



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Michael Cassel Group Pty Limited
(AG2020/3447)

MICHAEL CASSEL GROUP PERFORMERS' COLLECTIVE AGREEMENT 2020-2024

Live performance industry

COMMISSIONER LEE

MELBOURNE, 2 DECEMBER 2020

Application for approval of the Michael Cassel Group Performers' Collective Agreement 2020-2024.

[1] An application has been made for approval of a greenfields agreement known as the *Michael Cassel Group Performers' Collective Agreement 2020-2024* (the Agreement). The application was made by Michael Cassel Group Pty Limited pursuant to s.185 of the *Fair Work Act 2009* (Act).

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act. I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that the Media, Entertainment and Arts Alliance is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] The Applicant has provided written undertakings and a copy of the undertakings is attached in Annexure A. In accordance with s.191(1) of the Act, the undertakings are taken to be a term of the Agreement.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 37.4 – Annual Leave Loading; and
- Clause 43.2 – Personal/Carer’s Leave.

However, noting the written undertakings provided, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] Pursuant to s.53(2)(b) of the Act I note the Agreement was made with the Media, Entertainment and Arts Alliance and that the Agreement covers this organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 December 2020. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3447

Applicant:
Michael Cassel Group Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michel Maree Hryce, Director, People and Culture have the authority given to me by Michael Cassel to give the following undertakings with respect to the Michael Cassel Group Performers' Collective Agreement 2020- 2024 ("the Agreement"):

1. Annual Leave: Clause 37.4 provides that where an employee's engagement terminates prior to completion of 12 months continuous employment and the employee receives payment of accrued annual leave, no loading is payable on such leave. This appears inconsistent with s.90 of the Act.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Personal/ Carers' Leave: Clause 43.2 provides that the employee shall within 24 hours of commencement of the absence inform the employer of their inability work, and provide evidence satisfactory to the employer within 48 hours of the commencement of the absence. This appears inconsistent with s.107 of the Act.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to read "Michel Maree Hryce".

Signature

Monday 30 November 2020

Date

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**MICHAEL CASSEL GROUP PERFORMERS' COLLECTIVE AGREEMENT
2020-2024**

BETWEEN: THE MEDIA ENTERTAINMENT & ARTS ALLIANCE
of 245 Chalmers Street, Redfern NSW 2016

AND MICHAEL CASSEL GROUP PTY LTD
("The Employer")

THIS AGREEMENT SHALL BE KNOWN AS:

**MICHAEL CASSEL GROUP PERFORMERS' COLLECTIVE AGREEMENT
2020-2024**

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 This Agreement shall be known as the MCG Performers' Collective Agreement 2020-2024 which may be referred to as "the Performers' Agreement", "this Agreement", "the Agreement" or "the PCA".

2. APPLICATION AND PARTIES COVERED

- 2.1 This Agreement covers Michael Cassel Group Pty Ltd (**MCG**) and all related companies and entities (here after referred to as "the Employer") the Media Entertainment and Arts Alliance (**MEAA**) and all performers employed by the Employer in theatrical productions. This Agreement does not apply to performers currently or to be engaged on the Melbourne Production of Harry Potter and The Cursed Child.

3. DATE AND PERIOD OF OPERATION

- 3.1 This Agreement shall commence from the date of registration at the Fair Work Commission.
- 3.2 The Agreement shall remain in force until 30 June 2024. At the expiration of this period, a party may terminate the Agreement by giving a period of four weeks' notice. Should no such notice be given, the terms and conditions of this Agreement will continue in force until replaced by a new agreement.

4. RELATIONSHIP TO PARENT AWARD / NES

- 4.1 For the purpose of this Agreement, the Parent Award is the Live Performance Award 2010 as amended (the **Award**).
- 4.2 This Agreement overrides the parent award in it's entirety.
- 4.3 This Agreement includes the National Employment Standards (**NES**).

5. MINIMUM ENTITLEMENTS

This Agreement provides minimum entitlements only.

6. NO EXTRA CLAIMS

There shall be no further increases sought or granted during the period of this Agreement unless provided for within this Agreement.

7. NEGOTIATION PROCESS OF AGREEMENT

- 7.1 MCG, MEAA and its performer members are committed to the maintenance of a constructive and harmonious employment environment.
- 7.2 In negotiating the terms of this Agreement, MCG and MEAA recognise the need for a stable environment, providing financial security for performers and enhanced industry flexibility and efficiency.

7.3 Negotiations between the MEAA and MCG commenced in June 2020.

7.4 MCG has now reached agreement with the MEAA on the content of this Agreement.

8. INDUSTRY NEGOTIATIONS

It is understood that Live Performance Australia (LPA) negotiates its own agreement with the MEAA. It is acknowledged by both MEAA and the Employer that those negotiations and any resultant agreement shall have no effect on the terms, wages and conditions of this Agreement, except that if LPA and MEAA negotiates increases in allowances higher than the allowances outlined in this agreement, the Employer shall honor those higher rates.

9. VARIATION OF AGREEMENT

The Allowances set out in the Allowances Schedule attached to this Agreement will be increased annually in accordance with the National Wage Case Decision of the Fair Work Commission as it amends the Parent Award. The date of effect for such increases will be from the first pay period on or after 1 July each year.

10. WAGE INCREASES

The minimum weekly wages of performers covered by this Agreement, including yearly increases, are set out in Schedule 1.

11. DEFINITIONS

General definitions

11.1 "Act" means the Fair Work Act 2009 as amended.

11.2 "Archival Recording" means the recording of a performance for the following purposes:

an historical record for the Employer for use by the Employer, students or historians; archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the Employer) a performance reference for an Performer where more than one Performer is cast to perform the same role; as a tool to onsell the performance; for planning and research; a guide to recreate the production when it is restaged or revised; or for a choreographer, director, choreographer, musical director or other member of the creative team in order to maintain quality and standards for the current production, and in order to remount future productions..

11.3 "Assistant Stage Manager" means an Employee directed by a full-time stage manager to perform duties pertaining to stage management. Specifically, an Assistant Stage Manager will not be required to be responsible for musical and/or lighting management.

11.4 "MEAA" means the Media, Entertainment and Arts Alliance.

-
- 11.5 **"Broken week"** means a week at the commencement or termination of an Employee's employment in which less than the ordinary number of days work and/or performances are given.
- 11.6 **"Call"** means a call or direction by the Employer to the Employee to attend for work at a particular time or for the purpose of photography, wardrobe or other legitimate reason.
- 11.7 **"Captain"** means a member/s of the company who may be required to learn; and participate in, but not solely supervise the maintenance of a specific creative element that they have been assigned on the Production. The creative element assigned may include but are not limited to: Dance, Movement or Voice. The Captain's duties may include but are not limited to taking or overseeing company warm up for the skill/activity they are assigned, rehearsals, clean up-calls or casting activities. The Captain may be required to note other Performers on the elements of their performance that they oversee.
- 11.8 **"Costumes"** are those items of clothing or shoes required to be worn in a performance. They do not include personal rehearsal clothing or shoes unless the rehearsal clothing are the items also required for performances or specific employer provided rehearsal substitutes.
- 11.9 **"Cover"** is a Performer who may take the place of another due to absence, illness or injury etc. A Cover may have a Part in addition to being a Cover. "Covered" and "Covering" shall be interpreted accordingly.
- 11.10 **"Cultural Consultant"** may be engaged by the Producer to work with creatives, cast and crew to ensure that cultural integrity and authenticity is maintained throughout the development and presentation of a theatrical work. Cultural Consultants may be engaged at times deemed necessary by the Producer to consult on cultural protocols and integrity. An individual, or individuals, undertaking the role of cultural consultant, whilst engaged as a performer under this agreement, will require a separate contract and remuneration, subject to negotiation, for the role of cultural consultant.
- 11.11 **"Engaged by the week"** means being engaged for at least a week of employment terminable only in the manner prescribed by the Terms of Engagement Clause of this Agreement, or being engaged for employment to last longer than a week.
- 11.12 **"Engaged Casually"** means being engaged by the hour subject to the minimum call for less than one week.
- 11.13 **"Engagement"** means the period during which the Employee is engaged to rehearse and perform.
- 11.14 **"Ensemble"** is a Part that is substantially similar to other Parts. An Ensemble Part may include a moment/s where the Artist is required to sing or speak solo. Cumulatively not more than 20 bars sung or 20 words spoken. Note that this is distinct from the use of the word as in "ensemble theatre".

- 11.15** “**Entertainment Industry Safety Guidelines**” means the Safety Guidelines negotiated (and amended from time to time) for the entertainment industry between the LPA and the MEAA.
- 11.16** “**Family and Domestic Violence**” is defined as violent or threatening or other abusive behaviour by an Employee’s close relative that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.
- 11.17** “**Featured Ensemble**” is a Part that is similar to other Parts, where during certain moments, the artist is required to undertake solo/s requiring special rehearsal or skills which could not necessarily be undertaken by any Ensemble performer. It may incorporate part of a song, a short solo dance or a few lines of speech. The Featured Ensemble performer is a member of the Ensemble, and their Part is substantially smaller than a Supporting Role. They are not considered to be a Principal role.
The Featured Ensemble would be recognised universally as having a featured moment/s in the production, where they would speak or sing solo, but are required to spend significantly less time commanding the stage than that of a “Supporting Role”, but more so than that of an “Ensemble” part. The Employee playing a “Featured Ensemble” part will spend more time onstage as an unidentified member of the ensemble or chorus, than they will commanding the stage as their featured character. A “Featured Ensemble” part includes a situation where an Employee performs such a role as part of a featured duo, trio, quartet, quintet or sextet.
- 11.18** “**FWC**” means the Fair Work Commission.
- 11.19** “**Immediate family**” means:
- 11.19.1** a spouse, or former spouse, **de facto partner** or former de facto partner child, parent, grandparent, grandchild or sibling of the Employee; or
- 11.19.2** a child, parent, grandparent, grandchild or sibling of a spouse or **de facto partner** of the Employee.
- 11.19.3** “**De facto partner**” means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)
- 11.20** “**Juvenile**” means any person under 16 years of age.
- 11.21** “**Lay off**” time shall mean the time in which a production is moved from one venue to another.
- 11.22** “**Leading**” is a substantial Role which – in terms of quantity – is essential to the narrative of the drama. There would not normally be more than 2 or 3 Leading Roles in any one Production.
The “Leading role” classification is the highest possible classification of a role, and is generally required to spend significantly more time commanding the stage performing than those playing other minor roles. They would be recognised universally as the leading players in the production, carrying the plot and contributing most to the advancement of the story. In the context of a universally-recognised, first-rate awards ceremony, the actor playing a

"Leading role" would be generally recognised in a "Leading or Best Actor/Actress" category rather than that of a "Featured or Supporting Role" category.

- 11.23 "Local show"** means a show specified as such by the Employer where the production is scheduled to take place in one location only and where the Employer shall engage for such production only Employees who reside in that local area.
- 11.24 "LPA"** means Live Performance Australia.
- 11.25 "MEDIA SUPER"** means the industry superannuation fund for people working in the media, entertainment, arts and IT industries, established by the Joint Entertainment Superannuation Trust Deed, which complies with Australian Government's operational standards for Industry Superannuation Funds.
- 11.26 "Minimum Rate" or "Minimum Weekly Rate"** means the applicable rates of pay set out in Schedule 1.
- 11.27 "Onstage Swing"** is an Employee who normally appears costumed on stage before an audience during the performance and who is engaged principally to cover multiple "Ensemble" Parts in a production. The onstage swing has a usual plot, (provided that such plot may be deleted from the performance without any additional burden being imposed upon other performers in the performance and without any occupational, health and safety issues arising) and can appear in any number of scenes on a regular basis however their primary task is to understudy and play such other roles or plots as may be required to cover for sickness, illness, injury or other cast covering for other roles.
- 11.28 "Overtime Rate"** for the purposes of the Overtime Clause and Number of Performances Clause shall be based on the Performer's Negotiated Weekly Rate of Pay or the Negotiated Casual Rate of Pay provided that, for the purposes of this definition, where the Performer's Negotiated Weekly Rate of Pay or Negotiated Casual Rate of Pay is in excess of 133.33% of the applicable Minimum Rate then the Performer's Negotiated Weekly Rate of Pay or Negotiated Casual Rate of Pay will, for the purposes of calculating the relevant entitlements be deemed to be 133.33% of the Minimum Rate (for avoidance of doubt 133.33% means the Minimum Rate plus an additional 33.33%).
- 11.29 "Part"** means the duties undertaken by a Performer who is not a Cover. This can comprise one or more named characters, a track of small chorus appearances or some combination of these.
- 11.30 "Performance Rate"** means the applicable rate from the date of the first paid, public performance and for all performances during the engagement.
- 11.31 "Place of Residence"** means the place where an Employee ordinarily resides as a permanent base. An Employer may request an Employee to state their place of residence at the time of audition or engagement provided that where the Employee's place of residence is situated within a radius of 110 kilometres of a capital city then the Employee's place of residence will be deemed to be that capital city.

- NB: Nothing in this clause is intended to alter the custom and practice at the time of entering into this agreement concerning the circumstances in which and the places where a performer will be afforded the entitlements under 'Part 8 Transfers, travelling and working away from usual place of work' of this agreement where that performer travels away from their capital city where the principle place of residence is located.
- 11.32 "Pantomime"** means a production with an appeal primarily for children presented during the school holiday period and shall include, in addition to the nursery stories and fairy tales hitherto presented as pantomime, such productions as "Peter Pan", "Alice in Wonderland", "The Wizard of Oz", "Snow White and the Seven Dwarfs" and the like.
- 11.33 "Performance"** means a performance given by Employees in person before a paying audience.
- 11.34 "Performer"** is an Employee who takes part in a theatrical performance and includes an actor, singer, dancer, understudy/swing performer, standby performer, variety Performer, puppeteer, compere, comedian, or any other type of performer.
- 11.35 "Performer - Tier 1"** is an employee who is contracted to perform in a theatrical production(s), pantomime, regional tour or school tour of a production in a venue(s) with capacity of 1200 seats or more.
- 11.36 "Performer - Tier 2"** is an employee who is contracted to perform in a theatrical production(s), pantomime, regional tour or school tour of a production in a venue(s) with a capacity of 1199 seats or less.
- 11.37 "Performer – Juvenile"** is an employee who is 15 years of age or less.
- 11.38 "Performer – Casual"** is an employee engaged by the hour and is not entitled to paid leave provisions as set out in this Agreement or pursuant to the NES.
- 11.39 "Rehearsal Rate"** Means the applicable rate for rehearsal periods prior to a season of performances to a public, paid audience; and for workshops & bootcamps where readings/showings can be performed to an invite-only audience where the producer derives no income from ticket sales; or during transfer periods where Layoff is not applicable.
- 11.40 "Role"** is a Part that is substantially different from other Parts.
- 11.41 "Run of play" or "Run of plays"** means the period which in any city or cities, town or towns or states of Australia and New Zealand for which the Employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production or productions. The engagement commences on the first day of the Employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the Employee's services have been contracted in writing. It shall include a return season or seasons in a place in which a season has already taken place if the Employee's engagement is still continuing at the date of commencement of such return season.

- 11.42 "Serious Misconduct"** Nothing in this Agreement shall affect any legal right of the Employer to dismiss without notice any Employee, whether on tour or away from the place of employment or not, for malingering, neglect of duty or misconduct; and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal.
- 11.43 "Suitable Accommodation Guidelines"** means the guidelines provided in the Travelling Clause of this Agreement.
- 11.44 "Supporting"** is a Role which is neither Leading nor Featured Ensemble. The "Supporting" classification is the second highest possible classification of a role, and is considered to be a principal role, but is required to spend significantly less time commanding the stage than that of a "Leading Role". They would be recognised universally as a supporting character/s in the production and are not considered to be primarily a part of the ensemble/chorus. In the context of a universally-recognised, first-rate awards ceremony, the actor playing a "Supporting role" would be generally recognised in a "Supporting or Featured Actor/Actress" category rather than that of a "Leading or Best Actor/Actress" category.
- 11.45 "Swing"** is an Employee who is engaged to cover multiple "Ensemble" Parts in a production and who does not normally appear costumed on stage before an audience during the performance. Agreement may be reached between the Employee and the Employer that the Employee can normally appear costumed on stage during the performance for up to three musical numbers. Such appearances shall not exceed fifteen minutes duration within a performance except in exceptional circumstances. The Swing Performer will not receive the "Ensemble" per performance allowance to normally perform in these numbers.
- 11.46 "Time and a half" and "Double time"** used in relation to pay respectively mean at the rate of one and a half and twice the appropriate rate of pay of the Employee in question calculated pro rata for the time for which the payment is to be made.
- 11.47 "Total Negotiated Rate" or "Total Negotiated Weekly Wage"** means:
- 11.47.1** For a weekly employee the figure set out in the employee's Standard Contract and includes the minimum rate and any applicable loadings such as but not limited to any personal margin, production loadings and weekly understudy loadings.
- 11.47.2** For a casual employee the fee payable to the employee either per performance or per hour and includes the minimum rate and any applicable loadings such as but not limited to any personal margin, production loadings and understudy loadings.
- 11.48 "Track/Plot"** Interchangeable. The duties that are required to be undertaken for the duration of the performance, both onstage and offstage.
- 11.49 "Upper salary limit"** shall be set out in the Minimum Rates Schedule to the Agreement.
- 11.50** A reference to a gender includes all genders.

12. LOCALITY

This Agreement shall apply in each and every State and Territory in Australia.

13. LIMITED COVERAGE OF AGREEMENT

- 13.1 The only parts of this Agreement which shall apply to any Employee whose Negotiated Weekly Rate of Pay exceeds the upper salary limit figure hereinafter referred to and who does not come under the provisions of this clause shall be:

The Limited Coverage of Agreement Clause
The Annual Leave Clause
The Annual Leave Loading Clause
The Superannuation Clause
Definitions clause

- 13.2 The only parts of this Agreement which shall apply to any Employee whose Negotiated Weekly Rate of Pay exceeds the "upper salary limit figure" hereinafter referred to and who was not at the time of engagement resident in Australia nor an Australian citizen shall be:

The Limited Coverage of Agreement
Air travel of the Travelling Clause
Definitions clause

PART 2 - AGREEMENT FLEXIBILITY

14. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 14.1 Notwithstanding any other provision of this enterprise agreement, the employer and an individual employee may agree to vary the application of certain terms of this enterprise agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- 14.1.1 When leave loading is payable.

