

In the Fair Work Commission

(AM2016/4)

Broadcasting and Recorded Entertainment Award 2010 (BREA)

1. In the course of submissions and conferences before the Fair Work Commission (the Commission) to consider proposed variations to the BREA from 2015 to the present date, MEAA has advanced what it believed to be clarifications to the Award's application.
2. The first proposal requested changes to the Award's title and definitions of 'industry' (in clause 3) and 'coverage' (in clause 4) to expressly include the word 'cinema' or 'cinemas' to enable cinema workers covered by the Award to better identify the BREA as the Award that regulated their terms and conditions of employment.
3. MEAA also proposed the replacement of the term 'single-time additional' with the term 'double-time' in clause 74.2 of the BREA.
4. Although MEAA acknowledge that one submission favoured a stand-alone modern award for the cinema sector, MEAA has proceeded on the basis that the above proposals were acceptable to the parties at large.
5. This submission therefore does not address these matters, which we note were canvassed in Senior Deputy Hamberger's Report to the Full Bench dated 22 February 2017.
6. Beyond the matters raised above, MEAA seek amendments to the BREA to:
 - Clarify that dancers are covered by the BREA; and
 - Modernise the language used in Part 10 to incorporate television and other productions in addition to 'film' productions.

Clarifying that dancers are covered by the Award

7. To understand the BREA in its present form, it is necessary to examine the pre-reform awards from which the BREA drew its terms.

Entertainment and Broadcasting Industry – Dance Company Award 1998¹

8. This Award defined an 'Artist', inter alia, as '***an employee who is a dancer and who is engaged to perform as part of the company of dances***'.
9. The Award provided for a Training Level and Seven other levels of employment. It was directed at regulating the pay and conditions of dancers employed by established companies, not stand-alone or freelance dance professionals.

Actors Etc (Television) Award 1998 – Attachment 1

10. This Award explicitly dealt with the conditions of employment of dancers. Clause 3.2 of the Award stated:

3.2 *This award shall cover all work (other than that covered by the Actors Television Programmes Awards 1973) done by actors, singers, dancers², variety acts, comperes and other performers (excepting instrumental musicians, who do not speak, sing, act or mime and who could not be classified as a variety act and members of the staff of any employer) and who are employed by an employer for performances capable of transmission by television whether live or recorded by means of film, tape or any other process.*

3.3 *This award shall not apply to the performance of work in or in connection with advertising film of or relating to a cause of a charitable nature. An actor if in doubt as to the bona fide nature of the charity may refer the matter to the Media Entertainment and Arts Alliance.*

3.4 *This award shall apply only to employees employed on a casual basis.*

11. Clause 4.10 of the Award stated:

4.10 *Performer means an employee of the classification referred to in subclause 3.2 except an extra as defined in subclause 4.6.³*

¹ The Award's respondents included the Sydney Dance Company, The Queensland Ballet and Australian Dance Theatre. This Award appears to have had greatest application in the live performance industry rather than the broadcasting and recorded entertainment industry.

² Emphasis added

³ Clause 4.6 stated:

Extras, Crowd extras, Supernumeraries or Walk-ons are persons who are part of a crowd, mob, ensemble or atmospheric scenes, and who appear only incidentally or in backgrounds, do not speak dialogue except in the mass and who are in accordance with industry practice not featured provided that the employer may, for the purposes of authenticity invite members of the public in civilian dress to join in a scene and such members of the public shall not be regarded as employees and shall not otherwise be covered by this award.

Actors Feature Film Award 2002 ('Film Actors Award') – Attachment 2

12. Defined an 'artist' as:

'each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film⁴ including performers, doubles, extras, stand-ins and stunt artists'.

13. This is the definition of 'artist' used in Part 10 of the BREA.

14. The Actors Feature Film Award also defined 'performance' as: 'the work done by an artist in a film'. This is the same as the definition of performance in the BREA – see current clause

15. Performer was defined as 'an artist other than those defined in sub-clauses 4.7 (crowd extra), 4.9 (double), 4.11 (extra), 4.28 (stand-in), 4.29 (supernumerary) and 4.33 (walk-on extra)'.

16. This Award also defined performers class 1 and class 2:

4.17 *"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 two lines of dialogue and who has the necessary skills to the required standard to effectively audition, prepare, rehearse and perform the role required.*

4.18 *"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, which is required to speak more than two lines of dialogue and has been classified by an employer as a Performer Class 2 on the basis of experience and quality of performance. Where there is a dispute between employee and employer on whether an individual should be classified as a performer Class 2, it may be referred to an independent arbitrator agreed between the parties.*

17. This Award, as is the case with BREA, provided for dancer 'warm-up' and 'rest break' provisions at clauses 27.1 and 27.2.

Actors Television Programs Award 2001 –Attachment 3

18. This Award defined the following:

4.3 ***Artist** means each and all of those persons engaged by the employer to take part audibly &/or visually in the production of the program including performers, doubles, extras, stand-ins and stunt artists.*

⁴ Emphasis added

4.16 *Performance* means the work done by an artist in a program.

4.17 *Performer* means an artist other than those defined under paragraphs 4.9 (double), 4.12 (extra) and 4.33 (stand-in).

4.19 *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.

4.20 *A 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:

4.20.1 possesses the skills of a Performer Class 1; and

4.20.2 has worked professionally for a minimum as five (5) years as a performer; and

4.20.3 has gained one hundred and fifty (150) points under the Experienced Point Structure set out in 4.21:

19. This Award also provided for dancer warm-ups and rest breaks at clauses 29.1 and 29.2, as is the case with the BREA.

20. Payment was regulated in Part 5 – see Part 5 of Attachment 3. Provision is made for payment for both ‘artists’ and ‘performers’ class 1 and 2.

MEAA Comment

21. With respect to dancers, MEAA submits that the BREA is an amalgam of the provisions of pre-reform Awards that regulated dancers’ terms of employment.

22. With respect to the BREA, Clause 3, Definitions, does not define ‘artist’, ‘dancer’, ‘performer’ or ‘performance’. The terms ‘artist’ and ‘performer’ are set out in Part 10 and Schedule F of the BREA respectively.

23. In Part 10, clause 59, Special Definitions, the BREA defines ‘artist’ and ‘performance’ as follows:

- a. **‘artist** means each and all of the those persons engaged by the producer to take part audibly and/or visually in the production of the film including performers, doubles, extras, stand-ins and stunt artists’

- b. **'performance'** means the work done by an artist in a film'

24. MEAA therefore propose amending the definition of 'artist' in Part 10 to state:

- a. *artist means each and all of those persons engaged by the producer (or their equivalent) to take part audibly and/or visually in a production in the broadcasting and recorded entertainment industry including performers, dancers, doubles, stand-ins and stunt artists*

25. MEAA further propose amending the definition of 'performance' to align it with the BREA's industry coverage.

performance means the work done by an artist in a production including but not limited to short films, feature films, advertising and promotional films, television commercials, television programs and any performance of an artist which is recorded, captured, simulcast and/or broadcast in any media or format, including but not limited to digital media platforms, mediums and services

Schedule F – Actors

26. Schedule F of the BREA defines Performer Class 1 and Performer Class 2, but refers to these positions as ones where lines of dialogue are spoken.

27. To ensure the Award's application to dancers, MEAA seek to amend clauses F.1.4 and F.1.5 at Schedule F by incorporating the bolded and underlined language below:

F.1.4 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 two lines of dialogue (except in the case of a dancer, mime artist or puppeteer who may not be required to speak any lines of dialogue but who is engaged to take part in a performance in that capacity) and who has the necessary skills to the required standard to effectively audition, prepare, rehearse and perform the role required.⁵

a. Indicative tasks:

(i) Audition

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

(ii) Preparation

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

(iii) Rehearsal

⁵ MEAA seek the inclusion of the highlighted and underlined parenthesised words in F.1.4

*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.*

(iv) 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.*

In relation to the indicative tasks of dancers that are classified as performers class 1, a dancer is able to:

- a. demonstrate a sound dance technique;**
- b. demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles;**
- c. demonstrate an ability to perform in public;**
- d. demonstrate screen craft skills;**
- e. undertake all responsibilities associated with make-up and costume as required;**
- f. demonstrate musicality as appropriate to performing as a dancer; and**
- g. interpret physically and emotionally the choreographic content of a production.**

F.1.5 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 (except in the case of a dancer, mime artist or puppeteer who may not be required to speak any lines of dialogue but who is engaged to take part in a performance in that capacity) and:

- a. possesses the skills of a Performer Class 1;*
- b. has worked professionally for a minimum of five years as a performer; and*
- c. has gained 150 points under the Experienced Points Structure set below (excluding dancers).*

Limitations of the word 'film'

28. As noted above, clause 59 of Part 10 of the BREA defines an 'artist' as:

- a. 'each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film⁶ including performers, doubles, extras, stand-ins and stunt artists'*

⁶ Emphasis added

29. The clause defines 'performance' as:

*'the work done by an artist in a film.'*⁷

30. MEAA contend that the use of the words 'the film' may erroneously limit the application of the award to film settings.

31. This term also conflicts with the Award's industry coverage. This form of words is believed to have been drawn from the pre-reform Award and the Actors Feature Film Agreement, an unregistered but widely used agreement within the Australian film sector.

Clause 3.1 of the BREA states:

*a. **broadcasting and recorded entertainment industry** means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content **including but not limited to feature films, television programs** (including series, serials, telemovies and mini-series), **news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium.***⁸

Clause 4.1 of the BREA states:

*b. **This award covers employers throughout Australia in the broadcasting and recorded entertainment industry and their employees in the classifications set out in this award to the exclusion of any other modern award***⁹

32. MEAA therefore seek the removal of the term 'the film' wherever occurring (clauses 59 – other than the term 'feature film', 60, 61, 62, 64 and 65) in Part 10 on the basis that it reflects the terminology used in a single – feature-film related – pre-reform Award (the Actors Feature Film Award 2002) and in 2017, can be viewed as anachronistic¹⁰ given the use of non-film based methods of recording, including digital means.

33. Where necessary the word 'film' should be replaced with the word 'production'.

⁷ Emphasis added

⁸ Emphasis added

⁹ Emphasis added

¹⁰ The term 'film' originates from the practice of using photographic film to make frames on plastic film using a photochemical process to record a visual image which is then shown through a movie projector onto a large screen.

34. As noted above, MEAA proposes that the definition of performance in BREA clause 59 be amended to state:

***performance** means the work done by an artist in a production including but not limited to short films, feature films, advertising and promotional films, television commercials, television programs and any performance of an artist which is recorded, captured, simulcast and/or broadcast in any media or format, including but not limited to digital media platforms, mediums and services*

Quarantining application of clause 62.11 – Release Allowances

35. MEAA has provided an undertaking to the Screen Producers Association (SPA) to ensure current clause 62.11 does not extend to dancers.
36. One obstacle to this undertaking is that Part 10 uses the terms ‘artist’ and ‘performer’ (noting the latter is not defined in Part 10 of the BREA) interchangeably.
37. While industry convention is that release allowances apply to actors, the title of Clause 62.11 is:

‘62.11 Release allowances payable to performers – feature films only’

38. It can be seen that the term ‘performer’ is used. MEAA therefore propose that the title of clause 62.11 be amended to read:

‘62.11 Release allowances payable to actors – feature films only’

Headings

39. In addition, some consequential changes may be required to titles in BREA clause 14.7, which sets out payments, BREA Part 10 and BREA Schedule F. These headings currently state, ‘Actors’.
40. MEAA presently believes that it would be beneficial to amend these headings from ‘Actors’ to ‘Artists’.

May it please the Commission.

17 April 2017

AP817364CAN - Actors Feature Film Award 2002

This AIR consolidated award incorporates all amendments up to and including 3 April 2007 (variation [PR976600](#))

Clauses affected by the most recent amendment(s) are:

16. Allowances

About this Award:

Printed by authority of the Commonwealth Government Printer.

Disclaimer:

Please note that this consolidated award is prepared by the Australian Industrial Registry and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00263 of 1999)

ACTORS FEATURE FILM AWARD 1979
(ODN C No.2732 of 1979)

Various Employees

Entertainment and broadcasting industry

SENIOR DEPUTY PRESIDENT CARTWRIGHT

SYDNEY, 1 AUGUST 2002

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 1 August 2002 [[PR820817](#)], the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

PART 1 - APPLICATION AND OPERATION

1. AWARD TITLE

This award shall be known as the Actors Feature Film Award 2002.

2. ARRANGEMENT

Part 1 - Application and operation

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Parties bound, scope and relationship with other awards
6. Locality
7. Operation and duration

Part 2 - Award flexibility

8. Enterprise flexibility

Part 3 - Dispute resolution

9. Dispute settlement procedure

Part 4 - Employer and employee duties

10. Terms of engagement
11. Stand down
12. Auditions - screen test - interviews

Part 5 - Rates of pay and related matters

13. Rates of pay and related matters [PR963168]
14. Rehearsals and other special calls [PR963168]
15. Federal minimum wage [PR963168]
16. Allowances [PR976600]
17. Payment of wages
18. Superannuation
19. Publicity/promotion

Part 6 - Hours of work

20. Hours of work
21. Overtime and penalty rates
22. Lay days
23. Meal breaks, breaks between work periods and rest periods
24. Notice of call times
25. Cancellation and postponement of calls
26. Completion of work in one program
27. Dancers - specific provisions

Part 7 - Leave of absence and public holidays

28. Public holidays

29. Annual leave

30. Absence from duty

Appendix A - Clauses subject to review under item 51 of the Workplace Relations and Other Legislation Amendments Act 1996 (WROLA Act).

Schedule A - Schedule of respondents

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force 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.
- 3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 3.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
 - 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

4. DEFINITIONS

- 4.1** "Ancillary Rights" shall be deemed to mean the right to use, rent, lease or license the film for any or all purposes (other than theatrical or free television) including but not limited to ships at sea, aircraft, buses, hotels, home video, pay television, toll television, subscription television, community antenna television, cable television, closed circuit television, video cassettes, cartridges, video discs, wire transmission and in any other form of mechanical and/or electronic reproduction not known or hereafter devised.
- 4.2** "Artist" shall mean each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film including performers, doubles, extras, stand-ins and stunt artists.
- 4.3** "Australian Creative Control" means that creative decisions relating to (but not limited to) story line, casting, direction and other aspects of production are made by resident Australian managerial personnel and companies. For the purpose of this definition, key creative decisions do not include the exercise of customary rights of approval. In addition, the nationality of the director will be relevant only if that person is given creative control by contract.
- 4.4** "Basic Negotiated Fee" (BNF) for the purpose of this Agreement shall be the minimum weekly, daily or hourly rate for a performer set out in clause 13 of this Agreement plus the individual performer's additional margin for skill. The basic negotiated fee will be the rate upon which all non-performance work, ie. rehearsals, wardrobe calls, publicity appearances etc. shall be based.
- 4.5** "Call" means an instruction after engagement by the producer to the artist to report for work at a definite time and date for a definite period for the purpose of rehearsing for and/or performing in the film covered by this Agreement or for any purpose connected therewith.
- 4.6** "Composite Fee" shall be the minimum weekly, daily or hourly rate for a performer which comprises the basic negotiated fee on to which has been added the appropriate loadings, if any, as set out in Clause 13 and Clause 16.6.
- 4.7** "Crowd" see Extra
- 4.8** "Customary Rights of Approval" means where a producer submits to an offshore source of financing (by way of investment, negative pick-up, presale or other advance distribution agreement) the following elements for approval:
- (i) Major Cast;
 - (ii) Heads of Department;
 - (iii) Final shooting script;
 - (iv) Production budget and production plans.

Notation:

- (i) It is understood that "customary rights of approval" as defined generally operate in circumstances where overseas finance is being sought.

- (ii) "Customary rights of approval" as defined also operate in respect of Categories "A", "B" and "C".
- (iii) The fact that representatives from the overseas finance source visit the set and view rushes, assemblies and final cuts of the production does not necessarily indicate that the rights which that entity has acquired are greater than "customary rights of approval".

- 4.9** "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 in subclause (4.16) herein.
- 4.10** "Engagement" means the aggregate number of calls required of any artist to complete a performance.
- 4.11** "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 except in the mass, and who is, in accordance with industry practice, not featured, 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.
- 4.12** "Juvenile" means an artist who is less than 16 years of age.
- 4.13** "MEAA" means the Media Entertainment and Arts Alliance.
- 4.14** "One-off productions" means tele-plays, feature films, telemovies, mini-series, docu-dramas and dramatised and scripted corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced.
- 4.15** "Performance" means the work done by an artist in a film.
- 4.16** "Performer" means an artist other than those defined in sub-clauses (4.7), (4.9), (4.11), (4.28), (4.29), and (4.33) of this clause.
- 4.17** "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 two lines 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.

4.18 "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 two lines of dialogue and has been classified by an employer as a Performer Class 2 on the basis of experience and quality of performance. Where there is a dispute between employee and employer on whether an individual should be classified as a performer Class 2, it may be referred to an independent arbitrator agreed between the parties.

4.19 "Pick-Up Point" means the studio of the producer provided that such studio is within a radius of thirty-two 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 thirty-two kilometres then the pick-up point shall be within thirty two kilometres of the said GPO from which point the producer shall be required to provide transport to and from the place of work. Provided that the pick-up point shall be reasonably convenient to the nearest means of public transport.

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, provided that the producer and a majority of the employees affected may agree to a pick-up point beyond thirty-two kilometres.

4.20 "Place of Accommodation" means the place where an artist temporarily resides overnight when he or she has travelled away from his or her place of residence in the course of his or her employment.

4.21 "Place of Residence" means the address at which the artist usually resides.

4.22 "Producers Gross Returns from the Australian Ancillary Market" means with respect to any feature film:

- (i) the absolute gross income (in money or moneys worth) received by the producer from the licensing of the film for ancillary usage within Australia;

(ii) where the right, title and interest in respect of the use of the programme in the Australian Ancillary Market is irrevocably assigned to a bona fide assignee for value, the absolute gross income realised by the assignor from such outright assignment but not any income realised by the assignee.

(iii) the phrase "absolute gross income" shall not include:

(1) Sums realised or held by way of deposits or security, until and unless earned, other than such sums as are non-returnable;

(2) Sums required to be paid or withheld as taxes, in the nature of sales tax or similar taxes based on actual receipts in respect to Ancillary Rights of the film or any money to be remitted to or by the producer but there shall not be excluded from producers gross returns from the Australian Ancillary Market any net income tax, franchise tax or excess profit tax or similar tax payable by the producer on his or her net income for the privilege of doing business.

4.23 "Rehearsal" means the work done by an artist in preparation for his or her performance in the presence of and under the direction of the producer.

4.24 "Reporting period" means the six monthly periods ending on the 30th June and 31st December in each calendar year.

4.25 "Revoicing" means replacing the voice of an artist with the voice of another artist.

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

4.27 "SPAA" means the Screen Producers Association of Australia.

4.28 "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 etc.

4.29 "Supernumerary" see Extra

4.30 "Television" shall mean the transmission of audio and visual images to a remote receiver by means of a radiated signal transmitted from a television broadcast station and received by the public at large, free of charge.

4.31 "Theatrical Rights" shall be deemed to mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to a film on any gauge released for public exhibition.

4.32 "USA Network" shall mean any or all of the following: American Broadcasting Company (ABC), Columbia Broadcasting System (CBS), National Broadcasting Company (NBC).

4.33 "Walk on Extra" see Extra

5. PARTIES BOUND, SCOPE AND RELATIONSHIP WITH OTHER AWARDS

5.1 This award shall be binding upon The Screen Production Association of Australia and each member of that Association and upon the employers whose names are set out in the Schedule of Respondents hereto and to all of their employees under this award whether members of Media, Entertainment and Arts Alliance (MEAA) or not, and upon the MEAA, its officers and members.

5.2 This award shall cover employment in Category A, B, C and D feature films.

5.3 Relationship with Other Awards

This award supersedes the *Actors (Feature Film) Award 1979* relating to employment in the industry covered by this award as specified in 5.1 and 5.2, but no right, obligation or liability accrued or incurred with respect to allowable matters under such previous award will be affected.

6. LOCALITY

This Award shall apply within the Commonwealth of Australia and its Territories (collectively Australia).

7. OPERATION AND DURATION

This award shall come into operation from the beginning of the first complete pay period commencing on or after 1 August 2002, and shall remain in force for a period of twelve months.

PART 2 - AWARD FLEXIBILITY

8. ENTERPRISE FLEXIBILITY

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 8.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 8.3** Where agreement is reached an application shall be made to the Commission.

PART 3 - DISPUTE RESOLUTION

9. DISPUTE SETTLEMENT PROCEDURE

- 9.1** The parties to this award are committed to promoting good industrial relations based upon goodwill, consultation and discussion.
- 9.2** Stages 1 to 5 of this procedure shall be observed by the artist(s) union or other employee representative and the producer/parties to resolve any grievance, claim or dispute other than a safety dispute which arises at the workplace in respect of a local matter; the resolution of which is not likely to have a repercussive impact at any other location in the industry.
- 9.3** Stages 4 and 5 of this procedure shall be observed by the union or other employee representative and the parties to this award to resolve any grievance, claim or dispute other than a grievance, claim or dispute referred to in paragraph (9.2) hereof or a safety dispute.
- 9.4** 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).
- 9.5** In the event of a grievance, claim or dispute arising which involves the working of overtime in accordance with the award 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 award.

Procedure

- Stage 1 The grievance, claim or dispute shall be discussed between the artist(s) concerned and his or her/their immediate supervisor(s). A union representative or other employee 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 or other employee 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 other employee representative his or her and the producer (or his or her nominee).
- Stage 4 If the grievance, claim or dispute is still not resolved it shall be discussed between the union or other employee representative and the producer organization.
- 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.

PART 4 - EMPLOYER AND EMPLOYEE DUTIES

10. TERMS OF ENGAGEMENT

- 10.1** The terms of an engagement shall be specified by the employer when the engagement is made, confirmed in writing and forwarded to the artist or his agent not later than forty eight hours thereafter. Provided that when an engagement is made at a time which does not allow such written confirmation, it should be given to the artist where practicable prior to the engagement. Provided further that in the case of an artist being required by the employer to travel to an engagement the artist shall wherever practicable be provided with the said written confirmation prior to such travel.
- 10.2** The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:
- 10.2.1** the requirement to use the artist's name or image in commercial tie-ups between a program or programs and commercial goods or in connection with commercial advertising;
 - 10.2.2** Prior to the artist's departure on transport the artist shall be provided with an itinerary outlining the places required to be attended, artists duties in carrying out publicity and/or similar promotion work (e.g. interviews, performance etc);
 - 10.2.3** the requirement, if any, to appear nude, semi nude or in sex simulated scenes, including in still photography;
 - 10.2.4** the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes;
 - 10.2.5** a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required.
 - 10.2.6** In connection with the performer's engagement the employer shall ensure that the performer's name and spelling of the same will be used for billing and program purposes.
 - 10.2.7** Where the producer releases biographical material of the performer for the purpose of publicising and/or in any way promoting the production, the performer shall have the right to be informed of such, prior to its release and of approval over such material.
- 10.3** Recording of an audition or screen test will be used only for private viewing by the employer and or their nominee and will only be retained by the employer for reference purposes.

- 10.4** The artist is to be given the right of approval in the selection of publicity stills involving nude, semi-nude and sex simulated scenes.
- 10.5** The artist shall comply with all the employer's reasonable directions and requests including any requirement to perform publicity or promotion services within contracted hours.
- 10.6** Producers may use any of the footage or still photographs as is necessary to promote and/or advertise the production in any media including the production of trailers, documentaries, printed material etc.

11. STAND DOWN

11.1 Notwithstanding anything elsewhere contained in this Award, an employer 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 employer or because of the operation of this clause but subject to the following conditions:

11.1.1 Where an employer proposes to exercise the right given hereunder, it shall notify the artist/s. During the period such notification remains in force, the artist shall be deemed to be stood down for the purpose of this subclause. If the artist/s is a member of the MEAA, the employer will notify the MEAA accordingly.

11.1.2 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.

11.1.3 An employer, if requested by an artist stood down or about to be stood down under this subclause shall on the day of the stand down or as soon as practicable pay the artist:

11.1.4 (a) All monies excluding Annual Leave due and payable to the artist under his or her contract of employment as at the date on which the artist is stood down.

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

11.1.6(c) Any payments which would be made to the artist under clause 29, Annual Leave, as if the employment of the artist was terminated on the date he or she was stood down provided that such payments shall if the employer 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 29 for the period of service in respect of which such payment is made.

11.1.7 An artist who is stood down shall be entitled to take other employment and complete his or 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 stand down 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 employer immediately of his or her commitment. If the employer objects to this commitment and the artist is a member of MEAA, he or she may refer the matter to MEAA, for discussion. If no agreement is reached in those discussions, the matter may be referred to the Australian Industrial Relations Commission.

11.1.8 Any artist stood down hereunder who wishes to take employment for periods longer than those specified in 11.1.7 shall first obtain the consent of his or her employer thereto and the employer may attach such conditions to that consent as it deems appropriate. Where the employer does not give its consent or attaches conditions thereto which the artist considers inappropriate, if the artist is a member of MEAA, the artist may refer the matter to MEAA, for discussion with the employer. If no agreement is reached in those discussions, the matter may be referred to the Australian Industrial Relations Commission.

11.1.9 Notwithstanding anything herein before contained, an employer will not deduct payment for any day prescribed by the Award 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 require by the employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

12. AUDITIONS - SCREEN TEST - INTERVIEWS

- 12.1** 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 employer and/or members of the employer's production staff.
- 12.2** No recording of an audition or screen test shall be used in any manner whatsoever other than for private viewing by the employer and/or members of the employer's production staff and such recording may only be retained by the employer solely for reference purposes.
- 12.3** Artists shall be given the specific times of attendance required for an audition, screen test or interview.
- 12.4** The artist shall not be required to perform a sex simulated scene in any audition or screen test.
- 12.5** The artist shall not be required to appear nude or semi nude in the first audition or screen test.
- 12.6** Where the employer requires the artist to appear nude or semi nude in an audition he or she must provide the artist with a script 24 hours in advance of the auditioning.
- 12.7** 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.
- 12.8** Where the artist is required to appear nude or semi nude in an audition it shall not be recorded.

PART 5 - RATES OF PAY AND RELATED MATTERS

13. RATES OF PAY AND RELATED MATTERS

13.1 Artist to carry out duties within limits of skill.

13.1.1 As a result of the operation of this award and contracts of employment entered into in the industry by artists covered by the award, an employer may direct an artist to carry out such duties as are within the limits of the artist's skill, competence and training.

13.1.2 An adult artist in a classification specified in this clause shall be paid as the minimum, the respective award rate assigned to that classification for rehearsal, performance or work incidental to the production of programs.

13.2 Rates of Pay

[13.2 substituted by [PR924270](#) from 01Nov02]

13.2 Rates of Pay

13.2.1 Category definitions

13.2.1(i) Films shall be categorised as follows:

Category A: means a film with total Australian creative control, cast, and (if applicable) Australian completion guarantee.

Category B: means a film with total Australian creative control, overseas actor(s) and (if applicable), Australian completion guarantee.

Category C: means a film with total Australian creative control, overseas actor(s) and/or overseas production personnel or company receiving production or presentation credits other than producer and having (if applicable) an Australian completion guarantee.

Category D: means a film in respect of which key creative decisions relating to the story line, casting, direction and other aspects of production are shared by Australian and overseas managerial personnel or companies.

13.2.1(ii) The following shall be regarded as factors which may be relevant in determining whether a production is a Category D production:

(a) Joint ownership of the copyright in the original works involved in the completed production.

(b) Joint ownership of the copyright in the completed production.

- (c) Shared production/executive producer/producer credits.
- (d) Shared creative control.
- (e) Shared responsibility for any legal action that may arise from the exhibition or other exploitation of the production, e.g. defamation, copyright.
- (f) Shared income (excluding normal distribution commissions) derived from, or sharing of territories for, the exploitation of the production.

It is agreed that other factors may also be relevant in particular cases.

13.2.1(iii) For the purpose of the above definitions:

- (a) key creative decisions do not include customary rights of approval as defined in subclause 4.8; and
- (b) it is understood that a question of whether there is shared creative control for the purpose of this category can arise and be considered as provided for in sub-clause 13.2.1(1) in relation to a single Australian incorporated company which has overseas shareholders, personnel or other overseas elements involved.

13.2.2 Minimum Rates of Pay

[13.2.2 substituted by [PR938657](#) [PR951762](#); [PR963168](#) ppc 13Sep05]

The minimum rates set out hereunder shall be paid by the producer to the artist:

(a) Engaged By The Week

Minimum Award Rate

(i)	Performer Class 2	680.50
(ii)	Performer Class 1	638.80
(iii)	Double	585.40
(iv)	Stand-In	570.70

(b) Engaged by the day

Minimum award rate

(i)	Performer Class 2	190.50
(ii)	Performer Class 1	178.90
(iii)	Double	146.35
(iv)	Extra/Stand-In	142.10
(vi)	Country Extras	114.15

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

Minimum award rate

- | | | |
|------|---|-------|
| (i) | Performer not required to speak more than two lines of dialogue | 28.60 |
| (ii) | Extra | 21.40 |

NOTE: The minimum wage rates for an artist engaged by the day (with the exception of (b)(v) “Country Extras”), as provided in sub-clause (b), or engaged by the hour, as provided in sub-clause (c), contain casual loadings in recognition of the short duration of these engagements and the unavailability of certain award benefits.

13.2.3 Arbitrated safety net

[13.2.3 substituted by [PR938657](#) [PR951762](#); corrected by [PR956037](#); substituted by [PR963168](#) ppc 13Sep05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review – Wages June 2005* [[PR002005](#)] decision. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

13.2.4 Loadings

13.2.4(a) Categories B, C and D

(i) Category B

Excepting in relation to extras and stand-ins, 25% additional to the rates set out in clause 13.2.2, plus 12.5% for each additional imported artist after the first.

(ii) Category C

Excepting in relation to extras and stand-ins, 40% additional to the rates set out in clause 13.2.2, plus 12.5% for each additional imported artist after the first.

(iii) Category D

Except in relation to extras and stand-ins and except as provided in subclause (iv) below, 75% additional to the rates set out in clause 13.2.2 plus 12.5% for each additional imported artist after the first and up to and including five imported artists and thereafter the loading will be:

- (a) 6 - 10 overseas artists 5% each;
- (b) thereafter - 2.5% each.

(iv) A performer employed in a Category D film who speaks no more than two lines and in any case not more than 25 words shall be paid a Category D loading of 25% of that performer's basic negotiated rate for the film.

13.2.4(b) General

The following conditions shall be applicable to Categories A, B, C and D:

(i) **Juveniles (A Juvenile is an artist who is less than sixteen years of age)**

Juveniles shall be paid not less than 50% of the applicable rate of pay set out in this clause.

(ii) **Post-synchronisation, recording of wild lines or additional dialogue**

- (a) A performer post-synchronising his own voice unless such work is carried out during the period of his engagement shall be paid at the hourly equivalent of the composite rate, with a minimum call of two and a half hours.
- (b) A performer revoicing another artist's voice - engaged by the hour for a minimum of two and one half hours shall be paid per hour 6.3% of the minimum weekly actors rate set out in subclauses 13.2.2.
- (c) Wild lines (dialogue) recorded on location, in studio premises or location hotel room on completion of a day's shooting; but not recorded to pictures; are to be regarded as shooting time or an extension thereof.

14. REHEARSALS AND OTHER SPECIAL CALLS

If an artist is called by the producer for the purpose of rehearsals or other special calls, unless such work is carried out during the period of engagement the artist shall be paid at the hourly equivalent of the weekly basic negotiated fee where the artist is engaged by the week, or the daily basic negotiated fee where the artist is engaged by the day with a minimum payment of 2 and a half hours.

14.1 Post synchronisation/Additional dialogue/Wildlines

- 14.1.1** A performer post-synchronising his or her own voice, unless such work is carried out during the period of his or her engagement, shall be paid at the hourly equivalent of the Composite Rate, with a minimum call of two and one half hours.
- 14.1.2** A performer post-synchronising another performer's voice (dubbing) shall be paid the hourly equivalent of 6.3% of the performer's weekly award rate per hour plus repeat and residual fees with a minimum call of two and one half hours.
- 14.1.3** Wild lines (dialogue) recorded on location, in studio premises or location hotel room on completion of a day's shooting but not recorded to pictures, are to be regarded as shooting time or an extension thereof.
- 14.1.4** The voice of a performer shall not be dubbed in the English language without the written consent of such performer and such consent shall not be unreasonably withheld. The producer shall have the right to revoice an artist's voice in a foreign language.

14.2. Wardrobe and make up calls

[14.2.1 varied by [PR938657](#) [PR951762](#); [PR963168](#) ppc 13Sep05]

- 14.2.1** Where an artist is called by the employer for the purpose of a wardrobe call, he or she shall be paid \$23.95 per hour, with a minimum call of two and one half hours unless the artist is already being paid for such time.
- 14.2.2** The employer will reimburse the Artist the actual cost of the make-up which the employer requires the Artist to provide in connection with his or her performance. This provision will not apply where the employer provides such make-up.
- 14.2.3** 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 employer 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.

14.3 Auditions - Screen Tests

[14.3 varied by [PR938657](#) [PR951762](#); [PR963168](#) ppc 13Sep05]

Minimum rates of pay for auditions and/or screen tests (other than an initial audition and/or screen test) shall be \$23.95 per hour or part thereof with a minimum payment of one hour. 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.

14.4 Junior rates

The minimum rate of pay for junior artists shall be the undermentioned percentage of the award rate for the applicable type of program and classification set out in subclauses 16.3 and 16.4.

15 years and under: 50%

15. FEDERAL MINIMUM WAGE

[15 substituted by [PR938657](#) [PR951762](#); [PR963168](#) ppc 13Sep05]

15.1. The Federal Minimum Wage

No employee shall be paid less than the federal minimum wage.

15.2. Amount of Federal Adult Minimum Wage

15.2.1 The federal minimum wage for full-time adult employees not covered by 15.4 [special categories clause], is \$484.40 per week.

15.2.2 Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in 15.2.1.

15.2.3 Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in 15.2.1 according to the number of hours worked.

15.3. How the Federal Minimum Wage Applies to Juniors

15.3.1 The wage rates provided for juniors by this award continue to apply unless the amount determined under 15.3.2 is greater.

15.3.2 The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in 15.2.

15.4. Application of Minimum Wage to Special Categories of Employees

Due to existing applicable award wage rates being greater than the relevant proportionate federal minimum wage, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

15.4.2 [leave reserved for other special categories]

15.5 Application of Federal Minimum Wage to Award Rates Calculation

The federal minimum wage:

15.5.1 applies to all work in ordinary hours;

- 15.5.2** applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and
- 15.5.3** is inclusive of the arbitrated safety net adjustment provided by the *Safety Net Review - Wages 2005* [\[PR002005\]](#) decision and all previous safety net and national wage adjustments.

16. ALLOWANCES

16.1 Travelling - accommodation - transport allowance

16.1.1 An artist required by the employer to travel will be reimbursed up to the actual cost of a first class ticket where available, depending on the means of appropriate available transport or, in the case of aircraft, up to the cost of an economy class ticket, to their destination or, if to location, then to the terminal nearest the location or location accommodation. This provision will not apply where the employer provides the transport.

16.1.2 An artist required to stay away overnight from his or her place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.

16.1.3 Where it is impossible for the employer to obtain such accommodation the artist shall be paid the following allowances:

[16.1.3(a) varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.1.3(a) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided - \$7.80 per day;

[16.1.3(b) varied by [PR938657](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.1.3(b) where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps - \$15.70 per day;

[16.1.3(c) varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.1.3(c) where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping - \$31.20 per day.

16.1.3(d) The purpose of this paragraph it will be deemed impossible for an employer to obtain accommodation of the type referred to in 16.1.2 where it is necessary for the artist to spend more than one and a half hours travelling from the location to the nearest accommodation.

[16.1.4 varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.1.4 An artist when travelling during meal breaks shall be paid an allowance of \$12.50 or breakfast, \$14.10 for lunch and \$21.50 for dinner. The provision of this clause do not apply where the artist is provided with a satisfactory meal..

- 16.1.5** Where an artist is required by the employer to perform an engagement interstate commencing before 9.00am on the first day of engagement and it is impracticable for the artist to travel from home the artist shall be reimbursed the actual cost of overnight accommodation. Where an artist is required to perform an engagement interstate finishing after 7.00pm on the final day of employment the artist shall be reimbursed the actual cost of overnight accommodation where it is impracticable for the artist to return home. This clause does not apply where the employer provides suitable accommodation.
- 16.1.6** Where an artist is required by the employer to travel intrastate to perform an engagement more than 80 kilometres from his or her place of residence and commence work before 9.00am on the first day of engagement the employer shall reimburse the artist for the actual cost of overnight accommodation. Where an artist is required to perform an engagement more than 80 kilometres from his or her place of residence and finish work after 6.00pm (or in the case of daylight saving 7.00pm) on the final day of employment, the employer shall reimburse the artist the actual cost of overnight accommodation. This clause does not apply where the employer provides suitable accommodation.
- 16.1.7** If an artist is required to travel to or from an engagement on any day on which he or she is not being paid for work he or she 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 Award rate specified in clause 13 with a minimum of 4 hours payment (meal breaks excluded).
- 16.1.8** An artist shall be provided with transport between the pick-up point and place of work if s/he so requires.
- 16.1.9** An artist required by the employer to carry baggage of not less than eight kilograms or which cannot be conveniently carried by the artist by hand, to a location or studio or pick up point shall be reimbursed for the actual cost of taxi or private automobile transport to and from the artist's place of residence.
- This provision will not apply where the employer provides transport.
- 16.1.10** The artist required to stay overnight from the artist's place of residence shall be paid the actual cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation.
- This provision does not apply if the employer provides transport.
- 16.1.11** An artist not required to stay away overnight from his or her place of residence shall be reimbursed the actual cost of taxi or private automobile transport either way as relevant between his or her place of residence and the place of work as set out below.
- 16.1.11(a)** when the artist's work commences before 7.00am or finishes after 7.00pm (or in the case of daylight saving 8.00pm) and the place of work is not convenient to the nearest means of regular public transport. This clause will not apply where the artist has his or her own means of public transport and, if an extra, there is no reasonable means of transport or where the location is isolated;

16.1.11(b) 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.

This clause shall not apply where the employer provides the artist with suitable transport.

16.1.12 If an employer agrees an artist may arrange to make his or her own way to the place of work at his or her own expense if it is more convenient for him/her to do so.

[16.1.13 varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.1.13 Where an artist agrees at the request of the employer to use his or her own motor vehicle or motor cycle, the artist shall be paid the following allowances:

16.1.13(a) Motor car: 76 cents per km

16.1.13(b) Motor cycle: 37 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.

16.1.14 Where the performer is less than 16 years of age the performer shall be reimbursed the actual cost of suitable transport between his or her place of residence and the place of work.

This provision will not apply where the employer provides suitable transport.

16.1.15 Where an employer is required to provide transport for an artist under this Award, where possible, the employer shall advise the artist in advance, of such arrangements.

16.2 Wardrobe/make-up

16.2.1 Where an employer requires an artist to provide 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 the artist will be reimbursed up to the actual cost to the artist of providing these items. This provision will not apply where the employer provides these items.

16.2.2 Where an employer requires an 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 be required to provide such wardrobe if it is already in the artist's possession.

In the event that such wardrobe is not in the artist's possession, the artist will be reimbursed up to the actual cost to the artist of providing the items. This will not apply where the employer provides such items.

16.2.3 The employer will reimburse the artist for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.

[16.2.4 varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

16.2.4 The employer may elect, as an alternative to his or her obligation pursuant to subclause 16.2.3, to pay the following allowance:

16.2.4(a) in the case of a performer who provides his or her own:

16.2.4(a)(i) wear wardrobe (including any special ‘character’ costume), \$42.80 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

16.2.4(a)(ii) wardrobe, \$25.50 per outfit for each week or part of a week the performer provides the outfit; and

16.2.4(b) in the case of an artist (except a performer) who provides his or her own formal wear wardrobe (including any special ‘character’ costume), \$42.80 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 or her own outfit under 16.2.4(a) and 16.2.4(b).

16.3 Meal allowances

[16.3 varied by [PR938657](#) [PR951762](#) [PR963168](#); [PR976600](#) ppc 03Apr07]

The following meal allowances shall be paid:

Meal	Allowance	Clause Number
Breakfast	\$12.50	23.1
Lunch	\$14.10	23.8
Dinner	\$21.50	23.8
Supper	\$14.10	23.6

16.4 CLIMATE ALLOWANCE

If an artist is required by the producer to carry out work in: North Queensland, Western Queensland, Western NSW, Central Australia, Northern Territory, Eastern or Northern Zones of Western Australia, Western or Northern Zones of South Australia or in Papua New Guinea, the artist shall be paid at a daily or weekly rate of pay for his ordinary hours of work a sum which is 10% in excess of the basic negotiated rate or the rates set out in this Award, for all such work, whichever is the greater.

