Actors Television Programs Agreement, 2008

1. TITLE

This Agreement shall be known as the "Actors Television Programs Agreement 2008".

2 SAVINGS AND FAVOURED NATIONS

(i) The Actors Etc. (Television) Award 1998 as varied shall subsist with respect to work carried out as (1) advertising films or (2) television programs other than work to which this Agreement applies.

(ii) In the event that MEAA enters into an agreement with an employer who is not a SPAA Member on terms that are more favourable to the employer than the terms provided herein, MEAA will disclose to SPAA the terms of such agreement and MEAA will give SPAA the opportunity to replace this Agreement with such other agreement.

3. ARRANGEMENT

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4 DEFINITIONS AND INTERPRETATION

4.1 In this Agreement, unless the context otherwise requires:

"Aggregate Fee" means the sum total of the Artist's BNF and any or all Repeat Fees, Australian Ancillary Usage Fees and Residual Fees provided for by ATRRA purchased at the time of Engagement but does not include any overtime.

"Ancillary Usage" means the usage of a Program arising from the licensing of the copyright of the Program by the owner of that copyright for any or all purposes excluding Free Television and associated community antenna reception installations, Pay Television and theatrical purposes and including but not limited to usage in ships at sea, aircraft, buses, or hotels and for usage on home video, closed circuit television, video cassettes, video cartridges, video discs, wire transmission, linear webcasting and any other form of mechanical and/or electronic reproduction now known or hereafter devised.

"Artist" means each and all of those persons engaged by the Producer to take part audibly &/or visually in the production of the Program including Performers, Doubles, Extras, Stand-Ins and Stunt Performers.

"ATRRA" means the Australian Television Repeats and Residuals Agreement dated as of 1 January 2004 made between SPAA and MEAA.

"Agreement Rate" means rates prescribed in clause 10.

"Basic Negotiated Fee" or "BNF" means the sum total of the weekly, daily or hourly Agreement Rate for an Artist as prescribed in Clause 10 and the Artist's Personal Margin, if any, but does not include any Repeat Fees, Australian Ancillary Usage Fees, Residual Fees,

loadings for rights under ATRRA, penalty rates, leave loading or any other allowances prescribed by this Agreement or any other agreement.

"Bit Player" means a Performer who is not required to speak more than six lines of dialogue or more than fifty words in any Program or episode and who shall not be required to mime.

"Broadcast" means delivering Programs to persons having equipment appropriate for receiving that service whether the delivery uses the radio frequency spectrum, cable, optical fibre, satellite or any other means or a combination of those means but does not include:

(i) a service (including a teletext service) that provides no more than data, or no more than text (with or without associated images); or

(ii) a service that makes programs available on demand on a point to point basis, including a dial-up service.

"Call" means an instruction after the commencement of the Engagement by the Producer to the Artist to report for work at a definite time and date and for a definite period for the purpose of rehearsing for and/or performing in a live and/or recorded television Program covered by this Agreement or for any purpose connected therewith.

"Double" means an Artist who takes the place of a Performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a 'stunt double' or Stunt Performer who takes the place of an Artist for safety reasons or to perform or to engage in hazardous action shall qualify as a "Performer".

"Dubbing" means the post-production process of recording over the original production recording of the whole of a Performer's voice for the purpose of recording an accent or dialect different from the accent or dialect used by the Performer in the original production recording.

"Engagement" means the aggregate number of Calls required of an Artist to complete a Performance.

"Exhibition Day" means, in relation to Pay Television, any number of Broadcasts of a Program during a sequential twenty-four (24) hour period, commencing from the first Broadcast of the Program.

"Extra" means an Artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds and who does not speak dialogue individually or perform individually as directed and who does not mime, provided that the Producer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such member of the public shall not be regarded as an Artist and shall not otherwise be covered by this Agreement.

"Free Television" means Broadcasting a Program free to the general public and includes associated community antenna reception.

"Juvenile" means an Artist under sixteen years of age.

"Major Role" means a role that has a major impact on, and is integral to, one of the main plot lines of the story of the Program or episode (if the Program is a series) where the plot line cannot be rewritten

and told effectively without the contribution of that character and the character cannot be substituted by a different character without affecting the plot line ("Qualitative Test") and the character:

(i) features in at least 15% of the scenes (excluding scenes where no Performers appear); or

(ii) is scripted to perform at least 30 pieces of dialogue of the Program or episode (if the Program is a series) and for the purposes of this provision an emotional response required of a Performer will count as one piece of dialogue; or

(iii) has appeared in at least 30% of the episodes of that season of a television series other than a mini-series ("Quantitative Test").

It is acknowledged that a role that meets 70% or more of the requirements of either (i) or (ii) above may nevertheless be a Major Role if the elements of the role which fulfil the Qualitative Test significantly outweigh the lack of fulfilment of the Quantitative Test.

Irrespective of whether a character's role fulfils the Qualitative Test and/or the Quantitative Test, any character which has appeared in at least 50% of the episodes of a season of a television series, other than a mini-series, will thereafter for that season, and the next subsequent season, be deemed to be a Major Role, provided that where a contract requires a Performer to be available to perform a character in 50% or more of the episodes of a season of a television series, (other than a mini-series of no more than 6 episodes), that character will be deemed to be a Major Role for every episode of that season and the next subsequent season. These requirements apply on the basis that the same Performer performs the character.

If a dispute arises as to whether a role is a Major Role, the Performer may seek that MEAA request a review of the position by the Producer and the Producer and MEAA will enter into good faith negotiations to resolve the dispute as quickly as possible after full consideration of the other party's views. For this purpose, the Producer will provide the MEAA with all relevant documentation and information concerning the script and the contracting of the Performer for the role. During such dispute the Producer and Performer will continue to fulfil their obligations in accordance with any agreement entered prior to the dispute.

Where those negotiations do not result in an agreement either the Producer or the MEAA may seek to have the matter referred to a panel constituted as follows:

(i) one Producer nominee;

(ii) one Performer nominee;

(iii) one agreed nominee;

for determination.

The application of this definition will not affect the remuneration paid to Performers engaged on a weekly basis and has no application to Serial or Children's Programs.

"MEAA" means the Media Entertainment and Arts Alliance.

"One-off" means tele-plays, feature films, telemovies, mini-series, docu-dramas productions and dramatised and scripted corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced.

"Pay Television" means Broadcasting a program by means of services that:

(i) provide programs that, when considered in the context of the service being provided , appear to be intended to appeal to the general public; and

(ii) are made available to the general public but only on payment of subscription fees (whether periodical or otherwise)

"Performance" means the work done by an Artist in a program.

"Performer" means an Artist other than each of the Artists within the following categories: "Double", "Extra" and "Stand-In".

"Performer Class 1"

means an Artist who takes part in a Performance and/or is engaged to take part in a Rehearsal for a Performance who is required to speak more than six lines or fifty words of dialogue and who has the necessary skills to the required standard to effectively audition, prepare, rehearse and perform the role required.

Indicative Tasks:

Audition

- take direction with minimum instructions;
- integrate rapid instructions in an instant performance;
- present character effectively and instantaneously.

Preparation

- analyse character in terms of script and scene requirements;
- find appropriate emotions to express script requirements;
- interpret demands of production.

Rehearsal

- integrate skills to production and character requirements;
- take direction and interpret instructions and display necessary flexibility, versatility and adaptability;
- communicate effectively and develop professional working relationships with the Director, other Performers and production staff.

Performance

- achieve the quality of performance to the required standard and be able to repeat performances to that standard;
- maintain the emotional, physical and vocal continuity required for the performance;
- perform convincingly under diverse and adverse physical and mental conditions.

"Performer Class 2"

means an Artist who takes part in a Performance and/or is engaged to take part in a Rehearsal for a Performance, who is required to speak more than six lines of dialogue or more than fifty words and:

(i) possesses the skills of a Performer Class 1; and
(ii) has worked professionally for a minimum of five (5) years as a performer; and
(iii) has gained one hundred and fifty (150) points under the Experienced Point Structure as set out below:

EXPERIENCED POINTS STRUCTURE

Points are awarded on the basis of the length of the engagement and the area of the industry in which the engagement took place. The following table sets out how points are awarded:

CATEGORY	TYPE OF PRODUCTION	LENGTH OF ENGAGEMENT	POINTS
1	**Serials** (as per definition in ATPA**)**	13 weeks and under	2 points per week
		more than 13 weeks	1 point per week
2	**Series** (as per definition in ATPA) (also includes sit-coms and sketch comedies)	13 weeks and under	3 points per week
		more than 13 weeks	2 points per week
3	**One-off productions (as defined);** e.g. Film, Telemovie, Mini-Series, Docu-dramas, Dramatised corporate videos (more than 20 mins)		4 points per week
4	**Theatre**	13 weeks and under	3 points per week
		more than 13 weeks	2 points per week

Notes: Professional Experience

(1) Professional experience is to be calculated from the date of the Performer's first professional engagement.

(2) Where the Performer has completed a relevant undergraduate degree or diploma at NIDA, VCA, WAAPA or equivalent tertiary institution, which is ranked by the Register of Australian Tertiary Education at level four or higher, the five (5) years experience requirement will be reduced to three (3) years.

(3) Where the Performer has undertaken an appropriate amount of relevant training at a private or public institution and/or through private tuition, the five (5) year requirement will be reduced to four (4) years. Examples of institutions offering "relevant training" would include the Australian Theatre for Young People, St Martins and the Actors' Centre.

(4) Where a dispute arises as to whether a particular training course can be considered 'appropriate' or whether the training offered by the institution is relevant, the matter may be referred to the 'Performer Classification Committee' to consist of equal numbers of representative(s) of MEAA on the one hand and of

SPAA on the other and an independent chair agreed to by the parties.

Single Days

(5) Single days are to allocated points on a pro-rata basis. For example, a Performer will earn 0.8 point for a single day engagement on a film - (Category 3 production).

(6) However where the Performer is engaged for a single day or day/s in a significant role and/or concentrated Performance, s/he may negotiate with the Producer of that production for the work to be credited a greater number of points.

Limit on One-off Productions

(7) No more than 50% of points may be achieved on any single One-off production (Category 3 production).

Limit on Points from Theatre - Category 4 productions

(8) A Performer must earn a minimum of 30% of their points from work in productions from Category 1, 2 and 3.

(9) Where the Performer has a minimum of 10 years experience in the industry as a Performer the provisions of clause (8) do not apply.

Eligible Productions

(10) Points are only awarded for work on fully professional productions.

(11) Points are only available to persons engaged as Performers, and not for engagements as Bit Players, extras, walk-ons or Stand-Ins.

(12) Commercials, documentaries, non-dramatic corporate videos and other productions are ineligible productions for the purpose of the 150 point score.

(13) Dramatised corporate videos of at least 20 minutes in length, scripted and professionally produced will count as eligible productions and are to be categorised as a Category 3 production.

Administration

(14) At the introduction of the Performer Class 2 point classification system, a committee consisting of equal numbers of Producers nominated by SPAA on the one hand and individuals nominated by MEAA on the other, ['the Industry Committee'] shall be formed to nominate those Performers who will be classified immediately as "Performer Class 2" and those who will not be required to verify their experience as provided for in clause (16) below.

(15) Where a Performer has not been classified as Performer Class 2 by the Industry Committee, s/he shall provide the Producer with information verifying his/her status when claiming to be a Performer Class 2.

(16) To verify his/her status as a Performer Class 2 a Performer shall provide the Producer with either:

(i) A Statutory Declaration

The statutory declaration shall include:

- Artist's name
- Agent (where applicable)
- Contact details
- Names of eligible productions in which employed as a performer
- Name of producer for each production
- Length of Artist's engagement for each production
- Attributed points gained through the engagement

or

(ii) A Log Book

The log book shall set out the information contained in sub-clause (i) above and shall be signed by each producer verifying that the engagement has been completed.

(17) Any Producer may request additional information including extracts from relevant contracts.

(18) Once a Performer has been classified as a 'Performer Class 2' either by his/her Producer as per clause (16), or has been classified by the Industry Committee as per clause (14), that Performer shall remain a 'Performer Class 2' for the duration of his/her career.

Disputes

(19) Where an Producer and a Performer cannot agree on whether the Performer should be classified as a "Performer Class 2" they may refer the matter to an Independent Arbitrator to be nominated by SPAA and MEAA.

Changing Status

(20) *Category 3 Productions (One-off productions)*

Where in the course of an engagement in a Category 3 production, the Performer achieves the necessary points to graduate to the Performer Class 2 classification, the Performer will continue to be classified as Performer Class 1 for that engagement until its completion.

(21) *Category 1 and 2 Productions (on-going productions - series or serial)*

Where in the course of an engagement in excess of thirteen (13) weeks duration in a Category 1 or 2 production, the Performer achieves the necessary points to graduate to the Performer Class 2 classification, the Performer will graduate to the Performer Class 2 classification after the completion of the thirteen (13) week block in which the 150 points were achieved.

"Personal Margin" means the overaward component of the Artist's fee which, when added to the Artist's Agreement Rate as prescribed in clause 10 makes up the Artist's BNF.

"Pick-Up Point" means the studio of the Producer provided that such studio is within a radius of twenty kilometres of the GPO of the capital city in which the Performer resides. Should the studio be located in excess of the said distance of twenty kilometres then the Pick-Up Point shall be within twenty kilometres of the said

GPO from which point the Producer shall be required to provide transport to and from the place of work.

In the case of interstate or country Artists the Pick-Up Point shall be the transport terminal at which the Artist arrives or the place of overnight accommodation should the Artist have to stay overnight.

"Place of Accommodation"
means the place where an Artist temporarily resides overnight when s/he has travelled away from his/her Place of Residence in the course of his/her Engagement.

"Place of Residence"
means the address at which an Artist usually resides.

"Play" means:

(i) in relation to Free Television, each Broadcast of a program; and

(ii) in relation to Pay Television, ten (10) Exhibition Days over 2 years.

"Post Synchronisation" means the post-production process of:

(i) recording over the original production recording of the whole or part of a Performer's voice for the purpose of amendment or correction including, but not limited to, amending dialogue and increasing the clarity or audio-quality of the Performer's voice but does not include the recording of an accent, dialect or language different from the accent, dialect or language used by the Performer in the original production recording; and/or

(ii) recording additional dialogue to the original production recording for use as voice-over.

"Producer" means a person, company or other legal entity that produces a Program.

"Program" means any material content of a specific duration made for television including sketch comedy, pilots and single plays produced for television exhibition and including an episode or episodes in a Serial Drama or Serial Comedy and a Series Drama or Series Comedy (but excluding variety.

