



## COLLECTIVE AGREEMENT

## **1. PARTIES**

- 1.1 The Court Theatre Trust (the “**Employer**”); and
- 1.2 Equity New Zealand Incorporated (the “**Union**”)

## **2. COVERAGE AND TERMS**

### **2.1 Coverage:**

- (a) This Agreement will apply to Actors which includes leads, chorus, ensemble (excluding musicians), performers, extras, understudies, ‘swing’ performers and Assistant Stage Managers directly employed by the Employer for a fixed term of up to six months. This Agreement will not apply to Jesters, Apprentices, Student Interns and/or parties engaged through an employment agency or by independent contract.
  - (b) For the avoidance of doubt, an Employee who is within the coverage above, and has an agent who assists the Employee during their appointment as an employee of the Employer, is not excluded from this Agreement.
- 2.2 This Agreement supersedes and replaces all previous employment agreements or other arrangements, whether express or implied, other than terms and conditions contained in an employee’s Individual Terms.
- 2.3 Nothing in this Agreement will apply to reduce the terms and conditions of employment applying to any employee employed by the Employer as at the date of commencement, except those terms agreed and recorded in any Terms of Settlement or by Variation.
- 2.4 An employee’s Individual Terms will record the period of the fixed term agreement and reasons for it consistent with section 66 of the Employment Relations Act 2000.

## **3. VARIATION**

- 3.1 The terms of this Collective Agreement may be varied by agreement between the Employer, Union and the employee(s) directly affected.

## **4. PARTIES RESPONSIBILITIES**

### **4.1 Employees will:**

- (a) do their job diligently and to the best of their ability;
- (b) work collaboratively with the Employer’s employees, clients, contractors and stakeholders;
- (c) always look for ways to improve the Employer’s business, reputation and relationships (including outside work hours);
- (d) comply with the Employer’s instructions and any applicable policies and procedures;
- (e) be open and honest, and advise the Employer of issues on a ‘no surprises’ basis;
- (f) take reasonable care for their own health and safety and take reasonable care that their acts or omissions do not adversely affect the health and safety of others; and
- (g) comply with any reasonable instruction and cooperate with any reasonable policy or procedure relating to health and safety at the workplace.
- (h) consent to the use of their image, title and work contact details by the Employer in any promotional materials, electronic, web based, printed or otherwise, as and when

required, provided that where practicable, the Employer will contact the Employee before use.

4.2 The Employer will:

- (a) deal with Employees fairly and reasonably;
- (b) aim at all times to operate a healthy and safe working environment;
- (c) notify Employees of any policies that apply to Employees;
- (d) where practicable ensure that there are sufficient understudies employed for roles to ensure that there is cover if a performer needs to take sick leave, and where Understudies are not engaged the Employer will ensure that actors will not be required to work if they are unable to perform and accepts the financial risk of cancelled performances as a result of this;
- (e) where identified as required by the Employer, appoint workers who support a production, such as dressers, stunt coordinators (etc) before rehearsals commence and, where required, an Intimacy Director will be appointed before auditions; and
- (f) where Understudies/Alternates are scheduled to perform in a production, record these dates in the Employee's Individual Terms.

## 5. HOURS OF WORK

5.1 Ordinary hours of work are set out in the Individual terms and as set out in a Schedule. The Employer may make reasonable changes to an Employee's hours of work, following consultation with the Employee.

5.2 Employees may need to work beyond their ordinary hours at times, including weekends, to fulfil their duties, so long as Employees will be provided with at least 12 hours break between work periods, and a scheduled one day off per week to ensure that they are not working for more than six consecutive days in a row. The minimum 12-hour break between work periods may be reduced to 10 hours with prior consultation with the Union Deputy and agreement with the Employees.

5.3 **For salaried employees:** the salary fully compensates the Employee for all hours worked, except as provided under clause 5.6.

5.4 **For waged employees:** the hourly wage will be paid for all hours worked, except as provided under clause 5.6.