16.5 WORK IN OTHER COUNTRIES

If an artist is required by the producer to carry out work anywhere in the world outside the territorial boundaries of the Commonwealth of Australia or its dependencies (excluding Antarctica), mandated territories or protectorates, the artist shall be paid at a daily or weekly rate of pay for his ordinary hours of work a sum which is not less than a sum which is 10% in excess of the ordinary daily or weekly basic negotiated rates set out in this Award for all such overseas work.

16.6 LOADING OF RIGHTS

The payment as specified in clause 13 shall entitle the producer to Australian theatrical rights. The producer may acquire from a performer additional rights upon payment of the additional percentages of the basic negotiated rate as set out below:

(a) (i) Australian television rights

The producer may elect in advance either:

Not more than four (4) screenings in any one television area over 5 years	20%
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NOTATION: Subsequent screenings shall be the subject of further negotiations.

(ii) World television rights (excluding any screening on a USA Network)

Not more than seven (7) screenings in each or any television area in the world	25%
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NOTATION: The eighth (8th) and subsequent screenings shall be the subject of subsequent negotiations.

(iii) World theatrical rights 25%

(iv) World ancillary rights (as defined) excluding Australia 20%

(v) USA Network television rights 50%

(vi) Australian ancillary rights

(1) Payment to performers will be made as set out below:

	<i>% of Basic Negotiated Fee</i>	<i>Producers Gross Returns from the Australian Ancillary Market. (\$)</i>
1st payment	10	-
2nd payment	2-1/2	50,000
3rd payment	2-1/2	100,000
4th payment	2-1/2	150,000
5th payment	2-1/2	200,000

- (2) In the event that the producer has acquired Australian Free Television Rights at the time of production and does not sell the film to that market, the producer may acquire the Australian Ancillary Rights for the 1st payment at (vi) (1) only.

Should a sale to "free television" take place subsequently, the producer will calculate all payments to which the performers would have been entitled under paragraph (a)(vi)(1), effect payments to such amounts within one month of the sale to "free television" and continue to make payments under (a)(vi)(1) as he or she becomes liable.

- (3) Any fee for ancillary usage of a film in Australia under this Award shall be paid within three months of the end of the reporting period in which that liability arose.

(b) The film

- (i) The percentage set out in subclause (a) above will apply if the producer acquires any or all of the rights at the time of production. If any rights not taken up by the producer at the time of production are required subsequently, the applicable percentage will be doubled for each additional right so acquired. Provided that this sub-clause shall not apply to payments for Australian Ancillary Rights as set out in sub-paragraph (a)(vi)(1).
- (ii) Such payment shall be made to the artist or his or her agent within thirty (30) days of the receipt in Australia of the proceeds of the sale of additional rights.

17. PAYMENT OF WAGES

- 17.1** 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 such other regular seven day period substituted there for) shall be paid to the artist within the succeeding seven days.
- 17.2** Meal money and payment in lieu of accommodation shall be paid to an artist on a day to day basis. Payment for travel reimbursement to which the artist is entitled shall be paid to the artist on a day to day basis where practicable.
- 17.3** A personal statement of earnings showing separately all amounts payable under this award, deductions etc shall be included with each artist's pay.

18. SUPERANNUATION

18.1 In addition to all other payments provided for by this award, the producer shall make a superannuation contribution to the JUST Super on behalf of the performer, at the rate prescribed by the Superannuation Guarantee Legislation, of the following:

- (a) the performers composite rate; and
- (b) all regular contracted overtime (whether or not worked).

18.2 Juvenile performers shall not be entitled to the benefits of this clause unless:

18.2.1 the juvenile is engaged on a 12 week contract or longer; or

18.2.2 the juvenile has been employed in the Entertainment Industry for a minimum of six professional engagements; or

18.2.3 the juvenile has previously been employed in the entertainment industry for a minimum of 30 days.

18.3 Minimum levels of Superannuation Support required by the Superannuation Guarantee Legislation:

2001/2	8%
2002/3	9%

19. PUBLICITY/PROMOTION

19.1 Payment for publicity/promotion

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

19.2 Transport for publicity/promotions

19.2.1 In carrying out any publicity and/or promotion work pursuant to this clause, an artist shall, where relevant, be paid in accordance with clause 16 for travelling, accommodation and expenses except that:

19.2.1(a) an artist shall be provided with transport or paid the cost of same both ways:

19.2.1(a)(i) when working at a place of work that does not require air travel between the artist's residence and the place of work the employer must pay the cost of transport for the artist to get to and from work. This does not apply where the employer provides transport free of charge.

19.2.1(a)(ii) when working at a place of work that requires air travel between the artist's residence and the place of work the employer must pay the cost of air transport for the artist to get to or from work. This clause does not apply where the employer pays for the cost of air transport.

19.2.1(a)(iii) 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 16.1.

19.3 Prior to the artist's departure he or she shall be provided with an itinerary outlining the places where he or she will be required to attend and the duties required of the artist in carrying out such publicity and/or promotion work (e.g. interviews, performance, etc).

PART 6 - HOURS OF WORK

20. HOURS OF WORK

- 20.1** The ordinary hours of work shall be based on an 8 hour day exclusive of meal breaks to be worked continuously between 6.30 am and 11.00 pm Monday to Saturday.
- 20.2** All meal breaks other than tea (smoko) breaks shall be in the artist's time. Tea (smoko) breaks shall be counted as time worked.
- 20.3** Travelling time both ways between the pick-up point and the place of work shall be counted as time worked.

21. OVERTIME AND PENALTY RATES

- 21.1** The artist shall work such overtime as the employer may reasonably require.
- 21.2** 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.
- 21.3** Where ordinary hours of work are worked on a Saturday such ordinary hours shall not exceed eight 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 rate of payment of such overtime shall be time and three quarters for the first three hours and double time thereafter.
- 21.4** Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (ie where Saturday is a 6th or 7th day of the week) it shall be paid for at the rate of time and half for the first three hours and double time thereafter.
- 21.5** All time worked on a Sunday shall be at double time.
- 21.6** For all work performed between 11 pm and 6.30 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 6.30 am Saturday, or between 8.00 pm and midnight Saturday, the penalty shall be 50%.
- 21.7** For half daily engagements time worked in excess of four hours shall be paid for at the appropriate overtime rate.
- 21.8** For the purpose of calculating penalty payments prescribed in this Award:
- 21.8.1** divide the weekly or daily composite rate by the ordinary hours prescribed by subclause 20.1; and
- 21.8.2** apply the appropriate penalty to this figure.
- 21.9** Overtime shall not be paid twice for the same time worked and shall be paid for to the nearest half hour.
- 21.9.1** An employer 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:
- 21.9.1(a)** the details thereof are set out in writing (signed by or on behalf of the employer and the artist) prior to the commencement of the engagement; and
- 21.9.1(b)** the amount of such rate shall not be less than the aggregate of all applicable rates.

22. LAY DAYS

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

23. MEAL BREAKS, BREAKS BETWEEN WORK PERIODS AND REST PERIODS

- 23.1** If duty commences before 5.30 am the employer shall allow a half hour break between 6.30 am and 8.00 am. This break shall be considered as time on duty and a breakfast allowance as set out in clause 16.3 shall be paid unless the employer provides breakfast. Where duty commences between 5.30am and 7.00am the employer shall pay an allowance as set out in clause 16.3 unless a light breakfast (eg coffee and a roll) is provided by the employer.
- 23.2** An artist shall be allowed meal periods of not less than half an hour nor more than one hour between 12 noon and 2.00 pm for lunch and 5.00 pm and 8.00 pm for dinner except in the case of daylight saving when the dinner break shall be between 6.00 pm and 9.00 pm. A meal break shall not be considered as time on duty. Provided that in any event a meal break shall commence not later than five hours from the start of the work session involved.
- 23.3** Upon location if a satisfactory lunch cannot be obtained by the artist an allowance as set out in clause 16.3 shall be paid, unless the meal is provided by the employer.
- Upon location a dinner allowance as set out in clause 16.3 shall be paid, unless the employer provides dinner.
- 23.4** If the meal period is not allowed as hereinbefore provided, the normal time of the meal period shall be paid for at the rate of time and a half of the Composite Rate for week days and at time and three quarters for Saturdays, at double time for Sundays and at double time and a half for public holidays and the artist shall be permitted to have his or her usual meal period without deduction from his or her Composite Rate as soon as possible after the prescribed meal period.
- 23.5** Notwithstanding the above where any artist is required to work beyond the time of a second meal break the employer shall pay an allowance as set out in clause 16.3 unless the employer provides the appropriate meal.
- 23.6** When overtime duty is performed beyond 12 midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must or reimburse the artist at the rate set out in clause 16.3 per supper or provide supper.
- 23.7** Artists shall be granted a rest period of ten minutes during the morning and afternoon of each day. Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period shall be of twenty minutes duration. No artist shall be entitled to more than one rest period during each morning or afternoon.
- 23.8** When proper meals are unavailable or the artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the employer shall pay the artist the amount as set out in clause 16.3 for lunch and for dinner or provide adequate meals.

23.9 An artist required to start work at a time which does not allow him/her to obtain breakfast at the place of accommodation shall be reimbursed the cost of an adequate breakfast prior to actually starting work or provided with an adequate breakfast

An artist shall be allowed a meal break of thirty minutes in his or her time.

23.10 All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.

23.11 A break of ten clear hours shall be allowed between the cessation of work on one day and the commencement of work on the succeeding day provided that in the event of an emergency work may be performed with the consent of the artist within a period of ten clear hours of the cessation of work in which case the artist shall be paid double time for the whole of the period worked until the artist commences the full ten hours break. The producer shall notify the union in writing of any incidence of breaks shorter than ten hours.

23.12 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 he or she 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.

23.13 For the purpose of this subclause 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 19.

24. 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.

25. CANCELLATION AND POSTPONEMENT OF CALLS

- 25.1** 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 four 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 four days but two days or more notice of such alteration be given the performer shall be paid 25% 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 33-1/3% of the BNF calculated on a daily basis for such altered call
- 25.2** Where a performer has been booked and no work is performed on that day due to weather conditions he or she shall be paid 50% of the BNF calculated on a daily basis for such day if he or she has not been required to attend the place of work, or 75% of the BNF if he or she has attended the place of work.
- 25.3** Calls substituted for the postponed call shall be paid for at the rate negotiated for the original call.
- 25.4** If a call is cancelled or if the artist is unavailable on the date to which the call is postponed the artist shall be paid his or her Composite Rate for the call.

26. COMPLETION OF WORK IN ONE PROGRAM

All work performed for the producer in the production of a film shall be used as only part of the film for which the artist was originally engaged. No footage may be used in any other production without the written permission of the artist. Such written permission shall not be unreasonably withheld. The producer may use any of the footage or still photographs as is necessary to promote and/or advertise the production in any media including production trailers, documentaries, printed materials etc”.

27. DANCERS - SPECIFIC PROVISIONS

27.1 Dancers - Warm up

A dancer is to be provided with thirty minutes “warm up” time prior to the commencement of work located in an adequate warm up space.

27.2 Dancers - rest break

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

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

28. PUBLIC HOLIDAYS

28.1 An employee shall be entitled to holidays on the following days:

28.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

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

28.1.3

- in the Australian Capital Territory, Canberra Day;
- in New South Wales, an additional day agreed between the the employer and a majority of affected employees;
- in Victoria, Melbourne Cup Day;
- in South Australia, the third Monday in May;
- in Western Australia, Foundation Day;
- in Northern Territory, Picnic Day;
- in Queensland, Show Day;
- in southern Tasmania, Regatta Day;
- in northern Tasmania, Recreation Day.

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

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

28.4 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

28.5 Where in a State, Territory or locality public holidays are declared or prescribed on days other than those set out in 28.1, 28.2, 28.3 and 28.4 above, those days shall constitute additional holidays for the purpose of this award.

28.6.1 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

28.6.2 An agreement pursuant to 28.6.1 shall be recorded in writing and be available to every affected employee.

28.6.3 An artist required to work on any of the said holidays shall be paid at the rate of double time and one half for all work performed on that day, with a minimum payment as for four hours.

28.6.4 If by reason of any of the public holidays referred to in this clause 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 or her wage for the week paid without deduction.

29. ANNUAL LEAVE

The producer shall pay the artist, in addition to all other payments provided for by this Agreement, a sum equal to 1/12th of a figure which is calculated as follows:

- (i) divide the weekly Composite Rate by 40 (or in the case of daily engagement, divide by 8) to ascertain the hourly rate;
- (ii) multiply the resultant figure by the total number of hours including overtime, if any, worked (or previously contracted for, whichever is the greater) in the engagement.

Such payment to the artist is to be in lieu of Annual Leave.

30. ABSENCE FROM DUTY

30.1 An artist engaged by the week who is absent from duty shall lose pay proportionate to the time absent unless he or she notifies the employer within twenty-four hours of the commencement of such absence that the absence was reasonable because of either:

30.1.1 Illness of the artist due neither to his or her own default nor to accident arising otherwise than out of and in the course of his or her employment; or

30.1.2 Bodily injury to the artist caused by accident arising out of and in the course of his or her employment

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

**APPENDIX A - CLAUSES SUBJECT TO REVIEW UNDER ITEM 51 OF THE
WORKPLACE RELATIONS AND OTHER LEGISLATION AMENDMENT ACT
1996 (WROLA ACT).**

[Appx A deleted by [PR924270](#) from 01Nov02]

SCHEDULE A - SCHEDULE OF RESPONDENTS

AAV Australia - Video Services
180 Bank St
South Melbourne 3205

ABC Facilities Victoria
8 Gordon St
Elsternwick 3185

Andey Films
8 Taylor St
Oakleigh 3166

Aranda Film Productions Pty Limited
40 Bay Street
Brighton 3186

Australian Business Theatre
3 Bond St
South Yarra 3141

Australian Film Theatre
31 Victoria St
South Melbourne 3205

Australis Film and Video
65 Buckhurst St
South Melbourne 3205

Bendigo Street Productions
A Division of General Television Corporation Pty Ltd
24-26 Bendigo St
Richmond 3121

Big Bear Picture Company
130 Belgrave Hallam Rd
South Belgrave 3160

Boulevard Films Ltd
110-114 Errol St
North Melbourne 3051

Broad Stone
PO Box 361
South Melbourne 3205

Burrowes Film Group
407 Coventry Street
South Melbourne 3205

Campitelli Films
24 Netherlee St
Glen Iris 3146

Cascade Films Pty Ltd
117 Rouse St
Port Melbourne 3205

Colosimo Film Productions Pty Ltd
22 Hanover St
Fitzroy 3128

de Montignie Media Productions
643 Chapel St
South Yarra 3141

Film Art Doco
2nd Floor - 31 Victoria Street
Fitzroy 3065

Film Associates
22 Lindsay Avenue
Murrumbeena 3163

Film House, The
159 Eastern Rd
South Melbourne 3205

Fortune Films
7/9 View St
Bendigo 3550

Funny Farm Pty Ltd
9A Raglan St
Port Melbourne 3205

Pericles Film Productions Pty Ltd
60 Silver St
Eltham 3095

Peter McKinley Film Video Production
1 Pargonee St
Dodges Ferry 7173

Pixie Pictures Pty Ltd
23 Olinda Cres
Olinda 3788

Pointblank Pictures Pty Ltd
2/64 Park St
South Yarra 3141

Pro-Image Post and Pro-Image (Victoria) Pty Ltd
trading as Post!
18 Kavanagh St
South Melbourne 3205

Quantum Films
16th Floor
10 Queens Rd
Melbourne 3004

Richard Bence Productions Pty Limited
299 Moray St
South Melbourne 3205

Rod Kinnear Productions (Australia) Pty Ltd
Unit 2, 5 Gloucester Ave
Berwick 3806

Seven S Productions
454 Rathdowne St
Carlton North 3054

Showtime Film Promotions
26 Carawatham Rd
Doncaster 3108

Southern Light Pictures
36 McConnell St
Kensington 3031

Steve Jodrell Productions
10 Hudson St
Hampton 3138

Sunrise Picture Company Pty Ltd
785 Rathdowne St
North Carlton 3054

Telltale Films Pty Ltd
PO Box 535
South Yarra 3141

Trifilm Productions Pty Ltd
60 Fawkner St
St. Kilda 3182

Valley Films
259 Middleborough Rd
Box Hill 3123

Victorian International Pictures
Lalor St Studios
30 Lalor St
Port Melbourne 3205

Westbridge Entertainment
171 Roseneath St
Clifton Hill 3068

Will Spencer Productions
22 Hanover St
Fitzroy 3065

Yarra Bank Films Pty Limited
155 Gertrude Street
Fitzroy 3065

Goshu Films
PO Box 324
Albert Park 3206

Greg Taylor Productions
82 Inkerman St
St. Kilda 3121

Hips Film and Video Productions
257 Coventry St
South Melbourne 3205

Honore International Pty Ltd
6 Roseberry St
Hawthorn 3122

Illumination Films
1 Victoria Ave
Albert Park 3206

J'Elly Ballantyne Productions
2/40 Marine Parade
St. Kilda 3182

John Boland & Associates Pty Ltd
Unit 5, 283 Barkers Rd
Kew 3101

Kestrel Film and Video
367 Bridge Rd
Richmond 3121

Kingcroft Australia Pty Ltd
PO Box 373
Box Hill 3128

Lea Films Pty Ltd
PO Box 93
North Carlton 3084

Lemac Film and Video
277 Highett St
Richmond 3121

LJ Promotions Pty Ltd
57 Keele St
Collingwood 3066

Lyons-Sinclair Pictures Pty Ltd
457 Malvern Rd
South Yarra 3141

Media Arts Productions Pty Ltd
356 Swan St
Richmond 3121

Media World Pty Ltd
278 Gore St
Fitzroy 3065

Mighty Good Movies
The Church
36 Howe Cres
South Melbourne 3205

Moving Picture Company Pty Ltd
Television House
356 Swan St
Richmond 3121

Murray Mancha Pty Limited
199 Richardson Street
Middle Park 3206

Musical Films Pty Ltd
202 Tennyson Street
Elwood 3184

OCP Limited
Open Channel
13 Victoria St
Fitzroy 3065

Paul Davies Film & Television Enterprises
62 South Rd
Brighton 3186

Pacific Circle Films Pty Ltd
299 Moray St
South Melbourne 3205

ROPING-IN AWARD 1 OF 1992

[Roping-in Award No. 1 of 1992 inserted by [K6063](#) from 18Dec92]

1 - TITLE

This Award shall be known as the Actors Feature Film (Roping-in No. 1) Award 1992.

2 - APPLICATION

The Actors Feature Film Award, 1979 (as amended) shall be binding according to its terms upon persons or organisations named in Schedule A as to all their employees whether members of the Media, Entertainment and Arts Alliance or not, and upon the said Media, Entertainment and Arts Alliance, its officers and its members.

3 - DATE OF OPERATION

This Award shall operate from 18 December, 1992 and remain in force for a period of six months.

SCHEDULE OF RESPONDENTS

AAV Australia - Video Services
180 Bank St
South Melbourne 3205

ABC Facilities Victoria
8 Gordon St
Elsternwick 3185

Andey Films
8 Taylor St
Oakleigh 3166

Aranda Film Productions Pty Limited
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Brighton 3186

Australian Business Theatre
3 Bond St
South Yarra 3141

Australian Film Theatre
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South Melbourne 3205

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A Division of General Television Corporation Pty Ltd
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Richmond 3121

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South Melbourne 3205

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South Melbourne 3205

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Glen Iris 3146

Cascade Films Pty Ltd
117 Rouse St
Port Melbourne 3205

Colosimo Film Productions Pty Ltd
22 Hanover St
Fitzroy 3128

de Montignie Media Productions
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South Yarra 3141

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Bendigo 3550

Funny Farm Pty Ltd
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Port Melbourne 3205

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Berwick 3806

Seven S Productions
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Carlton North 3054

Showtime Film Promotions
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Doncaster 3108

Southern Light Pictures
36 McConnell St
Kensington 3031

Steve Jodrell Productions
10 Hudson St
Hampton 3138

Sunrise Picture Company Pty Ltd
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62 South Rd
Brighton 3186

Pacific Circle Films Pty Ltd
299 Moray St
South Melbourne 3205

ROPING-IN AWARD 1 OF 1996

[Roping-in Award No. 1 of 1996 inserted by [N9574](#) from 30Dec96; varied by [N9741](#) from 30Dec96]

1 - TITLE

This award shall be known as the Actors Feature Film - (Roping-in No. 1) Award 1996.

2 - PARTIES AND PERSONS BOUND

This award shall be binding upon the Media, Entertainment and Arts Alliance and the employers listed in schedule A.

3 - APPLICATION

Subject to that which is otherwise provided in this award the provisions of the Actors Feature Film Award 1979 or any award made in replacement thereof shall apply to and be binding on the parties to this award.

4 - SAVINGS PROVISION

Notwithstanding the provisions of this award or the Actors Feature Film Award 1979 all terms and conditions of employment and rates of pay applying to an employee of a respondent to this award which are more beneficial to an employee shall not be reduced as a consequence of the application of the award.

5 - OPERATION AND DURATION

This award shall come into force from the first pay period to commence on or after 30 December 1996, and shall remain in force for a period of three years.

SCHEDULE A

Mr Peter Westfield, Adair Communications, Apartment 11, 33 Kensington Road, South Yarra VIC 3141

Mr Andrew Williams, Airedale Film Co Pty Ltd, PO Box 691, Spit Junction, NSW 2088

The Proper Officer, Alchemy Films Pty Ltd, C/- Film queensland, GPO Box 1436, Brisbane QLD 4001

Mr Anthony Buckley, Anthony Buckley Productions, 27A Johnston Street, Lane Cove NSW 2066

Mr Andrew Wiseman, Apollo Films, 25-33 Victoria Street, Fitzroy VIC 3065

Ms Sue Wild, Applied Explosives Technology Pty Ltd, 2/1 Larkin Street, Camperdown NSW 2050

Mr Steve Vizard, Artist Services Pty Ltd, 33 Nott Street, Port Melbourne VIC 3207

Dr Patricia Edgar, Australian Children's Television Foundation Productions Ltd, 145 Smith Street, Fitzroy VIC 3065

Mr Phillip Avalon, Avalon Films, 9 Albert Street, Narrabeen NSW 2101

Mr Paul Barron, Barron Entertainment Ltd, Suite 7, 85 Forrest street, Cottesloe WA 6011

The Proper Officer, BBC Worldwide Limited, 50 Berry Street, North Sydney NSW 2060

Mr Mikael Borglund, Beyond Productions Pty Ltd, 53-55 Brisbane Street, Surry Hills NSW 2010

Mr Ewan Burnett, Burberry Productions, 9 Sidwell Avenue, East St Kilda VIC 3183

Ms Gail Sullivan, Business Horizons, 19 Downshire Road, Elsternwick VIC 3185

Mr David Parker, Cascade Films, 117 Rouse Street, Port Melbourne VIC 3207

Ms Nadia Tass, Cascade Films, 117 Rouse Street, Port Melbourne VIC 3207

Ms Barbara Gibbs, Cazbar Pty Ltd, 11 Holdsworth Street, Neutral Bay NSW 2089

Ms Carol Hughes, Cazbar Pty Ltd, 11 Holdsworth Street, Neutral Bay NSW 2089

Mr Campbell McLean, CM Location Production Co, Unit 41, 46 Rotherham Street, Kangaroo Point QLD 4109

Mr John Kearney, Crawford Productions Pty Ltd, PO Box 373, Box Hill VIC 3128

Mr Derek Longhurst, CVA Film and Television, PO Box 25, West Perth WA 6872

Ms Robin Dalton, Dalton Film Pty Ltd, 109 Bellevue Road, Bellevue Hill NSW 2023

Mr Daniel Scharf, Daniel Scharf Productions Pty Ltd, 117 Wellington Street, Windsor VIC 3181

Mr David Downie, David Downie Film Productions, 85 Lincoln Street, Highgate WA 6003

Mr David Hannay, David Hannay Productions Pty Ltd, 2 Buckland Street, Broadway NSW 2008

Mr Chris Ardill-Guinness, Deemcept Pty Ltd, 50 Elgin Street, Gordon NSW 2072

Mr Hugh Rule, Eclectic Films Pty Ltd, 102 Denison Street, Camperdown NSW 2050

Ms Alfons Fiorindo, Entertainment Media Pty Ltd, 159 Eastern Road, South Melbourne VIC 3205

The Proper Officer, Film & Television Institute, 92 Adelaide Street, Fremantle WA 6160

The Proper Officer, Film Australia, 101 Eton Road, Lindfield NSW 2070

Mr Donald Crombie, Forest Home Films Pty Ltd, 20 Rupert Terrace, Ascot QLD 4007

Mr Richard Becker, Fremantle International Productions, Level 2, 486 Pacific Highway, St Leonards NSW 2065

Mr Marcus Hogan, Galahad Film & Television, GPO Box 1138, Brisbane QLD 4001

Mr Gary Reilly, Gary Reilly Productions Pty Ltd, 136 Cathedral Street, Woolloomooloo NSW 2011

Ms Sue Maslin, Gecko Films, 28 Hall Street, Fairfield VIC 3078

Mr Bob Weis, Generation Films, 111 Nott Street, Port Melbourne VIC 3207

Mr Bernard Terry, Glasshouse Pictures Pty Ltd, PO Box 104, Church Point NSW 2105

Ms Patricia Evans, Gripping Films & Graphics, 19 Saunders Street, Mosman Park WA 6012

Mr John Fowler, Grundy Television Pty Ltd, South Tower, Level 1, 2 Minna Close, Belrose NSW 2085

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Mr John Hipwell, Hips Film & Video Productions, 257 Coventry Street, South Melbourne VIC 3205

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Mr Tony Ginnane, IFM Film Associates Inc., PO Box 305, Caulfield East VIC 3145

Ms Sandra Alexander, Inland Films Pty Ltd, 27 Surfside Avenue, Clovelly NSW 2031

The Proper Officer, Insignia Film Pty Ltd, 38 Southbourne Street, Scarborough WA 6019

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Mr Ian Iveson, Iveson Clark, 13/1 Bradly Avenue, Kirribilli NSW 2061

Ms Jane Ballantyne, J'Elly Ballantyne Productions Pty Ltd, 75 Mackinnon Parade, North Adelaide SA 5006

Mr James Davern, JNP Films Pty Ltd, 87 Alexander Street, Crows Nest NSW 2065

Mr Richard Clendinnen, Jolimont Peak Pty Ltd, 503 Camberwell Road, Camberwell VIC 3124

Mr Jonathon Shiff, Jonathon M. Shiff Productions Pty Ltd, 373 Bay Street, Port Melbourne VIC 3206

Mr Ray Hennessy, Journeyman Films Pty Ltd, 39 Robbs Road, Footscray West VIC 3012

Mr John Richardson, Kestrel Film & Video, 367 Bridge Street, Richmond VIC 3121

Ms Rebel Penfold-Russell, Latent Image Productions Pty Ltd, 82 Glenmore Road, Paddington NSW 2021

Mr David Flatman, Living Pictures (Aust) Pty Ltd, 83 Frenchs Forest Road, Seaforth NSW 2092

Ms Barbi Taylor, Lorien Pty Ltd, PO Box 10, Black Rock VIC 3193

Mr Matt Carroll, Matt Carroll Films, 12 Sloane Street, Newtown NSW 2042

Mr John Tatoulis, Media World Pty Ltd, PO Box 214, Fitzroy VIC 3065

Ms Posie Graeme-Evans, Millennium Pictures Pty Ltd, The Old Cottage, 54 Duntroon Avenue, Roseville NSW 2069

Ms Margot McDonald, Moonlight Cinata Pty Ltd, PO Box 93, North Carlton VIC 3054

The Proper Officer, Open Channel Co-op Ltd, 13 Victoria Street, Fitzroy VIC 3065

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Mr Paul Davies, Paul Davies Film & TV Enterprises, 62 South Road, Brighton VIC 3186

Ms Samantha Meers, Pay TV Movies Australia, "Galaxy" Building, 55 Byrmont Bridge Road, Pymont NSW 2009

Mr John Beaton, Pharlap Pty Ltd, PO Box 902, West Perth WA 6872

Mr Phillip Emanuel, Phillip Emanuel Productions, 24 Herbert Street, Artarmon NSW 2064

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Ms Catherine Kerr, Pod Films, 3/34 Kellett Street, Kings Cross NSW 2011

Mr Tim Read, Polygon Pictures Pty Ltd, 19 Forest Knoll Avenue, Bondi NSW 2026

Mr Rob George, Prospect Productions Pty Ltd, 21 Clifton Street, Prospect SA 5082

Ms Sue Taylor, RT Productions, 35 Forbes Lane, North Bridge WA 6003

Ms Sue Milliken, Samson Productions Pty Ltd, 119 Pymont Street, Pymont NSW 2009

Mr Santhana Naidu, Santhana Films Pty Ltd, Unit 3, 20 Kent Avenue, Brighton VIC 3186

Ms Joan Peters, Seraph Productions Pty Ltd, 17 Boulonnais Drive, Brigadoon WA 6056

Ms Eve Ash, Seven Dimensions Pty Ltd, 8 Daly Street, South Yarra VIC 3141

Ms Natalie Miller, Sharmill Films Pty Ltd, 27 Stonnington Place, Toorak VIC 3142

Mr Roger Le Mesurier, Simpson Le Mesurier Films Pty Ltd, 32-36 Little Leveson Street, North Melbourne VIC 3051

Mr Yuri Sokol, Sokol Film Productions, PO Box 1599, North Sydney NSW 2060

Mr Christopher Budrys, Southern Cross Studios, PO Box 839, Artarmon NSW 2064
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The Proper Officer, Southern Star Group, 10th Floor, 8 West Street, North Sydney NSW 2060
Mr Errol Sullivan, Southern Star Sullivan Productions Pty Ltd, Level 9, 8 West Street, North Sydney NSW 2060
Mr Jonathan Shteinman, Stamen Films Pty Ltd, PO Box 3226, Tamarama NSW 2026
The Proper Officer, Taffner Ramsay Productions, Suite 303, 156 Pacific Highway, Greenwich NSW 2065
Mr Neil Robinson, The Funny Farm, 3 Lefevre Street, Spotswood VIC 3015
Ms Colleen Clarke, Tiger Films, 136 Cathedral Street, Woolloomooloo NSW 2011
Ms Heather Ogilvie, Total Film & Television Pty Ltd, 119 Evans Street, Rozelle NSW 2039
Mr Tom Burstall, Umbrella Film Group, PO Box 373, North Melbourne VIC 3051
Ms Jan Miller, Vaughan Yesterday Productions, 51/5 Karoo Place, Malabar NSW 2036
Mr Brett Chenoweth, Village Roadshow Production Services, Level 7, 235 Pymont Street, Pymont NSW 2009
Mr Russell Jordan, Visual Communication Group, Suite 2, 11 Ventnor Avenue, West Perth WA 6005
Ms Ann Darrouzet, Westside Films, C/- Melbourne Film Studios, 117 Rouse Street, Port Melbourne VIC 3207
Mr Michael Bouchier, Window Media Pty Ltd, 15 Riverview Avenue, Dangar Island NSW 2083
Mr Yoram Gross, Yoram Gross Film Studio, 62-68 Church Street, Camperdown NSW 2050
Mr Ross Matthews, Zarwot Pty Ltd, 33 Riley Street, Woolloomooloo NSW 2011
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The Proper Officer, Wiltshire, 27 Maribor Street, Westlake QLD 4074
The Proper Officer, AAV Australia, Video Services, 180 Bank Street, South Melbourne VIC 3205
The Proper Officer, ABC Facilities Victoria, 8 Gordon Street, Elsternwick VIC 3185
The Proper Officer, Andey Films, 8 Taylor Street, Oakleigh VIC 3166
The Proper Officer, Aranda Film Production Pty Ltd, 40 Bay Street, Brighton VIC 3186
The Proper Officer, Australian Business Theatre, 3 Bond Street, South Yarra VIC 3141
The Proper Officer, Australian Film Theatre, 31 Victoria Street, South Melbourne VIC 3205
The Proper Officer, Australis Film & Video, 65 Buckhurst Street, South Melbourne VIC 3205
The Proper Officer, Bendigo Street Productions, 24-26 Bendigo Street, Richmond VIC 3121
The Proper Officer, Big Bear Picture Company, 130 Belgrave Hallam Road, South Belgrave VIC 3160
The Proper Officer, Boulevard Films Ltd, 110-114 Errol Street, North Melbourne VIC 3051
The Proper Officer, Broad Stone, PO Box 361, South Melbourne VIC 3205
The Proper Officer, Burrowes Film Group, 407 Coventry Street, South Melbourne VIC 3205
The Proper Officer, Campitelli Films, 24 Netherlee Street, Glen Iris VIC 3146

The Proper Officer, Colosimo Film Productions Pty Ltd, 22 Hanover Street, Fitzroy
VIC 3128

The Proper Officer, de Montignie Media Productions, 643 Chapel Street, South Yarra
VIC 3141

The Proper Officer, Film Art Doco, 2nd Floor, 31 Victoria Street, Fitzroy VIC 3065

The Proper Officer, Film Associates, 22 Lindsay Avenue, Murrumbeena VIC 3163

The Proper Officer, The Film House, 159 Eastern Road, South Melbourne VIC 3205

The Proper Officer, Fortune Films, 7/9 View Street, Bendigo VIC 3550

The Proper Officer, Funny Farm Pty Ltd, 9A Raglan Street, Port Melbourne VIC 3205

The Proper Officer, Pericles Film Productions Pty Ltd, 60 Silver Street, Eltham VIC
3095

The Proper Officer, Peter McKinley Film Video Production, 1 Pargonee Street, Dodges
Ferry TAS 7173

The Proper Officer, Pixie Pictures Pty Ltd, 23 Olinda Cres, Olinda VIC 3788

The Proper Officer, Pointblank Pictures Pty Ltd, 2/64 Park Street, South Yarra VIC
3141

The Proper Officer, Pro-Image Post and Pro-Image (Vic) Pty Ltd, 18 Kavanagh Street,
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The Proper Officer, Quantum Films, 16th Floor, 10 Queens Road, Melbourne VIC 3004

The Proper Officer, Richard Bence Productions Pty Ltd, 299 Moray Street, South
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The Proper Officer, Rod Kinnear Productions (Aust) Pty Ltd, Unit 2, 5 Gloucester
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The Proper Officer, Steven S Productions, 454 Rathdowne Street, Carlton North VIC
3054

The Proper Officer, Showtime Film Promotions, 26 Carawatham Road, Doncaster VIC
3108

The Proper Officer, Southern Light Pictures, 36 McConnell Street, Kensington VIC
3031

The Proper Officer, Steve Jodrell Productions, 10 Hudson Street, Hampton VIC 3138

The Proper Officer, Sunrise Picture Co Pty Ltd, 785 Rathdowne Street, North Carlton
VIC 3054

The Proper Officer, Telltale Films Pty Ltd, PO Box 535, South Yarra VIC 3141

The Proper Officer, Trifilm Productions Pty Ltd, 60 Fawkner Street, St Kilda VIC 3182

The Proper Officer, Valley Films, 259 Middleborough Road, Box Hill VIC 3123

The Proper Officer, Victorian International Pictures, Lalor St Studios, 30 Lalor Street,
Port Melbourne VIC 3207

The Proper Officer, Westbridge Entertainment, 171 Roseneath Street, Clifton Hill VIC
3068

The Proper Officer, Will Spencer Productions, 22 Hanover Street, Fitzroy VIC 3065

The Proper Officer, Yarra Bank Films Pty Ltd, 155 Gertrude Street, Fitzroy VIC 3065

The Proper Officer, Goshu Films, PO Box 324, Albert Park VIC 3206

The Proper Officer, Greg Taylor Productions, 82 Inkerman Street, St Kilda VIC 3121

The Proper Officer, Hips Film & Video Productions, 257 Coventry Street, South
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The Proper Officer, Honore International Pty Ltd, 6 Roseberry Street, Hawthorn VIC
3122

The Proper Officer, Illumination Films, 1 Victoria Avenue, Albert Park VIC 3206

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3182

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The Proper Officer, Lea Films Pty Ltd, PO Box 93, North Carlton VIC 3084

The Proper Officer, Lemac Film & Video, 277 Highett Street, Richmond VIC 3121

The Proper Officer, LJ Promotions Pty Ltd, 57 Keele Street, Collingwood VIC 3066

The Proper Officer, Lyons-Sinclair Pictures Pty Ltd, 457 Malvern Road, South Yarra VIC 3141

The Proper Officer, Media Arts Productions Pty Ltd, 356 Swan Street, Richmond VIC 3121

The Proper Officer, Media World Pty Ltd, 278 Gore Street, Fitzroy VIC 3065

The Proper Officer, Mighty Good Movies, The Church, 36 Howe Cres, South Melbourne VIC 3205

The Proper Officer, Moving Picture Co Pty Ltd, Television House, 356 Swan Street, Richmond VIC 3121

The Proper Officer, Murray Mancha Pty Ltd, 199 Richardson Street, Middle Park VIC 3206

The Proper Officer, Musical Films Pty Ltd, 202 Tennyson Street, Elwood VIC 3184

The Proper Officer, OCP Limited, Open Channel, 13 Victoria Street, Fitzroy VIC 3065

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The Proper Officer, Pacific Circle Films Pty Ltd, 299 Moray Street, South Melbourne VIC 3205

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The Proper Officer, Meridian Films Pty Ltd, 117 Rouse Street, Port Melbourne VIC 3207

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The Proper Officer, Robstar Pty Ltd, 14 Hilder Road, The Gap QLD 4061

The Proper Officer, Wedgetail Films Management Ltd, Level 3, The Connaught Centre, 26 Marine Parade, Southport QLD 4215

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The Proper Officer, National Films Pty Ltd, 14 Corinthian Road, Rossmoyne WA 6148

The Proper Officer, Bran Nue Dae Films Pty Ltd, 20 Old Perth Road, Bassendean WA 6054

The Proper Officer, Monster with Two Toes Pty Ltd, 11 Raglan Road, Mt Lawley WA 6050

The Proper Officer, Planet Pictures Australia Pty Ltd, PO Box 760, Fremantle WA 6160

The Proper Officer, Shots Film & Video Production Pty Ltd, 55 Lindsay Street, Perth WA 6000

The Proper Officer, Trans Vision Pty Ltd, 17 Kathleen Street, Cottesloe WA 6011

The Proper Officer, West Coast Pictures Pty Ltd, 1141 Hay Street, West Perth WA 6005

The Proper Officer, Wildfilm Australia Pty Ltd, 30 Hillview Road, Mt Lawley WA 6050

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The Proper Officer, Forrest Redlich Productions Pty Ltd, 46 Albany Street, Crows Nest NSW 2065

The Proper Officer, Manifesto Films Pty Ltd, 17-21 Henderson Street, Turrella NSW 2205

The Proper Officer, Margaret Fink Films, C/- Inprodel, 20 Relica Street, Darlinghurst NSW 2010

The Proper Officer, Moirstorm Productions Pty Ltd, PO Box 293, Hurstbridge VIC 3099

The Proper Officer, Newblood & Oldmoney (Film-Makers) Pty Ltd, 28-30 Surrey Street, Darlinghurst NSW 2010

The Proper Officer, Peter Fairman Productions Pty Ltd, PO Box 346, Cremorne Junction NSW 2090

The Proper Officer, EnCue Productions Pty Ltd, PO Box 5291, West End QLD 4107

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Mr Darryl Sheen, 59 Bermuda Street, Broadbeach Waters QLD 4217

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Mr William Marshall, 5 Fairfield Avenue, Camberwell VIC 3124

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Mr Andrew McPhail, Black Productions Pty Ltd, 80 Campbell Street, Surry Hills NSW 2010

The Proper Officer, Suitcase Films Pty Ltd, PO Box 11, Bondi Beach NSW 2026

Mr Oscar Whitbread, 1 Adamson Street, Middle Brighton VIC 3186

Mr Charles Waterstreet, Samuel Griffith Chamber, Level 18, 157 Liverpool Street, Sydney NSW 2000

Ms Bridget Hain, Hibiscus Films, 2nd Floor, 270 Devonshire Street, Surry Hills NSW 2010

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The Proper Officer, Icon Digital Post, PO Box 74, Port Melbourne VIC 3207