"Rehearsal" means the work done by an Artist in preparation for his/her Performance in the presence of and under the direction of the Producer.

"Repeat Fee" means the payment (other than in respect of Ancillary Usage of a Program) due under ATRRA to a Performer in respect of the televising in any television area in Australia for the second or any subsequent Play of a Program in which the Performer was employed.

"Residual Fee" means the payment due under ATRRA to a Performer in respect of either or both televising outside Australia or the Ancillary Usage outside Australia of a Program in which the Performer was employed.

"Semi-nude" means where the Artist's genitalia, buttocks and/or breasts (in the case of female Artists) are uncovered.

"Serial Drama and Serial Comedy"
means a dramatic production for television comprising episodes of specific duration which are not self-contained but which form part of a series of such episodes and which have a continuing theme.

"Series Drama and Series Comedy"
means a dramatic production for television comprising episodes of specific duration each of which is self-contained and uses the same leading fictional characters.

"SPAA" means The Screen Producers Association of Australia.

"SPAA Members" means those persons who are members of SPAA at any time during the term of this Agreement, and who presently comprise the persons described as 'SPAA Members' under the signature clause for this Agreement.

"Stand-In" means an Artist who replaces another Artist for the purpose only of Rehearsal and/or technical set-ups such as lighting, camera angles.

"Stunt Performer"
means an Artist who appears in hazardous action sequences.
A Stunt Performer who qualifies is to be classified as either a Performer Class 1 or Performer Class 2 on the same basis as all other Performers, not on the basis of the classification of the Performer who is replaced for the stunt sequence.

"Total Fee" means the sum total of the Aggregate Fee plus any regular contracted overtime (whether or not worked).

4.2 In the interpretation of this Agreement unless the context requires otherwise:

(a) the singular includes the plural and expressions referring to the male sex include the female sex and visa versa;

(b) clause headings will be disregarded;

(c) where a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning;

(d) the word 'person' includes a natural person, the estate of a natural person, a company, a government, statutory or other authority, an association or joint venture (incorporated or unincorporated), a partnership and a trust;

(e) a reference to any person or to any party includes that person's or party's executors, administrators, successors or permitted assigns;

(f) references to any 'party,' 'clause', 'schedule' or 'annexure' are references to a party, clause, schedule or annexure of or to this Agreement and a reference to this Agreement includes any and all schedules, annexures and appendices;

(g) the word 'includes' in any form is not a word of limitation.

5 PARTIES BOUND AND SCOPE

(a) (i) This Agreement is binding on the Producer and to all of the Artists under this Agreement and upon the said MEAA, its officers and members.

(ii) The Producer undertakes that this Agreement will apply to any separate associated or affiliated company set up by the Producer for the purposes of producing any Program and engaging Artists. The Producer undertakes to take any practical steps necessary to ensure that this occurs.

(b) This Agreement shall cover the engagement of Artists in any Program.

6 LOCALITY

This Agreement shall apply:

(a) within the Commonwealth of Australia and its Territories (collectively Australia) and

(b) in respect of work performed outside Australia by an Artist engaged in a Program where any two or more of the following apply:

(i) the Program is, when the contract of engagement between the Artist and the Producer ('the contract') is made, intended for Broadcast in Australia alone or in Australia and elsewhere;

(ii) the contract is executed by both the Artist and the Producer in Australia;

(iii) the contract contains an express provision that the parties agree to the Agreement applying to the contract;

and the application of this Agreement to the Performance of the work is not contrary to the law of the place where the work is performed.

7 OPERATION AND DURATION

This Agreement shall come into operation from the beginning of the first complete pay period commencing on or after 1 January 2009 and shall remain in force until 31 December 2010 and thereafter shall continue in operation until such time as it is varied or replaced by agreement of the parties or until such time as it is terminated by SPAA giving MEAA not less than 12 weeks notice in writing that this Agreement is to terminate, or by MEAA giving SPAA not less than 12 weeks notice in writing that this Agreement is to terminate.

8 ADJUSTMENTS OF RATES OF PAY AND ALLOWANCES

The allowances provided for in this Agreement will be increased in line with movements in the consumer price sub-index group with which they have moved prior to the introduction of this Agreement at the end of each financial year which increases will be effective on and from 1 August the following financial year.

Note: All allowances in this agreement have been increased up to and including the quarter ending 30 June 2010.

9 TERMS OF ENGAGEMENT

The whole of the terms of Engagement shall be specified by the Producer when the Engagement is made, confirmed in writing and posted to the Artist or his/her agent not later than forty-eight hours thereafter.

Provided that when an Engagement is made at a time which does not allow written confirmation to be posted as hereinbefore specified it shall be given to the Artist where practicable prior to the actual commencement of the Engagement.

Provided further that in the case of an Artist being required by the Producer to travel to an Engagement the Artist shall where practicable be provided with said written confirmation prior to commencing such travel.

9A ARTIST TO CARRY OUT DUTIES WITHIN LIMITS OF SKILL ETC.

As a result of the operation of this Agreement and contracts of employment entered into in the industry by Artists covered by the Agreement, the Producer may direct an Artist to carry out such duties as are within the limits of the Artist's skill, competence and training.

10 RATES OF PAY

An adult Artist in a classification specified in this clause shall be paid as the minimum, the respective Agreement Rate assigned to that classification for Rehearsal, Performance or work incidental to the production of Programs.

An Artist's Agreement Rate of pay is inclusive of the base rate of pay and the supplementary payment, if any, set out herein.

A - PROGRAM OTHER THAN SERIAL DRAMA OR COMEDY

(1) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JANUARY 2009

(a) Weekly

		Minimum From 1/1/2009
(i)	Performer Class 2	828.93
(ii)	Performer Class 1	765.56
(iii)	Bit Player	713.23
(iv)	Double	665.59

(b) Daily

		Minimum From 1/1/2009
(i)	Performer Class 2	198.94
(ii)	Performer Class 1	183.74
(iii)	Bit Player	171.18
(iv)	Double	159.74
(v)	Extra/ Stand-In	159.74

(c) Engaged by the hour (with a minimum Call of 4 hours)

		Minimum From 1/1/2009
(i)	Bit Player	22.28
(ii)	Double	20.80
(iii)	Extra/Stand-In	20.80

(2) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JULY 2009

(a) Weekly

		Minimum From 1/7/2009
(i)	Performer Class 2	860.81
(ii)	Performer Class 1	795.01
(iii)	Bit Player	737.35
(iv)	Double	688.10

(b) Daily

		Minimum From 1/7/2009
(i)	Performer Class 2	206.59
(ii)	Performer Class 1	190.80
(iii)	Bit Player	176.97
(iv)	Double	165.14
(v)	Extra/ Stand-In	165.14

(c) Engaged by the hour (with a minimum Call of 4 hours)

		Minimum From 1/7/2009
(i)	Bit Player	23.04
(ii)	Double	21.51
(iii)	Extra/Stand-In	21.51

(3) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JANUARY 2010

(a) Weekly

		Minimum From 1/1/2010
(i)	Performer Class 2	892.70
(ii)	Performer Class 1	824.45
(iii)	Bit Player	761.47
(iv)	Double	710.60

(b) Daily

		Minimum From 1/1/2010
(i)	Performer Class 2	214.24
(ii)	Performer Class 1	197.87
(iii)	Bit Player	182.76
(iv)	Double	170.55
(v)	Extra/ Stand-In	170.55

(c) Engaged by the hour (with a minimum Call of 4 hours)

		Minimum From 1/1/2010
(i)	Bit Player	23.79
(ii)	Double	22.21
(iii)	Extra/Stand-In	22.21

(4) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JULY 2010

Weekly

		Minimum From 1/7/2010
(i)	Performer Class 2	924.58
(ii)	Performer Class 1	853.90
(iii)	Bit Player	799.37
(iv)	Double	733.11

(b) Daily

		Minimum From 1/7/2010
(i)	Performer Class 2	221.90
(ii)	Performer Class 1	204.94
(iii)	Bit Player	191.85
(iv)	Double	175.94
(v)	Extra/ Stand-In	175.94

(c) Engaged by the hour (with a minimum Call of 4 hours)

		Minimum From 1/7/2010
(i)	Bit Player	24.97
(ii)	Double	22.91
(iii)	Extra/Stand-In	22.91

10 A 4 (d) The base rates of pay in 10 A 4 (a,b,c) will not apply to projects listed in the attached Schedule F "Grandfathered Projects" until January 1, 2011.

NOTATION

Provided that the Producer will pay a Performer Class 1 and 2, who is engaged other than by the week, in a Major Role in a Program or episode (if the Program is a series) other than a Children's Program a total BNF per week of no less than 70% of the weekly appropriate Agreement Rate for each week the Performer is so engaged.

The application of this the Major Role provision will not affect the remuneration paid to Performers engaged on a weekly basis.

MONITORING AND REVIEW

The Producer will provide a cast list for each Program or in the case of a series each episode to MEAA and in the case of each cast list indicate which roles are the Major Roles for the 6 months period up to the first review and then as agreed by MEAA and SPAA. If the MEAA requests a copy of the relevant script for the purposes of monitoring the arrangement the Producer will provide it at the MEAA's cost.

It is acknowledged that the application of this provision and the definition of "Major Role" may need review during the term of this Agreement and it is agreed that either party may raise concerns at any point during the term of this Agreement, with

a formal review at 6 months and then at 18 months after the commencement of the provision and such other times as may be agreed.

It is acknowledged that in exceptional circumstances a role may be a Major Role despite the fact that it does not meet the quantitative tests set out in this provision and, at each formal review, the provision will be reviewed in light of any such roles which have not been treated as Major Roles by any Producer.

The MEAA and SPAA agree that the operation of the arrangements for Performers who are engaged other than by the week in Major Roles will be reviewed for the purposes of the negotiations for any new agreement at the time of negotiation of that new agreement.

B - SERIAL DRAMA OR SERIAL COMEDY

(1) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JANUARY 2009

(a) Engaged By The Week

	Classification	**No. of episodes in which work is performed in a week**	**Minimum Agreement Rate 1/1/09**
(i)	Performer Class 2	1 or 2	828.93
		3	1191.59
		4	1554.25
		5	1916.91
(ii)	Performer Class 1	1 or 2	765.56
		3	1100.50
		4	1435.43
		5	1770.36
(iii)	Bit Player	1 or 2	713.23
		3	1025.27
		4	1337.31
		5	1649.36
(iv)	Double	1 or 2	665.59
		3	956.79
		4	1247.98
		5	1539.18

(b) Engaged by the Day

	Classification	**Minimum Agreement Rate 1/1/09**
(i)	Performer Class 2	198.94
(ii)	Performer Class 1	183.74
(iii)	Bit Player	171.18
(iv)	Double	159.74
(v)	Extra/ Stand-in	159.74

(c) Engaged By the Hour (with a minimum Call of 4 hours)

		Minimum Agreement Rate
(i)	Bit Player	22.28
(ii)	Double	20.80
(iii)	Extras/ stand ins	20.80

(2) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JULY 2009

(a) Engaged By The Week

	Classification	No. of episodes in which work is performed in a week	Minimum Agreement Rate 1/7/09
(i)	Performer Class 2	1 or 2	860.81
		3	1237.42
		4	1614.03
		5	1990.63
(ii)	Performer Class 1	1 or 2	795.01
		3	1142.82
		4	1490.64
		5	1838.45
(iii)	Bit Player	1 or 2	737.35
		3	1059.94
		4	1382.54
		5	1705.13
(iv)	Double	1 or 2	688.10
		3	989.14
		4	1290.18
		5	1591.23

(b) Engaged by the Day

	Classification	Minimum Agreement Rate 1/7/09
(i)	Performer Class 2	206.59
(ii)	Performer Class 1	190.80
(iii)	Bit Player	176.97
(iv)	Double	165.14
(v)	Extra/ Stand-in	165.14

(c) Engaged By the Hour (with a minimum Call of 4 hours)

		Minimum Agreement Rate 1/7/09
(i)	Bit Player	23.04
(ii)	Double	21.51
(iii)	Extras/ stand ins	21.51

(3) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JANUARY 2010

(a) Engaged By The Week

	Classification	No. of episodes in which work is performed in a week	Minimum Agreement Rate 1/1/10
(i)	Performer Class 2	1 or 2	892.70
		3	1283.25
		4	1673.81
		5	2064.36
(ii)	Performer Class 1	1 or 2	824.45
		3	1185.15
		4	1545.85
		5	1906.54
(iii)	Bit Player	1 or 2	761.47
		3	1094.61
		4	1427.76
		5	1760.91
(iv)	Double	1 or 2	710.60
		3	1021.50
		4	1332.39
		5	1643.28

(b) Engaged by the Day

	Classification	Minimum Agreement Rate 1/1/10
(i)	Performer Class 2	214.24
(ii)	Performer Class 1	197.87
(iii)	Bit Player	182.76
(iv)	Double	170.55
(v)	Extra/ Stand-in	170.55

(c) Engaged By the Hour (with a minimum Call of 4 hours)

		Minimum Agreement Rate 1/1/10
(i)	Bit Player	23.79
(ii)	Double	22.21
(iii)	Extras/ stand ins	22.21

(4) FROM THE FIRST PAY PERIOD ON OR AFTER 1 JULY 2010

(a) Engaged By the Week

	Classification	No. of episodes in which work is performed in a week	Minimum Agreement Rate 1/7/10
(i)	Performer Class 2	1 or 2	924.58
		3	1329.08

		4	1733.59
		5	2138.09
(ii)	Performer Class 1	1 or 2	853.90
		3	1227.48
		4	1601.06
		5	1974.63
(iii)	Bit Player	1 or 2	799.37
		3	1149.10
		4	1498.82
		5	1848.55
(iv)	Double	1 or 2	733.11
		3	1053.85
		4	1374.59
		5	1695.33

(b) Engaged by the Day

	Classification	**Minimum Agreement Rate 1/7/10**
(i)	Performer Class 2	221.90
(ii)	Performer Class 1	204.94
(iii)	Bit Player	191.85
(iv)	Double	175.95
(v)	Extra/ Stand-in	175.95

(c) Engaged By the Hour (with a minimum Call of 4 hours)

		Minimum Agreement Rate 1/7/10
(i)	Bit Player	24.97
(ii)	Double	22.91
(iii)	Extras/ stand ins	22.91

10 B 4 (d) The base rates of pay in 10 B 4 (a,b,c) will not apply to projects listed in the attached Schedule F "Grandfathered Projects" until January 1, 2011.

C ***NOTATIONS***

(a) The rate for Episode 3 has been calculated by adding 43.75% to the 1-2 Episode rate. Rates for Episodes 4 and 5 have been calculated by adding 43.75% of the 1-2 Episode rate for each additional episode after the third.

