

**[Production Company Name] – Crew Enterprise Agreement
2018 - 2021**

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1. Application and Operation of Agreement

Title

- 1.1 This Enterprise Agreement is called the [insert company name] Crew Enterprise Agreement 2018 - 2021.

Term

- 1.2 This Agreement will operate from seven days after the approval of the Agreement by FWC and the nominal expiry date is 31 December 2021.

Scope of Agreement

- 1.3 This Agreement applies to:
- (i) [insert company name] Pty Ltd (A.C.N. insert A.C.N.)
 - (ii) all production (crew) employees employed by the Employer to work on the Production, listed in the classifications at Schedule B of this Agreement; and
 - (iii) the Media Entertainment & Arts Alliance (*MEAA*).

Relationship with Other Awards/Agreements

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Award 2010), any notional agreement preserving a state award or other federal award as amended, replaced or superseded from time to time that might otherwise have application to the employment of the Employees.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

2. Definitions and Interpretation

Act means the Fair Work Act 2009, as amended.

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

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

Classifications means the classifications set out at Schedule A.

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

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

Distant Location means a location more than 30km away from either the GPO of the capital city in which the Employer's usual place of business is based and where Employees are accommodated overnight away from their usual place of residence during the Production.

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

Employer means [insert company name] Pty Ltd (A.C.N. insert A.C.N.) .

Flat Fee Employee means an Employee who agrees to be employed on a flat fee arrangement and who generally determines his or her own call and is a Head of Department or in a senior management position. The minimum Weekly Rate for a 5-day flat fee arrangement must be at higher than the minimum 38 hour week rate set in this Agreement for an Employee in the same classification level as the Flat Fee Employee.

FWC means the Fair Work Commission.

Hourly Rate means:

- (a) in the case of Employees engaged on a 50 hour week, the Employee's Weekly Rate divided by 55;
- (b) in the case of Employees engaged on a 40 hour week (or part time employees), the Employee's Weekly Rate divided by 41;
- (c) in the case of Employees engaged on a 38 hour week (or part time employees), the Employee's Daily Rate divided by 38;
- (d) in the case of Employees engaged on a 10 hour day, the Employee's Daily Rate divided by 11;
- (e) in the case of Employees engaged on an 8 hour day or less, the Employee's Daily Rate divided by the number of hours for which he or she is engaged.

MEAA means the Media, Entertainment and Arts Alliance.

NES means the National Employment Standards.

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

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

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

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

Production means the theatrical motion picture with the working title "Insert Film Title".

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

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

Week Day means any 5 consecutive days from Monday to Saturday.

Weekly Rate means the negotiated rate for the Employee's contracted weekly hours exclusive of any additional overtime or loadings unless specified.

3. Employment Contracts and Hours of Work

Types of Employment Contracts

- 3.1 A Full Time Employee means a person engaged by the week to work 38 ordinary hours per week, and who may be contracted to work scheduled overtime on any one of the following bases:
- (a) 7.6 hours per day, 5 days per week (38 hours)
 - (b) 10 hours per day, 5 days per week (50 hours)
 - (c) 12 hours per day, 5 days per week (60 hours)
- 3.2 A Part-time Employee means a person engaged on a weekly basis for less than 38 hours per week. Part-time employees accrue entitlements on a pro-rata basis.
- 3.3 A Casual Employee means a person engaged on a daily basis.
- (a) Casual employees are entitled to a minimum of 10 hours' work, except for (i) hair and makeup casuals where the minimum call will be 5 hours; and (ii) casuals engaged at distant locations or in the transport departments, where the minimum call will be 4 hours.
 - (b) A Casual employee must be paid on the minimum rates of pay set out in Schedule A for all hours worked.
- 3.4 A Flat Fee Employee is contracted on a flat fee arrangement that does not specify a minimum number of hours but does specify a number of days in the week, which can be from 5 to 7 days.
- (a) If a 5 day or 6 day flat rate is agreed, a rate must be specified for the 6th and 7th days, as applicable.
 - (b) Flat fee employees are not entitled to overtime or night loadings.
- 3.5 Unpaid work experience and internships will only be engaged during the production if they form a mandatory part of an education or training course.
- These arrangements will only be considered if:
- (a) Undertaken as a requirement of an Australian based educational or training course; and
 - (b) Authorised under a law or an administrative arrangement of the Commonwealth, a State or Territory.

