



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Underdown Productions Pty Ltd**  
(AG2021/5020)

## **UNDERDOWN PRODUCTIONS PTY LTD CREW ENTERPRISE AGREEMENT 2021 - 2024**

Broadcasting and recorded entertainment industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 1 JUNE 2021

*Application for approval of the Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 - 2024.*

[1] An application has been made for approval of an enterprise agreement known as the *Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 - 2024 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The statutory declaration (form F17) filed with the application indicated that employees were notified of the time, place and method of voting on 16 April 2021. The vote to approve the Agreement commenced on 23 April 2021. This does not comply with the requirement in section 180(3) of the Act that the employer must take all reasonable steps to notify the relevant employees of the time, place and method of voting by the start of the access period (being the 7 clear days ending immediately before the day of the vote). The issue was raised with the applicant and on 27 May 2021, the applicant filed submissions addressing this issue.

[3] Having considered the applicant's submissions filed on 27 May 2021 and all of the material filed with the application, in the circumstances, I am satisfied that having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,<sup>1</sup> this constitutes a minor procedural or technical error for the purposes of paragraph 188(2)(a) of the Act. Further, I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of subsection 188(2) of the Act.

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<sup>1</sup> [\[2019\] FWCFB 318](#)

[4] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[5] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[6] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[7] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[8] The Media, Entertainment and Arts Alliance being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[9] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 8 June 2021. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5020

Applicant: Underdown Productions Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

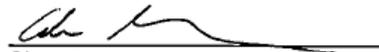
I, Catherine Mary McDonnell, Bargaining Representative, have the authority given to me by Underdown Productions Pty Ltd to give the following undertakings with respect to the Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 – 2024 ("the Agreement"):

1. Item 5 of Schedule A of the Agreement is deleted and replaced with the following:

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

BRECA Motion Picture Production Level	• Monday-Friday before 7am; • Monday-Thursday after 8pm; • Saturday 7am-8pm	• Friday-Saturday, after 8pm; • Saturday before 7am	Sunday and, where work continues from Sunday, before 7am Monday
1	\$31.89	\$38.26	\$51.02
2	\$33.11	\$39.73	\$52.98
3	\$34.25	\$41.10	\$54.80
4	\$36.07	\$43.29	\$57.72
5	\$38.35	\$46.02	\$61.36
6	\$40.49	\$49.35	\$64.78
7	\$42.22	\$50.67	\$67.56
8	\$48.80	\$58.56	\$78.08

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

1 June 2021

\_\_\_\_\_  
Date

# **Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 - 2024**

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**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## Table of contents

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<b>1.</b>	<b>Application and Operation of Agreement</b>	<b>2</b>
<b>2.</b>	<b>Definitions and Interpretation</b>	<b>2</b>
<b>3.</b>	<b>Employment Contracts and Hours of Work</b>	<b>4</b>
<b>4.</b>	<b>Continuous Hours</b>	<b>6</b>
<b>5.</b>	<b>Overtime &amp; Loadings</b>	<b>6</b>
<b>6.</b>	<b>Minimum Rates of Pay</b>	<b>7</b>
<b>7.</b>	<b>Employment Contracts</b>	<b>8</b>
<b>8.</b>	<b>Payments to Employees</b>	<b>8</b>
<b>9.</b>	<b>Superannuation</b>	<b>8</b>
<b>10.</b>	<b>Termination of Employment</b>	<b>9</b>
<b>11.</b>	<b>Commencement Hours and Place of Call</b>	<b>9</b>
<b>12.</b>	<b>Call Times</b>	<b>9</b>
<b>13.</b>	<b>Breaks</b>	<b>9</b>
<b>14.</b>	<b>Personal/Carer's and Compassionate Leave</b>	<b>10</b>
<b>15.</b>	<b>Annual Leave</b>	<b>11</b>
<b>16.</b>	<b>Public Holidays</b>	<b>12</b>
<b>17.</b>	<b>Travelling, Accommodation &amp; Allowances</b>	<b>13</b>
<b>18.</b>	<b>Credits</b>	<b>15</b>
<b>19.</b>	<b>Personal Protective Equipment &amp; Facilities</b>	<b>15</b>
<b>20.</b>	<b>Hazardous Duty</b>	<b>15</b>
<b>21.</b>	<b>Dispute Resolution (Grievance) Procedure</b>	<b>15</b>
<b>22.</b>	<b>Film Industry Safety Code</b>	<b>15</b>
<b>23.</b>	<b>Consultation Procedure</b>	<b>15</b>
<b>24.</b>	<b>Individual Flexibility Arrangement</b>	<b>15</b>
	<b>Schedule A – Classification Levels and Minimum Rates of Pay</b>	<b>16</b>
	Classification Levels and Minimum Rates of Pay	16
	<b>Schedule B</b>	<b>24</b>
	Dispute Resolution	24
	<b>Schedule C</b>	<b>26</b>
	Consultation Regarding Major Workplace Change	26
	<b>Schedule D</b>	<b>29</b>
	Individual Flexibility Arrangements	29