Ms Glenda Hambly, Rogue Productions, 218 McKean Street, Fitzroy North VIC 3168

Mr David Rapsey, Rogue Productions, 218 McKean Street, Fitzroy North VIC 3168

Mr Dennis Kiely, 10 Wollombi Road, Bilgola NSW 2107

Mr Joan Long, Limelight Productions, 10 Burruga Place, Lindfield NSW 2070

Ms Julia de Roeper, 31 Stephen Terrace, St Peters SA 5069

Mr Gus Howard, 22 Seaview Terrace, Brighton SA 5048

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Mr John Maynard, Arenafilm Pty Ltd, 270 Devonshire Street, Surry Hills NSW 2010

Mr Wayne Groom, Australian International Pictures Pty Ltd, C/- SAFC, 3 Butler Drive,
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The Proper Officer, Bill Bennett Productions Pty Ltd, PO Box 67, Castlecrag NSW
2068

The Proper Officer, Bluestone Pictures, 75 Mackinnon Parade, North Adelaide SA 5006

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Ms Denise Patience, Calypso Films Pty Ltd, 117 Rouse Street, Port Melbourne VIC
3207

Ms Marian MacGowan, CML Films, 24 Bayswater Road, Kings Cross NSW 2011

Ms Rosa Colosimo, Colosimo Films Pty Ltd, 22 Hanover Street, Fitzroy VIC 3065

The Proper Officer, Duo art Productions, 122 Grant Avenue, Toorak Gardens SA 5065

Mr Andrew Ogilivie, Electric Pictures Pty Ltd, 5 Athelstan Street, Cottesloe WA 6011

The Proper Officer, Enterprise Films, 323 William Street, Northbridge WA 6003

Ms Fiona Eagger, Fiona Eagger Productions, 20 Glover Street, South Melbourne VIC
3205

Mr Michael Hirsh, Frontline Productions Pty Ltd, PO Box 488, South Yarra VIC 3141

Mr Ben Gannon, Gannon Television Pty Ltd, 11 Gaerloch Avenue, Bondi NSW 2026

Mr Craig Lahiff, Genesis Films Pty Ltd, 32 Eton Road, Somerton Park SA 5044

Ms Elizabeth Baird, Great Southern Films, 16 Conyngham Street, Glenside SA 5065

The Proper Officer, Gripping Films and Graphics, 19 Saunders Street, Mosman Park
WA 6012

Mr Terry Charatis, Infinity Pictures, 157 Margaret Street, North Adelaide SA 5006

Ms Jan Chapman, Jan Chapman Productions, PO Box 27, Potts Point NSW 2011

The Proper Officer, Kennedy Miller Productions, 30 Orwell Street, Kings Cross NSW
2011

Mr Bill Hughes, Lady Luck Entertainment, 36 Gosbell Street, Paddington NSW 2021

Ms Andrena Finlay, Latent Image Productions Pty Ltd, 82 Glenmore road, Paddington
NSW 2021

Ms Simone North & Tony Cavanaugh, Liberty Films Pty Ltd, PO Box 520, South Yarra
VIC 3141

Mr Tim White, Meridian Films, 117 Rouse Street, Port Melbourne VIC 3207

Ms Roslyn Walker, Motion Arts Aust Pty Ltd, 26 Perry Street, Yarraville VIC 3011

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2040

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3181

Mr Patrick Fitzgerald, Oilrag Productions, PO Box 114, Rozelle NSW 2039

Mr Charles Hannah, Pacific Link Communications Pty Ltd, 303,6-26-20 Hatanodai,
Shinagawa-du Tokyo 142, Japan

The Proper Officer, Pepper Studios, 64 North Terrace, Kent Town SA 5071

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Mr Richard Becker, Pro Films Pty Ltd, PO Box 130, St Leonards NSW 2065
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The Proper Officer, SAFC Productions, 3 Butler Drive, Hendon SA 5014
Mr Tom Jeffrey, Samson Productions Pty Ltd, 119 Pyrmont Street, Pyrmont NSW 2009
Mr John Fiocco, Silver Turtle Films, C/- Fiocco, Hoplins & Rattigan, 55 St Georges
Terrace, Perth WA 6000
Ms Sandra Levy, Southern Star Xanadu, Level 10, 8 West Street, North Sydney NSW
2060
The Proper Officer, Storyteller Productions, 11 Morrison Way, Willetton WA 6155
The Proper Officer, Sunset Films, 38 Southbourne Street, Scarborough WA 6019
Mr John Powditch, Telltale Films, 41 Flowerdale Road, Glen Iris VIC 3146
Mr Rocky Bester, The Becker Group, Level 2/486 Pacific Highway, St Leonards NSW
2065
Ms Antonia Barnard, The Big Red Pty Ltd, 250 willoughby Road, Naremburn NSW
2065
Mr Fred Schepisi, The Film House, 159 Eastern Road, South Melbourne VIC 3205
Mr Tristram Miall, Tristram Miall Films Pty Ltd, 270 Devonshire Street, Surry Hills
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Mr Rolf de Heer, Vertigo Productions Pty Ltd, 3 Butler Drive, Hendon SA 5014
Mr Ben Gannon, View Films Pty Ltd, 11 Gaerloch Avenue, Bondi NSW 2026
Mr David Elfick, Voyager Films Pty Ltd, PO Box 409, Paddington NSW 2021
Ms Tania Chambers, Wildfire Films Pty Ltd, Suite 1, 56 Calasis Road, Scarborough
WA 6019
Mr John Winter, Wintertime Films Pty Ltd, 48 Lamb Street, Lilyfield NSW 2040
The Proper Officer, The Best Picture Show Co Pty Ltd, 427 Coronation Drive,
Auchenflower QLD 4066
The Proper Officer, Breakfast Creek Films Pty Ltd, 10 Evans Street, Bowen Hills QLD
4006
The Proper Officer, CP International Pty Ltd, Suite 14, 26-30 Tedder Avenue, Main
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Mr Craig Berkman, CB Television Productions Pty Ltd, 9 Navajo Street, Toowoomba
QLD 4350
Mr Mark Chapman, Chapman Films Pty Ltd, PO Box 316, Spring Hill QLD 4004
The Proper Officer, Ben Cropp Productions Pty Ltd, 6 Dixie Street, Port Douglas QLD
4871
The Proper Officer, EMPC Productions Pty Ltd, PO Box 2223, Brookside Centre QLD
4053
The Proper Officer, Focus Productions Pty Ltd, 19 Musgrave Street, West End QLD
4101
The Proper Officer, Gold Coast Video Pty Ltd, 4 Worongary Road, Mudgeeraba QLD
4213
The Proper Officer, Gulliver Film Productions Pty Ltd, PO Box 371, Paddington QLD
4064
The Proper Officer, Multivisuals Pty Ltd, 455 Adelaide Street, Brisbane QLD 4000
The Proper Officer, Red Moview Pty Ltd, 31 Abingdon Street, Woolloongabba QLD
4102
The Proper Officer, Reza Films Oztralia Pty Ltd, PO Box 1201, Aitkenvale QLD 4814

The Proper Officer, Rising Sun Films Pty Ltd, PO Box 7384, Gold Coast Mail Centre
QLD 4217
The Proper Officer, Schindler Video Productions Pty Ltd, 9 Westcliffe Street, Banyo
QLD 4014
The Proper Officer, Rick Searle Productions Pty Ltd, 17 Bateson Road, Mt Nebo QLD
4520
The Proper Officer, Sound Images Pty Ltd, PO Box 49, Landsborough QLD 4550
The Proper Officer, Texas 4385 Pty Ltd, PO Box 556, New Farm QLD 4005
The Proper Officer, Tripod Pty Ltd, 10 Evans Street, Bowen Hills QLD 4006
The Proper Officer, Video Image Productions Pty Ltd, 22 Gore Street, Albion QLD
4010
The Proper Officer, Wiltshire Productions Pty Ltd, 27 Maribor Street, Westlake QLD
4074

DECLARATION – AUSTRALIAN CAPITAL TERRITORY & NORTHERN TERRITORY

[Common rule declared by V044 [M9249] from 06Dec95]

1. That the whole of the terms of Actors Feature Film Award 1979 be a common rule of the relevant industry in the Australian Capital Territory and the Northern Territory and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award shall be binding on all such employees.
2. That this declaration shall not apply to any employer in respect of an employee in Public Sector employment.
3. That the foregoing declaration shall operate from 6 December 1995.

** end of text **

AP811656 - Actors Television Programs Award 2001

This AIR consolidated award incorporates all amendments up to and including 4 April 2007 (variation [PR976609](#) and correction order [PR976719](#)).

Clauses affected by the most recent amendment(s) are:

[16. Rates of pay and related matters](#)

[17. Allowances](#)

About this Award:

This award consolidates the Actors (Television Programs) Award 1973 [AW765511].

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Disclaimer:

Please note that this consolidated award is prepared by the Australian Industrial Registry and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00264 of 1999)

ACTORS (TELEVISION PROGRAMS) AWARD 1973

(ODN C No. 3075 of 1972)

[Print E5344 [A0004]]

Various employees

Entertainment and broadcasting industry

COMMISSIONER LARKIN

SYDNEY, 8 NOVEMBER 2001

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 7 June 2001 (in transcript) the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

PART 1 - APPLICATION AND OPERATION

1. AWARD TITLE

This award shall be known as the Actors Television Programs Award 2001.

2. ARRANGEMENT

Part 1 - Application and operation

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Savings
6. Parties bound, scope and relationship with other awards
7. Locality
8. Operation and duration

Part 2 - Award flexibility

9. Enterprise flexibility

Part 3 - Dispute resolution

10. Dispute settlement procedure

Part 4 - Employer and employee duties

11. Terms of engagement
12. Additional roles
13. Stand down
14. Auditions - screen test - interviews
15. No commercial tie-ups may be required

Part 5 - Rates of pay

16. Rates of pay and related matters [[PR976719](#)]
17. Allowances [[PR976609](#)]
18. Payment of wages
19. Superannuation
20. Publicity/promotion

Part 6 - Hours of work

21. Hours of work
22. Overtime and penalty rates
23. Lay days
24. Meal breaks, breaks between work periods and rest periods
25. Notice of call times
26. Holds
27. Cancellation and postponement of calls
28. Completion of work in one program
29. Dancers - specific provisions

Part 7 - Leave of absence and public holidays

30. Public holidays

31. Annual leave

32. Absence from duty

33. Bereavement and compassionate leave

34. Parental leave

Schedule A - Application of subclause 16.4.1

Schedule B - Schedule of respondents

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force 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.
- 3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 3.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
 - 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

4. DEFINITIONS

- 4.1 Aggregate fee** means the sum total of the artist's BNF and any or all repeat fees and residual fees provided for by ATRRA purchased at the time of engagement but does not include any overtime.
- 4.2 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 broadcast television and associated community antenna reception installations and theatrical purposes and including but not limited to usage in ships at sea, aircraft, buses, or hotels and for usage on home video, pay television, toll television, subscription television, cable television, closed circuit television, video cassettes, video cartridges, video discs, wire transmission and any other form of mechanical and/or electronic reproduction now known or hereafter devised.
- 4.3 Artist** means each and all of those persons engaged by the employer to take part audibly &/or visually in the production of the program including performers, doubles, extras, stand-ins and stunt artists.
- 4.4 ATRRA** means the Australian Television Repeats and Residuals Agreement dated 19th April, 1988 made between the Screen Production Association of Australia and MEAA.
- 4.5 Award rate** means the minimum award rate of pay as set out in clause 16.
- 4.6 Basic negotiated fee (BNF)** means the sum total of the weekly, daily or hourly award rate for an artist as prescribed in clause 16 and the artist's personal margin, if any, but does not include any repeat fees, residual fees, loadings for rights under ATRRA, penalty rates, leave loading or any other allowances prescribed by this award or any other agreement.
- 4.7 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.
- 4.8 Call** means an instruction after engagement by the employer 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 award or for any purpose connected therewith.
- 4.9 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 in subclause 4.17.
- 4.10 Dubbing** means replacing the voice of an artist with the voice of another artist.
- 4.11 Engagement** means the aggregate number of calls required of an artist to complete a performance.

4.12 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 employer 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 award.

4.13 Interpretation Words importing the masculine gender shall be deemed to include females and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.

4.14 Juvenile means an artist under sixteen years of age.

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

4.16 Performance means the work done by an artist in a program.

4.17 Performer means an artist other than those defined under paragraphs 4.9, 4.12 and 4.33.

4.18 Suitable Accommodation means modern motel type accommodation with bath or shower room and toilet facilities therein and, where possible, unshared.

4.19 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.

4.19.1 Indicative tasks:

4.19.1(a) Audition

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

4.19.1(b) Preparation

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

4.19.1(c) 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.

4.19.1(d) 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.

4.20 A 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:

4.20.1 possesses the skills of a Performer Class 1; and

4.20.2 has worked professionally for a minimum as five (5) years as a performer; and

4.20.3 has gained one hundred and fifty (150) points under the Experienced Point Structure set out in 4.21:

4.21 Experienced points structure for performer class 1 and performer class 2

4.21.1 Points

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-Drama, 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

4.21.2 Professional Experience

- 4.21.2(a)** Professional experience is to be calculated from the date of the performer's first professional engagement.
- 4.21.2(b)** 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.
- 4.21.2(c)** 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.
- 4.21.2(d)** 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/ FACTS on the other and an independent chair agreed to by the parties.

4.21.3 Single Days

- 4.21.3(a)** Single days are to allocated points on a pro-rata basis. For example, a performer will earn 8 points for a single day engagement on a film - (Category 3 production).
- 4.21.3(b)** 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.

4.21.4 Limit on One-off Productions

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

4.21.5 Limit on Points from Theatre - Category 4 productions

- 4.21.5(a)** A performer must earn a minimum of 30% of their points from work in productions from Category 1, 2 and 3.
- 4.21.5(b)** Where the performer has a minimum of 10 years experience in the industry as a performer the provisions of clause 4.21.5(a) do not apply.

4.21.6 Eligible productions

- 4.21.6(a)** Points are only awarded for work on fully professional productions.

- 4.21.6(b)** Points are only available to persons engaged as performers, and not for engagements as bit players, extras, walk-ons or stand-ins.
- 4.21.6(c)** Commercials, documentaries, non-dramatic corporate videos and other productions are ineligible productions for the purpose of the 150 point score.
- 4.21.6(d)** 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.

4.21.7 Administration

- 4.21.7(a)** At the introduction of the Performer Class 2 point classification system, a committee consisting of equal numbers of employers nominated by SPAA/FACTS 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 4.21.7(c).
- 4.21.7(b)** Where an individual performer has not been classified as Performer Class 2 by the Industry Committee, s/he shall provide the employer with information verifying his/her status when claiming to be a Performer Class 2.
- 4.21.7(c)** To verify his/her status as a Performer Class 2 a performer shall provide the employer with either:

- 4.21.7(c)(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 employer for each production
- Length of artist's engagement for each production
- Attributed points gained through the engagement

or

- 4.21.7(c)(ii)** A log book

The log book shall set out the information contained in 4.21.7(c)(i) above and shall be signed by each employer verifying that the engagement has been completed.

- 4.21.7(d)** Any producer may request additional information including extracts from relevant contracts.

4.21.7(e) Once a performer has been classified as a ‘Performer Class 2’ either by his/her employer as per clause 4.21.7(c), or has been classified by the Industry Committee as per clause 4.21.7(a), that performer shall remain a ‘Performer Class 2’ for the duration of his/her career.

4.21.8 Disputes

Where an employer and an individual performer cannot agree on whether the performer should be classified as a ‘Performer Class 2’ they may refer the matter to the Dispute Settlement Procedure.

4.21.9 Changing Status

4.21.9(a) 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.

4.21.9(b) 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.

4.22 Personal margin means the overaward component of the artist's fee which, when added to the artist's award rate as prescribed in clause 16 makes up the artist's BNF.

4.23 Pick-up point means the studio of the employer 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 employer 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.

4.24 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 employment.

4.25 Place of residence means the address at which an artist usually resides.

4.26 Program means any material content of a specific duration made for television and includes an episode or episodes in a serial drama or comedy and a series drama or comedy.

- 4.27 Rehearsal** means the work done by an artist in preparation for his/her performance in the presence of and under the direction of the employer.
- 4.28 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.
- 4.29 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.
- 4.30 Semi-nude** means where the artist's genitalia, buttocks and/or breasts (in the case of female artists) are uncovered.
- 4.31 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.
- 4.32 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.
- 4.33 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.
- 4.34 Stunt performer** means an artist who appears in hazardous action sequences. A Stunt Performer qualified 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.
- 4.35 Total fee** means the sum total of the aggregate rate plus any regular contracted overtime (whether or not worked).

5. SAVINGS

5.1 The Actors Etc (Television) Award 1998 [AW765510] as varied shall subsist with respect to work carried out as:

5.1.1 Advertising films; or

5.1.2 Television programs other than work to which this award applies.

6. PARTIES BOUND, SCOPE AND RELATIONSHIP WITH OTHER AWARDS

- 6.1** This award shall be binding upon the Screen Production Association of Australia and each member of that Association and upon the employers whose names are set out in the Schedule of Respondents hereto and to all of the artists under this award whether members of MEAA or not, and upon the said MEAA, its officers and members.
- 6.2** This award shall cover employment in serial drama, serial comedy, series drama and series comedy (other than variety), pilots and small plays produced for television exhibition.

6.3 Relationship with Other Awards

This award supersedes the Actors (Television Programs) Award 1973 relating to employment in the industry covered by this award as specified in 6.1 and 6.2, but no right, obligation or liability accrued or incurred under such previous award will be affected so far as it affects allowable award matters.

7. LOCALITY

7.1 This Award shall apply:

7.1.1 Within the Commonwealth of Australia and its Territories (collectively Australia);
and

7.1.2 in respect of work performed outside Australia by a performer engaged in a program where any two or more of the following apply:

7.1.2(a) the program is, when the contract of employment between the performer and the employer (**the contract**) is made, intended for broadcast in Australia alone or in Australia and elsewhere;

7.1.2(b) the contract is executed by both the performer and the employer in Australia;

7.1.2(c) the contract contains an express provision that the parties agree to the Award applying to the contract;

and the application of the Award to the performance of the work is not contrary to the law of the place where the work is performed.

8. OPERATION AND DURATION

This award shall come into operation from the beginning of the first complete pay period commencing on or after 7 June 2001, and shall remain in force for a period of twelve months.

PART 2 - AWARD FLEXIBILITY

9. ENTERPRISE FLEXIBILITY

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 9.2** For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 9.3** Where agreement is reached an application shall be made to the Commission.

PART 3 - DISPUTE RESOLUTION

10. DISPUTE SETTLEMENT PROCEDURE

- 10.1** In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- 10.1.1** The employee and their supervisor meeting and conferring on the matter; and
 - 10.1.2** If the matter is not resolved as such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 10.2** If the matter is still not resolved a discussion shall be held between representatives of FACTS or other representative of the employer and the Union or other employee representative.
- 10.3** If the matter cannot be resolved it may referred to the Commission.
- 10.4** While the Parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

PART 4 - EMPLOYER AND EMPLOYEE DUTIES

11. TERMS OF ENGAGEMENT

11.1 The terms of an engagement shall be specified by the employer when the engagement is made, confirmed in writing and forwarded to the artist or his agent not later than forty eight hours thereafter. Provided that when an engagement is made at a time which does not allow such written confirmation, it should be given to the artist where practicable prior to the engagement. Provided further that in the case of an artist being required by the employer to travel to an engagement the artist shall wherever practicable be provided with the said written confirmation prior to such travel.

11.2 The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:

11.2.1 the requirement to use the artist's name or image in commercial tie-ups between a program or programs and commercial goods or in connection with commercial advertising;

11.2.2 the intention, if any, to associate the artist's image or name with promoting a product or service, including the use of still photographs. Prior to the artist's departure on transport the artist shall be provided with an itinerary outlining the places required to be attended, artists duties in carrying out publicity and/or similar promotion work (e.g. interviews, performance etc);

11.2.3 the requirement, if any, to appear nude, semi nude or in sex simulated scenes, including in still photography;

11.2.4 the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes;

11.2.5 a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required.

11.2.6 In connection with the performer's engagement the employer shall ensure that the performer's name and spelling of the same will be used for billing and program purposes.

Where the producer releases biographical material of the performer for the purpose of publicising and/or in any way promoting the production, the performer shall have the right to be informed of such, prior to its release and of approval over such material.

11.3 Recording of an audition or screen test will be used only for private viewing by the employer and or their nominee and will only be retained by the employer for reference purposes.

11.4 The artist is to be given the right of approval in the selection of publicity stills involving nude, semi-nude and sex simulated scenes.

11.5 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 employer and s/he shall comply with all the employer's reasonable directions and requests.

12. ADDITIONAL ROLES

12.1 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:

12.1.1 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.

12.1.2 The performance is a variety performance.

12.1.3 Extraordinary circumstances or an emergency exists.

12.2 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 dialogue s/he shall receive additional payment at the Award rate prescribed herein for each such additional role.

13. STAND DOWN

- 13.1** Notwithstanding anything elsewhere contained in this Award, an employer 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 employer or because of the operation of this clause but subject to the following conditions:
- 13.2** Where an employer proposes to exercise the right given hereunder, it shall notify the artist/s. During the period such notification remains in force, the artist shall be deemed to be stood down for the purpose of this subclause. If the artist/s is a member of the MEAA, the employer will notify the MEAA accordingly.
- 13.2.1** 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.
- 13.2.2** An employer, if requested by an artist stood down or about to be stood down under this subclause shall on the day of the stand down or as soon as practicable pay the artist:
- 13.2.2(a)** All monies excluding Annual Leave due and payable to the artist under his/her contract of employment as at the date on which the artist is stood down.
- 13.2.2(b)** 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 is 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.
- 13.2.2(c)** Any payments which would be made to the artist under clause 32, Annual Leave, as if the employment of the artist was terminated on the date s/he was stood down provided that such payments shall if the employer 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 32 for the period of service in respect of which such payment is made.
- 13.2.3** 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 stand down 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 employer immediately of his/her commitment. If the employer objects to such commitment s/he shall refer the matter to MEAA, if the artist is a member of MEAA, which may discuss it with the employer. If no agreement is reached in those discussions, the matter may be referred to the Australian Industrial Relations Commission.

13.2.4 Any artist stood down hereunder who wishes to take employment for periods longer than those specified in 13.2.3 shall first obtain the consent of his/her employer thereto and the employer may attach such conditions to that consent as it deems appropriate. Where the employer does not give its consent or attaches conditions thereto which the artist considers inappropriate, the artist shall refer the matter to MEAA , if the artist is a member of MEAA, which may discuss it with the employer. If no agreement is reached in those discussions, the matter may be referred to the Australian Industrial Relations Commission.

13.2.5 Notwithstanding anything herein before contained, an employer will not deduct payment for any day prescribed by the Award 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 employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

14. AUDITIONS - SCREEN TEST - INTERVIEWS

- 14.1** 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 employer and/or members of the employer's production staff.
- 14.2** No recording of an audition or screen test shall be used in any manner whatsoever other than for private viewing by the employer and/or members of the employer's production staff and such recording may only be retained by the employer solely for reference purposes.
- 14.3** Artists shall be given the specific times of attendance required for an audition, screen test or interview.
- 14.4** The artist shall not be required to perform a sex simulated scene in any audition or screen test.
- 14.5** The artist shall not be required to appear nude or semi nude in the first audition or screen test.
- 14.6** Where the employer requires the artist to appear nude or semi nude in an audition s/he must:
- 14.6.1** provide the artist with a script 24 hours in advance of the auditioning; and
- 14.6.2** advise MEAA, if the artist is a member, of the scheduled audition at least 48 hours in advance and if requested provide the Union with a copy of the script.
- 14.7** 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.
- 14.8** Where the artist is required to appear nude or semi nude in an audition it shall not be recorded.

15. NO COMMERCIAL TIE-UPS MAY BE REQUIRED

An artist's name or image shall not be used in commercial tie-ups between a program or programs and commercial goods or in connection with commercial advertising without his/her written consent.

PART 5 - RATES OF PAY

16. RATES OF PAY AND RELATED MATTERS

16.1 Artist to carry out duties within limits of skill.

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

16.2 An adult artist in a classification specified in this clause shall be paid as the minimum, the respective award rate assigned to that classification for rehearsal, performance or work incidental to the production of programs.

16.3 An artist's award rate of pay is as follows:

[16.3.1 substituted by [PR938655](#) [PR952038](#); [PR963146](#) ppc 20Sep05]

16.3.1 Program other than serial drama or comedy

16.3.1(a) Engaged By The Week

	Minimum Award Rate
Performer Class 2	680.50
Performer Class 1	638.80
Bit Player	606.50
Double	585.40

16.3.1(b) Engaged by the Day

	Minimum Award Rate
Performer Class 2	163.30
Performer Class 1	153.30
Bit Player	145.60
Double	140.50
Extras/Stand In	137.00

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

	Minimum Award Rate
Bit Player	19.00
Double	18.30
Extra/Stand In	17.80

16.4 Serial drama or serial comedy

[16.4 substituted by [PR938655](#) [PR952038](#); [PR963146](#) ppc 20Sep05]

16.4.1 Engaged by the week

Classification	No. of Episodes in which Work is Performed in a Week	Minimum Award Rate \$
Performer Class 2	1 or 2	680.50
	3	978.20
	4	1,275.90
	5	1,573.60
Performer Class 1	1 or 2	638.80
	3	918.30
	4	1,197.80
	5	1,477.30
Bit Player	1 or 2	606.50
	3	871.80
	4	1,137.20
	5	1,402.50
Double	1 or 2	585.40
	3	841.50
	4	1,097.60
	5	1,353.50

16.4.2 Engaged by the day

Classification	Minimum Award Rate \$
Performer Class 2	163.30
Performer Class 1	153.30
Bit Player	145.50
Double	140.50
Extra/Stand In	137.00

16.4.3 Engaged by the hour

Classification	Minimum Award Rate \$
Bit Player	19.00
Double	18.30
Extra/Stand In	17.80

16.4.4 Arbitrated Safety Net

[16.4.4 substituted by [PR963146](#) ppc 20Sep05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review – Wages June 2005 decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

16.5 Notations

16.5.1 The rate of 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.

16.5.2 Provided that:

16.5.2(a) 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 subclause 16.4.2, 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.

16.5.2(b) In any week 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:

16.5.2(b)(i) all episodes in the block in which the artist appears (including any episodes from that block in which the artist appears only in location scenes); plus

16.5.2(b)(ii) 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.

- 16.5.3** Schedule A to this Award provides examples to illustrate how provisions 16.5.2(b) and 16.5.2(c) may be applied.
- 16.5.4** 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.
- 16.5.5** The foregoing shall not apply to short retakes necessitated by technical requirements, commonly referred to as "pick-ups" or "re-shoots".
- 16.5.6** 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.
- 16.5.7** 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 subclause 16.4.1.

16.6 Definitions

- 16.6.1** A **block** is defined as that total number of episodes whose principal photography/videotape recording takes place within one week.
- 16.6.2** 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.
- 16.6.3** 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 shall be paid in accordance with subclause 16.6.2.
- 16.6.4** 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.

16.7 Post synchronisation

- 16.7.1** 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.
- 16.7.2** A performer post-synchronising another performer's voice (dubbing) shall be paid the hourly equivalent of 6.3% of the performer's weekly award rate per hour plus repeat and residual fees with a minimum call of two and one half hours.

16.7.3 The voice of a performer shall not be dubbed in the English language without the written consent of such performer or of the Media Entertainment and Arts Alliance, where the performer is a member, which consent shall not be unreasonably withheld. In the event of oral consent being obtained, it shall be confirmed by either party in writing.

16.8 Wardrobe and make up calls

[16.8.1 varied by [PR938655](#) [PR952038](#); [PR963146](#) ppc 20Sep05; [PR976609](#); corrected by [PR976719](#) ppc 30Mar07]

16.8.1 Where an artist is called by the employer for the purpose of a wardrobe call, s/he shall be paid \$23.80 per hour, with a minimum call of two and one half hours unless the artist is already being paid for such time.

16.8.2 The employer will reimburse the Artist the actual cost of the make-up which the employer requires the Artist to provide in connection with his/her performance. This provision will not apply where the employer provides such make-up.

16.8.3 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 employer 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.

16.9 Auditions - Screen Tests

[16.9 varied by [PR938655](#) [PR952038](#); [PR963146](#) ppc 20Sep05; [PR976609](#); corrected by [PR976719](#) ppc 30Mar07]

Minimum rates of pay for auditions and/or screen tests (other than an initial audition and/or screen test) shall be \$23.80 per hour or part thereof with a minimum payment of one hour. 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.

16.10 Junior rates

The minimum rate of pay for junior artists shall be the undermentioned percentage of the award rate for the applicable type of program and classification set out in subclauses 16.3 and 16.4.

15 years and under: 50%

16.11 Federal minimum wage

[16.11 substituted by [PR938655](#) [PR952038](#); [PR963146](#) ppc 20Sep05]

16.11.1. The Federal Minimum Wage

No employee shall be paid less than the federal minimum wage.

16.11.2. Amount of Federal Adult Minimum Wage

16.11.2(a) The federal minimum wage for full-time adult employees not covered by [special categories clause], is \$484.40 per week.

16.11.2(b) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in sub clause 16.11.2(a).

16.11.2(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in 16.11.2(a) according to the number of hours worked.

16.11.3. How the Federal Minimum Wage Applies to Juniors

16.11.3(a) The wage rates provided for juniors by this award continue to apply unless the amount determined under 16.11.3(b) is greater.

16.11.3(b) The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in 16.11.2.

16.11.4 Application of Federal Minimum Wage to Award Rates Calculation

The federal minimum wage:

16.11.4(a) applies to all work in ordinary hours;

16.11.4(b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

16.11.4(c) is inclusive of the arbitrated safety net adjustment provided by the *Safety Net Review - Wages* decision [Print [PR002005](#)] and all previous safety net and national wage adjustments.

17. ALLOWANCES

17.1 Travelling - accommodation - transport allowance

17.1.1 An artist required by the employer to travel will be reimbursed up to the actual cost of a first class ticket where available, depending on the means of appropriate available transport 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.

This provision will not apply where the employer provides the transport.

17.1.2 An artist required to stay away overnight from his or her place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.

17.1.3 Where it is impossible for the employer to obtain such accommodation the artist shall be paid the following allowances:

[17.1.3(a) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.3(a) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided - \$7.80 per day;

[17.1.3(b) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.3(b) where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps - \$15.70 per day;

[17.1.3(c) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.3(c) where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping - \$31.20 per day.

17.1.3(d) The purpose of this paragraph it will be deemed impossible for an employer to obtain accommodation of the type referred to in 17.1.2 where it is necessary for the artist to spend more than one and a half hours travelling from the location to the nearest accommodation.

[17.1.4 varied by [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.4 An artist when travelling during meal breaks shall be provided with a satisfactory meal. The provision of this clause do not apply where the artist is paid an allowance of \$12.50 for breakfast, \$14.10 for lunch and \$21.50 for dinner.

- 17.1.5** Where an artist is required by the employer to perform an engagement interstate commencing before 9.00am on the first day of engagement and it is impracticable for the artist to travel from home the artist shall be reimbursed the actual cost of overnight accommodation. Where an artist is required to perform an engagement interstate finishing after 7.00pm on the final day of employment the artist shall be reimbursed the actual cost of overnight accommodation where it is impracticable for the artist to return home. This clause does not apply where the employer provides suitable accommodation.
- 17.1.6** Where an artist is required by the employer to travel intrastate to perform an engagement more than 80 kilometres from their place of residence and commence work before 9.00am on the first day of engagement the employer shall reimburse the artist for the actual cost of overnight accommodation. Where an artist is required to perform an engagement more than 80 kilometres from their place of residence and finish work after 6.00pm on the final day of employment, the employer shall reimburse the artist the actual cost of overnight accommodation. This clause does not apply where the employer provides suitable accommodation.
- 17.1.7** 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 Award rate specified in clause 16 with a minimum of 4 hours payment (meal breaks excluded).
- 17.1.8** An artist shall be provided with transport between the pick-up point and place of work if s/he so requires.
- 17.1.9** An artist required by the employer to carry baggage of not less than eight kilograms or which cannot be conveniently carried by the artist by hand, to a location or studio or pick up point shall be reimbursed for the actual cost of taxi or private automobile transport to and from the artist's place of residence.
- This provision will not apply where the employer provides transport.
- 17.1.10** The artist required to stay overnight from the artist's place of residence shall be paid the actual cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation.
- This provision does not apply if the employer provides transport.
- 17.1.11** An artist not required to stay away overnight from his/her place of residence shall be reimbursed the actual cost of taxi or private automobile transport either way as relevant between their place of residence and the place of work as set out below.
- 17.1.11(a)** when the artist's work commences before 7.00am or finishes after 7.00pm and the place of work is not convenient to the nearest means of regular public transport. This clause will not apply where the artist has his/her own means of public transport and, if an extra, there is no reasonable means of transport or where the location is isolated;

17.1.11(b) 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.

This clause shall not apply where the employer provides the artist with suitable transport.

17.1.12 where an artist agrees to the request of the employer to use their own motor vehicle or motor cycle the artist shall be paid the following allowances:

[17.1.12(a) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.12(a) Motor car - 0.76 cents per kilometre

[17.1.12(b) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.1.12(b) Motor cycle - 0.37 Cents per kilometre

For the purposes 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.

17.1.13 If an employer 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.

[17.1.14 varied by [PR938655](#) ppc 16Sep03]

17.1.14 Where an artist agrees at the request of the employer to use his/her own motor vehicle or motor cycle, the artist shall be paid the following allowances:

17.1.14(a) Motor car 66 cents per km

17.1.14(b) Motor cycle 32 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.

17.1.15 Where the performer is less than 16 years of age the performer shall be reimbursed the actual cost of suitable transport between their place of residence and the place of work.

This provision will not apply where the employer provides suitable transport.

17.1.16 Where an employer is required to provide transport for an artist under this Award, where possible, the employer shall advise the artist in advance, of such arrangements.

17.2 Wardrobe/make-up

17.2.1 Where an employer requires an artist to provide 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 the artist will be reimbursed up to the actual cost to the artist of providing these items. This provision will not apply where the employer provides these items.

17.2.2 Where an employer requires an 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 be required to provide such wardrobe if it is already in the artist's possession.

In the event that such wardrobe is not in the artist's possession, the artist will be reimbursed up to the actual cost to the artist of providing the items. This will not apply where the employer provides such items.

17.2.3 The employer will reimburse the artist for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.

17.2.4 The employer may elect, as an alternative to his/her obligation pursuant to subclause 17.2.3, to pay the following allowance:

17.2.4(a) in the case of a performer who provides his/her own:

[17.2.4(a)(i) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.2.4(a)(i) wear wardrobe (including any special 'character' costume), \$42.80 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

[17.2.4(a)(ii) varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.2.4(a)(ii) wardrobe, \$25.50 per outfit for each week or part of a week the performer provides the outfit; and

[17.2.4 varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

17.2.4(b) in the case of an artist (except a performer) who provides his/her own formal wear wardrobe (including any special 'character' costume), \$42.80 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 17.2.4(a) and 17.2.4(b).

17.3 Meal allowances

[17.3 varied by [PR938655](#) [PR952038](#) [PR963146](#); [PR976609](#) ppc 30Mar07]

The following meal allowances shall be paid subject to the provisions of clause 24 -
Meal breaks, breaks between work periods and rest periods

Meal	Allowance	Clause number
Breakfast	\$12.50	24.1
Lunch	\$14.10	24.8
Dinner	\$21.50	24.8
Supper	\$14.10	24.6

18. PAYMENT OF WAGES

- 18.1** 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 such other regular seven day period substituted there for) shall be paid to the artist within the succeeding seven days.
- 18.2** Meal money and payment in lieu of accommodation shall be paid to an artist on a day to day basis.
- 18.3** Notwithstanding subclause 18.1, wages shall, by agreement between the artist and the employer, be paid to the artist within a fortnight.

19. SUPERANNUATION

19.1 In addition to all other payments provided for by this award, the producer shall make a superannuation contribution to the JUST Super on behalf of the performer, at the rate prescribed by the Superannuation Guarantee Legislation, of the performers total fee.

19.2 Juvenile performers shall not be entitled to the benefits of this clause unless:

19.2.1 the juvenile is engaged on a 12 week contract or longer; or

19.2.2 the juvenile has been employed in the Entertainment Industry for a minimum of six professional engagements; or

19.2.3 the juvenile has previously been employed in the entertainment industry for a minimum of 30 days.

19.3 Minimum levels of Superannuation Support required by the Superannuation Guarantee Legislation

20. PUBLICITY/PROMOTION

20.1 Payment for publicity/promotion

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.

20.2 Transport for publicity/promotions

20.2.1 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 award in respect of clause 17 for travelling, accommodation and expenses except that:

20.2.1(a) an artist shall be provided with transport or paid the cost of same both ways:

20.2.1(a)(i) when working at a place of work that does not require air travel between the artist's residence and the place of work the employer must pay the cost of transport for the artist to get to and from work. This does not apply where the employer provides transport free of charge.

20.2.1(a)(ii) when working at a place of work that requires air travel between the artist's residence and the place of work the employer must pay the cost of air transport for the artist to get to or from work. This clause does not apply where the employer pays for the cost of air transport.

20.2.1(a)(iii) 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 17.1.

20.3 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 (e.g. interviews, performance, etc).

PART 6 - HOURS OF WORK

21. HOURS OF WORK

21.1 Subject to the provisions of clause 12 the ordinary hours of work shall be based on an 8 hour day exclusive of meal breaks to be worked continuously between 7.00 am and 8.00 pm Monday to Friday and shall not exceed:

21.1.1 for artists to whom the provisions of subclause 16.3 apply - 40 hours per week;

21.1.2 for artists to whom the provisions of subclause 16.4 apply and who perform work in:

1 or 2 episodes per week	32 hours per week
3, 4 or 5 episodes per week	40 hours per week

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

21.3 Travelling time both ways between the pick-up point and the place of work shall be counted as time worked.

22. OVERTIME AND PENALTY RATES

- 22.1** The artist shall work such overtime as the employer may reasonably require.
- 22.2** 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.
- 22.3** 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 eight 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 rate of payment of such overtime shall be time and three quarters for the first three hours and double time thereafter.
- 22.4** Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (ie where Saturday is a 6th or 7th day of the week) it shall be paid for at the rate of time and half for the first three hours and double time thereafter. All time worked on a Sunday shall be at double time.
- 22.5** 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%.
- 22.6** For half daily engagements time worked in excess of four hours shall be paid for at the appropriate overtime rate.
- 22.7** For the purpose of calculating penalty payments prescribed in this Award:
- 22.7.1** divide the weekly or daily BNF by the ordinary hours prescribed by subclause 21.1; and
- 22.7.2** apply the appropriate penalty to this figure.
- 22.8** Overtime and penalty rates shall be based on the artist's BNF. Overtime shall not be paid twice for the same time worked and shall be paid for to the nearest half hour.
- 22.8.1** An employer 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:
- 22.8.1(a)** the details thereof are set out in writing (signed by or on behalf of the employer and the artist) prior to the commencement of the engagement; and
- 22.8.1(b)** the amount of such rate shall not be less than the aggregate of all applicable rates.
- 22.9** Where the artist is engaged on a weekly contract and overtime is purchased in advance pursuant to subclause 22.8.1 the following shall apply:

22.9.1 In the case of engagements where the ordinary hours of work are 40 per week, the employer 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 Award, 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.

22.9.2 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 employer may utilise any unused overtime which has been purchased in advance for payment of up to four hours of overtime on that day.

22.10 Where immediately prior to 18 September 1990 it has not been the practice on any production to apply overtime purchased in advance in accordance with subclause 22.8.1, that subclause shall not come into effect in respect of any contracted artist in such production until after the expiry of that artist's contract of employment in force as at 18 September 1990.

23. 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.

