Actors' Collective Employment Agreement

2025-2026

Auckland Theatre Company

Equity New Zealand

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1 Parties

1.1 The parties to this collective employment agreement ('**Agreement**') are:

Auckland Theatre Company ('**ATC**'); and

Equity New Zealand (the '**Equity**').

2 Coverage

2.1 This Agreement will apply to actors who are employed directly by ATC for a fixed term to perform as an actor.

2.2 When determining coverage:

'**actor**' means a person employed by ATC to perform on-stage or cover a role to be performed on-stage in a production;

2.3 When an actor is employed by ATC for **'Other Work'** such as readings, workshops or development the casual rates in Schedule 1 will apply.

2.4 For the avoidance of doubt this agreement does not cover non-actors in non-acting roles and community actors, community ensemble, community choirs, community bands, and students on secondment.

3 Terms and conditions of employment

3.1 The actor's terms and conditions of employment with ATC will include:

a the general terms and conditions applicable to all actors who are parties to this Agreement, as set out in this Agreement; and

b the specific terms and conditions of employment applicable to the individual actor, including (but not limited to) a schedule detailing rehearsal, production week and performance season dates, name of the actor's role, job assignments, weekly pay and the actor's required date of arrival ('**Individual Terms**')

3.2 An actor may appoint an authorised representative to act on their behalf to negotiate Individual Terms and sign for the actor ("Agent"). Agreements by the Agent are taken by ATC to be actions on behalf of and binding on the actor.

4 Nature and term of the actor's employment

4.1 The actor's employment will be of a fixed term duration in accordance with section 66 of the Employment Relations Act 2000. The Individual Terms will include the period of the fixed term.

4.2 At the time ATC makes an offer of employment to an actor under this Agreement, it will provide the actor with a set of Individual Terms. For the engagement to become legally binding on both parties, the actor must sign the Individual Terms and return it to ATC. If an offer of engagement is not signed and returned to ATC within 14 days of its issue date it expires and no offer exists.

4.3 The actor's employment will begin on the Start Date set out in the Individual Terms and will continue in force until the End Date set out in the Individual Terms, unless terminated sooner in accordance with this Agreement. ATC may offer to extend the term of the Agreement, based on the operational requirements of the production. Any extension of the term of the Agreement must be in writing and signed by both ATC and the actor.

4.4 If the actor has been cast in a role and at the point of acceptance of the Individual Terms, is required for a costume fitting, chemistry test to read in an audition or photoshoot, prior to the Start Date set out in the Individual Terms, the actor will be remunerated at the rate specified at Schedule 1.

4.5 Equity understands that ATC has genuine reasons on reasonable grounds for employing the actor pursuant to a fixed term agreement. This reason for the fixed term is that the actor is being employed to perform a role in a specific production, which requires a set period of rehearsal and is then performed for a limited time. The actor's employment will terminate on the End Date (subject to any extension agreed to in writing under clause 4.3) set out in the Individual Terms because this is the expected completion date of the production.

4.6 Nothing in the actor's Individual Terms or this Agreement, or any extension of the term of the Agreement, shall be interpreted or understood to give any expectation that the actor's employment will be renewed for a further period or that any subsequent agreement will be entered into.

4.7 Notwithstanding the fixed term nature of this Agreement, the actor or ATC may terminate the actor's employment ahead of the End Date in accordance with this Agreement.

5 Overlapping fixed-term employment periods

5.1 For the purposes of this clause, the '**First Production'** is the production in which the actor is already engaged, under a fixed-term employment agreement, to perform for ATC.

5.2 While engaged to perform the First Production, ATC may offer the actor a role in a second production ('**Second Production**'). Operational requirements may mean that the actor is engaged by ATC under overlapping fixed-term employment agreements, to perform both the First Production and Second Production ('**Overlapping Agreements**').

