leave which s/he may have been allowed as aforesaid.

- (i) Seven may require an Artist to whom payment has been made under clause 18(c) to take leave without pay for the period or periods of leave (including any period for which a pro rata leave payment was made) for which the Artist was paid under that clause.

## **19. ABSENCE FROM DUTY**

- (a) An Artist engaged by the week who is absent from duty will not be entitled to be paid for that absence, provided that this provision will not apply if the:
  - (i) Artist is entitled to paid leave under the Act or this Agreement;  
or
  - (ii) the absence was reasonable because of either:

- (A) Illness of the Artist due neither to his/her own default nor to accident arising otherwise than out of and in the course of his/her employment; or
  - (B) Bodily injury to the Artist caused by accident arising out of and in the course of his/her employment.
- (b) Under the NES, to be entitled to paid and unpaid personal/carer's leave, an Artist must notify Seven as soon as practicable of the commencement and the period (or expected period) of such absence, and if then so requested by Seven, produce or forward to Seven satisfactory documentary evidence in support of the notification of the absence as soon as reasonably practicable. These requirements do not apply to an Artist who could not comply due to circumstances beyond the Artist's control.

## 20. NOTICE OF CALL TIMES

An Artist shall be notified at the end of each day's work of the commencing time for the next day's work but in any event not less than ten hours' notice of starting time must be given to the Artist.

## 21. HOLDS

- (a) Seven may not arrange with an Artist or Artist's agent for the placing of a hold upon an Artist for a period exceeding 36 hours (or, where the hold is placed on a Friday or on a day immediately preceding a public holiday, for a period extending beyond the next normal working day) from the time of commencement of such hold, and an Artist or his/her agent shall not agree to such hold exceeding 36 hours or extending beyond the next normal working day as the case may be.
- (b) Seven shall use his/her best endeavours to advise the Artist prior to the expiry of the hold period whether or not the Artist's services are required and in the absence of cancellation or postponement the hold shall be deemed to have lapsed.
- (c) Except in exceptional circumstances (e.g. weather conditions), Seven may not arrange to place an Artist on hold in excess of 3 times in any one calendar month.

## 22. ADDITIONAL ROLES

- (a) Except by consent an Artist shall not be required to play any additional role other than that for which s/he was originally engaged except where:
  - (i) The character or role for which s/he was engaged is of such a nature as to require that s/he play more than one character or role.

- (ii) The performance is a variety performance.
  - (iii) Extraordinary circumstances or an emergency exists.
- (b) Where it becomes necessary for an Artist to play any role other than that for which s/he was originally engaged and which additional role may or may not involve the speaking of dialogues s/he shall receive additional payment at the Agreement Rate prescribed herein for each such additional role.

### **23. CANCELLATION AND POSTPONEMENT**

- (a) A call may be postponed without payment to the performer provided that not less than seven days' notice has been given to the performer prior to the time of the original call. Should less than seven days but five days or more notice of such alteration be given the performer shall be paid 16 2/3% of the BNF calculated on a daily basis for such altered call. Should less than five days but two days or more notice of such alteration be given the performer shall be paid 33 1/3% of the BNF calculated on a daily basis for such altered call. Should less than forty-eight hours notice but more than twenty-four hours notice of such alteration be given the performer shall be paid 50% of the BNF calculated on a daily basis for such altered call. In the event that less than twenty-four hours notice is given the performer shall be paid 75% of the BNF calculated on a daily basis for such altered call.
- (b) Where a performer has been booked and no work is performed on that day due to weather conditions s/he shall be paid 50% of the BNF calculated on a daily basis for such day if s/he has not been required to attend the place of work, or 75% of the BNF if s/he has attended the place of work. Provided that if the performer has attended the place of work and was not advised of the postponement prior to the commencement of the call or the place of the call was more than 20km from the GPO the performer shall receive his/her BNF in full.
- (c) Calls substituted for the postponed call shall be paid for at the rate negotiated for the original call.
- (d) If a call is cancelled the Artist shall be paid his/her TOTAL FEE.

### **24. COMPLETION OF WORK IN ONE PROGRAM**

Unless specified at the time of the engagement if an Artist's work in one program is not completed within two consecutive weeks after his/her first call for that program s/he shall be paid for each day exceeding such two consecutive weeks and such payment shall continue until his/her work in the program is complete. Provided that the foregoing shall not apply:

- (a) To sustaining Artists engaged to appear in most programs of a series.
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- (b) In regard to short retakes necessitated by technical requirements.
- (c) In emergencies arising from circumstances beyond Seven's control.
- (d) To programs of a playing time in excess of sixty minutes.

## **25. HAZARDOUS ACTION**

Seven shall not require an Artist to render service which is hazardous or dangerous involving any degree of risk to him/herself or any other person or to property.

## **26. INSURANCE COMPENSATION**

Seven shall insure performers in accordance with the requirements of the relevant Workers' Compensation Act relating to the areas of Australia in which they are required to perform.

## **27. LATE ARRIVALS**

Seven shall not be bound to accept the services of any Artist who presents him/herself without reasonable cause or excuse after the time at which such Artist shall have been required to be present at the time and place fixed for commencing work and, subject to any entitlement to paid personal leave under the Act, Seven shall not be bound to recompense such Artist in respect of such attendance.

## **28. TERMINATION OF EMPLOYMENT**

- (a) The Artist shall perform in good faith and to the best of his/her ability all of the services to be rendered by him/her for which s/he is engaged and as required by Seven and s/he shall comply with all Seven's reasonable directions and requests.
- (b) In the event that the Program on which an Artist is engaged to work is terminated, Seven may terminate the engagement of the Artist by giving the Artist notice of seven weeks.
- (c) Seven may terminate the employment of an Artist without notice for negligence or misconduct.
- (d) Notwithstanding anything elsewhere contained in this Agreement, Seven may deduct payment for any day or part thereof where an Artist cannot be usefully employed because of any strike, ban on work, or any other stoppage or interference beyond the control of Seven or because of the operation of this clause but subject to the following conditions:
  - (i) Where Seven proposes to exercise the right given hereunder, it shall notify the Artist and their representative. During the

period such notification remains in force, the Artist shall be deemed to be stood down for the purpose of this sub-clause.