24. MEAL BREAKS, BREAKS BETWEEN WORK PERIODS AND REST PERIODS

- 24.1** If duty commences before 5.30 am the employer shall allow a half hour break between 6.30 am and 8.00 am. This break shall be considered as time on duty and a breakfast allowance as set out in clause 17.3 shall be paid unless the employer provides breakfast. Where duty commences between 5.30am and 7.00am the employer shall pay an allowance as set out in clause 17.3 unless a light breakfast (eg coffee and a roll) is provided by the employer.
- 24.2** An artist shall be allowed meal periods of not less than half an hour nor more than one hour between 12 noon and 2.00 pm for lunch and 5.00 pm and 8.00 pm for dinner except in the case of daylight saving when the dinner break shall be between 6.00 pm and 9.00 pm. A meal break shall not be considered as time on duty. Provided that in any event a meal break shall commence not later than five hours from the start of the work session involved.
- 24.3** Upon location if a satisfactory lunch cannot be obtained by the artist an allowance as set out in clause 17.3 shall be paid, unless the meal is provided by the employer.
- Upon location a dinner allowance as set out in clause 17.3 shall be paid, unless the employer provides dinner.
- 24.4** If the meal period is not allowed as hereinbefore provided, the normal time of the meal period shall be paid for at the rate of time and a half of the BNF for week days and at time and three quarters for Saturdays, at double time for Sundays and at double time and a half for public holidays and the artist shall be permitted to have his/her usual meal period without deduction from his/her BNF as soon as possible after the prescribed meal period.
- 24.5** Notwithstanding the above where any artist is required to work beyond the time of a second meal break the employer shall pay an allowance as set out in clause 17.3 unless the employer provides the appropriate meal.
- 24.6** When overtime duty is performed beyond 12 midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must or reimburse the artist at the rate set out in clause 17.3 per supper or provide supper.
- 24.7** Artists shall be granted a rest period of ten minutes during the morning and afternoon of each day. Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period shall be of twenty minutes duration. No artist shall be entitled to more than one rest period during each morning or afternoon.
- 24.8** When proper meals are unavailable or the artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the employer shall pay the artist the amount as set out in clause 17.3 for lunch and for dinner or provide adequate meals.

24.9 An artist required to start work at a time which does not allow him/her to obtain breakfast at the place of accommodation shall be reimbursed the cost of an adequate breakfast prior to actually starting work or provided with an adequate breakfast

An artist shall be allowed a meal break of thirty minutes in his/her time.

24.10 All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.

24.11 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.

24.12 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.

24.13 For the purpose of this subclause 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 20.

25. 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.

26. HOLDS

- 26.1** The employer 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.
- 26.2** The employer 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.
- 26.3** Except in exceptional circumstances (e.g. weather conditions), an employer may not arrange to place an artist on hold in excess of 3 times in any one calendar month.

27. CANCELLATION AND POSTPONEMENT OF CALLS

- 27.1** 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 33-1/3% 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.
- 27.2** 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 twenty kilometres from the GPO the performer shall receive his/her BNF in full.
- 27.3** Calls substituted for the postponed call shall be paid for at the rate negotiated for the original call.
- 27.4** If a call is cancelled the artist shall be paid his/her Total Fee.

28. 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 completed. Provided that the forgoing shall not apply:

- to sustaining artists engaged to appear in most programs of a series.
- in regard to short retakes necessitated by technical requirements.
- in emergencies arising from circumstances beyond the employer's control.
- to programs of a playing time in excess of sixty minutes.

29. DANCERS - SPECIFIC PROVISIONS

29.1 Dancers - Warm up

A dancer is to be provided with thirty minutes “warm up” time prior to the commencement of work located in an adequate warm up space.

29.2 Dancers - rest break

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

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

30. PUBLIC HOLIDAYS

30.1 An employee shall be entitled to holidays on the following days:

30.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

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

30.1.3

- in the Australian Capital Territory, Canberra Day;
- in New South Wales, an additional day agreed between the MEAA and the employer;
- in Victoria, Melbourne Cup Day;
- in South Australia, the third Monday in May;
- in Western Australia, Foundation Day;
- in Northern Territory, Picnic Day;
- in Queensland, Show Day;
- in southern Tasmania, Regatta Day;
- in northern Tasmania, Recreation Day.

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

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

30.4 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

30.5 Where in a State, Territory or locality public holidays are declared or prescribed on days other than those set out in 30.1, 30.2, 30.3 and 30.4 above, those days shall constitute additional holidays for the purpose of this award.

30.6 An employer, with the agreement of the unions which are parties to this award, may substitute another day for any prescribed in this clause.

30.6.1 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

30.6.2 An agreement pursuant to 30.6.1 shall be recorded in writing and be available to every affected employee.

30.6.3 The unions which are parties to this award shall be informed of an agreement pursuant to 30.6.1 and may within seven days refuse to accept it. The unions will not unreasonably refuse to accept the agreement.

- 30.6.4** If a union, pursuant to 30.6.3 refuses an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the unions.
- 30.6.5** If no resolution is achieved pursuant to 30.6.4, the employer may apply to the Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and the unions an opportunity to be heard, the Commission will determine the application.
- 30.6.6** An artist required to work on any of the said holidays shall be paid at the rate of double time and one half for all work performed on that day, with a minimum payment as for four hours.
- 30.6.7** If by reason of any of the public holidays referred to in this clause 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.

31. ANNUAL LEAVE

31.1 Period of and payment for the period of annual leave

An artist shall be allowed by his/her employer 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.

31.2 Time of taking leave

Annual leave shall be given at a time fixed by the employer within three months from the date when the right to leave has accrued. An employer 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 subclause before the right thereto has accrued and the artist subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted the employer may deduct the amount paid in excess of leave accrued due from any remuneration payable to the artist upon termination of the employment.

31.3 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.

31.4 Broken Leave

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

31.5 Annual Leave Exclusive of Public Holidays

Where any public holiday for which the artist is entitled to payment under this Award 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.

31.6 Proportionate Leave

- 31.6.1** Where an artist's engagement terminates and the artist has become entitled to annual leave the employer shall be deemed to have given the annual leave (or such portion of it as has not been taken by the 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.

31.6.2 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 employer shall forthwith pay to the artist, one twelfth of his/her earnings calculated on the 'Total Fee' for that period.

31.6.3 In addition to the payment prescribed in 31.6.2, where the performer has completed less than 52 weeks but more than 42 weeks of continuous service in a calendar year, the employer shall, in respect of any such period pay the performer an annual leave loading which shall be a percentage of the payment prescribed in 31.6.2, such percentage to be calculated as follows:

$$\frac{17.5 \times \text{period of continuous service}}{52}$$

31.6.4 In calculating 'continuous service' only employer - 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 subclause.

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 subclause 31.6.3, but shall not count as service for the purpose of this subclause. 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 subclause, 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 subclause 31.6.2 or on the date of termination of his/her services whichever occurs first.

31.6.5 This subclause shall only apply to a period of continuous employment as provided in subclauses 31.6.3 and 31.6.4 commencing on or after 1 January 1991.

31.6.6 Annual Close Down

Where an employer 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:

31.6.6(a) The employer 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 subclause 31.1, paid leave on a proportionate basis calculated at the weekly Total Fee rate for 3.08 hours for each five ordinary working days worked.

- 31.6.6(b)** An artist who has qualified for four full weeks' leave pursuant to subclause 31.1 and has also completed a further week or more of continuous service shall be allowed his/her leave in accordance with subclause 31.1 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.
- 31.6.6(c)** 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.
- 31.6.6(d)** If in the first year of his/her service with an employer an artist is allowed proportionate annual leave under subclause 31.6.6(a) and subsequently within such year lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the artist s/he shall be entitled to the benefit of subclause 31.6.6(a) subject to adjustment for any proportionate leave which s/he may have been allowed as aforesaid.
- 31.6.6(e)** An employer may require an artist to whom payment has been made under subclause 13.3.3(c) 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.

32. ABSENCE FROM DUTY

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

32.1.1 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

32.1.2 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 employer the artist shall produce or forward to the employer satisfactory evidence in support of the notification of reasonable absence.

33. BEREAVEMENT AND COMPASSIONATE LEAVE

33.1 Bereavement Leave

- 33.1.1** An artist on weekly hire 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 three ordinary days leave (i.e. eight hours at single time each day) without loss of pay.
- 33.1.2** For the purpose of this clause **wife** and **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 two years at the time of death.
- 33.1.3** The provisions of this clause shall also be extended to an artist who had been living in an established homosexual relationship for at least two years at the time of death.
- 33.1.4** A statutory declaration that there has been at least a two 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.
- 33.1.5** The right to such leave shall be subject to the following conditions:
- 33.1.5(a)** the artist shall give the employer 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;
 - 33.1.5(b)** the artist shall furnish proof of death satisfactory to the employer and payment for leave shall not be made until such proof is provided;
 - 33.1.5(c)** 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 award or otherwise; and
 - 33.1.5(d)** it shall be incumbent on the artist to make all reasonable efforts to arrive at an arrangement with the employer which, while meeting the genuine need for leave, will avoid interruption to the production, or failing that, will minimise interruption to the production.

34. PARENTAL LEAVE

- 34.1.1** Subject to subclause 34.1.2 and the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 34.1.2** With the exception of the “Definitions” provisions, the other provisions of this clause may be varied by agreement between the employer and the employee to take into account the particular circumstances of the employer's production.
- 34.1.3** Where agreement cannot be reached pursuant to subclause 34.1.2 the matter shall be referred to the Australian Industrial Relations Commission for determination.
- 34.1.4** The factors to be taken into account by the parties and the Commission in determining any matter referred to in subclause 34.1.3, shall include:
- 34.1.4(a)** the effect of any provision(s) of this clause upon the viability of the production;
 - 34.1.4(b)** the status of the employee seeking leave in accordance with this clause (eg. if the employee is a lead or pivotal role in the production) and the effect on the employer's production as a result of compliance with any provision(s) thereof;
 - 34.1.4(c)** in respect of any application by an employee for leave under this clause, the effect of compliance with any provisions of this clause upon any other employee's employment;
 - 34.1.4(d)** whether or not the employer 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 employer's production and/or the exigencies of production in the television industry.

34.2 Maternity leave

34.2.1 Nature of Leave

Maternity leave is unpaid leave.

34.2.2 Definitions

For the purpose of this subclause and this subclause only:

- 34.2.2(a)** **Employee** includes a part-time employee but does not include an employee engaged upon a daily or hourly basis.
- 34.2.2(b)** **Maternity leave** means leave of the type provided for in subclause 34.12 whether prescribed in an award or otherwise.
- 34.2.2(c)** **Child** means a child of the employee under the age of one year.

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

34.2.2(e) Continuous service means:

34.2.2(e)(i) service under an unbroken contract of employment and includes:

34.2.2(e)(ii) any period of leave lawfully taken in accordance with this clause; and

34.2.2(e)(iii) any period of part-time employment worked in accordance with this clause; and

34.2.2(e)(iv) any period of leave or absence authorised by the employer or by the award; or

34.2.2(e)(v) the total of separate periods of employment with the same employer in a situation where:

34.2.2(e)(v)(A) the contract of employment of the employee ceases at the initiation of the employer (e.g. production breaks and/or Annual Close Down as defined in subclause 31.6.6 of this award); and

34.2.2(e)(v)(B) 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 subclause 31.6.4; and

34.2.2(e)(v)(C) 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 subclauses 34.2.2(e)(v)(A) and 34.2.2(e)(v)(B) shall not be taken into account in calculating the period of the employee's continuous service for any other purpose under this award.

34.2.3 Eligibility for maternity leave

34.2.3(a) An employee who becomes pregnant, shall upon production to her employer of the certificate required by subclause 34.2.4, be entitled to a period of up to fifty two 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 subclauses 34.2.6 and 34.2.7 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 twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

34.2.4 Certification

34.2.4(a) At the time specified in subclause 34.2.5 the employee must produce to her employer:

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

34.2.4(a)(ii) 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.

34.2.5 Notice Requirements

34.2.5(a) An employee shall produce to her employer the certificate referred to in subclause 34.2.4(a)(i) as soon as possible but not less than twenty eight weeks prior to confinement.

34.2.5(b) An employee shall give not less than sixteen weeks notice in writing to her employer 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 her employer the statutory declaration referred to in subclause 34.2.4(a)(ii).

34.2.5(c) An employer by not less than fourteen 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.

34.2.5(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subclause 34.2.5(b) if such failure is occasioned by the confinement occurring earlier than the presumed date.

34.2.5(e) Subject to the provisions of subclause 34.2.5(c), the period of maternity leave may, by agreement between the employer and 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.

34.2.6 Transfer to a safe job

34.2.6(a) 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 employer 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.

34.2.6(b) If the transfer to a safe job is not practicable, the employee may, or the employer 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 subclauses 34.7, 34.8, 34.9 and 34.10.

34.2.7 Variation of period of maternity leave

34.2.7(a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under 34.2.3.

34.2.7(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;

34.2.7(a)(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;

34.2.7(a)(iii) the period may be further lengthened by agreement between the employer and the employee.

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

34.3 Cancellation of maternity leave

34.3.1 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 employer.

34.3.2 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 employer which shall not exceed sixteen weeks from the date of notice in writing by the employee to the employer that she desires to resume work, or a shorter period with the agreement of the employer, such agreement not to be unreasonably withheld.

34.4 Special maternity leave and sick leave

34.4.1 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:

34.4.1(a)(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

34.4.1(a)(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.

34.4.1(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 34.2.3.

34.5 For the purposes of paragraphs 34.7, 34.8 and 34.9, maternity leave shall include special maternity leave.

34.6 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 34.2.6, 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.

34.7 Maternity leave and other leave entitlements

34.7.1 Provided that the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under 34.2.3, 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.

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

34.8 Effect of maternity leave on employment

34.8.1 Subject to this subclause, notwithstanding any award 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 award or agreement.

34.9 Termination of Employment

An employee on maternity leave may terminate her employment at any time during the period of leave by giving eight week's notice.

34.10 Return to work after maternity leave

34.10.1 An employee shall confirm her intention of returning to work by notice in writing to the employer 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 expiration of her period of maternity leave.

34.10.2 An employee, upon returning to work after maternity leave or the expiration of the notice required by 34.10.1, 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 34.2.6, 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 employer'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.

34.11 Replacement employees

34.11.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

34.11.2 Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

34.11.3 Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

34.11.4 Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

34.12 Paternity Leave

34.12.1 Nature of Leave

Paternity leave is unpaid leave.

34.12.2 Definitions

For the purposes of this subclause and this subclause only:

- 34.12.2(a) Employee** includes a part-time employee but does not include an employee engaged upon a daily or hourly basis.
- 34.12.2(b) Maternity leave** means leave of the type provided for in subclause 34.2 (and includes special maternity leave) whether prescribed in an award or otherwise.
- 34.12.2(c) Child** means a child of the employee or the employee's spouse under the age of one year.
- 34.12.2(d) Spouse** includes a de facto or a former spouse.
- 34.12.2(e) Primary care-giver** means a person who assumes the principal role of the providing care and attention to a child.
- 34.12.2(f) Continuous service** means:
- 34.12.2(f)(i)** service under an unbroken contract of employment and includes:
 - 34.12.2(f)(i)(A)** any period of leave lawfully taken in accordance with this clause; and
 - 34.12.2(f)(i)(B)** any period of part-time employment worked in accordance with this clause; and
 - 34.12.2(f)(i)(C)** any period of leave or absence authorised by the employer or by the award: or
 - 34.12.2(f)(ii)** the total of separate periods of employment with the same employer in a situation where:
 - 34.12.2(f)(ii)(A)** the contract of employment of the employee ceases at the initiation of the employer (e.g. production breaks and/or Annual Close Down as defined in subclause 31.6.6 of this award); and
 - 34.12.2(f)(ii)(B)** 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 34.12.2(f)(ii)(A); and
 - 34.12.2(f)(ii)(C)** 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 34.12.2(f)(ii)(A) and 34.12.2(f)(ii)(B) shall not be taken into account in calculating the period of the employee's continuous service for any other purpose under this award.

34.13 Eligibility for paternity leave

34.13.1 A male employee, upon production to his employer of the certificate required by 34.14, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed fifty two weeks, in the following circumstances:

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

34.13.1(b) a further unbroken period of up to fifty one 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 twelve months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

34.14 Certification

34.14.1 At the time specified in 34.15 the employee must produce to his employer;

34.14.1(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;

34.14.1(b) in relation to any period to be taken under 34.13.1(b), a statutory declaration stating:

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

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

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

34.15 Notice Requirements

34.15.1 An employee shall give the employer 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 34.14 as soon as possible but not less than twenty eight weeks prior to the proposed period of leave.

34.15.2 The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in 34.15.1 if such failure is due to:

34.15.2(a) the birth occurring earlier than the expected date; or

34.15.2(b) the death of the mother of the child; or

34.15.2(c) other compelling circumstances.

34.15.3 The employee shall immediately notify his employer of any change in the information provided pursuant to 34.14.

34.16 Variation of period of paternity leave

34.16.1 Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under 34.13:

34.16.1(a) where the employee has elected to take less than sixteen weeks paternity leave, the period of paternity leave provided by 34.13.1(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.

34.16.1(b) where the employee has elected to take sixteen weeks or more 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.

34.16.1(c) the period may be further lengthened by agreement between the employer and the employee.

34.17 The period of paternity leave taken under 34.13.1(b) may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

34.18 Cancellation of paternity leave

Paternity leave, applied for under 34.13.1(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 employer.

34.19 Paternity leave and other leave entitlements

34.19.1 Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under 34.13.1(b), 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.

34.19.2 Paid sick leave or other paid authorised award absences (excluding, annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

34.20 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award 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.

34.21 Termination of employment

An employee on paternity leave may terminate his employment at any time during the period of leave by giving eight weeks notice.

34.22 Return to work after paternity leave

34.22.1 An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than sixteen weeks prior to the expiration of the period of paternity leave provided by 34.13.1(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.

34.22.2 An employee, upon returning to work after paternity leave or the expiration of the notice required by 34.22.1, 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 employer, is suitable to perform, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

34.23 Replacement employees

34.23.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

34.23.2 Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

34.23.3 Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

34.23.4 Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

34.24 Adoption Leave

34.24.1 Nature of leave

Adoption leave is unpaid leave.

34.24.2 Definitions

For the purposes of this subclause and this subclause only:

34.24.2(a) Employer includes a part-time employee but does not include an employee engaged upon a daily or hourly basis.

34.24.2(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.

34.24.3 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).

34.24.4 Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

34.24.5 Spouse includes a de facto or a former spouse.

34.24.6 Continuous service means:

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

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

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

34.24.6(a)(iii) any period of leave or absence authorised by the employer or by the award; or

34.24.7 the total of separate periods of employment with the same employer in a situation where:

34.24.7(a) the contract of employment of the employee ceases at the initiation of the employer (e.g. production breaks and/or Annual Close Down as defined in 31.6.6 of this award); and

34.24.7(b) 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 34.24.7(a) and

34.24.7(b)(i) 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 34.24.7(a) and 34.24.7(b) shall not be taken into account in calculating the period of the employee's continuous service for any other purpose under this award.

34.25 Eligibility

34.25.1 An employee, upon production to the employer of the documentation required by 34.26 shall be entitled to one or two periods of adoption leave, the total of which shall not exceed fifty two weeks, in the following circumstances:

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

34.25.1(b) an unbroken period of up to fifty two 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 fifty two weeks shall be reduced by:

34.25.1(b)(i) any period of leave taken pursuant to 34.25.1(a) and

34.25.1(b)(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 twelve months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

34.26 Certification

34.26.1 Before taking adoption leave the employee must produce to the employer:

34.26.1(a) 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

34.26.1(b) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

34.26.2 In relation to any period to be taken under 34.25.1(b), a statutory declaration stating:

- 34.26.2(a)** the employee is seeking adoption leave to become the primary care-giver of the child;
- 34.26.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 34.26.2(c)** for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

34.27 Notice Requirements

- 34.27.1** Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer 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.
- 34.27.2** An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer 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 twelve months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- 34.27.3** 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 employer of such date, and of the date of the commencement of any period of leave to be taken under 34.25.1.
- 34.27.4** An employee shall, sixteen weeks before the proposed date of commencing any leave to be taken under 34.25.1(b) give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- 34.27.5** An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with 34.27.3 and 34.27.4 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.

34.28 Variation of period of adoption leave

- 34.28.1** Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under 34.25:
 - 34.28.1(a)** where the employee has elected to take less than sixteen weeks adoption leave, the period of leave taken under 34.25.1(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;

34.28.1(b) 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;

34.28.1(c) the period may be further lengthened by agreement between the employer and employee.

34.28.2 The period of adoption leave taken under 34.2.1(b) may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

34.29 Cancellation of adoption leave

34.29.1 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 employer.

34.29.2 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 employer forthwith and the employer 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 employer, such agreement not to be unreasonably withheld

34.30 Special leave

34.30.1 The employer 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 employer may require the employee to take such leave in lieu of special leave.

34.31 Adoption leave and other entitlements

34.31.1 Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 34.25, 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.

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

34.32 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award 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 award or agreement.

34.33 Termination of employment

34.33.1 An employee on adoption leave may terminate his/her employment at any time during the period of leave by giving eight weeks' notice.

34.33.2 An employer 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 an employer in relation to termination of employment are not hereby affected.

34.34 Return to work after adoption leave

34.34.1 An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than sixteen weeks prior to the expiration of the period of adoption leave provided by 34.25.1(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.

34.34.2 An employee, upon returning to work after adoption leave shall be entitled to the position held immediately preceding 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 employer, 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.

34.35 Replacement employees

34.35.1 A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

34.35.2 Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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

34.35.4 Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

34.36 Part-time work

34.36.1 Definitions

For the purpose of this subclause and this subclause only:

- 34.36.1(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.
- 34.36.1(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.
- 34.36.1(c) Spouse** includes a de facto spouse.
- 34.36.1(d) Former position** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause 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 employer'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.

34.36.2 Continuous service means:

34.36.2(a) service under an unbroken contract of employment; and includes:

- 34.36.2(a)(i)** any period lawfully taken in accordance with this clause; and
- 34.36.2(a)(ii)** any period of part-time employment worked in accordance with this clause; and
- 34.36.2(a)(iii)** any period of leave or absence authorised by the employer or by the award; or

34.36.3 the total of separate periods of employment with the same employer in a situation where:

- 34.36.3(a)** the contract of employment of the employment ceases at the initiation of the employer (e.g. production breaks and/or Annual Close Down as defined in 31.6.6 of this award; and
- 34.36.3(b)** 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 34.36.3(a); and
- 34.36.3(c)** 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 34.36.3(a) and 34.36.3(b) shall not be taken into account in calculating the period of the employee's continuous service for any other purpose under this award.

34.37 Entitlement

34.37.1 With the agreement of the employer:

34.37.1(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;

34.37.1(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;

34.37.1(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;

34.37.1(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.

34.38 Return to former position

34.38.1 An employee who has had at least twelve months continuous service with an employer 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.

34.38.2 Nothing in 34.38.1 shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

34.39 Effect of part-time employment on continuous service

34.39.1 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.

34.39.2 Pro rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with 34.42, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

34.40 Transitional arrangements - annual leave

- 34.40.1** An employee working part-time under this subclause 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 award, 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 subclause.
- 34.40.2** 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 subclause, in such periods and manner as specified in this award, 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.
- 34.40.3** Provided that, by agreement between the employer 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.

34.41 Transitional arrangements - sick leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (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.

34.42 Part-time work agreement

- 34.42.1** Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
- 34.42.1(a)** that the employee may work part-time;
 - 34.42.1(b)** upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - 34.42.1(c)** upon the classification applying to the work to be performed; and
 - 34.42.1(d)** upon the period of part-time employment.
- 34.42.2** The terms of this agreement may be varied by consent.
- 34.42.3** The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 34.42.4** The terms of this agreement shall apply to the part-time employment.

34.43 Termination of employment

34.43.1 The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer 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.

34.43.2 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.

34.43.3 Extension of Hours of Work

An employer 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 paragraph 34.39.2.

34.44 Nature of part-time work

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 award.

34.45 Inconsistent Award provisions

34.45.1 An employee may work part-time under this clause notwithstanding any other provisions of this award 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:

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

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

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

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

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

34.46 Replacement employees

34.46.1 A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

- 34.46.2** A replacement employee may be employed part-time. Subject to this paragraph, 34.39.2, 34.40, 34.41, 34.42, 34.43 and 34.45 apply to the part-time employment of replacement employee.
- 34.46.3** Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 34.46.4** Unbroken service as a replacement employee shall be treated as continuous service for the purposes of 34.36.2.
- 34.46.5** Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

SCHEDULE A - APPLICATION OF SUBCLAUSE 16.4.1

Examples to illustrate the application of subclause 16.4.1, Performer Class 1 and Bit Player.

EXAMPLE 1

In Week 1 the Actor 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 Actor 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 he worked on Location in Week 1.

		Week 1					Week 2		
Location	-	6	7	8	-	-	-	-	
Studio	1	2	3	4	-	6	7	8	
Payment	3 Ep. Rate				3 Ep. Rate				

EXAMPLE 3

In Week 1 the Actor 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	-	6	7	8
Payment	4 Ep. Rate				2 Ep. Rate			

EXAMPLE 4

In Week 1 the Actor works in three half-hours on Location and in a 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 Actor 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.

	Week 1				Week 2				Week 3			
Location	-	-	-	-	21	22	-	-	-	-	-	-
Studio	13	14	-	16	-	-	-	-	-	-	23	24
Pick Up	-	-	-	-	6	-	-	-	-	-	-	-
Payment	3 Ep. Rate				2 Ep. Rate				2 Ep. Rate			

EXAMPLE 7

The Actor 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 OF RESPONDENTS

New South Wales

A.P.A. Leisure Time (International) Limited, 43 Yeo Street, Neutral Bay, NSW 2089
A Nice Picture Company Pty. Limited, Ms Heather Ogilvie, 6 Robert Street, Rozelle NSW 2039
Adam Bayliss, Latent Image Productions Pty Ltd, 82 Glenmore Road, Paddington NSW 2021
Advent Radio-Television Productions, 150 Fox Valley Road, Wahroonga NSW 2076
Airedale Film Co Pty Ltd, Mr Andrew Williams, PO Box 691, Spit Junction NSW 2088
Ajax Film Pty. Ltd., 43 Yeo St, Neutral Bay, NSW 2089
Allan Keen Studios Pty Ltd, 74B Trafalgar Street, Annandale NSW 2038
Amalgamated Television Network, Mr Scott Blakeman, Mobbs Lane, Epping NSW 2121
Amalgamated Television Services Pty. Ltd. (ATN), Television Centre, Epping, NSW 2121
Anthony Buckley Productions, PO Box B124 Willoughby, NSW 2068
Applied Explosives Technology, FSA, 37 Driver Ave., Moore Park NSW 2021
Arenafilm Pty Ltd, Mr John Maynard, 2nd Floor, 270 Devonshire Street, Surry Hills NSW 2010
Artransa Park Film Studios, Television Centre, Epping, NSW 2121
Austral Pacific Productions, Suite 10, 160 Pacific Highway, North Sydney NSW 2060
Australian Film Productions Pty Ltd, 15 Nioka Road, Narrabeen NSW 2101
Australian Instructional Films Pty Ltd, Room 231, 51 Pitt Street, Sydney NSW 2000
Avalon Films, 25 Attunga Road, Newport NSW 2106
B.H.W. Organization, The, Pty. Ltd., 405-411 Sussex Street, Sydney, NSW 2000
BBC Worldwide Limited, 50 Berry Street, North Sydney NSW 2060
Becker Entertainment, Mr Robert Reeve, Level 1, 11 Waltham Ave, Artarmon NSW 2064
Beyond Productions Pty Ltd, Mr Midael Borglund, 109 Reserve Rd, Artarmon NSW 2064
BHW Organisation Pty Ltd, 405-411 Sussex Street, Sydney NSW 2000
Bill Bennett Productions Pty Ltd, PO Box 4117, Castlecrag NSW 2068
Black Productions Pty Ltd, Mr Andrew McPhail, 80 Campbell Street, Surry Hills NSW 2010
Brian Howard, 8 Scott Street, Willoughby NSW 2068
Bruning Bell & Partners Pty Ltd, PO Box 172, North Sydney NSW 2060
Camfilm Pty. Ltd., 8 Dungate Lane, Sydney, NSW 2000
Career Productions Pty Ltd, 619 Pacific Highway, Crows Nest NSW 2065
Cash-Harmon Television Pty. Ltd., 293 Pacific Hwy, Crows Nest, NSW 2065
Christopher Productions Pty Ltd, 76-80 Myrtle Street, Chippendale NSW 2008
Cinesound Movietone Productions Pty Ltd, 43 Missendon Road, Camperdown NSW 2050
Cinetel Film Production Services, 71 Chandos St, Crows Nest, NSW 2065
CML Films, Ms Marian MacGowan, 24 Bayswater Road, Kings Cross NSW 2011
Collings Productions Pty. Ltd., 11 Young St, Paddington, NSW 2021
Coral Sea Productions, 123 Day Street, Sydney, NSW 2000
Cox Kenneth S. Productions Pty. Ltd., 226 Connells Point Road, Connells Point, NSW 2221
Dalton Film Pty Ltd, Ms Robin Dalton, 109 Bellevue Road, Bellevue Hill NSW 2023
David Hannay Productions Pty Ltd, Mr David Hannay, PO Box 175 Leura NSW 2780
David Koffell Film and TV Productions, 106-110 Goulburn Street, Sydney NSW 2000
Deemcept Pty Ltd, Mr Chris Ardill-Guinness, 50 Elgin Street, Gordon NSW 2072
Dendy Films, Ms Lyn McCarthy, C/- Dendy Films, 19 Martin Place, Sydney NSW 2000
Dennis Kiely, 11 Wollombi Road, Bilgola NSW 2107
Dragon Productions, C/- Herald, Bruce, Brierley & England, Phoenix House, 32-34 Bridge Street, Sydney NSW 2000
Eclectic Films Pty Ltd, Mr Hugh Rule, 102 Denison Street, Camperdown NSW 2050
Emerald Films Pty Ltd, Suite 21, 1-15 Barr Street, Balmain NSW 2041

Eric Porter Productions Pty Ltd, 101 Union Street, North Sydney NSW 2060
 Fauna Film Corporation Pty Ltd, 4 Bridge Street, Sydney NSW 2000
 Film Australia, PO Box 46, Lindfield NSW 2070
 Fontana Films Pty. Ltd., 14 Henderson St, Turella, NSW 2205
 Forrest Redlich Productions Pty Ltd, 46 Albany Street, Crows Nest NSW 2065
 Fraser Castle Productions Pty. Ltd., 187a Avenue Rd, Mosman, NSW 2088
 Fremantle International Productions, Mr Richard Becker, Level 2, 486 Pacific Highway, St Leonards NSW 2065
 Gannon Television Pty Ltd, Mr Ben Gannon, 11 Gaerloch Avenue, Bondi NSW 2026
 Gary Reilly Productions Pty Ltd, 23 Warrandoo St, Hornsby NSW 2077
 Glasshouse Pictures Pty Ltd, PO Box 104, Church Point NSW 2105
 Glenys Rowe, 82 Beach Street, Coogee NSW 2034
 Globe Media Developments Pty Ltd, 22B Crown Street, Woolloomooloo NSW 2011
 Grahame Jennings Productions, 8 Dungate Lane, Sydney NSW 2000
 Grundy Television Pty Ltd, Mr Steve Rosser, 110-112 Christie Street, St Leonards NSW 2065
 Hibiscus Films, Ms Bridget Hain, 2nd Floor, 270 Devonshire Street, Surry Hills NSW 2010
 Howard, Brian, 8 Scott St, Willoughby, NSW 2068
 Interactive Video Company, Mr Brian Faull, Level 10, 50 Margaret Street, Sydney NSW 2000
 Iveson Clark, Mr Ian Iveson, 74 Watson St, Bondi NSW 2026
 Jan Chapman Productions, PO Box 476, Woollahra NSW 2025
 Jim McElroy, FSA-48 Fox Studios, Driver Avenue, Moore Park NSW 1363
 JNP Films Pty Ltd, Mr James Davern, 87 Alexander Street, Crows Nest NSW 2065
 John Bushelle Productions Pty Ltd, 19 Broughton Street, Milsons Point NSW 2061
 John Hever Film Company, 16th Level, 20 O'Connell Street, Sydney NSW 2000
 John Sexton Productions Pty Ltd, The Pavillion, 3 Courallie Road, Northbridge NSW 2063
 Jolimont Peak Pty Ltd, 16 Porter St, Bondi NSW 2026
 Kate Kennedy-White, PO Box 411, Double Bay, NSW 2028
 Keith Chatto Productions, 13 Bellevue Street, Kogarah, NSW 2217
 Kennedy Miller Productions, 30 Orwell Street, Kings Cross NSW 2011
 Kingcroft Australia Pty Ltd, 2 Windsor Road, Willoughby NSW 2068
 Kolossal Pictures Film Production Co, 159 Reservoir Street, Surry Hills NSW 2010
 Lady Luck Entertainment, Mr Bill Hughes, 36 Gosbell Street, Paddington NSW 2021
 Limelight Productions, Mr Joan Long, 10 Burruga Place, Lindfield NSW 2070
 Living Pictures (Aust) Pty Ltd, Mr David Flatman, 83 Frenchs Forest Road, Seaforth NSW 2092
 M.C.A. Australia Pty. Ltd., Pelican St, Surry Hills, NSW 2010
 Madison Pacific Pty Ltd, 8 Glen Street, Milsons Point NSW 2061
 Manifesto Films Pty Ltd, PO Box 134, Kings Cross NSW 1340
 Margaret Fink Films, C/- Oxford Property Group, 20 Pelican Street, Darlinghurst NSW 2010
 Matt Carroll Films, 12 Sloane Street, Newtown NSW 2042
 Millennium Pictures Pty Ltd, The Old Cottage, 54 Duntroon, Avenue, Roseville NSW 2069
 Motion Picture Associates Pty. Ltd., 15 Noonbina Crescent, Northbridge, NSW 2063
 Mystery Clock Cinemas Pty Ltd, Mr Andrew Mason, 27 Renny Street, Paddington NSW 2021
 Network Ten Limited, 44 Bay Street, Ultimo NSW 2007
 Newblood & Oldmoney (Film-Makers) Pty Ltd, 28-30 Surrey Street, Darlinghurst NSW 2010
 Newcastle Broadcasting and TV Corporation Ltd (NBN)., Mosbri Crescent, Newcastle, NSW 2300
 Ohlsson Perry Productions Pty Ltd, 29a Rosalind Street, Crows Nest NSW 2065
 Oilray Productions, Mr Patrick Fitzgerald, 62 Abbotsford Rd, Homebush NSW 2140

Oscar Sherl, 1/87 Bent Street, , Neutral Bay NSW 2089

Pacific Link Communications Pty Ltd, Mr Charles Hannah, 4 Bannerman Street, Cremorne NSW 2090

Paddington Films, 11-15 Young Street, Paddington NSW 2021

Paramount Pictures (Aust) Pty Ltd, Level 35, 100 Miller Street, North Sydney NSW 2060

Patten, Ron, Publicity Pty. Ltd., 2nd Floor, 65 Campbell Street, Sydney, NSW 2000

Pay TV Movies Australia, Ms Samantha Meers, "Galaxy" Building, 55 Byrmont Bridge Road, Pymont NSW 2009

Perier Film Productions Pty Ltd, 66 Clark Road, North Sydney NSW 2060

Peter Fairman Productions Pty Ltd, PO Box 346, Cremorne Junction NSW 2090

Phillip Emanuel, Phillip Emanuel Productions, PO Box 66, Castlecrag NSW 2068

Pilgrim Films, 8 James Street, Waitara NSW 2077

Pod Films, Ms Catherine Kerr, 9/50 Reservoir St, Surry Hills NSW 2010

Polygon Pictures Pty Ltd, 19 Forest Knoll Avenue, Bondi NSW 2026

Pro Films Pty Ltd, Mr Richard Becker, PO Box 130, St Leonards NSW 2065

Richard Mason, 12/25 Billyard Avenue, Elizabeth Bay NSW 2011

Robert Knapp Productions Pty Ltd, 39/16 Bardwell Road, Mosman NSW 2088

Robstar Pty Ltd, c/- Unit 7, 12 Landers Rd, Lane Cove NSW 2066

Ron Patten Publicity Pty Ltd, 2nd Floor, 65 Campbell Street, Sydney NSW 2000

Rosen Harper Entertainment Ltd, Suite 5, Edgecliff Court, New Maclean Street, Edgecliff NSW 2023

Ross Wood Productions Pty Ltd, 36 Gosbell Street, Paddington NSW 2021

Royce Smeal Film Productions Pty Ltd, 6 Clarke Street, Crows Nest NSW 2065

RS Productions Pty Ltd, 136 Cathedral Street, Woolloomooloo NSW 2011

Samson Productions Pty Ltd, Mr Tom Jeffrey,FSA-250, Fox Studios Australia, Driver Ave, Moore Park NSW 2021

Samson Productions Pty Ltd, Ms Sue Milliken,FSA-205, Fox Studios, Driver Avenue, Moore Park NSW 1363

Samuel Griffith Chamber, Mr Charles Waterstreet,Level 18, 157 Liverpool Street, Sydney NSW 2000

Sandstar Films Pty Ltd, Ms Sandra Alexander,27 Surfside Avenue, Clovelly NSW 2031

Scorpio Productions Pty. Ltd., P.O. Box 537, North Sydney, NSW 2060

Screen Gems (Aust) Productions Pty Ltd, 45 Macquarie Street, Sydney NSW 2000

Smeal Royce Film Productions Pty. Ltd., 6 Clarke St, Crows Nest, NSW 2065

Sokol Film Productions, Mr Yuri Sokol,PO Box Q755, Queen Victoria Building, Sydney NSW 1230

Southern Cross Studios, Mr Christopher Budrys, PO Box 839, Artarmon NSW 2064

Southern Star Entertainment Pty Ltd, Mr Hal McElroy, Level 10, 8 West Street, North Sydney NSW 2060

Southern Star Operations Pty Ltd, 9 Floor, 8 West Street, North Sydney NSW 2060

Southern Star Sullivan Productions Pty Ltd, Mr Errol Sullivan, Level 9, 8 West Street, North Sydney NSW 2060

Spectrum Film Producers Pty Ltd, Building 53, Fox Studios Australia, Driver Ave. Moore Park NSW 2021

Spectrum Film Producers Pty. Ltd., 141 Penshurst Street, Willoughby, NSW 2068

Stamen Films Pty Ltd, Mr Jonathan Shteinman, PO Box 3226, Tamarama NSW 2026

Suitcase Films Pty Ltd, PO Box 11, Bondi Beach NSW 2026

Supreme Films Pty. Ltd., 11-15 Young Street, Paddington, NSW 2021

Taffner Ramsay Productions, Suite 303, 156 Pacific Highway, Greenwich NSW 2065

Telemark Productions Pty. Ltd., 321 Pitt Street, Sydney, NSW 2000

Television Corporation Ltd (TCN), 168 - 174 Castlereagh Street, Sydney, NSW 2000

Television Wollongong Transmissions Ltd (WIN), Fort Drummond, Mount Street. Thomas, Wollongong, NSW 2500
Terry Jennings, 80 Kingston Road, Camperdown NSW 2050
Texas 4385 Pty Ltd, PO Box 1295, Crows Nest NSW 2065
The Big Red Pty Ltd, Ms Antonia Barnard, 250 Willoughby Road, Naremburn NSW 2065
The Film & Television Production Association of Australia, C/- LW Farrar & Associates, 2nd Floor, 129 York Street, Sydney NSW 2000
Tiger Films, Ms Colleen Clarke, PO Box 68 Marrickville NSW 2204
Tristram Miall Films Pty Ltd, Mr Tristram Miall, 270 Devonshire Street, Surry Hills NSW 2010
Trojon Films Pty Ltd, 80 Arthur Street, North Sydney NSW 2060
Twentieth Century Fox Film Corporation (Aust) Pty Ltd, 25th Floor, 44 Market Street, Sydney NSW 2000
United Telecasters Sydney Ltd. (TEN), Cnr. Epping & Pittwater Roads, North Ryde, NSW 2113
Vaughan Yesterday Productions, Ms Jan Miller, 51/5 Karoo Place, Malabar NSW 2036
Video Tape Corporation Pty Ltd, 382 Eastern Valley Way, East Roseville NSW 2069
View Films Pty Ltd, Mr Ben Gannon, PO Box 3320, Tamarama NSW 2026
Village Roadshow Production Services, Mr Brett Chenoweth, Level 4, 235 Pyrmont Street, Pyrmont NSW 2009
Voyager Films Pty Ltd, Mr David Elfick, PO Box 409, Paddington NSW 2021
Wildfire Films Pty Ltd, Ms Sue Fleming, 9/28 Fairfax Rd, Bellevue Hill, NSW 2023
Willard King Organisation Pty Ltd, 293 Pacific Highway, Crows Nest NSW 2065
Window Media Pty Ltd, PO Box 649, Hornsby NSW 2077
Wintertime Films Pty Ltd, Mr John Winter, 48 Lamb Street, Lilyfield NSW 2040
Wood, Ross Productions Pty. Ltd., 36 Gosbell St, Paddington, NSW 2021
Working Title Australia, Mr Timothy White, Suite 102, 4-14 Buckingham Street, Surry Hills NSW 2010
Yoram Gross Film Studio, 62-68 Church Street, Camperdown NSW 2050
Zarwot Pty Ltd, Mr Ross Matthews, 1/15 Barr Street, Balmain NSW 2041