(b) Provided that:

(i) In any week when the work performed by an Artist is restricted to work in location scenes and the Artist is not already being paid for studio scenes, whether worked or not, which are being recorded during the same week, the minimum rate of pay shall be calculated on a daily basis in accordance with the relevant sub-paragraph B(b) Engaged By The Day of this clause, notwithstanding the number of episodes in which work is performed, except where the Artist does not appear at any time in any studio scenes of the block of episodes, in which case the Artist shall be paid as if such appearances were in studio episodes.

(ii) In any week where the work performed by an Artist is not restricted to work in location scenes, the number of episodes to be taken into account in determining the Artist's minimum rate of pay for that week shall be:

(1) all episodes in that block in which the Artist appears (including any episodes from that block in which the Artist appears only in location scenes); plus

(2) all episodes in the location scenes of which the Artist works during that week provided that the Artist does not appear at any time in any studio scenes of the same block of episodes and provided further that the Artist is not paid as if s/he were so appearing in any such studio scenes.

(iii) Schedule "E" to this Agreement provides examples to illustrate how Clauses 10(C)(b)(i) and (ii) may be applied.

(iv) Where an Artist is entitled to payment for work in more than five half-hour episodes in a week, the minimum weekly rate payable shall be the five episode rate increased by an amount equal to 43.75% of the one or two episode rate for each episode in excess of five episodes.

(v) The foregoing shall not apply to short retakes necessitated by technical requirements, commonly referred to as "pick-ups" or "re-shoots".

(vi) Provided that where two one-hour Programs are produced in a week then for the purposes of this clause they shall be regarded as four episodes in which work is performed in a week.

(vii) An Artist engaged by the day who is required to perform in more than one episode in a week shall be paid in accordance with the relevant sub-paragraph B(a) Engaged By The Week herein.

D ***DEFINITIONS***

(a) "A block" is defined as that total number of episodes whose principal photography/videotape recording takes place within one week.

(b) When an Artist is said to "appear" in an episode, for the purpose of this clause it shall refer to any episode in which the Artist performed or was paid as if s/he had so performed. When an Artist's Performance has been deleted from an episode subsequent to performing in such an episode, that Artist shall, for the purpose of this clause, be deemed to have appeared in that episode.

(c) All scenes of principal photography/videotape recording shall be referred to as "studio scenes". Provided that an Artist engaged by the day who is required to perform work in more than one episode in a week shall be paid in accordance with the relevant sub-paragraph B(a) Engaged By The Week hereof.

(d) Apart from recording of scenes commonly referred to as "pick-ups" and "re-shoots", those scenes of an episode which are recorded during a week other than the week of principal photography/videotape recording of that episode shall be referred to in this clause as "location scenes", whether such scenes are recorded on film or videotape.

E ***POST SYNCHRONISATION***

(a) A Performer Post-Synchronising his/her own voice, unless such work is carried out during the period of his/her Engagement, shall be paid at the hourly equivalent of the BNF, with a minimum Call of two and one half hours.

(b) If Post-Synchronisation is required after the completion of the Performer's Engagement the Producer will contact the original Performer or his or her agent with reasonable notice of this requirement. The Producer and the Performer will seek to negotiate a mutually agreed time bearing in mind the other commitments of the Performer and the needs of the production. If the Performer is not available to perform the Post-Synchronisation on reasonable notice and within a reasonable timeframe the producer may arrange for the Post-Synchronisation to be undertaken by another Performer.

(c) A Performer Post-Synchronising or Dubbing another Performer's voice shall be paid the hourly equivalent of 6.3% of the Performer's weekly Agreement Rate per hour plus Repeat Fees, Australian Ancillary Usage Fees and Residual Fees with a minimum Call of two and one half hours.

(d) The voice of a Performer (excluding Juvenile Performers) shall not be Dubbed or Post-Synchronised in the English language without the written consent of such Performer or of the MEAA, which consent shall not be unreasonably withheld. In the event of oral consent being obtained, it shall be confirmed by either party in writing. The consent of such Performer to Dub his or her voice may not be sought as a condition of Engagement unless the written consent of the MEAA has been obtained prior to the Engagement of such Performer(s), except where such Performer is a puppeteer or animation voice Performer.

F ***JUNIOR RATES***

The minimum rate of pay for junior Artists shall be the undermentioned percentage of the Agreement Rate for the applicable type of Program and classification set out in this clause:

15 years and under: 50%

11 HOURS OF WORK

(a) Subject to the provisions of Clause 12 the ordinary hours of work shall be worked continuously between 7.00 am and 8.00 pm Monday to Friday and shall not exceed:

(i) for Artists to whom the provisions of Clause 10(A) apply - 40 hours per week;

(ii) for Artists to whom the provisions of Clause 10(B) apply and who perform work in:

(A) 1 or 2 episodes per week - 32 hours per week which may be worked over 5 days per week. The minimum Call per day is 4 hours work per day and the Call length and commencement time will be notified in accordance with Clause 20 Notice of Call Times.

(B) 3, 4 or 5 episodes per week - 40 hours per week.

(b) All meal breaks other than tea breaks shall be in the Artist's time. Tea breaks shall be counted as time worked.

(c) Travelling time both ways between the Pick-Up Point and the place of work shall be counted as time worked except in the following circumstances**:**

(i) where the Artist is on a bona fide location and the Artist has elected to stay at a Place of Accommodation further from the place of work than where the majority of cast are staying in which case the travel time for that Artist will be deemed to be the time taken to and from the Place of Accommodation where the majority of cast are staying to and from the place of work;

(ii) where on a bona fide location the cast are provided with a standard of accommodation which is superior to the accommodation which is available closer to the place of work (which is of a minimum standard as referred to in Clause 16(d)(i)) and the MEAA agrees, the travel time for the Artist will be deemed to be the time taken to and from the closer accommodation;

(iii) Interstate Artists

(A) where the Artist has been engaged from interstate 50% of the travel time to or from the Place of Accommodation to or from the studio (provided the studio is within a 20km radius of the GPO) will be counted as time worked;

(B) where the Artist has been engaged from interstate the first 15 minutes of the time taken to travel to and from his/her Place of Accommodation to or from location will not be counted as time worked.

12 OVERTIME AND PENALTY RATES

(a) The Artist shall work such overtime as the Producer may reasonably require.

(b) For all time worked in excess of eight hours per day on Monday to Friday payment shall be made at the rate of time and a half for the first three hours and double time thereafter. For purposes of calculating overtime payments each day's overtime shall stand alone.

(c) Where an Artist is rostered a day free of duty between Monday and Friday s/he may be worked on Saturday as part of his/her ordinary hours of work. Where ordinary hours of work are worked on a Saturday such ordinary hours shall not exceed 8 hours exclusive of meal breaks and shall be paid for at the rate of time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the following rate of payment of such overtime shall be time and three quarters for the first three hours and double time thereafter.

(d) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a 6th or 7th day of the week) it shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All time worked on a Sunday shall be at double time.

For the purpose of this Agreement, a week shall be deemed to be Monday to Sunday unless the Producer notifies the MEAA in writing that another consecutive seven day period shall be deemed to be the week for any particular production.

(e) For all work performed between 8.00 pm and 7.00 am a penalty rate of 25% shall be paid for each hour so worked. Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty shall be 50%.

(f) For half daily Engagements time worked in excess of four hours shall be paid for at the appropriate overtime rate.

(g) For the purpose of calculating penalty payments prescribed in this Agreement:

(i) divide the weekly or daily BNF by the ordinary hours prescribed by Clause 11(a); and

(ii) apply the appropriate penalty to this figure.

(h) Overtime and penalty rates shall be based on the Artist's BNF except where the Artist's BNF exceeds 7 times the relevant minimum Agreement Rate, for the purposes of calculating overtime only (excluding pre-bought overtime which will be calculated on the Artist's actual BNF), the Artist's BNF will be deemed to be seven times the Agreement Rate.

Overtime shall not be paid twice for the same time worked and shall be paid for to the nearest half hour.

(i) The Producer may negotiate a rate of pay with an Artist to include payment for a specified number of hours of overtime (whether worked or not) provided that:

(i) the details thereof are set out in writing (signed by or on behalf of the Producer and the Artist) prior to the commencement of the Engagement, and

(ii) the amount of such rate shall not be less than the aggregate of all applicable rates.

(j) Where the Artist is engaged on a weekly contract and overtime is purchased in advance pursuant to Clause 12(i) the following shall apply:

(i) In the case of Engagements where the ordinary hours of work are 40 per week, the Producer shall in addition to such overtime purchased in advance be liable for the payment of additional overtime in any week calculated in accordance with this Agreement, if the Artist, on any one day, works in excess of the number of hours calculated by dividing the sum total of the Artist's ordinary hours per week and the number of hours per week purchased in advance by the number of days per week for which the Artist is contracted.

(ii) In the case of Engagements where the ordinary hours of work per week are 32 and the Artist works in excess of ordinary hours on any one day, then the Producer may utilise any unused overtime which has been purchased in advance for payment of up to four hours of overtime on that day.

13 BREAKS BETWEEN WORK PERIODS

(a) An Artist shall be allowed a break of ten consecutive hours between the time s/he ceases work on a day and the time s/he next starts work. If the Artist starts without having received the break, s/he shall be paid at the rate of double time (BNF) until s/he receives such a break.

(b) (i) Where an Artist is scheduled only a single day off in a week the minimum break for that day shall be 34 consecutive hours calculated from the time the Artist stops work on the day prior to the break. Where an Artist does not receive such a break of 34 hours s/he shall be paid at the rate of double time (BNF) for that period of time worked which is equal to the time by which the 34 hour break was shortened.

(ii) For the purpose of this Clause 13(b) publicity and/or promotion work shall not be regarded as work in a 34 hour break and such work shall be paid for at the rate prescribed in Clause 41.

14 LAY DAYS

If a Performer is required to stay away overnight from his/her Place of Residence but is not required to work (not being his/her usual day/s off) s/he shall receive his/her BNF for each day, unless such Performer is engaged on a weekly basis.

15 PUBLIC HOLIDAYS

(a) All Artists will be entitled to the following public holidays observed in the State, territory or locality where work is being performed without loss of pay:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Birthday of the Sovereign
- Eight Hour Day/Labour Day
- Christmas Day
- Boxing Day

(b) In addition, in any calendar year an Artist working in a production will be entitled to a maximum one (or in the case of the ACT two) public holidays from the following list if these occur in the place where the Artist is working on that production without loss of pay:

- Melbourne Cup Day (Vic)
- Royal National Show Day (Qld)
- Adelaide Cup Day (SA)
- Foundation Day (WA)
- Canberra Day (ACT)
- Trades and Labor Council Picnic Day(ACT)
- Picnic Day (NT)

(c) In addition all Artists will be entitled to all regional public holidays gazetted for observance in the state, territory or locality of the production office without loss of pay.

(d) (i) By Agreement between a majority of Artists and the Producer, or where no Artists have yet been engaged, between the MEAA and the Producer, a public holiday may be moved to another agreed day on which the Artist had been scheduled to work ordinary hours. Where this occurs all work on the public holiday will be paid at ordinary time.

The general conditions upon which consideration of the moving of a public holiday will be given is where the Artists will receive the benefit of an extended period free of work.

(ii) However, in relation to major public holidays listed below, these will not be moved:

- New Years Day
- Good Friday

- Easter Saturday
- Christmas Day
- Boxing Day

(e) Except in relation to substituted public holidays per Clause 15(d)(i), if the Producer does require an Artist engaged to work on any of the public holidays referred to in this clause the Producer will pay the Artist for all hours so worked at the rate of double time and a half, with a minimum payment as for four hours.

(f) If by reason of any of the public holidays referred to in this Clause to which an Artist is entitled being a weekday on which no work is done, an Artist engaged by the week shall be credited with eight hours work for each such holiday and his/her wage for the week paid without deduction.

16 TRAVELLING - ACCOMMODATION - TRANSPORT

(a) Artists when travelling shall, where applicable, be provided with first class tickets for train (including sleeping accommodation), ship or in the case of aircraft with an economy class ticket to their destination or if to location then to the terminal nearest the location or location accommodation. If travelling during normal meal time and a meal is not provided, allowances shall be paid as set out in Clause 17.

(b) The Producer shall not require an Artist to undertake an assignment if it necessitates his/her travelling by air or any other conveyance to which such Artist has a reasonable objection.

(c) All air travel shall be made by a regular passenger carrying airline or when same is not available then by passenger carrying charter flight.

(d) (i) An Artist required to stay overnight from his/her Place of Residence shall be provided with modern motel type accommodation with bath or shower room and toilet facilities therein and, where possible, unshared.

(ii) Where it is impossible for the Producer to obtain such accommodation the Artist shall be paid the following allowances:

(1) Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided: $9.80 per day.

(2) Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewered mining camps: $19.90 per day.

(3) Where accommodation is provided at the standard of shearers' quarters, rough mining camps, or by camping: $39.60 per day.

For the purpose of this Clause 16(d)(ii) it will be deemed impossible for the Producer to obtain accommodation of the type referred to in Clause 16(d)(i) where it is necessary for the Artist to spend more than one and one half hours travelling from the location to the nearest accommodation.

(e) An Artist when travelling during meal periods shall either be provided with a satisfactory meal or paid allowances of $14.70 for breakfast, $16.60 for lunch and $25.30 for dinner in lieu thereof.

(f) (i) An Artist required to travel interstate and to commence work before 9.00 am on the first day of employment shall be provided with overnight

accommodation for the preceding night and if required to continue working after 7.00 pm on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her or in any event, if return transport is not then available to the Artist's Place of Residence.

(ii) An Artist not required to travel interstate but required to travel more than eighty kilometres from his/her Place of Residence and to commence work before 9.00 am on the first day of employment shall be provided with overnight accommodation for the preceding night, if so desired by him/her and if required to continue working after 6.00 pm on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her (or in the case of daylight saving, 7.00 pm).

(g) If an Artist is required to travel to or from an Engagement on any day on which s/he is not being paid for work s/he shall travel at a time which as far as possible shall be at a time to suit his/her convenience and be paid at the hourly equivalent of the relevant daily Agreement Rate specified in clause 10 with a minimum of 4 hours payment (meal breaks excluded).

(h) An Artist shall be provided with transport between the Pick-Up Point and place of work if s/he so requires.

(i) An Artist required to carry any baggage of not less than eight kilograms or which cannot be conveniently carried by him/her by hand to a location or studio Pick-Up Point shall be provided with taxi or private automobile transport to and from his/her Place of Residence.