### 5.5 Breaks:

- (a) Employees will be entitled to breaks in accordance with the Employment Relations Act 2000.
- (b) The actual times that rest and meal breaks are provided will be set to meet operational, rehearsal and performance requirements.
- (c) During Technical Rehearsals an additional 15 minutes shall be allocated before and after each 30-minute unpaid meal break to cover dressing requirements.

### 5.6 Overtime

- (a) **For salaried employees:** Where an Employee works beyond 50 hours in any given week during Production Week, they will be paid at the rate of time and a half for any hours worked over 50 hours, which will be calculated as an hourly rate based on the salary paid to the Employee.

- (b) **For waged employees:** Where an Employee works beyond 10 hours in any given day during Production Week, they will be paid at the rate of time and a half for any hours worked over 10 hours.
- (c) For the avoidance of doubt, where an Employee does not work on a public holiday, they will not be entitled to overtime under this clause.

## 6. REMUNERATION, BENEFITS AND CONDITIONS

### 6.1 Remuneration

- (a) An employee's remuneration will be recorded in their Individual Terms, provided that the following rates will apply from the date of this Agreement:

Role	The Employee will be paid at least the minimum rate as follows:	Where the Employer considers the Employee has at least six years' relevant experience, the Employee will be paid at least the minimum rate as follows:
<b>Practitioners up to 16 years' old</b>	\$23.15 gross per hour (clause 5.4)	\$25.70 gross per hour (clause 5.4)
<b>Chorus/Ensemble / Swing / Standby / Assistant Stage Manager</b>	\$30.00 gross per hour (clause 5.4) \$1,200.00 gross per week (clause 5.3)	\$34.00 gross per hour (clause 5.4) \$1,360.00 gross per week (clause 5.3)
<b>Featured / Understudy / Alternate</b>	\$30.00 gross per hour (clause 5.4) \$1,200.00 gross per week (clause 5.3)	\$36.00 gross per hour (clause 5.4) \$1,440.00 gross per week (clause 5.3)
<b>Supporting</b>	\$30.00 gross per hour (clause 5.4) \$1,200.00 gross per week (clause 5.3)	\$40.00 gross per hour (clause 5.4) \$1,600.00 gross per week (clause 5.3)
<b>Ensemble Cast</b>	\$30.00 gross per hour (clause 5.4) \$1,200.00 gross per week (clause 5.3)	\$42.00 gross per hour (clause 5.4) \$1,680.00 gross per week (clause 5.3)
<b>Lead</b>	\$32.30 gross per hour (clause 5.4) \$1,292.00 gross per week (clause 5.3)	\$45.00 gross per hour (clause 5.4) \$1,800.00 gross per week (clause 5.3)

(b) Increase to apply from 26 April 2025: 2.75% on printed rates, calculated as follows:

<b>Role</b>	The Employee will be paid at least the minimum rate as follows:	Where the Employer considers the Employee has at least six years' relevant experience, the Employee will be paid at least the minimum rate as follows:
<b>Practitioners up to 16 years' old</b>	\$23.79 gross per hour (clause 5.4)	\$26.41 gross per hour (clause 5.4)
<b>Chorus/Ensemble / Swing / Standby / Assistant Stage Manager</b>	\$30.82 gross per hour (clause 5.4) \$1,233.00 gross per week (clause 5.3)	\$34.94 gross per hour (clause 5.4) \$1,397.40 gross per week (clause 5.3)
<b>Featured / Understudy / Alternate</b>	\$30.82 gross per hour (clause 5.4) \$1,233.00 gross per week (clause 5.3)	\$36.99 gross per hour (clause 5.4) \$1,479.60.00 gross per week (clause 5.3)
<b>Supporting</b>	\$30.82 gross per hour (clause 5.4) \$1,233.00 gross per week (clause 5.3)	\$41.10 gross per hour (clause 5.4) \$1,644.00 gross per week (clause 5.3)
<b>Ensemble Cast</b>	\$30.82 gross per hour (clause 5.4) \$1,233.00 gross per week (clause 5.3)	\$43.16 gross per hour (clause 5.4) \$1,726.20 gross per week (clause 5.3)
<b>Lead</b>	\$33.19 gross per hour (clause 5.4) \$1,327.53 gross per week (clause 5.3)	\$46.24 gross per hour (clause 5.4) \$1,849.50.00 gross per week (clause 5.3)

6.2 Where an Employee is engaged as an Understudy, Swing or Alternate and performs in the role that they are an Understudy, Swing or Alternate for, they will be paid a performance fee of \$65.00 per performance.

