

SCHEDULE E:

STANDARD EMPLOYMENT CONTRACTS

1. STANDARD WEEKLY EMPLOYMENT CONTRACT

PRODUCTION: _____
PRODUCTION COMPANY: _____ A.B.N.: _____
PRODUCTION COMPANY ADDRESS: _____
PRODUCTION OFFICE: _____
(if different to Production Company address)

EMPLOYEE: _____
ADDRESS: _____
TELEPHONE No.: _____ FACSIMILE No.: _____ MOBILE No.: _____

SUPER FUND: _____ SUPER FUND NUMBER: _____

TAX FILE NUMBER: _____
NATIONALITY: _____

This Contract dated _____ is between the abovementioned Production Company (the “Employer”) of the one part and the Employee of the other part.

A. This Contract incorporates the provisions of the *Motion Picture Production Certified Agreement between and the Media Entertainment and Arts Alliance 2010* (the “Agreement”) except to the extent that the terms of this Agreement are more favourable to the Employee. A copy of the Agreement is available at the Production Office.

B. The Employer a current and fully paid member of the Screen Producers Association of Australia (SPAA) has agreed to engage the Employee to undertake the specific tasks of for the abovenamed Production.

1. PERIOD OF ENGAGEMENT:

No. of weeks: _____ No. of days: _____
Commencing on: _____ Commencing on: _____
Finishing on: _____ Finishing on: _____
Subject to Clause 8 (b) and Schedule A of the Agreement.

2. REMUNERATION:

A week comprises 5, 10 hour days worked consecutively between Monday and Saturday. Should the Employee be required to work a sixth day in any week, the sixth day shall be paid in accordance with the Agreement. Night loadings, unscheduled overtime and penalties shall be paid in accordance with the Agreement.

40 hour base rate: \$.....
10 hours scheduled overtime – 10 hours @ 1.5T \$.....
Total 5 day/ 50 hour Gross Agreed Weekly Wage (the “Wage”) \$.....

Base Hourly Rate for purposes of calculating overtime & penalties \$..... *(calculated by dividing the Wage by 55)*
[Delete if not applicable. In accordance with Clause 16 (Exceptions to Certain Clauses) of the Agreement, the level of remuneration for the Wage means that the Employee is not entitled to payment for unscheduled overtime, and other such penalties as detailed in Clause 16.]

3. ADDITIONAL DAYS TO CONTRACT:

In addition to the Period of Engagement, the Employee will be available, if required, for up to one extra week ("Extra Period") providing such Extra Period immediately follows the expiration of the Period of Engagement. The amount to be paid in respect of any such Extra Period shall be paid on a pro rata basis. The Employer shall give no less than 5 working days notice to the Employee that the Extra Period shall be required to be worked. If such notice is not given, the Employee shall be deemed to be automatically released from the need to be available for the Extra Period. The terms and conditions of this Contract shall apply if the Extra Period or part thereof is worked by the Employee.

4. METHOD OF PAYMENT:

The Wage and other monies due to the Employee will be paid weekly in arrears by cheque or by direct debit to the Employee's bank account as agreed between the Employer and Employee unless special arrangements are approved by the Employer. The Employee shall be responsible for handing Overtime Sheets to the Production Office. All overtime must be approved by the authorised officer of the Employer. The Employer will notify the Employee of the identity of this individual. The Employer may deduct from the Wage any amounts that is required to deduct by law.

Bank: _____
Branch: _____
BSB Number: _____
Account Number: _____
Account Name: _____

Taxation payable to the Australian Taxation Office pursuant to the P.A.Y.G. scheme will be deducted from the Wage. If the Employee wishes to claim the general exemption rebate or dependent rebate for taxation purposes an A.T.O. Employment Declaration Form must be completed. The Employer is required to deduct tax at the full rate unless notified of the Employee's Tax File Number and an Employment Declaration Form is completed.

5. CREDIT:

If applicable the Employee shall be credited as follows:

Name: _____ Position: _____

6. SPECIAL CONDITIONS:

(If any, see attached Schedule G)

SIGNED FOR AND ON BEHALF OF
THE EMPLOYER

in the presence of:

SIGNED BY THE EMPLOYEE

in the presence of:

Dated:

2. STANDARD CASUAL EMPLOYMENT CONTRACT

PRODUCTION TITLE: _____
PRODUCTION COMPANY: _____ A.B.N.: _____
PRODUCTION OFFICE: _____
PRODUCTION COMPANY ADDRESS: _____
(if different to production office address)

EMPLOYEE: _____ NATIONALITY: _____
ADDRESS: _____
TELEPHONE NO.: _____ FACSIMILE NO.: _____ MOBILE NO.: _____
SUPER FUND: _____ SUPER FUND NO.: _____
TAX FILE NO.: _____

This Contract dated _____ is between the abovementioned Production Company ("the Employer") of the one part and the Employee of the other part.