Standard Working Week

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

Extended Working Week

- 3.7 The Employer will endeavour to balance the reasonable and legitimate needs of production with the health, safety and welfare considerations of Employees, including their family responsibilities.
- 3.8 An Employee may be required to work reasonable overtime on a sixth day in any week in any of the following circumstances:
- (a) Where work is performed on a bona fide location away from home;
 - (b) Rescheduling due to unexpected unavailability of lead cast or other key elements of the Production;
 - (c) Sickness and/or injury of key cast;
 - (d) Rescheduling or scheduling to meet an urgent delivery date or in circumstances where delays during production or location scheduling issues were unforeseen at the commencement of principal photography;
 - (e) Where the production involves a total engagement of 4 weeks or less;
 - (f) Where work is performed in a Capital City and the extended working week is required no more than one week in six;
 - (g) Circumstances beyond the reasonable control of the Employer; or

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

4. Continuous Hours

- 4.1 An On-Set Employee may be required to work Continuous Hours as elected by the Employer in accordance with this clause.
- 4.2 Employees will be notified of the decision to work Continuous Hours no later than the later of the notification of the call time for the day or the end of work on the previous day.
- 4.3 Where Continuous Hours are worked on any day by an On-Set Employee, Clauses 13.5 – 13.10 of this Agreement shall not apply to the On-Set Employee provided that the conditions are met:
- (a) Meal and rest breaks are to be provided to Employees where possible.
 - (b) The Employer shall provide adequate facilities such as seating, toilets, and washing facilities in the immediate vicinity of the set for the duration of the day.
 - (c) A nurse is to be available to all crew as required.
 - (d) The Employer shall provide the Employee with a reasonable hot breakfast (meaning a meal appropriate for the time of day), prior to general crew call time (i.e. unpaid meal break prior to the commencement of the 10 day hour day).
 - (e) The Employer shall ensure that substantial craft services (which shall mean nutritious food, e.g. buffet, sandwiches, cheese, bread rolls and spreads, fresh fruit, yoghurt, tea/coffee/ juices) are available to the Employee for extended periods from general crew call time until camera wrap.

- (f) Subject to paragraph (g) below, overtime will be payable in accordance with this Agreement except where camera wrap is not at the end of the 10th hour, in which case, time from the beginning of the 11th hour until camera wrap will be paid at 3 times the Hourly Rate.
 - (g) An additional 18 minute grace period may be called prior to the completion of the 10th hour, to start at the beginning of the 11th hour. The grace period shall be used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Where the grace period applies, normal overtime rates will be payable. If the grace period ends before camera wrap, then time from the beginning of the 11th hour until camera wrap will be paid at three times the Hourly Rate.
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5. Overtime & Loadings

General

- 5.1 An Employee may be required to work reasonable Overtime in addition to his or her contracted hours of work. Such Overtime must be authorised by the Unit Production Manager or his/her delegate and only authorised Overtime will be paid.
- 5.2 It is understood that, in keeping with industry practice, employees may have agreed to work additional hours. In some circumstances, the working of additional hours may be unreasonable having regard to section s62(3) of the Fair Work Act, in which case an employee may refuse to work unreasonable additional hours, and will raise this matter with their supervisor.
- 5.3 Overtime shall be calculated and paid in six minute increments.
- 5.4 Where overtime is worked on any day on which ordinary hours are not worked, payment will be as for a minimum of four hours worked.

Daily Overtime

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

Sixth Day Overtime

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

Seventh Day Overtime

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

Night Loadings

- 5.8 A Non Set Employee called to work between 6:00am and 8:00pm will be entitled to an additional 10% pay loading for all time worked between 8:00pm and 6:00 am.
- 5.9 A Non Set Employee called to work between 8:00pm and 4:00am will be entitled to an additional 20% pay loading for all time worked.