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## 1. Application and Operation of Agreement

### Title

- 1.1 This Enterprise Agreement is called the Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 - 2024.

### Term

- 1.2 This Agreement will operate from seven days after the approval of the Agreement by the FWC and expire on 31 December 2024.

### Scope of Agreement

- 1.3 This Agreement applies to:
- (i) Underdown Productions Pty Ltd (A.C.N. 149 231 550)
  - (ii) all production crew employees employed by the Employer to work on the Production and whose contract of employment is based in Australia, excluding producers, writers, performers, stunt performers, doubles, stand-ins and extras; and
  - (iii) the Media Entertainment & Arts Alliance (*MEAA*).

### Relationship with Other Awards/Agreements

- 1.4 This Agreement will regulate the minimum rates of pay and conditions of employment of Employees engaged under this Agreement in the place of and to the exclusion of any other collective agreement under the Act and any award (including the Broadcasting, Recorded Entertainment and Cinemas Award 2010 (BRECA)), any notional agreement preserving a state award or other federal award as amended, replaced or superseded from time to time that might otherwise have application to the employment of the Employees.
- 1.5 The National Employment Standards (NES) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where a term of this Agreement conflicts with a term in the NES, the more favourable provision to the Employee shall apply.

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## 2. Definitions and Interpretation

**Act** means the Fair Work Act 2009, as amended.

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

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

**Classifications** means the classifications set out at Schedule A.

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

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

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

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

**Employer** means Underdown Productions Pty Ltd (A.C.N. 149 231 550).

**Flat Fee Employee** means an Employee

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

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

**FWC** means the Fair Work Commission.

**Hourly Rate** means:

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

**MEAA** means the Media, Entertainment and Arts Alliance.

**NES** means the National Employment Standards.

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

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

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

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

**Production** means the Warner Bros film production currently entitled “Furiosa”.

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

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

**Term** means the period of time specified in Clause 1.2.

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

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

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

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

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### **3. Employment Contracts and Hours of Work**

#### **Types of Employment Contracts**

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

distant locations or in the transport departments, where the minimum call will be 4 hours.

- (b) A Casual employee must be paid an additional 25% loading on the relevant minimum rate of pay set out in Schedule A for all hours worked.

3.4 A Flat Fee Employee is contracted for a five-day week on a flat fee arrangement that does not specify a minimum number of hours.

- (a) Additional payments for 6<sup>th</sup> and 7<sup>th</sup> days will be negotiated between the Employee and the Unit Production Manager.

- (b) Flat fee employees are not entitled to overtime or night loadings.

3.5 Unpaid work experience and internships will only be engaged during the production if they form a mandatory part of an education or training course.

These arrangements will only be considered if:

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

### **Standard Working Week**

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

### **Extended Working Week**

3.7 The Employer will endeavour to balance the reasonable and legitimate needs of production with the health, safety and welfare considerations of Employees, including their family responsibilities.