5.3 During the period that they are engaged pursuant to Overlapping Agreements, the actor will receive an adjusted weekly fee comprising of:

a Their weekly pay for the First Production; and

b 100% of their weekly pay for the Second Production.

5.4 During the period that they are engaged pursuant to Overlapping Agreements, clauses 7 and 8 apply to the Actor.

6 Responsibilities of ATC and the actor

6.1 The actor will perform the work and fulfil the duties and responsibilities set out in their Individual Terms.

6.2 The actor shall:

a during their Hours of Work, dedicate their attention and abilities to the role they are employed for;

b act in the best interests of the production, their colleagues and ATC;

c carry out their work to the best of their skill and ability, free from risk of impairment by drugs and / or alcohol;

d comply with all reasonable and lawful directions given by ATC;

e abide by the Equity New Zealand Code of Conduct, attached as Schedule 2

6.3 The actor shall not, without ATC's prior written express consent:

a bind ATC in any contract for sale or provision of services; or

b provide any statements to or be interviewed by the media or press relating to ATC or the actor's employment, other than in accordance with clause 35 of this Agreement (media, publicity and promotion); or

c do or say anything which damages or which could reasonably be expected to damage the interests or reputation of ATC.

6.4 ATC will:

a deal with the actor fairly and reasonably;

b aim, at all times, to operate a healthy and safe environment; and

c notify the actor of any policies that apply to them.

7 Hours of work

7.1 The hours of work shall be set out in the Individual Terms. In accordance with clauses 7.8 through 7.10. ATC may vary those hours following consultation with the actor.

7.2 The actor must disclose in writing any unavailability or conflicting obligations during the engagement during negotiations and prior to signing the Individual Terms. Where ATC agrees to any unavailability by the actor, that will be recorded in the Individual Terms. Any change in the actor's availability after that point is subject to agreement by ATC.

7.3 If the actor is unable to attend work on any particular day or the actor will be late for work, the actor must advise ATC as soon as possible that day.

7.4 Start times and finish times will be clearly marked on all schedules and variations to these hours can be agreed in consultation with the actor; any agreed variations to scheduled hours will be verified by the stage managers daily records of sign in and sign out.

The actor is required to sign in and sign out with the stage manager each day they are in attendance during the rehearsal period, production period and performance season ("Timesheet").

7.5 When determining the number of hours worked for calculating maximums and overtime ("Hours Worked"):

a the Start Time will be the start time as stated time on the schedule, or any written amendment issued by the stage manager;

b the Finish Time will be the earlier of:

i the time the actor signs out on the Timesheet; or

ii the End Time stated on the schedule or any written amendment issued by the stage manager.

c any hours additional to the schedule (or its written amendment) must be mutually agreed in advance between the actor and stage manager and recorded in writing.

7.6 If for any reason the actor does not sign out, the stage manager will note the Finish Time on the Timesheet.

7.7 For the avoidance of doubt, only hours as described in 7.5 will be counted when calculating the Hours Worked.

7.8 **Rehearsal and 'other work' working hours:**

a The rehearsal schedule will be determined by the director of the production and communicated to the actor ahead of the first day of rehearsals.

b The dates and times of rehearsals are subject to change by mutual agreement.

c During the rehearsal period, the actor will not be required to:

i work more than six days consecutively;

ii work for more than 10 hours per day;

iii work more than 46 hours in a six day period;

iv return to work with less than 12 hours' break between the end of one work day and the start of the following work day.

d Where ATC requests it and the actor agrees to work longer than the limits set out in c, the overtime rate set out in Schedule 1 shall be paid for each hour until the limit resets.