Victoria

Academy Film Productions Pty. Ltd., 121 Maroondah Hwy, Ringwood, Vic 3134
Acorn Film Productions Pty Ltd, 354 Highett Street, Richmond VIC 3121
Adair Communications, Mr Peter Westfield, Apartment 11, 33 Kensington Road, South Yarra VIC 3141
Albert Street Productions Pty Ltd, 396 Albert Street, East Melbourne VIC 3002
Andey Films, 8 Taylor Street, Oakleigh VIC 3166
Animagrafx Pty Ltd, 101 Greville Street, Prahan VIC 3183
Apollo Films, Level 1/179 Johnston St, Fitzroy VIC 3065
Aranda Film Productions Pty. Ltd., 274 Ferrars Street, South Melbourne, Vic. 3205
Aranda Film Productions, 21 Ward Street, East Brighton 3197
Artist Services Pty Ltd, 312 St Kilda Road, South Melbourne VIC 3205
Artist Services Pty Ltd, 33 Nott Street, Port Melbourne VIC 3207
Austarrama Television Pty. Ltd. (ATV), Cnr. Springvale & Hawthorn Roads, Nunawading, Victoria 3131
Beat Films, 1 Little Gore Street, Fitzroy VIC 3065
Beat Films, 10 Shelley Street, Elwood VIC 3184
Bilcock & Copping Film Productions Pty Ltd, 103-105 Hoddle Street, Richmond VIC 3121
Bill Armstrong Pty. Ltd., 176-186 Bank Street, South Melbourne, Vic. 3205
Broad Stone, PO Box 361, South Melbourne VIC 3205
Browning Productions Pty Ltd, 171 Fitzroy Street, St Kilda VIC 3182

Burberry Productions, Mr Ewan Burnett, Suite 10, Level 1, 2 Rouse St, Port Melbourne VIC 3207
 Burstall, Tim, and Associates, 48 High St, St. Kilda, Vic. 3182
 Business Horizons, Ms Gail Sullivan, 68 Tivoli Rd, South Yarra, VIC 3141
 Calypso Films Pty Ltd, Ms Denise Patience, 85 Burwood Road, Hawthorn VIC 3122
 Cambridge Film & TV Productions Pty Ltd, 3 Armstrong Street, Middle Park VIC 3206
 Campitelle Films, 10 Viva Street, Glen Iris VIC 3146
 Cascade Ash Productions Pty Ltd, 117 Rouse Street, Port Melbourne VIC 3205
 Cascade Films, Mr David Parker, 117 Rouse Street, Port Melbourne VIC 3207
 Cascade Films, Ms Nadia Tass, 117 Rouse Street, Port Melbourne VIC 3207
 Cherrywood Film Productions Pty Ltd, 19/28 Southgate Avenue, Southbank VIC 3006
 Chris Steward Productions, 78 Illawarra Road, Hawthorn VIC 3122
 Cine Service Pty. Ltd., 235 Moray Street, South Melbourne, Vic. 3205
 Color-Tel Productions, 331 Hanover Street, Fitzroy VIC 3065
 Colosimo Films Pty Ltd, Ms Rosa Colosimo, 22 Hanover Street, Fitzroy VIC 3065
 Communicator Film Productions Pty. Ltd., 419 Lonsdale St, Melbourne, Vic. 3000
 Crawford Productions, Mr Tom Parkinson, 259 Middleborough Rd, Box Hill VIC 3128
 Crawford Senior (Film Productions) Pty Ltd, 44 Packington Street, St Kilda VIC 3182
 CSIRO Film & Video Centre, 314 Albert Street, East Melbourne VIC 3002
 Daniel Scharf Productions Pty Ltd, Mr Daniel Scharf, 60 Fisher Street, East Malvern VIC 3145
 De Montignie Media Productions Pty Ltd, 643 Chapel Street, South Yarra VIC 3141
 DJ Olney Film & Video Productions, 12 Mountain View Road, Mt Eliza VIC 3930
 Entertainment Media Pty Ltd, Ms Alfons Fiorindo, 159 Eastern Road, South Melbourne VIC 3205
 Entrag Pty Ltd, 18 Queen Street, Blackburn VIC 3130
 Film Associates, 22 Lindsay Avenue, Murrumbeena VIC 3163
 Film House The, Pty. Ltd., 270 George Street, Fitzroy, Vic. 3065
 Film Montage Pty Ltd, 388 Spencer Street, East Melbourne VIC 3003
 Fiona Eagger Productions, Twenty 20, PO Box 213, Yarraville VIC 3013
 Fortune Film and TV Productions Pty. Ltd., 23 Drummond St, Carlton, Vic. 3053
 Fortune Films, PO Box 1, Bendigo VIC 3550
 Frontline Productions Pty Ltd, Mr Michael Hirsh, PO Box 488, South Yarra VIC 3141
 Gauche Productions, Suite 7 Marli Place, 3 The Esplanade, St Kilda VIC 3182
 Gecko Films, Ms Sue Maslin, PO Box 337, Fitzroy VIC 3065
 General Television Pty. Ltd. (GTV), 22-46 Bendigo Street, Richmond, Victoria 3121
 Generation Films, Mr Bob Weis, 367 Beaconfield Pde. St Kilda VIC 3182
 Geoffrey Thompson Film Productions, 235 Moray Street, South Melbourne, Vic. 3205
 Gillies Press & Ling Pty Ltd, 7 Marli Place, 3 The Esplanade, St Kilda VIC 3182
 Great Southern Films, Ms Elizabeth Baird, 53 Park St, South Melbourne VIC 3205
 Harvest Productions Film & Television Production, 7 Vincent St, Surrey Hills 3127
 Herald-Sun TV Pty Ltd HSV, 44-74 Flinders Street, Melbourne VIC 3000
 Herschells Films, 31 Agnes St, East Melbourne, Vic. 3002
 Hips Film & Video Productions, Mr John Hipwell, 310 Richardson St, Middle Park VIC 3206
 Horizon Films, 44 Pakington Street, St Kilda VIC 3182
 House & Moorhouse Films Pty Ltd, Ms Lynda House, 3 Elmgrove, Richmond VIC 3121
 Icon Digital Post, 235 Normanby Rd, South Melbourne VIC 3205
 Janina Craig Screen Services Pty Ltd, 6/31 Marne Street, South Yarra, VIC 3141
 John B Murray Productions, 449 St Kilda Road, Melbourne VIC 3000
 Jonathon M. Shiff Productions Pty Ltd, 373 Bay Street, Port Melbourne VIC 3206
 Journeyman Films Pty Ltd, Mr Ray Hennessy, 15 Seddon St VIC 3011
 Kavanagh Productions, 46-48 High Street, St. Kilda, Vic. 3182

Kavanagh Productions, 7/15 South Terrace, Clifton Hills VIC 3068
 Kestrel Film & Video Pty Ltd, 367 Bridge Road, Richmond VIC 3121
 L.K.N. Productions Pty. Ltd., 41 Harrington Avenue, Balwyn North, Vic. 3104
 Lemac Film & Video, 2 Griffith Street, Richmond VIC 3121
 Lewis Young Productions Pty. Ltd., 165 La Trobe St, Melbourne, Vic. 3000
 Liz Burke, Open Channel Co-Op Ltd, 13 Victoria Street, Fitzroy VIC 3065
 LJ Promotions Pty Ltd, 57 Keele Street, Collingwood 3066
 Lorien Pty Ltd, Unit 3, 5 Murphy St, Brighton VIC 3186
 Massive Media & Entertainment, 278 Gore Street, Fitzroy VIC 3065
 Media World Pty Ltd, PO Box 90, CARLTON SOUTH VIC 3053
 Moistorm Productions Pty Ltd, PO Box 293, Hurstbridge VIC 3099
 Moonlight Cinata Pty Ltd, PO Box 677, South Yarra VIC 3141
 Moore & Moore Productions Pty Ltd, 18 Goodall Street, Hawthorn VIC 3122
 Motion Arts Aust Pty Ltd, Ms Roslyn Walker, 26 Perry Street, Yarraville VIC 3011
 Navigator Films, 175 Bank Street, South Melbourne VIC 3205
 Newground Productions, 20 Hall Street, Fairfield VIC 3078
 Nomad Films International Pty Ltd, PO Box 176, Prahran VIC 3181
 OCP Ltd Open Channel, 13 Victoria Street, Fitzroy VIC 3065
 Onset Productions Pty Ltd, PO Box 134, Belmont VIC 3216
 Onset Productions Pty Ltd, Suite 10, 402 St Kilda Road, Melbourne VIC 3004
 Oscar Whitbread, 1 Adamson Street, Middle Brighton VIC 3186
 Outback Films Pty. Ltd., 420 St. Kilda Rd, Melbourne, Vic. 3000
 OZAM Films, Mr John McGlynn, PO Box 2109, Geelong BC VIC 3220
 Pacific Documentary Films, 48 High Street, St. Kilda, Vic. 3182
 Paul Davies Film & Television Enterprises, 305 Canterbury Road, St Kilda West VIC 3182
 Paul Drane Productions, 24 Armstrong Street, Middle Park VIC 3206
 Philm Production Pty Ltd, Mr Peter Winter, Suite B4, TOK Corporate Centre, 459 Toorak Road, Toorak VIC 3142
 Philm Production Pty Ltd, Mr Phillip Jaroslow, Suite B4, TOK Corporate Centre, 459 Toorak Rd, Toorak VIC 3142
 Pixie Pictures Pty Ltd, 23 Olinda Crescent, Olinda VIC 3788
 Portrait Productions, PO Box 172, Hampton VIC 3188
 Quantum Films Prime House, 16th floor, 10 Queens Rd, Melbourne 3004
 Richard Bence Productions Pty Ltd, 299 Moray Street, South Melbourne VIC 3205
 Rod Kinnear Productions (Aust) Pty Ltd, 280 Toomuc Valley Road, Pakenham VIC 3810
 Rod Kinnear Productions Pty. Ltd., C/o GTV 9, 22 Bendigo Street, Richmond, Vic. 3121
 Rogue Productions, Mr David Rapsey, 104 Melville Road, West Brunswick VIC 3055
 Rogue Productions, Ms Glenda Hambly, 104 Melville Road, West Brunswick VIC 3055
 Rosenbaum Whitbread Film & TV Productions, 17 George St, EAST MELBOURNE VIC 3002
 Santhana Films Pty Ltd, Unit 3, 20 Kent Avenue, Brighton VIC 3186
 Scott R Barrington Pty Ltd, 33 Bromby Street, South Yarra VIC 3141
 Seven Dimensions Pty Ltd, Ms Eve Ash, 8B Surry Road, South Yarra VIC 3141
 Seven Keys Pty Ltd, 156 Swanston Street, Melbourne VIC 3000
 Seven S Productions, 454 Rathdown Street, Carlton North VIC 3054
 Sharmill Films Pty Ltd, 4/200 Toorak Rd, South Yarra VIC 3141
 Simpson Le Mesurier Films Pty Ltd, 32-36 Little Leveson Street, North Melbourne VIC 3051
 Smiley Productions Pty Ltd, 325 Park Street, South Melbourne VIC 3205
 Southern Cross Films Pty. Ltd., 449 St. Kilda Road, Melbourne, Vic. 3000
 Southern Light Pictures, 36 McConnell Street, Kensington VIC 3031
 Steve Jodrell Productions, 10 Hudson Street, Hampton VIC 3138
 Steve Jodrell Productions, 201 Wonga Road, Warranwood VIC 3134

Telltale Films Pty Ltd, 4 Keyes Street, Ashburton 3147
Telltale Films, Mr John Powditch, 41 Flowerdale Road, Glen Iris VIC 3146
The Australian Childrens Television Foundation, 145 Smith Street, Fitzroy VIC 3065
The Elstree-Kingcroft Company, PO Box 373, Box Hill 3128
The Elstree-Kingcroft Company, PO Box 373, Box Hill VIC 3128
The Film House Pty Ltd, 270 George Street, Fitzroy VIC 3065
The Film House, Mr Fred Schepisi, 159 Eastern Road, South Melbourne VIC 3205
The Funny Farm, Mr Neil Robinson, 3 Lefevre Street, Spotswood VIC 3015
The Media Workshop Pty Ltd, 20 Henry Street, Abbotsford VIC 3067
Tim Burstall & Associates, 48 High Street, St Kilda VIC 3182
Touchwood Films Pty Ltd, PO Box 66, North Carlton VIC 3054
Trifilm Productions Pty Ltd, PO Box 1159, South Melbourne VIC 3205
Tupicott & Hubbard, 16 Burnett Street, St Kilda VIC 3182
TV Media Consultancy, 457 Malvern Road, South Yarra VIC 3141
Umbrella Film Group, Mr Tom Burstall, PO Box 373, North Melbourne VIC 3051
Valley Films, C/- Crawford Australia, 250 Middleborough Road, Box Hill VIC 3123
Victorian International Pictures, Lalor St Studios, 30 Lalor Street, Port Melbourne 3207
Warner-Dalton, 155 Gertrude Street, Fitzroy VIC 3065
Westside Films, 31 Giffard St, Williamstown VIC 3016
Will Spencer Productions, 22 Hanover Street, Fitzroy VIC 3065
William Marshall, 3/18 Dickens Street, Glen Iris VIC 3146

Queensland

Alchemy Films Pty Ltd, 4/19 Oxlade Drive, New Farm QLD 4005
Ben Cropp Productions Pty Ltd, 1 Ashford Avenue, Port Douglas QLD 4870
Breakfast Creek Films Pty Ltd, 17 Pine Street, Hamilton QLD 4007
Brisbane TV Limited. (BTQ), Sir Samuel Griffith Drive, Mount Coot-tha, Qld. 4066
CAMCO Television Productions Pty Ltd, Mr Michael Pattini, 6 Rosemount Court, Earlville QLD 4870
Cameracraft Film Productions Pty. Ltd., 20 Ivory St, Brisbane, Qld. 4000
CB Television Productions Pty Ltd, Mr Craig Berkman, 9 Navajo Street, Toowoomba QLD 4350
Chapman Films Pty Ltd, PO Box 316, Spring Hill QLD 4004
CM Location Production, Mr Campbell McLean, Unit 41, 46 Rotherham Street, Kangaroo Point QLD 4169
Coral Sea Productions, PO Box 358, Carina QLD 4152
CP International Pty Ltd, PO Box 6447, Gold Coast Mail Centre QLD 9726
Darryl Sheen, 59 Bermuda Street, Broadbeach Waters QLD 4217
EMPC Productions Pty Ltd, PO Box 2223, Brookside Centre QLD 4053
EnCue Productions Pty Ltd, PO Box 5291, West End QLD 4107
Film and Video Productions, Peter McKinely, 1 Pargonee Street, Dodges Ferry QLD 7173
Focus Productions Pty Ltd, 19 Musgrave Street, West End QLD 4101
Forest Home Films Pty Ltd, Mr Donald Crombie, 20 Rupert Terrace, Ascot QLD 4007
Galahad Film & Television, Mr Marcus Hogan, GPO Box 1138, Brisbane QLD 4001
Gaytone Productions Pty Ltd, 12 Gaytone Street, Bowen Hills QLD 4006
Gold Coast Video Pty Ltd, 3 Jupiter Plaza, 12-20 Lawrence Drive, Merang QLD 4211
Gulliver Media Australia Pty Ltd, PO Box 371, Paddington QLD 4064
Henderson Bowman Productions Pty Ltd, 26B Jainba Street, Indooroopilly QLD 4068
Jan Tyrrell, 677 Hawkesbury Road, Anstead QLD 4070
Jastos Film Productions, 48 Petrie Terrace, Brisbane, Qld. 4000
Kinetone Productions Pty. Ltd., 144-146 Main Avenue, Windsor, Qld. 4030

L. & D. Keen Pty. Ltd., 24 Musgrave Rd, Red Hill, Qld. 4059
Liberty Films Pty Ltd, Ms Simone North & Tony Cavanaugh, PO Box 1065, Toombul, Qld 4012
Martin Williams Productions Pty Ltd, 6 Pictavia Street, Toowong QLD 4066
Martin Williams Productions Pty. Ltd., 55 McDougall Street, Milton, Qld. 4064
Motion Picture Management Pty Ltd, Level 5, 107 Latrobe Terrace, Paddington QLD 4064
Multivisuals Pty Ltd, 455 Adelaide Street, Brisbane QLD 4000
NRG Enterprises Pty Ltd, Level 6, Seabank, 12-14 Marine Parade Southport QLD 4215
Queensland Television Limited (QTQ), Leichardt Chambers, 133 Leichardt Street, Brisbane, Qld. 4000
Red Moview Pty Ltd, 31 Abingdon Street, Woolloongabba QLD 4102
Reza Films Oztralia Pty Ltd, PO Box 1201, Aitkenvale QLD 4814
Rick Searle Productions Pty Ltd, 17 Bateson Road, Mt Nebo QLD 4520
Rising Sun Films Pty Ltd, PO Box 7384, Gold Coast Mail Centre QLD 4217
Schindler Video Productions Pty Ltd, 9 Westcliffe Street, Banyo QLD 4014
The Best Picture Show Co Pty Ltd, 8 Petrie Terrace, Brisbane QLD 4000
Tripod Pty Ltd, 10 Evans Street, Bowen Hills QLD 4006
Universal Telecasters Qld. Ltd. (TVQ), Sir Samuel Griffith Drive, Mount Coot-tha, Qld. 4066
Video Image Productions Pty Ltd, 22 Gore Street, Albion QLD 4010
Wedgetail Films Management Ltd, Level 3, The Connaught Centre, 26 Marine Parade, Southport QLD 4215
Wiltshire Productions Pty Ltd, 27 Maribor Street, Westlake QLD 4074

South Australia

Adelaide Motion Picture Co, Mr Mario Andreacchio, 71 Edward Street, Norwood SA 5067
Arnold Studios Pty Ltd, 22 Dunn Street, North Adelaide SA 5006
Australian International Pictures Pty Ltd, Mr Wayne Groom, 25 Oleander Road, Maslin Beach SA 5170
Bluestone Pictures, 1/58 Brougham Place, North Adelaide SA 5006
Brian Bosisto and Associates, 12 Miller St, Unley, S.A. 5061
Duo Art Productions, 58 Brougham Place, North Adelaide SA 5006
Genesis Films Pty Ltd, Mr Craig Lahiff, 32 Eton Road, Somerton Park SA 5044
Gus Howard, 22 Seaview Terrace, Brighton SA 5048
Infinity Pictures, Mr Terry Charatis, 157 Margaret Street, North Adelaide SA 5006
J'Elly Ballantyne Productions Pty Ltd, Ms Jane Ballantyne, Suite 2, 58 Brougham Place, North Adelaide SA 5006
Julia de Roeper, 31 Stephen Terrace, St Peters SA 5069
Pepper Studios, PO Box 2064, Kent Town SA 5071
Piper Films Pty Ltd, Mr Mike Piper, PO Box 295, Burnside SA 5066
Prospect Productions Pty Ltd, Mr Rob George, 58 Brougham Place, North Adelaide SA 5006
SAFC Productions, 3 Butler Drive, Hendon SA 5014
South Australian Telecasters Ltd, (SAS) 45-49 Park Terrace, Gilberton SA 5081
Southern Television Corporation Ltd, 202-208 Tynte Street, North Adelaide SA 5006
Television Broadcasters Ltd. (ADS), 125 Strangways Tce, North Adelaide, S.A. 5006
Vertigo Productions Pty Ltd, Mr Rolf de Heer, 3 Butler Drive, Hendon SA 5014

Western Australia

Barron Entertainment Ltd, Mr Paul Barron, 45 York St, Subiaco WA 6008

Beautiful Boy Productions, Unit 2, 285 Walcott Street, Mt Hawthorn WA 6016
Bill Gill Productions, 60 Havelock St, West Perth, W.A. 6005
Bran Nue Dae Productions, Lot 640 Dora Street, Broome WA 6725
Bush Patrol Pty Ltd, Mr Oscar Whitbread,C/- TVW Channel 7, PO Box 77, Tuart Hill WA 6060
CVA Film and Television, Mr Derek Longhurst, PO Box 25, West Perth WA 6872
David Downie Film Productions, Mr David Downie, 85 Lincoln Street, Highgate WA 6003
Electric Pictures Pty Ltd, Mr Andrew Ogilvie,33 Canning Highway, East Fremantle WA 6158
Enterprise Films, 323 William Street, Northbridge WA 6003
Film & Television Institute, 92 Adelaide Street, Fremantle WA 6160
Film Associates Pty. Ltd., 447 Hay St, Perth, W.A. 6000
Film Centre Pty. Ltd., 257 Hay St, East Perth, W.A. 6000
Film Communications of Aust., 15 Denny Street, Alfred Cove, W.A. 6154
Film West Productions, 225 Hay Street, Perth WA 6000
Gripping Films & Graphics, Ms Patricia Evans,19 Saunders Street, Mosman Park WA 6012
Heartland Films, Mr Ross Hutchens, PO Box 73, Melville WA 6156
Insignia Film Pty Ltd, 38 Southbourne Street, Scarborough WA 6019
Media World Features Pty Ltd, PO Box 6067, East Perth WA 6004
Monster with Two Toes Pty Ltd, 11 Raglan Road, Mt Lawley WA 6050
National Films Pty Ltd, 14 Corinthian Road, Rossmoyne WA 6148
Pharlap Pty Ltd, 890 Oxley Rd, Hovea WA 6071
Planet Pictures Australia Pty Ltd, PO Box 760, Fremantle WA 6160
Ronald H. Armstrong Pty. Ltd., 7 Bennett St, Perth, W.A. 6000
RT Productions, Ms Sue Taylor, PO Box 404, Nedlands WA 6908
Seraph Productions Pty Ltd, Ms Joan Peters, 17 Boulonnais Drive, Brigadoon WA 6056
Shots Film & Video Production Pty Ltd, 12 Monger Street, Perth WA 6000
Silver Turtle Films, Mr John Fiocco, C/- Fiocco, Hoplins & Rattigan, 55 St Georges Terrace, Perth WA 6000
Sound Images Pty Ltd, 1st Floor, 108 Rokeby Road, Subiaco WA 6008
Storyteller Productions, Suite 12, Peninsula Place, 57Labouchere Rd, South Perth WA 6151
Sunset Films, 38 Southbourne Street, Scarborough WA 6019
Swan Television & Radio Broadcasters Ltd. (STW), Hayes Avenue, Nollamara, W.A. 6061
Trans Vision Pty Ltd, 17 Kathleen Street, Cottesloe WA 6011
TVW Enterprises Ltd. (TVW), Osborne Park Road, Tuart Hill, W.A. 6060
Visual Communication Group, Mr Russell Jordan,Suite 2, 11 Ventnor Avenue, West Perth WA 6005
West Coast Pictures Pty Ltd, Red Hill Studios, Lot 4, Old Toodyay Road, Red Hill WA 6056
Wildfilm Australia Pty Ltd, 11 Verbena Rd, Willetton WA 6155
Williams, Brian, Productions, 361 Hay St, Perth, W.A. 6000

Tasmania

Di Net Films, 17 Wainea Avenue, Sandy Bay TAS 7005
Film Centre Pty Ltd, 11 Swan Point Esplanade, Paper Beach TAS 7275
Impala Films Pty Ltd, 176a Macquarie Street, Hobart TAS 7000
PDC Films, 322 Liverpool Street, Hobart TAS 7000
Peter McKinley Film and Video Productions, 1 Pargonee Street, Dodges Ferry TAS 7173
Watertight Television Productions, 48-52 Newtown Road, New Town TAS 7008

A.C.T.

Quantum Films, PO Box 3382 Manuka ACT 2603

Overseas

Mr Tony Ginnane, IFM Film Associates Inc., 1328 East Palmer Ave., Glendal USA,
California US 91205

** end of text **

AP765510CR - Actors Etc. (Television) Award 1998

This AIR consolidated award incorporates all amendments up to and including 3 April 2007 (variation [PR976608](#)).

Clauses affected by the most recent amendment(s) are:

[15. Travelling - accommodation - transport](#)

[17. Meal breaks](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on the Commissions own motion
(C No. 21379 of 1998)

Application under Item 49 of part 2 of Schedule 5 of the *Workplace Relations and Other
Legislation Act 1996*

Media, Entertainment and Arts Alliance
(C No. 34578 of 1998)

ACTORS ETC. (TELEVISION) AWARD 1979
(ODN C No. 03593 of 1978)
[Print E0277 [A0003CR]]

Various employees

Entertainment and broadcasting industry

COMMISSIONER WILKS

SYDNEY, 30 JUNE 1998

Allowable award matters.

ORDER

A. Further to the decision issued on 30 June 1998 [Print Q2821] the above award is varied as follows:

1. By deleting all clauses and schedules to the award and inserting the following:

1. TITLE

This award shall be known as the Actors Etc. (Television) Award 1998.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Scope and parties bound
4. Definitions
5. Locality
6. Date the award starts
7. Terms of engagement
8. Rates of pay [PR963149]
9. Superannuation
10. Federal minimum wage [PR963149]
11. Payment of wages
12. Hours of work
13. Overtime and penalty rates
14. Sundays and public holidays
15. Travelling - accommodation - transport [PR976608]
16. Juvenile transport
17. Meal breaks [PR976608]
18. Notice of call times
19. Additional roles
20. Cancellation
21. Postponement
22. Photographs for publicity
23. Wardrobe - makeup
24. Interviews - auditions - screen tests [PR963149]
25. Previous award superseded
26. Dancers
27. Re-voicing
28. Anti-discrimination

Schedule of respondents [F2889]

3. SCOPE AND PARTIES BOUND

- 3.1** This award shall be binding upon the Screen Producers Association of Australia, the employers whose names are set out in the Schedule of Respondents in respect of their employees whether members of the Media Entertainment and Arts Alliance or not; and upon the Media Entertainment and Arts Alliances, its branches, officers and members.
- 3.2** This award shall cover all work (other than that covered by the Actors Television Programmes Awards 1973) done by actors, singers, dancers, variety acts, comperes and other performers (excepting instrumental musicians, who do not speak, sing, act or mime and who could not be classified as a variety act and members of the staff of any employer) and who are employed by an employer for performances capable of transmission by television whether live or recorded by means of film, tape or any other process.
- 3.3** This award shall not apply to the performance of work in or in connection with advertising film of or relating to a cause of a charitable nature. An actor if in doubt as to the bona fide nature of the charity may refer the matter to the Media Entertainment and Arts Alliance.
- 3.4** This award shall apply only to employees employed on a casual basis.

NOTE: The exclusion of members of the staff of any employer from this award is not intended, in the context of current industry practices, to deprive professional performers and extras of work opportunities.

4. DEFINITIONS

- 4.1 Advertising film** means a recording of a performance, whether by film, tape or any other process, which is made for the purpose of advertising.
- 4.2 Call** means an instruction after engagement by the employer to the employee 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 performance covered by this award or for any purpose connected therewith.
- 4.3 Day** means any continuous 24 hour period calculated from the scheduled or actual commencement of a call.
- 4.4 Employee** means any person who is employed under the terms of this award as set out in clause 3.
- 4.5 Engagement** means the aggregate number of calls required of an employee to complete a performance.
- 4.6 Extras, Crowd extras, Supernumeraries or Walkons** are persons who are part of a crowd, mob, ensemble or atmospheric scenes, and who appear only incidentally or in backgrounds, do not speak dialogue except in the mass and who are in accordance with industry practice not featured provided that the employer may, for the purposes of authenticity invite members of the public in civilian dress to join in a scene and such members of the public shall not be regarded as employees and shall not otherwise be covered by this award.
- NOTE:** The parties agree that it is not their intention to alter existing industry practices existing at the time of commencement of the award and further, that it is not the intention of the employers that the proviso to this subclause shall have the effect of diminishing work opportunities of professional performers and extras.
- 4.7 Interpretation:** Words importing the masculine gender shall be deemed to include females and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.
- 4.8 Juvenile** means an employee under sixteen years of age.
- 4.9 Lead time** means that time between the contracting of an engagement and the commencement of that engagement.
- 4.10 Performer** means an employee of the classification referred to in subclause 3.2 except an extra as defined in subclause 4.6.
- 4.11 Rehearsal** means the work done by an employee in preparation for his performance in the presence of and under the direction of the employer or their representative.

- 4.12 Suitable accommodation** means modern motel type accommodation with bath or shower room and toilet facilities therein and, where possible, unshared.
- 4.13 Supplementary payment** means the amount of payment as prescribed in subclause 8.1 of this award which, when added to the base rate, gives the award rate. Any over award payment shall be reduced by an amount equal to the supplementary payment as adjusted from time to time.

5. LOCALITY

This award shall apply in all States of Australia and its Territories.

6. DATE THE AWARD STARTS

This award shall come into operation on 30 June 1998 for 6 months

7. TERMS OF ENGAGEMENT

- 7.1** The terms of an engagement shall be specified by the employer when the engagement is made, confirmed in writing and forwarded to the employee or his agent not later than five days thereafter, and in any event prior to the commencement of work by the employee on his first call.
- 7.2** The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:
- 7.2.1** the products or services to be advertised, if any, and where possible and practicable, the details of length and number of advertising films;
 - 7.2.2** the intention, if any, to associate the performers image or name with promoting a product or service, including the use of still photographs;
 - 7.2.3** the requirement, if any, to appear nude, semi nude or in sex simulated scenes, including in still photography;
 - 7.2.4** the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes;
 - 7.2.5** a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required.
- 7.3** The minimum payment for work on any day for employees shall be as follows:
- 7.3.1** For the production of advertising films other than “voice only”; “retaking”; a performer post-synchronising another performer’s voice (dubbing) whether in accordance with the provisions of subclause 8.3 of this award or not; or where the performer cannot be identified . . . four hours at the hourly rate prescribed in clause 8 of this award.
 - 7.3.2** For advertising film for “voice only”; “retaking”; where the performer cannot be identified; where a performer post- synchronises another performer’s voice (dubbing) except where the provisions of subclause 8.3 apply; “live” programmes; for films for programmes; for any type of recording made for the purpose of one transmission from a station; for “live” advertising announcements and for any other kind of performance (which shall not include an attendance pursuant to subclause 12.4 of this award) other than that specified in paragraph 7.3.1 hereof . . . two and one half hours of the said hourly rate.

- 7.4** Notwithstanding anything elsewhere contained in this award an employer may deduct payment for any call or part thereof for or during which an employee cannot usefully be employed because of:
- 7.4.1** a strike, or
 - 7.4.2** any other stoppage or interference with work beyond the control of the employer.
- 7.5** Notwithstanding anything elsewhere contained in this award an employer shall have the right to dismiss without notice any employee for malingering, neglect of duty, or misconduct and in the case of such dismissal wages shall be payable up to the time of dismissal only.
- 7.6** As a result of the operation of this award and contracts of employment entered into in the Industry by employees covered by the award, an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 7.7** Recording of an audition or screen test will be used only for private viewing by the employer and or their nominee and will only be retained by the employer for reference purposes.
- 7.8** The performer is to be given the right of approval in the selection of publicity stills involving nude, semi nude or sex simulated scenes.

8. RATES OF PAY

[8 substituted by [R7687 T0902](#); varied by [PR912421](#); substituted by [PR938661](#) [PR951736](#); [PR963149](#) ppc 26Sep05]

8.1 The minimum rates of pay for an employee under this award on or after 26 September 2005, shall be;

Award rate per hour	
\$	
Performer	27.25
Extra	22.95

8.1.1 The rates of pay in Column 3 include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2003* [[PR002003](#)] decision. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

8.1.2 **NOTE:** The said hourly rates have been loaded to include an amount on account of sick leave, annual leave and other such conditions of employment ordinarily enjoyed by employees engaged on a weekly basis.

8.2 The minimum rates of pay for an employee under this award on or after 26 September 2006, shall be;

Award rate per hour	
\$	
Performer	28.20
Extra	23.90

8.2.1 The rates of pay in Column 3 include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2004* [[PR002004](#)] decision. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

8.2.2 **NOTE:** The said hourly rates have been loaded to include an amount on account of sick leave, annual leave and other such conditions of employment ordinarily enjoyed by employees engaged on a weekly basis.

8.3 The minimum rates of pay for an employee under this award on or after 26 September 2006, shall be;

Award rate per hour	
\$	
Performer	29.05
Extra	24.75

8.3.1 The rates of pay in Column 3 include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages June 2005* [[PR002005](#)] decision. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

8.3.2 **NOTE:** The said hourly rates have been loaded to include an amount on account of sick leave, annual leave and other such conditions of employment ordinarily enjoyed by employees engaged on a weekly basis.

9. SUPERANNUATION

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note — [Choice of Superannuation Funds and Award Provisions](#).

9.1 In addition to all other payments provided for by this Award the employer shall make, or cause to be made on the employer's behalf, a superannuation contribution to the Joint Entertainment Superannuation Trust on behalf of each performer (as defined in this clause), equivalent to the amount of three per centum (3%) of the negotiated performance fee.

9.2 Such contributions shall be made no later than thirty (30) days after completion of the engagement in respect of which the contribution is made.

9.3 Notwithstanding the terms of sub-clause 9.1 an employer may discharge its obligations pursuant to this clause by making the payments referred to in sub-clause 9.1 to any other superannuation fund approved by the Insurance and Superannuation Commissioner:

9.3.1 and agreed between the employer and the Media Entertainment and Arts Alliance;
or

9.3.2 approved by the Industrial Relations Commission on the application of the employer;

in lieu of the Joint Entertainment Superannuation Trust.

9.4 A performer, if he is a member of the Joint Entertainment Superannuation Trust and is issued with a membership number, shall if required by his employer, provide to the employer his membership number. Failure to provide the membership number within seven days of the employer's request will delay the contribution by the employer as set out in clause 9.2.

9.5 For the purposes of this clause only:

9.5.1 **Performer means:**

9.5.1(A) a performer as otherwise defined in this Award;

9.5.1(B) who is resident in Australia; and

9.5.1(C) in the case of juvenile performers (as defined in this Award) a juvenile performer who:

9.5.1(C)(1) produces evidence to the reasonable satisfaction of the employer that he or she has previously been engaged as a performer for, either a minimum of six (6) professional engagements or on a total of thirty (30) days, and

9.5.1(C)(2) elects, prior to entering into the contract in respect of which contributions are to be made, to have superannuation contributions made pursuant to this Award;

9.5.2 **Negotiated performance fee** means the amount payable by an employer to an employee for an engagement under this Award:

9.5.2(A) including such overtime, and payment in respect of wardrobe call, retake and post-synchronization work as is negotiated as part of the performance fee prior to the engagement;

9.5.2(B) excluding such overtime, and payment in respect of wardrobe call, retake and post-synchronization work as is not negotiated as part of the performance fee prior to the engagement; and

9.5.2(C) excluding any separate, further or later payment made or agreed to be made or possibly to be made, between the employer and the performer in respect of the extended or continued period of utilization, the extended area of broadcast, or the utilization on additional media, of any advertisement in relation to which the performer is employed.

10. FEDERAL MINIMUM WAGE

[10 substituted by [PR938661](#); [PR951736](#) ppc 16Sep04]

10.1 The Federal Minimum Wage

No employee shall be paid less than the federal minimum wage.

10.2 Amount of Federal Minimum Wage

[10.2.1 varied by [PR963149](#) ppc 16Sep05]

10.2.1 The federal minimum wage for full-time employees not covered by subclause 10.4 [special categories clause], is \$484.40 per week.

10.2.2 Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in subclause 10.2.1.

10.2.3 The Employee shall continue to be entitled to receive the wage rate under clause 8, provided that the employee shall not be paid less than pro rata the minimum wage specified in subclause 10.2.1 according to the number of hours worked.

10.3 How the Federal Minimum Wage Applies to Juniors

10.3.1 The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause 10.3.2 is greater.

10.3.2 The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause 10.2.

10.4 Application of Federal Minimum Wage to Award Rates Calculation

The federal minimum wage:

10.4.1 applies to all work in ordinary hours;

10.4.2 applies to the calculation of overtime and all other penalty rates, superannuation, and for all other purposes of this award;

[10.4.3 substituted by [PR963149](#) ppc 16Sep05]

- 10.4.3** is inclusive of the arbitrated safety net adjustment provided by the *Safety Net Review - Wages May 2003* [[PR002003](#)], the *Safety Net Review - Wages May 2004* [[PR002004](#)] and the *Safety Net Review - Wages June 2005* [[PR002005](#)] decisions and all previous safety net and National Wage adjustments.
- 10.4.4** Increases made under previous national Wage Case Principles or under current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the Federal Minimum Wage.

11. PAYMENT OF WAGES

- 11.1** Payment for work, meal money and payment under clause 15: Travelling - Accommodation - Transport and clause 23: Wardrobe - Make Up, shall be made within seven (7) days following the Saturday of the week in which the work is performed.
- 11.2** Payment under clause 15: Travelling - Accommodation - Transport and clause 23: Wardrobe - Make Up, is conditional on the presentation by the employee of a receipt of the employee's expenditure or equivalent documentation. Failure by the employee to provide this documentation will delay payment by the employer as set out in sub-clause 11.1
- 11.3** Meal money shall be paid to an employee, where practicable on a day to day basis.

12. HOURS OF WORK

- 12.1** An employee shall not be required to work more than eight hours without payment for overtime.
- 12.2** The employee's time of starting shall be the time that the employee is directed to be in attendance by the employer, provided that time taken for application of make-up shall be counted as time worked but removal of make-up shall be in the employee's time, except in the case of full body make-up when thirty minutes shall be allowed for removal of same.
- 12.3** All meal breaks other than tea (smoko) breaks shall be in the employee's time. Tea (smoko) breaks shall be counted as time worked.
- 12.4** If for the purposes of wardrobe the employer directs an employee to attend at a particular place before the commencement of the employee's call, the employer shall pay the employee for each hour or part thereof which the employee so attends for such purposes at the employee's ordinary rate of pay.

13. OVERTIME AND PENALTY RATES

- 13.1** For all time worked in excess of eight hours per day other than on Sunday or public holidays payment shall be made at the rate of time and a half for the first two hours and double time thereafter.
- 13.2** A break of ten clear hours shall be allowed between the cessation of work one day and the commencement of work on the succeeding day provided that work may be performed with the consent of the employee within a period of ten clear hours of the cessation of work or any one day in which case the employee shall be paid a penalty of 100% of his ordinary rate for all time worked until such time as an employee is afforded a ten hour break.
- 13.3** An employee will work such overtime as an employer may reasonably require.
- 13.4** Overtime and penalty rates shall be based on the employee's ordinary rate of pay. Overtime shall not be paid twice for the same time worked and such time shall be paid for to the nearest half hour.

14. SUNDAYS AND PUBLIC HOLIDAYS

14.1 An employee shall be entitled to holidays on the following days:

14.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

14.1.2 the following days, as prescribed in the relevant States, Territories or localities:

Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and

14.1.3 in the Australian Capital Territory, Canberra Day;
in New South Wales, an additional day agreed between MEAA and the employer;
in Victoria, Melbourne Cup Day;
in South Australia, the third Monday in May;
in Western Australia, Foundation Day;
in the Northern Territory, Picnic Day;
in Queensland, Show Day;
in southern Tasmania, Regatta Day;
in northern Tasmania, Recreation Day.

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

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

14.4 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

14.5 Where in a State, Territory or locality public holidays are declared or prescribed on days other than those set out in 14.1, 14.2, 14.3, and 14.4 above, those days shall constitute additional holidays for the purpose of this award.

14.6 An employer, with the agreement of the unions which are parties to this award, may substitute another day for any prescribed in this clause.

14.6.1 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

14.6.2 An agreement pursuant to 14.6.1 shall be recorded in writing and be available to every affected employee.

- 14.6.3** The unions which are parties to this award shall be informed of an agreement pursuant to 14.6.1 and may within seven days refuse to accept it. The unions will not unreasonably refuse to accept the agreement.
- 14.6.4** If a union, pursuant to 14.6.3 refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the unions.
- 14.6.5** If no resolution is achieved pursuant to 14.6.4, the employer may apply to the Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and the unions an opportunity to be heard, the Commission will determine the application.
- 14.7** An employee required to work on any of the said public holidays shall be paid at the rate of double time and one half for all work performed on that day:
- 14.7.1** New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 14.7.2** the following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
- 14.7.3** in the Australian Capital Territory, Canberra Day;
- 14.8** All work performed on Sundays (not being a public holiday) shall be paid for at the rate of double time.

15. TRAVELLING - ACCOMMODATION - TRANSPORT

15.1 An employee required by the employer to travel will be reimbursed up to the actual cost of an economy class airfare or equivalent to their destination or if to location then to the terminal nearest the location or location accommodation.

This provision will not apply where the employer provides the transport.