6.3 Remuneration will be paid by direct credit into an Employee's nominated bank account as provided in an Employee's Individual Terms. The Employer may make reasonable changes to an Employee's pay cycle following consultation with the Employee.

6.4 The remuneration payable to an Employee may increase during the term of this Agreement by agreement between the Employer and the Employee. Should an increase result this will be recorded in writing.

6.5 Where an Employee is a member of KiwiSaver, the Employer will make contributions to the Employee's KiwiSaver subject to the restrictions and as required under the KiwiSaver Act 2006. Subject to the Act, the Employer will not make contributions where an Employee is:

(a) under 18 years of age;

- (b) over 65 years of age and has been a member of KiwiSaver for more than four years; and/or
- (c) not contributing to their KiwiSaver (for example, the Employee is on a contributions holiday or on leave without pay).

#### 6.6 **Consecutive Fixed Term Agreements**

- (a) Where a fixed term Employee is appointed a further engagement and the term overlaps with the first, the Employee will be paid a payment of 50% of the weekly remuneration of the second Agreement for the period of the overlap (pro-rated as needed). From 1 January 2025, the payment will increase to 100% of the weekly remuneration of the second Agreement for the period of the overlap (pro-rated as needed). Where this clause applies, the Employee will not be entitled to any overtime rates provided under clause 5.6.
- (b) This will be recorded in writing at the beginning of the [first/second] Agreement where practicable.

#### 6.7 **Makeup Allowance**

Employees engaged as performers will be paid a makeup allowance of \$20 per week from Production Week to the end of the Performance Season for the relevant production, to be paid in the Employer's first pay run for the relevant production. Specialist makeup and related items will be provided by the Employer.

### **EXPENSES**

- 6.8 Employees will be reimbursed for any actual and reasonable expenses incurred by an Employee in the course of their employment, if these have been authorised and are claimed in accordance with the Employer's policy.

### **7. DEDUCTIONS**

- 7.1 The Employer may deduct from an Employee's pay any money an Employee owes to the Employer (including any overpayment). The Employer will consult the Employee prior to making any deduction, and any deductions will be confirmed in writing.
- 7.2 Where requested by the Employee in writing, the Employer will deduct from the Employee's remuneration any agreed amount and will pay that amount to an organisation specified by the Employee.

### **8. HOLIDAYS AND LEAVE**

#### **Holidays Act 2003**

- 8.1 Employees are entitled to holidays and leave in accordance with the Holidays Act 2003. The following provisions summarise some of these entitlements.
- 8.2 The Employer is happy to answer any questions an Employee might have about their entitlements. For more information Employees can contact the Ministry of Business, Innovation and Employment on its Employment Relations Infoline, 0800 20 90 20, or may want to visit the Ministry's employment relations website, <http://employment.govt.nz>. If an Employee is a union member he/she may also want to contact the union.

#### **Annual holidays**

- 8.3 Because Employees will be employed for less than one year, Employees are not entitled to annual holidays subject to and in accordance with the Holidays Act 2003.

- 8.4 Employees will be paid holiday pay on termination of employment at the rate of 8% of their gross earnings, less any holiday pay paid in advance. The Employer may also allow an Employee to take annual holidays even though there is no entitlement, in which case the Employee's holiday pay will be adjusted accordingly.
- 8.5 For non-show Employees, due to the nature of the Employer's business, workflows decrease over the Christmas period. Employees will generally be expected to discontinue work on at least over the Christmas and New Year period at this time. The actual dates will be confirmed by the Employer and the Employer may require the Employee to take annual holidays or unpaid leave during any closedown period in accordance with the Holidays Act 2003.

