# **MEAA Michael Cassel Group Log of Claims 2023-24**



## WAGES AND WAGE-RELATED PAYMENTS

Title	Description
Wage increase	1. Initial 20% increase
	2. Increases of 3% per year or CPI (whichever is higher)
Classification	1. A tiered system of 5 levels:
	a. Technician;
	b. Senior technician;
	c. Deputy Head of Department;
	d. Head of Department;
	e. Stage Manager;
	2. Trainee rate should only apply to roles where the role is filled and the person is
	shadowing / learning; and,
	3. All crew roles to be clearly classified with duties/experience outlined; member
	consultation on new allocations; e.g. floor technician, chaperone
Higher duties	1. Higher duties to be paid for those agreed or directed to be working up in another
	role for periods greater than 4 hours.
Hours of work	1. Increased clarity and consistency on how contracts function, including base hours,
	overtime and additional pay and clear payslips;
	2. A benchmark of 45 hours for a HOD or DHOD would equal nine five-hour calls – enough for a week of shows and an additional session for either maintenance or
	rehearsals;
	3. Stronger overtime and missed meal penalties; and,
	4. Capping weekly hours based on a tiered system, in line with pay rates and duties.
Allowances	Crew who are bringing their own specialised tools the company does not provide
Anowances	should receive an appropriate allowance.
No grandfathering	Staff on lesser rates or conditions than are agreed will, at the time of agreement,
ivo granaratnering	have those terms replaced by those agreed by MCG & MEAA
Superannuation	Increase contribution to 15%;
Superamuation	2. Superannuation to be paid on overtime;
	3. Superannuation to be paid on annual leave payouts;
	4. Superannuation on unpaid parental leave; and,
	5. Increase .5% per year in line with performers
Contractors	1. Third-party contractors to enjoy the same pay and conditions as those provided
	for under the Agreement.
Archival recording loading	1. The definition of 'archival recording' will be narrowed to only include recordings
	from a single stationary camera with a single stereo audio feed; such that
	exemptions from paying the Transmission and Recording Allowance on this basis
	will be narrowed.
Publicity and appearances	1. Footage taken of crew to be used in publicity (ie. that is exempt from a
	Transmission and Recording Allowance) will attract the payment of \$7.50
	appearance fee per case;
	2. except that where crew are interviewed on film for publicity (etc.) will attract the
	payment of \$75.00 appearance fee per case.
Retainer	1. For breaks of up to 6 weeks, crew will be paid in full ie kept on retainer (ie
	between transfer from QLD to NZ).
	2. Potential rate for longer show breaks
Expanded duties	Review work values as part of classification.

## **CORE CONDITIONS**

Title	Description
Coverage	1. All crew
Gender reporting	<ol> <li>Annual reporting of the number of women employed by the company.</li> <li>Reporting to be done on:         <ul> <li>role and grading basis;</li> <li>grading review outcomes; and,</li> <li>average salary differences between male and female employees.</li> </ul> </li> </ol>
Administration	<ol> <li>Update any relevant clauses in line with Fair Work Act 2009 requirements and terminology.</li> <li>This includes the December 2022 – December 2023 changes under the Secure Jobs Better Pay Act 2022.</li> </ol>
Renegotiation	Employer to commence renegotiation of the agreement six months prior to the expiration of the agreement.
No forced redundancies	The employer will not forcibly retrench any employee during the term of the agreement.
No further claims	The employer and the union agree to make no further claims in respect to changed conditions or work arrangements for the term of the agreement.
Removal of NDAs	In line with new pay secrecy laws – no worker to be prohibited from discussing their pay or conditions with other workers.
Security of employment	1. Address problems with casualisation
Publicity & Social Media	1. As in Performers Collective Agreement (PCA)
Busy work periods	1. Compensate transfer, rehearsals, bump in & out, preproduction weeks

## WORKPLACE SAFETY AND FATIGUE

Title	Description
WHS Consultation	<ol> <li>Establishing agreed WHS consultation structures:         <ul> <li>a. agreement on designated work groups;</li> <li>b. establishment and election of HSRs;</li> <li>c. creation of WHS Committees;</li> <li>d. paid time to attend to duties as an HSR; and,</li> <li>e. paid time to attend relevant training.</li> </ul> </li> <li>Measures to deal with fatigue, workplace stress, bullying, harassment and other causes of psychological injury.</li> </ol>
Physiotherapy	1. Crew to receive entitlement to physiotherapy services including preventative and maintenance care (offsite or onsite).
10-hour turnaround	Employers must give a clear 10-hour break between shifts, or pay a 2.5 time penalty rate.
Consecutive day penalty (Seventh day/tenth day)	1. Employers will not roster workers for more than 6 days consecutively, or pay a 2.5 time penalty rate on all hours worked until a full day off has been taken. From 10 days, this would be a triple time penalty.
Ninth show	<ol> <li>9-show weeks may only happen twice in a six-month period; and,</li> <li>When scheduled, the Employer must pay a bonus amount equivalent of a show call or a pro-rata day rate.</li> </ol>
Staff Fatigue	Swings for production staff - cast rehearsal of swings