15.2 An employee required to stay away overnight from his or her place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.

[15.3 substituted by [R7687](#); [T0902](#) ppc 10Jun00; varied by [PR912421](#) [PR938661](#) [PR951736](#) [PR963149](#); [PR976608](#) ppc 03Apr07]

15.3 An employee when travelling during meal breaks shall either be provided with a satisfactory meal or paid an allowance of \$13.90 for breakfast, \$15.60 for lunch and \$23.90 for dinner.

15.4 Where it is impracticable for an employee to be at his or her usual place of residence because he/she commences or finishes work at a time when the normal means of regular public transport are unavailable to take the employee to or from his or her usual residence; the employee shall be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation or the employer makes arrangements in accordance with sub-clause 15.7.

15.5 An employee required by the employer to perform an engagement either interstate from his or her ordinary place of residence or at a location which involves travelling a like or similar distance the employee will be reimbursed the actual cost of an economy class airfare or equivalent. This provision will not apply where the employer provides the transport.

15.6 An employee required by the employer to stay overnight from his or her place of residence will be reimbursed the cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision will not apply where the employer provides transport.

15.7 An employee not required to stay away overnight from his place of residence shall be provided with taxi or private automobile transport either way as relevant between his place of residence and the place of work or paid the cost of same in any of the following circumstances:

15.7.1 when the employee's work commences before 7.00 a.m. or finishes after 11.00 p.m. and the place of work is not convenient to the nearest means of regular public transport.

15.7.2 when an employee commences or finishes work at a time when the normal means of regular transport is not available within thirty minutes of the employee's commencing or finishing time.

15.8 Where an employee agrees at the request of the employer to use her/his own motor vehicle or motor cycle the employee shall be paid the following allowances:

[15.8.1 varied by [PR912421](#) [PR938661](#) [PR951736](#) [PR963149](#); [PR976608](#) ppc 03Apr07]

15.8.1 Motor car - 85 cents per kilometre.

[15.8.2 varied by [PR912421](#) [PR938661](#) [PR951736](#) [PR963149](#); [PR976608](#) ppc 03Apr07]

15.8.2 Motor cycle - 41 cents per kilometre.

16. JUVENILE TRANSPORT

Where the performer is less than 16 years of age and unattended by an adult the employee shall be reimbursed the actual cost of suitable transport between his or her place of residence and the place of work where requested by the employee.

This provision wil not apply where the employer provides suitable transport.

17. MEAL BREAKS

[17.1 substituted by [R7687](#); [T0902](#) ppc 10Jun00; varied by [PR912421](#) [PR938661](#) [PR951736](#) [PR963149](#); [PR976608](#) ppc 03Apr07]

- 17.1** An employee engaged for five hours or more shall be entitled to a meal break of forty-five (45) minutes in the case of indoor work and of thirty (30) minutes in the case of outdoor work to be taken at the employer's discretion not earlier than three hours nor, subject to the proviso hereinafter contained, later than five hours from the commencement of the employee's work provided that where in the opinion of the employer the work on which the employee is engaged can be completed within five and one-half hours from the commencement of the employee's work, the meal break may be postponed until not later than the expiration of such period of five and one-half hours. Should an employee be required to continue working for not less than two hours after s/he has completed eight hours work on that day, the employee shall be entitled to a second meal break to commence not later than ten hours from the commencement of the employee's work on that day and s/he shall also be entitled at the employee's option to be supplied with a meal or be paid the sum of \$13.90 in lieu thereof.
- 17.2** All meal breaks other than tea (smoko) shall be in the employee's own time. Each employee shall be allowed a tea break or smoko of ten minutes duration during each four-hour period of work in the employer's time.

18. NOTICE OF CALL TIMES

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

19. ADDITIONAL ROLES

Where it becomes necessary for a performer to play any role other than that for which he was originally engaged and which additional role may or may not involve the speaking of dialogue he shall receive additional payment at the minimum rate of pay prescribed herein for each such additional role.

20. CANCELLATION

- 20.1** Where a call is cancelled at a time closer to the engagement than half the lead time or within 5 days of the engagement, whichever is the longer, the performer shall be paid 50% of the ordinary rate applicable to the completed engagement provided that the minimum payment to an extra under this subclause shall be 100% the ordinary rate applicable to his minimum call.
- 20.2** Any call cancelled and which is not regulated by the preceding subclause may be cancelled without payment.

21. POSTPONEMENT

21.1 A call may be postponed without payment if three days notice is given, or if the postponement is the result of late arrival or non-attendance of an employee under this award.

21.2 Postponement which is the result of unsuitable weather conditions for the filming of a particular call shall attract:

21.2.1 For performers:

21.2.1(a) no payment for the first such postponement;

21.2.1(b) payment of 25% of ordinary rates for the second, fourth, sixth, etc. such postponement;

21.2.1(c) payment for 50% of ordinary rates for the third, fifth, seventh, etc. such postponement.

21.2.2 For extras:

21.2.2(a) no payment for the first such postponement;

21.2.2(b) a minimum payment of 100% of the extra's ordinary rate for subsequently postponed calls;

21.3 Any postponement otherwise than in accordance with the above provisions shall for performers be with payment of 50% of the ordinary rate applicable to the postponed call and for extras be with a minimum payment of 100% of the extra's ordinary rate for the postponed call.

22. PHOTOGRAPHS FOR PUBLICITY

- 22.1** An employee if so directed by the employer shall be available during working hours for the taking of still photographs to be used by the employer for programme publicity. Alternatively, at the employer's discretion the employer may use for programme publicity still photographs of an employee taken from a film telerecording, kinescope or like recording of the performance in which the employee has performed work.
- 22.2** The employee concerned shall not be entitled to any payment in respect of such photographs.

23. WARDROBE - MAKEUP

23.1 Where an employer requires an employee to provide any properties, wigs, footwear and articles of clothing not possessed by the employee and any article of clothing or footwear peculiar to any trade, calling, occupation or sport the employee will be reimbursed up to the actual cost to the employee of providing these items. This provision will not apply where the employer provides these items.

23.2 Where an employer requires an employee to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the employee may be required to provide such wardrobe if it is already in his or her possession.

In the event that such wardrobe is not in the employee's possession, the employee will be reimbursed up to the actual cost to the employee of providing the items. This will not apply where the employer provides such items.

23.3 The employer will reimburse the employee for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage except where the damage is the result of the default of the employee. This provision will not apply where the employer maintains or replaces wardrobe as required.

23.4 Where the employer requires the employee to appear in make-up the employee will be reimbursed by the employer the actual cost of providing the make-up. This provision will not apply where the employer provides make-up.

24. INTERVIEWS - AUDITIONS - SCREEN TESTS

24.1 Employees shall have specified to them the time and nature of attendance required (interview, audition, screen test).

24.2 None of the provisions of this award apart from this clause shall apply to a person engaged solely for an interview, audition or screen test.

[24.3 substituted by [R7687 T0902](#); varied by [PR912421](#); substituted by [PR938661](#) ppc 16Sep03; varied by [PR951736](#); [PR963149](#) ppc 16Sep05]

24.3 Minimum rates of pay for screen tests shall be \$52.59 or \$43.65 if visual only.

24.4 No payment need be made for the first interview or audition.

25. PREVIOUS AWARD SUPERSEDED

This award supersedes the Actors, Etc. (Television) Award 1979 to which the parties hereto were parties, but no right obligation or liability already accrued or incurred shall hereby be affected.

26. DANCERS

- 26.1** A thirty minute "warm-up" period prior to the commencement of work will be counted as time worked.
- 26.2** A rest break of no less than ten minutes per hour shall be granted during all rehearsal/film periods.
- 26.3** This clause applies only in circumstances where professional dancers are engaged as such to perform choreographed or unchoreographed dance to a level normally expected of a professional dancer.

27. RE-VOICING

27.1 In other than advertising programs or films:

27.1.1 Subject to paragraph (ii) hereof, an employer shall have the right to revoice an employee's voice in any language, other than the English language.

27.1.2 An employer shall have the right to revoice an employee's voice in the English language provided that:

27.1.2(1) the words used are identical where practicable to those spoken by the employee; and

27.1.2(2) no re-voicing shall occur the effect of which would be to lower the employee's professional standing; and

27.1.2(3) the employer shall give the employee the first opportunity to revoice his/her performance unless after making best endeavours, the employer is unable to locate the employee in Australia within 14 days of the time the decision to revoice is made by the employer, and the employer shall only proceed to revoice with other than the employee's voice if he/she is not satisfied with the employee's attempt at the re-voicing; or

27.1.2(4) the employer and employee may agree otherwise.

27.1.3 For the purposes of subparagraph (ii)(A), the expression "words used are identical" shall include words in another accent of the English language.

27.1.4 The provisos to paragraph (ii) shall only apply in the case of performers.

27.2 Nothing in this clause shall derogate from the employer's right to revoice in advertising programs or films.

28. ANTI-DISCRIMINATION

28.1 It is the intention of the respondents to this award to achieve the principal object in section 3(j) of the *Workplace Relations Act* 1996 through respecting and valuing the diversity of the work force 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, natural extraction or social origin.

28.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

28.3 Nothing in this clause is taken to affect:

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

28.3.2 junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with section 143(1E) of the Act;

28.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

28.3.4 the exemptions in section 170CK(3) and (4) of the Act.

SCHEDULE OF RESPONDENTS

[Schedule of Respondents varied by A0003CR V010 Print F2889 Roping-in Award No. 1 of 1983 ppc 30Aug83]

- Australian Elizabethan Theatre Trust, The, 153 Dowling St, Potts Point, New South Wales.
- Australian National Theatre, 1 Carlton St, Prahran, Victoria.
- Aztec Services Pty Ltd, 289 Flinders Lane, Melbourne, Victoria.
- [F2889] Bridport Advertising Pty Ltd, 76 Bridport St, Albert Park Vic 3206
- Carroll-Fuller Theatres Pty Ltd, Princess Theatre, Melbourne, Victoria.
- [F2889] Cornford Blackett-Smith Productions Pty Ltd, 78 Bridport St, Albert Park Vic 3206
- Dudley Goldman Pty Ltd, G.P.O. Box 5007, Sydney, New South Wales.
- Edgley and Dawe Attractions, c/- His Majesty's Theatre, Hay St, Perth, Western Australia.
- Edgley and Dawe Enterprises, 'Martalup', 254 St George's Tce, Perth, Western Australia.
- Edgley and Dawe Pty Ltd, His Majesty's Theatre, Perth, Western Australia.
- [F2889] Fremantle International Productions Pty Ltd, Suite 3, 2A Waters Rd, Neutral Bay NSW 2089
- General Amusements Pty Ltd, Capitol Theatre, Perth, Western Australia.
- Greater Union Theatres Pty Ltd, State Shopping Block, Market St, Sydney, New South Wales.
- Harry M. Miller Attractions, 647 George St, Sydney, New South Wales.
- Hoyts Theatres Ltd, 600 George St, Sydney, New South Wales.
- Melbourne Theatre Company, 19 Russell St, Melbourne, Victoria.
- Miller, George, Enterprises Pty Ltd, The Music Hall Restaurant, 156 Military Rd, Neutral Bay, New South Wales.
- 'Music for the People Committee', 475 Collins St, Melbourne, Victoria.
- N.L.T. Productions Pty Ltd, 28 Alfred St, Milsons Point, New South Wales.
- Old Tote Theatre, P.O. Box 1, Kensington, New South Wales.
- Palais Theatre Pty Ltd, Esplanade, St Kilda, Victoria.
- Pat Gregory Productions Pty Ltd, 38 Eastern Ave, Kingsford, New South Wales.
- Queensland Theatre Company, c/- S.G.I.O. Theatre, Turbot St, Brisbane, Queensland.
- Rudas Theatrical Organisation, 822 George St, Sydney, New South Wales.
- Tait, J. and N. Comedy Theatre, Exhibition St, Melbourne, Victoria.
- The National Theatre (Incorporated), The Playhouse, 3 Pier St, Perth, Western Australia; excepting in regard to the employment of supernumeraries.
- Williamsons-Edgley Theatres Ltd, Comedy Theatre, Exhibition St, Melbourne, Victoria.

ROPING-IN AWARD NO. 1 OF 1991

[Roping-in Award No. 1 of 1991 inserted by A0003CR V028 Print [J8751](#) from 30Jul91]

1. TITLE

This award shall be known as the Actors (Etcetera) Television (Roping-in No.1) Award 1991.

2. APPLICATION

The award known as the Actors Etc. (Television) Award 1979 shall be binding according to its terms upon Actors Equity of Australia and the employers named in schedule A.

3. DATE OF OPERATION

This award shall come into operation on and from 30 July 1991 and shall remain in force for a period of six months.

SCHEDULE A

THE CHIEF EXECUTIVE ABOVE THE LINE ADVERTISING 41A THE CORSO
MANLY 2095

THE CHIEF EXECUTIVE ABRAHAMS HARMAN ADVERTISING 8 BERRY STREET
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE ABRAXAS MARKETING COMMUNICATIONS 2ND FLOOR,
49-51 FALCON STREET CROWS NEST 2065

THE CHIEF EXECUTIVE ADBIZ SUITE 106, 30 COWPER STREET PARRAMATTA
2150

THE CHIEF EXECUTIVE ADCELL 103/105 SHEPHERS STREET CHIPPENDALE 2008

THE CHIEF EXECUTIVE ADCO ADVERTISING PTY LTD 13 MOBBS LANE
CARLINGFORD 2118

THE CHIEF EXECUTIVE ADDYMAN COLES MUNRO 511 PACIFIC HIGHWAY
CROWS NEST 2065

THE CHIEF EXECUTIVE ED/EPT ADVERTISING PTY LTD 80 MOUNT STREET
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE AD/LOCUM 27 WILLOUGHBY ROAD CROWS NEST 2065

THE CHIEF EXECUTIVE THE ADMINISTRY SUITE 71, CHATSWOOD VILLAGE 47
NERIDAH STREET CHATSWOOD 2067

THE CHIEF EXECUTIVE ADVENTORS 2 HOLT STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE ADVERTISING & RESEARCH CO UNIT 7 757 OLD SOUTH
HEAD ROAD VAUCLUSE 2030

THE CHIEF EXECUTIVE ADVISION SUITE 36-37, AUSTRALIAN BUILDING
FITZMAURICE STREET WAGGA WAGGA 2650

THE CHIEF EXECUTIVE DICK ASH DESIGNS PO BOX 888 BYRON BAY 2481

THE CHIEF EXECUTIVE ATARAXIA ADVERTISING PTY LTD 58 RAGLAN STREET
MANLY 2095

THE CHIEF EXECUTIVE AUBURN ADVERTISING 1ST FLOOR 399 CLEVELAND
STREET REDFERN 2016

THE CHIEF EXECUTIVE GRAHAM AUSTIN PTY LTD 1ST FLOOR 12 WATERS
ROAD NEUTRAL BAY 2089

THE CHIEF EXECUTIVE AUSTRALIAN PROGRESSIVE MARKET APM
CONSULTING GROUP 108 ALEXANDER STREET CROWS NEST 2065

THE CHIEF EXECUTIVE B.A.L. MARKETING RADIO CENTRE TAMWORTH 2340

THE CHIEF EXECUTIVE BALTINOS DAVEY ADVERTISING 134 MILITARY ROAD
NEUTRAL BAY 2089

THE CHIEF EXECUTIVE BEEMAN MAYRHOFER STOTT PTY LTD 6 LAMBERT
STREET CREMORNE 2090

THE CHIEF EXECUTIVE BELGIOVANE ATKINSON & MOSES ADVERTISING PTY
LTD 439 HARRIS STREET ULTIMO 2007

THE CHIEF EXECUTIVE WAYNE BELL & ASSOCIATES 20 MANNING ROAD WEST
KILLARA 2071

THE CHIEF EXECUTIVE PAUL BENNETT CREATIVE CONSULTANCY PTY LTD 51 -
53 CHANDOS STREET ST LEONARDS 2065

THE CHIEF EXECUTIVE BERRY'S CREATIVE PTY LTD CNR 160 MILITARY ROAD
& YOUNG STREET NEUTRAL BAY 2089

THE CHIEF EXECUTIVE BETTERIDGE STANNARD & ROSE P/L 83 WALKER
STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE BIG ISLAND MARKETING PTY LTD SUITE 31 22 DARLEY
ROAD MANLY 2095

THE CHIEF EXECUTIVE THE BILLY BLUE GROUP THE GRANDSTAND CNR
MILLER & RIDGE STS NORTH SYDNEY 2060

THE CHIEF EXECUTIVE BLAIR MARCOM 5 LISA CRESCENT CASTLE HILL 2154

THE CHIEF EXECUTIVE BLAKE ADVERTISING PTY LTD 55 GROSVENOR STREET
NEUTRAL BAY 2089

THE CHIEF EXECUTIVE KEITH BLANKET & ASSOCIATES P/L TOP FLOOR 19
GROSVENOR STREET NEUTRAL BAY 2089

THE CHIEF EXECUTIVE CMS ADVERTISING 11 RIDGE STREET NORTH SYDNEY
2060

THE CHIEF EXECUTIVE COGENT MANAGEMENT PTY LTD 7 BAKERY MEWS 67
WANGANILLA STREET BALGOWLAH 2093

THE CHIEF EXECUTIVE COMMENT MARKETING PTY LTD SUITE 22, 181
CLARENCE STREET SYDNEY 2000

THE CHIEF EXECUTIVE COMMERCIAL & INDUSTRIAL ADVERG 188 PACIFIC
HIGHWAY GREENWICH 2065

THE CHIEF EXECUTIVE COMMUNICATIONS PLUS 17 BARRABOOKA STREET
CLONTARF 2093

THE CHIEF EXECUTIVE CONROY PARTNERS PTY LTD 272 PACIFIC HIGHWAY
CROWS NEST 2065

THE CHIEF EXECUTIVE THE CONSULTANCY GROUP THE CONSULTANCY PTY
LTD 99 VICTORIS STREET POTTS POINT 2011

THE CHIEF EXECUTIVE COOK, WAKE & ASSOCIATES P/L 42 RAWSON AVENUE
BONDI JUNCTION 2022

THE CHIEF EXECUTIVE CORDYNE MARKETING SERVICES 200 PITTWATER
ROAD MANLY 2095

THE CHIEF EXECUTIVE NADIA COROLLA DESIGN LEVEL 1 196 WILLIAM
STREET EARLWOOD 2206

THE CHIEF EXECUTIVE CREATA PROMOTION UNIT 6 11 PACKARD AVENUE
CASTLE HILL 2154

THE CHIEF EXECUTIVE THE CREATIVE CONNECTION 52 POST OFFICE ROAD
GLENORIE 2157

THE CHIEF EXECUTIVE CREATIVE IDEAS ADVERTISING PTY LTD SUITE 2 100
MARKET STREET WOLLONGONG 2500

THE CHIEF EXECUTIVE CREATIVE SALES PTY LTD 11 RIDGE STREET NORTH
SYDNEY 2060

THE CHIEF EXECUTIVE CREATIVE TAKEAWAY 39 DUDLEY STREET
HABERFIELD 2045

THE CHIEF EXECUTIVE CROCUS ADVERTISING PTY LTD 9 NAPIER STREET
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE CROSSWORDS ADVERTISING PTY LTD 7TH FLOOR 35
CHANDOS STREET ST LEONARDS 2065

THE CHIEF EXECUTIVE DAVIS GREEN ADVERTISING 110 CATHEDRAL STREET
WOOLLOOMOOLOO 2011

THE CHIEF EXECUTIVE DAVIS JACKSON MARKETING GROUP 2ND FLOOR 20
FALCON STREET CROWS NEST 2065

THE CHIEF EXECUTIVE DDI ADWORKS/FILMWORKS 18 MITCHELL STREET
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE DE WEAVER INTEGRATED ADVERTISG SUITE 9, 2ND
FLOOR 20 YOUNG STREET NEUTRAL BAY 2089

THE CHIEF EXECUTIVE DIRECT ADVERTISING PTY LTD 63 RAILWAY PARADE
LEURA 2781

THE CHIEF EXECUTIVE DONOVAN & MCALPINE ADVERTISING & DESIGN 8TH
FLR, 221 MILLER STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE PETER DOYLE ADVERTISING 101 MORT STREET
BALMAIN 2041

THE CHIEF EXECUTIVE DSP MARKETING 114 CATHEDRAL STREET
WOOLLOOMOOLOO 2011

THE CHIEF EXECUTIVE ENTERPRISE MARKETING PTY LTD 532 MILITARY ROAD
MOSMAN 2088

THE CHIEF EXECUTIVE FACE 1081 MILLER STREET PYRMONT 2009

THE CHIEF EXECUTIVE FAME 53-55 HERBERT STREET ARTARMON 2064

THE CHIEF EXECUTIVE FINANCIAL & CORPORATE RELATIONS PTY LTD 46
YORK STREET SYDNEY 2000

THE CHIEF EXECUTIVE FITZGERALD & PARTNERS 11TH FLOOR 75 MILLER
STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE FLAKELAR MCLAREN & ASSOCIATES 4TH FLOOR 645
HARRIS STREET ULTIMO 2007

THE CHIEF EXECUTIVE THE FLANAGAN AGENCY 5TH FLOOR 200 PACIFIC
HIGHWAY CROWS NEST 2065

THE CHIEF EXECUTIVE FLETT HENDERSON & ARNOLD LEVEL 4, 20 ALFRED
STREET, MILSONS POINT 2060

THE CHIEF EXECUTIVE FORUM ADVERTISING PTY LTD KURRABA ROAD
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE FOXY ADVERTISING PTY LTD 3RD FLOOR 118 REDFERN
STREET REDFERN 2016

THE CHIEF EXECUTIVE FREEMAN & MCMANUS ADVERTISING & MARKETING
SERVICES PTY LTD 125 BLUES POINT ROAD MCMAHONS POINT 2060

THE CHIEF EXECUTIVE THE FRONTLINE MARKETING GROUP 61 HUME STREET
CROWS NEST 2065

THE CHIEF EXECUTIVE DAVID FROST ADVERTISING PTY LD 115 MILITARY
ROAD NEUTRAL BAY 2089

THE CHIEF EXECUTIVE GAS ADVERTISING GPO BOX 4513 SYDNEY 2001

THE CHIEF EXECUTIVE GRAPHIC ASSOCIATES (NSW) P/L UNIT 2 44 VICTORIA
STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE GRAY MATTER COMMUNICATIONS P/L SUITE 1 51
SPRING STREET BONDI JUNCTION 2022

THE CHIEF EXECUTIVE GRIFFIN ADVERTISING 116 ALEXANDER STREET
CROWS NEST 2065

THE CHIEF EXECUTIVE HALE & COLLINS ADV. PTY LTD 52 HARBOUR STREET
MOSMAN 2088

THE CHIEF EXECUTIVE HARRISON COMMUNICATIONS 36 BYDOWN STREET
NEUTRAL BAY 2089

THE CHIEF EXECUTIVE HAWKINS, GRANT & ASSOCIATES LEVEL 2 2-4 PACIFIC
HIGHWAY ST LEONARDS 2065

THE CHIEF EXECUTIVE THE HELLMUM ADVERTISING ART P/L 14 RYDE ROAD
GORDON 2072

THE CHIEF EXECUTIVE HENDERSON FOORD ADVERTISING GATEWAY COURT
SUITE 14, 81-91 MILITARY ROAD NEUTRAL BAY 2089

THE CHIEF EXECUTIVE HERO COMMUNICATIONS 1ST FLOOR 463 HARRIS
STREET ULTIMO 2007

THE CHIEF EXECUTIVE HORNIAC & CANNY 1 BARRACK STREET SYDNEY 2000

THE CHIEF EXECUTIVE HORWATH FRANCHISING SERVICES 307 PITT STREET
SYDNEY 2000

THE CHIEF EXECUTIVE HUGHSON ISLES ADVERTISING 163 BROUGHAM STREET
WOOLLOOMOOLOO 2011

THE CHIEF EXECUTIVE HULSBOSCH & ASSOCIATES PTY LTD LEVEL 1 3 WEST
STREET NORTH SYDNEY 2060

THE CHIEF EXECUTIVE INFORM PROMOTIONS PTY LTD 6-8 CLARKE STREET
CROWS NEST 2065

THE CHIEF EXECUTIVE IN HAUS PRODUCTIONS 76 AURELIA STREET
TOONGABBIE 2146

THE CHIEF EXECUTIVE INTERACTIVE MARKETING 116 ALEXANDER STREET
CROWS NEST 2065

THE CHIEF EXECUTIVE JIGSAW MARKETING 2 SPIT ROAD SPIT JUNCTION 2088

THE CHIEF EXECUTIVE KAZOO 50 GLENMORE ROAD PADDINGTON 2021

THE CHIEF EXECUTIVE K & D BOND INTERNATIONAL P/L 4TH FLOOR 367 KENT
STREET SYDNEY 2000

THE CHIEF EXECUTIVE KWIKASAIR DIRECT MARKETING SERVICES 75-83
O'RIORDAN STREET ALEXANDRIA 2015

THE CHIEF EXECUTIVE LAGAN & LAW ADVERTISING LEVEL 2 279 PACIFIC
HIGHWAY CROWS NEST 2065

THE CHIEF EXECUTIVE FRANK LEE MEDIA PRODUCTIONS PTY LTD 117
MANDALONG ROAD MANDALONG 2264

THE CHIEF EXECUTIVE LEONARD & ROSE ADVERTISING 113 UNION STREET
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE THE LEVITA GROUP 1ST FLOOR 233 MILITARY ROAD
CREMORNE 2090

THE CHIEF EXECUTIVE LINDLEY MITCHELL PTY LTD CLOCK TOWER SQUARE
55 HARRINGTON STREET SYDNEY 2000

THE CHIEF EXECUTIVE LOBWELL PTY LTD 218 DARLING STREET BALMAIN
2041

THE CHIEF EXECUTIVE LOOK ADVERTISING 46 NICHOLSON STREET ST
LEONARDS 2065

THE CHIEF EXECUTIVE MCKEON & FOWLER & LEGGAT ADV. 451 WILLOUGHBY
RD WILLOUGHBY 2065

THE CHIEF EXECUTIVE MCMURTRY, SHERBON, VARTON & PARTNERS 5TH
FLOOR, 110 MOUNT ST NORTH SYDNEY 2060

THE CHIEF EXECUTIVE JOHN FREDERICK MAHER 1/832-834 MILITARY ROAD
MOSMAN 2088

THE CHIEF EXECUTIVE MAINSTAY COMMUNICATIONS GROUP 69 CHANDOS ST
ST LEONARDS 2065

THE CHIEF EXECUTIVE MARKET RESEARCH PTY LTD 363A PITT ST SYDNEY
2000

THE CHIEF EXECUTIVE MARKETING SOLUTIONS/ADVERT 80 PHILLIP ST
PARRAMATTA 2150
THE CHIEF EXECUTIVE MARSHALL CUTTING 4-6 EDEN ST CROWS NEST 2065
THE CHIEF EXECUTIVE M.H. ADVERTISING PTY LTD 33 CHERYL CRESCENT
NEWPORT BEACH 2106
THE CHIEF EXECUTIVE HARRY M. MILLER & CO.MANAGMT. PO BOX 313 KINGS
CROSS 2011
THE CHIEF EXECUTIVE MITCHELL GREENAWAY ADVERTISING 3A ROSEVILLE
AVE ROSEVILLE 2069
THE CHIEF EXECUTIVE MS TELEMARKETING 680 WILLOUGHBY RD
WILLOUGHBY 2068
THE CHIEF EXECUTIVE MYRIAD COMMUNICATIONS LEVEL 2 270 PACIFIC
HIGHWAY CROWS NEST 2065
THE CHEIF EXECUTIVE NEXUS ADVERTISING GROUP P/L 160 SAILORS BAY RD
NORTHBRIDGE 2063
THE CHIEF EXECUTIVE NOVENA MARKETING 38 LLEWELLYN ST
MEREWETHER 2291
THE CHIEF EXECUTIVE CHRISTOPHER O'CONNOR & ASSOC. 21 WEST ST NORTH
SYDNEY 2060
THE CHIEF EXECUTIVE OMON 33 BARR ST BALMAIN 2041
THE CHIEF EXECUTIVE PEACH NORRIS PR 51/125 BULL STREET NEWCASTLE
2302
THE CHIEF EXECUTIVE PIERCE MCDOWELL DESIGN MNG P/L 41 MILITARY RD
NEUTRAL BAY 2089
THE CHIEF EXECUTIVE PFK BANKS 8TH FLOOR 234 SUSSEX ST SYDNEY 2000
THE CHIEF EXECUTIVE POLYMEX CONSULTANTS 63 YORK ST SYDNEY 2000
THE CHIEF EXECUTIVE POMEROY FRERE THOMAS LEVEL 1 21 GLEN ST
MILSONS POINT 2061
THE CHIEF EXECUTIVE PRECISION MARKETING PTY LTD 115 UNION ST NORTH
SYDNEY 2060
THE CHIEF EXECUTIVE PROMAD ASSOCIATES PTY LTD SUITE 8 211 BEN BOYD
RD NEUTRAL BAY 2089
THE CHIEF EXECUTIVE PUSHPEN STUDIO 63 VICTORIA ST MCMAHONS POINT
2060
THE CHIEF EXECUTIVE QUADRANT ADVERTISING PTY LTD 63 SYDNEY RD
MANLY 2095
THE CHIEF EXECUTIVE RABIN PTY LTD 42 SPENCER RD CREMORNE 2090
THE CHIEF EXECUTIVE RAPONI ADVERTISING PTY LTD 1 O'BRIENS LANE
DARLINGHURST 2010
THE CHIEF EXECUTIVE RAPP & COLLINS PTY LTD 7TH FLOOR 76 BERRY ST
NORTH SYDNEY 2060
THE CHIEF EXECUTIVE ROWAN CO-AD PTY LTD 1ST FLOOR 77 BERRY ST
NORTH SYDNEY 2060
THE CHIEF EXECUTIVE SASS 88 GLEBE POINT RD GLEBE 2037
THE CHIEF EXECUTIVE LEO SCHOFIELD & ASSOCIATES 263 LIVERPOOL ST
EAST SYDNEY 2010
THE CHIEF EXECUTIVE SCHWARZ MARKETING,ADV.& MEDIA 3E/4 HAMPDEN
ST PADDINGTON 2021
THE CHIEF EXECUTIVE SELDON VAN NIEKERK 142 CATHEDRAL ST
WOOLLOOMOOLOO 2011
THE CHIEF EXECUTIVE SIMON RICHARDS GROUP NSW 40 ATCHISON ST ST
LEONARDS 2065

THE CHIEF EXECUTIVE SIMPSON ADVERTISING 15 BRIDGE ROAD HORNSBY
2077

THE CHIEF EXECUTIVE JOHN SINGLETON ADVERTISING 37 ALEXANDRA ST
HUNTERS HILL 2110

THE CHIEF EXECUTIVE JOHN SOMMER & ASSOCIATES 9TH FLOOR 80 ALFRED
ST MILSONS POINT 2060

THE CHIEF EXECUTIVE RICHARD SPEAR PTY LTD 27 WAIMEA RD LINDFIELD
2070

THE CHIEF EXECUTIVE ERIC SPILSTED PTY LTD LEVEL 2 12 WATERS RD
NETURAL BAY 2089

THE CHIEF EXECUTIVE SPONTANEOUS GROWTH & ASSOC. LEVEL 5 200
PACIFIC HIGHWAY CROWS NEST 2065

THE CHIEF EXECUTIVE JAMES STEDMAN ADVERTISING P/L 481 NEW SOUTH
HEAD RD DOUBLE BAY 2028

THE CHIEF EXECUTIVE EMMANUEL STEFANOU & ASSOC. 40 CARNEGIE
CRESCENT NARRABUNDAH 2604

THE CHIEF EXECUTIVE STEWART ADVERTISING PTY LTD 263 LIVERPOOL ST
DARLINGHURST 2010

THE CHIEF EXECUTIVE STONE DAVIES ALLY 47 HUME ST CROWS NEST 2065

THE CHIEF EXECUTIVE STRONG ADVERTISING PTY LTD 308 ABERCROMBIE ST
CHIPPENDALE 2008

THE CHIEF EXECUTIVE TARGETED APPROACH 368 SOUTH DOWLING ST
PADDINGTON 2021

THE CHIEF EXECUTIVE TIFFANY ADVERTISING GROUP P/L LEVEL 14 44
MARKET ST SYDNEY 2000

THE CHIEF EXECUTIVE FRANK TOWSEY MARKETING SERVICE SUITE 51 THE
CHELSEA, 110-116 SUSSEX ST SYDNEY 2000

THE CHIEF EXECUTIVE TREBLE JOHNS & MOORE PTY LTD 65 MILITARY RD
NEUTRAL BAY 2089

THE CHIEF EXECUTIVE TRIAD CREATIVE SERVICES 327 PACIFIC HIGHWAY
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE TROMPO & ASSOCIATES ADVERT. SUITE 2 65 MILITARY
RD NEUTRAL BAY 2089

THE CHIEF EXECUTIVE UNITED NOTIONS ADVERT. P/L 136 BRIDGE RD GLEBE
2037

THE CHIEF EXECUTIVE UP HERE FOR THINKING PTY LTD 49 CROWN ST
WOOLLOOMOOLOO 2011

THE CHIEF EXECUTIVE THE KEITH WILSON AGENCY 295 BROADWAY GLEBE
2037

THE CHIEF EXECUTIVE WINDRED & WINDRED ADVERTISING LEVEL 1 26
CLARKE ST CROWS NEST 2065

THE CHIEF EXECUTIVE WORDS & PICTURES/CREATIVE CONSULTANCY SUITE
3, 80 KITCHENER PDE BANKSTOWN 2200

THE CHIEF EXECUTIVE WORDSWORTH MARKETING SERVICES LEVEL 1 120
PRINCE ALBERT ST MOSMAN 2088

THE CHIEF EXECUTIVE THE WORKS CREATIVE SERVICES 3RD FLOOR 69-75
RESERVOIR ST SURRY HILLS 2010

THE CHIEF EXECUTIVE WUNDERMAN WORLDWIDE 5TH FLOOR 213 MILLER ST
NORTH SYDNEY 2060

THE CHIEF EXECUTIVE XAVIER NELSON GRAPHICS 13 BINNEY RD KINGS PARK
2148

THE CHIEF EXECUTIVE YES ADVERTISING 11/16 CHARLES ST REDFERN 2016

THE CHIEF EXECUTIVE HERBERT YOUNG ADVG PTY LTD 85 GROSVENOR ST WAHROONGA 2076
THE CHIEF EXECUTIVE AD-INFINITUM 2ND FLOOR 103-105 NORTHBOURNE AVE CANBERRA 2600
THE CHIEF EXECUTIVE GREEN ADVERTISING 7-11 BOTANY ST PHILLIP 2606
THE CHIEF EXECUTIVE NATIONAL ADVERTISING & DESIGN STUDIOS 2 MOLONGLO MALL FYSHWICK 2609
THE CHIEF EXECUTIVE ABBOTT ADVERTISING SERVICES 100A GOULD ST FRANKSTON 3199
THE CHIEF EXECUTIVE AdDIMENSION DAVIDSON AUST. 162 ROUSE ST PORT MELBOURNE 3207
THE CHIEF EXECUTIVE AD INFINITUM 153 MILLS ST MIDDLE PARK 3206
THE CHIEF EXECUTIVE ADMAR MARKETING SERVICES P/L SUITE 4 122 GARDENVALE RD GARDENVALE 3185
THE CHIEF EXECUTIVE ADMIX & MARKEING PTY LTD 6/470 GLENFERRIE RD HAWTHORN 3122
THE CHIEF EXECUTIVE THE ADSHOP PTY LTD SUITE 3 305 THOMAS ST DANDENONG 3175
THE CHIEF EXECUTIVE ADVERTISING DEVELOPMENT SERVICES PTY LTD 63 CHETWYND ST NTH. MELBOURNE 3051
THE CHIEF EXECUTIVE THE ADVERTISING GROUP 24 ALBERT ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE ADVERTISING INC. 135 HIGH ST PRAHRAN 3181
THE CHIEF EXECUTIVE ADZ NETWORK 62 CAMBRIDGE ST COLLINGWOOD 3066
THE CHIEF EXECUTIVE ALEXANDRA ADVERTISING PTY LTD 1ST FLOOR, ALEXANDRA BUILDING 288 RUSSELL ST MELBOURNE 3000
THE CHIEF EXECUTIVE AME ADVERTISING PTY LTD CORNER 7-11 HUTTON ST DANDENONG 3175
THE CHIEF EXECUTIVE RAY ANDREWS & ASSOC. PTY LTD 63 STEAD ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE AOA-AUSTRALIA OVERSEAS ADVG 422 COLLINS ST MELBOURNE 3000
THE CHIEF EXECUTIVE ARTVARK CREATIVE 62 CAMBRIDGE ST COLLINGWOOD 3066
THE CHIEF EXECUTIVE ASIA PACIFIC MULTIMEDIA PO BOX 12079 A'BECKETT ST MELBOURNE 3000
THE CHIEF EXECUTIVE ASSOCIATED IDEAS PTY LTD 159 DORCAS ST STH MELBOURNE 3000
THE CHIEF EXECUTIVE AUSTRALIAN INTERSTATE MARKETING PTY LTD 41 MAHONEY'S RD FOREST HILL 3131
THE CHIEF EXECUTIVE THE BANK ADVERTISING PTY LTD 281 BAY ST BRIGHTON 3186
THE CHIEF EXECUTIVE RAY BEATTY ADVERTISING PTY LTD 502/34 QUEENS RD MELBOURNE 3004
THE CHIEF EXECUTIVE AUSTIN BEGG & PARTNERS 24 QUEENS RD MELBOURNE 3004
THE CHIEF EXECUTIVE THE BOOTH AND MIER COMPANY 427 CITY RD STH MELBOURNE 3205
THE CHIEF EXECUTIVE BOB PTY LTD 193 CLARENDON ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE BRAND AID 47 NOTT ST PORT MELBOURNE 3207
THE CHIEF EXECUTIVE BRANN DIRECT MARKETING 14TH FLOOR 499 ST KILDA RD MELBOURNE 3004