### **Public holidays**

- 8.6 Employees are entitled to the normal (12) public holidays, where they fall on an ordinary working day, and will generally not be expected to work those days subject to and in accordance with the Holidays Act 2003. When an Employee is entitled to a public holiday, the Employee will be paid in the normal way.
- 8.7 If an Employee works a public holiday, the Employer will pay the Employee one and a half times what the Employee would normally have been paid for the time worked. In addition, if that day is an ordinary working day for the Employee, or if the Employer agrees, the Employee will also be entitled to an alternative holiday on pay. Note that any work on a public holiday must be required or approved in advance and in writing, otherwise the benefits in this clause will not apply.

### **Sick leave**

- 8.8 Employees may be entitled to sick leave subject to and in accordance with the Holidays Act 2003.
- 8.9 If an Employee needs to take sick leave or will otherwise be away from work, the Employee must telephone his/her manager (or whoever the Employer nominates) as soon as possible before the Employee is due to start work.

### **Medical certificates**

- 8.10 If an Employee is entitled to paid sick leave under the Holidays Act 2003, the Employer may require an Employee to provide a medical certificate if an Employee takes sick leave and:
- (a) the Employee or the Employee's spouse, partner or dependant has been sick or injured for three or more consecutive days (at the Employee's cost);
  - (b) the Employee has used up their sick leave entitlement or have taken more than the minimum entitlement of five days' sick leave provided for by the Holidays Act 2003 (at the Employee's cost); or
  - (c) the Employer otherwise wants the Employee to provide the Employer with a medical certificate to support the Employee's sick leave (at the Employee's cost).
- 8.11 If an Employee is not entitled to paid sick leave, the Employer may require an Employee to provide a medical certificate if an Employee is not able to work (at the Employee's cost).
- 8.12 Where the Employer has concerns about an Employee's fitness for work, the Employer may request that the Employee consult one or more health professionals nominated or approved by the Employer, at the Employer's cost, to provide advice to the Employee and Employer about the Employee's health and fitness for work, and about ways of managing the Employee's illness or injury while at work. The Employer may make this a condition of the Employee remaining at work or returning to work.

## **Bereavement leave**

- 8.13 Employees may be entitled to bereavement leave subject to and in accordance with the Holidays Act 2003.

## **Family Violence Entitlements**

- 8.14 Employees be entitled to family violence leave (up to 10 days' per annum after 6 months' continuous employment) and to request a short term (2 months or less) variation of their working arrangements to assist an Employee to deal with the effects of family violence in accordance with the Holidays Act 2003 and Employment Relations Act 2000.

## **Parental leave**

- 8.15 Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

## **Other leave**

- 8.16 The Employer may grant an Employee additional or other leave (e.g. extended sick or bereavement leave, or special leave) where the Employer considers that to be appropriate. This leave may be paid or unpaid, and conditions may apply.
- 8.17 **Requests for Paid Special Leave:**
- (a) Employees may request special leave where they are not otherwise entitled to sick leave, bereavement leave and/or family violence leave.
  - (b) Applications for special leave should be made in advance of the leave being taken to the Executive Director, or such other person as delegated by the Executive Director from time to time.
  - (c) Applications for special leave that relate to medical absences of more than three consecutive calendar days' must be accompanied by a medical certificate, at the Employee's expense.
  - (d) Payment for special leave approved under this clause will be calculated at the Employee's base remuneration.
  - (e) Nothing in this clause provides an Employee an entitlement to paid special leave, and any special leave that is approved will be solely at the discretion of the Employer.

## **9. HEALTH AND SAFETY**

- 9.1 The Employer and Employees agree to act in accordance and will comply with the Health and Safety at Work Act 2015.
- 9.2 Employees will:
- (a) comply with all policies, procedures and rules covering health and safety;
  - (b) comply with any safety and health requirements of any principal to which the Employer is contracted to carry out work for;
  - (c) report all actual and potential hazards to management and co-operate in assisting the Employer to reduce, minimise and monitor such hazards;
  - (d) report all accidents and/or near misses to the Employer immediately and on reporting any accident and/or near miss, assist as required with recording all accidents in the Accident Register; and
  - (e) wear the personal protective clothing issued by the Employer, at all appropriate times.