- (ii) An Artist who is stood down as aforesaid, shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.
  - (iii) Seven, if requested by an Artist stood down or about to be stood down under this sub-clause shall on the day of the stand down or as soon as practicable pay the Artist:
    - (A) All monies excluding Annual Leave due and payable to the Artist under his/her contract of employment as at the date on which the Artist is stood down.
    - (B) All monies excluding Annual Leave not due and payable to the Artist under his/her contract of employment as at the date on which s/he remained stood down but which would if s/he remained stood down be paid to him/her on the pay day next after the date on which s/he is stood down.
    - (C) Any payments which would be made to the Artist under Clause 18, Annual Leave of this Agreement, as if the employment of the Artist was terminated on the date s/he was stood down provided that such payments shall if Seven so determines or the Artist so requests be limited to a period of annual leave which is the same in length as the period for which the Artist is stood down. Any payment made under this paragraph shall be in lieu of and in full satisfaction of any entitlement of the Artist under Clause 18 of the Agreement for the period of service in respect of which such payment is made.
  - (iv) An Artist who is stood down shall be entitled to take other employment and complete his/her commitment to the new employer prior to returning to work provided that such other employment commences and concludes at any time within the first seven complete consecutive days of the stand down or if it takes place after such seven consecutive days does not exceed forty eight consecutive hours duration. On obtaining such employment the Artist shall advise Seven immediately of his/her commitment. If Seven objects to such commitment, the Artist may refer the matter to the Artist's representative. who may discuss it with Seven. If no agreement is reached in those discussions, the matter may be referred to FWC.
  - (v) Any Artist stood down hereunder who wishes to take employment for periods longer than those specified in paragraph (iv) hereof shall first obtain the consent of his/her
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employer thereto and Seven may attach such conditions to that consent as it deems appropriate. Where Seven does not give its consent or attaches conditions thereto which the Artist considers inappropriate, the Artist shall refer the matter to the Artist's representative who may discuss it with Seven. If no agreement is reached in those discussions, the matter may be referred to FWC.

- (vi) Notwithstanding anything herein before contained, Seven will not deduct payment for any day prescribed by the Agreement as a public holiday which occurs during the period of stand down of an Artist except to the extent that such Artist becomes entitled to payment for the public holiday in other employment. An Artist claiming payment for a public holiday under this paragraph shall, if required by Seven, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

## 29. CREDITS

All performers, excluding bit players, shall receive a visual and legible cast credit which shall show the performer's name and, in the case of all lead and main supporting performers, character identification, except -

- (a) in the case of non-lead and non-main supporting performers, where time or distribution requirements necessitate the truncation of credits, and
- (b) in exceptional circumstances, in which case the agreement of the MEAA shall be obtained.

## 30. WARDROBE/MAKE-UP

- (a) All properties, wigs, footwear and articles of clothing not possessed by the Artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport shall be provided by Seven.
- (b) Should Seven desire the Artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the Artist may provide such wardrobe etc., if it is already in his/her possession. In the event that such wardrobe etc., is not in the Artist's possession, it shall be provided by Seven.
- (c) All wardrobe etc., supplied by either Seven or the Artist shall be maintained in a satisfactory and hygienic condition by Seven. Any damage to wardrobe etc. supplied by an Artist shall be the responsibility of Seven who shall fully compensate the Artist for such damage.

- (d) Seven may elect, as an alternative to his/her obligation pursuant to subclause 30(c) hereof, to pay the following allowance:-
- (i) in the case of a performer who provides his/her own:
    - (A) formal wear wardrobe (including any special 'character' costume), \$49.09 per outfit for each week or part of a week the performer provides the outfit, such amount to be inclusive of any rental fee; and
    - (B) other wardrobe, \$29.27 per outfit for each week or part of a week the performer provides the outfit, and
  - (ii) in the case of an Artist (except a performer) who provides his/her own formal wear wardrobe (including any special 'character' costume), \$49.09 per outfit per week or part of a week the Artist provides the outfit, such amount to be inclusive of any rental fee.

For the purpose of this subclause "week" means a period of 7 consecutive days calculated from the first day on which an Artist provides his/her own outfit under sub-paragraphs 30(d)(i) and 30(d)(ii) hereof.

- (e) Where an Artist is called by Seven for the purpose of a wardrobe call, s/he shall be paid per hour at the rate set out below, with a minimum call of two and one half hours unless the Artist is already being paid for such time.

From date of approval of this Agreement by the FWC	\$36.74
From 1 January 2014	\$37.73
From 1 January 2015	\$38.71

- (f) All make-up shall be supplied by Seven.
- (g) Time taken for the application of make-up shall count as time worked but removal of make-up shall be in the Artist's own time except where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, when the actual time taken to remove such make-up, up to a maximum of 30 minutes, shall count as time worked. Provided that where Seven and an Artist agree that there are bona fide and special circumstances requiring more than 30 minutes in the removal of such make-up, the time actually taken in such removal shall be counted as time worked.

### 31. FACILITIES

(a) Studio

At any place of work that can reasonably be regarded as studio work Seven shall provide adequate clean, well lit and well ventilated change rooms and separate rooms and facilities for the sexes, mirrors, proper seating, clean towels and soap, and where necessary, showering conveniences and hot and cold water.

In addition, for performers engaged on any on-going serial or series production, Seven shall make available a "green room" or like facility for the use of such performers in accordance with industry practice.

Such "green room" or facility shall be well lit and ventilated and contain adequate seating. Telephone facilities and tea and coffee making facilities shall be provided within a practicable distance from the green room or facility.

In the case where children and Juvenile performers are working in a studio, Seven shall use its best endeavours to provide a separate green room for the children and for the purpose of tutoring Juvenile performers.

(b) On Location

On location work, Seven shall, except in exceptional circumstances (e.g. when filming at sea), provide adequate shelter from inclement weather, adequate shelter from the sun, change rooms or private enclosed change space, washing conveniences, towels, soaps, hygienic toilet conveniences, and adequate seating on and off set. Where on location, any Artists are present, Seven shall, subject to the exigencies of the location, use its best endeavours to provide an enclosed area (e.g. room, marquee, tent or other suitable facility) for the Artists' use in accordance with industry practice. In the case where children and Juvenile performers are on location, Seven shall, subject to the exigencies of the location, use its best endeavours to provide a separate enclosed area for the children and for the purposes of tutoring of Juvenile performers.