- 14.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

- 14.3 The agreement between the employer and the individual employee must:

- 14.3.1 Be confined to a variation in the application of one or more of the terms listed in this clause ; and

- 14.3.2 Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 14.4 The agreement between the employer and the individual employee must also:

- 14.4.1 Be in writing *in a form agreed between the employer and the union*, name the parties to the agreement and be signed by the employer and

- the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- 14.4.2** State each term of this enterprise agreement that the employer and the individual employee have agreed to vary;
- 14.4.3** Detail how the application of each term has been varied by agreement between the employer and the individual employee;
- 14.4.4** Detail the monetary value of each term that has been varied by agreement between the employer and the individual employee;
- 14.4.5** Detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- 14.4.6** State the date the agreement commences to operate.
- 14.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 14.6** Except as provided in clause 14.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 14.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 14.8** The agreement may be terminated:
- 14.8.1** By the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 14.8.2** At any time, by written agreement between the employer and the individual employee.
- 14.9** The right to make an agreement 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 enterprise agreement.
- 14.10** Any such agreement may not be made a requirement by an employer of any prospective employee gaining employment.
- 15. FLEXIBLE WORKING ARRANGEMENTS**
- 15.1** An Employee who has completed at least 12 months continuous service may request a change in their working arrangements from the MCG if they require flexibility because they:
- (a) Are the parent, or have responsibility for the care of a child who is of school age or younger; or
- (b) Are a carer (within the meaning of the Carer Recognition Act 2010); or

- (c) Grounds of disability; or
- (d) Are 55 years or older; or
- (e) Are experiencing violence from a member of their family; or
- (f) Provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family.

15.2 Casual Employees are entitled to make a request if:

- (a) They have been employed by MCG on a regular and systematic basis for a sequence of periods of employment of at least 12 months immediately before making the request; and
- (b) There is a reasonable expectation of continuing employment by MCG on a regular and systematic basis.

15.3 A request for flexible working arrangements must be in writing and set out details of the change sought and the reasons for the change.

15.4 MCG will respond in writing to the request within 21 days and will only refuse on reasonable business grounds.

15.5 Where the request is refused, the response will include reasons for the refusal.

15.6 MCG also agrees to meet with the Employee if requested.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

16. TERMS OF ENGAGEMENT

16.1 A performer may be:

16.1.1 Engaged weekly for the run of the play or plays; or

16.1.2 Engaged weekly for the run of play or run of plays (with a possible extension); or

16.1.3 Engaged weekly for a particular period; or

16.1.4 Engaged on an ongoing weekly basis; or

16.1.5 Engaged Casually.

16.2 Employer Notice Period – Ongoing Weekly

In the case of Employees not specifically engaged for a run of the play or a particular period, and not paid the rates for those casually engaged, the employment shall only be terminated on either side by two weeks' notice or such longer period as may be required pursuant to the Act or by payment in lieu of notice. Such notice shall be written and delivered by email. Such notice may be given at any time during the week and the Employee shall only be entitled to payment pro rata for the time up to the expiration of the notice.

16.3 Employer Notice Period- Run of Play

In the case of a specific engagement for a run of play or run of plays the Employer shall give the Employee not less than 3 weeks' notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied 5 weeks or less at the time of the giving of the notice when the period of the notice shall be not less than 2 weeks provided where the Act requires a longer period of notice such period shall apply.

16.4 Law of Contract

In the case of specific engagement for a run of the play or for a particular period the ordinary rules of law relating to contracts shall apply and shall be binding on both Employer and Employee.

16.5 Run of the Play/Plays

At the time of offer, the Employer shall inform the Employee which Run of Play/Plays option the Employee will be engaged under – [either Run of Play/Plays OR Run of Play/Plays (with possible extension)].

16.6 Employer/Employee Notice Period - Run of Play

Provided that in the cases of Sub clauses 16.3 and 16.4 above, the Employee has been employed by the Employer for a consecutive period of 14 months from the date of the Employee's opening performances, then the engagement may be terminated by either party giving 4 weeks notice of such termination in writing to the other party or such longer period as may be required by the Act. Such notice shall not be given so as to take effect while the company in which the Employee is performing is in New Zealand, Tasmania, Perth, or Newcastle or is in direct transit between any such places.

16.7 Employer/ Employee Notice Period -Run of Play (with possible extension)

In the case where the performer is engaged for the Run of Play (with possible extension), the Employer agrees to grant the opportunity to the Performer to continue with or terminate their engagement (Option Date) at specified times during the Run of Play. These times will be determined at the time of offer and will be provided for at least once in each calendar year until the end of the Run of Play.

16.8 The first Option Date ('Initial Option Date') opportunity will occur within the first 14 months from the first public performance.

16.9 The Employer will notify the Performer if the Run of Play will be extended after the Option Date for the Extension Period; (and in each such notice will also advise the Performer of the precise end date of the first or next Extension Period, as applicable).

16.10 Upon notification, the Performer shall then be notified of the 'Extension Decision Date'.

16.11 No later than the Extension Decision Date, the Employee will confirm in writing their commitment to either:

16.11.1 extend their Run of Play commitment for the first or next Extension Period, as applicable, and sign a contractual amendment within 7 days; or

16.11.2 terminate their Contract on the Option Date or at the end of the current Extension Period, as applicable.

For the avoidance of doubt, nothing in this clause shall affect the operation of clause 16.3 of the Agreement or the other termination provisions contained in the Agreement.

16.12 The Extension Decision Date will not be set more than 6 months prior to the option Date.

16.13 In the event that the Performer has a pressing domestic need to leave the Production, the Employer agrees to assess each request reasonably and on a case-by-case basis and, if approved, work with the Performer to mutually agree a departure date which does not unreasonably impact the Production.

16.14 Payment for Failure to Present or Produce

If the Employer shall fail to produce or present the production for which the Employee is definitely engaged or if the run of the play for which the Employee is definitely engaged is less than 4 weeks, the Employer shall pay to the Employee in satisfaction of all claims (excepting claims in relation to any money due to the Employee for travel and rehearsal) a sum of money not less than 4 weeks wages at the Employee's total negotiated rate of pay unless the engagement of the Employee was originally for a lesser period than 4 weeks in which case the Employer shall pay to the Employee in satisfaction of all claims (excepting claims in relation to any money due for travel and rehearsal) a sum of money equivalent to the wages for that period of engagement.

16.15 Contract of Engagement

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- 16.15.1** An Employee may only be engaged for a run of the play or the particular period if such engagement is confirmed in writing.
- 16.15.2** In the case of an Employee engaged for a single play and/or production and receiving a salary below the upper salary limit as defined the engagement shall be in the form of the standard contract as specified in Schedule 5 of this Agreement.
- 16.15.3** Where a contract is issued with terms and special conditions inconsistent with the standard contract form prescribed by this Agreement, such terms and special conditions shall be void to the extent of the inconsistency and shall be deemed to be in the form prescribed.
- 16.16** At the conclusion of the run of the play or the particular period for which the Employee was engaged they shall be returned to their place of residence and in the absence of any agreement to the contrary the employment shall then be deemed to be at an end. Should the Employee leave the Employer's employ during the course of a run of the play or particular period for which they have been specifically engaged except as provided in sub clauses 16.4 or 16.5 above such Employee shall be responsible for their own return fare unless such leaving be justified by and be directly attributable to a breach by the Employer of this Agreement or of the contract signed between the Employer and the Employee with respect to the employment, in which case the fare shall be paid by the Employer.
- 16.17** If any work is done by an Employee for the Employer after the time of the expiration of the notice period under sub clauses 16.2, 16.3 or 16.4 above, or after the expiration of a particular period in accordance with sub clause 16.4 above as the case may be, otherwise than in pursuance of a separate weekly or run of the play engagement or an engagement for a particular period, it shall be paid for on a casual rates or at 1/6 of their negotiated rate.e (per performance) plus the applicable casual loading, whichever is the greater.
- 16.18** Employees who become entitled to be treated as being engaged by the week shall perform such work as is agreed upon in writing or, in the event that no such agreement has been entered into, such work as the Employer shall from time to time require on the days and during the hours usually worked by the class of Employees affected.
- 16.19 Lay-off**
The Employer guarantees to the Employee not less than 23 weeks of continuous employment at the Employee's negotiated rate in each period of employment of 26 weeks (pro rata for any period of less than 26 weeks), and the Employer shall have the right to lay off the Employee at the applicable Total Negotiated Weekly Rate set out in the Employees Standard Contract for not more than three weeks during such period of 26 weeks (pro rata for any period of less than 26 weeks).
- 16.19.1** Lay-off time allowable under this clause may be accumulated to a total of three weeks.
- 16.19.2** The Employee may be called upon to attend rehearsal and/or publicity calls during the last two days of any period of lay off.

16.19.3 Lay-off time allowable under this clause shall only be applied on movement of a production from one theatre to another excepting by mutual agreement between the Employer and the Employee.

16.20 Broken Weeks and Transfer Weeks

Payments made in a broken week or where a production is transferred from one location to another and where lay-off time is not applicable (transfer weeks), shall be on the following basis:

16.20.1 Broken weeks (as defined in the Definitions Clause of this Agreement).

- (i) Rehearsal days at the beginning of the engagements: -
1/6th of rehearsal rate
- (ii) Performance Days at the end of the engagement: -
1/6th of performance rate

16.20.2 Split Weeks

In the week of the first public performance in each city where there is a combination of performance and non-performance days during that week (and lay off is not applicable) payment will be made on the basis of one sixth of the Total Negotiated Weekly Rehearsal Rate for non-performing days and one sixth of the Total Negotiated Weekly Performance Rate for performance day worked.

16.21 Serious Misconduct

Nothing in this Agreement shall affect any legal right of the Employer to dismiss without notice any Employee, whether on tour or away from the place of employment or not, for malingering, neglect of duty or misconduct; and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal. In the event of any such Employee being away from their place of engagement the Employer shall pay the fare of the Employee back to the Employee's place of residence and the Employer shall ensure that the Employee is provided with transport back to the place of their residence as expeditiously as possible.

16.22 Stand Down

Notwithstanding anything elsewhere contained in this Agreement, an Employer may 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 or interference beyond the control of the Employer but subject to the following conditions:

16.22.1 Where the Employer proposes to exercise the right given hereunder, it shall notify the Employee and where the employee requests it, advise the Media Entertainment and Arts Alliance accordingly. During the period such notification remains in force, the Employee shall be deemed to be stood down for the purpose of this sub clause.

- 16.22.2** An Employee who is stood down as aforesaid shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.
- 16.22.3** An Employer, if requested by an Employee stood down or about to be stood down under this sub clause shall on the day of the stand down or as soon as practicable pay the Employee:
- (i) All monies excluding annual leave due and payable to the Employee under their contract of employment as at the date on which the Employee is stood down.
 - (ii) Any payments which would be made to the Employee under the Annual leave clause of this Agreement, as if the employment of the Employee was terminated on the date he/she was stood down provided that such payments shall if the Employer so determines or the Employee so requests be limited to a period of annual leave which is the same length as the period for which the Employee is stood down.
- 16.22.4** An Employee who is stood down shall be entitled to take other employment (during the stand down period). On obtaining other employment the Employee shall advise the Employer immediately of their commitment. Any dispute with regard to the employee taking other employment will be settled through the Dispute Settling clause.
- 16.22.5** Notwithstanding anything hereinbefore contained, an Employer will not deduct payment for any day prescribed by the Agreement as a public holiday which occurs during the period of stand down of an Employee except to the extent that such Employee becomes entitled to payment for the holiday in other employment. An Employee claiming payment for a public holiday under this paragraph shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received herein.
- 16.23 Nudity**
If an Employee shall be required to appear nude or semi-nude such requirement shall be specified in the contract of engagement or in the case of Employees not specifically engaged for a run of the play or a particular period, specified at the time of engagement. A semi-nude condition is where an Employee is required to appear nude except for the wearing of g-strings, pastiches, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.
- 16.24 Smoking**
Where the Employer is aware the production may include "smoking" and if an Employee shall be required to smoke, such requirement shall be specified in the contract of engagement or in the case of Employees not specifically engaged for a run of the play or particular period, specified at the time of engagement. In the event the Employer is not aware of a "smoking requirement" upon engaging the Employee, or where the Employer wishes to introduce "smoking" into the production, after engaging the Employee, any introduction of smoking into the production shall be on the basis of "mutual consent" between the parties.

16.25 Notice for Recasting During Rehearsal Period

Should the Employer deem it necessary or desirable that the Employee should not play the part for which he/she was engaged the Employer may during the rehearsal period or within two weeks from the date on which the Employee has first played the said part and notwithstanding anything hereinafter contained either give the Employee notice in writing terminating their engagement and replace the Employee in that part within three weeks from the date on which the said notice is given, or where possible, employ him/her in an alternative role. If the Employer does not give notice in accordance with the provisions of this sub clause, the Employer shall not preclude the Employee from playing the said part except as hereinafter provided.

16.26 Live Performance

Engagement under the terms of this Agreement is for live performance. Except as provided in the Special Attendance Publicity clause and the Recording Clause of this Agreement, recording of a live rehearsal or performance by any means whatsoever is expressly prohibited unless agreement is reached between the Employer, Employee and where an Employee requests it the MEAA.

17. SUB-CONTRACTS

All Performers working under this Agreement, whether as an Employee, Sole Trader or through a Company structure are covered by the applicable terms and conditions of this Agreement and the minimum rates of pay and allowances established under this Agreement

18. AUDITIONS

18.1 The engagement shall not be deemed to have commenced until after an audition if such is desired by the Employer and an Employee shall not be entitled to any payment until he/she is they are definitely engaged except as prescribed herein and for any rehearsals as prescribed in this Agreement.

18.2 Auditions shall not be made in public and shall not be paid for unless the number thereof requested by the Employer exceeds three audition days in any period of 28 days in which case there shall be paid for each audition in excess of three audition days in any period of 28 days the Category 2 casual rate as prescribed as set out in Schedule 1 of this Agreement.

18.3 The Audition Guidelines set out in Schedule 2 form part of this Agreement.

PART 5 - EQUITY & DIVERSITY AND THE PREVENTION OF WORKPLACE DISCRIMINATION, HARASSMENT, SEXUAL HARASSMENT AND BULLYING**19. ANTI - DISCRIMINATION**

19.1 MCG, MEAA and performers recognise that all workers have the legal right not to be discriminated against, harassed, sexually harassed, or bullied in the workplace.

19.2 MCG, MEAA and performers agree that workplaces should be non-threatening, respectful, safe, and free from all forms of harassment.

19.3 MCG, MEAA and performers are committed to seeking to eliminate inappropriate behaviour at all our workplace venues. Inappropriate workplace behaviour includes discrimination through harassment, victimization, vilification, or bullying.

19.4 MCG and MEAA recognise the need for expanding the participation of First Nations performers, women, and performers from diverse backgrounds. Towards that end Employer shall utilize a flexible, imaginative casting policy in casting roles. Towards that end the Employer shall utilise a flexible, imaginative casting policy in casting roles where race, ethnicity, sexual orientation, gender or the presence or absence of a disability is not germane.

20. ELIMINATION OF INAPPROPRIATE BEHAVIOUR

20.1 The following kinds of inappropriate behaviour are defined and unacceptable in MCG workplaces:

20.1.1 Discrimination occurs where a person treats someone less favorably on the basis of any of the following grounds: sex; race; colour; ethnic origin; religious belief; union association, marital status; pregnancy or potential pregnancy; disability; family or carers' responsibilities; age; sexual preference or orientation; or transgender identity.

20.1.2 Harassment is discriminatory behaviour that offends; intimidates; humiliates or targets another person and that person does not want that behaviour.

20.1.3 Sexual Harassment is an unwelcome sexual advance, unwelcome request for sexual favours or other unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated, where a reasonable person would anticipate that reaction in the circumstances.

20.1.4 Victimization occurs when a person is threatened or harmed for discriminatory reasons.

20.1.5 Vilification occurs through a public act that could incite or encourage hatred towards, or serious contempt, or severe ridicule of a person or a group for discriminatory reasons.

20.1.6 Bullying occurs where repeated, unreasonable behaviour is directed towards a worker or a group of workers, that creates a risk to health and safety.

21. COMPLAINTS HANDLING

21.1 Complaints will be dealt with through the grievance procedure and or dispute resolution procedure in the agreement.

PART 6 - WAGES AND RELATED MATTERS

22. CLASSIFICATIONS AND WAGES

22.1 Role Categorization

All Parts on the production will be categorized as one of the following (as defined in the definition clause); "Leading", "Supporting", "Featured Ensemble", "Ensemble".

22.2 Annual Minimum Rates Increases

The rates as set out in Schedule 1 of the reflect the following Annual rates increases.

- 1 July 2021 - 1.5%
- 1 July 2022 - 2%
- 1 July 2023 - 2%

22.3 Full-Time Employees

22.4 Minimum Weekly Performance Rates

22.4.1 Performer - Tier 1

The Minimum Rates are set out in Schedule 1 of this Agreement.

In the event a performer is contracted to perform in multiple locations with venues with a capacity both above and below 1200 seats, the performer shall be contracted as a Tier 1 Performer and the those minimum rates shall apply throughout the entire engagement.

22.4.2 Performer Tier 2

The Minimum Rates are set out in Schedule 1 of this Agreement.

The Performer – Tier 2 minimum rates apply to performers who are who is contracted to perform in a venue(s) with a capacity of 1199 seats or less.

22.5 Minimum Weekly Rehearsal Rates

22.5.1 Performer Tier 1 & Tier 2

The Minimum Rates for both Tier 1 and Tier 2 Performers are identical and are set out in Schedule 1 of this Agreement.

22.6 Casual Employees

22.7 Performer – Casual

The Minimum Rates are set out in Schedule 1 of this Agreement

22.7.1 Category 1:

Category 1 casual rates are applicable to all performers who are required to undertake non-whole time performance work (usually prior to the commencement date) such as, but not limited to publicity performances.

22.7.2 Category 2:

Category 2 casual rates are applicable to all performers who undertake non-performance duties (usually occurring prior to the commencement date) such as, but not limited to: wardrobe/wig/shoe fittings; non-performance publicity/media (ie: interviews); rehearsals that occur before the commencement date and additional pre-commencement date lessons. These rates are also applicable to Performers who are engaged as an Audition Reader.

*Should a single call include both Category 1 and Category 2 activities, the higher minimum will apply to the entire call. (ie: where a wardrobe fitting and a publicity performance takes place in the same call).

22.8 **Juveniles**

Minimum Rates for Juveniles are set out in Schedule 1 of this Agreement.

22.8.1 Juveniles 14 years and under are paid at 45% of the applicable Adult rates.

22.8.2 Juveniles 15 years and under are paid at 55% of the applicable Adult rates.

22.8.3 When Juveniles are required to tour they will be paid the applicable adult rate.

22.8.4 The conditions for the employment of juvenile performers set out in The Code of Practice for Children's Employment and incorporated in Schedule 3 shall apply to all engagements of juvenile performers under this Agreement.

22.9 **Casuals****22.9.1** Cancellation

If an engagement which has been made is cancelled by the Employer at a time which is less than ten days prior to the date of the performance, for which the Employee was engaged, the Employee shall receive payment in full. If an open air performance is postponed because of rain the Employee shall receive half the fee if such an Employee is re-engaged for subsequent presentation not later than three weeks after the date of the postponement, otherwise the Employee shall receive full payment.