#### LEAVE-RELATED ENTITLEMENTS

Title	Description
Gender affirmation leave	1. As in Performers Collective Agreement (PCA)
First Nations leave	1. Cultural and ceremonial leave as in the Performers Collective Agreement (PCA)
Personal/ Carers Leave	Offer allocation of sick leave at commencement of contract
Accrued Leave Entitlements	<ol> <li>Accrued leave &gt;3 months total shall be taken at a mutually agreed time.</li> <li>Accrued leave &lt;3 months total may be taken at the Employer's direction, to a maximum of 4 weeks.</li> </ol>
Long Service Leave	1. Long service leave to be taken as mutually agreed.
Parental Leave	1. Parental leave definition to be non-discriminatory (gender-neutral)
Family & Domestic Violence Leave	<ol> <li>Access to additional 20 days paid leave (non-cumulative)</li> <li>Guaranteed access to information and appropriate support services.</li> </ol>
Unpaid parental Leave to count as service	1. All periods of paid and unpaid parental leave will count toward continuous service where redundancy payment is calculated.
Portable long service leave	1. Employees moving between employment with venue (Sydney Theatre Company) and producer (MCG) will not break continuity of service.

# TRAVEL, TOURING, AND RELOCATION ENTITLEMENTS

Title	Description
Touring and relocation	<ol> <li>Where an Employee completes a minimum 50% of the seasons of two cities within the run of a touring production, any further employment will incur a partial touring allowance:         <ul> <li>a. when the break between closing and tech is &gt;2 weeks, flights between cities;</li> <li>b. when the break is &lt;2 weeks, a return flight to the employee's home city;</li> <li>c. equivalent dollar value in lieu of a flight may be offered; and,</li> <li>d. weekly accommodation allowance paid as per LPA.</li> </ul> </li> <li>When the home city is not one of the production cities where the employee toured themselves, partial touring allowance should be paid for home city.</li> </ol>
Touring allowances	1. When touring, Employers must give the appropriate number of days off between cities, or reimburse reasonable transport / freight costs for personal items (eg. pets, bikes, etc.).
Relocation packages	<ol> <li>For seasons over 12 months where relocation is requested, this may only occur once, and a relocation allowance must be paid twice (to and from the location) in the amount of:         <ul> <li>\$2500 for transfers between cities excl. Perth, and</li> <li>\$3500 between Perth and other cities.</li> </ul> </li> </ol>
Night-time travel	1. The Employer must provide appropriate transport if an employee is required to work past 11:30pm, or if it is too late to travel by the last train, tram, bus or vessel to their home.
Airport transfers	1. Match PCA or cover from place of residence/airport
International contracts	<ol> <li>Australian crew will be toured internationally under the Australian contracts.</li> <li>Increased salary to compensate (e.g. if claim is met, 15% on top of salary rate) or continuing to pay super when they are international workers.</li> <li>Medical insurance (other than NZ) – covered by full insurance and may be other kinds.</li> <li>Per diems.</li> <li>Supplied accommodation</li> </ol>
Relocation	Minimise tax on relocation deal, provision for family and pets' relocation

## DISPUTES, CONSULTATION, AND UNION MATTERS

Title	Description
Disputes Settlement Procedure	1. Dispute resolution clause to include a provision for the Fair Work Commission to arbitrate if a matter is not settled through conciliation.
Consultation	<ol> <li>Consultation provision to define meaning of 'genuine consultation' and apply in cases where the Employer is giving early consideration to major or other changes likely to affect employees, including redundancy.</li> <li>Consultation to involve the union not just employees.</li> </ol>
Union Access	<ol> <li>Improved MEAA access to the workforce to for the purposes of:         <ul> <li>a. participating in inductions of new employees or casual workers;</li> <li>b. Involvement under the disputes procedure of this Agreement; and,</li> <li>c. distributing written information to Union delegates or employees.</li> </ul> </li> </ol>
Delegates	Delegates to be given paid time to undertake delegate responsibilities
Member meetings	1. Members to be given paid time to participate in union meetings
Facilities for union meetings	1. Agreement on the use of suitable facilities for holding meetings with members in each theatre.
Trade Union Training Leave	1. Paid Trade Union Training Leave to be provided to union delegates
Inductions	MEAA to be afforded access to new employees through inductions or by other means

# **MEAA Michael Cassel Crew Survey**