### 32. PAYMENT OF WAGES

- (a) Except as otherwise provided all amounts due to an Artist in respect of work carried out during the seven consecutive days ending at midnight on a Saturday (or during each other regular seven day period substituted for there) shall be paid to the Artist within the succeeding seven days.
- (b) Meal money and payment in lieu of accommodation shall be paid to an Artist on a day to day basis.
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- (c)
- (i) A Statement of Earnings (pay advice form) shall be included with each performer's pay. Such form shall clearly and separately identify all deductions and payments made to the performer including where relevant, but not limited to: payment for ordinary hours, overtime purchased in advance, overtime, overtime additional to overtime purchased in advance, annual leave payments, allowances, payment for miscellaneous calls - post-synchronisation, audition, wardrobe, etc, penalty payments, payments for repeat fees and residual fees, cancellation and postponement fees. Schedule "B" to this Agreement contains a recommended style of Pay Advice Form for performers.
  - (ii) Seven shall provide a detailed Statement of Earnings to each extra, or where the extra is represented, to his/her agent. Where an agent represents more than one extra engaged in a production a Group Statement of Earnings may be provided to the agent which shall separately identify all deductions and a fee breakdown of all payments made to each extra under this Agreement. Schedule "C" contains a recommended style Pay Advice Form for extras.
  - (iii) Seven shall provide and the Artist shall sign a Time Sheet which shall clearly identify the time of the Artist's call, the time of the Artist's arrival at the place of work (or pick-up point), the time that the Artist is released from duty, the commencing and finishing time of all meal breaks and the date of work. Schedule "D" to this Agreement contains a recommended style of Time Sheet. Except where the information in the Time Sheet is contained in the Statement of Earnings referred to in paragraph 32(c)(i), Seven shall:
    - (A) Provide the relevant Time Sheet with each performer's pay; and
    - (B) Provide any extra with a copy of his/her Time Sheet upon request.
  - (iv) Notwithstanding the provisions of paragraphs 32(c)(i), 32(c)(ii) and 32(c)(iii) of this subclause it shall be sufficient compliance with those paragraphs if Seven, who at the date of this variation has operating a system of providing information as to the make up of pay and hours of work which is adequate to enable the information required in paragraphs 32(c)(i), 32(c)(ii) and 32(c)(iii) to be determined, Seven continues with the existing pay advice.
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- (v) Where the performer and Seven enter into a contract which provides for the payment of a single fee for the performer's services, and such a fee is paid once only or in instalments, the provision to the performer of a once-only statement of earnings in any form (eg. a copy of a provision in or an annexure to the contract of employment specifying how the single fee is determined) shall satisfy paragraph 32(c)(i), provided that such Statement gives a detailed breakdown of the fee components as outlined in paragraph 32(c)(i) that have been bought.

### 33. TIME AND WAGES RECORD

- (a) Seven shall keep a record from which can be readily ascertained the name of each Artist, the hours and times worked each day and the payments made in respect to such work.

### 34. AUDITIONS - SCREEN TESTS - INTERVIEWS

- (a) No audition or screen test shall be held in public. The only persons allowed to be present during an audition or screen test shall be Seven and/or members of Seven's production staff.
- (b) No recording of an audition or screen test shall be used in any manner whatsoever other than for private viewing by Seven and/or members of Seven's production staff and such recording may only be retained by Seven solely for reference purposes.
- (c) Artists shall be given the specific times of attendance required for an audition, screen test or interview.
- (d) Minimum rates of pay for audition and/or screen tests (other than an initial audition and/or screen test) shall be paid per hour or part thereof with a minimum payment of one hour at the rate set out below. For the purpose of calculating payment under this provision the Artist will be deemed to have commenced the audition or screen test at the time of the Artist's call or the Artist's arrival time whichever is the later.

From date of approval of this Agreement by FWC \$36.74

From 1 January 2014 \$37.73

From 1 January 2015 \$38.71

- (e) The Artist shall not be required to perform a sex simulated scene in any audition or screen test.
- (f) The Artist shall not be required to appear nude or semi-nude in the first audition or screen test.
- (g) Where Seven requires the Artist to appear nude or semi-nude in an audition s/he must:

- (i) Provide the Artist with a script 24 hours in advance of the auditioning; and
  - (ii) advise the Artist's representative of the scheduled audition at least 48 hours in advance and if requested provide the Artist's representative with a copy of the script.
- (h) Where the Artist is required to appear nude or semi- nude in an audition, the Artist may nominate an individual to be present throughout the audition.
- (i) Where the Artist is required to appear nude or semi- nude in an audition it shall not be recorded.

### **35. NO COMMERCIAL TIE-UPS MAY BE REQUIRED**

- (a) An Artist's name or image shall not be used in commercial tie-ins between a program or programs and commercial goods or in connection with commercial advertising without his/her written consent.
- (b) If any consent of the type described in sub-clause 35(a) above is sought of the Artist, Seven must specify the following in writing;
- (i) a description of the commercial goods;
  - (ii) the brand name, if applicable, which will be associated with the commercial goods and commercial advertising;
  - (iii) a description of the commercial advertising including the number of advertisement, media associated with the advertisements, length or size of advertisements if applicable, and placement of advertisements;
  - (iv) dates for which and locations at which the Artist will be required to attend for the purpose of the creation of the commercial advertising;
  - (v) territories in which the Commercial Tie up with commercial goods and commercial advertising will be exploited;
  - (vi) the manner in which the Artist's name and or image will be used with respect to the commercial goods and commercial advertising;
  - (vii) the duration for which the Artist's name and or image will be used with respect to the commercial goods and commercial advertising.
- (c) If one or more of the items in 35(b) above is/are not known at the time the Artist's consent is sought any provisional consent obtained will be
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subject to Seven seeking the consent of the performer to those unknown items at a later time and to 35(d) below.