### 9.3 Representation

- (a) ENZ Members are encouraged to seek appointment to the Health and Safety Committee (the "Committee"), which meets monthly.
- (b) An ENZ Member who is appointed to the Committee will be paid two hours, at \$30.00 per hour (gross), for preparation and attendance at Committee meetings, provided that the ENZ Member attends meetings as scheduled.
- (c) The Employer may introduce and/or update existing policies addressing health and safety as and when required. Any policies introduced will be provided to the Employee. The Employee agrees to abide by any policies that may be in place from time to time. Any policies are to be read in conjunction with this clause and if there are inconsistencies between this clause and any policy they will be addressed by the overall intent of the Employer and Employee to provide a safe workplace.

### 9.4 Stage Fighting and Stunts ("Stunts"):

- (a) Where required, a suitably experienced Stunt Co-Ordinator will manage all Stunts for any production.
- (b) Any equipment used in the performance of any Stunt will be checked by Stunt Co-Ordinator and/or appointed deputy of the Stunt Co-Ordinator, prior to each performance.
- (c) Employees who participate in any Stunt will run through the Stunt routine(s) within the hour prior to any performance, **unless otherwise directed by the Stunt Co-ordinator.**

### 9.5 Stage Intimacy and Relationships ("Intimacy"):

- (a) Where required, a suitably experienced **and/or qualified** Intimacy Director will manage Intimacy requirements for any production.
- (b) Any Intimacy scenes will be conducted in accordance with any Employer Policy and reference to external Guidelines as appropriate.

## 10. HARASSMENT DISCRIMINATION AND BULLYING

- 10.1 The parties to this agreement acknowledge that harassment, discrimination, bullying and/or exclusionary conduct is unacceptable ("negative conduct"). Any negative conduct should be reported to an employee's immediate supervisor or another management representative. Complaints will be investigated consistent with the conduct in question and including reference to any relevant policy and/or guideline.
- 10.2 Any negative conduct, if established, may lead to the offender being subject to disciplinary action, which may range from counselling to being dismissed for serious misconduct.
- 10.3 The employer may introduce and/or update existing policies addressing negative conduct as and when required. Any policies introduced will be provided to the employee. The employee agrees to abide by any policies that may be in place from time to time. Any policies are to be read in conjunction with this clause and if there are inconsistencies between this clause and any policy they will be addressed by the overall intent of the employer and employee to address any such conduct.

## 11. DIVERSITY AND INCLUSION

- 11.1 The parties acknowledge the benefit of the participation of people of colour, women, gender-diverse, and people with disabilities. Where possible, the Employer will cast performers with disabilities, people of colour, without reference to age, gender-diverse performers, and genders in roles where race, ethnicity, gender, sex, age, or the presence or absence of a disability is not relevant to the role.

- 11.2 Where a role to be cast depicts a character with a disability or with a specific reference to being a member of the community, the Employer will include this information in the casting specifications so that any party may audition for the role. The Employer will use its best endeavours to cast a role depicting a person with a disability or with a specific reference to a community with a performer with the same disability or inclusion in that community .

## **12. TERMINATION**

### **Termination by either party on notice**

- 12.1 Notwithstanding any other provision of this Agreement and/or an Employee's Individual Terms, either party may terminate this agreement providing not less/more than two weeks' notice, unless the parties agree otherwise and provided that in the case of summary termination by the Employer, the Employer has sufficient reason for doing so.
- 12.2 The Employer may pay an Employee in lieu of working out all or part of the notice period. Where the Employer considers it necessary to protect the Employer's interests, the Employer may also require that an Employee undertake limited or different duties or that an Employee goes on 'garden leave' for all or any part of any notice period. During any period of garden leave the Employer may require an Employee to stay away from the workplace, and to not undertake any work or communicate with the Employer's clients or employees. The Employer may also require an Employee to:
- (a) attend the workplace for specified periods;
  - (b) undertake specified tasks; or
  - (c) provide the Employer with information or assistance as the Employer considers appropriate.

