

# **La Brea (2) MEAA Offshore Production Agreement 2022**

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## 1. Application and Operation of Agreement

### Title

- 1.1 This Enterprise Agreement is called the La Brea (2) MEAA Offshore Production Agreement 2022.

### Term

- 1.2 This Agreement will operate from the date of execution by the Employer and MEAA and the nominal expiry date is 31 March 2023.

### Scope of Agreement

- 1.3 This Agreement applies to:
- (i) the Employer; and
  - (ii) all production (crew) employees employed by the Employer to work on the Production, whether listed in the classifications at Schedule B of this Agreement or not; and
  - (iii) the Media Entertainment and Arts Alliance (MEAA).

### Relationship with Other Awards/Agreements

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Award 2020 (BRECA)), any notional agreement preserving a state award or other federal award as amended, replaced or superseded from time to time that might otherwise have application to the employment of the Employees.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

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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 B.

**Continuous Hours** means 10 hours from general crew call time to camera wrap with no designated meal breaks (other than as may be reasonably required for health and safety reasons in accordance with the COVID-19 Production Plan).

**COVID-19** means the infectious disease known as COVID-19 and any other disease or illness caused, contributed to, or affected by the virus SARS-CoV-2 (or any mutation thereof).

**COVID-19 Production Plan** means the Employer's policies and procedures applicable to the Production for the purpose of managing and mitigating risk in connection with COVID-19.

**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.

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

**Employer** means LAB Productions Pty Ltd (ABN 38 615 093 260) with its registered office at 92 High Street, Windsor, Victoria 3181.

**Flat Fee Employee** means an Employee who generally determines his or her own call, is a Head of Department, and who agrees to be employed on a flat fee arrangement. The minimum Weekly Rate for a 5-day flat fee arrangement must be at least 50% higher than the minimum rate set in this Agreement for the role.

**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 40 hour week (or part time employees), the Employee's Weekly Rate divided by 40.
- (c) in the case of Employees engaged on a 10 hour day, the Employee's Daily Rate divided by 11;
- (d) 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 (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 **second season** of the television series with the working title "La Brea".

**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, assault or sexual harassment (which has the meaning given by section 28A of the *Sex Discrimination Act 1984 (Cth)*);
- (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.

**Turnaround** means the work breaks described in clauses 13.1 – 13.3.

**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 Saturday.

**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 a Flat Fee Employee, their agreed 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.
- 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 casuals engaged at distant locations, or in the hair and makeup or transport departments, where the minimum call shall be 5 hours. Where a casual Employee is employed on the relevant minimum rate, they will be engaged for no longer than 12 hours on any day.
  - (b) A Casual employee must be paid an additional 25% loading on all hours. The loading will increase to 27.5% for hours worked between 8pm and 7am.
- 3.4 A Flat Fee Employee is contracted on a flat fee arrangement that does not specify a minimum number of hours but does specify a number of days in the week, which can be from 5 to 7 days.

- (a) If a 5 day or 6 day flat rate is agreed, a rate must be specified for the 6th and 7th days, as applicable.
  - (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;
  - (c) Undertaken with an employer for which a person is not entitled to be paid any remuneration.

### **Standard Working Week**

- 3.6 The standard working week for Employees will be 5 days within a 6 day period, Monday to Saturday. These days are to be rostered and worked consecutively unless exceptional circumstances apply, such as location availability, illness of key personnel, extreme weather.
- 3.7 On specified weeks, and with the agreement of the majority of affected Employees, the standard working week for Employees may include a Sunday, when that day is used to shoot on a location or locations to which access would otherwise be highly restricted or impossible, provided:
  - (a) Turnaround is provided in accordance with clauses 13.1 – 13.3;
  - (b) It does not form part of a 6-day working week pursuant to clause 3.9.

### **Extended Working Week**

- 3.8 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.
- 3.9 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 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; 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 Sunday**

- 3.10 Other than where work on a Sunday is undertaken accordance with clause 3.7, an Employee may only be required to work on a Sunday provided he or she is paid at the overtime rates specified in clause 5.7.