- (d) Subject to agreement on the items set out in 35(b) the parties will negotiate on the appropriate remuneration or other consideration to be made to the Artist which will be negotiated having regard to those issues set out in 35(b) and the standing of the Artist.
- (e) All Performers must disclose to Seven the existence of any commercial arrangements they have with any third party in relation to the promotion, sponsorship or endorsement of any product or service or the provision of consultancy services. Seven reserves the right to prohibit the Performer from engaging in any such commercial arrangement in the program during the course of the Performer's engagement with the production. For the avoidance of doubt, this sub-clause does not prevent a Performer from performing voice-over or advertisement work for a third party. Seven will notify Performers of this obligation.

"Commercial Tie-in" means an advertisement or endorsement of a product or service by a Performer or use of the Performer's name, likeness, image or voice in association with a product or service (including merchandising) that is made under instruction pursuant to an agreement between the provider of the product or service and Seven. A Commercial Tie-in is not intended to and will not apply to:

- (i) the incidental use of props which may or may not be branded;  
or
- (ii) program publicity, provided such publicity does not itself contain reference to a specific product or service other than the Program for which the performer is engaged.

## 36. SUPERANNUATION

- (a) In addition to all other payments provided for by this Agreement, Seven shall make a superannuation contribution, currently 9% of the performer's Total Fee, to Media Super on behalf of the performer, so as not to be liable to pay a charge under the Superannuation Guarantee Administration Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth).
- (b) Despite the provisions of clause 36(a) Seven must also make superannuation contributions to a superannuation fund on behalf of an Artist (including extras, double and stand-ins) between the ages of 16 and 18 as if the Artist were 18, if:
  - (i) the Juvenile is engaged on a 12 week contract or longer; or

- (ii) the Juvenile has been employed in the Entertainment Industry for a minimum of six professional engagements; or
- (iii) the Juvenile has previously been employed in the entertainment industry for a minimum of 30 days.

### **37. PUBLICITY/PROMOTION**

- (a) The Artist shall carry out such publicity and/or promotion work for the production outside the Artist's normal working hours as may be reasonable.
  - (b) Seven may require the Artist to be available for publicity and/or promotion work within the Artist's normal working hours.
  - (c) Where the Artist is required to make him/herself available for publicity and/or promotion work outside his/her normal working hours s/he shall be paid at the rate of the BNF with a minimum call of two and one half hours.
  - (d) In carrying out any publicity and/or promotion work pursuant to this clause, an Artist shall, where relevant, be entitled to the provisions of this Agreement in respect of travelling, accommodation and expenses except that:
    - (i) an Artist shall be provided with transport or paid the cost of same both ways:
      - (A) between the Artist's place of residence and the place of publicity and/or promotion work, or
      - (B) where the Artist is required to travel by air to the place of publicity and/or promotion work, between the Artist's place of residence and the airport terminal where the Artist's air travel commences, and between the airport terminal where the Artist's air travel concludes and the place of publicity and/or promotion work; and
    - (ii) an Artist shall be provided with air travel of a class stipulated in the Artists employment contract or in the absence of any such stipulation, pursuant to clause 16(a) of this Agreement.
    - (iii) where the Artist is required to travel interstate or similar distance outside contracted hours payment for hours worked will be calculated from the scheduled departure time of the plane (or other transport) in the home state of the performer to the actual return time of the plane (or other transport) in the home state of the performer.
  - (e) Prior to the Artist's departure s/he shall be provided with an itinerary outlining the places where s/he will be required to attend and the duties
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required of the Artist in carrying out such publicity and/or promotion work (eg. interviews, performance etc.)

### **38. DANCERS**

- (a) All footwear for dancers, where such footwear is provided by Seven, shall be appropriate to the work, clean, properly fitted, braced and rubbered.
- (b) Seven shall ensure that an adequate warm-up space is provided to permit all dancers to "warm-up" thirty minutes prior to the commencement of work. Such warm-up time shall count as time worked.
- (c) A rest break of no less than ten (10) minutes per hour shall be granted during all rehearsal/filming periods.
- (d) Seven shall ensure to the best of its ability that all surfaces on which the dancers are required to perform or rehearse are safe including that they are:
  - (i) resilient and
  - (ii) clean and free of wax, nails etc.
- (e) This clause applies only in circumstances where professional dancers are engaged to perform choreographed or unchoreographed dance (eg. rap, freestyle) to a level normally expected of a professional dancer.

### **39. NUDE/SEX SIMULATED SCENES**

- (a) Seven or his/her representative may not direct the Artist to appear nude, semi-nude or in sex simulated scenes except where such a request has been previously discussed with the Artist and expressly stated in the Artist's contract or the separate written consent of the Artist has been obtained.
  - (b) An Artist's consent to appear nude, semi-nude or in a sex simulated scene may only be sought by Seven where Seven has specified the following in writing:
    - (i) The program, episode and scene where the nudity will be required;
    - (ii) The extent of the nudity involved;
    - (iii) The type of physical contact (if any) required in the scene;
    - (iv) The nature of the wardrobe involved (if any) (see through clothes etc.);
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- (v) And any other relevant information requested by the Artist pertaining to the scene which may reasonably be expected to give full, true and complete disclosure and informed consent.
- (c) Subject to sub-clause 39(d), 39(e)(i) and 39(e)(ii) Seven may, for publicity purposes use:
  - (i) stills of the Artist appearing in scenes referred to in sub-clause 39(a); or
  - (ii) footage of the Artist appearing in scenes referred to in sub-clause 39(a);

provided that the Artist's written consent to such usage has been obtained.

- (d) No still photographs will be taken during the rehearsal or filming of scenes where the Artist is required to appear nude, semi-nude or in sex simulated scenes. A special still photographic session may be conducted immediately prior to or after the filming of such scenes, provided that the Artist's consent is obtained pursuant to sub-clause 39(b) and the Artist is clearly advised prior to and at the time of the stills session that such session is to take place.
- (e) The Artist will be given the right of approval in relation to the selection of:
  - (i) publicity still photographs as referred to in sub-clause 39(d); or
  - (ii) stills of the Artist appearing in scenes referred to in sub-clause 39(a).

The Artist shall not withhold approval beyond any conditions upon which consent may have been provided pursuant to subclause 39(b) or 39(c).