### **Serious misconduct**

- 12.3 Notwithstanding any other provision of this Agreement and/or an Employee's Individual Terms, the Employer may dismiss an Employee without notice for serious misconduct

### **Suspension**

- 12.4 If the Employer decides to investigate a matter involving possible serious misconduct, the Employer may, after consulting the Employee, suspend an Employee until the Employer decides what action to take. Normally, any suspension will be on full pay. However, in some circumstances (such as a criminal investigation which prolongs the investigation process, or a failure or inability by an Employee to cooperate with the Employer's reasonable requirements) the Employer may, again after consulting the Employee, suspend an Employee without pay.

### **Abandonment**

- 12.5 If an Employee is absent for three consecutive working days without authorisation and without contacting the Employer, the Employee will be deemed to have terminated their employment without notice. The Employer will try to contact the Employee first.

### **Redundancy**

- 12.6 Notwithstanding any other provision of this Agreement and/or an Employee's Individual Terms, if the Employer decides to disestablish an Employee's role, the Employee's employment may be terminated on notice for redundancy. The Employer will not pay the Employee redundancy compensation.
- 12.7 An employee will not be entitled to payment for any shortfall in notice or compensation for redundancy where all or part of the Employer's business is restructured and the Employee is offered redeployment into a position for which the Employee has appropriate skills and

experience, on terms and conditions of employment which are, overall, comparable to the Employee's current terms and conditions.

### **Transfer of business - employee protection provision**

- 12.8 If the Employer enters into negotiations for the sale, transfer or contracting out of all or part of the Employer's business (as those terms are used in section 69OI of the Employment Relations Act 2000), and if that would result in an Employee's role being made redundant, the Employer will ask the person acquiring the business whether they wish to offer an Employee employment and, if so, whether this would be on the same terms and conditions and/or whether the Employee's employment would be treated as continuous. If the person acquiring the business does not wish initially to offer employment on this basis, the Employer will request the reasons for that and will consider whether to continue negotiations about an Employee's employment. Ultimately, the decision rests with the person acquiring the business.
- 12.9 If the person acquiring the business wants to offer employment to an Employee, the Employer will try to ensure that the offer and details of the transfer process are communicated to the Employee so that the Employee has a reasonable period of time to consider them.
- 12.10 If the person acquiring the business does not offer to employ an Employee, or if an Employee does not want to accept an offer from that person, the Employer will meet with the Employee as soon as practicable to discuss the Employee's entitlements under this agreement, possible redeployment options, the next steps in terms of process, and any other matters that the Employee or the Employer wish to raise.

### **Termination for incapacity**

- 12.11 Notwithstanding any other provision of this Agreement and/or an Employee's Individual Terms, the Employer may terminate an Employee's employment on notice prior to the expiry of the fixed term if, as a result of a mental or physical illness, injury or condition, an Employee is unable to fully carry out their duties for an extended period, or termination is otherwise reasonable in the circumstances.
- 12.12 Before terminating an Employee's employment for this reason, the Employer may request that the Employee consult or be examined by one or more health professionals in accordance with the earlier "Medical certificates" provision in this agreement.

### **Termination for other reasons**

- 12.13 Notwithstanding any other provision of this Agreement and/or an Employee's Individual Terms, the Employer may terminate an Employee's employment on notice prior to the expiry of the fixed term for other reasons, including (but not limited to) poor performance, misconduct, conflict of interest, a breakdown in trust and confidence, or incompatibility (ie a breakdown in one or more of an Employee's important working relationships).

## **13. FORCE MAJEURE**

- 13.1 Neither party will be liable to the other for any failure to perform the party's obligations under this Agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) a natural disaster, health epidemic or pandemic, governmental actions or war (an "Event").
- 13.2 Other than as provided in clause 13.3 of this Agreement, irrespective of any other term of this Agreement, Employer Policy and/or practice, where an Event occurs, the Employee acknowledges that the Employer will not be required to provide them with work and/or pay their remuneration.
- 13.3 The Employer will consult with Employees about its application clause 13.2 and if applied by the Employer, Employees:

- (a) will be entitled to any compensation paid to the Employer by a secondary party for loss of any employee's earnings (for example, insurance or Government worker support subsidy) or any other payment agreed to by the Employer;
- (b) will be placed on leave without pay;
- (c) or where entitled, may elect to take annual holidays, use sick or bereavement leave, or any other leave entitlement, in accordance with the Holidays Act 2003 and this Agreement.