3.8 An Employee may be required to work reasonable overtime on a sixth day in any week in any of the following circumstances:

- (a) Where work is performed on a bona fide location away from home;
- (b) Rescheduling due to unexpected unavailability of lead cast or other key elements of the Production;
- (c) Sickness and/or injury of key cast;
- (d) Rescheduling or scheduling to meet an urgent delivery date or in circumstances where delays during production or location scheduling issues were unforeseen at the commencement of principal photography;
- (e) Where the production involves a total engagement of 4 weeks or less;
- (f) Where work is performed in a Capital City and the extended working week is required no more than one week in six;
- (g) Circumstances beyond the reasonable control of the Employer; or

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

## **Work on a Friday Night**

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

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## **4. Continuous Hours**

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

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## **5. Overtime & Loadings**

### **General**

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

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

### **Daily Overtime**

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

### **Sixth Day Overtime**

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

### **Seventh Day Overtime**

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

### **Night Loadings**

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

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## **6. Minimum Rates of Pay**

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

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## **7. Employment Contracts**

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

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## **8. Payments to Employees**

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

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

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## **10. Termination of Employment**

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

### **Cancellation and Postponement - Casual Employees**

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

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## **11. Commencement Hours and Place of Call**

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

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## **12. Call Times**

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

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## **13. Breaks**

### **Turnaround**

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

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

### **Meal Breaks**

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

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## **14. Personal/Carer's and Compassionate Leave**

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

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

## 15. Annual Leave

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

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

### Taking annual leave

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

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

## **16. Public Holidays**

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

### **Work on a Public Holiday**

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

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## **17. Travelling, Accommodation & Allowances**

### **Travel – General**

17.1 All travel required:

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

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

- (c) where fuel is provided by the Employer, the cost of such fuel shall be deducted from any vehicle allowance; and
- (d) where an Employee's vehicle is hired by the Employer, a flat rate may be contracted which includes a hiring fee and an amount to compensate for kilometres travelled.

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

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

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

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

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

### **Travel – Location**

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

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

### **Meal Allowances**

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

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

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

Breakfast	\$17.70
Lunch and Supper if applicable	\$19.95
Dinner	\$30.65

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

**Vehicle Allowances**

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

Motor Car	\$0.93 per kilometre
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**Accommodation**

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

**Accommodation & Laundry Allowances:**

- 17.13 The following allowances are payable where:

Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided.	\$12.15 per day
Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and seweried mining camps.	\$23.90 per day
Where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping.	\$47.65 per day
Where the Employee is accommodated and is not provided with access to a laundry or, at the Employer's expense, access to a regular laundry service	\$14.90 per day

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

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

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## **18. Credits**

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

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## **19. Personal Protective Equipment & Facilities**

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

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## **20. Hazardous Duty**

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

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## **21. Dispute Resolution (Grievance) Procedure**

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

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## **22. Film Industry Safety Code**

- 22.1 The parties may agree on a code of safety in respect of film production.
  - 22.2 Until and unless amended by further agreement between Employer and the Employees, the Film Industry Recommended Safety Code will be adopted for the purposes of this clause.
  - 22.3 All work performed under this Agreement shall be in accordance with the provisions of relevant State and national work, health and safety legislation. In ensuring its compliance, the employer will take into account the Film Industry Safety Code and the National Safety Guidelines 2004.
  - 22.4 Any agreed or implemented code does not form part of this Agreement.
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## **23. Consultation Procedure**

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

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## **24. Individual Flexibility Arrangement**

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

**Schedule A**  
**Classification Levels and Minimum Rates of Pay**

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

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
<b>ACCOUNTS</b>				
Financial Controller	N/A	N/A	3641	7
Production Accountant	N/A	N/A	2601	6
1st Assistant Accountant, Payroll	1412	2081		4
2nd Assistant Accountant, Payroll Assistant	1200	1769		4
Assistant Accountant	1130	1665		4
Accounts Assistant / Clerk	988	1457		1
<b>ASSISTANT DIRECTORS</b>				
First Assistant Director	N/A	N/A	4682	7
Key Second Assistant Director	2012	2965		5
Second Assistant Director	1553	2289		5
Second Second Assistant Director	1412	2081		4
Third Assistant Director	1200	1769		3
Senior Production Assistant	991	1460		2
Production Assistant	957	1410		1
<b>ART DEPARTMENT</b>				
Production Designer	N/A	N/A	5202	8
Supervising Art Director	N/A	N/A	4162	7
Art Director	N/A	N/A	3641	7
Assistant Art Director	1553	2289		5
Set Designer	1306	1925		6
Draughtperson	1059	1561		3
Illustrator/Concept Artist	1553	2289		6
Senior Model Maker	1412	2081		5
Model Makers	1200	1769		5
Junior Model Maker	1059	1561		3
Graphic Designer	1553	2289		5
Art Department Runner, Art Department Assistant	957	1410		1
Art Department Coordinator	1271	1873		5
<b>ART DEPARTMENT - ARMOURY</b>				
Key Armourer	2118	3121		7
Armourer	1271	1873		5
Assistant Armourer	1059	1561		3