(j) An Artist required to stay away overnight from his/her Place of Residence shall be provided with transport or paid the cost of same both ways between all town or city transport terminals, places of work and places of overnight accommodation.

(k) An Artist not required to stay away overnight from his/her Place of Residence shall be provided with taxi or private automobile transport either way as relevant between his/her Place of Residence and the place of work or paid the cost of same in any of the following circumstances:

(i) when the Artist's work commences before 7.00 am or finishes after 7.00 pm (8.00 pm daylight saving) except:

(1) where the Artist has his/her own means of transport, and

(2) In the case of any Extra, unless there is no reasonable public transport available or where the location is isolated.

(ii) When an Artist commences or finishes work at a time when the normal means of regular transport is not available within thirty minutes of the Artist's commencing or finishing time.

(l) If the Producer agrees an Artist may arrange to make his/her own way to the place of work at his/her own expense if it is more convenient for him/her to do so.

(m) Where an Artist agrees at the request of the Producer to use his/her own motor vehicle or motor cycle, the Artist shall be paid the following allowances:

(i) Motor car: $0.86 cents per km
(ii) Motor cycle: $0.41 cents per km

For the purpose of calculating payments under this provision, it shall be deemed that the Artist travelled from the Pick-Up Point to the place of work and return.

(n) Where the Performer is less than 16 years of age the Producer shall provide the Performer with suitable transport either way between his/her Place of Residence and the place of work.

(o) Where the Producer is required to provide transport for an Artist under this Agreement, where possible, the Producer shall advise the Artist in advance, of such arrangements.

17 MEAL BREAKS AND REST PERIODS

(a) If duty commences before 5.00a.m. the Producer shall allow a half hour break between the hours of 6.30a.m. and 8.00a.m. This break shall be considered as time on duty and breakfast shall be provided by the Producer or an allowance of $14.70 paid. Where the Producer provides a catered breakfast to Artists whose duty does not commence before 5.00 am, a half hour break shall be allowed for breakfast of which 15 minutes shall be paid time on duty.

(b) The Producer shall provide meals upon location as required, or shall pay an allowance to each Artist of $16.60 in respect of the first meal break after breakfast and an allowance of $25.30 for subsequent meal breaks.

(c) Except as provided for in Clause 17(a), meal breaks shall be not less than half an hour and not more than one hour. Meal breaks shall not be considered as time on duty, other than as provided for by this clause.

(d) Meal breaks shall commence not later than 5 hours from the start of the work session or the end of the last meal break, whichever is the later.

(e) Artists shall be entitled to paid rest periods of ten minutes during the morning and afternoon of each day, which shall be taken at times agreed between the Producer and the Artist(s) so as not to interfere with the production, but generally after two hours work and before the completion of three hours work. Where a catered breakfast is provided to an Artist who commences work after 5:00 am, the Artist shall not be entitled to a morning rest period.

(f) If a meal break is not allowed as provided for in this clause, a delayed meal break ("DMB") penalty shall be paid at the rate of single time additional for all time worked from the time the meal break became due until the actual meal break commences. Payments for DMB penalties shall be calculated to the nearest 15 minutes.

(g) A DMB penalty shall not be payable after 5 hours work where it is not reasonably practicable for all Artists to take a meal break (e.g. when finishing a scene, or because of time constraints on a particular location) and the Producer and the individual Artist(s) affected agree, or where the Producer and the majority of affected Artists agree provided that at the time the Producer seeks the agreement of the individual Artist or the majority of the affected Artists the Producer will indicate the reason for the extension and the likely delay before the break will be taken. In these circumstances the meal break must be taken after 6 hours from the start of the work session or end of the last meal break, whichever is the later, or a DMB penalty will apply.

(h) A DMB penalty shall not be payable in circumstances where the Producer provides a catered rest period of not less than 20 minutes between the first and second meal break, and the Artist works more than five but not more than six

hours between those meal breaks. Such a catered rest period shall be regarded for all purposes as paid time on duty. In these circumstances the Meal Break must be taken at the 6 hour point or a DMB penalty will apply.

(i) Notwithstanding the above where any Artist is required to work beyond the time of their second meal break such meal shall be provided by the Producer or the appropriate allowance shall be paid to the Artist by the Producer.

(j) When overtime duty is performed beyond 12.00 midnight a supper break of half an hour must be allowed and taken as time on duty. The Producer must provide supper or reimburse the Artist at the rate of $16.60 per supper.

18 ANNUAL LEAVE

(a) Period Of and Payment For the Period of Annual Leave.

An Artist shall be allowed by his/her Producer a continuous period of four weeks annual leave exclusive of public holidays after 12 months continuous service less the period of annual leave and shall, prior to going on leave, receive his/her Total Fee for that period. In addition, prior to going on leave, the Artist shall be paid a sum equal to 17.5% of the aforementioned fee.

(b) Time of Taking Leave.

Annual leave shall be given at a time fixed by the Producer within three months from the date when the right to leave has accrued. The Producer may allow annual leave to an Artist before the right thereto has accrued but where leave is taken in such a case 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. Where annual leave has been granted to an Artist pursuant to this Clause 18(b) before the right thereto has accrued and the Artist subsequently leaves or is discharged from the service of the Producer before completing the twelve months continuous service in respect of which the leave was granted the Producer may deduct the amount paid in excess of leave accrued due from any remuneration payable to the Artist upon termination of the employment.

(c) Notice of Date of Commencement of Annual Leave.

An Artist shall be given at least four weeks notice of commencement of annual leave except where an Artist has not been employed for a sufficient period to allow for such notice to be given.

(d) Broken Leave.

Annual leave shall be given and taken in four consecutive weeks or in lesser periods if the Producer and Artist so agree, none of which shall be less than one weeks duration.

(e) Annual Leave Exclusive of Public Holidays.

Where any public holiday for which the Artist is entitled to payment under this Agreement occurs during the period of annual leave of any Artist under this clause, the period of annual leave shall be increased by one day in respect of each such holiday.

(f) Proportionate Leave.

(i) Where an Artist's Engagement terminates and the Artist has become entitled to annual leave the Producer shall be deemed to have given the annual leave (or such portion of it as has not been taken by the Artist) from the date of termination of the Engagement and shall forthwith pay to the Artist, in addition to all other amounts due to him/her, his/her Total Fee for the period of leave due.

(ii) In respect to any period of employment which is less than twelve months, such period being computed from the date of commencement of the Engagement (or, where the Artist has during the Engagement become entitled to annual leave, computed from the date on which s/he became entitled to annual leave), the Producer shall forthwith pay to the Artist, one twelfth his/her earnings calculated on the Total Fee for that period.

(iii) (1) In addition to the payment prescribed in Clause 18(f)(ii), where the Performer has completed less than 52 weeks but more than 42 weeks of continuous service in a calendar year, the Producer shall, in respect of any such period pay the Performer an annual leave loading which shall be a percentage of the payment prescribed in Clause 18(f)(ii), such percentage to be calculated as follows:

$$\frac{(17.5 \text{ x period of continuous service})}{52}$$

(2) In calculating 'continuous service' only Producer-initiated breaks of up to nine weeks (including annual closedown) in a Performer's employment during a calendar year shall be deemed to be time of service for the purpose of this Clause 18(f)(iii).

Where employment carries over from one calendar year to another and that employment is continuous but for a break in work caused by an annual closedown, the closedown period shall not affect an entitlement to annual leave loading referred to in Clause 18(f)(iii)(1), but shall not count as service for the purpose of this paragraph. In such circumstances, the annual leave loading shall be payable in respect of the period from the Performer's date of commencement of employment to the anniversary of that date and, thereafter, subject to the Performer qualifying for payment of the annual leave loading pursuant to this paragraph, in respect of any twelve month period from such anniversary date. Provided that such annual leave loading shall be paid at the time the Performer is next paid the annual leave referred to in Clause 18(f)(ii) or on the date of termination of his/her services whichever occurs first.

(g) Annual Close Down.

Where an Producer closes down production or a section thereof for the purpose of allowing annual leave to all or the bulk of the Artists engaged in production or section or sections concerned the following provisions shall apply:

(i) The Producer by giving the maximum possible period of notice but in any case not less than one month of his/her intention so to do may stand down for the duration of the close down all Artists concerned and allow to those who are not then entitled to four full weeks leave pursuant to Clause 18(a), paid leave on a proportionate basis calculated at the weekly Total Fee rate for 3.08 hours for each five ordinary working days worked.

(ii) An Artist who has qualified for four full weeks leave pursuant to Clause 18(a) and has also completed a further week or more of continuous service shall be allowed his/her leave in accordance with Clause 18(a) and shall also be paid on a proportionate basis at the weekly Total Fee rate for 3.08 hours for each five ordinary working days worked since the close of his/her last twelve month qualifying period.

(iii) The next twelve monthly qualifying period for each Artist affected by such close down shall commence from the day on which the production or section or sections covered is re-opened for work. Provided that all time during which an Artist is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve month qualifying period.

(iv) If in the first year of his/her service with the Producer an Artist is allowed proportionate annual leave under Clause 18(g)(i) and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the Producer through no fault of the Artist s/he shall be entitled to the benefit of Clause 18(g)(i) subject to adjustment for any proportionate leave which s/he may have been allowed as aforesaid.

(h) The Producer may require an Artist to whom payment has been made under Clause 28(c)(iii)(3) to take leave without pay for the period or periods of leave (including any period for which a pro rata leave payment was made) for which the Artist was paid under that clause.

19 ABSENCE FROM DUTY

An Artist engaged by the week who is absent from duty shall lose pay proportionate to the time absent unless s/he notifies the Producer within twenty-four hours of the commencement of such absence that the absence was reasonable because of either:

(i) Illness of the Artist due neither to his/her own default nor to accident arising otherwise than out of and in the course of his/her employment or

(ii) Bodily injury to the Artist caused by accident arising out of and in the course of his/her employment

and if then so requested by the Producer the Artist shall produce or forward to the Producer satisfactory evidence in support of the notification of reasonable absence.

20 NOTICE OF CALL TIMES

An Artist shall be notified at the end of each day's work of the commencing time for the next day's work but in any event not less than ten hours notice of starting time must be given to the Artist.

21 HOLDS

(a) The Producer may not arrange with an Artist or Artist's agent for the placing of a hold upon an Artist for a period exceeding 36 hours (or, where the hold is placed on a Friday or on a day immediately preceding a public holiday, for a period extending beyond the next normal working day) from the time of commencement of such hold, and an Artist or his/her agent shall not agree to such hold exceeding 36 hours or extending beyond the next normal working day as the case may be.

(b) The Producer shall use his/her best endeavours to advise the Artist prior to the expiry of the hold period whether or not the Artist's services are required and in the absence of cancellation or postponement the hold shall be deemed to have lapsed.

(c) Except in exceptional circumstances (e.g. weather conditions), the Producer may not arrange to place an Artist on hold in excess of 3 times in any one calendar month.

22 ADDITIONAL ROLES

(a) Except by consent an Artist shall not be required to play any additional role other than that for which s/he was originally engaged except where:

(i) The character or role for which s/he was engaged is of such a nature as to require that s/he play more than one character or role.

(ii) The Performance is a variety Performance.

(iii) Extraordinary circumstances or an emergency exists.

(b) Where it becomes necessary for an Artist to play any role other than that for which s/he was originally engaged and which additional role may or may not involve the speaking of dialogues s/he shall receive additional payment at the Agreement Rate prescribed herein for each such additional role.

23 CANCELLATION AND POSTPONEMENT

(a) A Call may be postponed without payment to the Performer provided that not less than seven days notice has been given to the Performer prior to the time of the original Call. Should less than seven days but five days or more notice of such alteration be given the Performer shall be paid 16 2/3% of the BNF calculated on a daily basis for such altered Call. Should less than five days but two days or more notice of such alteration be given the Performer shall be paid 331/3% of the BNF calculated on a daily basis for such altered Call. Should less than forty-eight hours notice but more than twenty-four hours notice of such alteration be given the Performer shall be paid 50% of the BNF calculated on a daily basis for such altered Call. In the event that less than twenty-four hours notice is given the Performer shall be paid 75% of the BNF calculated on a daily basis for such altered Call.

(b) Where a Performer has been booked and no work is performed on that day due to weather conditions s/he shall be paid 50% of the BNF calculated on a daily basis for such day if s/he has not been required to attend the place of work, or 75% of the BNF if s/he has attended the place of work. Provided that if the Performer has attended the place of work and was not advised of the postponement prior to the commencement of the Call or the place of the Call was more than 20km from the GPO the Performer shall receive his/her BNF in full.

(c) Calls substituted for the postponed Call shall be paid for at the rate negotiated for the original Call.

(d) If a Call is cancelled the Artist shall be paid his/her Total Fee.

24 COMPLETION OF WORK IN ONE PROGRAM

Unless specified at the time of the Engagement if an Artist's work in one Program is not completed within two consecutive weeks after his/her first Call for that Program s/he shall be paid for each day exceeding such two consecutive weeks and such payment shall

continue until his/her work in the Program is complete. Provided that the foregoing shall not apply:

(i) To sustaining Artists engaged to appear in most Programs of a series.

(ii) In regard to short retakes necessitated by technical requirements.

(iii) In emergencies arising from circumstances beyond the Producer's control.

(iv) To Programs of a playing time in excess of sixty minutes.

25 HAZARDOUS ACTION

The Producer shall not require an Artist to render service which is hazardous or dangerous involving any degree of risk to him/herself or any other person or to property.

26 INSURANCE COMPENSATION

The Producer shall insure Performers in accordance with the requirements of the relevant Workers' Compensation Act relating to the areas of Australia in which they are required to perform.

27 LATE ARRIVALS

The Producer shall not be bound to accept the services of any Artist who presents him/herself without reasonable cause or excuse after the time at which such Artist shall have been required to be present at the time and place fixed for commencing work and shall not be bound to recompense such Artist in respect of such attendance.

28 TERMINATION OF EMPLOYMENT

(a) The Artist shall perform in good faith and to the best of his/her ability all of the services to be rendered by him/her for which s/he is engaged and as required by the Producer and s/he shall comply with all the Producer's reasonable directions and requests.

(b) An Producer may terminate the employment of an Artist without notice for negligence or misconduct.

(c) Notwithstanding anything elsewhere contained in this Agreement, the Producer may deduct payment for any day or part thereof where an Artist cannot be usefully employed because of any strike, ban on work, or any other stoppage or interference beyond the control of the Producer or because of the operation of this clause but subject to the following conditions:

(i) Where the Producer proposes to exercise the right given hereunder, it shall notify the Artist and advise the MEAA accordingly. During the period such notification remains in force, the Artist shall be deemed to be stood down for the purpose of this sub-clause.