22.9.2 Performance

Casual Employees, shall for each whole time performance be paid one-sixth of the applicable minimum weekly rate plus the casual loading of 25%. The maximum length of such performance shall be three hours (exclusive of any making up or taking off).

22.9.3 Rehearsals

Employees engaged casually for rehearsals shall be paid at the Category 2 casual rate as set out in Schedule 1.

22.9.4 Deleted

22.9.5 Applicable casual loading

The applicable casual loading shall be 25%.

23. PAY RATES AND WORK-RELATED ALLOWANCES

Minimum Wages and Salaries

23.1 Minimum rates and salaries are specified in Schedule 1 for the duration of this Agreement.

23.2 Regional Tours

For the purposes of this clause "Regional Tours" means a tour of regional Australia including Canberra and those venues more than 32 kilometres from the CBD of a Capital City.

This provision will not apply to those regional tours which have received funding from Playing Australia nor to school tours.

23.3 Deleted

23.4 Deleted

23.5 Deleted

23.6 Cover Loadings

23.6.1 Weekly Cover Loading

An Employee that is required by the Employer to cover either a Leading, Supporting or Featured Ensemble Track shall be paid an additional amount weekly for each Track not less than as set out in Schedule 1.

Where an Employee is engaged to cover a Track which comprises of a number of Parts, the Employee shall receive one weekly loading for covering all or a section of that Track - that being the highest loading applicable.

23.6.2 Per Performance Cover Loading

If an Employee is required by the Employer to perform a Track in which they are covering the Employee shall be paid an additional amount per performance not less than as set out in Schedule 1.

Where an Employee is engaged to cover a Track which comprises of a number of Parts, the Employee shall receive one per performance loading for covering all or a section of that Track - that being the highest loading applicable.

23.6.3 For the purposes of the previous sub clauses "Track" is the duties for which an Employee is principally engaged. The principal engagement does not include roles for which the Employee may be engaged to cover. The track for which the Performer is engaged may comprise one or more Leading, Supporting, Featured Ensemble and Ensemble roles.

The additional payments prescribed in Schedule 1 shall not apply in the case of ongoing ensemble companies where the performers are engaged on fixed term contracts to perform in a number of different productions.

23.6.4 Deleted.

23.7 Swing Loadings

Onstage and offstage swing performers will be entitled to a weekly Swing Loading separate to any Cover Loading set out above. For the avoidance of doubt, swing performers do not receive a weekly Cover Loading for covering/performing ensemble roles.

23.8 Extra duties allowances

23.8.1 An Employee who as part of their duties is required by the Employer to act as an assistant stage manager shall be paid, in addition to their applicable total negotiated weekly rate, the amount specified in Schedule 1.

23.8.2 A member of the company of performers who acts as a Captain shall be paid not less than the applicable amount specified in Schedule 1, in addition to their total negotiated weekly rate.

23.8.3 An Employee who is required to perform work as driver or a person in charge whilst on tour shall be paid not less than the applicable amount specified in Schedule 1 in addition to their total negotiated weekly rate.

23.9 Wardrobe Allowances

23.9.1 Where the Employer does not provide a Performer with costumes for wearing during performances and such costume is supplied by the Performer the Employer shall pay the Performer a sum of not less than the applicable amount specified in Schedule 1 for each suit, frock or costume or other article supplied by that Performer with a minimum payment as specified in Schedule 1 plus an additional amount as specified in Schedule 1 for each pair of shoes provided by the Performer.

23.9.2 The Employer shall provide skating boots and skates, socks and skate bootlaces for the use of Performers whose work includes ice skating performances. Should the Employer not provide skating boots and skates he/she shall pay the Performer lieu of skates, of socks and laces an amount as specified in Schedule 1. Provided that this provision shall not apply to performances by specialty skating Performers.

24. PAYMENT OF WAGES

24.1 Wages shall be paid to an employee without any deduction (other than advances on account of wages, fines, tax or other deductions which the employer is bound by law to deduct) by electronic transfer not later than 10.00 p.m. on the Wednesday of each week for work during the preceding week Monday to Sunday.

- 24.2** All wages will be accompanied by details clearly outlining all allowances, penalty payments and tax deductions.
- 24.3** Wages shall not be paid to any person other than the Employee entitled to such wages or a person authorised by the Employee in writing to collect wages on their behalf.
- 24.4** All monies shall be paid by electronic funds transfer unless the Employee agrees, in writing, to some alternative.
- 24.5** Deleted.

25. COSTUMES, MAKE-UP AND SHOES

- 25.1** Employees shall provide their own standard facial make-up. When the Employer requires the Employee to use special make-up including body make-up and/or special effects facial make-up the Employer shall provide such make-up.
- 25.2** The Employer shall provide all specific costumes and footwear, stockings and fleshings, wigs and appurtenances required by the Employer to be used in performance or rehearsal and they shall have been newly laundered and/or cleaned when so provided and shall be maintained in a clean and hygienic condition by the Employer. (For the avoidance of doubt, "costumes" are those items to be worn, or rehearsal substitutes, for those to be worn in a performance. They do not include personal rehearsal clothing or rehearsal shoes.)
- 25.2.1** An Employee required to dance shall be provided by the Employer with new shoes and dance supports suitable to the physical requirements of the Employee for performances.
- 25.2.2** An employee required to dance will be provided with new shoes suitable to the physical requirements of the Employee as soon as possible after the commencement of the engagement to ensure such shoes have been "worn in" before the first public performance.
- 25.2.3** An employee may request new or additional shoes, and/or dance supports, at any time during their employment if they deem it necessary to meet the requirements of the job. Such requests will not be unreasonably refused, and the Company agrees to respond to these requests within 14 days.
- 25.3** All costume and dance supports laundry made necessary by the work of the Employee for the Employer shall be done at the Employer's expense.
- 25.4** The Employee shall not remove from the theatre costumes or other articles provided by the Employer.

26. SPECIAL ATTENDANCE – PUBLICITY, WARDROBE & SOCIAL MEDIA

26.1 Other than Electronic Media

Prior to the commencement of employment

26.1.1 If prior to commencement of a period of employment, the Employee is required by the Employer for the purposes of wardrobe, still photography or any other matter connected with the Employer's business (except electronic appearances and/or interviews) to attend:

- (a) the place of employment; or
- (b) a still photographic studio; or
- (c) in another location agreed between the employer and employee;

the provisions of the following sub clauses shall apply.

26.1.2 The Employer shall pay the Employee:

- (a) for the time of such attendance, including travel time, pro rata at the applicable casual rate prescribed with a minimum payment for two hours set out in Schedule 1; and
- (b) the cost of direct travel to any designated venue or location.
- (c) Such travel shall commence at the theatre or other place of employment or at a central point in the particular city designated by the Employer.

26.1.3 Such attendance shall be within the ordinary hours of work prescribed in the hours of work clause of this Agreement.

Subsequent to the commencement of employment

26.1.4 If subsequent to the commencement of employment the Employee is required for the purposes of wardrobe, still photography or any other matter connected with the Employer's business such attendance shall, subject to the provisions of the hours of work clause of this Agreement, be without additional payment.

26.1.5 The Employer shall use their best endeavours to ensure that still photographs of the Employee taken in accordance with the provisions of this clause shall not be published for any purpose other than publicity for, or advertisement of, the play or live entertainment. Where an Employee's image is used for sale of a commercial item the Employee will receive a \$500 payment per item, except that the use of photos in programs, brochures and books may continue to be used without any additional payment, regardless of whether that item is sold. Images from the show shall not be used by the Employee anywhere, without the express written consent of the Employer provided that it is understood, in accordance with industry custom and practice, that an employee may, with the consent of the Employer, use such material for the purposes of the Employee's show reel or portfolio and the Employer will not unreasonably withhold consent for such use.

26.2 Electronic Media

26.2.1 MCG may make recordings at performances, dress rehearsals, and rehearsals, at the artist's normal place of work, for the express purpose of promoting, publicising and advertising the production, including prior or

subsequent productions of the same production, in Australia or worldwide, and the Michael Cassel Group. Such recordings may include performance footage, rehearsal time, interviews, commentary, or any other activity that can be used to publicize the production. Should MCG wish to film in dressing rooms or other private areas, MCG shall seek the consent of the performer prior to such filming.

26.2.2 MEAA and Employee consent to the recording and use of the recording provided that any sums due under this Agreement are paid.

Hours worked by the Employee in connection with such recording form a normal part of working hours. If the recording takes place during a regularly scheduled performance or rehearsal, the recording time will be deemed part of the Employee's working hours and there shall be no additional compensation. If the recording takes place outside a regularly scheduled performance or rehearsal, such hours shall count towards the Employee's weekly hours of work.

26.2.3 MCG may use the product of the recording for any promotional and publicity purpose, subject to the payment schedule in this Agreement.

Promotional and publicity recordings may be used in news, current affairs, documentary, informational and entertainment programs, talk shows, opening night specials, award show promotions, Worldwide TV/Radio/Cinema/Internet Commercial campaigns, and other substantially similar types of promotional and publicity opportunities. The above may be delivered through the following platforms and any substantially similar delivery platforms currently available and as they evolve: broadcast and cable television, websites, (including third-party hosting sites and pages on which tickets are sold), podcasts, wallpaper, video e-blasts, presenter displays to promote tours, mobile marketing, movie trailers, "bonus material" on home video of any format, video billboards, in-flight videos, in-house hotel videos, educational videos, tour bus videos, sales kiosk videos, in-store videos, lobby loops, group sales videos, corporate videos, and press reels.

Broadcast and cable television (including documentaries for broadcast and cable television) up to 15 minutes of captured footage of rehearsals and performances may be used per program at any one time and MCG can change this footage as often as desired, as long as no single episode contains more than 15 minutes of this captured footage. There is no restriction on the use of other captured material (e.g., non-performance activities and interviews) on broadcast and cable television. For all other delivery platforms (e.g., websites, mobile phones, non-broadcast uses and other outlets) up to 15 minutes of captured footage of dress rehearsals and performances may be used at any one time (individual website defined as entire site, not page) and MCG can change footage as often as desired as long as no single distribution point contains more than 15 minutes of this captured footage. Other than dress rehearsal and performances, there is no restriction on the use of captured material in any of these platforms. An entire number or scene may be used for promotional and publicity purposes delivered through the above platforms.

Documentaries solely produced by third parties (i.e. not MCG) continue to be subject to separate negotiations.

26.2.4 Where a segment of material recorded is to be made into an advertisement for the production for the purpose of being transmitted as a paid advertisement, the Employee shall not receive any additional payment. Said advertisement may be transmitted in any manner, pursuant to 25.2.3. Such advertisement may not be used for the promotion of a remounting of the same production. A remounting of the same production does not include situations where a production is required to play a number of seasons during a tour and that break between each season is not more than twelve months in duration.

26.2.5 Each Employee who appears in the utilised footage shall receive a yearly payment of \$750 so long as MCG continues to utilise the footage as per 26.2.1 or 26.2.3.

26.2.6 It is understood that in utilizing materials for promotional purposes, MCG will endeavor to ensure that performers are portrayed in a positive light. To this end, performers will not be filmed performing a scene which is being freshly addressed or which involves improvises/spontaneous material. Further, no nudity or partial nudity of Performers will be included.

26.3 Electronic Media Interviews

26.3.1 An Employee shall give such press, radio, television and other interviews as the Employer shall reasonably require but otherwise shall not give, nor knowingly allow any other person (not authorised by the Employer) to give, any interviews, information or expression of opinion or material for publicity or press purposes either verbal, documentary or in the nature of illustrations to any member to the press, radio or television or to any other person without the written permission of the Employer.

26.3.2 Attendance at such interviews, and reasonable travel time to and from the place of interview if other than the place of employment, shall be counted as time worked.

26.4 Social Media

26.4.1 MCG may request that an employee agree to 'takeover' an MCG social media account for the purpose of publicising a production (e.g Instagram takeover).

26.4.2 The Performer is entitled to decline the request for a 'takeover'.

26.4.3 If the Performer agrees to participate, the Company Manager and Performer will agree on the number of hours necessary to undertake this work, and those hours will be counted as time worked.

26.4.4 The length of the 'takeover' will be mutually agreed to by Company Manager and Performer.

26.4.5 Employees will not be required to use their personal social media account/s to participate in a 'takeover'.

26.4.6 Nothing in this clause prohibits MCG from encouraging employees to repost or share MCG published content from their personal social media account/s.

26.4.7 For the avoidance of doubt, no additional payment will be applicable for employees who repost or share MCG published content on a personal social media account.

26.5 Billing/Credits

26.5.1 The Employee will not be presented in any promotional material within the control of the Employer which can be reasonably described as detrimental to their professional status or reputation.

Should a dispute arise between the Employer and the Employee in this regard the matter shall be dealt with in accordance with the Dispute Settling Clause.

26.5.2 The Employer shall ensure, where it is within their control, that all Employees appearing in a performance are accurately billed and that their names, professional experience and photographs appear in the program.

26.5.3 The Employer shall ensure, where there are three or less Employees in a photo (except where the photo is situated in a program) the Employees shall be credited in such photos.

26.5.4 The Employer shall notify the audience of any changes in the cast for named roles.

26.5.5 In the event of any changes in the cast the Employer shall place a "cast board" noting such changes, in the foyer of the venue on each day of the performance for that day's performance.

26.5.6 Where a new Production is mounted and publicity material is used from a previous production the Employer shall use best endeavours to credit the previous Production.

26.5.7 Where photographic material is reproduced in printed material (other than newspapers), the Employer shall use its best endeavours to credit the Production.

26.5.8 The Performer is at liberty to include any information which is industry-relevant in their biographies, as long as it is not derogatory of the Employer or the production and within the word limit set by the Employer.

27. SUPERANNUATION

27.1 The Employer shall on behalf of the Employee, make superannuation contributions to MEDIA SUPER or the employees' complying superannuation fund. Such superannuation contributions shall be paid as follows:

27.1.1 Where the relevant Federal Government Legislation requires the Employer to make Superannuation Guarantee contributions on behalf of an Employee, the Employer shall make contributions to MEDIA SUPER equivalent to 10% of the Employee's Total Negotiated Rate

27.1.2 Where the relevant Federal Government Legislation does not require the Employer to make a Superannuation Guarantee contribution on behalf of an

Employee, the Employer shall make superannuation contributions to MEDIA SUPER equivalent to 3% of the Employee's Total Negotiated Rate.

- 27.2** The above Sub Clauses shall not apply to Juvenile performers, except where the junior performer is engaged on a contract of twelve weeks or longer, or has been employed in the entertainment industry for a minimum of six professional engagements or a minimum of 30 days.
- 27.3** The subject of superannuation is dealt with extensively by Federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Change Act 1992, the Superannuation Industry (Supervisor) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation as varied from time to time, governs the superannuation rights and obligations of the Parties. At the time of execution of this Agreement the prescribed superannuation guarantee contribution rate made on the employee's behalf, by the Employer is 9.5%.
- 27.4.1** Where a contribution is made as prescribed in sub clause (26.1), the Employer shall forward to the fund administrator of MEDIA SUPER or the employees' superannuation fund the contribution, the name and address of the Employee on whose behalf the contribution is made and the Superannuation Fund number of the Employee, or in the event the Employee is not a member of Just Super or another complying fund a completed Media Super application form.
- 27.4.2** The Superannuation contribution shall in the case of weekly Employees be paid no later than seven days following the end of the last pay period in any month.
- 27.5** Where an Employee is over 70 years of age superannuation contributions will be made to MEDIA SUPER or the Employee's superannuation fund if the fund rules permit. If the superannuation fund rules do not permit these contributions the Employer will make an in lieu payment equivalent to the amount the Employee would have received as Superannuation. Payment will occur in accordance with this clause above.

PART 7 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK, PUBLIC HOLIDAYS

28. HOURS OF WORK AND TIME OFF

28.1 Tier 1 Performers

The ordinary hours of work shall be 40 per week, except in the following circumstances:

- 28.1.1** In the two weeks immediately prior to opening night, or the first public performance, no more than 48 hours per week. The Employer will advise the Employee as soon as practicable after the commencement of rehearsals during which weeks the 48 hours will be worked.

28.2 Tier 2 Performers

The ordinary hours of work shall be 38 per week, except in the following circumstances:

- 28.2.1** during rehearsals no more than 40 hours per week;
- 28.2.2** In the one week immediately prior to opening night, or the first public performance, no more than 48 hours per week. The Employer will advise the Employee as soon as practicable after the commencement of rehearsals during which weeks the 48 hours will be worked.
- 28.3** Tier 1 and Tier 2 Performers shall not work more than 120 hours across any given fortnight, except:
- 28.3.1** During studio rehearsal; technical rehearsal; preview and cast change/recast periods.
- 28.3.2** Or by mutual agreement between Performer and Producer.
- 28.4** Such hours shall be worked on not more than six days in any one week.
- 28.5** Such hours of work shall be worked between the hours of 9.00 a.m. and 12.00 midnight except for publicity and travel calls which can commence from 8.00am. Such hours shall not exceed eight in any one day.
- 28.5.1** The minimum time to be credited to an Employee for each whole time performance or dress rehearsal given shall be two and a half hours (exclusive of making up, dressing and taking off make-up, etc.) from commencement of the performance to the conclusion of the performance.
- 28.5.2** Notwithstanding the provisions of clause 28.5.1, where an Employee works in accordance with clause 30.2.2 provided that no further hours of work are undertaken by the Employee the Employee will be deemed to have worked 38 hours in that week. This clause is not intended to alter the operation of clause 28.
- 28.6** The minimum time to be credited to an Employee for each rehearsal or any extra session such as wardrobe and photo calls, shall be two hours provided that where extra calls are held either immediately before or after a rehearsal or performance call they shall only be counted as time worked.