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

The minimum rates of pay for Employees are set out in Schedule A. The rates will be adjusted from 1 July every year by an increase of one percent (1%).

7. Employment Contracts

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

8. Payments to Employees

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

9. Superannuation

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

10. Termination of Employment

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

Cancellation and Postponement - Casual Employees

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

11. Commencement Hours and Place of Call

- 11.1 Hours of work shall commence at the nominated place of Call as determined by the Employer.
- 11.2 For the purposes of this Agreement, a nominated place of Call shall mean a place, nominated by the Employer, within 30 kilometres of either the GPO of the capital city in which the Employer's usual place of business is based, or Village Roadshow Studios or Fox Studios Australia, or in the case of a Distant Location, within 20 kilometres of the Employee's accommodation provided by the Employer.

12. Call Times

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

13. Breaks

Turnaround

- 13.1 An Employee who is required to work on consecutive days is entitled to a minimum rest period of 10 consecutive hours from the time he/she is released on one day to their re-commencement of work.
- 13.2 In the case of a single day off, the Employee shall receive a minimum rest period of 34 hours from the time he/she is released on one day to their recommencement of work.
- 13.3 Where the turnaround prescribed in 13.1 or 13.2 is not provided, the Employee shall be paid at 3 times the Hourly Rate for the period of the shortfall in lieu of the payment otherwise applicable.
- 13.4 The Employer will use its reasonable endeavours to provide two consecutive days off per week where a five-day week is contracted.

Meal Breaks

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

14. Personal/Carer's and Compassionate Leave

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

15. Annual Leave

- 15.1 A full-time Employee is entitled to 20 days of annual leave per year of service that accrues progressively and accumulates from year to year. An Employee's payment while on annual leave is calculated on the basis of his or her Weekly Rate. A part-time Employee accrues annual leave on a pro rata basis.
- 15.2 Annual leave that is accrued but not taken will be paid at the end of the period of engagement.
- 15.3 The entitlements under this clause do not apply to any Casual Employee.

Taking annual leave

- 15.4 An Employee is entitled to take annual leave if:
- (a) The Employee has accrued that amount of annual leave; and
 - (b) The Employer has approved the taking of annual leave subject to the operational requirements of the production.
- 15.5 MEAA acknowledges that due to the unique nature of film production, it is reasonable that periods of annual leave are not taken during the course of production (other than during a production hiatus).

- 15.6 An Employee may be directed to take a period of annual leave with the provision of at least one month's notice if:
- (a) The Employer shuts down the production or part of the production; and
 - (b) The Employee has accrued the amount of leave required for the period of the shut-down.
- 15.7 If the Employee has not accrued sufficient leave to cover the period of the shut-down, the Employee may be required to take leave without pay during the period, provided the Employer gives at least one month's notice.
- 15.8 If a shutdown or hiatus (including in accordance with Clause 8.3) takes place over a period that includes public holidays and the Employee has accrued sufficient annual leave that, if the Employee elected to use that annual leave, it would reach the public holidays, then the Employee must be paid those public holidays. This will apply irrespective of whether the Employee elects to be paid accrued annual leave as at a hiatus or upon completion of the Employee's services on the Production.
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16. Public Holidays

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

Work on a Public Holiday

- 16.4 An Employee may be required to work on a public holiday and, if so, is entitled to payment for hours worked up to and including the 14th hour at the rate of 2.5 times the Hourly Rate and thereafter at 3 times the Hourly Rate.
- 16.5 Notwithstanding the above and by agreement of the majority of the affected Employees, a public holiday may be worked at the ordinary rate of pay provided another paid day off from work is substituted in its place.
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17. Travelling, Accommodation & Allowances

Travel – General

- 17.1 All travel required:
- (a) between the daily commencement of work at the place of call and the daily conclusion of work at the place of call; or

- (b) to or from a location, falling outside the 30 kilometre radius described in Clause 11.2;
or

will be provided by the Employer or the Employee may arrange their own travel. If the Employee is required by the Employer to use his/her own motor vehicle to carry equipment, the Employee will be paid the vehicle allowance in accordance with Clause 17.14 provided that:

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

- 17.2 Interstate or intrastate travel will be paid at single time capped at 8 hours with a minimum of 4 hours in a 24 hour period unless during the week and part of the Employee's weekly rate.
- 17.3 Travel to and from overnight international locations which is not a day of work will be paid at the Hourly Rate capped at 10 hours in a 24 hour period.
- 17.4 Economy class shall be utilised for air, rail or sea transport. Charter aircraft may be utilised where no regular commercial service is available. Transport to and from terminus, airport, and final destination shall be provided by the Employer.
- 17.5 The Employer will not require an Employee to travel by a form of transport to which the Employee has a bona fide objection for safety reasons.
- 17.6 The Employer will not require the Employee to travel by a non-commercial carrier charter flight without contacting MEAA and agreeing on appropriate insurances for the Employees.

Travel – Location

- 17.7 Where an Employee is required to travel to or from a nominated place of call beyond the applicable radius described in Clause 11.2, such travel beyond the applicable radius to the place of call will be regarded as time worked, provided that any turnaround calculation for the purposes of Clauses 13.1 to 13.3 is undertaken by reference to the applicable radius.
- 17.8 Where by agreement of the Employer, the Employee arranges his/her own transport to and from such a place of call, time spent in travel will be regarded as time worked and will be timed by the Employer's location manager, for the distance travelled outside of the applicable radius described in Clause 11.2 by the shortest practicable route at the time of day at which crew will be travelling.

Meal Allowances

- 17.9 An Employee travelling to or from a distant location or who is on a distant location during a meal period in accordance with clauses 13.4 – 13.10 will be provided with such meal by the Employer or receive a meal allowance in lieu.
- 17.10 While an Employee is on a distant location the following meal allowance will be paid weekly in arrears (unless paid as a lump sum):

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

Breakfast	\$16.50
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Lunch and Supper if applicable	\$18.60
Dinner	\$28.50

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

Vehicle Allowances

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

Motor Car	\$0.85 per kilometre
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Accommodation

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

Accommodation & Laundry Allowances:

17.13 The following allowances are payable where:

Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided.	\$11.80 per day
Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps.	\$23.40 per day
Where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping.	\$46.60 per day
Where the Employee is accommodated and is not provided with access to a laundry or, at the Employer's expense, access to a regular laundry service	\$13.50 per day

18. Credits

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

19. Personal Protective Equipment & Facilities

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

20. Hazardous Duty

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

21. Dispute Resolution (Grievance) Procedure

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

22. Film Industry Safety Code

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

23. Consultation Procedure

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

24. Individual Flexibility Arrangement

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

Schedule A – Classification Levels and Minimum Rates of Pay

Position	Hourly Rate	Rate/38 Hour Week	Rate/50 Hour Week
Level 1	\$21.81	\$828.78	\$1200.00
Runner, Production Assistant - offset Producer's Assistant Director's Assistant All Dept Runners Driver Labourer Unit Assistant Off-set Production Assistant Art Dept Runner Chaperone Accounts Assistant/Clerk On set Assistant 3 rd Assistant Editor Sound Utility			
Level 2	\$22.72	\$863.36	\$1250.00
Junior Model Maker Armoury Assistant Extras Casting Assistant Stage Hand			
Level 3	\$23.63	\$897.94	\$1300.00
Costume Assistant Draughtsperson Props Buyer Junior Grip Junior Rigging Grip Junior Lighting/Rigger Locations Assistant			

SFX Assistant Technician – Junior			
Level 4	\$24.55	\$932.90	\$1350.00
Senior On-set Production Assistant Production Secretary Assistant Accountant Costume Buyer Trade Assistant Design Assistant (Art Dept)			
Level 5	\$25.55	\$970.90	\$1400.00
3 rd Assistant Director Extras Casting Coordinator Model Maker 2 nd Assistant Standby Props Junior Prop Maker Swing Labour Truck Loaders Video Split Assistant Standby Costume Assistant Assistant Extras Coordinator			
Level 6	\$26.36	\$1,001.68	\$1450.00
Unit Assistant Manager			
Level 7	\$27.27	\$1,036.26	\$1500.00
Hair & Makeup Assistant Carpenter/Painter/Sculptor Assistant Animal Wrangler Data Wrangler Assistant Armourer			