(ii) An Artist 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.

(iii) The Producer, if requested by an Artist 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 Artist:

(1) All monies excluding Annual Leave due and payable to the Artist under this contract of employment as at the date on which the Artist is stood down.

(2) All monies excluding Annual Leave not due and payable to the Artist under his/her contract of employment as at the date on which s/he remained stood down but which would if s/he remained stood down be paid to him/her on the pay day next after the date on which s/he is stood down.

(3) Any payments which would be made to the Artist under Clause 18, as if the employment of the Artist was terminated on the date s/he was stood down provided that such payments shall if the Producer so determines or the Artist so requests be limited to a period of annual leave which is the same in length as the period for which the Artist is stood down. Any payment made under this paragraph shall be in lieu of and in full satisfaction of any entitlement of the Artist under Clause 18 for the period of service in respect of which such payment is made.

(iv) An Artist who is stood down shall be entitled to take other employment and complete his/her commitment to the new employer prior to returning to work provided that such other employment commences and concludes at any time within the first seven complete consecutive days of the standdown or if it takes place after such seven consecutive days does not exceed forty eight consecutive hours duration. On obtaining such employment the Artist shall advise the Producer immediately of his/her commitment. If the Producer objects to such commitment he/she shall refer the matter to the MEAA which may discuss it with the Producer. If no agreement is reached in those discussions, the matter may be referred to the Industrial Relations Commission.

(v) Any Artist stood down hereunder who wishes to take employment for periods longer than those specified in paragraph (4) hereof shall first obtain the consent of the Producer and the Producer may attach such conditions to that consent as it deems appropriate. Where the Producer does not give its consent or attaches conditions thereto which the Artist considers inappropriate, the Artist shall refer the matter to the MEAA which may discuss it with the Producer. If no agreement is reached in those discussions, the matter may be referred to the Industrial Relations Commission.

(vi) Notwithstanding anything herein before contained, the Producer 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 Artist except to the extent that such Artist becomes entitled to payment for the public holiday in other employment. An Artist claiming payment for a public holiday under this paragraph shall, if required by the Producer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

(d) The Producer is prohibited from terminating an Artist's employment on the grounds of race, colour, sex, marital status, family responsibilities, religion, political opinion, national extraction, social origin, sexual preference and pregnancy except where a pregnancy is inconsistent with the bona fide requirements of the role portrayed by the Artist.

29 CREDITS

All Performers, excluding Bit Players, shall receive a visual and legible cast credit which shall show the Performer's name and, in the case of all lead and main supporting Performers, character identification, except:

(a) in the case of non-lead and non-main supporting Performers, where time or distribution requirements necessitate the truncation of credits, and

(b) in exceptional circumstances, in which case the agreement of the MEAA shall be obtained.

If a voiceover for animation or puppet is revoiced the producer will use all reasonable endeavours to remove the credit to the Artist.

30 WARDROBE/MAKE-UP

(a) All properties, wigs, footwear and articles of clothing not possessed by the Artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport shall be provided by the Producer.

(b) Should the Producer desire the Artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the Artist may provide such wardrobe etc., if it is already in his/her possession. In the event that such wardrobe etc., is not in the Artist's possession, it shall be provided by the Producer.

(c) All wardrobe etc., supplied by either the Producer or the Artist shall be maintained in a satisfactory and hygienic condition by the Producer. Any damage to wardrobe etc. supplied by an Artist shall be the responsibility of the Producer who shall fully compensate the Artist for such damage.

(d) The Producer may elect, as an alternative to his/her obligation pursuant to Clause 30(c), to pay the following allowance:

(i) in the case of a Performer who provides his/her own:

(1) formal wear wardrobe (including any special ‘character’ costume), $48.80 per outfit for each week or part of a week the Performer provides the outfit, such amount to be inclusive of any rental fee; and

(2) other wardrobe, $29.10 per outfit for each week or part of a week the Performer provides the outfit, and

(ii) in the case of an Artist (except a Performer) who provides his/her own formal wear wardrobe (including any special ‘character’ costume), $48.80 per outfit per week or part of a week the Artist provides the outfit, such amount to be inclusive of any rental fee.

For the purpose of this subclause "week" means a period of 7 consecutive days calculated from the first day on which an Artist provides his/her own outfit under Clauses 30(d)(i) and (ii).

(e) Where an Artist is Called by the Producer for the purpose of a wardrobe Call, s/he shall be paid per hour at the rate set out below, with a minimum Call of two and one half hours unless the Artist is already being paid for such time.

from:

1 January 2009 $30.26

1 July 2009	$31.43
1 January 2010	$32.59
1 July 2010	$33.76

(f) All make-up shall be supplied by the Producer.

(g) Time taken for the application of make-up shall count as time worked but removal of make-up shall be in the Artist's own time except where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, when the actual time taken to remove such make-up, up to a maximum of 30 minutes, shall count as time worked. Provided that where the Producer and an Artist agree that there are bona fide and special circumstances requiring more than 30 minutes in the removal of such make-up, the time actually taken in such removal shall be counted as time worked.

31 FACILITIES

(a) Studio

At any place of work that can reasonably be regarded as studio work the Producer shall provide adequate clean, well lit and well ventilated change rooms and separate rooms and facilities for the sexes, mirrors, proper seating, clean towels and soap, and where necessary, showering conveniences and hot and cold water.
In addition, for Performers engaged on any on-going serial or series production, the Producer shall make available a "green room" or like facility for the use of such Performers in accordance with industry practice.

Such "green room" or facility shall be well lit and ventilated and contain adequate seating. Telephone facilities and tea and coffee making facilities shall be provided within a practicable distance from the green room or facility.

(b) On Location

On location work the Producer shall, except in exceptional circumstances (e.g. when filming at sea), provide adequate shelter from inclement weather, adequate shelter from the sun, change rooms or private enclosed change space, washing conveniences, towels, soaps, hygienic toilet conveniences, and adequate seating on and off set. Where on location more than four (4) Performers are present, the Producer shall provide an enclosed area (e.g. room, marquee, tent or other suitable facility) for the Performers' use in accordance with industry practice.

32 PAYMENT OF WAGES

(a) Except as otherwise provided all amounts due to an Artist in respect of work carried out during the seven consecutive days ending at midnight on a Saturday (or during each other regular seven day period substituted for there) shall be paid to the Artist within the succeeding seven days.

(b) Meal money and payment in lieu of accommodation shall be paid to an Artist on a day to day basis.

(c) (i) A Statement of Earnings (pay advice form) shall be included with each Performer's pay. Such form shall clearly and separately identify all deductions and payments made to the Performer including where relevant, but not limited to: payment for ordinary hours, overtime purchased in advance , overtime, overtime additional to overtime purchased in advance, annual leave payments, allowances, payment for miscellaneous Calls - Post-Synchronisation, audition, wardrobe, etc, penalty payments, payments for

Repeat Fees, Australian Ancillary Usage Fees and Residual Fees, cancellation and postponement fees. Schedule "B" to this Agreement contains a recommended style of Pay Advice Form for Performers.

(ii) The Producer shall provide a detailed Statement of Earnings to each Extra, or where the Extra is represented, to his/her agent. Where an agent represents more than one Extra engaged in a production a Group Statement of Earnings may be provided to the agent which shall separately identify all deductions and a fee breakdown of all payments made to each Extra under this Agreement. Schedule "C" contains a recommended style Pay Advice Form for Extras.

(iii) The Producer shall provide and the Artist shall sign a Time Sheet which shall clearly identify the time of the Artist's Call, the time of the Artist's arrival at the place of work (or Pick-Up Point), the time that the Artist is released from duty, the commencing and finishing time of all meal breaks and the date of work. Schedule "D" to this Agreement contains a recommended style of Time Sheet. Except where the information in the Time Sheet is contained in the Statement of Earnings referred to in Clause 32(c)(i), the Producer shall:

(A) Provide the relevant Time Sheet with each Performer's pay; and

(B) Provide any Extra with a copy of his/her Time Sheet upon request.

(iv) Notwithstanding the provisions of Clauses 32(c)(i), (ii) and (iii) it shall be sufficient compliance with Clauses 32(c)(i), (ii) and (iii) if the Producer, who at the date of this variation has operating a system of providing information as to the make up of pay and hours of work which is adequate to enable the information required in Clauses 32(c)(i), (ii) and (iii) to be determined, the Producer continues with the existing pay advice.

(v) Where the Performer and the Producer enter into a contract which provides for the payment of a single fee for the Performer's services, and such a fee is paid once only or in instalments, the provision to the Performer of a once-only statement of earnings in any form (eg. a copy of a provision in or an annexure to the contract of employment specifying how the single fee is determined) shall satisfy Clause 32(c)(i) provided that such Statement gives a detailed breakdown of the fee components as outlined in Clause 32(c)(i) that have been bought.

33 TIME AND WAGES RECORD

(a) The Producer shall keep a record from which can be readily ascertained the name of each Artist, the hours and times worked each day and the payments made in respect to such work.

(b) The time and wages record shall be open for inspection to an accredited MEAA representative during the usual office hours at the Producer's office or other convenient place. Provided that an inspection shall not be demanded unless the MEAA suspects that a breach of this Agreement has been committed.

(c) The representative making such inspection shall be entitled to take a copy of entries in the time and wages record relating to the suspected breach of this Agreement.

34 RIGHT OF ENTRY

A duly accredited representative of the MEAA shall have the right to enter any place of Rehearsal and/or Performance to interview Artists. The MEAA representative shall not interfere with or delay any Rehearsal or Performance.

35 NO DISCRIMINATION AGAINST UNION MEMBERS

No objection shall be taken to, nor shall any discrimination be exercised against any Artist because of MEAA membership or activity.

36 INTENTIONALLY DELETED

37 AUDITIONS - SCREEN TESTS - INTERVIEWS

(a) No audition or screen test shall be held in public. The only persons allowed to be present during an audition or screen test shall be the Producer and/or members of the Producer's production staff.

(b) No recording of an audition or screen test shall be used in any manner whatsoever other than for private viewing by the Producer and/or members of the Producer's production staff and such recording may only be retained by the Producer solely for reference purposes.

(c) Artists shall be given the specific times of attendance required for an audition, screen test or interview.

(d) Minimum rates of pay for audition and/or screen tests (other than an initial audition and/or screen test) shall be paid per hour or part thereof with a minimum payment of one hour at the rate set out below. For the purpose of calculating payment under this provision the Artist will be deemed to have commenced the audition or screen test at the time of the Artist's Call or the Artist's arrival time whichever is the later.

1 January 2009	$30.26
1 July 2009	$31.43
1 January 2010	$32.59
1 July 2010	$33.76

(e) The Artist shall not be required to perform a sex simulated scene in any audition or screen test.

(f) The Artist shall not be required to appear nude or Semi-nude in the first audition or screen test.

(g) Where the Producer requires the Artist to appear nude or Semi-nude in an audition s/he must:

(i) Provide the Artist with a script 24 hours in advance of the auditioning; and

(ii) advise the MEAA of the scheduled audition at least 48 hours in advance and if requested provide the MEAA with a copy of the script.

(h) Where the Artist is required to appear nude or Semi-nude in an audition, the Artist may nominate an individual to be present throughout the audition.

(i) Where the Artist is required to appear nude or Semi-nude in an audition it shall not be recorded.

38 NO COMMERCIAL TIE-UPS MAY BE REQUIRED

(a) An Artist's name or image shall not be used in commercial tie-ups between a Program or Programs and commercial goods or services or in connection with commercial advertising without his/her written consent.

(b) If any consent of the type described in Clause 38(a) above is sought of the Artist, the Producer must specify the following in writing;

(i) a description of the commercial goods/services;

(ii) the brand name, if applicable, which will be associated with the commercial goods/services and commercial advertising;

(iii) a description of the commercial advertising including the number of advertisement, media associated with the advertisements, length or size of advertisements if applicable, and placement of advertisements;

(iv) dates for which and locations at which the Artist will be required to attend for the purpose of the creation of the commercial advertising;

(v) territories in which the Commercial Tie up with commercial goods/services and commercial advertising will be exploited;

(vi) the manner in which the Artist's name and or image will be used with respect to the commercial goods/services and commercial advertising;

(vii) the duration for which the Artist's name and or image will be used with respect to the commercial goods/services and commercial advertising.

(c) If one or more of the items in Clause 38(b) is/are not known at the time the Artist's consent is sought any provisional consent obtained will be subject to the Producer seeking the consent of the Performer to those unknown items at a later time and to subject to Clause 38(d).

(d) Subject to agreement on the items set out in Clause 38(b) the parties will negotiate on the appropriate remuneration or other consideration to be made to the Artist which will be negotiated having regard to those issues set out in Clause 38(b) and the standing of the Artist.

39 DISCUSSIONS DURING THE TERM OF THE AGREEMENT

The parties will commence negotiations in good faith as soon as practicable after the date of this Agreement in an endeavour to reach an agreement to vary this Agreement with respect to fees paid to Artists for:

(a) animation Programs, with any such agreed variations to apply prospectively from the date that they are agreed by the parties;

(b) Programs (including animation Programs) produced as co-productions, with any such agreed variations to apply prospectively from the date that they are agreed by the parties.

40. SUPERANNUATION

(a) In addition to all other payments provided for by this Agreement, the producer shall make a superannuation contribution pursuant to the Superannuation Guarantee Legislation to the JUST Super on behalf of the Performer, at the rate of 10% of the Performer's Total Fee Provided that if the aggregate of the Performer's Total Fee paid by that Producer to the Performer exceeds $200,000.00 in any one financial year, the Producer will not be obliged to pay a superannuation contribution on the component of the Performer's Total Fee in excess of $200,000 in that financial year.

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(b) Juvenile Artists shall not be entitled to the benefits of this clause unless:

(i) The Juvenile is engaged on a 12 week contract or longer; or

(ii) The Juvenile has been employed in the Entertainment Industry for a minimum of six professional engagements; or

(iii) The Juvenile has previously been employed in the entertainment industry for a minimum of 30 days.

.41. PUBLICITY/PROMOTION

(a) The Artist shall carry out such publicity and/or promotion work for the production outside the Artist's normal working hours as may be reasonable.

(b) The Producer may require the Artist to be available for publicity and/or promotion work within the Artist's normal working hours.

(c) Where the Artist is required to make him/herself available for publicity and/or promotion work outside his/her normal working hours s/he shall be paid at the rate of the BNF with a minimum Call of two and one half hours.

