



Actors' Television Programs Agreement Summary 2013-2015

Rates & Conditions as at 1 September 2014

About this Agreement

The Australian Television Programs Agreement (ATPA) is the minimum rates and conditions agreement which applies to all Performers and television/digital drama and comedy Producers working in Australia. It is negotiated between Equity and the Screen Producers Association of Australia (SPAA). The ATPA was endorsed by Equity members in September 2013 and will remain in place until 1 July 2015.

Union and Health & Safety Rights

Your right to be an active union member

Equity members and non-members have the right to attend Equity cast meetings organised during production or rehearsals. Equity members have a right to, and are encouraged to, elect Equity cast **deputies** who can then work as an intermediary between union members and producers.

By law, Performers cannot be discriminated against or harmed in any way at work by a Producer because you choose to be an active member of their union.

Your right to a Safe & Healthy Workplace

An employer has responsibility under the *Workplace Health & Safety Act 2011* to eliminate, so far as reasonably practicable, any risks to their employees' health and safety at work.

To assist with maintaining and improving the health and safety of employees at work, an employee can request the employer to assist in organising the election of Health & Safety Representatives (HSR) from crew and cast. If an employer receives a request they must by law facilitate such an election.

Once a HSR is duly elected they have the power under the WHS Act 2011 to represent employees in relation to health & safety matters, investigate complaints and advise employees if it is not safe to work.

Hours of Work

Generally, for drama and comedy programs, ordinary hours' are 40 hours per week, 8 hours per day. Ordinary hours are to be worked between 7am and 8pm, Monday to Friday. Beyond these hours, Performers are entitled to overtime payment.

For employees working on a serial program, the ordinary working week is either 32 hours (for 1-2 episodes per week) or 40 (for 3, 4 or 5 episodes per week), which may be worked over 5 days.

Performers (class I & II) may be engaged on a daily or weekly basis only, except where a wardrobe call or additional dialogue recording (ADR) is required outside the period of engagement - in which case a minimum call of 2.5 hours applies. Extras, bit players, doubles and stand-ins may be engaged by the week, day or hour, with a minimum call of 4 hours.

Artists must be given no less than 10 hours' notice of call times.

Unsafe or unreasonable hours of work

All artists are entitled to refuse to work additional hours beyond their ordinary hours, if they consider the request for overtime is unreasonable. For example, if the overtime will have a genuine impact on the health and safety of the cast or crew or an unreasonable impact on family/carer responsibilities, you have a right to refuse such an overtime request.

What is included in work?

The time taken for the application and removal of make-up and costumes counts as time worked.

A performer required by the producer to attend a medical appointment will be paid an hourly BNF rate, with a minimum call of 2.5 hours.

Stunt performers are paid at their total fee (as opposed to the BNF) when performing a stunt in rehearsal regardless of whether the rehearsal is recorded.

Wardrobe call

An artist called for a wardrobe call shall be paid a minimum 2.5 hours at the minimum hourly rate of:

- 1 July 2013 - \$36.63
- 1 July 2014 - \$37.47

If the artist is required to stay overnight and is called for wardrobe on a day off, they shall receive their BNF for the day.

Turnaround

The time between the conclusion of work on one day and the commencement of work on the next must be 10 hours. If not, you are entitled to be paid double time until you receive that 10 hour break.

When an artist receives only one scheduled day off in a week, the break must be a minimum of 34 consecutive hours.

If such break is less than 34 hours the artist shall be paid double time for the period worked within that 34 hours – for example if only given a 30 hour break, the artist shall receive double time for the first 4 hours of work post break.

Overtime and Penalty Rates

Artists shall work overtime as the producer reasonably requires (unless the request is unreasonable). Any time worked beyond 8 hours shall be paid 150% for the first 3 hours and 200% thereafter.

Saturday can be worked as ordinary hours if an artist has been rostered a day off during that Monday - Friday. If a Saturday is worked instead of a Monday – Friday workday, the artist will be paid 125% with a maximum of 8 ordinary hours. Any overtime worked after 8 hours will be paid 175% for the first 3 hours and 200% after that.