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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. Employer will use reasonable endeavours when scheduling to minimise switching between standard hours and continuous hours.
- 4.2 Employees will be notified of the decision to work Continuous Hours no later than 48 hours before the commencement of the call time for the day on which Continuous Hours are to be worked (or no later than 24 hours prior, only where production exigencies require (as a result of production taking place in the context of COVID-19 ), such as an unexpected changed in location availability, and not to be relied upon regularly). When changing from Continuous Hours to non-Continuous Hours, Employees will be given at least the same amount of notice prior to commencement of the call time for the day on which non-Continuous Hours are to be worked.
- 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 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 will use reasonable endeavours to ensure that the meal provided during Continuous Hours is kept hot (where appropriate and when requested) and is readily accessible.
  - (f) 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 and accessible to the Employee for extended periods from general crew call time until camera wrap.
  - (g) During Continuous Hours, overtime will be payable in accordance with this Agreement with the exception of time worked after the end of the 10th Continuous Hour until camera wrap, in which case time from the beginning of the 11th Continuous Hour until camera wrap will be paid at three times the Hourly Rate.



- 4.4 Without prejudice to Clause 4.3(g), on any day where Continuous Hours are worked by an On-Set Employee, the Employer will use reasonable endeavours to avoid requiring On-Set Employees to work beyond the 10<sup>th</sup> hour.
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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 Line Producer or 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 hour; and at 3 times the Hourly Rate thereafter (i.e. from the beginning of the 14<sup>th</sup> hour).

### **Sixth Day Overtime**

- 5.6 Overtime worked on the sixth day, other than a Sunday, shall be paid at 1.5 times the Hourly Rate for the first two hours; then at 2 times the Hourly Rate for the next ten hours (i.e. up to the end of the 12<sup>th</sup> hour); and at 3 times the Hourly Rate thereafter (i.e. from the beginning of the 13<sup>th</sup> hour).

### **Sunday Overtime**

- 5.7 Time worked on a Sunday, other than where it is undertaken accordance with clause 3.7, is paid at 2 times the Hourly Rate up to the end of the 12<sup>th</sup> hour; and at 3 times the Hourly Rate thereafter.

### **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**

The minimum rates of pay for Employees are set out in Schedule A. The rates will be adjusted from 1 July every year in line with the National Minimum Wage Order percentage increase as determined by the FWC as part of the Annual Wage Review for that year.

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## **7. Employment Contracts**

All Employees shall be provided with a written contract or letter of appointment as soon as possible and not less than the day of commencement of employment. The contract or letter of appointment 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 Number (ABN);
  - (b) The date of payment and the pay period;
  - (c) The gross and net pay;
  - (d) Loadings, allowances, bonuses, incentive-based payments, penalty rates or other paid entitlements that can be singled out;
  - (e) 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 Australian Super.
- 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 the GPO of the capital city in which the employer's usual place of business is based.

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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 In the case of two or more consecutive days off, the Employee shall receive a minimum rest period of 58 hours from the time the Employee is released on one day to their recommencement of work, save that the Employer may from time to time elect to reduce this minimum rest period to 48 hours, provided that it does so no more frequently than every third week .
- 13.4 Where the turnaround prescribed in 13.1 - 13.3 is not provided, the Employee shall be paid at 3 times the Hourly Rate for the period of the shortfall.

### **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 meals appropriate to the time of day that a meal break occurs.
- 13.12 Outside meals, all Employees will be provided with tea/coffee, water and other soft drinks/juices, biscuits and fruit or other nutritious snacks.

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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/carers' leave per year that accrues progressively and accumulates from year to year. A part-time employee accrues personal/carers' 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/carers' 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 carers' 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, carers' 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.

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## **15. Annual Leave**

- 15.1 A full-time employee is entitled to 20 days of annual leave per year 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.

### **Taking annual leave**

- 15.4 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.
- 15.5 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). For the removal of doubt, a single day is not considered a 'period' of leave.