7.9 **Production period working hours:**

a The production period means the time spent in the theatre venue by the actor working on the technical elements of the show including technical and dress rehearsals. For the avoidance of doubt, the production period does not include rehearsals prior to arrival at the theatre venue.

b The production period schedule will be determined by ATC and communicated to the actor by the end of the second week of rehearsals.

c The dates and times of the production period are subject to change by mutual agreement.

d During the production period, the actor will not be required to:

i work more than six days consecutively;

ii work for more than 12 hours per day;

iii work 12 hours per day for more than four days consecutively;

iv work more than 64 hours in a six day period;

v return to work with less than 10 hours' break between the end of one work day and the start of the following work day.

e Where ATC requests it and the actor agrees to work longer than the limits set out in d, the overtime rate set out in Schedule 1 shall be paid for each hour until the limit resets.

7.10 **Performance season working hours:**

a The performance season means the scheduled performances of the work from first public preview to closing night, as specified in the performance season schedule in the Individual Terms.

b The schedule for the performance season will be set out in the actors Individual Terms.

c The dates and times of the performance season schedule are subject to change by mutual agreement.

d On the dates of the public preview performances, the actor may be required to attend media calls and rehearsals. If this occurs, ATC will ensure that the actor is provided with adequate rest time before the actor's evening performance.

e During the performance season, the actor will not be required to:

i work more than six days consecutively;

ii work for more than 12 hours per day;

iii work 12 hours per day for more than four days consecutively;

iv work more than 48 hours in a six day period;

v return to work with less than 12 hours' break between the end of one work day and the start of the following work day, except where a school matinee is scheduled.

f Where ATC requests it and the actor agrees to work longer than the limits set out in e, the overtime rate set out in Schedule 1 shall be paid for each hour until the limit resets.

g ATC shall not schedule more than two performances in any one day or eight performances in any six day period.

h The actor is required to arrive at the performance theatre for show call at a time determined by the director and advised by the stage manager.

8 Rest and meal breaks

8.1 At all times in the engagement, the actor will be entitled to rest breaks of 15 minutes and meal breaks of 60 minutes. The timing and number of these breaks shall be in accordance with the Employment Relations Act 2000 and any amending or substituting Acts, in consideration of ATC's operational, rehearsal and performance requirement. The actor will not be required to work more than five hours without a meal break except for a performance call when a maximum of six hours may be worked without a meal break, provided that a rest break is provided within the call.

8.2 If the actors present wish to work a shorter day, and ATC approves this schedule change, the actors present can, by majority decision, agree to reduce the meal break from 60 minutes to 45 minutes or not less than 30 minutes, provided that there is a corresponding earlier than scheduled finish time. The ATC and the personnel leading the production cannot request the meal break be shortened. A shortened meal break is for the purpose of the day finishing earlier than scheduled, not to do more work.

8.3 During a rest and / or meal break:

a The actor will be provided with a suitable room which has access to hot water, tea, coffee, milk and sugar.

b The actor will not be interrupted by ATC with requests for any type of work.

8.4 During the production period as specified in 7.9a, whilst at the theatre venue, ATC will provide the actor with a catered evening meal on each day of the production period where the actor is called for work.

8.5 During the performance season as specified in 7.10a, ATC will provide the actor with a catered meal between the shows on any day where there are two shows scheduled.

8.6 Rest and meal breaks are paid time and count towards calculation of the Hours Worked.

9 Location

9.1 The actor shall work at the locations specified in the Individual Terms. Workplaces within the Auckland Council local government area shall not incur any travel or any other allowances. Workplaces outside that area shall incur the terms as set out in clause 10.

10 Relocating to Auckland and touring

Relocation to Auckland

10.1 If the actor is engaged from a home base which is outside of the Auckland Council local government area, ATC will arrange and cover reasonable costs associated with travel as follows:

a Travel to / from the actor's home base as follows:

i Where the actor elects to drive their vehicle from their home base outside of Auckland to Auckland ATC will reimburse the actor for mileage, in accordance with Schedule 1 of this Agreement.

ii Where the actor elects to fly from their home base outside of Auckland to Auckland, a return economy flight from the actor's home base to Auckland and airport transfers in both their home base and in Auckland.

b Accommodation for the period the actor is required to relocate to Auckland. ATC will use reasonable efforts to ensure the accommodation is clean, safe, appropriately furnished and resourced with WIFI and safe kitchen, bathroom, laundry and bedroom facilities in their own room.

c In the event that the accommodation period is three nights or less, ATC will provide hotel accommodation in agreement with the actor in their own room.

d Where the actor elects to arrange their own accommodation, ATC will provide an accommodation allowance in accordance with Schedule 1 of this agreement.