If an artist works overtime on Saturday (that is, the artist has not had a day off between Monday – Friday), they shall be paid 150% for the first 3 hours and 200% after that.

All time worked on a Sunday shall be paid 200%.

For night work the following rates apply:

- Between 8.00pm – 7.00am Monday to Friday – additional 25%
- Before 7.00am and after 8.00pm on Saturday – additional 50%

Producers may purchase in advance a specific amount of overtime provided:

- The details of are set out in writing and signed prior to the artist commencing employment;
- The amount is no less than the total of all applicable rates.

If an artist works hours in excess of the overtime already purchased, the producer may be liable to pay further overtime (see ATPA clause 12(j) for full details).

Postponement & Cancellation

Postponement

A call can be postponed to an alternative date/time without payment if more than 7 days' notice (168 hours prior to the original call time) is provided to the performer.

In all other circumstances the following payment applies, calculated on the daily BNF of the postponed call:

- 24 hours' notice or less - 75%
- Between 24 – 48 hours' notice - 50%
- Between 2 – 5 days' notice - 33.33%
- Between 5 - 7 days' notice - 16.75%

Call substituted by another call

Where a postponed call is replaced by another call the performer will be paid the rate negotiated for the original call.

Postponement due to adverse weather conditions

Where a performer is booked for a call but no work is performed on that day due to weather conditions the performer will be paid 50% of the daily BNF if they were not required to attend the place of work on that day or 75% if they were required to attend the place of work.

If the performer has attended the place of work and was not advised of the weather related postponement prior to their attendance or the place of work is more than 20km from the relevant GPO, the performer will be paid 100% of their BNF.

Cancellation

If a call is cancelled the performer will be paid their Total Fee.

Leave Entitlements

Annual Leave - 12 months continuous service

(Generally applies to weekly performers engaged on long running TV series)

For each year of continuous service all performers are entitled to 4 weeks (20 days) paid annual leave. An artist may be directed by the producer to take some of their accrued annual leave entitlement in any period in which the program is in shutdown or production break.

Where the producer directs a performer to take their leave they will give the maximum possible notice to the performer and no less than 1 month notice (4 weeks).

Annual Leave - Less than 12 months employment

Performers who work on programs for less than 12 months have their annual leave payment calculated in the following way - 1/12th of their Total Fee (divided by 40 hours for weekly employees or by 8 hours for daily employees) and then that 1/12th figure is multiplied by the number of actual hours worked during the engagement, including overtime.

All untaken leave that has been accrued must be paid out to the performer at the end of any engagement.

Personal Leave (Sick Leave)

Performers are entitled to 10 days sick leave for each 12 months service and will receive single time payment for each day of leave if, within 24 hours of falling ill, they have advised their employer of their genuine personal illness, and the illness is not due to their own negligence and is not related to a workplace injury.

Carers' Leave

A performer can access some or all of their accrued personal leave (above) to care for an immediate family member or member of their household who requires care due to a personal illness or injury or experiencing an unexpected emergency.

Compassionate Leave

A performer has access to 3 days paid compassionate leave where a member of their immediate family or household contracts a life threatening illness, receives a life threatening injury, or dies.

If an artist needs to take sick, carers' or compassionate leave, appropriate notice and satisfactory evidence must be given to the employer.

Travel & Transport

Transport/Travel

The employer must provide transport between the pick-up point and place of work if an artist requires it.

The pick-up point must be within 20km of the GPO of the capital city in which the performer lives. If the studio is outside this radius, the location of the pick-up point must be within the radius.

Performers under 16 years shall be provided with transport by the producer between home and work. For all other artists, the employer shall provide transport to/from home if:

- An artist commences or finishes work at a time when the normal means of transport is not available within 30 mins; and
- If an artist is starting work before 7am or finishing after 7pm (8pm daylight saving), unless the artist has their own means of transport.