29. ORGANISATION OF WORK

- 29.1** The provisions of this clause and the proceeding (meals intervals and allowances) clause shall apply except where alternative arrangements are agreed between the Employer, and a majority of the cast involved.
- 29.2** A break of eleven clear hours between completion of one day's work and the commencement of another shall be given to the Employee except that the eleven hour break may be reduced to ten hours once per week:
- (a) for publicity calls and/or
- (b) for travel by air only.
- 29.3** Hours worked shall be:

-
- 29.3.1** the actual hours of work from the beginning of a call, rehearsal or performance to its conclusion with a minimum as prescribed in Clause 28;
- 29.3.2** for performances and dress rehearsals, thirty minutes (unless the Employer requires earlier attendance) prior to a performance or dress rehearsal for dressing or making-up; and
- 29.3.3** fifteen minutes at the conclusion of a performance or dress rehearsal for undressing;
but excluding any unpaid meal breaks under Clause 31.
- 29.4** The maximum ordinary daily hours of work shall be eight after which overtime rates at time and one half for the first two hours and double time thereafter shall be paid.
- 29.5** On a day on which no performance is worked, the hours worked shall be continuous except for breaks prescribed by Clause 31.
- 29.6** Within the ordinary daily hours of work Employees may be required to undertake:
- 29.6.1** vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and
- 29.6.2** classes and/or notes reasonably required to be completed by the Employer.
- 29.7** No rehearsal may be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the cast.
- 29.8** Deleted
- 29.9** Where an Employee has worked two performances on a Saturday immediately followed by two performances on a Sunday, the Employer will ensure one of the following apply, either:
- 29.9.1** No non-performance work may be rostered until after 1pm on the subsequent Tuesday and no performance may be rostered on either the Monday or Tuesday following the Sunday performance. However, notwithstanding this restriction, on four occasions per year non-performance work may be rostered at any time on the subsequent Tuesday, subject to clause 28.5;
- OR
- 29.9.2** No performance may be rostered on the Monday following the Sunday performance and no non-performance or performance work may be rostered until after 5pm on the Tuesday following the Sunday performance.
- However, notwithstanding the restriction in 29.9.2:
- 29.9.3** A performance may be rostered at 5pm or later on the Monday on a maximum of five occasions per year and only during school holidays or on public holidays and as long as it does not result in more than six consecutive days of work. Where this occurs, no non-performance work may be rostered

on the Monday and the following Tuesday will always be a day free from work. The Employer may seek consent for a publicity call on the Monday.

30. NUMBER OF PERFORMANCES

30.1 Deleted

30.2 The maximum number of performances for which the total negotiated weekly rate is paid shall be:

30.2.1 for performances of a substantially whole time production or pantomime, eight except on up to four occasions per year when nine performances may be scheduled if:

- a)** contiguous with a seven show week; and
- b)** if a day off occurs at the beginning and end of the nine show week; and
- c)** there are no understudy calls on the week; and
- d)** in the week immediately following the nine show week the Monday will always be a day off; and
- e)** no performance work may be rostered until 5pm on Tuesday.

30.2.2 for performances up to one hour in duration, twelve.

30.3 Where additional performances are undertaken as part of the ordinary hours of work the following provisions shall apply:

30.3.1 in the case of additional performances of a substantially whole time production (excepting pantomimes), the Employee shall be paid 1/6 of their overtime rate for each additional performance above eight.

30.3.2 in the case of additional performances of pantomime exceeding eight but not exceeding twelve, the Employee shall be paid an additional 1/8 of their overtime rate for the first performance exceeding eight and then an additional 1/6 of their overtime rate for each performance in excess of the ninth performance in any such week; and

30.3.3 in the case of performances up to one hour in duration, an additional payment of one-tenth of their overtime rate for each performance above twelve.

30.4 If an Employee is engaged in weekly engagement to appear in two or more different contemporaneous productions for the same Employer, each production shall be deemed to be a separate week's engagement for the purpose of this clause, but this shall not apply when one of the productions is a pantomime in which case the Employee shall be paid one-eighth of their overtime rate additional for each performance exceeding eight in a week.

31. MEAL INTERVALS AND ALLOWANCES

31.1 No Employee shall be required to work continuously in excess of four hours without a substantial break for a meal, recuperation and/or refreshment, except that this may be extended to five hours:

- 31.1.1** when the length of production prevents the practicality of a break at four hours; or
- 31.1.2** during rehearsal to assist with the conclusion of the rehearsal of a particular scene, number, dance routine etc; or
- 31.1.3** with agreement with the cast.
- 31.2** A break as prescribed in the previous sub clause of this clause shall be of a minimum duration of one hour if taken before 4.00 pm or one and one half hours if taken after that time.
- 31.3** Such breaks shall be unpaid.
- 31.4** During rehearsals a reasonable refreshment break shall be provided to Employees to be counted as time worked.
- 31.5** There shall be a break of not less than 45 minutes clear of dressing, undressing, making-up or taking off make-up between the conclusion of one performance and commencement of another performance on the same day.
- 31.6** If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance the Employer shall provide an Employee with a satisfactory meal. Alternatively, the Employer may pay to the Employee the amount set out in Schedule 1 in lieu of the said meal. The Employer shall also provide tea and coffee or the ingredients and facilities to make and serve same.
- 31.7** There shall be a clear break between the conclusion of a full rehearsal and the commencement of another full rehearsal or performance of one and a half hours.
- 31.8** The Employer and Employees on any given production may agree to vary the length and time of breaks, subject to the majority of Employees agreeing to any change.

32. OVERTIME

32.1 Engaged by the week or for a longer period

- 32.1.1** All time worked in excess of eight hours on any one day shall be paid for at the rate of time and a half for the first two hours and double time thereafter based on the employees' hourly Overtime Rate (as defined).
- 32.1.2** All time worked by Tier 1 Performers in excess of 40 in any one week, other than as per clause 28.1.2, shall be paid at the rate of time and a half for the first two hours and double time thereafter based on the employees' Overtime Rate.
- 32.1.3** All time worked by Tier 2 Performers in excess of 48 hours and by Tier 2 Performers in any one week, other than as per clause 28.1.2, shall be paid at the rate of time and a half for the first two hours and double time thereafter based on the employees' Overtime Rate.

32.1.4 For any work on the seventh day in a week (Monday to Sunday) (as nominated by the Employer) the Employee will be entitled to be paid an additional amount equivalent to one sixth of the Employee's Performance Rate.

32.1.5 Overtime shall not be paid twice for the same time worked.

32.1.6 Where an Employee is paid for an extra performance or performances pursuant to Clause 30, the hours paid for in relation to such extra performance or performances shall not be taken into account in calculating the weekly total of hours for the purposes of Sub clause 32.1.2 above.

32.1.7 Deleted

32.2 Engaged casually other than supernumeraries

32.2.1 If a performance is longer than three hours or if an Employee is detained by the Employer during an engagement for a performance for more than three hours (excluding making-up and/or taking off time) the Employee shall be paid at the rate of one-sixth of the appropriate casual fee for such Employee for each half hour or part thereof in excess of the said three hours that the Employee is detained by the Employer.

32.2.2 An Employee required to work beyond the hour of 12.00 midnight or who is detained for work or any other reason beyond the hour of 12.00 midnight by the Employer shall be paid at double time.

32.3 General - applicable to weekly or casual engagements

32.3.1 Where any of the intervals or breaks due to an Employee as set out in this Agreement are curtailed or extended beyond the hours specified overtime at the rate of time and a half shall be paid for each fifteen minutes or part thereof of such curtailment or extension based on the employees' applicable overtime rate.

32.3.2 If an Employee is detained too late to travel by the last train, tram, bus or vessel to their home (temporary or permanent as the case may be), or in any case after 11.30pm, the Employer shall provide for them proper conveyance to their home.

33. SUNDAYS AND PUBLIC HOLIDAYS

For any work done on Sundays or public holidays the minimum rates shall be as follows:

33.1 Payment for Employees engaged by the week or for a longer period

33.1.1 Deleted

33.1.2 Deleted

33.1.3 The Employer may request that an Employee agree to travel on a day on which the Employee would usually be rostered off work (including a public

holiday). If the Employee agrees they will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to one sixth of the Employee's total negotiated weekly Rehearsal wage in addition to the Employee's total negotiated weekly wage for the week.

33.1.4 Whilst the Employer acknowledges the need for Employees to have days where they are rostered off work, the Employee will not unreasonably withhold their consent to travel on or day when the Employee would usually be rostered off work.

33.2.1 Deleted

33.3 Prescribed public holidays

An Employee shall be entitled to public holidays without loss of pay on the following days or if required to work shall be paid for such work in accordance with the provisions of this clause:

33.3.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

33.3.2 The following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and

33.3.3 In the Australian Capital Territory, Canberra Day; in New South Wales, the first Monday in August; in Victoria, Melbourne Cup Day unless a substitute day is otherwise prescribed in a locality; in South Australia, the third Monday in May; in Western Australia, Foundation Day; in the Northern Territory, Picnic Day; in Queensland, Show Day; in Tasmania, Regatta Day in Southern Tasmania, and Recreation Day in Northern Tasmania.

33.3.4 Christmas Day falling on a Saturday or Sunday

When Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December.

33.3.5 Boxing Day falling on a Saturday or Sunday

When Boxing Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December.

33.3.6 New Year's Day or Australia Day falling on a Saturday or Sunday

When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.

33.3.7 Additional holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days shall constitute additional holidays for the purpose of this Agreement.

- 33.4** For work on Good Friday and Christmas Day or on any day substituted for any of those holidays, the Employee shall be entitled to payment of an amount equivalent to one quarter of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.
- 33.5** For work on other public holidays the Employee shall be entitled to payment of an amount equivalent to 1/6 of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.
- 33.6** In the event that work is not performed on a public holiday such day shall be regarded for the purposes of the Number of Performances Clause and all other purposes under this Agreement as a day on which had occurred one of the eight or two of the twelve performances per week provided for in the Number of Performances Clause, as the case may be.
- 33.7** An Employee required to travel on a public holiday or any other day on which the Employee would otherwise be rostered off work, shall, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to one twelfth of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.

33.8 Public holiday on Rostered day off

An Employee whose rostered time off falls on a public holiday as provided for in this clause shall be allowed an additional day annual leave provided that no annual leave loading will be payable with respect to such additional day.

33.9 Payment for Employees engaged casually

Employees engaged casually shall be entitled to payment for work on Sundays or public holidays as follows:

- 33.9.1** for a performance the Employee shall be paid double the prescribed minimum rate per performance;
- 33.9.2** for a rehearsal the Employee shall be paid double the prescribed casual hourly rate rehearsal rate with a minimum payment as for four consecutive hours.

34. ROSTERS

- 34.1** An Employee shall be given at least 24 hours notice of any change in his/her rehearsal and/or performance scheduled hours except during the nominated 48 hour working week/s prior to the opening performance in which case twelve hours notice shall be given.

PART 8 - LEAVE OF ABSENCE AND HOLIDAYS

This part details a range of leave options available to Employees covered by this Agreement. All forms of leave are subject to request in writing by the Employee and approval by MCG.

35. ANNUAL LEAVE

This clause applies to persons engaged by the week as defined in the definitions clause of this Agreement.

- 35.1** All Employees shall be entitled to four weeks' annual leave in respect of each calendar year of service. Such leave shall be paid at the Total Negotiated Rate and before the employee commences the period of leave.
- 35.2** Such annual leave shall accrue from the first day of employment of rehearsals.
- 35.3** Where any public holiday falls within such period of leave then an additional day for each such public holiday shall be added to the period of leave.
- 35.4** Subject to clause 35.5, where a production is transferring from one city to another, the Employer may direct the Employee to take annual leave provided the following criteria are met:
- 35.4.1** The Employer has notified the MEAA of its intention to utilise this clause in the first instance; and
- 35.4.2** the Employee has completed six months of service but has not yet completed one calendar year of service; and
- 35.4.3** the Employee is given eight weeks' notice; and
- 35.4.4** there is a minimum break between cities of ten days free of all work including travel; and
- 35.4.5** a maximum of one week of an Employee's annual leave may be required to be used, with the balance being made up of layoff; and
- 35.4.6** the Employer shall provide air (economy) travel to the Employee's place of residence and to the city that the production is transferring to; and
- 35.4.7** the Employer undertakes to provide the Employee with six weeks of employment following the Employee's return to work from annual leave taken under this clause. Should a production close prior to six weeks having been worked, the Employer shall re-credit the Employee with any annual leave taken under this clause.
- 35.4.8** This right may only be exercised by the Employer once within the first twelve months of employment.
- 35.5** Subject to an Employee completing one calendar year of service, annual leave shall be given at any time fixed by the Employer after as much notice as is practicable and in any case not less than three weeks' notice to the Employee.
- 35.6** Unless otherwise mutually agreed upon, annual leave shall not be taken whilst the Employee is away from their place of residence. If annual leave is given to the Employee whilst on tour the Employer shall provide air (economy) travel to their place of residence. Such travelling time shall be outside the Employee's period of leave.
- 35.7** Annual leave may, by mutual agreement, be given and taken in two separate periods.

- 35.8.1** If so requested by an Employee the Employer may grant annual leave to an Employee before the right thereto has accrued. The Employer agrees that requests by employees to take annual leave will be considered in a timely and reasonable fashion and consent will not be unreasonably withheld.
- 35.8.2** A sufficient number of Employees must be available for the production to be presented as scheduled and to cover contingencies where Employees are unavailable due to illness or injury. It will be reasonable for an Employer to refuse such a request in circumstances including, but not limited to, the following:
- (a)** the Employee's cover has been granted annual leave during the relevant period;
 - (b)** the performer who the Employee covers has been granted annual leave during the relevant period;
 - (c)** a number of other Employees have been granted annual leave during the relevant period.
- 35.8.3** Where leave is taken before the right thereto has accrued, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.
- 35.9** Where an Employee's engagement terminates and the Employee has become entitled to annual leave the Employer shall be deemed to have given the annual leave (or such portion of it as has not been taken by the Employee) from the date of termination of the engagement and shall forthwith pay to the Employee, in addition to all other amounts due to them, their Total Negotiated Rate for the period of leave due.
- 35.10** In respect of any period of employment which is less than twelve months such period being computed from the date of the commencement of the engagement (or, where the Employee has during the engagement become entitled to annual leave, computed from the date on which he/she became entitled to annual leave), the Employer shall forthwith pay to the Employee, in addition to all other amounts due to the Employee an amount equal to one-twelfth of their Total Negotiated Rate for such period of employment.
- 35.11** Each Employee before going on annual leave shall be paid wages for the period of leave at the Total Negotiated Rate ordinary weekly rate being paid to the Employee.
- 35.12** The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by Subclauses 35.8 and 35.9 above, payment shall not be made or accepted in lieu of annual leave.
- 35.13** Where annual leave has been granted to an Employee pursuant to subclause 35.8 hereof before the right thereto has accrued due and the Employee subsequently leaves or is discharged from the service of the Employer before completing the twelve months continuous service in respect of which the annual leave was granted, the Employer may deduct the amount of such

excess from any remuneration payable to the Employee under Subclause 35.10 above.

- 35.14** An Employee once sent on annual leave shall not be recalled for duty except by mutual agreement between the Employer and Employee.
- 35.15** An Employee once sent on annual leave shall not be required to undertake any preparatory work for the future season.
- 35.16** The Employer may shut down a production for up to two weeks during/over the Christmas/ New Year period/season. Performers may take annual leave during a Christmas season shut-down and will be granted annual leave to cover the period (exclusive of Public Holidays).

36. ANNUAL LEAVE CASH OUT

- 36.1** An Employee may request, and the Employer may agree to the Employee cashing out a certain amount of accrued paid Annual Leave.
- 36.2** In any case, the Employer shall not approve an Employee's request to cash out paid annual leave if the cashing out would result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 4 weeks.

37. ANNUAL LEAVE LOADING

- 37.1** Annual leave loading is payable upon an Employee completing 12 months continuous employment with the one Employer.
- 37.2** Where annual leave loading is payable, it is paid at the rate of seventeen and a half per cent of the Total Negotiated Rate. Such loading shall be in addition to the amount paid to the Employee under the Annual leave clause.
- 37.3** No loading is payable to an Employee who takes annual leave wholly or partly in advance. Provided that, if the employment of such an Employee continues until the completion of 12 months continuous employment, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the Total Negotiated Rate at the time leave was taken.
- 37.4** Where an Employee's engagement terminates prior to the completion of 12 months continuous employment and the Employee receives payment of accrued annual leave, no loading is payable on such leave.

38. COMMUNITY SERVICE LEAVE

- 38.1** Employees are entitled to apply to their manager be absent from work for the purposes of performing certain community service activities such as a voluntary emergency management activity.
- 38.2** Community service leave is unpaid leave except for jury service leave which the Employee receives from the court.
- 38.3** An Employee must request and inform the Employer at the earliest possible

opportunity of the real or possible requirement to undertake Community Leave.

- 38.4** An Employee may be required to provide reasonable proof of the nature of the Community Leave.
- 38.5** The employer shall approve or reject a request for Community Service Leave subject to operational requirements, other than jury service which is mandatory.

39. COMPASSIONATE LEAVE AND PARENTAL LEAVE

39.1 Compassionate Leave

39.1.1 An Employee is entitled to 3 days of compassionate leave for each occasion (a ***permissible occasion***) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

39.1.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in the Agreement; or
- (b) after the death of the member of the Employee's immediate family or household referred to in this Agreement.

39.1.3 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 3 day period; or
- (b) 3 separate periods of 1 day each; or
- (c) any separate periods to which the Employee and his or her Employer agree.

39.1.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

39.1.5 An Employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

Note: For casual employees, compassionate leave is unpaid.

39.1.6 An Employee must give his or her Employer notice of the taking of leave under this clause.

(a) The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.

(b) An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in this clause.

(c) An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

40. FAMILY AND DOMESTIC VIOLENCE LEAVE

40.1 Family and domestic violence is defined as violent or threatening or other abusive behaviour by an Employee's close relative that seeks to coerce or control the Employee and causes harm or to be fearful.

40.2 An Employee dealing with the impact of domestic violence can request:

40.2.1 Unpaid family and domestic leave; or

40.2.2 Request flexible work arrangements; or

40.2.3 Paid or unpaid personal carers leave, in certain circumstances.

40.3 Unpaid Family and Domestic Violence leave

40.3 An Employee can apply for unpaid family and domestic violence leave when they:

40.3.1 Are experiencing domestic violence;

40.3.2 Need to do something to deal with the impact of that violence; and

40.3.3 It is impractical to do so outside their ordinary hours of work.

40.3.4 The Employer may ask the Employee for evidence when considering an application for unpaid family and domestic violence leave, such evidence includes:

40.3.5 Documents issued by police;

40.3.6 Documents issued by a court;

40.3.7 Family violence support documents: or

40.3.8 A statutory declaration.

40.3.9 Employees (including casual Employees are entitled to apply for up to 5 days of unpaid family and domestic leave each 12-month period. This leave:

40.3.10 does not accumulate from year to year if not used

40.3.11 is available in full when an Employee starts in a new workplace;

40.3.12 renews in full at the start of each 12-month period of employment; and

40.3.13 can be taken as a single continuous period or separate periods of 1 or more days.

40.4 Flexible Work Arrangements

40.4.1 An Employee is entitled to apply for flexible working arrangements if the Employee is experiencing violence from a family member or who are caring for a household member or immediate family member who is experiencing violence from the member's family.

40.4.2 To be eligible for access to flexible work arrangements for this reason the Employee is required to have:

40.4.3 worked to continuously with the Employer for at least 12 months;

40.4.4 if a casual, the Employee must have worked regularly and systematically for MCG at least 12 months and have a reasonable expectation of continuing to work with MCG on a regular and systematic basis.

40.4.5 Any request for flexible work arrangements need to:

40.4.6 be in writing; and

40.4.7 explain what changes the Employee is asking for; and explain the reasons for the requested change.