- (f) The Artist may nominate an individual to be present during filming or rehearsal of nude or sex simulated scenes.
- (g) A stand-in or double cannot be used in a scene where the stand-in or double is required to appear nude, semi-nude or in a sex simulated scene, unless the express written consent of the original Artist is obtained.
  - (i) Seven shall ensure during the rehearsal or filming of sex simulated scenes or scenes where the Artist appears nude that the set (or place of rehearsal) will be closed to all but essential production personnel.

- (ii) Where the Artist is directed to appear semi-nude (but not in a sex simulated scene) the Artist may request that the set or place of rehearsal be closed as provided in subparagraph 39(g)(i).
- (h) Seven shall ensure to the best of its ability that all outtakes of the film featuring the Artist in scenes referred to in subclause 39(a) hereof are destroyed. This shall not apply to outtakes held for alternative versions of the film necessitated by overseas distribution requirements. In the event however that outtakes are retained as provided for in this provision such outtakes are to also be destroyed when no longer required.

#### **40. STORAGE OF PERSONAL EFFECTS**

- (a) Seven shall make available a securable facility (eg. a trunk, large box or locker) for the storage of the personal effects of all performers.
- (b) Seven shall nominate one or more persons to be responsible for locking and unlocking the facility for the purpose of storing personal effects therein.
- (c) Neither Seven nor any person responsible for unlocking/locking the facility shall be held responsible or liable for the safekeeping of the personal effects stored within the facility referred to in this clause.

#### **41. BEREAVEMENT AND COMPASSIONATE LEAVE**

The terms of this clause 41 apply except that the provisions of section 89(2) of the Act prevail over the terms of this clause to the extent to which, in a particular respect, the Act provides for a more beneficial outcome for the Artist.

- (a) An Artist is entitled to compassionate leave under the Act. Where the compassionate leave is taken for bereavement leave purposes under the Act, Seven will provide the Artist with a total period of three days' compassionate leave.
- (b) The right to such leave shall be subject to the following conditions:
  - (i) The Artist shall give Seven prompt notice of his/her intention to take such leave;
  - (ii) The Artist shall furnish proof satisfactory to Seven and payment for leave shall not be made until such proof is provided;
  - (iii) The Artist shall be entitled to such leave only where he/she otherwise would have been on duty and shall not be entitled to such leave in respect of any period which coincides with any

other period of leave entitlement under the Agreement or otherwise; and

- (iv) It shall be incumbent on the Artist to make all reasonable efforts to arrive at an arrangement with Seven which, while meeting the genuine need for leave, will avoid interruption to the production, or failing that, will minimise interruption to the production.

## **42. PARENTAL LEAVE**

- (a) Parental leave is provided for in the NES.
- (b)
  - (i) The terms of this clause 42(b) apply except that provisions in the NES of the Act prevails over the terms of this clause to the extent to which, in a particular respect the NES provides a more favourable outcome for the Artist.
  - (ii) The provisions of this clause may be waived by the Artist (not to be unreasonably withheld) at Seven's request, having regard to the particular circumstances of Seven's production.
  - (iii) If the Artist does not agree to a waiver under paragraph 42(b)(ii) hereof, Seven may refer the matter to FWC – who may determine to exempt Seven from a requirement under this clause – either unconditionally or on particular conditions. However, FWC cannot provide a less favourable outcome to the Artist in a particular respect than under the NES.
  - (iv) The factors to be taken into account by the parties and FWC in determining any matter referred to in paragraph 42(b)(iii) hereof, shall include -
    - (A) the effect of any provision(s) of this clause upon the viability of the production;
    - (B) the status of the Artist seeking leave in accordance with this clause (eg. if the Artist is a lead or pivotal role in the production) and the effect on Seven's production as a result of compliance with any provision(s) thereof;
    - (C) in respect of any application by an Artist for leave under this clause, the effect of compliance with any provisions of this clause upon any other employee's employment;
    - (D) whether or not Seven is of the opinion that any provision(s) of this clause should not apply to his/her production and/or any provision(s) of this clause is not reasonable or practicable given the circumstances of

Seven's production and/or the exigencies of production in the television industry.

- (v) For the purposes of determining a matter under this clause, FWC may – except to the extent the Act precludes FWC from doing so - exercise the powers set out in Subdivision B of Division 3 of Part 5-1 of Chapter 5 of the Act .

**(c) Part-time work**

Definitions

- (1) For the purpose of this sub-clause and this sub-clause only:
  - (a) "Male employee" means an employed male who has taken birth-related leave under the NES, other than concurrent leave.
  - (b) "Female employee" means an employed female who is pregnant or has taken birth-related leave under the NES other than concurrent leave.
  - (c) "Spouse" includes a de facto spouse.
  - (d) "Former position" means the position held by a female or male employee immediately before proceeding on parental leave under the NES or part-time employment under this sub-clause whichever first occurs or, if such position no longer exists and there are other positions available for which the Artist is qualified and the duties of which he or she is capable of performing, and in Seven's opinion is suitable to perform, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
  - (e) "Continuous service" means:
    - (A) service under an unbroken contract of employment and includes:
      - (i) any period of parental leave lawfully taken in accordance with the NES; and

- (ii) any period of part-time employment worked in accordance with this clause, and
- (iii) any period of leave or absence authorised by Seven or by the Agreement.

or

- (B) the total of separate periods of employment with the same employer in a situation where:
  - (i) the contract of employment of the Artist ceases at the initiation of Seven (eg. production break and/or Annual Close Down as defined in sub-clause 18(h) of this Agreement); and
  - (ii) a fresh contract is entered into for a subsequent period immediately following any break in employment arising from the cessation of the contract as referred to in sub-paragraph (i); and
  - (iii) such break in employment does not exceed ten consecutive weeks.

Provided that the period of the break between the contracts of employment referred to in sub-paragraphs (i) and (ii) shall not be taken into account in calculating the period of the Artist's continuous service for any other purpose under this Agreement.

#### Entitlement

- (2) With the agreement of Seven:
  - (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

#### Return to former position

- (3) (a) An Artist who has had at least 12 months continuous service with Seven immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in sub-paragraph (a) hereof shall prevent Seven from permitting the Artist to return to his or her former position after a second or subsequent period of part-time employment.