(d) In carrying out any publicity and/or promotion work pursuant to this clause, an Artist shall, where relevant, be entitled to the provisions of this Agreement in respect of travelling, accommodation and expenses except that:

(i) an Artist shall be provided with transport or paid the cost of same both ways:

(1) between the Artist's Place of Residence and the place of publicity and/or promotion work, or

(2) where the Artist is required to travel by air to the place of publicity and/or promotion work, between the Artist's Place of Residence and the airport terminal where the Artist's air travel commences, and between the airport terminal where the Artist's air travel concludes and the place of publicity and/or promotion work; and

(ii) an Artist shall be provided with air travel of a class stipulated in the Artist's employment contract or in the absence of any such stipulation, pursuant to Clause 16(a).

(iii) where the Artist is required to travel interstate or similar distance outside contracted hours payment for hours worked will be calculated from the scheduled departure time of the plane (or other transport) in the home state of the Performer to the actual return time of the plane (or other transport) in the home state of the Performer.

(e) Prior to the Artist's departure s/he shall be provided with an itinerary outlining the places where s/he will be required to attend and the duties required of the Artist in

carrying out such publicity and/or promotion work (eg. interviews, Performance etc.)

42 DANCERS

(a) All footwear for dancers, where such footwear is provided by the Producer, shall be appropriate to the work, clean, properly fitted, braced and rubbered.

(b) The Producer shall ensure that an adequate warm-up space is provided to permit all dancers to "warm-up" thirty minutes prior to the commencement of work. Such warm-up time shall count as time worked.

(c) A rest break of no less than ten (10) minutes per hour shall be granted during all Rehearsal/filming periods.

(d) The Producer shall ensure to the best of its ability that all surfaces on which the dancers are required to perform or rehearse are safe including that they are:

(i) resilient; and

(ii) clean and free of wax, nails etc.

(e) This Clause 42 applies only in circumstances where professional dancers are engaged to perform choreographed or unchoreographed dance (eg. rap, freestyle) to a level normally expected of a professional dancer.

43 NUDE/SEX SIMULATED SCENES

(a) (i) The Producer or his/her representative may not direct the Artist to appear nude, Semi-nude or in sex simulated scenes except where such a request has been previously discussed with the Artist and expressly stated in the Artist's contract or the separate written consent of the Artist has been obtained.

(ii) A Performer's consent to appear nude, Semi-nude or in a sex simulated scene may only be sought by the Producer where the Producer has specified the following in writing:

(A) The Program, episode and scene where the nudity will be required;

(B) The extent of the nudity involved;

(C) The type of physical contact (if any) required in the scene;

(D) The nature of the wardrobe involved (if any) (see through clothes etc.);

and any other relevant information requested by the Artist pertaining to the scene which may reasonably be expected to give full, true and complete disclosure and informed consent.

(b) Subject to Clause 43(c) the Producer may, for publicity purposes use stills of the Artist appearing in scenes referred to in Clause 43(a) provided that the Artist's written consent to such usage has been obtained.

(c) No still photographs will be taken during the Rehearsal or filming of scenes where the Artist is required to appear nude, Semi-nude or in sex simulated scenes. A special still photographic session may be conducted immediately prior to or after the filming of such scenes, provided that the Artist's consent is obtained pursuant

to Clause 43(b) and the Artist is clearly advised prior to and at the time of the stills session that such session is to take place. The Artist is to be given the right of approval in respect of selection of such publicity stills and shall not withhold approval beyond any conditions upon which consent may have been provided pursuant to Clause 43(b).

(d) The Artist may nominate an individual to be present during filming or Rehearsal of nude or sex simulated scenes.

(e) A Stand-In or Double cannot be used in a scene where the Stand-In or Double is required to appear nude, Semi-nude or in a sex simulated scene, unless the express written consent of the original Artist is obtained.

(f) (i) The Producer shall ensure during the Rehearsal or filming of sex simulated scenes or scenes where the Artist appears nude that the set (or place of Rehearsal) will be closed to all but essential production personnel.

(ii) Where the Artist is directed to appear Semi-nude (but not in a sex simulated scene) the Artist may request that the set or place of Rehearsal be closed as provided in Clause 43(f)(i).

(g) The Producer shall ensure to the best of its ability that all outtakes of the film featuring the Artist in scenes referred to in Clause 43(a) are destroyed. This shall not apply to outtakes held for alternative versions of the film necessitated by overseas distribution requirements. In the event however that outtakes are retained as provided for in this provision such outtakes are to also be destroyed when no longer required.

44 STORAGE OF PERSONAL EFFECTS

(a) The Producer shall make available a securable facility (eg. a trunk, large box or locker) for the storage of the personal effects of all Performers.

(b) The Producer shall nominate one or more persons to be responsible for locking and unlocking the facility for the purpose of storing personal effects therein.

(c) Neither the Producer nor any person responsible for unlocking/locking the facility shall be held responsible or liable for the safekeeping of the personal effects stored within the facility referred to in this clause.

45 BEREAVEMENT AND COMPASSIONATE LEAVE

(a) An Artist on weekly hiring shall on the death within Australia of the Artist's wife, husband, father, mother, brother, sister, child or step-child, be entitled to a maximum of 3 ordinary days leave (i.e. 8 hours at single time each day) without loss of pay.

(b) For the purpose of this clause 45, "wife" or "husband" shall not include a wife or husband from whom the Artist is separated but shall include a person who had been living with the Artist as a de facto wife or husband for at least 2 years at the time of death.

(c) The provisions of this clause shall also be extended to an Artist who had been living in an established homosexual relationship for at least 2 years at the time of death.

(d) A statutory declaration that there had been at least a 2 years' association at the time of death with such relative shall be considered adequate to support a claim that there was an established de facto or homosexual relationship.

(e) The right to such leave shall be subject to the following conditions:

(i) The Artist shall give the Producer prompt notice of his/her intention to take such leave and in all cases no later than one day of becoming aware of the death of the relative;

(ii) The Artist shall furnish proof of death satisfactory to the Producer and payment for leave shall not be made until such proof is provided;

(iii) The Artist shall be entitled to such leave only where he/she otherwise would have been on duty and shall not be entitled to such leave in respect of any period which coincides with any other period of leave entitlement under the Agreement or otherwise; and

(iv) It shall be incumbent on the Artist to make all reasonable efforts to arrive at an arrangement with the Producer which, while meeting the genuine need for leave, will avoid interruption to the production, or failing that, will minimise interruption to the production.

46. PARENTAL LEAVE

(a) Subject to Clause 46(b) and the terms of this clause, Artists are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(b) (i) With the exception of the "Definitions" provisions, the other provisions of this clause may be varied by agreement between the Producer and the Artist to take into account the particular circumstances of the Producer's production.

(ii) Where agreement cannot be reached pursuant to Clause 46(b)(i) the matter shall be referred to the Australian Industrial Relations Commission for determination.

(iii) The factors to be taken into account by the parties and the Commission in determining any matter referred to in Clause 46(b)(ii), shall include:

(A) the effect of any provision(s) of this clause upon the viability of the production;

(B) the status of the Artist seeking leave in accordance with this clause (eg. if the Artist is a lead or pivotal role in the production) and the effect on the Producer's production as a result of compliance with any provision(s) thereof;

(C) in respect of any application by an Artist for leave under this clause, the effect of compliance with any provisions of this clause upon any other Artist's employment;

(D) Whether or not the Producer is of the opinion that any provision(s) of this clause should not apply to his/her production and/or any provision(s) of this clause is not reasonable or practicable given the circumstances of the Producer's production and/or the exigencies of production in the television industry.

(A) MATERNITY LEAVE

Nature of Leave

(1) Maternity leave is unpaid leave.

Definitions

(2) For the purpose of this Clause 46(A) and this Clause 46(A) only:

(a) "Employee" includes an Artist employed on a part time basis but does not include an Artist engaged upon a daily or hourly basis.

(b) "Paternity leave" means leave of the type provided for in Clause 46(B) whether prescribed in an Agreement or otherwise.

(c) "Child" means a child of the Employee under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

(e) "Continuous service" means:

(A) service under an unbroken contract of employment and includes:

(i) any period of leave lawfully taken in accordance with this clause; and

(ii) any period of part-time employment worked in accordance with this clause, and

(iii) any period of leave or absence authorised by the Producer or by the Agreement.

or

(B) the total of separate periods of employment with the same Producer in a situation where:

(i) the contract of employment of the Employee ceases at the initiation of the Producer (eg. production break and/or Annual Close Down (as defined in Clause 18(g)); and

(ii) a fresh contract is entered into for a subsequent period immediately following any break in employment arising from the cessation of the contract as referred to in Clause 46(A)(2)(e)(B)(i); and

(iii) such break in employment does not exceed ten consecutive weeks.

Provided that the period of the break between the contracts of employment referred to in Clauses 46(A)(2)(e)(B)(i) and (ii) shall not be taken into account in calculating the period of the Employee's continuous service for any other purpose under this Agreement.

Eligibility for maternity leave

(3) An Employee who becomes pregnant, shall upon production to her Producer of the certificate required by Clause 46(A)(4), be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the Employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to Clauses 46(A)(6) and (9) the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The Employee must have had at least 12 months continuous service with that Producer immediately preceding the date upon which she proceeds upon such leave.

Certification

(4) At the time specified in Clause 46(A)(5) the Employee must produce to her Producer:

(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

Notice Requirements

(5) (a) An Employee shall produce to the Producer the certificate referred to in Clause 46(A)(4)(a) as soon as possible but not less than twenty-eight weeks prior to confinement.

(b) An Employee shall give not less than sixteen weeks notice in writing to the Producer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to the Producer the statutory declaration referred to in sub-paragraph Clause 46(A)(4)(b).

(c) The Producer by not less than 14 days notice in writing to the Employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

(d) An Employee shall not be in breach of this Clause 46(A)(5) as a consequence of failure to give the stipulated period of notice in accordance with Clause 46(A)(5)(b) if such failure is occasioned by the confinement occurring earlier than the presumed date.

(e) Subject to the provisions of Clause 46(A)(5)(c), the period of maternity leave may, by agreement between the Producer and the Employee, be commenced at such time that the Employee has a physical appearance which is inconsistent with her role, such agreement not to be unreasonably withheld.

Transfer to a safe job

(6) Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the employee to continue at her present work, the Employee shall, if the Producer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the Employee may, or the Producer may require the Employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of Clauses 46(A)(10), (11), (12) and (13).

Variation of period of maternity leave

(7) Provided the maximum period of maternity leave does not exceed the period to which the Employee is entitled under Clause 46(A)(3).

(a) (i) where the Employee has elected to take less than sixteen weeks maternity leave, the period of maternity leave may be lengthened once only by the Employee giving not less than six weeks notice in writing stating the period by which the leave is to be lengthened;

(ii) where the Employee has elected to take sixteen weeks or more maternity leave the period of maternity leave may be lengthened once only by the Employee giving not less than eight weeks notice in writing stating the period by which the leave is to be lengthened.

(iii) the period may be further lengthened by agreement between the Producer and the Employee.

(b) The period of maternity leave may, with the consent of the Producer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of maternity leave

(8) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an Employee terminates other than by the birth of a living child. Should this event occur within sixteen weeks of the proposed date of the maternity leave, the Employee will return to work as soon as practicable by agreement with the Producer.

(b) Where the pregnancy of an Employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the Employee to resume work at a time nominated by the Producer which shall not exceed sixteen weeks from the date of notice in writing by the Employee to the Producer that she desires to resume work, or a shorter period with the agreement of the Producer, such agreement not to be unreasonably withheld.

Special maternity leave and sick leave

(9) (a) Where the pregnancy of an Employee not then on maternity leave terminates after twenty-eight weeks other than by the birth of a living child then:

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the Employee is entitled under Clause 46(A)(3).

(c) For the purposes of Clause 46(A)(10), (11) and (12) hereof, maternity leave shall include special maternity leave.

(d) An Employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an Employee who was transferred to a safe job pursuant to Clause 46(A)(6), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

Maternity leave and other leave entitlements

(10) (a) Provided that the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the Employee is entitled under Clause 46(A)(3), an Employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an Employee during her absence on maternity leave.

Effect of maternity leave on employment

(11) Subject to this Clause 46(A), notwithstanding any Agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Agreement or agreement.

Termination of employment

(12) (a) An Employee on maternity leave may terminate her employment at any time during the period of leave by giving eight weeks' notice.

(b) An Producer shall not terminate the employment of an Employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise

the rights of an Producer in relation to termination of employment are not hereby affected, subject to the provisions of Clause 28(d).

Return to work after maternity leave

(13) (a) An Employee shall confirm her intention of returning to work by notice in writing to the Producer given not less than sixteen weeks prior to the expiration of her period of maternity leave. If the period of maternity leave taken is less than sixteen weeks then such notice shall be given not less than six weeks prior to the expiration of her period of maternity leave.

(b) An Employee, upon returning to work after maternity leave or the expiration of the notice required by Clause 46(A)(13)(a), shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an Employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an Employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing and in the Producer's opinion, suitable to perform she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

Replacement Employees

(14) (a) A Replacement Employee is an Employee specifically engaged as a result of another Employee proceeding on maternity leave.

(b) Before the Producer engages a Replacement Employee the Producer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(c) Before the Producer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising her rights under this Clause 46(A)(14), the Producer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.

(d) Nothing in this Clause 46(A)(14) shall be construed as requiring the Producer to engage a Replacement Employee.

(B) PATERNITY LEAVE

Nature of leave

(1) Paternity leave is unpaid leave.

Definitions

(2) For the purpose of this Clause 46(B) and this Clause 46(B) only:

(a) "Employee" includes an Artist employed on a part time basis but does not include an Artist engaged upon a daily or hourly basis.

(b) "Maternity leave" means leave of the type provided for in Clause 46(A) (and includes special maternity leave) whether prescribed in an Agreement or otherwise.

(c) "Child" means a child of the Employee or the Employee's spouse under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

(e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(f) "Continuous service" means:

(A) service under an unbroken contract of employment and includes:

(i) any period of leave lawfully taken in accordance with this clause; and

(ii) any period of part-time employment worked in accordance with this clause, and

(iii) any period of leave or absence authorised by the Producer or by the Agreement.

or

(B) the total of separate periods of employment with the same Producer in a situation where:

(i) the contract of employment of the Employee ceases at the initiation of the Producer (eg. production break and/or Annual Close Down (as defined in Clause 18(g)); and

(ii) a fresh contract is entered into for a subsequent period immediately following any break in employment arising from the cessation of the contract as referred to in Clause 46(B)(2)(f)(B)(i); and

(iii) such break in employment does not exceed ten consecutive weeks.

Provided that the period of the break between the contracts of employment referred to in Clauses 46(B)(2)(f)(B)(i) and (ii) shall not be taken into account in calculating the period of the Employee's continuous service for any other purpose under this Agreement.