- 15.6 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.
- 15.7 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.
- 15.8 If a shutdown or hiatus (including in accordance with Clause 8.3) takes place over a period that includes one or more public holidays and the Employee has accrued sufficient annual leave that, if the Employee elected to use that annual leave, it would reach the public holiday(s), then the Employee must be paid that public holiday(s). This will apply irrespective of whether the Employee elects to be paid accrued annual leave as at the hiatus or upon completion of the Employee's services on the Production.
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## **16. Public Holidays**

- 16.1 Employees are entitled to be absent from work on the following public holidays without loss of pay if gazetted in the state in which the Employee is working at the time: 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 Melbourne Docklands Studio, 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 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, where the Employee is required to use his/her own motor vehicle or cycle, will attract payment of an allowance set out in 17.14.

- 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 charter flight without contacting the Union 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 30 kilometre radius described in Clause 11.2, such travel beyond the 30km 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 30 kilometre 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 30 kilometre radius described in Clause 11.2 by the shortest practicable route at the time of day at which crew will be travelling.
- 17.9 An Employee travelling to or from location or who is on location during a meal period in accordance with clauses 13.5 – 13.11 will be provided with such meal by the Employer or receive a meal allowance in lieu.

### **Accommodation**

- 17.10 An Employee required to stay away overnight from his/her 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.

### **Allowances**

- 17.11 Allowances set out below will be paid where applicable in accordance with clauses 17.12 to 17.15:
- 17.12 Allowances are paid weekly in arrears (unless paid as a lump sum) and the rates are:

**Meal Allowances (payable if the relevant meal is not provided by Employer in accordance with Clause 13.11 or in the absence of a pre-agreed meal reimbursement, from 1 January 2022):**

Breakfast	\$18.45
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Lunch and Supper if applicable	\$20.76
Dinner	\$31.93

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

#### **Vehicle Allowances:**

17.14 The following vehicle allowance (**from 1 January 2022**) 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	\$1.03 per kilometre
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#### **Accommodation & Laundry Allowances:**

17.15 The following allowances (**from 1 January 2022**) 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.	\$12.20 per day
Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps.	\$24.00 per day
Where accommodation is provided at the standard of shearers' quarters, rough mining camps, or by camping.	\$47.84 per day
Where Employee is on a distant location and does not have access to a laundry	\$15.71 per day (unless agreed that the Employer will arrange for laundering of Employee's clothes not less than once every 3 days in lieu of allowance)

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### **17A. Fatigue Management Measures**

17A.1 Employer acknowledges that the length of the shoot period for the Production lends itself to greater instances of crew fatigue and the Employer acknowledges crew safety particularly during travel to and from work is of utmost importance.

17A.2 Where an Employee identifies that they are fatigued and to drive home at the conclusion of a call would pose a risk to their safety, they should immediately approach their HOD or UPM. The Employer agrees to provide the Employee with:

- (a) overnight accommodation in the style of modern unshared motel type accommodation or similar, where practical, or



(b) transport home in the form of either Production transport, taxi, Uber (or similar ride service), or

(c) reimbursement of the Employee's reasonable transport costs to travel home,

(d) and, where necessary, either arrange for transport or reimburse the Employee's reasonable costs to collect their vehicle.

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

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## 20. COVID-19

20.1 The Employer will implement its COVID-19 Production Plan for the purpose of managing and mitigating risk in connection with COVID-19 and safeguarding the health and safety of all Employees and other individuals engaged to provide services on the Production.

20.2 If an Employee is required by the Employer to travel in connection with their employment on the Production (e.g. crossing a state or national border):

(a) The Employer will assist the Employee in their application for any applicable government permits required for such travel and Employer will bear the cost of such permit (if any);

(b) If the Employee is required by a government authority to undergo a period of quarantine in connection with such travel, the Employer will bear the cost of any government-imposed mandatory charges in respect of the Employee's quarantine period (including fees, accommodation and meals) (the "**Quarantine Period**"); and

(c) Any required Quarantine Period will form part of the Employee's period of employment on the Production and the Employee will be paid at their Weekly Rate (or Daily Rate, as applicable) during any such Quarantine Period.

20.2A Despite Clause 20.2(c), if the Employee is engaged in work for anyone other than the Employer during the Quarantine Period (or part thereof), the Quarantine Period (or part thereof) will not form part of the Employee's period of engagement and the Employer is not required to pay the Employee's Weekly Rate (or Daily Rate, as applicable) during the Quarantine Period. If the other engagement is for part of the Quarantine Period, the Employee's Weekly Rate will be paid pro-rata by the Employer for the relevant period. The Employer will still bear the costs set out under Clause 20.2(b) for the whole of the Quarantine Period despite the Employee being otherwise engaged for the whole or part thereof.