#### Effect of part-time employment on continuous service

- (4) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

#### Pro rata entitlements

- (5) Subject to the provisions of this sub-clause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

#### Transitional arrangements - annual leave

- (6) (a) An Artist working part-time under this sub-clause shall be paid for and take any leave
-

accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the Artist were working full-time in the class of work the Artist was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

- (b) (i) A full-time Artist shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Agreement, as if the Artist were working part-time in the class of work the Artist was performing as a part-time employee immediately before resuming full-time work.
- (ii) Provided that, by agreement between Seven and the Artist, the period over which the leave is taken may be shortened to the extent necessary for the Artist to receive pay at the Artist's current full-time rate.

#### Transitional arrangements - sick leave

- (7) An Artist working part-time under this sub-clause shall have personal leave entitlements which have accrued under this Agreement (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the Artist would have worked during the period of absence.

#### Part-time work agreement

- (8) (a) Before commencing a period of part-time employment under this sub-clause the Artist and Seven shall agree:
  - (i) that the Artist may work part-time;
  - (ii) upon the hours to be worked by the Artist, the days upon which they will be

- worked and commencing times for the work;
  - (iii) upon the classification applying to the work to be performed; and
  - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
  - (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by Seven. A copy of the agreement and any variation to it shall be provided to the Artist by Seven.
  - (d) The terms of this agreement shall apply to the part-time employment.

#### Termination of employment

- (9) (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by Seven because the Artist has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposed to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an Artist whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

#### Extension of Hours of Work

- (10) Seven may request, but not require, an Artist working part-time under this clause to work outside or in excess of the Artist's ordinary hours of duty provided for in accordance with paragraph (5).

#### Nature of part-time work

- (11) The work to be performed part-time need not be the work performed by the Artist in his or her former position but shall be work otherwise performed under this Agreement.

#### Replacement employees

- (13) (a) A replacement employee is an employee specifically engaged as a result of an Artist working part-time under this sub-clause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8) and (9) of this sub-clause apply to the part-time employment of replacement employees.
- (c) Before Seven engages a replacement employee under this paragraph, Seven shall inform the person of the temporary nature of the employment and of the rights of the Artist who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof.
- (e) Nothing in this sub-clause shall be construed as requiring Seven to engage a replacement employee.

### **43. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY**

#### Anti-discrimination

- (a) It is the intention of the respondents to this Agreement to achieve the object of the Act of preventing unlawful discrimination by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, having consideration for the inherent requirements of a role or production.
- (b) Accordingly, in fulfilling their obligations under the dispute settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.
-

- (c) In undertaking casting, Seven is committed to casting performers solely on the basis of suitability for a role.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation, or the Act;
  - (ii) junior rates of pay;
  - (iii) an Artist, Seven or the MEAA, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission; or
  - (iv) the exemptions in section 351(2) of the Act.

#### Equal Opportunity

- (a) The parties to this agreement affirm their commitment to a policy of equal opportunity, fair treatment and fair employment of artists regardless of age, colour, creed, disability, ethnic origin, marital or parental status, gender or sexual orientation.
- (b) The parties are committed to casting policies that are based on ability and the requirements of each particular role rather than on stereotypical views of suitability and to this end support non-traditional and integrated casting strategies.
- (c) The parties agree that they will annually review the operation of this equal opportunities clause.
- (d) In order to enable the casting of performers with disabilities, whether or not the part specifically calls for a performer with a disability, the producer will make every practical effort to ensure that:
  - (i) Access to any area of audition, rehearsal or performance is available to an artist with a disability
  - (ii) Where disabled access is outside the producer's control and is inadequate the producer shall use every effort practical to effect improvements.

#### 44. SMOKING

- (a) Seven may not direct the Artist to smoke or appear to be smoking except where such a request has been previously discussed with the Artist and expressly stated in the Artist's contract or the separate written consent of the Artist has been obtained, and Seven may not, for publicity purposes use stills of the Artist appearing in such scenes.

- (b) An Artist's consent to smoke in a scene may only be sought by Seven where Seven has specified the following in writing:
  - (i) The program episode and scene where smoking will be required; and
  - (ii) The extent of the smoking involved.

#### **45. SCRIPT**

Seven will use reasonable endeavours to ensure that it provides a draft of the script to all Performers no later than one week prior to the commencement of principal photography for the episode or Program to which it relates.

#### **46. OPTIONS**

- (a) At the time of contracting, a Performer may grant to Seven options for the Performer's services for and engagement of not more than three years' from the commencement of the engagement, provided that the following criteria are met:
  - (i) each option must state a date by which it must be exercised or lapse;
  - (ii) each option must state a date before which the contract for the next series (or program) may not commence and this date will be no earlier than the date in subclause 46(a)(i);
  - (iii) each option must state a date by which the contract for the next series (or program) will commence;
  - (iv) unless the Performer's BNF is 3 times (or greater) the relevant weekly Agreement Rate, a minimum increase of 5% must be included for each year of the engagement after the first year;
  - (v) each option must specify the minimum and maximum duration of each contract;
  - (vi) no option will be considered effective unless exercised in writing;
  - (vii) at the time an option is exercised the exact commencement date and duration of the option will be specified. The commencement date must be at least 4 weeks (and reasonable endeavours will be made to provide six weeks) after the date the option is exercised except in the case of Continuous Productions where the commencement date must be at least 7 weeks after the date the option is exercised;

- (viii) If a Series or Serial is in production for less than 40 weeks per annum, there will be a minimum of 12 weeks break between each contracted period.
- (b) Seven acknowledges that at any time prior to the dates for the next option period being specified the Performer may contact Seven with respect to dates for an alternative professional engagement, either actual offer or bona fide expression of interest, and Seven will use reasonable endeavours to accommodate the Performer's request. This Clause only relates to alternative engagements for any periods between seasons of a Series or Serial.
- (c) For the purposes of this Clause:  
  
"Continuous Production" means a Series or Serial that is in production for more than 40 weeks per annum.  
  
"Week" means production week.