## 14. PROPERTY

### Confidential information

- 14.1 Employees will not, except in the proper course of their employment, directly or indirectly use or disclose to any person or entity any confidential information belonging or relating to the Employer. Employees will also take all reasonable steps to prevent the improper use or disclosure of any confidential information.
- 14.2 For the purposes of this agreement, **confidential information** includes, but is not limited to:
- (a) any information, data or footage not known generally outside the Employer's business that relates to any of the Employer's business affairs, finances, trade secrets, intellectual property, employees, contractors or customers/clients, whether that information is held in hard copy, electronically or otherwise;
  - and
  - (b) the terms of this fixed term agreement.

### Intellectual property

- 14.3 Any intellectual property (including any copyright work) created during the course of an Employee's employment will be the Employer's sole property, from the time that the intellectual property is created.
- 14.4 Employees waive all moral rights in any copyright work covered by this clause.
- 14.5 Upon request, and at the Employer's cost, an Employee will do anything that the Employer requests to vest these intellectual property rights in the Employer. If an Employee fails to comply with a request within the timeframe specified by the Employer, the Employee hereby appoints the Employer as their attorney to execute any documents on the Employee's behalf.

### Return of property

- 14.6 Immediately upon request, termination, or expiry of the fixed term (whether or not an Employee disputes the request or termination) the Employee will deliver to the Employer any property or material that is in an Employee's possession or control, and that belongs to or concerns the Employer, the Employer's business, employees, contractors, clients or stakeholders. This includes any equipment the Employer supplies to an Employee, any keys, electronic information, data or footage and the copies or originals of any documents (electronic or hard copy) that are related to the Employer or that contain any confidential information or intellectual property.
- 14.7 If an Employee fails to return our property as required, or if the property is not returned in a satisfactory condition, the Employer may:
- (a) take legal steps to recover the Employer's property from the Employee;
  - (b) deduct the replacement cost or current value of the property from any amount owing to the Employee;

- (c) recover the replacement cost or current value of the property from the Employee; and
- (d) require the Employee to pay the Employer any costs that the Employer incurs enforcing the Employer's rights under this clause.

## **Survival**

14.8 These property provisions will continue to apply after the termination or expiry of this fixed term agreement.

## **15. CONFLICT OF INTEREST**

15.1 During the term of this agreement, an Employee will not, on their own behalf, or for or with any other person or entity:

- (a) be employed or engaged by;
- (b) undertake work for; or
- (c) be interested or involved in, any entity, business or activity that competes with the Employer, conflicts with the Employer's interests or affects an Employee's ability to fully meet the requirements of their role, without the Employer's prior written consent, which will not be unreasonably withheld.

15.2 An Employee will disclose to the Employer any situation that may give rise to a conflict of interest as soon as the Employee becomes aware of that possibility.

15.3 These restrictions are necessary to allow the Employer to have the opportunity to:

- (a) assess the extent to which any other employment may impact on an Employee's ability to come to work sufficiently rested and ready to safely perform their duties; and
- (b) protect the Employer's commercial interests and reputation, client relationships, confidential information and/or intellectual property, to the extent that these may be threatened by an Employee's involvement in the other business or activity.

## **16. PRIVACY**

16.1 The Employer may collect and retain personal information relating to an Employee's employment directly from an Employee or any third party.

16.2 Under the Privacy Act 2020, an Employee has rights and obligations and in particular rights of access to, and correction of, personal information (except insofar as it relates to any exemption provided by the Act).

16.3 The Employer may, from time to time, share personal information about an Employee (including duties and salary details) with third parties. This may be for the purposes of payroll, human resources and employment law support, IT systems, emails, and for any other genuine business purpose. The transfer of such information to such third parties may include storage of the information offshore.