40.4.8 The Employer agrees to consider any such request as a matter of urgency and/or within 21 days and inform the Employee of its decision to approve or refuse the request.

40.4.9 If the Employer refuses a request it shall inform the Employee of the reasons for the refusal.

40.4.10 Unpaid or paid personal/carer's leave

40.4.11 An Employee is entitled to apply to access paid or unpaid Personal/carers Leave as a result of family and domestic violence when the Employee has:

40.4.12 A personal illness or injury affecting the Employee caused by family or domestic violence; and/or

40.4.13 An unexpected emergency affecting a member of the Employee's immediate family or household due to family or domestic violence.

40.4.14 An Employee is not entitled to apply to access paid or unpaid Personal/carers Leave to do something to deal with the impact of family or domestic violence. For example, it cannot be accessed to attend legal appointments or access police services.

41. FIRST NATIONS, CULTURAL AND CEREMONIAL LEAVE

The Employer and the Employees recognise there are over 500 different nations across Australia, all with unique cultural customs.

41.1 An Employee who is legitimately required by the employee's cultural tradition to be absent from work for ceremonial purposes shall be entitled to apply for up to 10 working days paid leave in any one year. This leave

does not accrue from year to year and is not paid out at the conclusion of the employee's contract.

- 41.2** When applying for this leave the employee must be able to establish to the employer that they have an obligation under their cultural custom and or traditional law to participate in ceremonial activities including bereavement and cultural ceremonies that may overlap.
- 41.3** Such leave shall not affect the employee's entitlement to compassionate leave.
- 41.4** Approval of all ceremonial leave will be subject to the employer's business requirements but shall not be unreasonably withheld.
- 41.5** This leave is particularly aimed towards the cultural and ceremonial leave needs of Indigenous Australians and should capture leave required for necessary participation in NAIDOC week and National Sorry Day ceremonies.
- 41.6** Examples of activities that a first nations employee may require to apply for First Nations, Cultural and Ceremonial Leave include but are not limited to the below list. This list is not intended to be exhaustive.
- (a)** Bereavement 'Sorry Business'
 - i. Cultural ceremonies related to bereavement
 - (b)** Travel (in some instances long distance from major cities), or interstate home/ traditional country for funerals and bereavement ceremonies / other ceremonial obligations
 - (c)** Birthing ceremonies
 - (d)** NAIDOC week / ceremonial obligations
 - (e)** Sorry Day / ceremonial obligations
 - (f)** Men's business (usually health related)
 - (g)** Women's Business (usually health related)
 - (h)** Native Title engagements/ obligations
 - (i)** Coming of age ceremonies / Shaving ceremony (also men's business)
 - (j)** Cultural exchange meetings/ obligations
 - (k)** Marches and protests/ NAIDOC week marches/ Survival Day protests marches (Jan 26)

42. PANDEMIC LEAVE

- 42.1** Employees engaged by the week or casually are entitled to apply for 2 weeks unpaid pandemic leave if they are prevented from working:
- 42.1.1** As a result of being required to self-isolate by government or medical authorities, or acting on the advice of a medical practitioner; or
 - 42.1.2** By measures taken by government or medical authorities in response to the pandemic.
- 42.2** Pandemic leave does not accrue from year to year.

42.3 Unpaid pandemic leave does not affect other paid or unpaid leave entitlements.

43. PERSONAL/CARER'S LEAVE

43.1 An Employee engaged by the week absent from their work on account of:

43.1.1 personal sickness, injury or accident arising other than out of and in the course of their employment (personal leave); or

43.1.2 providing care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, injury or unexpected emergency affecting the member (carer's leave),

43.2 The Employee shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.

43.2.1 The Employee shall, where practicable and as soon as possible but in any event within 24 hours of the commencement of such absence inform the Employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.

43.2.2 Evidence satisfactory to the Employer shall be produced by the Employee in relation to such absence within 48 hours of the commencement thereof.

43.3 Personal leave

43.3.1 The Employee shall be entitled to 76 hours (10 days) of paid sick leave during the first three months of employment and shall accrue a further 38 hours (5 days) progressively during the following nine months of their employment; and

43.3.2 the Employee shall accrue 114 hours of paid personal leave progressively during their second year of employment with the Employer and during each subsequent year of employment.

43.4. Carer's leave

43.4.1 Up to a maximum of 76 hours per year of the Employee's personal leave entitlement may be taken as paid carer's leave.

43.4.2 An Employee engaged by the week absent from their work on account of personal sickness, injury or accident arising out of and in the course of the Employee's employment shall be entitled to leave of absence, without deduction of pay.

43.5. Parental Leave

43.5.1 Employees shall be entitled to parental leave in accordance with the National Employment Standards.

44. LEAVE FOR INDUSTRIAL RELATIONS PROCEEDINGS

- 44.1 The Employer shall grant leave without loss of pay to an Employee reasonably required to attend proceedings under the Act subject to such leave not preventing the Employee appearing in a scheduled rehearsal or performance without the prior consent of the Employer.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

45. TRAVELLING

- 45.1 All air travel shall be made by a regular passenger carrying airline or by a passenger carrying charter flight on the airline of the Employers choice.

Engaged by the week or for longer period

- 45.2 If an Employee is required by the Employer to travel, such travel shall:

- 45.2.1 be for reserved seating paid for by the Employer;
- 45.2.2 be economy class air service, but in the event that this is not available, alternative transport will be provided following agreement between the Employer and the Employee;
- 45.2.3 if engaged on a regional tour and not traveling by air, the transport provided will be comfortable and safe with adequate space for each Employee and their luggage and with seat belts as required by law.
- 45.2.4 travel pursuant to the previous sub clause shall include, where appropriate, regular stops for comfort and refreshment.

- 45.3 Regional touring shall take place during the prescribed hours as follows:

- 45.3.1 on any day on which a performance or rehearsal is to be held, between the hours of 8.00 a.m. and 4.00 p.m.; and
- 45.3.2 on any other day between 8.00 a.m. and 7.00 p.m.
- 45.3.3 the Employer will advise the Employees of the schedule for regional touring as soon as possible and in any event no later than two weeks prior to the tour commencing. Any changes to the schedule shall be notified two weeks beforehand.
- 45.3.4 If the Employee has reasonable concerns about the schedule the Employer will use their best endeavours to accommodate such concerns.

- 45.4 Should travel take place outside the hours prescribed the Employee shall be paid at the rate of one-eightieth of their total negotiated weekly wage for each half hour or part thereof outside those hours.

- 45.5 Should the Employee not be provided with meals during the journey the Employer shall pay the Employee a meal allowance as set out in of Schedule 1 for each meal period which occurs during the journey.

45.6 Where an Employee is engaged to work away from the city or town in which he/she resides the Employer shall provide return transport in accordance with the provisions of this Agreement.

45.7 An Employee required to travel to or from a transport hub (such as an airport, train station, bus station or pick-up point) shall have such travel provided by the Employer, provided that:

45.7.1 Where an Employer does not provide transport an Employee shall be provided with a Cabcharge; or access to the Employer's ride-share account or reimbursed for the cost of such transport to a maximum of an amount set out in Schedule 1 for any single trip.

45.7.2 At the beginning of an engagement where an Employer does not provide transport, an Employee may request a Cabcharge or an electronic money transfer to a maximum of an amount set out in Schedule 1 into the Employee's nominated bank account.

45.8 Accommodation

45.8.1 Where an Employee is required to work away from their place of residence the following provisions together with the meals and incidentals sub clause below shall apply.

45.8.2 In this clause unless the context otherwise provides:

(a) "suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities provided that:

- i) where an Employee is required to stay longer than one week in a single location the accommodation must contain cooking and laundry facilities;
- ii) where an Employee is required to stay away for more than one week from his or her usual place of residence, the Employer will use their best endeavours to provide accommodation which contains cooking and laundry facilities.

(b) "serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the Employer;

(c) "suitable accommodation guidelines" means guidelines developed by LPA and the MEAA to act as a guide to Employers and Employees in understanding suitable accommodation for touring in live theatre.

45.8.3 Suitable Accommodation Guidelines

1. The standard of accommodation should be between 3 star and 4 star.
2. Accommodation should be modern, clean and well maintained.
3. Apartments and/or hotel/motel rooms should have adjoining private bathroom and toilet facilities.

4. Facilities for accommodation should include television, local and STD telephone, AC, laundry and parking and cooking facilities.
 5. Accommodation should have tea and coffee making facilities and a refrigerator.
 6. Accommodation should contain adequate furniture for reasonable comfort, including writing desk and easy chair.
 7. Accommodation should be within 15 kms radius of venue. It should be close to public transport and where security of employees can be assured.
 8. Accommodation should be of sufficient size to allow room for preparation, warm up, etc., and in the case of musicians, consideration should be given to the capacity to practice musical instruments in the room.
 9. In addition, particularly in the case of longer tours, accommodation should be of sufficient size and comfort to provide a reasonable standard of living when away from home.
 10. Accommodation should be serviced.
 11. Accommodation shall be quiet and, where possible, shall take into account that the employees are required to work at night and rest during the day.
- 45.8.4** Where the period involved is one week or less the Employer shall provide suitable accommodation or if the Employer and Employee agree an allowance as set out in Schedule 1 shall be paid in lieu of the provision of accommodation.
- 45.8.5** Where the period involved is greater than one week the Employer shall provide suitable accommodation or if the Employer elects not to provide accommodation then the Employer shall reimburse the Employee for the expenses of such accommodation up to the maximum limits as set out in Schedule 1.
- 45.8.6** Where an Employer and Employees agree in writing shared accommodation may be provided by the Employer. The Employer shall retain a copy of any such agreement.
- 45.8.7** Where the Employer is not providing accommodation and Employees agree in writing to share accommodation the reimbursement limits set by this clause shall be increased by 25 percent in respect of such shared accommodation. A copy of such agreement shall be retained by the Employer.
- 45.8.8** Reimbursement shall be made weekly or at such longer intervals as the Employer and Employee agree and shall be made upon presentation by the Employee of a receipted account for the accommodation or such other arrangements as are agreed between the Employer and the Employee.
- 45.8.9** In lieu of the provisions of the previous subclause of this clause an Employee may elect to take a cash allowance as set out in Schedule 1.

Where an Employee elects to take this allowance it shall be paid in advance up to a maximum of one week.

- 45.8.10** Provided that, where an Employer advises the Performer of the accommodation to be provided at a specific location the Performer must elect to take either the allowance prescribed by this clause or the accommodation provided by the Employer for the duration of the season at that location and may not alter this election without the consent of the Producer.
- 45.8.11** In the event the Producer agrees to the Performer changing their election the Performer agrees to reimburse the Employer any costs associated with cancelling the accommodation.
- 45.8.12** Any dispute as to the operation of this clause or as to whether accommodation provided by an Employer is suitable accommodation as is required by this clause shall be dealt with in accordance with Clause 58 - Dispute Resolution.
- 45.8.13** Notwithstanding any other provisions of this clause in respect of a period of travel where stays of less than 7 days are involved in any particular location, an Employee may request that the Employer provide accommodation with cooking facilities. Subject to such accommodation being available at about the same cost as the accommodation proposed by the Employer then the Employer shall provide such accommodation.
- 45.8.14** When any travel in excess of one week in duration is required as much notice as is practicable and at least 14 days' notice shall be given to Employees. Such notice shall also include, where the Employer is providing accommodation in accordance with this clause the details of the accommodation to be provided. The Employee shall indicate within 14 days of the offer of accommodation whether he/she proposes to accept the offer unless impractical to do so in the circumstances.
- 45.8.15** An Employer shall assist any Employee who requests such assistance in the obtaining of any available discounts on accommodation of the Employee's choice.
- 45.8.16** Special Provisions - Shared Accommodation

Where there are special circumstances which an Employer considers preclude him/her from being able to offer single accommodation the following provisions shall apply:

- (a) the Employer shall notify the employees affected and where they request it the MEAA setting out the basis of the claim that special circumstances apply, the nature of the accommodation to be provided and seek consent to the arrangement.
- (b) the Employer and the employees affected and where they request it the MEAA may negotiate about such arrangements. If the agreement is reached then the accommodation may be provided in accordance with such agreement.

45.9 Meals

An Employee required to travel shall be provided by the Employer with all meals of a satisfactory nature or paid an allowance in lieu as set out in Schedule 1.

45.10 Incidentals

An Employee required to travel shall be paid an allowance for incidentals as set out in Schedule 1.

45.11 Wages

Where an Employee is required to travel away from their place of engagement he/she shall be paid:

- 45.11.1** their total negotiated weekly wage until he/she is returned to the place of engagement at the conclusion of the tour or engagement;
- 45.11.2** for the day of departure and return; and
- 45.11.3** pro rata for any broken weeks at the beginning or the end of the tour engagement.

45.12 Eligibility

The provisions of clauses 45.8, 45.9 and 45.10 above shall not apply to the following:

- 45.13.1** with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more.
- 45.13.2** where a Performer is engaged for a local show.

45.14 Where an Employer:

- 45.14.1** avoids or seeks to avoid the operation of this clause by inducing any Employee or prospective Employee to misrepresent their place of residence; or
- 45.14.2** engages an Employee where he/she knows that the place of residence of an Employee or prospective Employees has been misrepresented;

The provisions in this sub clause shall be applicable as though the place of residence of the Employee had been correctly stated.

- 45.15** Should the Employer during the course of a normal day's work require the Employee to travel from one location to another, the traveling time involved shall be counted as time worked.

- 45.16** The minimum breaks for travel shall be as set out below, except where the Employer and the Employee agree otherwise.

- 45.16.1** There shall be no work done by an Employee on a day in which travel to and from the following places occurs:

Sydney/Perth
 Brisbane/Perth
 Melbourne/Perth

45.16.2 Where an Employee is required to travel other than as specified above, a four hour break shall be given between arrival at the destination point and any rehearsal call or performance.

45.17 Engaged casually

45.17.1 An Employee who lives in a particular city or town (either temporarily or permanently) and who is under casual engagement to perform any work at any place away from the city or town in which he/she resides shall have first class rail or other transport provided by the Employer and in the case of rail travel if required to travel at night shall be provided with sleeping accommodation. Should the Employer not provide such sleeping accommodation the Employer shall pay to the Employee the sum usually charged to the Employer by the railway authorities.

45.17.2 The Employer shall provide reasonable accommodation and meals at a hotel, motel or boarding house for any casual Employee who is obliged to remain and lodge overnight at any place other than their usual place of abode, and in default thereof shall pay such Employee the current daily traveling allowance rate plus an amount for each meal set out in Schedule 1. If the Employee's performance concludes after 11.00 p.m. at a place which is 155 kilometres or more by road from the Employee's home town or city and if no rail transport to their home town or city is available within two hours of the conclusion of their work, the Employer shall provide and pay for overnight lodging or pay to the Employee the current daily travelling allowance rate.

45.17.3 Should the total time of an Employee's absence from their home town, including the time occupied in the outward and return journey to and from the employment exceed 24 hours, he/she shall be paid in addition to the applicable rate one half of the casual performance rate hereinbefore provided for each period of twelve hours or part thereof of such excess in addition to the provisions of lodging and meals.

45.17.4 Each 'day' or 24 hour period shall be calculated from the time the Employee leaves home and shall end when the Employee returns home.

45.18 Use of private transport

45.18.1 Where an Employee requests and the Employer agrees to make their way from one working venue to another and journeys by car he/she shall be paid by the Employer an allowance equal to the money that would have been paid by the Employer on their travelling by the form of transport by which the remainder of the company travels provided that the cost to the Employer is no greater than it would have been if all Employees used transport provided by the Employer.

The Employer shall allow travel time as set out in the following table:

Sydney/Canberra	1 day
Sydney/Melbourne	1 day

Sydney/Brisbane	2 days
Sydney/Adelaide	2 days
Melbourne/Adelaide	1 day
Melbourne/Brisbane	3 days
Melbourne/Canberra	1 day
Brisbane/Adelaide	3 days

In other cases reasonable time as agreed between the Employer and employee.

45.18.2 Where an Employee agrees at the request of the Employer to use their own motor vehicle or motor cycle for purposes other than traveling between cities and towns, the Employee shall be paid an allowance per kilometre as set out in Schedule 1.

45.19 Transportation of luggage

The Employee shall transport the luggage of the Performer subject to the following conditions:

45.19.1 Where air travel is provided for an Employee which requires extra payment for any checked-in luggage, the Employer will bear the cost of this up to 23 kilograms and will ensure that this has been paid for in advance.

45.19.2 Where luggage is subject to a weight allowance and the luggage of the Employee exceeds the weight carried free for a member of the public traveling by such transport (hereinafter called "the free luggage weight") the Employer shall transport from theatre to theatre at its expense and by such means as it shall nominate the Employee's luggage in excess of the free luggage weight and up to a total of 40 kilos (inclusive of the free luggage weight) and the Employee shall at their expense transport their luggage in excess of the said 40 kilos.

45.19.3 The Employer shall adequately insure the Employee's luggage for loss, theft or damage while in the management's charge.

46. SCHOOL TOURS

The following provisions shall form part of, but not exclusively be, the provisions applying to schools tours.

46.1 Hours of work

46.1.1 The ordinary hours during which a school performance may be held shall be within the usual school hours in that school and up to one hour after such usual school hours, provided that an Employee is not required to be at any central pick-up point more than one hour before the usual school starting time.

46.1.2 There shall be a break of at least 40 minutes clear of any dressing, undressing, making-up or taking off make-up provided for lunch.

46.1.3 There shall be a break of at least fifteen minutes between the conclusion of one performance and the commencement of another performance in the same school.

46.1.4 Thirty minutes shall be allowed to an Employee for preparatory duties such as dressing and make-up incidental to a performance or dress and/or make-up rehearsal, and fifteen minutes shall be allowed after such a performance or rehearsal for undressing, removing make-up. Such time shall be counted as working time.

46.2 Number of performances

The number of performances constituting a week's work shall not exceed:

46.2.1 ten when such performances are each of no longer duration than one and a half hours (or two hours inclusive of discussion subsequent to the performance);

46.2.2 fifteen when such performances are each of no longer than one hour;

46.2.3 each performance in excess of ten or fifteen (as the case may be) shall be paid for at the rate of one-tenth of the Employee's weekly wage extra.

46.3 Travelling

46.3.1 An Employee shall not, on any one day, be required to make more than one move from one school to another.

46.3.2 The mode of transport will be in accordance with clause 45.2.

46.3.3 Where an Employee requests to make their own way to the next working venue and the Employer agrees, the Employee shall be paid an allowance equal to the money that would have been paid by the Employer on their traveling by the form of transport by which the Employer did or would have transported the Employee or the remainder of the company.