Eligibility for paternity leave

(3) A male Employee, upon production to his Producer of the certificate required by Clause 46(B)(4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to one week at the time of confinement of his spouse;

(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity

leave taken by the Employee's spouse and shall not be taken concurrently with that maternity leave.

The Employee must have had at least 12 months continuous service with that Producer immediately preceding the date upon which he proceeds upon either period of leave.

Certification

(4) At the time specified in Clause 46(B)(5) the Employee must produce to the Producer;

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(b) in relation to any period to be taken under Clause 46(B)(3)(b) hereof, a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child;

(ii) particulars of any period of maternity leave sought or taken by his spouse; and

(iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

Notice Requirements

(5) (a) An Employee shall give the Producer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in Clause 46(B)(4) as soon as possible but not less than twenty-eight weeks prior to the proposed period of leave.

(b) The Employee shall not be in breach of this Clause 46(B)(5) as a consequence of failure to give the notice required in Clause 46(B)(5)(a) hereof if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the child; or

(iii) other compelling circumstances.

(c) The Employee shall immediately notify the Producer of any change in the information provided pursuant to Clause 46(B)(4).

Variation of period of paternity leave

(6) Provided the maximum period of paternity leave does not exceed the period to which the Employee is entitled under Clause 46(B)(3):

(a) (i) where the Employee has elected to take less than sixteen weeks paternity leave, the period of paternity leave provided by Clause 46(B)(3)(b) may be lengthened once only by the Employee giving not

less than six weeks notice in writing stating the period by which the leave is to be lengthened;

(ii) where the Employee has elected to take sixteen weeks or more than sixteen weeks paternity leave the period of paternity leave may be lengthened once only by the Employee giving not less than eight weeks notice in writing stating the period by which the leave is to be lengthened.

(iii) the period may be further lengthened by agreement between the Producer and the Employee.

(b) The period of paternity leave taken under Clause 46(B)(3)(b) may, with the consent of the Producer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of paternity leave

(7) Paternity leave, applied for under Clause 46(B)(3)(b) but not commenced, shall be cancelled when the pregnancy of an Employee's spouse terminates other than by the birth of a living child. Should this event occur within sixteen weeks of the proposed date of the paternity leave, the Employee will return to work as soon as practicable by agreement with the Producer.

Paternity leave and other leave entitlements

(8) (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the Employee is entitled under Clause 46(B)(3), an Employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an Employee during his absence on paternity leave.

Effect of paternity leave on employment

(9) Subject to this Clause 46(B), notwithstanding any Agreement or other provision to the contrary absence on paternity leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Award or agreement.

Termination of employment

(10) (a) An Employee on paternity leave may terminate his employment at any time during the period of leave by giving eight weeks' notice.

(b) The Producer shall not terminate the employment of an Employee on the ground of his absence on paternity leave, but otherwise the rights of the Producer in relation to termination of employment are not hereby affected, subject to the provisions of Clause 28(d).

Return to work after paternity leave

(11) (a) An Employee shall confirm his intention of returning to work by notice in writing to the Producer given not less than sixteen weeks prior to the

expiration of the period of paternity leave provided by Clause 46(B)(3)(b). If the period of paternity leave taken is less than sixteen weeks then such notice shall be given not less than six weeks prior to the expiration of the period of paternity leave.

(b) An Employee, upon returning to work after paternity leave or the expiration of the notice required by Clause 46(B)(11)(a), shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an Employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, and, in the opinion of the Producer, is suitable to perform, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

Replacement Employees

(12) (a) A Replacement Employee is an Employee specifically engaged as a result of another Employee proceeding on paternity leave.

(b) Before the Producer engages a Replacement Employee the Producer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(c) Before the Producer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising his rights under this Clause 46(B), the Producer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.

(d) Nothing in this Clause 46(B)(12) shall be construed as requiring the Producer to engage a replacement Employee.

(C) ADOPTION LEAVE

Nature of leave

(1) Adoption leave is unpaid leave.

Definitions

(2) For the purpose of this Clause 46(C) and this Clause 46(C) only:

(a) "Employee" includes an Artist engaged on a part time basis but does not include an Artist engaged upon a daily or hourly basis.

(b) "Child" means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

(c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(e) "Spouse" includes a de facto or a former spouse.

(f) "Continuous service" means:

(A) service under an unbroken contract of employment and includes:

(i) any period of leave lawfully taken in accordance with this clause; and

(ii) any period of part-time employment worked in accordance with this clause, and

(iii) any period of leave or absence authorised by the Producer or by the Agreement.

or

(B) the total of separate periods of employment with the same Producer in a situation where:

(i) the contract of employment of the Employee ceases at the initiation of the Producer (eg. production break and/or Annual Close Down (as defined in Clause 18(g)); and

(ii) a fresh contract is entered into for a subsequent period immediately following any break in employment arising from the cessation of the contract as referred to in Clause 46(C)(2)(f)(B)(i); and

(iii) such break in employment does not exceed ten consecutive weeks.

Provided that the period of the break between the contracts of employment referred to in Clauses 46(C)(2)(f)(B)(i) and (ii) shall not be taken into account in calculating the period of the Employee's continuous service for any other purpose under this Agreement.

Eligibility

(3) An Employee, upon production to the Producer of the documentation required by Clause 46(C)(4) shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to three weeks at the time of the placement of the child;

(b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the Employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(i) any period of leave taken pursuant to Clause 46(C)(3)(a); and

(ii) the aggregate of any periods of adoption leave taken or to be taken by the Employee's spouse;

The Employee must have had at least 12 months continuous service with that Producer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

(4) Before taking adoption leave the Employee must produce to the Producer:

(a) (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Employee for adoption purposes; or

(ii) A statement from the appropriate government authority confirming that the Employee is to have custody of the child pending application for an adoption order.

(b) In relation to any period to be taken under Clause 46(C)(3)(b) hereof, a statutory declaration stating:

(i) the Employee is seeking adoption leave to become the primary care-giver of the child;

(ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

(iii) for the period of adoption leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.

Notice requirements

(5) (a) Upon receiving notice of approval for adoption purposes, an Employee shall notify the Producer of such approval and within two months of such approval shall further notify the Producer of the period or periods of adoption leave the Employee proposes to take. In the case of a relative adoption the Employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(b) An Employee who commences employment with the Producer after the date of approval for adoption purposes shall notify the Producer thereof upon commencing employment and of the period or periods of adoption leave which the Employee proposes to take. Provided that such Employee shall not be entitled to adoption leave unless the Employee has not less than 12 months continuous service with that Producer immediately preceding the date upon which he or she proceeds upon such leave.

(c) An Employee shall as soon as the Employee is aware of the presumed date of placement of a child for adoption purposes, give notice in writing to the Producer of such date, and of the date of the commencement of any period of leave to be taken under Clause 46(C)(3)(a).

(d) An Employee shall, sixteen weeks before the proposed date of commencing any leave to be taken under Clause 46(C)(3)(b) give notice in writing to the Producer of the date of commencing leave and the period of leave to be taken.

(e) An Employee shall not be in breach of this Clause 46(C)(5), as a consequence of failure to give the stipulated period of notice in accordance with Clause 46(C)(5)(c) and (d) if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Variation of period of adoption leave

(6) (a) Provided the maximum period of adoption leave does not exceed the period to which the Employee is entitled under Clause 46(C)(3).

(i) where the Employee has elected to take less than sixteen weeks adoption leave, the period of leave taken under Clause 46(C)(3)(b) may be lengthened once only by the Employee giving not less than six weeks notice in writing stating the period by which the leave is to be lengthened;

(ii) where the Employee has elected to take sixteen weeks or more adoption leave the period of adoption leave may be lengthened once only by the Employee giving not less than eight weeks notice in writing stating the period by which the leave is to be lengthened.

(iii) the period may be further lengthened by agreement between the Producer and Employee.

(b) The period of adoption leave taken under Clause 46(C)(3)(b) may, with the consent of the Producer, be shortened by the Employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of adoption leave

(7) (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed. Should this event occur within sixteen weeks of the proposed date of the adoption leave, the Employee will return to work as soon as practicable by agreement with the Producer.

(b) Where the placement of a child for adoption purposes with an Employee then on adoption leave does not proceed or continue, the Employee shall notify the Producer forthwith and the Producer shall nominate a time not exceeding sixteen weeks from receipt of notification for the Employee's resumption of work, or a shorter period with the agreement of the Producer, such agreement not to be unreasonably withheld.

Special leave

(8) The Producer shall grant to any Employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the Employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the Employee the Producer may require the Employee to take such leave in lieu of special leave.

Adoption leave and other entitlements

(9) (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the Employee is entitled under Clause 46(C)(3), an Employee may, in lieu of or in conjunction with adoption

leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave), shall not be available to an Employee during the Employee's absence on adoption leave.

Effect of adoption leave on employment

(10) Subject to this Clause 46(C), notwithstanding any Agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an Employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Agreement or agreement.

Termination of employment

(11) (a) An Employee on adoption leave may terminate his/her employment at any time during the period of leave by giving eight weeks' notice.

(b) The Producer shall not terminate the employment of an Employee on the ground of the Employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the Producer in relation to termination of employment are not hereby affected.

Return to work after adoption leave

(12) (a) An Employee shall confirm the intention of returning to work by notice in writing to the Producer given not less than sixteen weeks prior to the expiration of the period of adoption leave provided by Clause 46(C)(3)(b). If the period of adoption leave taken is less than sixteen weeks then such notice shall be given not less than six weeks prior to expiration of the period of adoption leave.

(b) An Employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an Employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, and, in the opinion of the Producer, is suitable to perform, the Employee shall be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

Replacement Employees

(13) (a) A Replacement Employee is an Employee specifically engaged as a result of another Employee proceeding on adoption leave.

(b) Before the Producer engages a Replacement Employee the Producer shall inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(c) Before the Producer engages a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising rights under this subclause, the Producer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.

(d) Nothing in this Clause 46(C)(13) shall be construed as requiring the Producer to engage a Replacement Employee.

(D) PART-TIME WORK

Definitions

(1) For the purpose of this Clause 46(D) and this Clause 46(D) only:

(a) "Male Employee" means an employed male who is caring for a child born of his spouse or a child placed with him for adoption purposes.

(b) "Female Employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(c) "Spouse" incudes a de facto spouse.

(d) "Former position" means the position held by a Female Employee or Male Employee immediately before proceeding on leave or part-time employment under this sub-clause whichever first occurs or, if such position no longer exists and there are other positions available for which the Employee is qualified and the duties of which he or she is capable of performing, and in the Producer's opinion is suitable to perform, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

(e) "Continuous service" means:

(A) service under an unbroken contract of employment and includes:

(i) any period of leave lawfully taken in accordance with this clause; and

(ii) any period of part-time employment worked in accordance with this clause, and

(iii) any period of leave or absence authorised by the Producer or by the Agreement.

or

(B) the total of separate periods of employment with the same Producer in a situation where:

(i) the contract of employment of the Employee ceases at the initiation of the Producer (eg. production break and/or Annual Close Down (as defined in Clause 18(g)); and

(ii) a fresh contract is entered into for a subsequent period immediately following any break in employment arising from the cessation of the contract as referred to in Clause 46(D)(1)(e)(B)(i); and

(iii) such break in employment does not exceed ten consecutive weeks.

Provided that the period of the break between the contracts of employment referred to in Clauses 46(D)(1)(e)(B)(i) and (ii) shall not be taken into account in calculating the period of the Employee's continuous service for any other purpose under this Agreement.

Entitlement

(2) With the agreement of the Producer:

(a) A Male Employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(b) A Female Employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(c) A Female Employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(d) In relation to adoption a Female Employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

Return to former position

(3) (a) An Employee who has had at least 12 months continuous service with the Producer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(b) Nothing in Clause 46(D)(3)(a) shall prevent the Producer from permitting the Employee to return to his or her former position after a second or subsequent period of part-time employment.

Effect of part-time employment on continuous service

(4) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro rata entitlements

(5) Subject to the provisions of this Clause 46(D) and the matters agreed to in accordance with Clause 46(D)(8), part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

Transitional arrangements - annual leave

(6) (a) An Employee working part-time under this Clause 46(D) shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the Employee were working full-time in the class of work the Employee was performing as a full-time Employee immediately before commencing part-time work under this Clause 46(D).

(b) (i) a full-time Employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this Clause 46(D), in such periods and manner as specified in this Agreement, as if the Employee were working part-time in the class of work the Employee was performing as a part-time Employee immediately before resuming full-time work.

(ii) provided that, by agreement between the Producer and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

Transitional arrangements - sick leave

(7) An Employee working part-time under this Clause 46(D) shall have sick leave entitlements which have accrued under this Agreement (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time Employee or as a full-time Employee, it shall be debited for the ordinary hours that the Employee would have worked during the period of absence.

Part-time work agreement

(8) (a) Before commencing a period of part-time employment under this Clause 46(D) the Employee and the Producer shall agree:

(i) that the Employee may work part-time;

(ii) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the Producer. A copy of the agreement and any variation to it shall be provided to the Employee by the Producer.

(d) The terms of this agreement shall apply to the part-time employment.

Termination of employment

(9) (a) The employment of a part-time Employee under this Clause 46(D), may be terminated in accordance with the provisions of this Agreement but may not be terminated by the Producer because the Employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposed to enjoy any benefits arising under this clause.

(b) Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time Employee as qualifying for a

termination entitlement based on the period of full-time employment and all service as a part-time Employee on a pro rata basis.

Extension of Hours of Work

(10) The Producer may request, but not require, an Employee working part-time under this clause to work outside or in excess of the Employee's ordinary hours of duty provided for in accordance with Clause 46(D)(5).

Nature of part-time work

(11) The work to be performed part-time need not be the work performed by the Employee in his or her former position but shall be work otherwise performed under this Agreement.

Inconsistent Agreement provisions

(12) An Employee may work part-time under this clause notwithstanding any other provisions of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(a) limiting the number of Employees who may work part-time;

(b) establishing quotas as to the ratio of part-time to full-time Employees;

(c) prescribing a minimum or maximum number of hours a part-time Employee may work; or

(d) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

Replacement Employees

(13) (a) A Replacement Employee is an Employee specifically engaged as a result of another Employee working part-time under this sub-clause.

(b) A Replacement Employee may be employed part-time. Subject to this Clause 46(D)(13) and Clauses 46(D)(5), (6), (7), (8), (9) and (12) apply to the part-time employment of Replacement Employees.