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Armoury Assistant	957	1410		1
<b>ART DEPARTMENT - ANIMALS</b>				
Head Animal Trainer (HOD)	1765	2601		6
Animal Department Coordinator	1271	1873		5
Animal Wrangler	1341	1977		6
Assistant Animal Wrangler	1105	1628		4
Animal Assistant	957	1410		1
<b>ART DEPARTMENT - CONSTRUCTION</b>				
Construction Supervisor (HOD)	N/A	N/A	3433	6
Supervising Foreman/Assistant Construction Supervisor (2IC)	1906	2809		5
Construction Manager, Head of Engineering/Steel	1836	2705		6
Construction Coordinator	1271	1873		5
Head Scenic, Head Plasterer, Head Sculptor	2118	3121		5
Scenic Artist	1836	2705		5
Foreman	1624	2393		5
Construction Buyer	1200	1769		4
Leading Hand	1483	2185		4
Set Builder/Set Finisher/Set Plasterer/Set Sculptor/Set Fibreglasser, Standby	1341	1977		4
Carpenter/Painter/Sculptor/Steel Worker/Plasterer	1200	1769		4
Trade Assistant, Construction Buyer Runner	1059	1561		2
Trade Hand	981	1446		1
Labourer	957	1410		1
Stage Hand	957	1410		1
<b>ART DEPARTMENT - GREENS</b>				
Head of Greens	1765	2601		6
Greens Foreman	1341	1977		5
Greensman/Standby Greensman	1235	1821		4
Greens Labour	957	1410		1
<b>ART DEPARTMENT - PROPS</b>				
Property Master	1977	2913		5
Assistant Property Master	1412	2081		5
Props Coordinator	1271	1873		4
Senior Props Buyer	1412	2081		5
Props Buyer	1271	1873		5
Standby Props	1553	2289		4
Assistant Standby Props	1341	1977		2
2nd Assistant Standby Props	1200	1769		2

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
<b>ART DEPARTMENT - PROPS MANUFACTURE</b>				
Head of Props Manufacture	2259	3329		6
Props Manufacture 2IC	1694	2497		5
Props Manufacturing Coordinator	1271	1873		5
Foreman, Engineer, Senior Props Painter	1553	2289		5
Weapon Maker, Pattern Maker, Sculptor, Mould Maker	1483	2185		4
Senior Prop Maker	1271	1873		4
Prop Maker - qualified	1130	1665		4
Props Manufacturing Buyer	1105	1628		4
Junior Prop Maker	1024	1509		3
Props Manufacturing Labour	957	1410		1
<b>ART DEPARTMENT - SET DECORATION</b>				
Set Decorator	1977	2913		5
Assistant Set Decorator	1694	2497		4
Lead Hand / On-set Set Dresser	1412	2081		4
Set Dresser, Set Decoration Buyer	1271	1873		4
Swing Labour / Swing Gang	1130	1665		3
Junior Swing Gang	957	1410		1
<b>ART DEPARTMENT - VEHICLES</b>				
Vehicle Supervisor (HOD)	1765	2601		6
Vehicle Coordinator	1271	1873		5
Assistant Vehicle Supervisor, Vehicle Manager	1483	2185		4
Mechanic	1271	1873		4
<b>CAMERA</b>				
Director of photography - main unit	N/A	N/A	8323	8
Director of Photography - second unit	N/A	N/A	7283	8
Camera Operator/Steadicam	3177	4682		7
First Assistant Camera	2012	2965		6
Second Assistant Camera	1271	1873		3
Digital Imaging Technician	1765	2601		6
Truck Loaders	1130	1665		2
Stills Photographer	N/A	N/A	3641	6
Video Split/Video Assist/Video Playback	1765	2601		5
Video Split Assistant	1200	1769		3
Data Wrangler/Utility	1200	1769		3
Camera trainee	957	1410		1
<b>EXTRAS CASTING</b>				
Extras Casting Director	1341	1977		4