Touring outside Auckland

10.2 If the actor is required by ATC to tour to locations outside of their home base local government area, ATC will arrange and cover reasonable costs associated with travel as follows:

a Travel from home base to the first tour stop and the final tour stop to home base as follows:

i Where the actor elects to drive their own car, ATC will reimburse the actor for mileage, in accordance with Schedule 1 of this Agreement.

ii Where the actor elects to travel by plane ATC will provide a return economy flight to the location and airport transfers.

iii While on tour, ATC will provide safe, comfortable ground transport with a driver.

b Accommodation for the period the actor is on tour outside of their home base local government area. ATC will use reasonable efforts to ensure the accommodation is clean, safe, appropriately furnished and resourced with WIFI and safe kitchen, bathroom, laundry and bedroom facilities in their own room.

c In the event that accommodation at the tour destination is required for less than two nights, ATC will provide hotel accommodation, in agreement with the actor in their own room.

10.3 To avoid doubt, ATC does not reimburse for any expenses the actor incurs on tour.

10.4 For travel in accordance with clauses 10.1 to 10.2 ATC will pay the actor a daily allowance ('**per diem**') in accordance with Schedule 1. Payment of per diems will be made weekly in advance of the actor's arrival (usually on Wednesday) to the nominated bank account of the actor.

11 Remuneration

11.1 The actor will receive the weekly pay and any other benefits and allowances specified in the Individual Terms, based on the rates of pay set out in Schedule 1. The actor's weekly pay is subject to the deduction of income tax and any other agreed deductions.

11.2 The actor's weekly pay will be paid in arrears (usually on Wednesday) by credit transfer into the actor's nominated bank account.

11.3 Although ATC will use its reasonable endeavours to ensure that the actor's Remuneration is paid on time, it will not be responsible if it is paid late because of bank transfer delays or other circumstances outside ATC's control.

11.4 The actors weekly pay is the full amount to cover the maximum hours of work outlined in clause 7.

11.5 The parties agree that during the term of this agreement the total hours worked for each actor will be calculated at the end of their engagement with Auckland Theatre Company. If the total hours worked for the entire engagement exceed the combined maximum number of hours allowed under clause 7and all its subclauses, overtime shall be paid at the rate specified in Schedule 1.

12 KiwiSaver

12.1 ATC will facilitate the actor's participation in KiwiSaver and pay the employers contribution in accordance with the KiwiSaver Act 2006 and any amending or substituting Acts

12.2 For the avoidance of doubt, the actor's own contributions to KiwiSaver will be taken out of the actor's take home weekly pay.

13 Allowances

13.1 The actor's applicable allowances will be listed in their Individual Terms.

13.2 Rates of allowances are set out in Schedule 1.

14 Costumes

14.1 ATC will provide the actor with all costumes and clothing (including footwear) they are required to wear in the performance of their role.

14.2 ATC will regularly maintain and launder costumes and repair or replace items for any costumes that are ripped or damaged during the performance season.

15 Expenses

15.1 If the actor intends to incur an expense they intend to claim from ATC, they must first receive written authorisation.

16 Deductions

16.1 ATC may make deductions from any weekly pay or other money (including, but not limited to, holiday pay) owing to the actor at any time during the course of the actor's employment or on termination of the employment. Any Deductions must be agreed in writing by the employee as per The Wages Protection Act 1983.