PART 9 – RECORDINGS

47. ARCHIVAL RECORDING OF THE PRODUCTION

47.1 Where the Employer obtains the Employees consent for an archival recording, during negotiations for the engagement of the Employee for the Production, as evidenced in the Employers contract with the Employee, the following provisions shall apply:

47.1.1 the Employer is not required to seek further consent from the Employee to undertake the archival recording;

47.1.2 the Employer shall notify the Employee as to the date and time when the archival recording is to occur;

47.1.3 the archival recording may be undertaken during any performance of the production either during the rehearsal period or the performing period. (subject to notification to the Employee as set out above);

47.1.4 the archival recording may be used by the Employer for the following purposes:

- a historical record for the Employer for use by Employer members, students or historians;
- an archival reference for right's holders;
- an archival reference for principle cast and production (creative team with appropriate waivers signed by the performing company);
- a performance reference for each performer where more than one cast is performing the same piece;
- as a tool to onsell the performance to potential investors and presenters for their private viewing only;
- for planning and research;
- as a guide to recreate the performance when a show is restaged or revived;
- by any member of the creative team (choreographer/director/musical director, residents, designers) in fulfilling their duties to remount future productions.

47.1.5 There will be no requirement for payment for an archival recording.

47.2 In the event the Employer does not obtain the Employee's consent to an archival recording prior to the execution of the contract between the Employer and the Employee, the abovementioned clauses above do not apply and the Employer is required to seek written consent from the Employee to record the Employee's performance for archival purposes.

47.3 Where the Employer intends to undertake a subsequent archival recording of the same production the Employer is required to seek the written consent of the Employee to record the Employee's performance for archival purposes.

47.4 The Employer warrants that the Archival Recording is not for broadcast and shall not broadcast any aspect of the Archival Recording in any broadcast medium in any territory.

PART 10 - TRAINING AND RELATED MATTERS

48. WORKPLACE SAFETY TRAINING

The Parties agree that Employee training in workplace safety shall occur during working hours.

PART 11 – WORKPLACE HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

49. WORKPLACE HEALTH & SAFETY

49.1 MCG will ensure, so far as is reasonably practicable, the health and safety of persons engaged in its business and our undertakings at work.

49.2 MCG recognises it holds the primary duty of care under various State and Commonwealth Work Health & Safety legislation to ensure as far as

reasonably practical, that its employees are not exposed to health and safety risks arising from their work or at their workplace.

- 49.3** Each performer recognises they have a duty to take reasonable care of their own health and safety and to ensure they do not adversely affect the health and safety of other persons at the workplace.
- 49.4** Each performer will cooperate with MCG about any action they need to take to comply with the WHS legislation. For example, use equipment properly, follow safe work policies and procedures and attend training.
- 49.5** MCG agrees that performer training in Workplace Health & Safety shall occur in paid time.
- 49.6** MCG and the performers agree to meet regularly to discuss work health and safety responsibilities for the company.
- 49.7** MCG and the performers recognise venue managers are also responsible for health and safety measures at the workplace.
- 49.8** Performers who are concerned about their workplace safety for any reason shall raise their concerns with the Company Manager and/or the Work Health & Safety Committee and/or MEAA – but may also activate the dispute clause in this Agreement.

50. STAFF FACILITIES

- 50.1** The Employer shall ensure wherever possible that all the provisions set out in the sub clauses hereunder shall apply to all new theatres and shall be made available where practicable in existing theatres with the exception of tea, coffee and refrigerator facilities which shall apply to all theatres.
- 50.2** The Employer shall provide in theatres for use of Employees suitable dressing room facilities (providing mirrors, lockers with hanging space and locks and proper lighting), toilet and washing room facilities to a standard in accordance with industry practice.
- 50.3** The Employer shall ensure that suitable ventilation, heating and air conditioning is provided for the use of the Employees in studios, dressing rooms and/or stages.
- 50.4** The Employer shall provide or cause to be provided facilities and ingredients for making tea or coffee and shall provide a refrigerator.
- 50.5** A suitable rest area to a standard in accordance with industry practice shall be provided by the Employer in theatres and in rehearsal venues.

51. HEALTH & WELLBEING

- 51.1** MCG, MEAA and performers acknowledge the well documented evidence of mental and physical health challenges for performers during their careers in the arts and entertainment industries.
- 51.2** MCG, MEAA and performers acknowledge the benefits of performers being fit and healthy and agree to work together to promote the proactive

management of psychosocial and physical safety and injuries in the performing arts.

- 51.3** MCG, MEAA and performers agree to support the health and wellbeing of performers in the arts and entertainment industries.
- 51.4** MCG, MEAA and performers are supportive of the Arts Wellbeing Collective initiatives to promote positive mental health and wellbeing in the performing arts.
- 51.5** MCG, MEAA and performers acknowledge the importance of preventative health measures to minimise the risk of injuries during the term of a Production.
- 51.6** For each of its productions MCG commits to considering the need of devising health measures for its performers. Where the need arises, MCG is committed to devising health measures focused on injury prevention for performers. MCG shall support performers in relation to any health regime it implements for performers during the rehearsal and performance period. Performers are encouraged to make suggestions to management in relation to any health measures they consider appropriate for their production.

52. WORKERS COMPENSATION

- 52.1** During the entire period of an Employee's employment by the Employer, the Employee shall be insured by the Employer under the provisions of the relevant Workers Compensation Legislation.
- 52.2** Where a performer is compensated for a workplace illness or injury by the MCG insurer and the compensation does not meet the amount equal to the performer's negotiated weekly rate MCG shall increase the amount paid to the performer, as make-up pay, up to the performers negotiated weekly rate for up to a period of 26 weeks during a period of compensation for each compensable illness or injury.
- 52.3 Attendance at hospitals etc.**

Notwithstanding anything contained in sub clause 43.1 above an Employee suffering injury through an accident arising out of and in the course of their employment requiring their attendance for treatment of the injury during working hours:

- 52.4.1** shall not suffer any loss of pay for the time required for such attendance; and
- 52.4.2** shall be reimbursed by the Employer, subject to the provision of receipts of expenditure, by the following pay week for all expenses (ie expenses not already covered and claimed by the Employees own medical insurance or Workers Compensation entitlement) incurred in connection with such attendance. Nothing in this clause will be construed to confer an obligation upon the Employee either to:
- (a) take out or continue private medical insurance ;or

- (b) to claim an expense arising as a result of a work related injury on such medical insurance

For the purpose of sub clause 43.1 above, attendance for treatment may be attendance for treatment by a person recognised for the purposes of the appropriate state Workers Compensation or other similar legislation.

PART 12 - COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION AND AGREEMENT COMPLIANCE

53. CONSULTATION AND COOPERATION

- 53.1** MCG, MEAA and performers are committed to effective and open communication and co-operation on matters relating to the activities and functioning of the production as they impact on performers.
- 53.2** MCG, MEAA and performers are committed to the mutual exchange of information on matters relating to the activities and functioning of performers.
- 53.3** MCG, MEAA and performers support a continued culture of consultation and co-operation in the workplace.
- 53.4** MCG recognises the benefit of regularly seeking opinions and views from our performers. Performers recognise the benefit of regularly seeking opinions and views from MCG.

54. TIME SHEETS TO BE KEPT

- 54.1** The Employer shall keep a time sheet showing the names of, and times worked by, each Employee and the wages paid to each Employee from week to week.
- 54.2** The time sheet with all the entries therein and the relevant wages receipt shall, on demand, be produced by the Employer for inspection at the place where they are kept at any time between the hours of 10.00 a.m. and 1.00 p.m. during any day except pay day to an official of the MEAA who has been authorised in writing to inspect it by the Chief Executive, Equity Director, Branch Director of MEAA. One clear day's notice setting out the grounds for desiring such inspection shall be given to the Employer of any intended inspection. No authority to inspect shall be given by the MEAA unless Chief Executive, Equity Director or Branch Director has good reason to suspect that a breach of this Agreement has been committed by the Employer whose time sheet or wages receipts are to be inspected.

55. POSTING OF AGREEMENT AND NOTICES

- 55.1** MCG shall email each performer a copy of this Agreement upon contracting the performer for an MCG production.
- 55.2** MCG shall distribute notices to performers via email and/or a production webpage.

55.3 MCG recognises that performers, their deputies and/or MEAA shall post notices to performer members via email and/or the MEAA webpage.

56. FREEDOM OF ASSOCIATION

56.1 This is an Enterprise Agreement. The Employer recognises that the MEAA is the union that has representational coverage for performers.

56.2 The Employer agrees that union membership will be a matter between the Employee and the MEAA.

56.3 The Employer recognises the role of the Equity deputy and where possible will facilitate the Equity deputy carrying out his or her duties.

56.4 Time will be set aside at the beginning of the rehearsal period for a representative from the MEAA to conduct MEAA business. The MEAA will consult with the Employer about a suitable time for this process. Attendance at such meetings will be without payment.

56.5 The Employer will assist with making a suitable private space available for company meetings.

57. CONSULTATION TERM

57.1 This term applies if:

57.1.1 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

57.2 For a major change referred to in paragraph 57.1(a):

- (a)** the employer must notify the relevant employees of the decision to introduce the major change; and
- (b)** subclauses 57.3 to 57.9 apply.

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

57.4 If:

57.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- 57.4.2 the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 57.5 As soon as practicable after making its decision, the employer must:
- 57.5.1 discuss with the relevant employees:
- (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 57.5.2 for the purposes of the discussion – provide, in writing, to the relevant employees:
- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 57.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 57.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 57.8 If a term in this enterprise 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 57.2(a) and subclauses 57.3 (2) and 57.(5) are taken not to apply.
- 57.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- 57.9.1 the termination of the employment of employees; or
 - 57.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 57.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 57.9.4 the alteration of hours of work; or
 - 57.9.5 the need to retain employees; or
 - 57.9.6 the need to relocate employees to another workplace; or

57.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

57.10 For a change referred to in paragraph 57.1(b):

- (a) the employer must notify the In this term, **relevant employees** of the proposed change; and
- (b) subclauses 57.11 to 57.15 apply.

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

57.12 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.

57.13 As soon as practicable after proposing to introduce the change, the employer must:

57.13.1 discuss with the relevant employees the introduction of the change; and

57.13.2 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

57.13.3 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).

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

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

57.16 In this term: **"relevant employees"** means the employees who may be affected by a major change referred to in subclause 57.1.

58. DISPUTE SETTLEMENT PROCEDURE

- 58.1** This term sets out procedures to settle a dispute, or claim relating to:
- 58.1.1** this Agreement, or
 - 58.1.2** the National Employment Standards (including subsections 65(5) or 76(4))
- 58.2** An employee who is a party to the dispute may seek advice and appoint a representative.
- 58.3** An employee appointed as a representative must be released from normal duties on full pay to attend and participate in conciliation, arbitration, or any other agreed alternative dispute resolution process.
- 58.4** Subject to the rights of the parties to notify any dispute, or claim to the Fair Work Commission at any time, in the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 58.5** Where such an attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussion between the employee and their immediate supervisor is inappropriate, the employee or employees can notify the Director, People and Culture for resolution.
- 58.6** If a party to the dispute, or claim, who is covered by this Agreement, refers the dispute, or claim through the internal resolution procedure listed in this clause, the process must be consistent with the rules of procedural fairness.
- 58.7** If the matter cannot be resolved, a party may refer the dispute, or claim to the Fair Work Commission for resolution.
- 58.8** In resolving a dispute, or claim, the Fair Work Commission may deal with the dispute in 2 stages:
- 58.8.1** by any method it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
 - 58.8.2** 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.
- 58.9** Without limiting clause 58.8 above, where the matter in dispute concerns a decision made by the employer, the Fair Work Commission may conduct a merits review and make a fresh decision to resolve the dispute.
- 58.10** Subject to any stay or appeal, the parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 58.11** The parties to the dispute and their representatives must act in good faith in relation to the dispute, or claim and endeavour to resolve the dispute as quickly as possible.

58.12 While the dispute is being resolved, the parties will abide by the status quo as existed immediately before the subject matter of the dispute arose. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees or the employer.

59. GRIEVANCE HANDLING CLAUSE

59.1 The parties are committed to effective resolution at the workplace level of individual workplace grievances.

59.2 In the event a Performer has an individual grievance with another person at work the Employer agrees to meet with the performer within 3 days of notification of a grievance, where possible, to try to resolve the grievance as soon as possible with that person in first instance.

59.3 If the grievance is not resolved in first instance a Performer (and/or a performer's representative) will discuss the issue with the Company Manager.

59.4 The Company Manager will consider the issues carefully, sensitively, and where appropriate, in confidence, and together with the Performer (and/or a performer's representative) try to resolve the grievance within 7 days where possible and at their earliest convenience.

59.5 If the Company Manager is unable to resolve the grievance or it is not appropriate that Company Manager deals with the grievance, the matter is referred to the Associate Producer to resolve the grievance through investigation and mediation.

59.6 Where the grievance is not resolved through investigation and mediation or the matter is not appropriate for resolution through investigation and mediation, the Associate Producer shall inform the Director, People and Culture and the Chief Executive Officer of the grievance.

59.7 Where appropriate the Associate Producer will discuss the grievance with the Equity Deputies and MEAA Officials.

59.8 The Chief Executive Officer will seek to resolve the grievance and inform the Performer (and/or Performer representative) of their decision.

59.9 If a Performer informs the Employer of a grievance with another person at the workplace and that grievance concerns matters which are illegal and/or threaten the reputation of the Employer and/or the Company, the Employer may inform the appropriate authority of those issues.

60. CAST MEETINGS AND RELATIONSHIP WITH MEAA

60.1 The Michael Cassel Group (the employer) recognises MEAA as the union representing employees engaged under this agreement and acknowledges that MEAA has the right to manage its affairs and represent and organise in the workplace.

60.2 Union deputies will have the right to perform their functions in paid time, including discussions and consultation with union members, representing members in disputes and participating in collective bargaining.

-
- 60.3** Union deputies may take up to two days leave per annum, each, to attend to union business including deputy training, meetings and information sessions conducted by MEAA. Leave will be at a time agreed by the employer; but such leave will not be unreasonably withheld. 1 day of Equity Deputy Leave shall be paid leave at the Deputies rehearsal rate of pay. 1 day leave shall be unpaid. Approval for Equity Deputy Leave is subject to the business requirements of the producer.
- 60.4** Delegates will be paid their average earnings during any such periods of delegates' leave. Attendance at any delegates leave shall not result in any overtime being required to be paid in order to fulfil the requirements of their role.
- 60.5** The Employer will liaise with MEAA to arrange a cast meeting during the first week of rehearsals for the purpose of briefing cast on this new agreement. This meeting will take place during paid work hours.
- 60.6** At the request of an Employee, the Employer shall make time available during working hours for cast meetings. As much notice as practical shall be given for any such meetings, and the scheduling of the meetings shall be at the mutual convenience of the Employer and the Employees.
- 60.7** Except as per clause 60.5 or where such meetings are required to be held to resolve issues raised by the Employer, they shall not count as time worked.
- 60.8** The Employer will assist with making a suitable private space available for cast meetings.

PART 13 - EXECUTION OF AGREEMENT

61. The parties to the above arrangement agree that a copy of this Agreement shall be registered with the Fair Work Commission.

Signed for and on behalf of the Media Entertainment and Arts Alliance


.....

PAUL MURPHY
.....

(Print name)

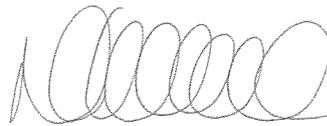
of 245 CHALMERS ST REDFERN NSW 2016
.....
(Address)

CHIEF EXECUTIVE, ME
.....
(Authority)

Witness 
.....

Dated 13 November 2020
.....

Signed for and on behalf of the Employer


.....

Michael Cassel
.....

(Print name)

GPO Box 1703 Sydney NSW 2001
of
(Address)

CEO / Producer
.....

(Authority)

Witness 
.....

Dated Thursday 12 November 2020

SCHEDULE 1
TABLE A
Minimum Weekly Performance Rate - inclusive of Sundays

CATEGORY	1-Jul-20	1-Jul-21 1.5%	1-Jul-22 2%	1-Jul-23 2%
	\$	\$	\$	\$
ADULTS				
Tier 1	1622.26	1646.60	1679.53	1713.12
Tier 2	1460.04	1481.94	1511.58	1541.81
Rehearsal Rate (Tier 1 & 2)	1297.81	1317.28	1343.62	1370.50
JUVENILES				
14 yrs & under				
Tier 1	730.02	740.97	755.79	770.90
Tier 2	657.02	666.87	680.21	693.81
Rehearsal Rate (Tier 1 & 2)	584.01	592.77	604.63	616.72
15 yrs of age				
Tier 1	892.24	905.63	923.74	942.22
Tier 2	803.02	815.07	831.37	847.99
Rehearsal Rate (Tier 1 & 2)	713.80	724.50	738.99	753.77

TABLE B
Upper Salary Limit

CATEGORY	1-Jul-20	1-Jul-21 1.5%	1-Jul-22 2%	1-Jul-23 2%
	\$	\$	\$	\$
ADULTS				
Upper Salary Limit	4,598.00	4666.97	4760.31	4855.52

SCHEDULE 1
TABLE C
Minimum Casual Hourly rate

CATEGORY	1-Jul-20	1-Jul-21 1.5%	1-Jul-22 2%	1-Jul-23 2%
<i>Per hour</i>	\$	\$	\$	\$
ADULTS				
Category 1	60.74	61.66	62.89	64.15
Category 2	43.00	43.65	44.52	45.41
JUVENILES				
14 yrs & under				
Category 1	27.34	27.75	28.30	28.87
Category 2	19.35	19.64	20.03	20.43
15 yrs of age				
Category 1	33.41	33.91	34.59	35.28
Category 2	23.65	24.00	24.48	24.97

**SCHEDULE 1
TABLE D
COVER ALLOWANCES**

Clause No.		1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23
			1.5%	1.5%	1.5%
		\$	\$	\$	\$
Leading					
22.6.1	per week	64.04	65.00	65.98	66.97
22.6.2	per performance	126.69	128.59	130.52	132.48
Supporting					
22.6.1	per week	45.77	46.46	47.15	47.86
22.6.2	per performance	84.46	85.73	87.01	88.32
Featured Ensemble					
22.6.1	per week	24.96	25.33	25.71	26.10
22.6.2	per performance	49.93	50.68	51.44	52.21
Ensemble					
22.6.2	per performance	33.34	33.84	34.35	34.86
Swing					
22.6.2	per week	45.77	46.46	47.15	47.86
Onstage Swing					
22.6.2	per week	45.77	46.46	47.15	47.86

**SCHEDULE 1
TABLE E
OTHER ALLOWANCES**

Clause No.		1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23
			1.5%	1.5%	1.5%
		\$	\$	\$	\$
Assistant Stage Manager					
22.7.1	per week	57.91	58.78	59.66	60.55
Captain					
22.7.2	per week	57.91	58.78	59.66	60.55
Driver/Tour Leader					
22.7.3	per week	77.64	78.80	79.99	81.19
Wardrobe Allowances					
22.8.1 – Each suit etc	per week	11.41	11.58	11.75	11.93
22.8.1 – Min payment	per week	14.66	14.88	15.10	15.33
22.8.1 - each pair of shoes	per week	5.86	5.95	6.04	6.13
22.8.2 - Skating boots	per week	8.60	8.73	8.86	8.99
22.8.2 - Socks and laces	per week	2.89	2.93	2.97	3.02