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Extras Casting Coordinator	1165	1717		2
Extras Casting Assistant	981	1446		1
<b>CONTINUITY</b>				
Script Supervisor	1906	2809		7
<b>COSTUME</b>				
Costume Designer	N/A	N/A	4162	7
Assistant Costume Designer	1765	2601		5
Costume Supervisor		N/A	3641	6
Costume Coordinator	1271	1873		5
Key Standby, Extras Coordinator	1694	2497		4
Standby, Assistant Extras Coordinator	1483	2185		4
Costume Buyer	1412	2081		5
Standby Costume Assistant	1200	1769		2
Art Finisher, Textile Artist	1624	2393		4
Assistant Art Finisher	1306	1925		3
Patternmaker/Cutter	1412	2081		4
Junior Cutter	1306	1925		4
Sewer/Maker	1165	1717		3
Assistant Buyer, Costume Assistant	1271	1873		3
Costume Runner	957	1410		1
Senior Leather/Armour, Sculptor, Mould Maker, Costume Prop Maker	1624	2393		5
Leather/Armour, Sculptor, Mould Maker, Costume Prop Maker	1341	1977		4
Costume Props Assistant	1130	1665		3
<b>GRIPS</b>				
Key Grip	1977	2913		7
Dolly Grip	1624	2393		5
Best Boy	1624	2393		5
Stabilised Head Technician, Crane Grip Telescopic	1624	2393		5
Senior grip	1412	2081		5
Grip	1306	1925		5
Grip Assistant	1200	1769		3
Junior Grip	988	1457		1
Grips trainee	957	1410		1
<b>GRIPS - RIGGING</b>				
Key Rigging Grip	1906	2809		7
Rigging Best Boy Grip	1624	2393		5
Rigging Senior Grip	1412	2081		5

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Rigging Grip	1306	1925		5
Rigging Grips Assistant	1200	1769		3
Junior Rigging Grip	988	1457		1
<b>HAIR AND MAKEUP</b>				
Hair and Makeup Designer/Supervisor	2683	3954		6
Key Makeup Artist, Key Hair Stylist, Wig Coordinator	1765	2601		5
Senior/Prosthetics/SFX Makeup Artist	1765	2601		5
Hair and Makeup Artist, Hair Stylist, Body Makeup - trade qualified	1553	2289		5
Hair and Makeup Artist, Hair Stylist, Body Makeup - non-trade qualified	1412	2081		5
Junior Makeup Artist - trade qualified	1271	1873		4
Assistant Makeup Artists, Assistant Hair Stylist	1130	1665		3
Hair and Makeup trainee	957	1410		1
<b>LOCATIONS</b>				
Supervising Location Manager (HOD)	N/A	N/A	2913	6
Location Scout	1105	1628		4
Location Manager 2IC	1765	2601		5
On-set Location Manager, Locations Coordinator	1271	1873		5
Locations Assistant	1059	1561		2
Locations PA	957	1410		1
<b>LIGHTING</b>				
Gaffer	1977	2913		7
Rigging Gaffer	1906	2809		7
Best Boy, Rigging Best Boy	1624	2393		5
Electrician - licensed	1412	2081		5
Senior Lighting Technician/Rigger	1412	2081		5
Board Operator, Systems	1483	2185		5
Lighting Technician, Rigger, Generator Operator	1306	1925		4
Assistant Lighting Technician/Rigger	1200	1769		3
Junior Lighting/Rigger	988	1457		1
<b>LIGHTING - PRACTICAL</b>				
LX Prac HOD	1694	2497		6
Best Boy (2IC)	1624	2393		5
Electrician - licensed	1483	2185		5
Technician	1271	1873		4
Junior Technician	1130	1665		3
<b>PRODUCTION OFFICE</b>				
Unit Production Manager	N/A	N/A	5202	7