16.2 To the extent permitted by law, deductions may be made for any sum which may be owing from the actor to ATC for any reason whatsoever (including in relation to property as provided for in clause 34.6).

17 Holidays Act

In clauses 18 through 22 we have set out the information which is important to the actor's fixed-term employment with ATC in relation to the Holidays Act 2003. Actors can find further Information about their entitlements from Equity or the Ministry of Business, Innovation and Employment.

18 Annual holidays

18.1 The actor will be employed for less than 12 months and accordingly it is agreed that ATC will pay their annual holiday pay with their weekly pay at the rate of 8% of their gross earnings, in accordance with the Holidays Act 2003.

19 Public holidays

19.1 The recognised public holidays are New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, Boxing Day, and the anniversary day of the actor's region or province.

19.2 The actor will work on a public holiday if required by ATC. However, unless specifically required to do so, the actor shall not otherwise work on a public holiday.

19.3 In the event the actor works on a public holiday, the actor will be paid for the hours actually worked at the rate of 1.5 times the actor's relevant daily pay rate or, where that cannot be determined, the actor's average daily pay rate (on an hourly basis).

19.4 The actor is entitled to an alternative holiday if:

a a public holiday falls on a day that would otherwise be an ordinary working day for the actor; and

b the actor is required to work and does work, in accordance with this Agreement, on any part of that day.

19.5 If ATC is unable to provide an alternative holiday within the period of employment, due to operational requirements, ATC will pay out any accrued alternative holidays with the actor's final pay.

20 Sick, bereavement and family violence leave

20.1 Because the actor will be employed on a fixed-term basis for less than six months, ATC does not anticipate that they will become entitled to paid sick, bereavement or family violence leave.

20.2 If the actor does become entitled to sick, bereavement and family violence leave, this will be provided in accordance with the Holidays Act 2003.

21 Special paid leave

21.1 ATC recognises that personal circumstances may arise which create a genuine need for the actor to be absent from work and that, given the nature and length of the actor's employment, it is unlikely that they will become entitled to paid leave under the Holidays Act 2003.

21.2 The actor may apply for special leave on the following terms:

(a) Special leave must be applied for in advance via the Stage Manager who will seek approval from the Director, Artistic Operations.

(b) Medical absences of more than three days must be accompanied by a medical certificate (at the actor's expense).

(c) If the special leave is not approved by ATC, there will be no pay for the period of absence.

(d) Special paid leave will only be available to actors who are not otherwise entitled to annual holidays, sick leave, bereavement leave and / or family violence leave under the Holidays Act 2003.

(e) Special paid leave does not accrue and is not paid out to the actor at the end of their employment.

22 Parental leave

22.1 Because the actor will be employed on a fixed-term basis for less than six months, ATC does not anticipate that they will become entitled to parental leave.

22.2 If the actor does become entitled to parental leave, this will be provided accordance with the Parental Leave and Employment Protection Act 1987 and any amending or substituting Acts.

23 Rules, policies and procedures

23.1 ATC is entitled to introduce, vary or cancel rules, policies and procedures which will apply to actors. Such rules, policies and procedures, and all variations and cancellations of them, shall come into effect as notified by ATC from time to time, and the actor is required to comply with them.

24 Access and inclusion for audiences

Access and inclusion is extremely important to ATC – we want to make sure our work can be enjoyed and experienced by all. We expect our actors to share in this commitment.

24.1 ATC will endeavour to programme New Zealand Sign Language and audio descriptions with pre-show touch tours and sensory relaxed performances into its seasons.

24.2 The actor will cooperatively work with ATC to facilitate accessible services as part of the actor's performance.

25 Inclusive casting

25.1 ATC and Equity recognise the need for expanding the participation of people of colour, women, gender-diverse, and people with disabilities in their artistic process. To that end, ATC affirms their commitment to a policy of equal employment opportunity designed to promote a positive model of diversity and the elimination of discrimination in theatre. ATC agrees that the casting of all productions will be conducted in such a manner as to provide full and fair consideration to people of all ethnicities, gender identity, seniors, and people with disabilities. Unless otherwise textually indicated, all parts/roles shall be open to all people without prejudice.