Animal Department Coordinator Assistant Costume Art Finisher Sewer/Maker SFX Assistant Technician 2 nd Assistant Editor/VFX Assistant Editor Assistant Location Manager			
Level 8	\$29.09	\$1,105.42	\$1600.00
Grip Assistant Assistant Lighting Technician/Rigger Set Dresser SFX Coordinator Costume Coordinator Assistant Standby Props Rigging Grips Assistant SFX Buyer Assistant Boom Operator Transport Coordinator Sound Assistant Standby (Costume)			
Level 9	\$30.00	\$1,140.00	\$1650.00
Assistant Production Coordinator			
Level 10	\$30.90	\$1,174.20	\$1700.00
2 st Assistant Accountant/Payroll 2 nd Assistant Camera Construction Coordinator Senior Model Maker Props Coordinator			

Senior Props Buyer Data Manager (post-production)			
Level 11	\$31.82	\$1,209.16	\$1,750.00
Lighting Technician Lighting Rigger Generator Operator Board Operator Grip Standby Carpenter Standby Painter Greensman/Standby Greensman Rigging Grip			
Level 12	\$32.73	\$1,243.74	\$1800.00
Nurse Electrician, Rigging Crew Chief Boom Operator Mechanic Art Department Coordinator Illustrator/Concept Artist Graphic Designer Assistant Property Master 2 nd 2 nd Assistant Director Extras Coordinator Buyer (Costume) Rigging Senior Grip Junior Makeup Artist On-set Location Manager Locations Coordinator Senior Lighting Technician Rigger			

Stunt Assist Leadperson Senior Prop Maker Location Scout			
Level 13	\$33.64	\$1,278.32	\$1850.00
Patternmaker/Cutter Set Designer Costume Art Finisher Greens Foreman Leading Hand			
Level 14	\$34.55	\$1,312.90	\$1900.00
Extras Casting Director SFX Technician			
Level 15	\$36.36	\$1,381.68	\$2,000.00
1 st Assistant Accountant 2 nd Assistant Director Standby Props Hair & Makeup Artist Senior Mechanic Safety Assistant SFX Technician SFX Rigging/Striking SFX Buyer Breakways Technician 1 st Assistant Editor Animal Wrangler Assistant Art Director			
Level 16	\$38.18	\$1,450.84	\$2,100.00
Dolly Grip Stabilised Head Technician, Crane Grip Telescopic Weapon Maker			

Pattern Maker Sculptor Mould Maker Foreman			
Level 17	\$39.09	\$1,485.42	\$2,150.00
Transportation Manager Unit Manager			
Level 18	\$40.00	\$1,520.00	\$2,200.00
Best Boy Grip Lighting Best Boy Assistant Vehicle Coordinator Assistant Costume Designer Key Standby (Costume) Principal Cutter Best Boy, Rigging best Boy Rigging Best Boy Grip Production Coordinator			
Level 19	\$41.82	\$1,589.16	\$2,300.00
Stunt Rigger Vehicle Coordinator Video Split/Video Assist/Video Playback			
Level 20	\$43.64	\$1,658.32	\$2,400.00
1 st Assistant Camera Props Manufacture 2IC Assistant Set Decorator			
Level 21	\$45.45	\$1,727.10	\$2,500.00
Production Accountant Script Supervisor Head Animal Trainer			