If an artist uses their own transport at request of the producer, they are entitled to an allowance of:

- \$0.91 cents per km for motorcars
- \$0.43 cents per km for motorcycle

Travelling time both ways between the pick-up point and place of work is counted as time worked, except in relation to interstate artists or artists staying in accommodation other than their own residence, in which case entitlements differ (see ATPA for full details).

When required to travel, an artist shall be provided with travel tickets for aircraft, train or ship (where applicable).

If travelling during mealtimes an artist shall be provided with a meal or paid an allowance. If required to stay away from home overnight, an artist shall be paid an accommodation allowance (see ATPA allowance sheet for details).

Facilities

Studio

Adequate change rooms and separate rooms/facilities for sexes shall be provided, including mirrors, seating, towels, soap and where necessary showers and hot and cold water. A 'green room' shall be available for artists use on on-going serial or series productions.

On Location

Producers must provide adequate shelter from harsh weather and sun, change rooms and toilet and washing conveniences with towels and soap provided. An enclosed area such as a room, tent, marquee or other facility, is also required when more than 4 performers are present.

Facilities for Juvenile Performers

The producer must provide a separate green room for juvenile performers (16 yrs or under) if tutoring is required.

Commercial Tie-ups, Holds, Options

Commercial Tie-ups

An artist's name or image cannot be used for commercial tie-ups between programs and commercial goods, or commercial advertising without their written consent.

If seeking consent from an artist, a producer must outline in writing information on a range of matters (see ATPA clause 38(b) for full details).

Options

A contractual option to lock a performer into future contracts on subsequent series/programs can only be sought from performers contracted on a weekly basis or in a role defined as a 'major role'.

Holds

The Producer cannot arrange for a performer to be placed on 'hold' in excess of 36 hours from the time when the performer/agent received the hold request (except where the commencement of the hold period falls upon a Friday or day preceding a Public Holiday). Except in exceptional circumstances (eg weather conditions) the Producer may not place a performer on hold in excess of 3 occasions in any calendar month.

Casting

Auditions, screen tests and interviews

Artist shall be given specific times of attendance for an audition, screen test or interview.

Only producers and members of their staff can be present in auditions and screen tests and they shall not be held in public. Recording of auditions/screen tests can only be used for private viewing by producers and their staff and shall be retained solely for reference purposes by the producer.

An artist shall receive minimum rates of pay for auditions and/or screen tests (other than the initial audition/screen test). The minimum pay rate is:

- 1 July 2013 - \$36.63
- 1 July 2014 - \$37.47

The artists shall be paid per hour with a minimum payment of one hour at the above rate. The commencement of an audition/screen test is the time of the artist's call or arrival time, whichever is the later.

An artist shall not be required to do the following:

- Perform a sex simulated scene in any audition or screen test,
- Appear nude or semi-nude in the first audition or screen test.

If required to appear nude/semi-nude in an audition, the producer shall:

- Provide the artists with the script 24 hours prior to audition,
- Allow the artist to nominate someone to be present throughout the audition,
- Make no recording of the audition.

Diversity in Casting

In 2013, producers agreed to adopt a new casting policy that encourages the inclusion of performers from diverse ethnic backgrounds and/or with a disability. This policy should be attached to the producer's contracts with directors and casting consultants before the casting process commences.

Nudity & Smoking

An artist shall not appear nude/semi-nude or in a sex simulated scene, unless:

- It has been previously discussed with the artists and stated in their contract; or
- Separate written consent by the artist has been obtained.

In seeking consent for such scenes from an artist, a producer must place the necessary details in writing (see ATPA clause 43 for full details).

During rehearsal/filming of such scenes the set or rehearsal space shall be closed to all but essential production personnel. The artist may request a closed set when appearing semi-nude and may nominate someone to be present.

Producers may use stills of such scenes for publicity purposes with written consent from the performer. Photographic stills cannot be taken during rehearsal or filming of scenes, however they can be taken before or after in a special photographic session (see ATPA clause 43(c) for full details).

The artist holds the right of approval regarding the selection of publicity stills although they may not withhold their approval beyond those conditions the artist set as part of their consent.

A stand-in or double cannot be used in nude/semi-nude or sex simulated scenes without the original artist's written consent.