PCA

TRAVEL ALLOWANCES

AS FROM 1 July 2020

Clause No.	As from 1 July 2020 \$
30.6 Meal allowance between performances	\$28.82 per meal
39.5 Meal allowance during travel	\$28.82 per meal
39.7 Travel to or from airport	\$75.00 per trip
39.8.4 Cash allowance less than 1 week	\$168.51
39.8.5 Reimbursement	
Sydney and Melbourne	\$1287.00 per week
Adelaide, Hobart, Perth & Brisbane	\$908.15 per week
Canberra	\$1106.00 per week
Other places	\$846.56 per week
39.8.9 Cash allowance more than 1 week	\$642.88 per week and \$128.56 per night
39.9 Meals	\$58.48 per day to a maximum of \$292.32 per week
39.10 Incidentals	\$15.92 per day to a maximum of \$79.72 per week
39.16.2 Meal Allowance casual employee	\$28.81 per meal
39.17.2 Motor vehicle allowance	88 cents per kilometre

SCHEDULE 2

AUDITION GUIDELINES AND IMPORTED ARTIST AGREEMENT

AUDITIONS IN AUSTRALIA CODE OF PRACTICE

1. The Employer will cast Australian performers, subject to the imported artist agreement, as below.
2. Auditions should be conducted in a professional and efficient manner.
2. Auditions that take place by distance, including auditions conducted by self-tape or video conferencing, shall count as an audition for the purposes of clause 18 of this agreement.
3. In consideration of the preparation Performers require prior to auditioning, adequate notification of auditions should be given to all concerned. For example, a minimum of one week is preferable, but it is recognised that different circumstances may sometimes make this impossible.
4. The Performer and/or agent should, as appropriate to the particular production, be supplied in advance with:
 - Information about the production and the audition process;
 - A description of the roles being auditioned;
 - Specific requirements to present a speech or to perform a scene or to perform a specific song and whether this is to be chosen by the Performer or the Employer.
5. The Performer should be sent adequate excerpts of the script or score (and/or, if appropriate, a full script, and/or the full musical score), and where possible, a full character synopsis relating to any role/s for which they are to be auditioned, as early as possible and preferably at the time of audition booking. If, however, the Performer is asked during the audition to sing or read specific material, they should be given adequate time to prepare.
6. Audition venues should be of suitable size, properly lit, cleaned, heated and ventilated, and provide a suitable place to wait. Where possible, the producer will provide Performers with an appropriate space to change and prepare.
7. Dance auditions must be conducted on dance surfaces appropriate to the form of dance being performed. Dance auditions should not be conducted on concrete.
8. Auditions should respect the privacy of those involved. Auditions should not be held in public.
9. Filming and recording of auditions may be permitted for genuine audition and casting purposes provided that the Performer's permission is obtained beforehand.
10. Members of the media may be present at an audition, and associated activity permitted, provided that agreement has been reached between the Performer/s and the producer; the Performer's right to decline will be respected. In any event, Performers should be informed of the possibility that media may be present.

11. On arrival at the place of audition, the Performer should be informed of the names of the members of the audition panel verbally or by notice at the audition reception. The Performer should be informed of any special requirements which have not been notified in advance.
12. The producer should endeavour to audition the Performer at the time agreed, and ensure that the Performer has access to drinking water. Should there be any undue delay, the producer should notify the Performer and, if possible, give an estimated revised time, the Performer may, if possible, then attend to other matters in the interim.
13. A responsible person involved in casting, nominated by the producer/director and representing the creative team, shall be present at all auditions.
14. Performers will be advised of the casting process, where possible, bearing in mind that circumstances may change.
15. If a Performer is required to sing at the audition, the producer should provide the services of a capable pianist. The Performer has the option of providing their own pianist, at the initial audition, at their own expense.
16. If the Performer is required to read with another person, that person shall be an experienced suitable professional performer, or if this is not possible, an otherwise competent person.
17. An Performer auditioning for a role requiring an accent and/or singing expertise, shall have at least two weeks to prepare for the audition.
18. The producer shall provide, where reasonable and practicable, access for disabled people.
19. The producer is an Equal Opportunity Employer. The audition process should therefore comply with relevant State and Federal Equal Opportunity and Anti-Discrimination legislation.
20. If requested by the Performer, an officer of the MEAA shall be entitled to be present at the relevant audition, as an observer only, provided reasonable notification has been given to the producer.
21. Self-tapes and audition footage will be securely stored by the Producer at the conclusion of the audition period. The Performer agrees the Producer is entitled to use the footage for casting purposes.

IMPORTED ARTIST AGREEMENT

DATED 24 November 2016

MICHAEL CASSEL GROUP PTY LIMITED (1)

- and -

MEDIA ENTERTAINMENT ARTS ALLIANCE (2)

GUIDELINES FOR THE ENGAGEMENT OF
OVERSEAS PERFORMERS



michaelcasselgroup

+61 2 8006 1334 • INFO@MICHAELCASSEL.COM • MICHAELCASSEL.COM
SYDNEY LYRIC THEATRE, STAGE DOOR, EDWARD STREET, PYRMONT NSW 2009 AUSTRALIA
GPO BOX 1703, SYDNEY NSW 2001 AUSTRALIA

Ref. 2 November 2016, Vs 5

THESE GUIDELINES are made on the 24th day of November 2016

BETWEEN:

- (1) Michael Cassel Group Pty Limited (ABN 72 003 081 285) of GPO Box 1703, Sydney NSW 2001 Australia ("MCG"); and
- (2) Media Entertainment Arts Alliance (ABN 84 054 775 598) of 245 Chalmers St, Redfern NSW 2016 ("MEAA").

INTRODUCTION:

- (A) MEAA commends MCG for being a best practice employer and for its desire, where possible, to engage all-Australian casts. These Guidelines have been developed in recognition of the fact that it may not be possible or desirable in all circumstances to engage an all-Australian cast. It is also recognised that for Australian performers, playing a lead or major supporting role is a career defining opportunity. In the spirit of goodwill, these Guidelines outline the approach the parties will take in the event that MCG considers it necessary to engage an overseas performer.
- (B) MCG is committed to developing the diversity of Australian audiences and their demand for live musical theatre performances, and to the ongoing maintenance and growth of employment and development opportunities for Australian musical theatre performers of all backgrounds.
- (C) Given MEAA and MCG's close working relationship and in the interest of development, transparency and growth, MEAA and MCG have developed these Guidelines with the intention that they form a guide for each live musical theatre production produced by MCG in a lyric theatre in Australia (each referred to as a 'Production') and with a view to forming the basis of a shared approach to the use of overseas performers for each Production.

OPERATIVE PROVISIONS:

1. SCOPE

- 1.1 These Guidelines are intended to guide practices and procedures in this area by a Production. They are not intended to create contractual or other legal relationships or obligations.
- 1.2 These Guidelines rest on the principle that the more information MEAA has available about the casting process, the better MEAA will understand the basis for MCG's decision to engage an overseas performer and thus respond in an informed manner to MEAA membership concerns.
- 1.3 MEAA recognises that creative decisions rest with MCG. MCG recognises that MEAA members have a legitimate expectation that wherever possible, Australian performers shall be engaged. These Guidelines for the open and frank sharing of information reflect the parties' mutual goodwill and their shared commitment to growing a vibrant musical theatre culture in Australia.

2. STATEMENTS OF COMMITMENT

- 2.1 Productions that endorse these Guidelines will endeavour to:
 - (a) maximise employment provided for Australian performers.
 - (b) continue pursuing opportunities for Australian performers through the production and presentation of live musical theatre.
 - (c) explore international touring opportunities to promote Australian performers overseas.

2.2 MEAA acknowledges:

- (a) MCG's commitment to developing employment opportunities in the Australian live musical theatre industry and the significant employment opportunities that MCG's Productions provide.
- (b) the financial risk involved in mounting, producing and presenting such Productions and MCG's commitment to ensuring returns to investors in those Productions.
- (c) the requirement to cast Productions in Australia is subject to MCG's obligations to licensors and rights owners and subject to creative obligations.
- (d) MCG's commitment to international touring, generating new employment opportunities for Australian performers and giving them significant international exposure.

3. CIRCUMSTANCES UNDER WHICH OVERSEAS PERFORMERS MAY BE EMPLOYED

3.1 While relationships with Australian performers are of paramount importance, Productions may engage overseas performers (individuals or Unit Companies) from time to time including for any of the following reasons:

(a) *International performers of renown*

Where an overseas performers of renown will enhance the financial viability, artistic diversity or audience development of a Production.

(b) *Box office criteria*

Where MCG determines that the use of a particular overseas performer will extend periods of employment for Australian performers and/or enhance the financial viability of a Production. A performer in this category will have box office appeal evidenced by widespread acclaim and international recognition.

(c) *Where a role cannot be cast from within Australia*

If at the outset of a Production, MCG foresees special requirements for a particular role which means it might be difficult to cast locally, MCG will send a copy of the casting brief to MEAA at the same time as it is sent to agents.

If it appears to MCG after the first round of auditions that a role might not be able to be cast from within Australia, MCG agrees to provide information about the specific aspect(s) of the role and a summary of the auditioning process for that role to MEAA in sufficiently good time to enable proper consideration of the material and a dialogue to occur between MEAA and MCG. MCG agrees to consider in good faith any constructive suggestions MEAA may have. MCG will provide any further information that MEAA requests (which shall be in writing if requested). All information that MEAA receives may only be shared with Australian National Performers' Committee (NPC) members and will otherwise be kept confidential, except that any information that contains commentary on or details about identifiable performers will not be circulated amongst NPC members except in aggregated, non-identifiable form.

In circumstances where a Production's creative team (director, musical director and choreographer or their nominees) deems that there is no suitable Australian performer available to play a role, with regard to such matters as creative suitability and the desired standard of excellence and/or ethnic, physical, linguistic, vocal or other specific requirements, MCG will import foreign performer(s) to play such role(s).

(d) **Emergency Replacements**

Where an overseas performer is required at short notice to fill a role due to circumstances beyond MCG's control, including but not limited to the illness or injury of an Australian performer, MCG will notify MEAA of the circumstances. MCG will endeavour to fill the role with an Australian performer however MEAA acknowledges that this may not always be practical or possible in such circumstances.

(e) **Unit Companies**

Where an imported Unit Company will enhance artistic diversity or audience development imperatives. "Unit Company" means a company that: is a recognised established company of eminence; has its own specialised or unique performance style; or is a company brought together for a project of recognised renown artistically led by a theatre artist or artists of eminence.

4. PROCESS

- 4.1 Any proposal to engage an overseas performer or Unit Company should be provided to MEAA as early as possible to enable a genuine consultation and as soon as possible prior to any media announcement.

5. WAGES AND CONDITIONS

- 5.1 Wages and conditions for performers will be no less than the minimums set out in the Performers Collective Agreement.

6. TERM

- 6.1 These Guidelines will come into effect on 1 December 2016 and will expire on 30 November 2019.
- 6.2 Either party is at liberty to raise issues of concern about the operation of these Guidelines as circumstances arise. The parties will then undertake a good faith review of the effectiveness of these Guidelines.
- 6.3 Should an instance arise where MCG wishes to import a foreign performer for reasons not identified in this agreement, for example as part of a special event or international concert and/or arena tour in co-production or collaboration with an overseas organisation, MCG and MEAA will discuss each project on a case by case basis. The spirit of this agreement, namely the open and frank sharing of information reflecting the parties' goodwill, will apply to that discussion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, these Guidelines are endorsed as of the date first written above.

For and on behalf of MICHAEL CASSEL GROUP PTY LIMITED (ABN 27 082 689 638) in accordance with Section 127(1) of the Corporations Act 2001 by authority of the Directors:

X 

Michael Cassel
Print Name
CEO
Position
24 November 2016
Date

SIGNED in the presence of:

X 

SAMANTHA WHYTE
Print Name
24 NOVEMBER 2016
Date

For and on behalf of MEDIA ENTERTAINMENT ARTS ALLIANCE (ABN 84 054 775 598) by authority of the Directors:

X 

PAUL MURPHY
Print Name
CHIEF EXECUTIVE
Position
23 NOVEMBER 2016
Date

SIGNED in the presence of:

X 

Zoe Angus
Print Name
23 November 2016
Date



14 January 2019

Zoe Angus
National Director, Equity
Media, Entertainment & Arts Alliance PO Box 723
Strawberry Hills NSW 2012

Dear Zoe,

**EXTENSION OF GUIDELINES FOR THE ENGAGEMENT OF OVERSEAS PERFORMERS
BETWEEN MICHAEL CASSEL GROUP AND MEDIA ENTERTAINMENT ARTS ALLIANCE.**

Michael Cassel Group Pty Limited (MCG) executed a Guidelines for the Engagement of Overseas Performers agreement with the Media Entertainment Arts Alliance (MEAA) on 24th November 2016 (together, the 'parties').

The parties have agreed to vary the Guidelines for the Engagement of Overseas Performers as set out in this letter.

Variation

The parties agree that effective Monday 14th January 2019, Clause 6.1 "TERM" which currently reads:

6.1 These Guidelines will come into effect on 1 December 2016 and will expire on 30 November 2019.

Will be replaced with

6.1 These Guidelines will come into effect on 1 December 2016 and will expire on 30 November 2022.

If the Media Entertainment Arts Alliance agrees with the variation contained in this letter, please sign a copy of this letter where indicated below and return a copy to Michael Cassel Group.

Yours Sincerely,

Todd Lacy
Michael Cassel Group

ZOE ANGUS

I, for and on behalf of Media Entertainment Arts Alliance consent to the variation of the Guidelines for the Engagement of Overseas Performers as set out in this letter.

Signature

Date..... 3 2019

TODD LACY
HEAD OF PRODUCTION
todd.lacy@michaelcassel.com

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GPO BOX 1703, SYDNEY NSW 2001 AUSTRALIA

SCHEDULE 3

Code of Practice for the Employment of Children in Live Entertainment

Employers should comply with the provisions of the Code of Practice for the Employment of Children in Live Entertainment when no other legally binding Code of Practice is in place in the State where the child will be employed. Where such legally binding Code of Practice is in place (ie in Victoria and New South Wales) the Employer is bound by that Code (and any exemptions approved) and not the Code of Practice as outlined below to the extent to which that code, in a particular respect, is superior to the Code of Practice outlined below.

The laws in operation around Australia at the date of publication were:

State	Regulatory instrument	Regulatory body	Contact details
NSW	Children and Young Persons (Care and Protection) Act 1998 Children and Young Persons (Care and Protection – Child Employment) Regulation 2015 – including Schedule 1 – Code of Practice	NSW Government Office of the Children's Guardian	☎ 02 8219 3600 🌐 www.kidsguardian.nsw.gov.au e: kids@kidsguardian.nsw.gov.au
VIC	Child Employment Act 2003 as amended in 2010 Mandatory Code of Practice for the Employment of Children in Entertainment (2014)	Industrial Relations Victoria	☎ 1800 287 287 e: childemployment@dpc.vic.gov.au 🌐 www.irv.vic.gov.au
QLD	Child Employment Act 2006 Child Employment Regulation 2006 (as amended effective 1 January 2007) and the Child Employment Regulation 2016	Queensland Government – Business Queensland	☎ 1300 369 945 ☎ 13 74 68 🌐 www.justice.qld.gov.au 🌐 www.business.qld.gov.au
WA	<i>Children and Community Services Act 2004</i>	Not applicable. The Act broadly exempts the entertainment industry. Follow this Code of Practice.	Department of Communities ☎ 08 9222 2555
SA	None	Not applicable. Follow this Code of Practice	☎ 0882071972 e: agd@agd.sa.gov.au
TAS	None	Not applicable. Follow this Code of Practice	
NT	None	Not applicable. Follow this Code of Practice	
ACT	None	Not applicable. Follow this Code of Practice	

JUVENILE CODE OF PRACTICE

1. General requirement to comply with Code of Practice

- (1) Except as provided for in (3), an employer must not at any time employ a child (under 15 years of age) except in accordance with this Code of Practice, or in accordance with the laws in force in the State in which the child is to be employed.
- (2) Where required under State law, an employer must obtain a permit before causing a child to be employed.
- (3) In States where no child employment laws apply, an employer may employ a child in a manner inconsistent with this Code of Practice if prior agreement is reached with the Media, Entertainment & Arts Alliance (MEAA).

2. Record of Employment and personal information

- (1) An employer must ensure that a record is kept for each child employed.
- (2) The record must include the following particulars:
 - Personal information*
(to be obtained from a parent or guardian before the child commences employment)
 - (a) the name, address and home telephone number of the child;
 - (b) the names, addresses and home, business and mobile telephone numbers (as applicable) of the child's parents or guardians;
 - (c) the name, address and telephone number of any person who has lawful authority to consent to the medical treatment of the child;
 - (d) an authority signed by a person who has lawful authority to consent to the medical treatment of the child consenting to the employer seeking, or where appropriate administering, such emergency medical treatment as is reasonably necessary;
 - (e) the name, address and both personal and business telephone numbers of some other person nominated by the child's parents or guardians as being a person responsible for the child in the event of the parents or guardians being unavailable;
 - (f) the name, address and telephone number of any person who is to be notified of any accident, injury, trauma or illness involving the child;
 - (g) the child's date of birth
 - (h) details of allergies or other relevant medical conditions and needs of the child;
 - (i) details of any dietary restrictions of the child;
 - (j) names, addresses and telephone numbers of the persons who are authorised to collect the child from the employer;
 - Employment information*
 - (k) the nature of the work that the child is employed to carry out;
 - (l) the dates and times of each occasion on which the child is employed;
 - (m) the hours the child worked each day and each week;
 - (n) the date the child started and finished their period of employment;
 - (o) particulars of the place of work/location at which the child is employed on each occasion;
 - (p) the name, address and both home and business telephone numbers (if any) of the child's supervisor on each such occasion.
- (3) The record must be:
 - (a) kept for a minimum period of 6 years, and
 - (b) kept securely, and
 - (c) made available for inspection by the relevant government authority (where applicable).

3. Provision of information about proposed employment

- (1) Before a child commences employment, an employer must ensure that:

- (a) the parent or guardian of the child has sufficient information about the intended role and duties that the child will perform, including the nature of the role or situation that a child is cast in, and the intended employment hours and workplaces;
 - (b) the parent or guardian has consented to the proposed employment.
- (2) If a parent or guardian of a child employed requests a copy of this Code of Practice, the employer must ensure that it is provided to the parent or guardian.