Key Hair & Makeup Artist, Wig Coordinator Sound Designer / Supervisor, Sound Mixer Senior Illustrator 2IC Sculptor Key Rigging Grip Rigging Gaffer VFX Editor Digital Imaging Technician Supervising Foreman Prosthetics/SFX Makeup Artist Core Location Manager (not HOD)			
Level 22	\$47.27	\$1,796.26	\$2,600.00
Production Accountant Key Grip Gaffer Key 2 nd Assistant Director			
Level 23	\$48.18	\$1,830.84	\$2,650.00
SFX Electrical Engineer SFX Senior Technician			
Level 24	\$49.09	\$1,865.42	\$2,700.00
Head Stunt Rigger			
Level 25	\$50.09	\$1,903.42	\$2,800.00
Scenic Artist Art Director Location Manager (HOD) Safety Supervisor Head Greensman SFX Foreman On-set SFX Workshop Supervisor			

Lead Senior Technician Property Master			
Level 26	\$54.54	\$2,072.52	\$3,000.00
Armourer Key Armourer Construction Supervisor Costume Supervisor Stills Photographer Sound Recordist / Sound Mixer HOD Sculptor Fight Choreographer Editor Head Scenic Head of Props Manufacture Assistant Stunt Coordinator Set Decorator			
Level 27	\$58.18	\$2,210.84	\$3,500.00
Hair and Make Up Supervisor			
			\$3,500 FLAT 5 DAYS
Supervising Art Director 1 st Assistant Director Production Manager SFX Supervisor Financial Controller			
Level 28			\$4,000.00
Costume Designer			\$4,000 FLAT 5 DAYS
Level 29			\$4,500

Steadicam Operator			
Level 30	\$90.19		\$5,000
Camera Operator			
			\$5,000 FLAT 5 DAYS
Production Designer Unit Production Manager			
Level 31			\$5,500
			\$5,500 FLAT 5 DAYS
Stunt Coordinator			
Level 32			\$7,500.00
			\$7,500 FLAT 5 DAYS
Director of Photography			

[Suggest the following positions which are engaged on flat 5 day week rates be removed from the Agreement:

Production Designer
Supervising Art Director
Unit Production Manager
Production Manager
Financial Controller
Costume Designer
Director of Photography
Camera Operator

The following positions were removed as this Agreement does not apply to post production:

Dialogue Editor, Effects Editor, Foley Editor, Foley Recordist, Foley Artist, Music Editor]

Schedule B

Dispute Resolution

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

Procedure

- 1.4** The procedure is as follows:
- (a) The grievance, claim or dispute shall be discussed between the employee/s concerned and their immediate supervisor/s (**Stage 1**);
 - (b) If not resolved, the grievance, claim or dispute shall be discussed between a representative of the employees and a representative of the employer (**Stage 2**);
 - (c) If agreement has not been reached, the grievance, claim or dispute shall be discussed between the employees, the employer, and MEAA and/or the employee's representative (**Stage 3**);
 - (d) If the matter remains unresolved, then the matter may be referred by any party to the Fair Work Commission (**Stage 4**).
- 1.5** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) By any method it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the dispute is unable to be resolved at the first stage, the Fair Work Commission may then:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may use all the powers available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purposes of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 1.6** While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health and safety; and
- (b) An employee must comply with a direct given by the employer to perform other available work at the same workplace or at another workplace, unless:
 - (i) The work is not safe; or
 - (ii) Applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) The work is not appropriate for the employee to perform; or
 - (iv) There are other reasonable grounds for the employee to refuse to comply with the direction.

1.7 The parties to the dispute agree to be bound by a decision of the Fair Work Commission in accordance with this clause. While the dispute is being resolved the parties agree to respect the status quo.

Schedule C

Consultation Regarding Major Workplace Change

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

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

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

(4) If:

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

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

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

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

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

Change to regular roster or ordinary hours of work

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

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

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

(12) If:

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

the employer must recognise the representative.

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

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

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

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

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

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

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

(16) In this term:

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

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

Schedule D

Individual Flexibility Arrangements

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

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

Signed for and on behalf of
[insert company name] Pty Ltd
by its duly authorised representative:

Signature of authorised representative

Name of authorised representative
(please print)

Capacity

Date

Address

Signed for and on behalf of
Media Entertainment & Arts Alliance

Signature

Name

Capacity

Date
245 Chalmers Street, Redfern, NSW 2016
Address