



# COVID-19 SUSPENSION OF PRODUCTION

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## CLAUSE FOR CAST/CREW EMPLOYEES

The parties acknowledge and agree that the circumstances of the Coronavirus (COVID-19) pandemic are extraordinary and unique. Consequently, while the production has been set up to minimise contact between production personnel, the Producer may be required due to COVID-19 to suspend production or part of production and stand down employees.

In the event that due to a Government directive, or where the Producer is given medical or expert advice that production needs to be suspended due to circumstances caused directly by the COVID-19 pandemic, and as a result of this an employee cannot be usefully employed, the employee may be stood down without pay pursuant to section 524 of the Fair Work Act until such time as is necessary to allow production to safely recommence.

In the event of a suspension under this clause, the following shall apply:

- i. The employee will receive written notice of the suspension and resumption by email.
- ii. The Producer will also send a copy of the notice to [ceo@meaa.org](mailto:ceo@meaa.org) and include contact details for the nominated production representative with whom consultation can occur.
- iii. If the decision to suspend production is based on expert or medical written advice received by the production, the Producer will share the advice with employees and MEAA but only to the extent that it does not disclose confidential, sensitive personal or commercially sensitive information.
- iv. Service continues during any period of suspension. This means that applicable leave continues to accrue to cast and crew and that other Agreement provisions relating to confidentiality, making statements, assignment of rights and/or supplying information also continue to apply.
- v. Employees may elect to take accrued annual leave for some or all of the period of suspension.
- vi. Employees will be entitled to be paid for any public holiday that falls within the period of suspension that they would otherwise have ordinarily worked.
- vii. Payment will immediately recommence from the time that work is resumed.
- viii. MEAA and the employee reserves rights in relation to whether daily Artists or crew members whose call falls prospectively within the period of suspension may be entitled to payment pursuant to the provisions of ATPA clause 23, AFFCA clause 19 or MPPCA clause 29.
- ix. An Artist engaged under ATPA is entitled to take other employment within the period of suspension, subject to the provisions of ATPA clause 29(c)(iv)-(v). Members of crew are entitled to take other employment within the period of suspension without prejudice to their ongoing contract of employment.
- x. In order for the Producer to continue to meet the requirements of agreements in

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place with the broadcasters and/or financiers, the Producer and the employee may by mutual written agreement, prior to the contracted end date, extend the period of engagement by a period equal to all or part of the period of suspension. Agreement will not be unreasonably withheld.

- xi. If the Production receives funding or financial assistance designated as funds for payment of Cast and Crew during the period of suspension, the Producer warrants that it will utilise these funds to limit the effects of the stand down on affected employees – including but not limited to the payment of paid pandemic leave in preference to unpaid stand down.

The Producer undertakes to:

- i. provide as much prior notice of a stand down as is reasonably possible (which may be effective immediately depending on the circumstances);
- ii. provide as much prior notice of a resumption of work as is reasonably possible;
- iii. use its best endeavours to provide useful employment to affected employees;
- iv. keep employees and MEAA informed during the stand down;
- v. act in accordance with the law;
- vi. act in a manner consistent with the Producer's obligation to provide a safe working environment.

The parties agree that any dispute that arises in relation to the application of this clause can be referred to the Fair Work Commission under section 526 of the Fair Work Act.

In the event of inconsistency between this clause and any other applicable contractual obligation between the Producer and its employees, this clause will prevail.