20.3 If the Employer directs an Employee not to attend work because the Employer reasonably believes that the Employee has become infected with COVID-19, or has been a close contact of an individual who is suspected or confirmed as having COVID-19; and/or the Employee is required to self-isolate because they test positive for COVID-19, then during such period of

absence, once the Employee has used up any accrued paid personal leave (if any and if applicable), the Employer will pay the Employee as follows:

- (i) **Employees (other than Casual Employees):** that Employee's Weekly Rate (excluding such portion of the Weekly Rate which is for contracted Overtime), capped at two weeks; or
- (ii) **Casual Employees:** that Employee's Daily Rate (excluding such portion of the Weekly Rate which is for contracted Overtime) for each Call from which they are absent, capped at 5 days,

after which any continuing absence shall be unpaid leave until such time as the Employee is cleared to return to work, in accordance with the COVID-19 Production Plan and any applicable legislation, regulations or government orders.

- 20.4 If the Employer instructs a Casual Employee to obtain a COVID-19 PCR test on a non-working day in connection with their engagement (excluding for the avoidance of doubt their very first pre-engagement COVID-19 PCR test in connection with the Production where time taken will be unpaid), the Employer will pay the Casual Employee a fixed fee of \$75 for their time, where the Casual Employee nominates on a time sheet the date and facility where they have been tested in advance of their daily engagement. For the avoidance of doubt, this includes where the Employer instructs the Casual Employee to attend the production office or location on a non-working day to be tested in the Production's COVID-19 PCR testing cadence.

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

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

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## 23. National Guidelines for Screen Safety

- 23.1 The parties may agree on a code of safety in respect of film production.
- 23.2 Until and unless amended by further agreement between Employer and the Employees, the National Guidelines for Screen Safety will be adopted for the purposes of this clause.
- 23.3 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 National Guidelines for Screen Safety as agreed from time to time between SPA and MEAA.
- 23.4 Safety reports prepared in accordance with the National Guidelines for Screen Safety shall identify all hazardous duties.

- 23.5 The Employer and all Employees under this Agreement shall comply with the provisions of the Australian Screen Industry Code of Practice – Discrimination, Harassment, Sexual Harassment and Bullying as developed by Screen Producers Australia and MEAA.
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## **24. Consultation Procedure**

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

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## **25. Individual Flexibility Arrangement**

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

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## **26. Representative Rights**

- 26.1 Employees have the right to be represented by, provide information to, and consult with their union in any work-related matter.
- 26.2 Subject to any legal requirements, the Employer will provide MEAA with the most current versions of safety reports, shooting schedules and crew lists on request.
- 26.3 MEAA will hold information provided by the production company on a confidential basis.

## Schedule A

### Classification Levels and Minimum Rates of Pay

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<b>Classification Level</b>	<b>Rate/38 Hour Week From 1 July 2021</b>	<b>Rate/50 Hour Week From 1 July 2021</b>
1	\$951	\$1,401
2	\$988	\$1,454
3	\$1,021	\$1,505
4	\$1,076	\$1,586
5	\$1,143	\$1,684
6	\$1,206	\$1,779
7	\$1,259	\$1,855
8	\$1,451	\$2,144
9	\$1,489	\$2,194
10	\$1,556	\$2,293

## Schedule B

### Translation Schedule

Classification Level	Production	Post-Production
Level 1	Stable Hand Brush Hand Construction Assistant Labourer Unit Assistant Driver/Runner	Assistant Tape Operator
Level 2	Production Assistant/Runner Wardrobe Assistant Casting Assistant SFX Assistant Occupational First Aider	Edge Numberer (Cine) 2nd Assistant Sound Editor Assistant Tape Operator 2 Post Production Assistant
Level 3	Clapper Loader Camera Assistant Third AD Production Secretary Assistant Make-up Assistant Hairdresser Assistant Floor Manager Wrangler Assistant Grip Lighting Assistant 3rd / 4th Electrics	2nd Assistant Picture Editor Assistant Tape Operator 1 Visual Effects Assistant 2
Level 4	Armourer Carpenter Electrician Lighting Technician Generator Operator Assistant Animal Trainer/ Pick-up Rider Draftsperson (Art Department) Set Dresser Set Maker Standby Props Standby Wardrobe Pattern Cutter Transport Manager Production Accounts Assistant Sign Writer	Assistant Sound Editor Broadcast Tape Operator Visual Effects 1