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
Production Manager	N/A	N/A	3641	7
Production Supervisor	N/A	N/A	3121	6
Production Coordinator	1553	2289		5
Assistant Production Coordinator	1271	1873		4
Production Secretary	1059	1561		3
Runner, Production Assistant - offset	957	1410		1
Chaperone - offset	1105	1628		4
<b>SAFETY</b>				
Nurse	1341	1977		5
Safety Supervisor	2118	3121		6
Safety Assistant	1412	2081		3
<b>STUNTS</b>				
Stunt Coordinator	N/A	N/A	5202	7
Assistant Stunt Coordinator	N/A	N/A	3641	5
Head Stunt Rigger	2118	3121		6
Stunt Rigger	1765	2601		5
Stunt Assist	1412	2081		4
<b>SFX</b>				
SFX Supervisor	N/A	N/A	4682	7
Assistant Supervisor	2471	3641		5
Workshop/Prep Supervisor, MOCON , Solid Works, Engineer	2118	3121		5
Lead Senior Technician/Foreman	1977	2913		5
SFX Buyer	1483	2185		5
SFX Technician	1553	2289		5
SFX Coordinator	1271	1873		5
SFX Senior Technician	1836	2705		5
SFX Assistant technician	1271	1873		4
SFX Assistant technician - junior	957	1410		1
<b>SOUND</b>				
Production Sound Mixer/Sound Recordist	1977	2913		7
Boom Operator	1483	2185		5
Assistant Sound	1200	1769		3
Sound Utility	1059	1561		3
Sound PA	957	1410		1
<b>TRANSPORT</b>				
Transport Manager	N/A	N/A	3381	4
Transport Captain	1412	2081		4
Transport Coordinator	1271	1873		4
Driver - truck/bus licence	991	1460		2
Driver - car licence	957	1410		1

	38 hrs per week minimum rate (\$)	50 hrs per week minimum rate (\$)	Five-day flat fee minimum rate (\$)	BRECA Motion Picture Production Level
<b>UNIT</b>				
Unit Manager	1694	2497		5
Assistant Unit Manager	1271	1873		4
Unit Assistant	981	1446		1
Junior Unit Assistant	957	1410		1
<b>POST PRODUCTION</b>				
Post Production Supervisor	N/A	N/A	3641	7
Editor	N/A	N/A	4162	8
VFX Editor	1765	2601		6
1st Assistant Editor	1412	2081		5
2nd Assistant Editor/VFX Assistant Editor	1059	1561		3
3rd Assistant Editor	991	1460		2
Editorial PA	957	1410		1
<b>VFX</b>				
VFX Supervisor	N/A	N/A	4162	7
VFX Producer	N/A	N/A	3641	7
VFX Lead Data Wrangler/Plate Supervisor	2259	3329		6
VFX Production Coordinator	1271	1873		5
VFX Data Wrangler	1765	2601		5
Assistant VFX Data Wrangler	1130	1665		3
Witness Camera Operator	1059	1561		3
VFX PA	957	1410		1

2. Where an Employee is engaged in a role graded as BRECA Motion Picture Production Level 1, but has either a qualification relevant to their current role or prior experience working in a similar role for a production of similar scale, they must be paid a minimum Level 2 rate of at least \$991 for a 38-hour week or \$1460 for a 50-hour week or pro-rata for the number of contracted hours. This minimum rate will be increased in accordance with clause 6.2.
3. Weekly pay for Employees who work 60 hours per week will be calculated on the following basis:

Relevant hourly rate of pay = 38 hour per week minimum rate of pay ÷ 38  
Weekly rate of pay = relevant hourly rate of pay x 70
4. Employees are entitled to accumulate annual leave at the rate of 4 weeks per 48 weeks of service accruing progressively and accumulating from year to year.

**Better Off Overall Test Protections**

Casual Employees: Night and Weekend Penalties

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

BRECA Motion Picture Production Level	<ul style="list-style-type: none"> <li>• Monday-Friday before 7am;</li> <li>• Monday-Thursday after 8pm;</li> <li>• Saturday 7am-8pm</li> </ul>	<ul style="list-style-type: none"> <li>• Friday-Saturday after 8pm;</li> <li>• Saturday before 7am</li> </ul>	Sunday and, where work continues from Sunday, before 7am Monday
1	\$31.12	\$36.12	\$46.15
2	\$32.27	\$37.47	\$47.88
3	\$33.34	\$38.73	\$49.49
4	\$35.08	\$40.75	\$52.10
5	\$37.21	\$43.24	\$55.30
6	\$39.22	\$45.59	\$58.32
7	\$40.86	\$47.49	\$60.77
8	\$47.07	\$54.74	\$70.09

Part Time Employees

6. Minimum rates for part time employees: The Employer undertakes that if part-time Employees are engaged, the Employer will ensure that with each weekly payroll determination, the Employee’s hours and salary are reviewed to ensure that the Employee is receiving at least \$10 above the equivalent payment under Broadcasting, Recorded Entertainment and Cinemas Award 2010 rates and conditions for the position.