- A. This Contract incorporates the provisions of the Motion Picture Production Certified Agreement between _____ and the Media, Entertainment and Arts Alliance 2010 (the "Agreement") except to the extent that the terms of this Contract are more favourable to the Employee. A copy of the Certified Agreement is available at the Production Office.
- B. The Employer a current and fully paid member of the Screen Producers Association of Australia (SPAA) has agreed to engage the Employee to undertake the specific tasks of _____ for the abovenamed Production.

1. **PERIOD OF ENGAGEMENT:** (delete whichever inapplicable)
No. of days: _____ No. of 4 hour calls (on location only): _____
Dates: _____ Dates: _____

2. **REMUNERATION:** (delete whichever inapplicable)
8 hour base rate (inclusive of 20% casual loading): \$..... 4 hourly rate (inclusive of 20% casual loading) \$.....
2 hours scheduled overtime @ 1.5 T \$.....
Total 10 hour day - Gross Agreed Daily Wage ("The Wage") \$..... Base Hourly Rate (For purposes of calculating overtime & penalties. \$.....
Base Hourly Rate (For purposes of calculating overtime & penalties) \$.....
(Calculated by dividing the Gross Agreed Daily Wage by 11) (Calculated by dividing the 4 hourly rate by 4)
Night loadings, unscheduled overtime and penalties shall be paid in accordance with the Agreement.

3 **METHOD OF PAYMENT:**
The Wage and other monies due to the employee will be paid within 14 days of the completion of each days engagement by cheque or by direct debit to the Employee's bank account as agreed between the Employer and the Employee unless special arrangements are approved by the Employer. The Employee shall be responsible for handing Overtime Sheets to the Production Office. All overtime must be approved by the authorised officer of the Employer. The Employer will notify the Employee of the identity of this individual. The Employer may deduct from the Wage any amounts that it is required to deduct by law.

Details for Direct Bank Transfer if Required:
Bank: _____ Branch: _____
BSB Number: _____ Account Number: _____
Account Name: _____ Other Info: _____

4. **CREDIT** (delete if inapplicable) If applicable the Employee shall be credited as follows:
Name: _____ Position: _____

5. **SPECIAL CONDITIONS** (if space provided is insufficient a separate page may be attached)

SIGNED FOR AN ON BEHALF OF THE EMPLOYER _____
In the presence of: _____
SIGNED BY THE EMPLOYEE _____
In the presence of _____
DATED: _____

3. MEDICAL QUESTIONNAIRE

Please fill in this questionnaire and return it to the employer. All information will be treated as confidential and will be

destroyed at the end of the Production. The information requested will enable the employer to take better care of all employees.

NAME: _____

ADDRESS: _____

TELE. NO.: _____ MOBILE NO.: _____

AGE: _____ BLOOD TYPE: _____

NEXT OF KIN: _____ DOCTOR: _____

ADDRESS: _____ ADDRESS: _____

TELE. NO.: _____ TELE. NO.: _____

ANY ALLERGIES? YES / NO

If yes, please detail any allergies to drugs including drugs such as penicillin, sedatives, antihistamines, aspirin, etc.

Please detail any allergies to other substances including food allergies, allergies to stings (eg, bees, wasps), animals (eg, cats) and environmental allergies (eg, dust mites, pollens, grass seeds). Please note symptoms and preferred method of treatment.

ANY PHYSICAL DISABILITIES OR PRE-EXISTING MEDICAL CONDITIONS? YES / NO

If yes, please provide details (eg, diabetes, asthma, back problems, epilepsy, history of heart problems, pregnancy)

EYESIGHT/HEARING - Please provide details if you have impaired eyesight and/or hearing:
Do you wear glasses/contact lenses/hearing aid?

Do you have specific eyesight problems (eg night blindness, colour blindness, history of recurrent conjunctivitis)?

SPECIAL DIETARY REQUIREMENTS? eg, vegetarian, no milk products or other.

HAVE YOU HAD A TETANUS INJECTION IN THE LAST FIVE YEARS? YES / NO

ARE YOU ON ANY REGULAR MEDICATION AT THIS TIME? YES / NO

If yes, please detail

Signed by the employee

Date