THE CHIEF EXECUTIVE BRISTOW & PRENCTICE SUITE 7 25 HAIG ST STH
MELBOURNE 3205

THE CHIEF EXECUTIVE L.L.BROWN ADVERTISING PTY LTD SUITE 4 58 GARDEN
ST STH YARRA 3141

THE CHIEF EXECUTIVE BTB COMMUNICATIONS PTY LTD 70-72 BRIDPORT ST
ALBERT PARK 3206

THE CHIEF EXECUTIVE BUTT, THOMAS ENTERPRISES 87 LITTLE BOURKE ST
MELBOURNE 3000

THE CHIEF EXECUTIVE CANNING COMMUNICATIONS PTY LTD 79-81
PALMERSTON CRES STH MELBOURNE 3205

THE CHIEF EXECUTIVE CHARLTON & CHARLTON 33 QUEENS RD MELBOURNE
3004

THE CHIEF EXECUTIVE CHURCH DIXON HALL ADVERTISING PTY LTD 244
MORAY ST STH MELBOURNE 3205

THE CHIEF EXECUTIVE CLEARIHAN & ASSOCIATES 294A KINGSWAY STH
MELBOURNE 3000

THE CHIEF EXECUTIVE COLEMAN ADVERTISING PTY LTD 91 BRIGHTON RD
ELWOOD 3184

THE CHIEF EXECUTIVE COMMUNICATIONS WORKS 42-44 LITTLE LATROBE ST
MELBOURNE 3000

THE CHIEF EXECUTIVE COMPETITIVE EDGE 430 BURWOOD RD HAWTHORN
3122

THE CHIEF EXECUTIVE THE CONSULTANCY GROUP THE CONSULTANCY PTY
LTD 7 LIMBURNERS WAY PORTSEA 3944

THE CHIEF EXECUTIVE THE CORPORATE PERSONALITY 81 RACECOURSE RD
NTH MELBOURNE 3051

THE CHIEF EXECUTIVE COWAN ADVERTISING 113 WELLINGTON ST WINDSOR
3181

THE CHIEF EXECUTIVE CRANE JENKINS AGENCY 34 EASTERN RD STH
MELBOURNE 3205

THE CHIEF EXECUTIVE CREATIVE COMMUNICATIONS 457 MALVERN RD
SOUTH YARRA 3141

THE CHIEF EXECUTIVE CRESSAID MEDIA 303 MAIN RD BALLARAT 3350

THE CHIEF EXECUTIVE CULTURE CHANGE MANGT. SERVICES 59 BROMBY ST
STH YARRA 3141

THE CHIEF EXECUTIVE PAUL CUSTANCE ART DIRECTION 120 HAYES ST
SHEPPARTON 3630

THE CHIEF EXECUTIVE DARE CONCEPTS - MEDIA CONSULTANTS PTY LTD 111
NOTT ST PORT MELBOURNE 3207

THE CHIEF EXECUTIVE DATA CONNECTION 294 NORMANBY RD STH
MELBOURNE 3205

THE CHIEF EXECUTIVE DCA 45 RAILWAY RD BLACKBURN 3130

THE CHIEF EXECUTIVE DELBRIDGE & PARTNERS SUITE 7, 4TH FLOOR ILLOURA
PLAZA, 424 ST KILDA RD MELBOURNE 3004

THE CHIEF EXECUTIVE DINKUM AD CO. 385 FERRARS ST ALBERT PARK 3206

THE CHIEF EXECUTIVE DIRECT MARKETING GROUP AUST 69 CARLISLE ST ST
KILDA 3182

THE CHIEF EXECUTIVE DON JAMES ADVERTISING PTY LTD 547 WAVERLEY RD
GLEN WAVERLEY 3150

THE CHIEF EXECUTIVE THE DRAWING ROOM PTY LTD 1ST FLOOR 373 BAY ST
PORT MELBOURNE 3207

THE CHIEF EXECUTIVE M C EDWARDS & ASSOCIATES 36 FLOWERDALE RD
GLEN IRIS 3146

THE CHIEF EXECUTIVE ELDORADO ADVERTISING 32 PARK ST STH YARRA 3141
THE CHIEF EXECUTIVE EVERETT & KAMIENKO 1155 MALVERN RD STH YARRA
2144
THE CHIEF EXECUTIVE FAGAN & PARTNERS DIRECT 170 BRIDPORT ST ALBERT
PARK 3206
THE CHIEF EXECUTIVE FINESSE ADVERTISING PTY LTD 499 ST KILDA RD
MELBOURNE 3004
THE CHIEF EXECUTIVE FLETT HENDERSON & ARNOLD UNIT ONE 663 VICTORIA
RD ABBOTSFORD 3067
THE CHIEF EXECUTIVE FORESIGHT MANAGEMENT LEVEL 2 286 TOORAK RD
STH YARRA 3141
THE CHIEF EXECUTIVE FRANCHISE DEVELOPMENTS PTY LTD 474 ST KILDA RD
MELBOURNE 3004
THE CHIEF EXECUTIVE GOUGH & CO RETAIL ADVERTISING 3 WELLINGTON ST
WINDSOR 3181
THE CHIEF EXECUTIVE GRAHAM, TONY & ASSOCIATES SUITE 22 20
COMMERCIAL RD MELBOURNE 3004
THE CHIEF EXECUTIVE GRAPHIC INFLUENCE PTY LTD 284 BAY ST BRIGHTON
3186
THE CHIEF EXECUTIVE HALE & LAWSON PTY LTD ADVERTISING &
MARKETING 185 FARADAY ST CARLTON 3053
THE CHIEF EXECUTIVE HAMBLETON RUFF PTY LTD 255 COVENTRY ST STH
MELBOURNE 3000
THE CHIEF EXECUTIVE HEWARD PARKER & PARTNERS 180 ALBERT RD STH
MELBOURNE 3205
THE CHIEF EXECUTIVE GREGORY HONEYMAN & ASSOCIATES 2ND FLOOR 159
DORCAS ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE BARRY HYNE ADVERTISING PTY LTD 427 MALVERN
RD STH YARRA 3141
THE CHIEF EXECUTIVE I.D. CONSOLIDATED PTY LTD BOX 2093 NTH BRIGHTON
3186
THE CHIEF EXECUTIVE IDEAL MARKETING 1ST FLOOR 424 ST KILDA RD
MELBOURNE 3004
THE CHIEF EXECUTIVE IMR MARKEING SERVICES SUITE 410, 4TH FLOOR 343
LITTLE COLLINS ST MELBOURNE 3000
THE CHIEF EXECUTIVE INDELIBLE LINK 102 CHAPEL ST ST KILDA 3182
THE CHIEF EXECUTIVE IN TOUCH MARKEING & PROMOTIONS 5TH FLOOR 480
ST KILDA RD MELBOURNE 3004
THE CHIEF EXECUTIVE GEORG JANSSEN & ASSOCIATES 59 BROMBY ST STH
YARRA 3141
THE CHIEF EXECUTIVE STEPHEN JUDD ADVERTISING P/L 194 HIGH ST KEW
3101
THE CHIEF EXECUTIVE KILPINGS BUSINESS COMMUNIC.P/L 71 PALMERSTON
CRES STH MELBOURNE 3205
THE CHIEF EXECUTIVE DAVID LANCASHIRE DESIGN 7 NEWRY ST RICHMOND
3121
THE CHIEF EXECUTIVE M H LEFFLER ADVERTISING P/L 18 CAMBRIDGE ST
COLLINGWOOD 3066
THE CHIEF EXECUTIVE LITTMANN MARKETING & ADVERT. HOURSE K2 HENRY
ST PRAHRAN 3181
THE CHIEF EXECUTIVE JAMES MCCULLY ADVERT. PTY LTD 121 MORAY ST STH
MELBOURNE 3205

THE CHIEF EXECUTIVE IAN MADDOCKS & PARTNERS 131 HIGH ST PRAHRAN
3181
THE CHIEF EXECUTIVE MAGNUM OPUS ADVERTISING 157 HIGH ST PRAHRAN
3181
THE CHIEF EXECUTIVE MANALLACK PTY LTD STH YARRA CORPORATE
CENTRE 209 TOORAK RD SOUTH YARRA 3141
THE CHIEF EXECUTIVE MARCOM (VIC) PTY LTD 14 LLEWELLYN PLACE
DOVETON 3177
THE CHIEF EXECUTIVE MARDEGRAS ADVERTISING PTY LTD 22 FLORISTON RD
BORONIA 3155
THE CHIEF EXECUTIVE MARKADD COMMUNICATIONS PTY LTD 185 PEEL ST
NORTH MELBOURNE 3051
THE CHIEF EXECUTIVE M.A.A.M. MARKETING & ADVERT. MANAGEMENT THE
CLIVEDEN, 596 ST KILDA RD MELBOURNE 3004
THE CHIEF EXECUTIVE MARKBY CONLEY HUZZARD 162 ROUSE ST PORT
MELBOURNE 3207
THE CHIEF EXECUTIVE MARKET AUSTRALIA 26 THE AVENUE PARKVILLE 3052
THE CHIEF EXECUTIVE MARQUEE ADVERTISING & MKTG SERVICES 100
DORCAS ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE MATHERS & PARTNERS PINELODGE, WHITEHALL
COURT, TEMPLESTOWE 3106
THE CHIEF EXECUTIVE MAXTED MARKETING 274 THE AVENUE PARKVILLE
3052
THE CHIEF EXECUTIVE MELBOURNE ADV. PARTNERSHIP 205-207 SCOTCHMER
ST FITZROY NORTH 3068
THE CHIEF EXECUTIVE HARRY M MILLER'S SPEAKERS BUREAU & HARRY M
MILLER & CO. 1ST FLOOR BANK ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE MITCHELL & PARTNERS PTY LTD 105 YORK ST STH
MELBOURNE 3205
THE CHIEF EXECUTIVE MONTAGE ADVERT./MONTAGE P/L 321 CAMBERWELL
RD CAMBERWELL 3124
THE CHIEF EXECUTIVE BRIAN MOONEY ADVERTISING 83 CROMER RD
BEAUMARIS 3193
THE CHIEF EXECUTIVE MORE MARKETING SERVICES SUITE 4 17 PAKINGTON
ST ST KILDA 3182
THE CHIEF EXECUTIVE DIGBY NANCARROW PTY LTD 47 NOTT ST PORT
MELBOURNE 3207
THE CHIEF EXECUTIVE OPTIMA ADVERTISING & MARKETING 110 GREVILLE ST
PRAHRAN 3181
THE CHIEF EXECUTIVE O'KEEFE COMMUNICATIONS PTY LTD 47 NOTT ST PORT
MELBOURNE 3207
THE CHIEF EXECUTIVE P.A.N. PRODUCT MARKETING P/L 2 WERE ST BRIGHTON
3186
THE CHIEF EXECUTIVE PEARCE BRIAN & PARTNERS 323 MONTAGUE ST
ALBERT PARK 3206
THE CHIEF EXECUTIVE PIERCE MCDOWELL DESIGN MNGMT 33 DRUMMOND
ST CARLTON 3053
THE CHIEF EXECUTIVE PINK CHAMELEON PTY LTD 224 CLARENDON ST EAST
MELBOURNE 3002
THE CHIEF EXECUTIVE PITTAWAY CREATIVE CONSULTANCY 3/20
COMMERCIAL RD MELBOURNE 3004
THE CHIEF EXECUTIVE THE PRESSURE POINT PTY LTD 203 VICTORIA ST WEST
MELBOURNE 3003

THE CHIEF EXECUTIVE PRICE & PAYNE ADVERTISING 49 RAILWAY RD
BLACKBURN 3130
THE CHIEF EXECUTIVE PRODUCT MANAGEMENT PTY LTD 33 WALSH ST WEST
MELBOURNE 3003
THE CHIEF EXECUTIVE PYM MALCOLM & CO. PTY LTD SUITE 13 456 ST KILDA
ST MELBOURNE 3000
THE CHIEF EXECUTIVE RAPP & COLLINS MELBOURNE 615 ST KILDA ST
MELBOURNE 3004
THE CHIEF EXECUTIVE RAPPORT ADVERTISING CONSULT. 598 WAVERLEY RD
CHADSTONE 3148
THE CHIEF EXECUTIVE RESPONSE COMMUNICATIONS 5 YARRA ST STH
MELBOURNE 3205
THE CHIEF EXECUTIVE RGS COMMUNICATIONS PTY LTD 80 DODDS ST STH
MELBOURNE 3205
THE CHIEF EXECUTIVE RODSTED & ASSOCIATES PTY LTD 5
NORTHUMBERLAND ST STH MELBOURNE 3205
THE CHIEF EXECUTIVE LANCE ROSS ADVERTISING PTY LTD SUITE 38 456 ST
KILDA RD MELBOURNE 3004
THE CHIEF EXECUTIVE SEAN RYAN & ASSOCIATES 45 MANGARR RD
CANTERBURY 3126
THE CHIEF EXECUTIVE SEXTANT ADVERTISING SUITE 7 45 WELLINGTON ST
WINDSOR 3181
THE CHIEF EXECUTIVE SIMON RICHARD GROUP 323-325 MONTAGUE ST
ALBERT PARK 3206
THE CHIEF EXECUTIVE GLEN & GLORIA SMITH ADVERT. 18 QUAINANCE ST
MT. WAVERLEY 3149
THE CHIEF EXECUTIVE SOLTERBECK MARKETING PTY LTD 33 COBDEN ST
NORTH MELBOURNE 3051
THE CHIEF EXECUTIVE RICHARD SPEAR PTY LTD 753 BRUNSWICK ST NORTH
MELBOURNE 3051
THE CHIEF EXECUTIVE STANDISH & THOMSON ADVERT. P/L 9 JOHNSTON ST
PORT MELBOURNE 3207
THE CHIEF EXECUTIVE STEINER BRIGGS & BRIGGS 23 CARDIGAN PL ALBERT
PARK 3206
THE CHIEF EXECUTIVE STEVENS TUKL DAVEY 484 SWAN ST RICHMOND 3121
THE CHIEF EXECUTIVE STOREY DESIGN 81 RACECOURSE RD NORTH
MELBOURNE 3051
THE CHIEF EXECUTIVE SYNTAX ADVERTISING 450 ABBOTSFORD ST NORTH
MELBOURNE 3051
THE CHIEF EXECUTIVE KEITH TANNER ADVERTISING 50 PLUMMER RD
MENTONE 3194
THE CHIEF EXECUTIVE TASK MANAGEMENT SERVICES P/L 607 THE
BOULEVARD HEIDELBERG 3084
THE CHIEF EXECUTIVE TOP CAT ADVERTISING PTY LTD 1761 FERNTREE
GULLY RD FERNTREE GULLY 3156
THE CHIEF EXECUTIVE TRANSBRAFIK PTY LTD 19-21 PICKETT ST DANDENONG
3175
THE CHIEF EXECUTIVE TV MEDIA CONSULTANCY 457 MALVERN RD STH
YARRA 3141
THE CHIEF EXECUTIVE TWENTY FIRST CENTURY SPORTS 472 WILLIAM ST
MELBOURNE 3000
THE CHIEF EXECUTIVE THE UMBERELLA GROUP 161 BANK ST STH
MELBOURNE 3205

THE CHIEF EXECUTIVE V.G. & S. ADVERT. & MARKETING 117 CARDIGAN ST
CARLTON 3053

THE CHIEF EXECUTIVE VISUAL IDENTITY (AUST) P/L 117 FERRARS ST STH
MELBOURNE 3205

THE CHIEF EXECUTIVE WATTS ADVERTISING & MEDIA 9 KEYS ST BEAUMARIS
3193

THE CHIEF EXECUTIVE WEST ADVERTISING (VIC) PTY LTD 12/10 QUEENS RD
MELBOURNE 3004

THE CHIEF EXECUTIVE WHITE MARKETING DESIGN 15 VICTORIA AVE ALBERT
PARK 3206

THE CHIEF EXECUTIVE WILX ADVERTISING 22 WELLINGTON ST ST KILDA 3182

THE CHIEF EXECUTIVE WOLSTONCROFT ADVERT. SERVICES 47 NOTT ST PORT
MELBOURNE 3207

THE CHIEF EXECUTIVE JOHN C WOOD ADVERTISING P/L 321 MOORABOOL ST
GEELONG 3220

THE CHIEF EXECUTIVE THE WOOD CONSULTANCY 20 LANG ST BEAUMARIS
3193

THE CHIEF EXECUTIVE ADVERTISING PLUS 510 SOUTH PINE RD EVERTON 4053

THE CHIEF EXECUTIVE CHARLTON & CHARLONG LEVEL 9, 12 CREEK RD
BRISBANE 4000

THE CHIEF EXECUTIVE CONCEPT COMMUNICATIONS PTY LTD 112 BROOKES
ST FORTITUDE VALLEY 4006

THE CHIEF EXECUTIVE DELL PARTNERSHIP 83 SHERWOOD RD TOOWONG 4066

THE CHIEF EXECUTIVE EXPORT AID PTY LTD 494 STANLEY ST STH BRISBANE
4101

THE CHIEF EXECUTIVE GRANTLEY COGZELL ADVERT. P/L SUITE 1, 414 UPPER
ROME ST BRISBANE 4101

THE CHIEF EXECUTIVE GRAPHCOM ADVERT. PTY LTD 349 CORONATION DRIVE
MILTON 4064

THE CHIEF EXECUTIVE GREENWOOD ADVERT. & MARKETING PTY LTD 2
MAYNEVIEW ST MILTON 4064

THE CHIEF EXECUTIVE I.D. CONSOLIDATED PTY LTD PO BOX 673 MERMAID
BEACH 4281

THE CHIEF EXECUTIVE INSIGHT ART STUDIO 24 CHURCH ST FORTITUDE
VALLEY 4006

THE CHIEF EXECUTIVE JARVIS FIELDING & MORE 1ST FLOOR 50 LEICHHARDT
ST SPRING HILL 4004

THE CHIEF EXECUTIVE LOGAN MEO & WALTERS SUITE B1, 42 BUNDALL RD
SURFERS PARADISE 4217

THE CHIEF EXECUTIVE MCDONALD & MALONEY 24 CHURCH ST FORTITUDE
VALLEY 4006

THE CHIEF EXECUTIVE MCLEAN ADVERTISING PTY LTD 32 BARRY ST SPRING
HILL 4000

THE CHIEF EXECUTIVE ROBERT MAGAN & ASSOC. PTY LTD 17 HENRY ST
SPRING HILL 4000

THE CHIEF EXECUTIVE MAXWELL/COOPER ADCETERA BOUNDARY COTTAGE
494 BOUNDARY ST SPRING HILL 4000

THE CHIEF EXECUTIVE NEXUS NORTH LEVEL 13 NATIONAL MUTUAL TOWER
15 LAKE ST CAIRNS 4870

THE CHIEF EXECUTIVE REALLY USEFUL MEDIA CARRINGTON HOUSE 41
CARRINGTON ST ROSALIE 4064

THE CHIEF EXECUTIVE REVESBY COMMUNICATIONS 282 WICKHAM ST
FORTITUDE VALLEY 4006

THE CHIEF EXECUTIVE SALES RISE 25 MOUNT ST GREENSLOPES 4120
THE CHIEF EXECUTIVE JOHN SINGLETON ADVERTISING SANCTUARY COVE,
MARINE VILLAGE CASEY RD, HOPE ISLAND 4212
THE CHIEF EXECUTIVE TRIMEDIA 99 GREGORY TCE SPRING HILL 4004
THE CHIEF EXECUTIVE ADPOWER MARKETING & AD. SERVICES PTY LTD 16
NORMA ST MILE END 5031
THE CHIEF EXECUTIVE BAKER ADVERTISING & MKT P/L 8 DULWICH AVE
DULWICH 5065
THE CHIEF EXECUTIVE BOTTOMLINE ANGAS MEWS 75A ANGAS STREET
ADELAIDE 5000
THE CHIEF EXECUTIVE BRUER ADVERTISING PTY LTD 262 MELBOURNE ST
NORTH ADELAIDE 5006
THE CHIEF EXECUTIVE MARSHA DEARDEN COMMUNICATIONS 45 GREENHILL
RD WAYVILLE 5067
THE CHIEF EXECUTIVE EDWARDS ADVERTISING 8 THE PARADE NORWOOD
5067
THE CHIEF EXECUTIVE EYECATCHERS CREATIVE SERVICES EDWARD HOUSE 6
EDWARD ST NORWOOD 5067
THE CHIEF EXECUTIVE GAQRNETT BALL ADVERTISING 253 STURT ST
ADELAIDE 5000
THE CHIEF EXECUTIVE GENESIS DIRECT EFFECT 117 WRIGHT ST ADELAIDE
5000
THE CHIEF EXECUTIVE GEOFF HAARSMA ADVERT. SERVICE UNIT 2 74
FULLARTON RD NORWOOD 5067
THE CHIEF EXECUTIVE J.B. JARVIS & ASSOC. PTY LTD 162 FLINDERS ST
ADELAIDE 5000
THE CHIEF EXECUTIVE KATRON CREATIVE 65B SOUTH TERRACE ADELAIDE
5000
THE CHIEF EXECUTIVE MESSENGER & ASSOC. PTY LTD 218 CARRINGTON ST
ADELAIDE 5000
THE CHIEF EXECUTIVE THE ORIGINAL DESIGN CO. 40 MANN TERRACE NORTH
ADELAIDE 5006
THE CHIEF EXECUTIVE CHRISTOPHER RANN & ASSOC. P/L 185 MELBOURNE ST
NORTH ADELAIDE 5006
THE CHIEF EXECUTIVE WUNDERMAN WORLDWIDE 182-184 FULLARTON RD
DULWICH 5065
THE CHIEF EXECUTIVE ABBEY COMMUNICATIONS PTY LTD 15 ALBERT ST
SOUTH PERTH 6151
THE CHIEF EXECUTIVE ADEPT ADVERTISING & PROMOTIONS 1ST FLOOR 442
MURRY ST PERTH 6000
THE CHIEF EXECUTIVE THE MARKETING CENTRE PTY LTD 2 ORD ST WEST
PERTH 6005
THE CHIEF EXECUTIVE MARTIN BILLINGS PTY LTD ADVERTISING &
MARKETING 1ST FLOOR, 115 CAMBRIDGE ST WEST LEEDERVILLE 6007
THE CHIEF EXECUTIVE RYAN VARCOE ADVERTISING 1ST FLOOR 22 OXFORD
CLOSE LEEDERVILLE 6007
THE CHIEF EXECUTIVE\SHOUT 14 PROWSE ST WEST PERTH 6005
THE CHIEF EXECUTIVE STRATAGEM 35 VENTNOR AVE WEST PERTH 6000
THE CHIEF EXECUTIVE TECHNICAL ILLUSTRATORS & CO 12 THELMA ST WEST
PERTH 6005
THE CHIEF EXECUTIVE THE THOMPSON PARTNERSHIP 181 ROBERTS RD
SUBIACO 6008
THE CHIEF EXECUTIVE 303 10 THELMA ST WEST PERTH 6005

THE CHIEF EXECUTIVE AD INFINITIM 153 MILLS ST MIDDLE PARK VICTORIA V
3206
THE CHIEF EXECUTIVE ADVERTISING INC. 135 HIGH ST PRAHRAN VICTORIA V
3181

ROPING IN AWARD NO. 1 OF 1992

[Roping in award No. 1 of 1992 inserted by A0003CR V031 Print [K6059](#) from 18Dec92; varied by A0003CR V033 Print [K6655](#) ppc 10Feb93]

1. TITLE

This award shall be known as the Actors Etc. (Television) (Roping-in No.1) Award 1992.

2. APPLICATION

The Actors Etc. (Television) Award, 1979 (as amended) shall be binding according to its terms upon persons or organisations named in Schedule A as to all their employees whether members of the Media, Entertainment and Arts Alliance or not, and upon the said Media, Entertainment and Arts Alliance, its officers and its members.

3. DATE OF OPERATION

This Award shall operate from 18 December, 1992 and remain in force for a period of six months.

SCHEDULE OF RESPONDENTS

A C Wills TV & Film Productions
6 Leonard Place
Eastwood 2122

A To Z Marketing Services Pty Ltd
602 Pacific Highway
Crows Nest 2065

Above The Line Advertising
226 Condamine St
Balgowlah 2093

Accolade Communications
Rear 585 Military Road
Mosman 2088

Acme Photo Video
47 Herbert Street
St Leonards 2065

Acrorn Film Productions Pty Ltd
354 Highett Street
Richmond 3121

Action Video
26 King William Street
St Leonards 2065

Ad Infinitum Advertising & Marketing
2nd Floor 83 Havelock St
West Perth 6005

Ad Vice Advertising Pty Ltd
295 Kensington Rd
Kensington Park 5068

AD/EPT Advertising Pty Ltd
Level 2 19 Grosvenor St
Neutral Bay 2089

AD/LOCUM
4 Waters Rd
Neutral Bay 2089

ADBIZ
Suite 106, 30 Cowper St
Parramatta 2150

Adcell Pty Ltd
117 Harris St
Pymont 2009

ADCO Advertising Pty Ltd
13 Mobbs Lane
Carlingford 2118

Adcorp Australia (Vic) Pty Ltd
2nd floor
51 Elizabeth Street
Melbourne 3000

Adcorp Productions
87 North Road
Newport 3015

Adlink DDB Needham
1109 Hay St
West Perth 6005

Admarketing Services
Lot 2 Hunter Close
Sapphire 2450

Adrenalin (Media) Pty Limited
50 Strathallen Rd
Northbridge 2063

Adshapers Pty Ltd
Suite 2, 174 Pacific Highway
North Sydney 2060

Advance Video Productions
30 Mapleleaf Street
Eight Mile Plains 4113

Adventure Advertising Pty Ltd
165 Walker St
North Sydney 2060

Advertising Directions Pty Ltd
200 Gillies St
Adelaide 5000

Advertising Professionals
Level 2
24 Falcon Street
Crows Nest 2065

Advorp Australia (Qld) Pty Ltd
Unit 2 54-162 Petrie Terrace
Brisbane 4004

AIS Media
Level 20
60 Albert Road
South Melbourne 3205

Adcorp Australia Pty Ltd
5th Floor - 38 York Street
Sydney 2000

Adfire Advertising
83 Caxton Street
Petrie Terrace 4000

Admak
147A Darby Street
Newcastle 2300

Administration Advertising
112 Cathedral Street
Woolloomooloo 2011

Adrenalin Pty Ltd
32 Richardson St
West Perth 6005

Adventors
2 Holt St
Nth Sydney 2060

Advertising Agency
25 Cheyne Walk
Castlecrag 2066

Advertising Partners Aust Pty Ltd
66 Bay St
Ultimo 2007

Advision
Level 2-387 George St
Waterloo 2017

Agmark Communications Pty Ltd
170 Pacific Highway
Greenwich 2065

Alan Atkinson Advertising &
Enterprises Pty Ltd
Suite 1, 560 Pennant Hills Rd
West Pennant Hills 2125

Alan Duffy Co (Advertising) Pty Ltd
13 Mobbs Lane
Carlingford 2118

Albert Street Productions Pty
18 Brunswick Street
Fitzroy 3065

Aldwych Advertising & Marketing Pty Ltd
1st Floor Willow Chambers
191 Melbourne St
North Adelaide 5006

Alfred Road Films
7/1a Kellett Street
Kings Cross 2011

Alfred Street Productions
59 Grosvenor Road
Lindfield 2070

Alpha Corporate Pty Ltd
33a Albany Street
Crows Nest 2065

AM Studios
3 Caledonia Street
Paddington 2021

AMAP
1356 Pacific Highway
Turramurra 2074

AMB Film Productions
10 East Street
Nowra 2541

Andersen Scott Fagg
15 Station St
Toowoomba 4350

Anderson Rowe Advertising Pty Ltd
11 Liverpool Street
Hobart 7000

Andres Vial Film Productions
304 Miller Street
North Sydney 2060

Andrews Advertising Pty Ltd
456-458 Rocky Point Road
Sans Souci 2219

Andromeda
33 Berry St
Nth Sydney 2060

Anglican Television Society
258 Sailors Bay Road
Northbridge 2063

Animagrafx Pty Ltd
48 St Kilda Road
St Kilda 3182

Animation Allsorts
105/3 Bruce Street
Crows Nest 2065

Anthony Buckley Productions
27A Johnston Cres
Lane Cove 2066

Apocalypse
The Final Word in Post
111-115 Chandos Street
Crows Nest 2065

Aranda Film Productions
40 Bay Street
Brighton 3186

Archangel Australia
60 The Esplanade
Semaphore 5019

Arena Television Productions
422 Blaxland Road
Denistone Heights 2112

Argo Films
5 Baderene Place
East Lindfield 2070

Armory Advertising Pty Ltd
75 Chandos St
St Leonards 2065

Armstrong Advertising
125 Cambridge St
Leederville 6007

Armstrong's Advertising
125 Cambridge St
Leederville 6007

Armstrong's NSW Pty Ltd
4th Floor
117 York Street
Sydney 2000

Arnold-Lester Gregg Advg
8 West Street
North Sydney 2060

Astral Advertising
1 Hall Street
Lyneham 2602

Auburn Advertising
275 Stanmore Rd
Petersham 2049

Ausdrama Pty Ltd
34 Tabalum Road
Balgowlah Hts 2093
Nunawading 3131

Austheatre Film Productions
209 O'Shea Place
Machans Beach 4078

Australasian Film Magazine
257 Coventry Street
South Melbourne 3205

Australian Pacific Films (Cairns)
209 O'Shea Place
Machans Beach 4878

Australian Video Production Pty Ltd
1448 Dandenong Road
Oakleigh 3166

B.A.L. Marketing
Radio Centre
Tamworth 2340
Melbourne 3004

Ball Direct
5th floor
153 Walker Street
North Sydney 2060

Barnett Advertising
Cnr Annie & Arthur Sts
Wickham 2293

Arnold-Lester & Partnership Pty Ltd
1st Floor
165 Fitzroy Street
St Kilda 3182

Arnoul Advertising Pty Ltd
26 The Parade West
Kent Town 5067

Astral Advertising Pty Ltd
158 Woods St
Mackay 4741

Audio Visual Resources
Unit 4/28 Buffalo Road
Gladesville 2111

Austarama Television Pty Ltd
ATV10 Melbourne
Hawthorn Road

Austin Knight Pty Ltd
6/122 Arthur Street
North Sydney 2060

Australian International Pictures
190 Barton Tce West
North Adelaide 5006

Australian Screen Associates Limited
30 Hillview Road
Mt Lawley 6050

Australian Visual Productions
1/17 Grosvenor Street
Neutral Bay 2089

Badjar
Level 12
380 St Kilda Road

BAM/SSB Advertising Pty Ltd
Level 4 70-86 Riley Street
East Sydney 2011

Bateman Coutts & Bruce Advertising Pty Ltd
10 Soudan Lane
Paddington 2021

BBDO Business Communications
8 Berry Street
North Sydney 2059

Beers/Fry Steiner Advertising
6th Floor
582 St Kilda Road
Melbourne 3004

Big Island
17 Marville Ave
Kingsford 2032

Blue Sky Pictures
46 Monmouth Road
Westbourne Park 5041

Bondi Beach Productions
3/168 Hastings Pde
Bondi 2026

Box Emery & Partners
Advertising Pty Ltd
288 Coventry Street
South Melbourne 3205

Briad TV Film Productions
Suite 3a-493 Elizabeth Street
Surry Hills 2010

Broadcom Australia Limited
303 Castlereagh Street
Sydney 2000

Business Arts Productions Pty Ltd
356 Swan Street
Richmond 3121

Business Video Communications
1/83 Wellington St
Windsor 3181

Butler Did It
2nd Floor
174-178 Willoughby Road
Crows Nest 2065

California Connection
8 Stella Close
East Killara 2071

Beat Films
1 Little Gore Street
Fitzroy 3065

Biddle Ogle Anderson & Co
2/174 Pacific Highway
North Sydney 2060

Bilcock & Copping (Melbourne) Pty Ltd
75-83 High Street
Pahran 3181

Bond Miles Coulter
18 Hotham Street
South Melbourne 3205

Bowtell Clarke & Yole
98 Colin St
West Perth 6005

Bray & Hayes
1/1 Ridge St
North Sydney 2060

Brilliant Films
11/39 Rickley Road
South Yarra 3141

Bruce Hogan Film Services Pty Ltd
37 Stringer Road
Kellyville 2153

Business Media Australasia
117 Reservoir Street
Surry Hills 2010

Business Video Productions Pty Ltd
Suite G4/1-15 Barr Street
Balmain 2041

Caarna Productions
South Stuart Hwy
Alice Springs 0870

Call of the Wild Film Productions
Lot 46 Laitoki Road
Terrey Hills 2084

Camera Systems
508 City Road
South Melbourne 3205

Canberra Media Productions
15 Love St
Flynn 2615

Capriole Productions
58 Lawson Pde
St Ives 2075

Carson Advertising Etcetra
41 Gordon Ave
Hamilton 2303

Catholic Communications Centre
74 Greenwich Road
Greenwich 2065

CCP Pty Ltd
Ocean Grove
Collaroy

Centaur Enterprises Pty Ltd
89 Eddy Road
Chatswood 2067

Central Coast Media Holdings
1st Floor 56 The Entrance Rd
The Entrance 2261

Charatsis Entertainment Corp Pty Ltd
9 Lasscock Ave
Lockleys 5032

Charterhouse Advertising & Marketing
19 Rundle St
Kent Town 5067

Cherrywood Film Production Pty Ltd
9 Latham Street
Ivanhoe 3079

Chiat Day Mojo
33 Broadway
Nedlands 6009

Campbell Advertising Pty Ltd
Suite 517
210 Queens St
Brisbane 4000

Capital Advertising Pty Ltd
8 Townsville St
Fyshwick 2609

Carroll Coudrey Pty Ltd
184 Main St
Kangaroo Point 4169

Catch 95 Pty Ltd
11a Redan Street
Mosman 2088

CB Films
33 Riley Street
Woolloomooloo 2011

Cellar Film Productions
(Aust) Pty Ltd
52 Halstead Street
Caulfield North 3162

Centenary Films
1st Floor
407 Coventry Street
South Melbourne 3205

Chapman & Lester
579 Harris Street
Ultimo 2007

Charlton Group
Charlton House
20 Alfred St
Milsons Point 2061

Chase Midlam Productions
88 Flood Street
Leichhardt 2040

Cherub Pictures
175 Sutherland Street
Paddington 2021

Chiat Day Mojo
339 Military Road
Cremorne 2090

Chiat Day Mojo
69 Shafston Ave
Kangaroo Point 4169

Chiat/Day/Mojo Pty Ltd
55 Southbank Blvd
South Melbourne 3205

Chillingworth Agency
41 Gordon Ave
Hamilton 2303

Christian Television Association of Qld
4th Floor Sinnamon House
24 Little Edward Street
Spring Hill 4000

Cine News Productions
1 Antigua Grove
West Lakes 5021

Cine Service Pty Ltd
235 Moray Street
South Melbourne 3205

Cineco
52 Oxford Street
Paddington 2021

Cinemagic Animated Films Pty Ltd
4 Camira Street
Pymble 2073

Cinematrix
7/27 Church Street
Chatswood 2067

Cinetel Productions Pty Ltd
15 Fifth Ave
Cremorne 2090

Cinevision Aust
71 Stead Street
South Melbourne 3205

City Films Pty Ltd
1st Floor
131 Dundas Place
Albert Park 3206

Classroom Video
Unit 7/81 Frenchs Forest Road
Frenchs Forest 2086

Clemenger Adelaide Pty Ltd
Clemenger House
200 Greenhill Rd
Eastwood 5063

Clemenger Brisbane Pty Ltd
549 Queen Street
Brisbane 4000

Clemenger Direct Response Pty Ltd
120 Pacific Hwy
St Leonards 2065

Clemenger Tasmania Pty Ltd
2 Kelly Steps
Battery Point 7000

Clifton Court Smith Pty Ltd
162 Williams Road
Prahran 3181

Clifton Productions
37 New Beach Road
Darling Point 2027

CMFilms
323 William Street
Perth 6000

Co Media
247 South Road
Mile End 5019

Co-Productions Australia Pty Ltd
19 North Terrace
Hackney 5069

Cocks Production
10 Dunford Street
Willagee 6156

Colin Baker Cinegroup Productions
27 Gerara Street
Engadine 2233

Comcopy Pty Ltd
111 Thistlethwaite Street
South Melbourne 3205

Continuity Productions
2 Barcoola Place
Bayview 2104

Cook Green & Moore Pty Ltd
15 MadKenzie Street
Bendigo 3550

Coral Sea Imagery
10 Clayton Street
Hermit Park 4810

Craig Deane Advertising Pty Ltd
6 Wakeham St
Adelaide 5000

Creative Services Pty Ltd
400 Gilles Street
Adelaide 5000

Curtis Jones & Brown Advertising Pty Ltd
53A Ross St
Glebe 2037

CWFS Advertising Pty Ltd
Level 1
101 William St
East Sydney 2010

Dala St Claire Pty Ltd
55 Commercial Road
South Yarra 3141

David C Douglas Productions
5 Illiliwa Street
Cremorne 2090

David Delaney & Associates Pty Ltd
24 Little Edward St
Spring Hill 4000

Color-Tel Productins
331 Lennox Street
Richmond 3121

Communications & Entertainment Limited
(CEL)
Unit A Enterprise Park
24 College Street
Gladesville 2111

Cook Green & Moore
Cnr Hudson Cres & Dallinger Road
Lavington 2641

Cooke Collins Advg Pty Ltd
281 Sussex St
Sydney 2000

Cown Advertising
113 Wellington Street
Windsor 3181

CREA & M & ACM
4 Waters Road
Neutral Bay 2089

Cult Productions
44 Sailors Bay Road
Northbridge 2063

Curtis Levy Productions
115 Birchgrove Road
Brichgrove 2041

D'Arcy Masius Benton & Bowles Pty Ltd
2/499 St Kilda Road
Melbourne 3004

David Byrne Advertising Pty Ltd
201 Gilbert St
Adelaide 5000

David Colley & Associates
19 Norfolk St
Killara 2071

David Hannay Productions
2 Buckland Street
Broadway 2007

Davis & Chapman Advertising
Level 2
116 Military Rd
Neutral Bay 2089

Day for Night Productions Pty Ltd
4 Keyes Street
Ashburton 3147

DDB Needham Sydney Pty Ltd
76 Berry Street
North Sydney 2060

DDI Adworks/Filmworks
18 Mitchell Street
North Sydney 2060

Dentsu Australia Pty Limited
70 Riley Street
East Sydney 2011

Di Net Films
18 Garth Ave
Sandy Bay 7005

Diehard Productions
10 Belgrave Street
Petersham 2049

Digital Arts Film & Television
3 Milner Street
Hindmarsh 5007

DJ Olney Film & Video Productions
12 Mountain View Road
Mt Eliza 3930

Doorley Buchanan Advertising Pty Ltd
20 Wentworth Ave
East Sydney 2010

Drive Advertising
Suite 47 Chatswood Village
47 Neridah St
Chatswood 2067

Eagle Film & Video Pty Limited
20 Crowley Road
Berowra 2081

Davis Film & Video Productions
Unit 7
81 Frenchs Forest Road
Frenchs Forest 2086

DDB Needham Brisbane Pty Ltd
2nd Floor Revesby House
82 Wickham St
Fortitude Valley 4006

DDB Needham Worldwide Pty Ltd
5th Floor
615 St Kilda Road
Melbourne 3004

Delta Productions
Cnr Gardens Hill Cres & Blake St
Darwin 0800

Derek Keane & Company Pty Ltd
222 Crown Street
Darlinghurst 2010

Digby Duncan Film
50 Denison Street
Camperdown 2050

Directors Film & Video
81A Jeffcott Street
North Adelaide 5006

DMB & B/Weekes Morris Osborn
23 Richards Ave
Surry Hills 2010

Dornau Stainsby Shearn Pty Ltd
Level 11
114 Albert Road
South Melbourne 3205

Dye & Stark Advertising Associates Pty Ltd
241 Given Terrace
Paddington 4064

East Coast Advertising
83 Mount St
North Sydney 2060

Eastway Communication
Suite 109 6-8 Clark Street
Crows Nest 2065

Echo Films Pty Ltd
104 Waratah Street
Haberfield 2045

Edit Point Television & Video Productions
5/170 Montague Road
South Brisbane 4101

Editsweet Pty Limited
Unit 1/42 Essington Street
Mitchell 2911

Electric Shadow Motion Pictures
Suite 44/6 Francis Road
Artarmon 2064

Ellson Productions
36 Beulah Road
Norwood 5067

Empress Road Productions
1/126 Brighton Blvd
Bondi 2026

Enchanted Forest
8 Barr Street
Balmain 2041

Epoch Productions
5/143 Trafalgar Street
Annandale 2038

Excalibur Nominees Pty Ltd
92 Adelaide Street
Fremantle 6160

Extro Design
80A Willoughby Street
Crows Nest 2065

Far North Queensland Film Company
2/26 Corkill Street
Freshwater 4872

Faull Films Pty Ltd
41 Colin Street
Carmneray 2062

Eaton Enterprises
5/12 Boronia Street
Wollstonecraft 2065

Eclectic Films Pty Ltd
114 Glenmore Road
Paddington 2021

Editape Pty Ltd
52 Victoria Street
North Sydney 2060

Edwards Advertising Pty Ltd
8 The Parae
Norwood 5067

Electronic Flicks Video Productions
29 Mitchell Street
McMahons Point 2060

EMIL 1954 Studio
9/9 Pembroke Road
Marsfield 2122

En-Cue Productions
103 Bowman Pde
Bardon 4065

Entity Productions
133 Dowling Street
Woolloomooloo 2011

Equinox Film Productions
1st floor - 165 Walker Street
North Sydney 2060

Explorer Films Australia
1060 Barrenjoey Road
Palm Beach 2108

Eye Spy Production
5 Covelee Circuit
Middle Cove 2068

Fast Forward Media Production
Innovation House
Technology Park
The Levels 5095

FCB/Adelaide
286 Flinders St
Adelaide 5000

Featherstone Films
68 Denison Street
Bondi Junction 2022

FHG Advertising
15/2 Campbell St
Artarmon 2064

Film & Television Institute (WA) Inc
92 Adelaide Street
Fremantle 6160

Film Makers Cairns
166 Hillview Crescent
Whitfield 4870

Film North Productions
4/3 Bishop Street
Stuart Park 0800

Filmsmith
7 Nea Street
Chatswood 2067

Fineline Video Productions
1/137 Moray Street
South Melbourne 3205

Fleur Films Pty Ltd
2d/4 Hampden Street
Paddington 2021

Fontana Films Pty Ltd
17-21 Henderson Street
Turrell NSW 2205

Forest Home Films Pty Ltd
6 Warburton Crt
Beaumont 5066

Fortitude Productions Pty Ltd
1st Floor
Bread House
49 Gregory Terrace
Brisbane 4000