Night Penalties – Full Time and Part Time Employees

7. The Employer undertakes that where a Full-time or Part-time Employee works less than 70% of their ordinary hours between 7am - 8pm, Monday - Friday, the Employer will review the Employee's hours and salary to ensure that the Employee is receiving, each week, at least \$10 above the amount they would receive under Broadcasting, Recorded Entertainment and Cinemas Award 2010 for the position.

## Schedule B

### Dispute Resolution

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

#### Procedure

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

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

- 1.6** While the parties are attempting to resolve the dispute using the procedures in this term:
- (a) The employee/s must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health and safety; and
  - (b) The employee/s must comply with a direction given by the employer to perform other available work at the same workplace or at another workplace, unless:
    - (i) The work is not safe; or
    - (ii) Applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) The work is not appropriate for the employee to perform; or
    - (iv) There are other reasonable grounds for the employee to refuse to comply with the direction.
- 1.7** The parties to the dispute agree to be bound by a decision of the Fair Work Commission in accordance with this clause. While the dispute is being resolved the parties agree to respect the status quo.

## Schedule C

### Consultation Regarding Major Workplace Change

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

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

#### *Major change*

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

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

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

(4) If:

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

the employer must recognise the representative.

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

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

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

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

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

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

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

*Change to regular roster or ordinary hours of work*

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

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

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

(12) If:

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

the employer must recognise the representative.

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

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

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

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

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

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

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

(16) In this term:

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

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

## Schedule D

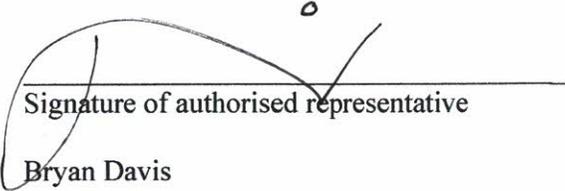
### Individual Flexibility Arrangements

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

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

**Signed** for and on behalf of  
**Underdown Productions Pty Ltd**  
by its duly authorised representative:



Signature of authorised representative

Bryan Davis

Name of authorised representative  
(please print)  
Company Director

Capacity

6 May 2021

Date  
Level 6, 116 Military Road, Neutral Bay,  
NSW 2089

Address

**Signed** for and on behalf of  
**Media Entertainment & Arts Alliance**

  
\_\_\_\_\_  
Signature

Paul Murphy  
\_\_\_\_\_  
Name

Chief Executive  
\_\_\_\_\_  
Capacity

6 May 2021  
\_\_\_\_\_  
Date

245 Chalmers Street, Redfern, NSW 2016  
\_\_\_\_\_  
Address

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5020

Applicant: Underdown Productions Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

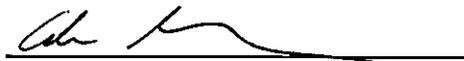
I, Catherine Mary McDonnell, Bargaining Representative, have the authority given to me by Underdown Productions Pty Ltd to give the following undertakings with respect to the Underdown Productions Pty Ltd Crew Enterprise Agreement 2021 – 2024 ("the Agreement"):

1. Item 5 of Schedule A of the Agreement is deleted and replaced with the following:

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

BRECA Motion Picture Production Level	• Monday-Friday before 7am; • Monday-Thursday after 8pm; • Saturday 7am-8pm	• Friday-Saturday after 8pm; • Saturday before 7am	Sunday and, where work continues from Sunday, before 7am Monday
1	\$31.89	\$38.26	\$51.02
2	\$33.11	\$39.73	\$52.98
3	\$34.25	\$41.10	\$54.80
4	\$36.07	\$43.29	\$57.72
5	\$38.35	\$46.02	\$61.36
6	\$40.49	\$49.35	\$64.78
7	\$42.22	\$50.67	\$67.56
8	\$48.80	\$58.56	\$78.08

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

1 June 2021

\_\_\_\_\_  
Date