#### **47. FLEXIBILITY TERM**

- (a) Seven and an Artist covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
    - (i) the agreement deals with annual leave loading;
    - (ii) the arrangement meets the genuine needs of Seven and the Artist in relation to the matter mentioned in paragraph 47(a)(i); and
    - (iii) the arrangement is genuinely agreed to by Seven and the Artist.
  - (b) Seven must ensure that the terms of the individual flexibility arrangement:
    - (i) are about permitted matters under section 172 of the Act; and
    - (ii) are not unlawful terms under section 194 of the Act; and
    - (iii) result in the Artist being better off overall than the Artist would be if no arrangement was made.
  - (c) Seven must ensure that the individual flexibility arrangement:
    - (i) is in writing; and
    - (ii) includes the name of Seven and the Artist; and
-

- (iii) is signed by Seven and the Artist and if the Artist is under 18 years of age, signed by a parent or guardian of the Artist; and
- (iv) includes details of:
  - (A) the terms of the Agreement that will be varied by the arrangement; and
  - (B) how the arrangement will vary the effect of the terms; and
  - (C) how the Artist will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (D) states the day on which the arrangement commences.
- (d) Seven must give the Artist a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Seven or the Artist may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if Seven and the Artist agree in writing -- at any time.
- (f) An individual flexibility arrangement will not be made a requirement by Seven of any prospective Artist gaining employment.

#### **48. CONSULTATION**

- (a) Seven agrees to notify Artists of, and consult with them about, any major workplace changes that may substantially affect Artists in their workplace prior to implementing them. The Artists may elect to be represented in the consultation process by a representative, including officers of the MEAA.

#### **49. NO EXTRA CLAIMS**

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in full settlement of all existing claims made by the MEAA, the Employees or on behalf of the Employees for the life of this Agreement.
  - (b) It is a term of this Agreement that the Employees and MEAA will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
  - (c) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of
-

any improvements in wages or conditions of employment provided for under any decision or standard of the Fair Work Commission (including its predecessors) or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

- (d) The Employees and the MEAA agree that they will not take protected action during the nominal term of this Agreement. This Agreement is intended to cover the field of the Artists' employment to the extent they are to be regulated by collective industrial instruments.

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**SCHEDULE "A"**  
**DISPUTE SETTLEMENT PROCEDURE**

- (a) The parties to this Agreement are committed to promoting good industrial relations based upon goodwill, consultation and discussion.
- (b) Stages 1 to 5 of this procedure shall be observed by the Artist(s)/the Artist's nominated representative and Seven/parties to resolve any dispute about matters arising under this Agreement or the NES (other than a dispute about sections 65(5) or 74(4) of the Act).
- (c) During the progress of discussions pursuant to Stages 1 to 5 of this procedure, no stoppage of work or any other form of limitation of work shall be applied by either Seven or the Artist(s).
- (d) In the event of a grievance, claim or dispute arising which involves the working of overtime in accordance with the Agreement by any Artist(s), the dispute settling procedure set out herein shall be observed. During the progress of discussions pursuant to Stages 1 to 5 of this procedure, work shall continue in the normal manner and overtime shall be worked as instructed by Seven in accordance with the Agreement.
- (e) Nothing contained herein shall preclude Seven and/or its nominated representative and the Artist's nominated representative from entering into direct negotiations on any matter.

**Procedure**

- Stage 1      The dispute shall be discussed between the Artist(s) concerned and his/her/their immediate supervisor(s). The Artist's nominated representative may be requested to join the discussion.
- Stage 2      If not resolved, the dispute shall be discussed between the Artist's nominated representative and a delegated officer of Seven.
- Stage 3      If agreement has not been reached the dispute shall be discussed between the Artist's nominated representative (or his/her nominee) and Seven (or his/her nominee).
- Stage 4      If the dispute is still not resolved it shall be discussed between the Artist's nominated representative and Seven.
- Stage 5      If the matter remains unresolved, then, without prejudice to the rights of any party under the Act, the matters should be referred to the FWC.

**SCHEDULE B - CAST PAYMENT ADVICE**

Production Company: .....

Production Title: .....

Address: .....

.....

.....

.....

Telephone: .....

Eps. Nos. ....

Artist's Name: .....

Artist's Agent: .....

Address: .....

.....

.....

.....

Payment for w/e: .....

	%	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date										
Basic Negotiated Rate (inclusive/not inclusive of single time to 40 hours/32 hours/8 hours)										
Payment for Rights										
Contracted Overtime										
<b>TOTAL FEE:</b>										
Overtime/Additional -										
Overtime										
Penalty Payments										
Cancellations										
Postponements										
Rehearsals										
Wardrobe Calls										
Travel Days										
Post Sync										
Annual Leave										
Allowances										
Other										
<b>TOTAL GROSS:</b>										

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Less:	Tax									
Less:	Other									
Add:	Other									
<b>NET PAYMENT TO AGENT</b>										

**SCHEDULE C - PAY ADVICE FORM FOR EXTRAS**

Production Company: .....

Production Title: .....

Address: .....

.....

.....

.....

Telephone: .....

Eps. Nos. ....

Artist's Name: .....

Artist's Agent: .....

Address: .....

.....

.....

.....

Payment for w/e: .....

	%	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date										
Basic Negotiated Rate (inclusive/not inclusive of single time to 40 hours/32 hours/8 hours)										
Contracted Overtime										
<b>TOTAL FEE:</b>										
Overtime/Additional -										
Penalty Payments										
Cancellations										
Postponements										
Rehearsals										
Wardrobe Calls										
Travel Days										
Annual Leave										
Allowances										
Other										
<b>TOTAL GROSS:</b>										
Less: Tax										
Less: Other										

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Add:	Other									
<b>NET PAYMENT TO AGENT:</b>	<b>Tax</b>									

**SCHEDULE D - TIME SHEET**

FOR WEEK ENDING: .....

ARTIST'S NAME: .....

ARTIST'S AGENT: .....

	CALL TIME	ARRIVAL	FINISH	MEAL BREAK 1	MEAL BREAK 2	ARTIST'S INITIAL	EPISODE NOS	REMARKS
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								

ARTIST'S SIGNATURE:.....

\_\_\_\_\_

**SCHEDULE "E"**

Examples to illustrate the application of subclause 10(B)(a), 10(C)(b)(ii) and 10(C)(b)(iii):

Example 1

In week 1 the Artist works in two half-hours on location on the same day and in week works in the same two half-hours in the studio.

	Week 1	Week 2
Location	1 2 -	- - -
Studio	- - -	1 2 -
Payment	Daily rate	2 Ep. rate

Example 2

In week 1 the Artist works in three half- hours on location on one or more days plus three different half- hours in the studio and in week 2 works in the studio on the same episodes as those in which s/he worked on location in week 1.