Fraser Film & Video
5/24 Milson Road
Cremorne Point 2090

Ferryman TV Productions Pty Ltd
287 West Street
Camberay 2062

Field & Jones Advertising
231 Miller Street
North Sydney 2060

Film & TV Associates
2nd floor
300 Flinders St
Adelaide 5000

Film Montage Pty Ltd
388 Spencer Street
West Melbourne 3003

Film Partnership & Associates
12 Fifth Street
Black Rock 3193

Financial Response Advertising
183 Ourimbah Rd
Mosman 2088

Finlay Prece Advertising Pty Ltd
34 Crown Street
Woolloomooloo 2011

FM-TV Sound & Vision
Division of FM-TV Australia Pty Ltd
121 Burnley Street
Richmond 3121

Foote
Cone & Belding Pty Ltd
Level 5 - 10 Quay Street
Haymarket 2000

Foster Nunn Loveder
'Kailoa House'
44 Union St
North Sydney 2060

Freehand Films
T/A Tony & Gillian Coote Pty Ltd
31 Bonnefin Road
Hunters Hill 2110

Fridgejam Productions
4 Davies Street
Leichhardt 2040

Frost Advertising Pty Ltd
176 Harbord Road
Brookvale 2100

Garinger Maynard
15 Wallalong Cres
West Pymble 2073

General Advertising Co (Aust) Pty Ltd
Suite 3
2a Darley Street
Darlinghurst 2010

George Patterson (Brisbane) Pty Ltd
459-481 Adelaide St
Brisbane 4000

George Patterson Pty Ltd
107 Mount St
North Sydney 2059

Gillies Press & Ling Pty Ltd
7 Marli Place
3 The Esplanade
St Kilda 3182

GML Film Productions Pty Ltd
83 Willoughby Road
Crows Nest 2065

Golden Dolphin Productions
29 Beach Road
Collaroy 2097

Graham Hansby Advertising Pty Ltd
36 Mitchell Street
Neutral Bay 2089

Great Minds
2 O'Connell St
Parramatta 2150

Green Cape Wildlife Films
63 Beecroft Road
Beecroft 2119

Front Page Productions
T/as Triple F Productions Pty Ltd
6 Nelson Place
South Melbourne 3205

Gable Summertime
190 St Kilda Road
St Kilda 3182

Gary Elias
407-409 King Georges Road
PMB No 1
Beverley Hills 2209

Geoff Oliver Direct
522 Fitzgerald Street
North Perth 6006

George Patterson Pty Ltd
82 East Tce
Adelaide 5000

George Patterson Pty Ltd
394 LaTrobe Street
Melbourne 3000

Glen Joseph Productions
Suite 404 - 9 Bronte Road
Bondi Junction 2022

Gold Coast Video Pty Ltd
4 Worongary Rd
Mudgeeraba 4213

GPP-TV International
83 Willoughby Road
Crows Nest 2065

Graphic Co-ordination Pty Ltd
1st Floor
97 Ashmore Road
Bundall 4217

Great Scott Productions
27 Elizabeth Street
Paddington 2021

Greenwich Video Productions
74 Greenwich Road
Greenwich 2065

Greg Keamy Productions Pty Ltd
137 The Boulevard
Floreat Park 6014

Greg Taylor Productions
82 Inkerman Street
St Kilda 3182

Grey Advertising (NSW) Pty Limited
420 Pacific Highway
Crows Nest 2065

Grundy Entertainment Pty Ltd
27 Church Street
Richmond 3121

Grunert Hero
Suite 1, 1st Floor
250 Pacific Hwy
Crows Nest 2065

Hale Agency Pty Ltd
Level 6/98 Alfred St
Milsons Point 2061

Hammond & Thackeray Pty Ltd
57 Grosvenor St
Neutral Bay 2089

Harris Robinson & Associates
11th Floor NCR House
8-20 Napier Street
North Sydney 2060

Harry Michaels Productions
7 McCabe Place
Willoughby 2068

Hayes & Sjoquist Productions Pty Ltd
7 Malvern Ave
Chatswood 2067

Henderson Foord Advertising
81-91 Military Rd
Neutral Bay 2089

Hertz Walpole Advertising Pty Ltd
38-44 Mountain Street
Ultimo 2007

Greg Russell Advertising Pty Ltd
437 Darling St
Balmain 2041

Grey (Melbourne)
Dalziel Harper & Grey Pty Ltd
4th Floor 470 St Kilda Road
Melbourne 3004

Grey Advertising Canberra
10-12 Townsend Street
Phillip 2606

Grundy Organization Pty Ltd
Grundy House
448 Pacific Hwy
Artarmon 2064

Gulliver Film Productions Pty Ltd
8 Gulliver Street
Paddington 4064

Hambleton Ruff Pty Ltd
255 Coventry Street
South Melbourne 3205

Hand Held Films
67 Dixon Street
Alice Springs 0807

Harrison Cain Advertising
26 Angle St
Balgowlah 2093

Harvie Advertising Pty Ltd
441 St Kilda Road
Melbourne 3004

Heliograph Pty Ltd
80A Queens Street
Woollahra 2025

Herbert Young Advg Pty Ltd
85 Grosvenor St
Wahroonga 2076

Heuristic Video
PO Box 886
Darlinghurst 2010

HiKix
PO Box 675
Dee Why 2099

Holloway & Associates
Oddfellows Hall
51 Darling St
Balmain 2041

Hordern Hutchings Advertising Pty Ltd
1st Floor
51 Walker Street
North Sydney 2060

Hordern Hutchings Pty Ltd
AMP Tower
90 Crown Street
Wollongong 2500

Horizon Films
44 Pakington Street
St Kilda 3182

Horizontal Films
23 Holden Street
North Fitzroy 3068

Hoyts Television Pty Limited
Cnr Epping & Delhi Roads
North Ryde 2113

HRBJ Advertising
Level 5, 200 Pacific Hwy
Crows Nest 2065

HSJ Advertising Pty Ltd
1060 Dandenong Road
Carnegie 3163

Huntingdales Advertising & Marketing
89 Corea St
Sylvania 2224

Huzzah Productions Pty Ltd
16 Albermarie Street
Newtown 2042

Ian Kennon Advertising Pty Ltd
115 Alexander St
Crows Nest 2065

Ian Maddocks & Partners
131 High Street
Pahran 3181

Ian Munro Films
26 Grandview Pde
Mona Vale 2103

Ian Stevens & Associated Pty Ltd
Suite 15/1st Flr Nth Adelaide Village
O'Connell Street
North Adelaide 5006

Idea Advertising Pty Ltd
90 Petrie Terrace
Brisbane 4000

Iguana Films
4 Strathallen Ave
Northbridge 2063

Images Unlimited
2nd floor Trustee House
440 Flinders Street
Townsville 4810
Crows Nest 2065

INCA
Independent Communications Associates Pty
Limited
83 Willoughby Road

Incognito Advertising & Design
34 Sir Thomas Mitchell Rd
Bondi Beach 2026

Ingress Marketing Communications
11 Lancelot Court
Castle Hill 2154

Interact Resource Associates
118 Willoughby Road
Crows Nest 2065

Interactive Video Company
41 Colin
Camberay 2062

Intergroup Advertising Group
15 Mitchell St
McMahons Point 2060

J Walter Thompson Aust Pty Ltd
15th Floor
484 St Kilda Road
Melbourne 3004

Jacobsen International Film & Television
Suite 4/59 Parraween Street
Cremorne 2090

Janina Craig Screen Services Pty Ltd
16 Bridgport Street
South Melbourne 3205

Jequerity
55 Evans Street
Balmain 2041

John Bevins Pty Ltd
37 Nicholson St
Balmain 2041

John C Duval Advertising Pty Ltd
21 Chandos Street
St Leonards 2065

John Greene & Associates Pty Ltd
40 Prospect St
Fortitude Valley 4006

John Regenschini Advertising
458-460 Malvern Road
Prahran 3181

Jollification Cartoon Films
37 Hat Hill Road
Blackheath 2785

Joyride Productions
90 Alexandra Street
East St Kilda 3182

Juniper Films
17 Ocean Street
Woollahra 2025

IQ Productions
219 McCarrs Creek Rd
Church Pt 2105

J Walter Thompson Australia Pty Ltd
234 Sussex Street
Sydney 2000

Jaffa Picture Co
PO Box 261
Willoughby 2068

Jap-Art Productions
1/57 Shellcove Road
Neutral Bay 2089

JMAFilms
Suite 10
307-309 Military Road
Cremorne 2090

John Brockel Productions
4 Abbott St
Cammerray 2062

John Carter Film & Video
4 Jordan Place
Spence 2615

John R Levy Associated Pty Ltd
85 Gouger St
Adelaide 5000

John Swivel Advertising Pty Ltd
Level 2
270 Pacific Hwy
Crows Nest 2065

Jotz Productions
171 Elswick Street
Leichhardt 2040

JSA Productions Pty Ltd
195 Glebe Point Rd
Glebe 2037

Kenyon Castle Productions
319b Penshurst St
Willoughby 2068

Kestrel Productions Pty Ltd
78 Regent Street
Richmond 3121

Kingcroft Australia Pty Ltd
259 Middleborough Road
Box Hill 3128

Kookaburra Productions Pty Ltd
24 Herbert St
Artarmon 2064

Kurrajong Films
PO Box 10
Kurrajong Heights 2758

Langdon Films
RMB 1620 Ourimbah Creek Road
Ourimbah 2258

Lathlean Advertising Pty Ltd
83 Kensington Rd
Norwood 5067

Laurie Tesoriero Television
26 Neil Street
Epping 2121

Leave It To Beaver
327 Moray Street
South Melbourne 3205

Lemac Film & Video
277 Highett Street
Richmond 3121

Leo Burnett Connaghan & May
464 St Kilda Road
Melbourne 3004

Leo Burnett Connaghan & May Pty Ltd
33 Park Road
Milton 4064

Leonardi & Curtis
Advetising Pry Ltd
170 Bridport Street
Albert Park 3206

Kersey Films
119 Union Street
North Sydney 2060

Kevin Jacobsen Promotions
98 Glebe Point Road
Glebe 2037

Kirk Marketing Productions
27 Yalanda Street
Eden Hills 5050

Kulcha Klipz
35 Clifton Street
Waverton 2060

La Tantra Films
33 Waterloo St
Surry Hills 2010

Laramy Productions
3/19 Alexander Street
Coogee 2034

Lawless Enterprises
C/- Post Office
Wollombi 2300

Leki Film & Video
62 Collier Cres
Brunswick West 3055

Lenswork Production
2 Lowing Cl
Forestville 2087

Leo Burnett Connaghan & May Pty Limited
Leo Burnett House
73 Miller Street
North Sydney 2060

Leo Burnett Connaghan & May Pty Ltd
225 Greenhill Rd
Dulwich 5065

Lighthouse Productions Pty Ltd
36 Pennant Hills Road
Normanhurst 2076

Lintas (Australia)
65 Berry Street
North Sydney 2060

Lintas Melbourne
Level 12
468 St Kilda Road
Melbourne 3004

Linton Tinkler Pty Ltd
Ground floor 'Cliveden'
4 Bridge Street
Sydney 2000

Lion Productions
96 View Tce
Bicton 6157

Little & Associates Advertising Agents
Pty Ltd
Level 21/51 Walker Street
North Sydney 2060

LJ Promotions Pty Ltd
57 Keele Street
Collingwood 3066

Location Video
56 Foucart Street
Rozelle 2039

Lowry & Associates Pty Ltd
261-263 Halifax St
Adelaide 5000

Lucas Productions
Level 2 The Argyle Centre
The Rocks 2000

Lucky Country Productions
Tagallant House
Scotland Island 2105

Lumiere Productions
51 Farnell Street
Hunters Hill 2110

Luscombe & Partners (NSW)
2 Paddington Street
Paddington 2021

Luscombe & Partners Pty Ltd
60 Stokes Street
Port Melbourne 3207

M & A Film Corporation
20 Glebe Street
Edgecliff 2027

Macready & Associates
89 Bazaar St
Maryborough 4650

Magnum Opus Advertising
157 High Street
Pahran 3181

Magnus Nankervis & Curl Pty Ltd
3/137 Pymont St
Pymont 2009

Magnus Nankervis & Curl Pty Ltd
616 St Kilda Road
Melbourne 3004

Maher & Holmes Advertising Pty Ltd
120 1/2 Underwood St
Paddington 2021

Mak Advertising
1st Floor Heatley Centre
49 Bundock St
Townsville 4 810

Malporc Productions
51 Alexander Street
Alexandria 2015

Mark Buckley Productions
3/5 Holt Street
Double Bay 2028

Mark Eliot Productions
209 O'Shea St
Machans Beach 4878

Mark Evans Productions
39 West Parkway
Colonel Light Gardens 5041

Mark Gould Productions
62A Lamrock Ave
Bondi 2026

Market Street Films
2nd Floor
27 Market Street
Fremantle 6160

Marketforce
4th Floor
221 Miller St
North Sydney 2060

Marketforce Australia
125-127 Ferrars Street
South Melbourne 3205

Marketing Factory
Level 7 The Interchange
67 Albert Ave
Chatswood 2067

Marlo Film & Video Productions
8 Cross Street
Rising Sun 4812

Martin Williams Films
6 Pictavia Street
Toowong 4066

Mason & Mason Productions
47 West Street
North Sydney 2060

Massive Media & Entertainment
278 Gore Street
Fitzroy 3065

Masterpiece Film & Video Productions
21 Visentin Road
Morafield 4506

Mattingly & Partners
John Oxley Centre
339 Coronation Drive
Milton 4064

Mattingly & Partners Advertising Level 2
(NSW) Pty Ltd
83 Alexander St
Crows Nest 2065

Mattingly and Partners Advertising
Pty Ltd
Pelaco Building
21-31 Goodwood Street
Richmond 3121

Maylands Productions
2 Ford Street
Maylands 5069

Maynard Advertising Pty Limited
1st Floor
42-44 Albany St
St Leonards 2065

McCann-Erickson Advertising Pty Ltd
434 St Kilda Road
Melbourne 3004

McCann-Erickson Adv Pty Ltd
10 Miller St
North Sydney 2060

McCarthy Watson & Spencer Pty Ltd
99 Walker St
North Sydney 2059

McCarthy-Macveigh Adv Pty Ltd
222 West Street
Crows Nest 2065

MCM Networking Pty Ltd
Level 3, 480 St Kilda Road
Melbourne 3004

McMahon Advertising Pty Ltd
Suite 8
437 St Kilda Road
Melbourne 3004

McNabb Willett Advertising Pty Ltd
Level 2/100 Bay Road
Waverton 2060

McPhee Productions
24 Bowes Ave
Edgecliffe 2027

Media Dynamics
97 Warry Street
Spring Hill 4000

Media Trends
16 Cove Street
Turramurra 2074

Medicast Pty Ltd
312 Pacific Hwy
Hornsby 2077

Metro Television
Cnr Oatley Rd & Oxford St
Paddington 2021

Milton Ingerson Productions
12 Greenwood Grove
Umbrac 5064

Mitchell Marketing Services
27 Turana Pde
North Lambton 2299

MNC/Gough
137 Pymont St
Pymont 2009

Moffatt Sharp Advertising Pty Ltd
2nd Floor
71 Queens Road
Melbourne 3004

Monitor Information Systems
296 Burns Bay Rd
Lane Cove 2066

Mother's Superior Video
92 Chelmsford St
Newtown 2042

Motion Picture Associates
7 Moore Street
West Gosford 2350

McSpedden Carey
98 Foveaux St
Surry Hills 2010

Media Tonic
5 Oxford Close
Looderville 6007

Media-Craft Pty Limited
45 Cooper Street
Surry Hills 2010

Mercury Communications
Suite 3
12-14 Sydney Road
Manly 2095

Microcosm Films
39 Lily Street
Croydon Park 2133

Mitchell Ad Agency
Suite 2 - 59 Pennington Tce
North Adelaide 5006

Mitchell O'Neil Farrell Adv Pty Ltd
41 Chapel St
Norwood 5067

Modem Times Pty Ltd
126 Brighton Blvd
Bondi 2026

Momentum Picture Company
22 Balfe Street
Cairns 4870

Moore & Moore Productions Pty Ltd
18 Goodall Street
Hawthorn 3122

Motion Picture & Television Development
Corporation
62 South Road
Brighton 3186

Moving Planet Productions
29 Mitchell Street
McMahons Point 2060

Moving Targets
14/41 Broughton Rd
Artarmon 2064

Mr Kali Film Productions
4/19 Dellview Street
Bondi 2026

Murray Kelso Productions
41 Earl Street
Roseville 2069

Network 8 Television Productions
36 Beulah Rd
Norwood 5067

Neville Jeffress (Darwin) Pty Ltd
13 Cavenagh St
Darwin 0801

Neville Jeffress Advertising
131 Canberra Ave
Griffith 2603

Neville Jeffress Financial
363A Pitt St
Sydney 2000

New Image Productions
9 Abbott St
Camberay 2062

Nichols Cumming Advertising
Australia Pty Ltd
255 Park Street
South Melbourne 3205

Norman Connell Advertising Pty Ltd
1 Miller Street
Prahran 3181

North Australian Film Corp
115 Woods St
Darwin 0800

O'Brien & McGrath Marketing &
Advertising
16 Beulah Road
Norwood 5067

MPS Advertising
332-334 Kent Street
Sydney 2000

Murray Boyd Film
3 Mayers St
Manunda 4870

Negus Media International
Lot 2
Promised Land
Loop Rd
Gleniffer - Bellingen 2454

Neville Jeffress Adelaide Pty Ltd
172 Pulteney St
Adelaide 5000

Neville Jeffress Advertising
7-13 Parraween Street
Cremorne 2090

Neville Jeffress Advertising (Tas) Pty Ltd
131 Murray Street
Hobart 7000

Neville Jeffress Parramatta
12 Palmer St
Nth Parramatta 2150

Newground Productions
28 Hall Street
Fairfield 3078

Nicolson Guthrie Advertising Pty Ltd
88 Market Street
South Melbourne 3205

Normella Pictures
12 Leslie St
Bardon 4065

Notion Picture Co Pty Ltd
141 Brougham Street
Woolloomooloo 2011

Ocean Films
42 Palmgrove Rd
Avalon 2107

Oddy & Hines Films Pty Ltd
129 Princess St
Kangaroo Point 4169

Oglivy & Mather Pty Ltd
Suite 40
37 Albert Road
Melbourne 3004

Oglivy & Mather Direct
132 Arthur Street
North Sydney 2060

OMN Productions
15 Cooper St
Surry Hills 2010

On-Line Video Productions
(A Division of Rede)
9 Crowther Place
Brighton North 3186

Open Channel Co-operative Ltd
and OCP Ltd
13 Victoria Street
Fitzroy 3065

Osscca Film Group
3 Albany St
St Leonards 2065
Cremorne 2090

Ozpan Productions
163 Brougham St
Woolloomooloo 2011

Pacif Link Communications
2 Buckland St
Broadway 2007

Pan Pacific Pictures
197 Barkley St
Fitzroy 3065

Panorama Productions
41 Belmore St
Surry Hills 2010

Paul Dana Films
PO Box 257
Rose Bay 2029

Odyssey Advertising
12 Evans St
Bowen Hills 4006

Oglivy & Mather, Mazengarb Pty Ltd
Cnr Quayle & Osborne Sts
Sandy Bay 7005

OK Production Pty Ltd
120 Underwood St
Paddington 2021

On Camera
5 Bulga Rd
Dover Hts 2030

Onset Productions Pty Ltd
Suite 10
401 St Kilda Road
Melbourne 3004

Orana Films Pty Ltd
133 Dowling St
Woolloomooloo 2011

Ozfilm International Pty Ltd
Suite 4
59 Parraween St

Pace Advertising Pty Ltd
244 Latrobe Tce
Geelong 3220

Pan Pacific Pictures
37 New Beach Rd
Darling Point 2027

Panjandrum Productions
4 River St
Brichgrove 2041

Paper Bark Films Pty Ltd
Suite 2
142-144 Spit Rd
Mosman 2088

Paul McCarthy Advertising Pty Ltd
1st Floor
29 Horton St
Port Macquarie 2444

Peach Advertising Pty Ltd
12/125 Bull Street
Newcastle 2302

Penta Group
54 Victoria St
North Sydney 2060

Pepper Studios
64 North Tce
Kent Town 5067

Peter Coulter Film
10 Summerland Mansions
Fitzroy Street
St Kilda 3182

Peter McKinley
Film & Video Productions
1 Pargonee St
Dodges Ferry 7173

Phil Sheppard Images
3 Surfview Rd
Mona Vale 2103

Philmdon Video Pty Ltd
985 Parkes Rd
Collaroy Plateau 2098

Pilgrim International Ltd
GPO Box 4284
Sydney 2001

Pilot Video
386 Cleveland St
Surry Hills 2010

PLC Productions
19-21 Berry St
North Sydney 2060

Pond Rice Oglivy & Mather Pty Ltd
135 Greenhill Rd
Unley 5061

Portico Palace Pictures
113B Willoughby Rd
Crows Nest 2065

Pemberton Australia Pty Ltd
1823 Ourimbah Road
Mosman 2088

PEP Advertising Pty Ltd
6B Reiby Street
Ulverstone 7315

Perspective Sound & Vision
41 Arthur St
Leichhardt 2040

Peter Fairnan Productions Pty Ltd
PO Box 346
Cremorne Junction 2090

Peter Smith Productions
205 Deepwater Rd
Castlecove 2069

Phil Simon Nature Films
RMB Darkwood Rd
Thora via Bellingen 2454

Pictures of Health
Suite 2
66 Beresford Road
Rose Bay 2029

Pilgrim International Ltd
46 Nicholson St
St Leonards 2065

Platypus Pacific
Po Box 122
Grosvenor Pl
Sydney 2000

Pocknall Productions
6 Duke Pl
Dubbo 2830

Porter Face to Face
68 North Terrace
Kent Town 5067

Portrait Productions
237 Holden Street
North Fitzroy 3065

Possum Pictures
4 Marshall Ave
St Leonards 2065

Pro Vision
267 Johnston St
Annandale 2038

Production Pool Limited
27 Plowman St
North Bondi 2026

Production House
PO Box 3552
Darwin 0801

Project Television Pty Limited
579 Harris St
Ultimo 2007

Quest Films
4 Marshall Ave
St Leonards 2065

Ray Beatty Advertising Pty Ltd
Suite 502
34 Queens Road
Melbourne 3004

Real Barrie Smith
10 Brisbane Pl
Cromer Hts 2099

Red Ink Film Company
Suite 6/1 Ridge St
North Sydney 2060

Reel Images
Unit 4
24 Thorogood St
Victoria Park 6100

Richard Bence Productins Pty Ltd
299 Moray Street
South Melbourne 3205

Ringham & Partners Adv Pty Ltd
45 Rowntree St
Balmain 2041

Prism Film Productions Pty Ltd
64 Daileys Rd
Naremburn 2065

Pro-image Post and Pro-image (Victoria) Pty
Ltd
Trading as Post!
18 Kavanagh Street
South Melbourne 3205

Production - Ya Ya Pty Ltd
29a Ballast Point Rd
Birchgrove 2041

Production Team
600 Darling St
Balmain 2041

Provisible Australia
56 Boundary St
South Brisbane 4101

Ray Beale Film Productions
26 King William St
Kent Town 5067

Raymond Quint
102 Francis St
Leichhardt 2040

Realworld Pictures Pty Ltd
20A Hutchinson St
Surry Hills 2010

Red Movies
31 Abingdon St
Woolloongabba 4102

Revolve Pty Ltd
2/10 Lancaster Rd
Dover Heights 2030

Richard Bradley Productions Pty Limited
Suite 8
1st Floor
2-8 Ennis Rd
Milsons Point 2061

RIP Productions
5 Little Chapel Street
Pahran 3181

Riverina Advertising Consultants Pty Ltd
112 Fitzmaurice Street
Wagga Wagga 2650

RML Film Productions
174 Sutherland St
Paddington 2021

Rod Kinnear Productions (Aust) Pty Ltd
Unit 2/5 Gloucester Ave
Berwick 3806

Rodney Freedman Productions
16 Pashley St
Balmain 2041

Roly Poly Picture Company
8 Clifton St
Petrie Terrace 4000

Ron Way
2/124 Queenscliff Rd
Queenscliff 2096

Roo Films
107 Latrobe Terrace
Paddington 4064

Royal Children's Hospital
Educational Resource Centre
Flemington Road
Parkville 3052

Russell Jones Advertising
83 Mount St
North Sydney 2060

RWB Production Film & Television
14 Oxley Rd
Chelmer 4068

Saatchi & Saatchi Advertising (Vic) Pty Ltd
424 St Kilda Road
Melbourne 3004

Sabrina Schmid
2/1 Ormond Esplanade
Elwood 3184

RK Productions
20 College St
Balmain 2041

Robert Martin Advertising
1 Alexandra St
PO Box 294
Paddington 4064

Rod McKenzie Advg Pty Ltd
75 Cobham Ave
West Ryde 2114

Rogue Productions
30 South St
Fremantle 6160

Ron Taylor Film Productions
15 Clermiston Ave
East Roseville 2069

Ron Windon Productions
1/317 Sailors Bay Rd
Northbridge 2063

Ross Bing Swallow & Partners Advertising
Pty Ltd
Level 1 - 47 Bourke Street
Melbourne 3000

RSVP - Ray Strong Visual Productins
9 Charles Street
Pahran 3181

Ruwald & Skinner Advertising Pty Ltd
15 Northcliff St
Milsons Point 2061

S A Film Corporation
Westside Commerce Centre
3 Butler Dr-Tapleys Hill Rd
Hendon 5014

Saatchi & Saatchi Advertising (Aust) Pty Ltd
70 George St
The Rocks 2000

Sagitta Film Productions
32 Barcoo St
East Roseville 2069

Salter Advertising Aust Pty Ltd
1396 Malvern Road
Tooronga 3146

Samuelson Talbot & Partners
Level 7
90 Mount Street
North Sydney 2060

Samuelson Talbot & Partners Pty Ltd
Level 4 The Gateway
312 St Kilda Road
Melbourne 3004

Sanford Vick & Associates Pty Ltd
21 Beaconsfield Pde
Port Melbourne 3207

Sapphire Video Productions
6 Headland Rd
Mid Sapphire
Coffs Harbour 2450

Saraceno Productions Pty Ltd
106A Hampden Rd
Artarmon 2064

Schacher Hamilton Brown
17 Baxte Street
Fortitude Valley 4006

Schindler Video Productions Pty Ltd
121 Gympie St
Northgate 4013

Scholer Holt Productions
2 Grey St
Silverwater 2141

Scope Films
195 Kenmore Rd
Kenmore 4069

Screenplays O'Brien
7 Dress Circle Rd
Avalon 2107

Self Made Shade
76 Falcon St
Crows Nest 2065

Serious Business TV Production
88 Maxwell St
Turramurra 2074

Seventeenth Green Park Pty Ltd
Trading as Macrae & Way Film Production
3 Francis Street
South Melbourne 3205

Sextant Advetising Pty Ltd
Suite 7
45 Wellington Street
Windsor 3181

Shapcott Advertising
365 Montague Rd
West End 4101

Shazami Advertising Pty Ltd
12 Ipswich Rd
Woolloongabba 4102

Shooting Star Films
107 Kurraba Rd
Neutral Bay 2089

Short Stories
17 Crockford Street
Port Melbourne 3207

Shot Productions
Level 7
98 Alfred St
Milsons Point 2062

Shots Film & Video Production Pty Ltd
112 Edward St
Perth 6000

Show Scene
G14/1-5 Barr St
Balmain 2041

SIAM Advertising
Sound Ideas Advertising & Marketing Pty
Ltd
176 Bambra Road
Caulfield 3162

Silver Partnership
Level 6 - 116 Military Rd
Neutral Bay 2089

Sky Visuals Pty Ltd
133 Dowling St
Woolloomooloo 2011

Slatter & Partners Pty Ltd
2nd floor
621 Pacific Hwy
St Leonards 2065

Smart St Films
Unit 3
30 Lamrock Ave
Bondi 2026

Sonicvision Productions Pty Ltd
283 Normanby Road
Port Melbourne 3207

Sound Waves Consulting Pty Ltd
12/12 Cambridge St
Cammeray 2062

South Sea Film Productions
21 Little Comber St
Paddington 2021

Special Event Video
35 Centerbury Road
Albert Park 3206

SSB Advertising
743 Ann Street
Fortitude Valley 4006

SSB Advertising Pty Ltd
253 Park Street
South Melbourne 3205

Stokes King DDB Needham Pty Ltd
180 Fullerton Road
Dulwich 5065

Silver Lining Productions Pty Ltd
4th level
285 Clarence St
Sydney 2000

Silvergrass Communications
14 Taylor Ave
Turramurra 2074

Sleeman Whitaker Heckendorf & Potter
47 Ridge St
North Sydney 2060

Sokol Film Productions
Suite 12
174 Pacific Hwy
North Sydney 2060

Sorena
319B Penshurst St
Willoughby 2068

Soundstage Australia
39 Cliftong Cres
Mount Lawley 6050

Southern Star Communications
10th floor
8 West St
North Sydney 2060

Sportsmaster Productions
2 Grey St
Silverwater 2141

SSB Advertising
53-57 Glen Osmond Rd
Eastwood 5063

Stapleton Entertainment
Assembly Bldg Suite 325 3rd Fl
44 Margaret St
Sydney 2000

Strategies Pty Ltd
162 Crown Street
Darlinghurst 2010

Strauss Productions
48 Ulundri Dr
Castle Hill 2154
North Sydney 2060

Sudler & Hennessey
572 St Kilda Road
Melbourne 3004

Super Vision Productions Pty Ltd
25 York Street
South Melbourne 3205

Take One Productions
Suite 10
5 Elizabeth Bay Crescent
Elizabeth Bay 2011

Talking Pictures
31 Accession St
Bardon 4065

Tangent Productions
42 Upper Cliff Rd
Northwood 2066

Taylor-made Films
39 Fintonia Street
North Balwyn 3104

Television House Facilities Pty Ltd
356 Swan Street
Richmond 3121

Tell Advertising
Suite 804 Level 8 - Harley Place
251 Oxford Street
Bondi Junction 2022

Telopea Film and Video Productions
20 Telopea St
Redfern 2016

The Adworks
2nd Fl 272 Pacific Hwy
Crows Nest 2065

Sudler & Hennessey
15th Level The Denison
65 Berry Street

Summer Hill Films
5th floor
136 Chalmers St
Surry Hills 2010

Taffner Ramsay Productions
20/130 Pacific Hwy
Greenwich 2065

Talking Picture Production Co
19 Naremburn St
Naremburn 2065

Tandem Productions
Suite 2
120 Sailors Bay Rd
Northbridge 2063

Taylor Bell Pty Ltd
40 Sir Thomas Mitchell Rd
Bondi Beach 2026

Telescan Films Pty Ltd
45 Wharf St
Kangaroo Point 4169

Television Makers
60 Frenchs Rd
Willoughby 2068

Tell Advertising Queensland
9 Quyan St
Bundall 4217

That Film
8 Parkview Rd
Fairlight 2094

The Ball Partnership
153 Walker Street
North Sydney 2060

The Ball Partnership
3rd Floor
159 High Street
Pahran 3181

The Campaign Palace
409 St Kilda Road
Melbourne 3004

The Campaign Palace (Sydney)
20 Burton Street
Darlinghurst 2010

The Communicators Pty Ltd
2nd Floor
460 Ann St
Brisbane 4000

The Crane Jenkins Agency
34 Eastern Road
South Melbourne 3205

The Dream Workshop
80 Victoria Road
Hawthorn East 3123

The Film Business & Partners
228 Dorcas Street
South Melbourne 3205

The Film House Pty Ltd
159 Eastern Road
South Melbourne 3205

The Frontier Aviators
200 Crown St
Darlinghurst 2011

The Funny Farm Pty Ltd
9A Raglan Street
Port Melbourne 3207

The Moving Picture Company Pty Ltd
Television House
356 Swan Street
Richmond 3121

The Video Line Pty Ltd
84 Story Street
Parkville 3052

Them Advertising (SA) Pty Ltd
26 The Parade West
Kent Town 5067

Thomas Marsden Advertising Pty Ltd
450 High Street
Penrith 2750

Thomson White/FCB
580 St Kilda Road
Melbourne 3004

Thurnham Teece Pty Ltd
68 Glebe Road
The Junction 2291

Titus Films
190 Hargrave St
Paddington 2021

Toben Lazar Connection (TLC)
605 Darling St
Balmain 2041

Tony Carr & Associates
Level 1
55 Lavender St
Milsons Point 2061

Tony Gordon Productions
11A Balls Ln
Mundingburra 4810

Trango Video Productions
47 Dundila Rd
Frenchs Forest 2086

Transit Video Productions
1/40 Casea St
Dee Why 2099

Transtasman Movieworks Pty Ltd
25 Elamang St
Kirribilli 2061

Trout Films
7 Maxwell Street
Northcote 3070

TV Media consultancy
457 Malvern Road
South Yarra 3141

Twenty Fifth Glitter Pty Ltd
36 St Helens Road
East Hawthorn 3123

University of Sydney Television Service
6th floor Carslaw Building
University of Sydney
Sydney 2000

Val Morgan & Co (Aust)
100 Arthur St
North Sydney 2060

Victorian International Pictures
Lalor St Studios
30 Lalor Street
Port Melbourne 3207

Video Health Communications
35 Moore St
Leichhardt 2040

Video Marketing Services
43 Upper Cliff Ave
Northbridge 2063

Video Team
24 Dixon Ave
Dulwich Hill 2203

Videochrome
19-21 Berry St
North Sydney 2060

Vidicom
Level 3
Toowong tower
9 Sherwood Rd
Toowong 4066

Visionlink Pty Ltd
44 Sailors Bay Rd
Northbridge 2063

True Stories Productions
36 Merriman St
Millers Point 2000

TVM Television Makers
60 Frenchs Rd
Willoughby 2068

U-Tel Pty Ltd
17 Beulah Rd
Norwood 5067

V & A Hanline Films
Suite 2
320 Pacific Highway
Crows Nest 2065

Vector Production Pty Ltd
57 Day St
Marrickville 2204

Video Facilities
19 Roselands Ave
Roselands 2196

Video Image Productions
22 Gore St
Albion 4010

Video Record Pty Ltd
131 Brighton Street
Richmond 3121

Video Vision Communications Pty Ltd
20 Henry Street
Abbotsford 3067

Videopak
10 Aquatic Drive
Frenchs Forest 2086

Vision Quest Films Pty Ltd
20 Hunter St
Dover Heights 2030

Visual Images
13 Ermington Place
Kew 3101

Visualeyes Productions
2nd Floor
34 Ke1lett St
Kings Cross 2011

Wade-Ferrell Larkins Adv Pty Ltd
23 Atchison St
St Leonards 2065

Walt Deas Productions
11 Platypus Ave
Isle of Sorrento Qld 4217

Watertight Television Productions
48-52 Newtown Rd
New Town 7008

West Street Productions
183 West St
Crows Nest 2065

Wilcox Films
Suite 1
196 Lyons Rd
Drummoyne 2047

William Roberts Adv Pty Ltd
Level 8
40 Miller St
North Sydney 2060

Wizards
1 Kalang Road
Bellingen 2454

Woollard Advertising & Marketing Pty Ltd
Level 6 NT House
22 Michell St
Darwin 0800

Words at Work
Level 4 - Suite 64 The Hub
89-97 Jones St
Ultimo 2007

World Famous Films
49 Victoria St
Kelvin Grove 4059

Vivid Pictures
Minton House - Suite 12
2A Bayswater Rd
Kings Cross 2011

Walker Clancy
142 Sutherland St
Paddington 2021

WAM Advertising Pty Ltd
Level 1
249 Hampton Street
Hampton 3188

West Botswana Productions
23 Wybalena Rd
Hunters Hill 2110

Whiteman Mayer Advertising Pty Ltd
286 Flinders St
Adelaide 5000

Wild Geese Company
C/- Stacey Testro International
Tower Sq - 2nd Level, 155 Miller St
North Sydney 2060

William Thomas Video Productions
10 Carlton Rd
Camden Park 5038

Wiznik International Pty Ltd
Suite 1
349 Pacific Hwy
Crows Nest 2065

Woollard Advetising & Marketing Pty Ltd
69 Fullarton Rd
Kent Town 5067

Words at Work Advertising Pty Ltd
30 Punt Road
Windsor 3181

World of Wonder Productions
6/42 Sir Thomas Mitchell Rd
Bondi Beach 2026

World's End Film Productions
Minton House - Suite 24
2A Bayswater Rd
Kings Cross 2011

Wunderman Cato Johnson
182-184 Fullerton Road
Dulwich 5065

Wunderman Cato Johnson
Level 4
65 Berry St
North Sydney 2060

Yarra Bank Films Pty Ltd
155 Gertrude Street
Fitzroy 3065

Young & Rubicam Brisbane
895 Ann St
Fortitude Valley 4006

Young & Looby
2nd floor
29 Gross St
North Parramatta 2151

Young & Rubicam Adelaide
182-184 Fullarton Rd
Dulwich 5065

Young & Rubicam Melbourne
572 St Kilda Road
Melbourne 3004

Young & Rubicam Sydney
17th Floor The Denison Building
65 Berry St
North Sydney 2060

Zammt Advertising Pty Ltd
104 Wellington Rd
East Brisbane 4169

Zenac Productions
4 Edmondstone St
South Brisbane 4101

Zenmost
36 Lawson St
Balmain 2041

DECLARATION - AUSTRALIAN CAPITAL TERRITORY

[Common rule declared by Print H7836 from 05Dec88]

1. The Actors Etc. (Television) Award 1979 as varied to date, shall be a common rule of the entertainment industry in the Australian Capital Territory and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award and shall be binding on all such employees.
2. The foregoing declaration shall operate from 5 December 1988.

DECLARATION - NORTHERN TERRITORY

[Common rule declared by Print H7837 from 12Jan89]

1. The Actors Etc. (Television) Award 1979 as varied to date, shall be a common rule of the entertainment industry in the Northern Territory and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award and shall be binding on all such employees.
2. The foregoing declaration shall operate from 12 January 1989.

DECLARATION - VICTORIA

[Common Rule declared by [PR953393](#) from 01Jan05]

Further to the decision issued by the Commission on 16 December 2004 [AW765510 [PR953525](#)] and pursuant to ss. 141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
 - 1.1 **the award** means the Actors Etc. (Television) Award 1998 as varied from time to time;
 - 1.2 **employees** means employees in the industry who perform work of a kind that is covered by the award;
 - 1.3 **employers** means employers who employ employees;
 - 1.4 **the industry** means the industries including: all work done on a casual basis by actors, singers, dancers, variety acts, comperes and other performers (excepting instrumental musicians, who do not speak, sing, act or mime and who could not be classified as a variety act and members of the staff of any employer) and who are employed by an employer for performances capable of transmission by television whether live or recorded by means of film, tape or any other process.
2. That save for and subject to the matters referred to in clauses 4 to 8 below, the whole of the terms of the award except those specified in clause 3 below, shall be:
 - 2.1 a common rule for the industry in Victoria and known as the Actors Etc. (Television) Victorian Common Rule Declaration 2005;
 - 2.2 binding on all employers in respect of the employment by them of employees;
 - 2.3 binding on all employees; and
 - 2.4 binding on the Media Entertainment and Arts Alliance and registered organisations respondent to the Award.
3. The following clauses of the award are not included in the Actors Etc. (Television) Victorian Common Rule Declaration 2005:
 - 3.1 clause 6 - Date the award starts; and
 - 3.2 clause 3 - Scope of award and parties bound.
4. The Actors Etc. (Television) Victorian Common Rule Declaration 2005 shall not apply to:

- 4.1** the performance of work in or in connection with advertising film of or relating to a cause of a charitable nature.
- 5.** Subject to 5.1 to 5.4 below, all provisions in the Actors Etc. (Television) Victorian Common Rule Declaration 2005 are to operate from 1 January 2005.
- 5.1** With respect to annual leave, only periods of annual leave commencing on or after 31 January 2005 attract leave loading.
- 5.2** With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating 'service'. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
- 5.3** Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.
- 5.4** The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday 3 January 2005 provided that in all cases the wages clauses commence operation no later than 5 January 2005.
- 6.** The Actors Etc. (Television) Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.
- 7.** This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* (Cth) to provide support for that person. [See Note 1 below.]
- 8.** An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below.]
- 9.** In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits required to be provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Actors Etc. (Television) Victorian Common Rule Declaration 2005, the matter may be referred to a Board of Reference consisting of a Member of the Commission which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.
- 9.1** An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.
- 9.2** This clause shall apply for a period of twelve months from the commencement date of the Actors Etc. (Television) Victorian Common Rule Declaration 2005.

9.3 Any registered organisation bound by the terms of the Actors Etc. (Television) Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.

10. Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 11 below.

11. This declaration shall be an award of the Commission, shall come into force on 1 January 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See Note 3 below.]

Note 1

1. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment.

3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.

3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

Subject to s.113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

** end of text **