Classification Level	Production	Post-Production
	Extras Casting Enrolled Nurse Chaperone Tutor	
Level 5	Assistant Art Director Props Buyer Model Maker Scenic Artist SFX Technician Mechanic Best Boy Grip Boom Operator Make-up Artist Hairdresser Director's Assistant Production Coordinator Second AD Unit Manager Floor Manager Art Department Coordinator Registered Nurse	1st Assistant Editor (Cine) Supervising Tape Operator On-Line Editor 3 1 <sup>st</sup> Assistant Picture Editor Supervising Tape Operator On-Line Editor 3 Foley Artist 2 Neg Cutter 2
Level 6	Set Designer Props Master Location Manager Gaffer Key Grip Focus Puller Technical Director Make-up Supervisor Hairdressing Supervisor Wardrobe Supervisor Construction Manager Production Accountant Head Wrangler/Horse Master/Animal Trainer Safety Supervisor SFX Coordinator Continuity Person Stills Photographer Story Editor	Dialogue Editor Effects/sound Editor On-Line Editor 2 Telecine 2 Digital Compositor 1 Foley Engineer Foley Artist 1 Neg Cutter 1

<b>Classification Level</b>	<b>Production</b>	<b>Post-Production</b>
Level 7	First AD Camera Operator Sound Recordist Gaffer (HoD) Key Grip (HoD) Continuity (HoD) Casting Director Art Director Lighting Designer Production Manager Costume Designer SFX Make-up Supervisor SFX Designer	Sound Designer Supervising Sound Editor Mixer On-Line Editor 1 Post Production Supervisor Music Editor Telecine 1 Visual Effects Designer Visual Effects Supervisor
Level 8	Director of Photography Second Unit Director Production Designer Sound Designer	Picture Editor
Level 9	Not Applicable to this Production	
Level 10	Director	

## Schedule C

### 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)** An employee must continue to perform their work as they would normally unless they have a reasonable concern about a risk to their health and safety; and



**(b)** An employee must comply with a direct 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 D

### Consultation Regarding Major Workplace Change

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- 1.8** Subject to Film Industry Practice, this term applies if the employer:
- (a)** Has made a definite decision to introduce 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*
- 1.9** For a major change referred to in sub-clause 1.8:
- (a)** The employer must notify the relevant employees of the decision to introduce the major change; and
  - (b)** Sub-clauses 1.10 to 1.14 apply.
- 1.10** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 1.11** 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.
- 1.12** 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.
- 1.13** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 1.14** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 1.15** In this term, a major change is **likely to have a significant effect on employees** if it results in the suspension of the cancellation of the Production.

**1.16** In this term:

**Relevant employees** means the employees who may be affected by a change or referred to in sub-clause 1.8(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 E**

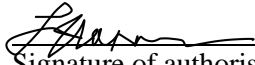
### **Individual Flexibility Arrangements**

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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  
**LAB Productions Pty Ltd**  
by its duly authorised representative  
in the presence of:

  
\_\_\_\_\_  
Signature of authorised representative

Felicity Harrison  
\_\_\_\_\_  
Name of authorised representative  
(please print)

Director  
\_\_\_\_\_  
Capacity

11 April 2022  
\_\_\_\_\_  
Date

1/17 Mount Street, Coogee, NSW  
\_\_\_\_\_  
Address

**Signed** for and on behalf of  
**Media Entertainment and Arts Alliance<sup>1</sup>**  
by its duly authorised representative  
in the presence of:



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Signature of authorised representative

Paul Murphy

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Name of authorised representative  
(please print)

Chief Executive

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Capacity

8 April 2022

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Date

245 Chalmers Street, Redfern NSW 2016

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Address