(c) Before the Producer engages a Replacement Employee under this Clause 46(D)(13), the Producer shall inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

(d) Unbroken service as a Replacement Employee shall be treated as continuous service for the purposes of Clause 46(D)(1)(e).

(e) Nothing in this Clause 46(D)(13) shall be construed as requiring the Producer to engage a Replacement Employee.

47 ENTERPRISE FLEXIBILITY ARRANGEMENTS

(a) Nothing contained in this Agreement must in any way prevent or frustrate genuine consultation between Producers and their Artists which may lead to agreement on terms and conditions for specific productions that vary from the prescriptions of this Agreement.

(b) Such specific agreement(s) must not on balance disadvantage the Artist in the terms of the overall benefits due to that Artist under the terms of this Agreement.

(c) Subject to Clause 47(b) MEAA will not unreasonably refuse a proposed Agreement change that meets a legitimate business need.

(d) The Producer may seek these variations by either or both of the following two methods:

(i) by providing the proposed variation to MEAA in writing to the Federal Secretary. The Producer and MEAA, on behalf of its members, will negotiate the proposed variation within seven working days of receipt of said proposed variation. Where MEAA opposes the variation it will advise its reasons and, where requested, provide the reasons in writing. If no agreement is reached within the seven days the matter may be referred to the Industry Review Panel. The Industry Review Panel will consist of an official of MEAA and an official of SPAA together with a representative of the Producer. The Review Panel will meet within two working days of the failure to reach agreement. The Panel will review the matter in an effort to assist the parties to reach an agreement. Such agreed variation(s) will be the accepted terms and conditions of employment for that production;

(ii) all Artists who would be affected by the proposal are provided in writing with details of the proposal; and

(1) the affected Artists are given a reasonable opportunity to discuss the proposal amongst themselves without the presence of the Producer; and

(2) the majority of affected Artists agree to the proposal by a majority vote by way of a secret ballot, such ballot to be conducted in a fair and reasonable manner as agreed between MEAA and the Producer.

48 ANTI-DISCRIMINATION

(a) It is the intention of the respondents to this Agreement to achieve the principal object in section 3(j) of the Workplace Relations Act 1996 through respecting and valuing diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, having consideration for the inherent requirements of a role or production.

(b) Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

(c) Nothing in this clause is to be taken to affect:

(i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

(ii) junior rates of pay;

(iii) an Artist, an Producer or the MEAA, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or

(iv) the exemptions in sections 170CK(3) and (4) of the Act.

49. SMOKING

(a) The Producer or his/her representative may not direct the Artist to smoke or appear to be smoking except where such a request has been previously discussed with the Artist and is expressly stated in the Artist's contract or the separate written consent of the Artist has been obtained.

(b) Where the written consent of the Performer has been obtained, the Producer may for publicity purposes use stills of the Artist appearing in such scenes.

(c) A Performer's consent to smoke in a scene may only be sought by the Producer where the Producer has specified the following in writing:

(i) The Program episode and scene where smoking will be required; and

(ii) The extent of the smoking involved.

50. OPTIONS

(a) In any agreement a Performer may grant to the Producer an option or series of options for the Performer's services for a total period (including the initial Engagement) of no more than three years provided that the following criteria are met:

(i) each option must state a date by which it must be exercised or lapse;

(ii) each option must state a date before which the Performer's Engagement for the next series (or Program) will not commence ("Earliest Commencement Date");

(iii) each option must state a date by which, if the option is exercised, the Performer's Engagement for the next series (or Program) will commence ("Latest Commencement Date");

(iv) each option must specify the minimum and maximum duration of the Performer's Engagement for each series (or Program);

(v) the Performer's Total Fee must increase by a minimum of 5% at a frequency no less than every 12 months from the date of commencement of the first agreement granting an option provided that:

(A) this provision will not apply where the Performer is engaged at a BNF equal to or greater than three times the Agreement Rate, and

(B) all increases to the Agreement Rate will be absorbed in over-agreement payments.

(b) No option will be considered effective unless exercised in writing;

(c) At the time an option is exercised, the Producer must notify the Performer of the following details in writing:

(i) the exact duration of the Performer's next Engagement; and

(ii) either the commencement date of the Performer's next Engagement, or an indication of the commencement date ("the Indicative Date"). Where an Indicative Date is given, the commencement date may be changed by the Producer to a date which is up to 21 days earlier or later than the Indicative Date ("the Indicative Period").

(d) At any time up to the written confirmation of the commencement date by the Producer:

(i) the Performer may seek and accept the offer of alternative professional work for dates within the Indicative Period which are prior to the Indicative Date provided that before accepting the offer, the Performer must advise the Producer in writing within 24 hours of the Performer's receipt of the offer and provide details of the proposed dates and the nature of the role; and

(ii) the Performer may seek and accept professional work in the Indicative Period for dates which are on or after the Indicative Date subject to the following:

(A) Prior to accepting any offer of alternative professional work, the Performer must provide the Producer with written evidence of the work including the nature of the role that the Performer would be performing and dates and times at which the work is to be performed;

(B) The Producer will have three business days from receipt of the written evidence to either release the Performer to accept the offer of work on the basis that the Performer's services are not required by the Producer, or to advise the Performer that the Producer requires the Performer to work on those dates and pay the Performer their Total Fee for the dates requested within the Indicative Period.

(iii) A third party offer of voice-over work for which the Performer is given less than three days notice may be accepted by the Performer without notice being provided to the Producer if no call sheet has been issued by the Producer for the dates required for the voice-over work.

(iv) The Producer will use reasonable endeavours to accommodate any third party offer of work received by the Performer if the Performer is not required by the Producer for shooting or Rehearsal on the days required by the third party work.

(e) Either the Producer or the Performer may seek mediation with respect to any dispute about options arising under this clause.

Transitional Arrangement: The parties agree that the option clauses applicable at the time of the making of this Agreement will not be rewritten, however it is accepted that:

1. the exercise of the option will be in accordance with the new agreement; and

2. where an option clause is exercised, and the relevant contract contains more than one option, that when the new contract is being written the option clause will be reworded in accordance with the new obligations.

3. the parties agree to negotiate in good faith where any dispute arises between the parties in relation to Clause 50.

51 NO EXTRA CLAIMS

The MEAA undertakes that it will make no further claims for the term of this Agreement except as set out in Clause 39 above and in relation to the negotiation of an Agreement to replace this Agreement which negotiations will commence no earlier than 1 July 2010

SCHEDULE "A"

Dispute Settlement Procedure

(a) The parties to this Agreement are committed to promoting good industrial relations based upon goodwill, consultation and discussion.

(b) Stages 1 to 5 of this procedure shall be observed by the Artist(s)/MEAA and the Producer/SPAA to resolve any grievance, claim or dispute other than a safety dispute which arises at the workplace in respect of local matter, the resolution of which is not likely to have a repercussive impact at any other location in the industry.

(c) Stages 4 and 5 of this procedure shall be observed by the MEAA and the parties to this Agreement to resolve any grievance, claim or dispute other than a grievance, claim or dispute referred to in paragraph (b) hereof or a safety dispute.

(d) During the progress of discussions pursuant to Stages 1 to 5 of this procedure, no stoppage of work or any other form of limitation of work shall be applied by either the Producer or the Artist(s).

(e) In the event of a grievance, claim or dispute arising which involves the working of overtime in accordance with the Agreement by any Artist(s), the dispute settling procedure set out herein shall be observed. During the progress of discussions pursuant to Stages 1 to 5 of this procedure, work shall continue in the normal manner and overtime shall be worked as instructed by the Producer in accordance with the Agreement.

(f) Subject to (c) hereof, nothing contained herein shall preclude the Producer and/or SPAA and the union from entering into direct negotiations on any matter.

Procedure

Stage 1 The grievance, claim or dispute shall be discussed between the Artist(s) concerned and his/her/their immediate supervisor(s). A MEAA representative may be requested to join the discussion.

Stage 2 If not resolved, the grievance, claim or dispute shall be discussed between an accredited union representative and a delegated officer of the Producer.

Stage 3 If agreement has not been reached the grievance, claim or dispute shall be discussed between the accredited union representative (or his/her nominee) and the Producer (or his/her nominee).

Stage 4 If the grievance, claim or dispute is still not resolved it shall be discussed between the union and the Producer organisation(s).

Stage 5 If the matter remains unresolved, then, without prejudice to the rights of any party under the *Workplace Relations Act 1996*, the matters should be referred to the Industrial Relations Commission.

.Cast Payment Advice **SCHEDULE B**

Production Company: ..... Artists Name: .....
Production Title: ..... Artists Agent: .....
Address: ..... Address: .....
....
....
Telephone: ..... Payment for w/e: .....
Eps. Nos. .....

	%	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date										
Basic Negotiated Rate										
Payment for Rights										
Contracted Overtime										
TOTAL FEE:										
Overtime/Additional - Overtime										
Penalty Payments										
Cancellations										
Postponements										
Rehearsals										
Wardrobe Calls										
Travel Days										
Post Sync										
Annual Leave										
Allowances										
Other										
TOTAL GROSS:										

Less: Tax

Less: Other
Add: Other
NET PAYMENT TO AGENT

Pay Advice Form For Extras **SCHEDULE C**

Production Company: .....
Production Title: .....
Address: .....
.....
.....
Telephone: .....
Eps. Nos. .....

Artists Name: .....
Artists Agent: .....
Address: .....
.....
.....
Payment for w/e: .....

	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date									
Basic Negotiated Rate									
Contracted Overtime									
TOTAL FEE:									
Overtime/Additional -									
Penalty Payments									
Cancellations									
Postponements									
Rehearsals									
Wardrobe Calls									
Travel Days									
Annual Leave									
Allowances									
Other									
TOTAL GROSS:									

Less: Tax
Less: Other
Add: Other

NET PAYMENT TO AGENT:

SCHEDULE D

TIME SHEET

FOR WEEK ENDING:.....

ARTIST'S NAME: .....

ARTIST'S AGENT: .....

	CALL TIME	ARRIVAL	FINISH	MEAL BREAK 1	MEAL BREAK 2	ARTIST'S INITIAL	EPISODE NOS	REMARKS
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								

ARTIST'S SIGNATURE:.....

SCHEDULE "E"

Examples to illustrate the application of Clauses 10(B)(a), 10(C)(b)(ii) and 10(C)(b)(iii):

Example 1

In week 1 the Artist works in two half-hours on location on the same day and in week 2 works in the same two half-hours in the studio.

	Week 1	Week 2
Location	1 2 -	- - -
Studio	- - -	1 2 -
Payment	Daily rate	2 Ep. rate

Example 2

In week 1 the Artist works in three half- hours on location on one or more days plus three different half- hours in the studio and in week 2 works in the studio on the same episodes as those in which s/he worked on location in week 1.

	Week 1	Week 2
Location	- 6 7 8	- - - -
Studio	1 2 3 -	- 6 7 8
Payment	3 Ep. rate	3 Ep. rate

Example 3

In week 1 the Artist works in two half- hours on the same day and in three different half- hours in the studio and in week 2 works in two half- hours, only one of which is the same half- hour as those worked on location in week 1.

	Week 1	Week 2
Location	9 10 - -	- - -
Studio	- 6 7 8	- 10 11
Payment	4 Ep. rate	2 Ep. rate

Example 4

In week 1 the Artist works in three half- hours on location and in different two half- hours in the studio and in week 2 works in the studio in the same three half- hours as worked on location in week 1.

	Week 1	Week 2
Location	13 14 - 16	- - - -
Studio	- 10 11 -	13 14 - 16
Payment	2 Ep. rate	3 Ep. rate

Example 5

In week 1 the Artist works in three half- hours in the studio only, in week 2 works in two half-hours on location only and in week 3 works in two different half- hours in the studio only.

	Week 1	Week 2	Week 3
Location	- - - -	21 22 -	- - - -
Studio	13 14 - 16	- - - -	- - 23 24
Payment	3 Ep. rate	2 Ep. rate	2 Ep. rate

Example 6

Same as for example 5 above, but with a "pick-up" in week 2. (See Clause 10B(A)(v)).

	Week 1	Week 2	Week 3
Location	- - - -	21 22 -	- - -
Studio	13 14 - 16	- - -	- 23 24
P/UP	- - - -	16 - - -	- - -
Payment	3 Ep. rate	2 Ep. rate	2 Ep. rate

Example 7

The Artist works in the studio in both weeks but has a "pick-forward" in week 1.

	Week 1	Week 2
Location	25 - 27 -	- 30 31
P/Forward	- 30 - -	- - - -
Payment	2 Ep. rate	2 Ep. rate

Example 8

Same as for example 7 but no work is performed in week 2.

	Week 1	Week 2
Location	25 - 27 -	- - -
P/Forward	- 30 - -	- - - -
Payment	3 Ep. rate	No payment

SCHEDULE F

ATPA – GRANDFATHERED PROJECTS

1. *Neighbours,* Fremantle Media
2. *Killing Time*, Fremantle Media
3. *As the Bell Rings,* Fremantle Media
4. *Underbelly* telemovies – *Infiltration, Tell Them Lucifer Was Here, The Man Who Got Away.* Screentime
5. *Aliens of Lightning Point* (aka *Alien Surf Girls*), Shooting November 1, 2010, Jonathan Shiff Productions.
6. *My Place Part 2,* Matchbox Picture Pty Ltd
7. *The Straits*, Matchbox Picture Pty Ltd
8. *The Games – London Calling*, Riley Turner Productions
9. *Bed of Roses.* Shooting May 3 – September 15, 2010, Ruby Entertainment
10. *Like a Virgin*, Porchlight Films
11. *Li'L Larrikins,* Series 1, in production, Ettamogah Entertainment Pty Ltd
12. *Guess How Much I Love You*, Recording August 23, 2010, SLR Productions
13. *Moonsurfers*, Shooting October 4, 2010, Mumbo Jumbo Animation Pty Ltd
14. *Sunny Time Zoom Zoom*, Shooting November 15, 2010, Gav Barbey and Mark Giblin
15. *Rush* (Series 3), Southern Star Group Ltd
16. *Offspring,* Southern Star Group Ltd
17. *Spirited Series 2,* Southern Star Group Ltd
18. *Rescue Special Ops (Series 3),* Southern Star Group Ltd
19. *Ita / Cleo*, 2x2hr miniseries, shooting 1/11/10, Southern Star Group Ltd

SIGNATORIES

for and on behalf of the MEDIA ENTERTAINMENT & ARTS ALLIANCE

Signature:

Name:

Position:

Date:

for and on behalf of the SCREEN PRODUCERS ASSOCIATION OF AUSTRALIA AND SPAA MEMBERS

Signature:

Name:

Position:

Date:

SPAA MEMBERS (as at the date of this Agreement)

[to be listed]