4. Incident register

- (1) An incident register must be maintained to record details in relation to each child employed by the employer of any of the following incidents that occur in the course of the child's employment:
- (a) an accident involving the child,
 - (b) an injury to the child,
 - (c) an incident that is the subject of a complaint made by the child or a parent or guardian of the child in relation to the employment,
 - (d) an event or circumstances involving a breach of this Code of Practice.

Note. Examples of complaints that should be recorded in an incident register include complaints relating to the contract of employment, such as not being paid for services, and more serious complaints, such as allegations of physical abuse or sexual misconduct occurring in the course of the child's employment.

- (2) A record of the incident must also contain the following information:
- (a) the name of the child involved in the incident,
 - (b) the time, date and place the incident occurred,
 - (c) details of any action taken in response to the incident.
- (3) A record of an incident must be made, and kept securely for a period of 6 years from the date on which the incident occurred.

5. Insurance

An employer must ensure that each child is insured under the Workers Compensation regime in the State in which the child is to be employed.

6. Hours of work

- (1) An employer must not employ a child otherwise than in accordance with;
- (a) the times set out in Table A with respect to film and television, radio, shopping centre performances, still photography and modelling or other exhibitions; and
 - (b) the times set out in Table B with respect to theatrical performances.
- (2) An employer must not require a child to work later than 9.00 pm on any day if the child has not been exempted from attending school in the morning on the following day.
- (3) An employer must not employ a child for more than 4 hours on any day on which a child is required to attend school for at least 3 hours.
- (4) The combined time required to fulfill educational requirements and employment in any seven consecutive days, must not exceed 50 hours.

7. Shifts and Rest Breaks

- (1) An employer must ensure that no child is required to start work less than 12 hours after the child has previously finished work, whether for the same or for any other employer.
- (2) An employer must ensure that each child is given:
- (a) within any 4-hour period—an appropriate number of rest breaks, of an appropriate duration, taking into account the age and needs of the child and the nature of the work the child is engaged in, and
 - (b) a 1-hour rest break every 4 hours.
- (3) An employer must not employ a child for more than one shift on any one day.

- (4) An employer must not employ a child for more than 5 consecutive days.

8. Calculation of Time of Employment.

- (1) A child's total period of employment during any period of 24 hours is to be calculated as if the following periods formed part of the time for which the child is employed:
- (a) any time in excess of 45 minutes spent by the child in travelling from home to the place of work;
 - (b) if the employer is responsible for bringing the child to work, any time between the child's arrival at the place of work and the child's actual commencement of work;
 - (c) time spent in preparatory activities;
 - (d) the whole of the time (excluding any rest break required by clause 7.2.(b)) that the child is required to be at work;
 - (e) any time in excess of 45 minutes spent by the child in travelling home from the final place of work;
 - (f) if the employer is responsible for taking the child home from work, any time between the child's finishing work and the start of the child's journey home from work.

9. Schooling requirements

A child of compulsory school-age must not be employed during hours of normal school attendance unless permission is sought to exempt the child from school during school hours in accordance with the regulatory requirements of the State (where applicable).

10. Travel Home

- (1) An employer must ensure that each child aged 12 years or under is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child.
- (2) An employer must ensure that a child aged 13 years or older is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child unless either of the following applies:
- (a) the distance between work and home is less than 10 kilometres and travel home will be completed in the ordinary course within daylight hours or before 6pm, whichever is earlier; or
 - (b) the employer has been provided with written consent from the child's parent or guardian permitting the child to travel home alone, and travel home will be completed in the ordinary course before 8:30pm.

11. Food and Drink

- (1) An employer must ensure that each child is provided with appropriate and sufficient nutritious food, having regard to the age, taste, culture and dietary restrictions of the child.
- (2) The food should be varied and should be served to children at reasonable hours.
- (3) An employer must ensure that water, fruit juice or other such drinks are readily available at all times to each child.

12. Protection from the Elements

An employer must ensure that each child is adequately clothed and otherwise protected from extremes of climate.

13. Punishment Prohibited

An employer must ensure that, while at work, no child is subjected to any form of corporal punishment, social isolation, immobilisation or any behaviour likely to humiliate or frighten the child.

14. Medical Issues

- (1) An employer must not allow a child to work if the child is known by the employer to be ill, to be unfit for work, or to be carrying or to have been exposed to an infectious disease that poses a risk to the health of others in the workplace.
- (2) In the event of a child becoming ill or being injured in the course of the child's employment, or appearing to the employer to become ill, or the child reporting to be feeling ill in the course of employment, the child's employer must ensure that at least one of the child's parents or guardians is immediately notified of that fact, or, if no parent or guardian is contactable, another person nominated by the parent or guardian.

15. Parental Contact

An employer must at all times ensure that each child is able to make contact with his or her parents or with some other person responsible for the child and must facilitate the making of any such contact whenever the child so requests or whenever it is otherwise appropriate to do so in the interests of the child.

16. Recreation Facilities

An employer must ensure that appropriate recreational materials and rest facilities are available for each child during breaks in work, having regard to the age and developmental needs of the child.

17. Dressing Room and Toilet Facilities

- (1) An employer must ensure that facilities exist so that any child is able to dress and undress in private.
- (2) An employer must ensure that clean and easily accessible toilet, hand washing and hand drying facilities are provided at each place of work.

18. Inappropriate roles or situations

- (1) An employer must ensure that no child is cast in a role or situation that is inappropriate to the child, having regard to the child's age, maturity, emotional or psychological development and sensitivity.
- (2) An employer must not allow a child:
 - (a) to be exposed to scenes which are likely to cause distress or embarrassment to the child; or
 - (b) to become distressed in order to obtain a more realistic depiction of a particular emotion or reaction.
- (3) An employer must not employ a child in any situation in which the child is naked, and must ensure that the child is not present when any other person is naked.

19. Supervision

- (1) An employer must ensure that each child is provided with adequate and direct supervision, having regard to the age, sex and degree of maturity of the child, and having regard to the number of children being employed at any one time.
- (2) In particular-
 - (a) if the child is more than 12 weeks old and less than 6 years old, the child is to be supervised by;
 - (i) a parent or guardian of the child or a person nominated by the employer and authorised by the parent or guardian; or
 - (ii) a person with an early childhood qualification; or
 - (iii) a registered nurse, a registered midwife or a registered maternal and child health nurse; and

- (b) if the child is more than 6 years old, the child is to be supervised by a parent or guardian of the child, or a person nominated by the employer and authorised by the parent or guardian, or by an adult with training or experience in the care of children of the age of the child to be supervised, and
 - (c) the child must be in view of the person supervising the child at all times
- (3) An employer must ensure that a supervisor does not have any other responsibilities while supervising children.

20. Babies

- (1) This clause applies to babies who are less than 12 weeks old.
- (2) An employer must not employ a baby for more than one hour on any one day unless –
- (a) a registered nurse, registered midwife or registered maternal and child health nurse is present at all times; and
 - (b) a parent or guardian of the baby is present at all times; and
 - (c) the registered nurse or registered midwife advises the employer that the baby is fit for employment; and
 - (d) the registered nurse or registered midwife advises the employer that the environment in which the baby is to be employed is unlikely to cause the baby to become distressed; and
 - (e) the employer follows the advice of the registered nurse or registered midwife in all matters that relate to the welfare of the baby.
- (3) An employer may employ a baby for one hour or less on any one day provided that –
- (a) one of the baby's parents or guardians is present at all times; and
 - (b) the employer is satisfied on advice from the parent or guardian that –
 - (i) the baby was delivered full term and in good health; and
 - (ii) the baby's birthweight was at least 3 kilograms; and
 - (iii) the baby has not had any post-natal problems; and
 - (iv) the baby is feeding successfully; and
 - (v) the baby's weight gain from birth has been satisfactory.
- (4) An employer who employs a baby must not allow the baby to be exposed to harmful lighting.
- (5) An employer must not allow makeup to be applied to a baby unless the makeup is non-irritating and uncontaminated.
- (6) An employer must not allow any person who is known by the employer to have a respiratory or skin infection to come into contact with the baby.

TABLE A - ENTERTAINMENT and EXHIBITION

Includes: Film, TV, Video, Commercials, Still Photography, Radio, Modelling and Shopping Centre Performances

AGE	HOURS DURING WHICH CHILD MAY BE EMPLOYED	MAXIMUM NUMBER OF DAYS OF EMPLOYMENT IN ANY WEEK	MAXIMUM EMPLOYMENT HOURS PER DAY
UNDER 6 MONTHS	6AM TO 6PM	1	4 HRS
6 MTHS & UNDER 3 YRS	6AM TO 6PM	2	4 HRS
3 YRS & UNDER 8 YRS	6AM TO 11PM	4	6 HRS
8 YRS & UNDER 15 YRS	6AM TO 11PM	5	8HRS

TABLE B - THEATRICAL PERFORMANCES

AGE	HOURS DURING WHICH CHILD MAY BE EMPLOYED	MAXIMUM NUMBER OF DAYS OF EMPLOYMENT IN ANY WEEK	MAXIMUM EMPLOYMENT HOURS PER DAY
UNDER 6 MONTHS	6AM TO 6PM	1	4 HRS
6 MTHS & UNDER 3 YRS	6AM TO 6PM	2	4 HRS
3 YRS & UNDER 6 YRS	6AM TO 9PM	4	4 HRS
6 YRS & UNDER 8 YRS	6AM TO 10PM	4	6 HRS
8 YRS & UNDER 15 YRS	6AM TO 11PM	4	8 HRS

SCHEDULE 4

Local Matters

SCHEDULE 5

Actors Equity Section
Media, Entertainment and Arts Alliance

Michael Cassel Group

MICHAEL CASSEL GROUP PERFORMERS' COLLECTIVE AGREEMENT 2020 - 2024**STANDARD CONTRACT OF SERVICE FOR
SINGLE PLAYS AND/OR PRODUCTIONS****PART 1**

This Contract is dated the: [insert date here] between:

[insert Australian business name & ABN here] (name of Employer) of
[insert registered business address here] (registered address); and

[insert Performer name here] (name of Performer) of
[insert place of residence address here] (ordinary place of residence)
[insert performer email address here] (Performer email address);

JUST/Media Number: [insert JUST/Media Number here]

Equity Number: [insert Equity Number here]

Performer's Agent or Contact: [insert Agency name here]

Representative or Contact: [insert Agent name here]

Address: [insert Agent address here]

Phone: [insert Agent phone here]

Email: [insert Agent email here]

Name of Production: [insert production name here]

Whereby the Employer agrees to engage the Performer under the terms and conditions shown below and overleaf.

1 - PART OR PARTS TO BE PLAYED BY THE PERFORMER

The Performer will be employed in the above Play:

(I) to rehearse and play the following plot:

OR

(ii) to rehearse and play the plot(s) of:

OR

(iii) to rehearse and cover and/or play the plot(s) of:

OR

(iv) to rehearse and play such plot(s) in the said play as the Employer may call upon the Performer to play.

OR

(v) to rehearse and play such plot or plot(s) and rehearse and cover such plot or plot(s) in the said play as the Employer may call upon the Performer to play.

OR

(vi) to rehearse and play as an onstage or an offstage swing performer.

OR

(vii) rehearse and play as understudy the part (s) of:

N.B. Six (6) of the paragraphs above 1(i), 1(ii), 1(iii), 1(iv), 1(v), 1(vi), 1(vii) must be deleted and each page initialed.

Note: The use of this contract is mandatory for Employees engaged below the upper salary limit.

2 - TYPE OF ENGAGEMENT

Engagement shall be as defined in the MCG Performers' Collective Agreement 2020 – 2024 ("the Agreement")

(i) By the week.

(ii) For the specific period up to and including:

(iii) For the run of the play in:
(venue/city/town and state/cities and/or towns and states

(iv) For the run of the play in Australia.

(v) For the run of the play in Australia and New Zealand.

N.B. Four (4) of the paragraphs above, 2(i), 2(ii), 2(iii), 2(iv), 2(v) must be deleted and the page initialed.

3 – TYPE OF CONTRACT

The Performer is engaged as:

(i) Tier 1

(ii) Tier 2

N.B. 1 of the paragraphs above, 3(i), 3(ii) must be deleted and the page initialed.

4 - COMMENCEMENT

(i) Date of commencement of engagement shall be:

(ii) Date of first real rehearsal shall be (on or about):

(iii) Length of rehearsal period (on or about):

(iv) Date of opening performance (on or about):

5 - ENGAGEMENT MONIES**(1) Rehearsal**

Minimum Rehearsal Rate			\$	per week
Loadings				
Cover Loading	Leading	[name of track/cover]	\$	per week
Cover Loading	Supporting	[name of track/cover]	\$	per week
Cover Loading	Featured Ensemble	[name of track/cover]	\$	per week
Captain Loading	Dance Captain		\$	per week
Swing Loading	On/Offstage Swing		\$	per week
Personal Margin			\$	per week
Total Negotiated Rehearsal Rate			\$	per week

(2) Performance

Minimum Performance Rate	Tier 1 or 2		\$	per week
Loadings				
Cover Loading	Leading	[name of track/cover]	\$	per week
Cover Loading	Supporting	[name of track/cover]	\$	per week
Cover Loading	Featured Ensemble	[name of track/cover]	\$	per week
Captain Loading	Dance Captain		\$	per week
Swing Loading	On/Offstage Swing		\$	per week
Personal Margin			\$	per week
Total Negotiated Performance Rate			\$	per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

6 - TRAVEL ALLOWANCE

- (a) Where an Employee is required to work away from their place of residence as set out in Part 1, the travel allowance provisions of this Agreement shall apply.
- (b) In accordance with sub clause 11.23 of the Agreement the production is/is not a local show.

7 - SUPERANNUATION

- (a) In accordance with the Superannuation clause of this Agreement the Employer shall pay superannuation contributions to MEDIA SUPER on behalf of the Performer.
- (b) The Employer shall take all necessary action to confirm whether or not the Performer is a member of MEDIA SUPER.
- (c) In the event the Performer is not a member of MEDIA SUPER and confirms that he/she is a member of another complying fund the Employer shall pay the Employees superannuation contributions to that fund.

8 - SPECIAL CONDITIONS

Any special conditions (including any negotiated additional Performance Loadings) agreed upon by the Performer and the Employer are set out in Appendix A of this contract provide that such special conditions shall not be inconsistent with the terms of the Agreement.

9 - BILLING/PUBLICITY

- (a) The Performer's name and spelling of the same in this contract shall be used for billing and program purposes.
- (b) Where the Employer releases biographical material of the Performer for the purpose of publicising and/or in any way promoting the Production the Performer shall have the right of approval over such material.

10 – RECORDINGS

9.1 Archival Recording

- (i) The Employer intends to record the Performer's performance for archival purposes in accordance with Clause 41 of the Agreement and seeks the Performer's consent to so record a performance.
- (ii) The Employer does not (at this time) intend to record the Performer's performance for archival purposes (in accordance with Clause 41 of the Agreement).

NB: Either 9.1(i) or 9(ii) must be deleted.

11- JURISDICTION

This contract is made and is subject to the Laws of New South Wales, Australia.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**SIGNED ON BEHALF OF EMPLOYER BY ITS
DULY AUTHORISED OFFICER:**

Signed: _____

Name: _____

Position: _____

Date: _____

SIGNED BY EMPLOYEE:

Signed: _____

Name: _____

Role: _____

Date: _____

**SIGNED BY PERFORMER'S AGENT OR
CONTACT (if applicable):**

Signed: _____

Name: _____

Agency Name: _____

Date: _____

N.B. Unless the Performer's Agent can produce Power of Attorney, this contract must be signed by the Performer.

The Employer warrants that this contract is the standard form contract as set out in Schedule 5 of the Michael Cassel Group Performers' Collective Agreement 2020 - 2024.

PART 2

GENERAL CONDITIONS

1. The terms and conditions of the Michael Cassel Group Performers Collective Agreement 2020 - 2024 for as altered and/or replaced shall apply and form part of this Contract as if the same were written herein.
2. The Performer is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise their talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Michael Cassel Group Performers Collective Agreement 2020 - 2024.
4. A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.
5. The Employer reserves the right to stand down the Performer in accordance with the provisions of the terms of engagement clause of the Michael Cassel Group Performers Collective Agreement 2020 - 2024.
6. This Contract may only be varied or modified in writing, signed by all the parties to the Contract.
7. This Contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The total negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to the definitions clause does not include any additional payments payable under the Agreement.
9. Except in the case of an emergency the Employer shall provide the Performer with a Contract at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this Contract.

Unless there are reasonable grounds for not doing so the Performer shall sign and return the Contract within 14 days of receipt.
10. Notices concerning Employees generally from the Employer sent to the Performer's last known email address or the Representative's last known email address will be held to be valid notices.
11. Unless the Performer otherwise advises in writing, the email addresses for the service of notices under this Contract shall be the email address of their agent and/or Performer email address; or if the Performer is unrepresented the Performer's email address as specified in Part 1 of this contract. Notices shall be in writing and may be hand delivered or sent by email.
12. One copy of the agreement duly executed by the Performer shall be retained by the Employer (a further copy will be retained for office procedures only); one copy duly executed by the Employer shall be retained by the Performer.
13. The Employer shall provide access to copies of the "Entertainment Industry Safety Guidelines" to the Performer.

PART 3

RULES OF THE THEATRE

1. The Performer shall notify the producer or company manager of any change to their address, phone number or email address.
2. All parts written or printed are the property of the Employer and shall be returned to the Management whenever notice to that effect is given.
3. The Performer shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the Employer in so far as such last mentioned rules do not conflict with the terms of the contract and the Agreement.
4. No Performer shall alter their part or omit any portion thereof without the express permission of the Employer or its representative or disobey or neglect to carry out the reasonable directions of the Producer, Company Manager, Stage Manager, Director, Musical Director, Musical Supervisor, Choreographer; or their representatives.
5. The Performer shall not introduce words or any material into their performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Performer with the Employer's consent the Performer warrants that he/she has the right to use such material and is not infringing any copyright.
6. The Performer shall be in the Theatre throughout the half hour immediately before the rise of the curtain (unless required by the Employer to be in the theatre prior) and shall remain until the fall thereof unless (in either case) he/she has the express permission of the Employer to be absent.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (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.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3447

Applicant:
Michael Cassel Group Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michel Maree Hryce, Director, People and Culture have the authority given to me by Michael Cassel to give the following undertakings with respect to the Michael Cassel Group Performers' Collective Agreement 2020- 2024 ("the Agreement"):

1. **Annual Leave:** Clause 37.4 provides that where an employee's engagement terminates prior to completion of 12 months continuous employment and the employee receives payment of accrued annual leave, no loading is payable on such leave. This appears inconsistent with s.90 of the Act.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. **Personal/ Carers' Leave:** Clause 43.2 provides that the employee shall within 24 hours of commencement of the absence inform the employer of their inability work, and provide evidence satisfactory to the employer within 48 hours of the commencement of the absence. This appears inconsistent with s.107 of the Act.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Monday 30 November 2020

Date