16.4 An Employee's personal information will at all times be treated strictly confidentially and in accordance with the Privacy Act 2020.

16.5 The Employer may transfer personal information about an Employee to its parent and/or related entities to increase efficiencies in its human resources systems and/or for other operational purposes.

16.6 An Employee must not breach the privacy of any customer, client, fellow employee or the Employer in the course of their employment.

## **16.7 Use of Surveillance Equipment**

- (a) The Employer may use surveillance equipment for the purposes of security (including to deter or investigate loss or damage), for health and safety purposes, or training.
- (b) An Employee has been made aware that such surveillance may be in operation during the course of employment, and acknowledges that information is being collected in this way.
- (c) The Employer shall comply with the Privacy Act 2020 when collecting and storing such information.

## **17. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- 17.1 The Employer encourages Employees to raise any issue they have regarding their employment with their manager or, if this is not appropriate, with the Employer directly. Similarly the Employer will raise any issue the Employer has directly with an Employee. Both parties will try to resolve the issue promptly, fairly and discreetly.
- 17.2 If the issue cannot be resolved internally, the parties can access the Employment Relations Service run by the Ministry of Business, Innovation and Employment. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.
- 17.3 If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority for assistance. This is a more formal step to take. The Authority's role is to investigate the problem and to make a decision.
- 17.4 Employees are entitled to have a support person or representative involved at any stage in the process.
- 17.5 Any personal grievance should be in writing and must be raised with the Employer within 90 days beginning with the date on which the action alleged to amount to the grievance occurred or an Employee became aware of the grievance, whichever is later, otherwise the Employee may not be able to pursue your grievance.

## **18. TERM AGREEMENT**

- 18.1 The Term of this Agreement is for 24 months, coming into force on 26 April 2024 and shall continue in force until its expiry on 25 April 2026.

**SIGNATORIES TO THIS AGREEMENT**

**SIGNED** for and on behalf of  
**The Court Theatre Trust** by  
**Gretchen La Roche**

\_\_\_\_\_

\_\_\_\_\_ Date

**SIGNED** for and on behalf of  
**Equity New Zealand** by  
**Denise Roche**

\_\_\_\_\_

\_\_\_\_\_ Date

## **SCHEDULE A –**

### **DEFINITIONS CLAUSE 6.1**

**Alternate** – an actor that covers a Lead/Supporting role and is scheduled to go on stage for certain performances (such as matinees).

**Chorus/Ensemble** – an actor that usually has few or no spoken lines or solo parts. A Chorus/Ensemble member may play multiple roles through the course of a show, which aren't integral to the plot (referred to as their 'track').

**Ensemble Cast** – an Ensemble Cast is one that is composed of multiple lead actors who are typically assigned roughly equal amounts of stage time. Each Ensemble Cast member is integral to the plot and no individual performance is highlighted more than another.

**Featured** – a Chorus/Ensemble member who has significant solo material (for example, dance, song, or scene) which highlights their performance.

**Lead** – an actor who plays one of the largest roles, either in terms of solo material or significance to the plot (typically a protagonist), excluding Ensemble Cast and Featured.

**Standby** – an off-stage actor that covers a Lead/Supporting role.

**Supporting** – an actor who plays a secondary character whose role is to support or conflict with the Lead(s).

**Swing** – an actor that covers various Chorus/Ensemble roles.

**Understudy** – an on-stage Chorus/Ensemble member who covers a Lead/Supporting/Ensemble Cast role.

**Assistant Stage Manager (ASM)** – a member of the stage management team and stage crew who helps the stage manager in the running of a production. The ASM manages backstage operations to support and ensure the efficient execution of performances.

### **DEFINITIONS (GENERAL)**

**Production Week** – The week prior to opening night, usually commencing on a Monday, and ending on the completion of the opening night performance, and will be recorded in the Employee's Individual Terms.

**Technical Rehearsals** – The day(s)/hour(s) after plotting but before the first dress rehearsal.

**Performance Season** – All performances and calls from the completion of the opening night performance and ending on the completion of the final night performance.