	Week 1	Week 2
Location	- 6 7 8	- - - -
Studio	1 2 3 -	- 6 7 8
Payment	3 Ep. rate	3 Ep. rate

Example 3

In week 1 the Artist works in two half- hours on the same day and in three different half- hours in the studio and in week 2 works in two half- hours, only one of which is the same half- hour as those worked on location in week 1.

	Week 1	Week 2
Location	9 10 - -	- - -
Studio	- 6 7 8	- 10 11
Payment	4 Ep. rate	2 Ep. rate

Example 4

In week 1 the Artist works in three half- hours on location and in different two half- hours in the studio and in week 2 works in the studio in the same three half- hours as worked on location in week 1.

	Week 1	Week 2
Location	13 14 - 16	- - - -
Studio	- 10 11 -	13 14 - 16
Payment	2 Ep. rate	3 Ep. rate

Example 5

In week 1 the Artist works in three half- hours in the studio only, in week 2 works in two half- hours on location only and in week 3 works in two different half- hours in the studio only.

	Week 1	Week 2	Week 3
Location	- - - -	21 22 -	- - - -
Studio	13 14 - 16	- - - -	- - 23 24
Payment	3 Ep. rate	2 Ep. rate	2 Ep. rate

Example 6

Same as for example 5 above, but with a "pick-up" in week 2. (See paragraph 10(b)(v)).

	Week 1	Week 2	Week 3
Location	- - - -	21 22 -	- - - -
Studio	13 14 - 16	- - - -	- - 23 24
Payment	3 Ep. rate	2 Ep. rate	2 Ep. rate

Location	- - - -	21 22 -	- - -
Studio	13 14 - 16	- - -	- 23 24
P/UP	- - - -	16 - - -	- - -
Payment	3 Ep. rate	2 Ep. rate	2 Ep. rate

Example 7

The Artist works in the studio in both weeks but has a "pick-forward" in week 1.

	Week 1	Week 2
Location	25 - 27 -	- 30 31
P/Forward	- 30 - -	- - - -
Payment	2 Ep. rate	2 Ep. rate

Example 8

Same as for example 7 but no work is performed in week 2.

	Week 1	Week 2
Location	25 - 27 -	- - -
P/Forward	- 30 - -	- - - -
Payment	3 Ep. rate	No payment

**SCHEDULE "F"**

The tables below set out the minimum BNF for Artists engaged by the week to whom clause 10G of the Agreement applies.

- (e) Program other than Serial Drama or Comedy Rates - Engaged By The Week

		<b>Minimum Agreement Rate</b>
(i)	Performer Class 2	956.94
(ii)	Performer Class 1	883.79
(iii)	Bit Player	827.36
(iv)	Double	755.11

- (f) Serial Drama or Serial Comedy Rates - Engaged By The Week

	<b>Classification</b>	<b>No. of episodes in which work is performed in a week</b>	<b>Minimum Agreement Rate</b>
(i)	Performer Class 2	3	1375.60
		4	1794.27
		5	2212.92
(ii)	Performer Class 1	3	1270.43
		4	1657.10
		5	2043.73
(iii)	Bit Player	3	1189.32
		4	1551.28
		5	1913.24
(iv)	Double	3	1085.46
		4	1415.82
		5	1746.20

**SCHEDULE "G"****Notional 40 hour rates for Artists Engaged by the Week (other than Artists engaged on a Serial Drama or Serial Comedy for 1 or 2 Episodes per week)****A - PROGRAM OTHER THAN SERIAL DRAMA OR COMEDY RATES**

The table below sets out the minimum rates that would be payable if an Artist engaged by the week worked 40 hours (being 38 ordinary hours and two hours overtime at single time)

**(g) Engaged By The Week**

		<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Performer Class 2	983.26		1009.57	1035.89
(ii)	Performer Class 1	908.09		932.40	956.70
(iii)	Bit Player	850.11		872.86	895.62
(iv)	Double		770.21	785.31	800.42

**B - SERIAL DRAMA OR SERIAL COMEDY**

The table below sets out the minimum rates that would be payable if an Artist engaged by the week (other than for 1 or 2 Episodes per week) worked 40 hours (being 38 ordinary hours and two hours overtime at single time)

## (h) Engaged By The Week

	<b>Classification</b>	<b>No. of episodes in which work is performed in a week</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2013</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after the date of approval of the Agreement</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2014</b>	<b>Minimum Agreement Rate effective from the first full pay period on or after 1 January 2015 or when SPAA rate is equivalent, whichever is later</b>
(i)	Performer Class 2	3	1413.43		1451.26	1489.09
		4	1843.61		1892.95	1942.30
		5	2273.78		2334.63	2395.49
(ii)	Performer Class 1	3	1305.37		1340.30	1375.24
		4	1702.67		1748.24	1793.81
		5	2099.93		2156.14	2212.34
(iii)	Bit Player	3	1222.03		1254.73	1287.44
		4	1593.94		1636.60	1679.26
		5	1965.85		2018.47	2071.08
(iv)	Double	3		1107.17	1128.88	1150.59
		4		1444.14	1472.45	1500.77
		5		1781.12	1816.05	1850.97

**SIGNATORIES**

**SIGNED** for and on behalf of the **EMPLOYEES** by an authorised representative and in the presence of

*[Handwritten Signature]*

Signature of authorised representative

SUE MCCREADIE

Name of authorised representative (print)

245 Chalmers St, Redfern, 2016

Address of authorised representative

*[Handwritten Signature]*

Signature of witness

VICTORIA HOUSTON

Name of witness (print)

DIRECTOR, EQUITY (MEIAA)

Office held

**SIGNED** for and on behalf of the **SEVEN NETWORK (OPERATIONS) LIMITED** by an authorised officer in the presence of:

*[Handwritten Signature]*

Signature of authorised officer

38-42 IRRAWADDI ROAD  
PYRMONT NSW 2009

Address of authorised representative

*[Handwritten Signature]*

Signature of witness

BRUCE McWILLIAM

Name of authorised officer (print)

DIRECTOR

Office held

DEAN KLEPAC

Name of witness (print)