Where third parties, including TV networks, breach contracts relating to footage containing nudity, the producer take all reasonable steps to rectify the breach.

Smoking

Written consent must be sought with a performer before any scenes involving the performer smoking are rehearsed or recorded. Such written consent must specify where smoking is required and the extent of the smoking involved.

Further Information

This document summarises the general **conditions** of employment. It is only intended to be used for reference purposes and is not a substitute for the legal document. While every effort has been made to ensure accuracy of the information in this leaflet the Alliance accepts no liability for loss arising from inaccuracies, if any, contained within.

For detailed information please refer to the full ATPA which is available on request from Equity on **1300 656 513** or through members@alliance.org.au.

See over for rates of pay and allowances

Rates of Pay and Allowances from 1 September 2014

Actors' TV Programs Agreement				
Engaged by the Week	From 1 Sept 2013	1 Oct 2013	1 Nov 2013	1 July 2014
Performer Class 2	\$956.94	\$980.05	\$1003.17	\$1026.28
Performer Class 1	\$883.79	\$905.13	\$926.48	\$947.83
Bit Player	\$827.35	\$847.33	\$867.32	\$887.30
Double	\$758.77	\$777.10	\$795.42	\$813.75
Engaged by the Day				
Performer Class 2	\$229.67	\$235.21	\$240.76	\$246.31
Performer Class 1	\$212.11	\$217.24	\$222.36	\$227.48
Bit Player	\$198.56	\$203.36	\$208.16	\$212.95
Double/Extra/Stand-in	\$182.10	\$186.51	\$190.91	\$195.30
Engaged by the Hour				
Bit Player	\$25.84	\$26.47	\$27.09	\$27.72
Minimum Call = 4 hours	\$103.36	\$105.88	\$108.36	\$110.88
Double/Extra/Stand-in	\$23.77	\$24.28	\$24.86	\$25.43
Minimum Call = 4 hours	\$95.08	\$97.12	\$99.36	\$101.72
Episode loadings, rights and residuals are additional. Rights and residuals usually amount to 102.5% of the negotiated fee up front (in compensation for a set number of Australian TV runs and prepayment for some overseas TV & ancillary market rights excluding US Network TV).				

Weekly performers engaged on serial drama / comedy	episodes performed per week	From 1 Sept 2013 \$	1 Oct 2013 \$	1 Nov 2013 \$	1 July 2014 \$
Performer Class 2	1 or 2	956.94	980.05	1003.17	1026.28
	3	1375.60	1408.82	1442.05	1475.28
	4	1794.27	1837.61	1880.95	1924.28
	5	2212.94	2266.38	2319.83	2373.28
Performer Class 1	1 or 2	883.79	905.13	926.48	947.83
	3	1270.45	1301.13	1331.82	1362.50
	4	1657.11	1697.12	1737.15	1777.18
	5	2043.77	2093.11	2142.47	2191.84
Bit Player	1 or 2	827.36	847.33	867.32	887.30
	3	1189.32	1218.05	1246.77	1275.50
	4	1551.29	1588.75	1626.22	1663.69
	5	1913.27	1951.01	1997.03	2043.04
Double	1 or 2	733.11	733.11	795.42 (1/1/14)	813.75
	3	1053.85	1053.85	1143.43 (1/1/14)	1169.77
	4	1374.59	1374.59	1491.43 (1/1/14)	1525.79
	5	1695.33	1695.33	1839.43 (1/1/14)	1881.82

Allowance - 2013 new rates

Breakfast	\$16.20	Private home or shared facilities	\$11.25
Lunch	\$18.20	Caravans or camps	\$23.00
Dinner	\$27.80	Camping/Shearers quarters	\$45.80
Supper	\$18.20	Use of private motor car/km	\$0.94
Wardrobe allowance - formal wear	\$53.45	Use of private motor bike/km	\$0.44
Other wardrobe	\$31.90	Special character wardrobe	\$53.45

Web: <http://www.alliance.org.au> **Email:** mail@alliance.org.au **Phone:** MEAA Member Central 1300 65 65 13