25.2 Inclusive Casting shall be defined as the casting of performers with disabilities, people of colour, performers over 60, gender-diverse performers, and women, in roles where race, ethnicity, gender, sex, age, or the presence or absence of a disability is not germane.

25.3 When a role to be cast depicts a character with a specific disability or with a specific reference to being from a specific community, ATC agrees to include this information in the casting specifications so that performers with similar disabilities or from that community may be informed of the opportunity to audition for the role. ATC will seek to cast a role depicting a person with a disability with a performer with the same or similar disability or a role depicting a person from a specific community with a performer from that community.

26 Engagement of understudies

26.1 An Understudy is an actor who is engaged to learn a particular role or roles, so that they can perform in the role/s that they are understudying in case of emergency or illness or any reason that prevents the actor who is originally cast in the role being understudied, from performing. ATC may offer an understudy part to an actor as their principal engagement in a production or as an additional role/s to their ensemble or chorus part.

26.2 If an actor is offered an understudy role/s, ATC will confirm in the Individual Terms whether there are any guaranteed performances.

26.3 During the rehearsal period, the understudy will have a minimum of two hours per week to rehearse in the space during the rehearsal period. Understudy rehearsals to take place within the rehearsal schedule and hours not to exceed the Hours of Work detailed at clause 7.

26.4 Where the understudy has been guaranteed one or more performances, a run of the show with them in the role will be scheduled to take place before the end of the rehearsal period.

26.5 The understudy will be given clear expectations around when they need to be off book, and when they need to have the blocking locked into their body.

26.6 If the understudy is engaged during the rehearsal period, production period or during the performance season, the understudy will have at least two hours rehearsal with the Director and cast. If time permits the understudy will run the show ahead of the public performance.

26.7 If the actor is engaged solely as an understudy to cover a role or roles, the rates of pay detailed at Schedule 1 will apply.

26.8 If the actor is appointed as an understudy to cover a role or roles in addition to the primary role or roles they have been cast in, the additional allowance rate as detailed in Schedule 1 will apply.

27 Grooming, make-up and hair for productions

27.1 During the term of the actor's employment with ATC, the actor will seek written approval from ATC before significantly altering the actor's appearance. The actor will take responsibility for personal grooming throughout the term of employment.

27.2 Where an actor is required by the Director to wear make-up, ATC will pay the make-up allowance specified in Schedule 1 so the actor can purchase make-up to achieve the look required for the actor to play their character. The allowance will be paid into the actors nominated bank account prior to commencement of the production period.

27.3 ATC will provide communal make-up and hair items such as but not limited to make-up wipes, cotton pads, cotton buds, hair clips and hair spray, for use by the actor during their performances.

27.4 If the Director of the production requests the actor to achieve make-up that requires special effect, ATC will provide the specialist makeup and teach the actor how to apply and appoint a makeup artist for the performance season if required.

27.5 If the Director of the production requires the actor to achieve a hair style that requires specialist styling, ATC will appoint a hairdresser or hair stylist to teach the actor how to achieve the required hair style and appoint a hair stylist for the performance season if required.

28 Health and safety

28.1 ATC will, so far as reasonably practicable, ensure a safe and healthy work environment for all employees in accordance with the Health and Safety at Work Act 2015 and any other health and safety regulations or amending or substituting legislation.

28.2 The actor shall comply with all directions regarding health and safety and will carry out all duties safely and in a way that does not create risks for themselves and/or other people in the workplace. The actor will also comply with ATC's health and safety policies and procedures.

28.3 The actor will use their best endeavours to:

a report all incidents, accidents and/or near misses to ATC;

b notify ATC within one working day of filing any work-related personal injury claim with the Accident Compensation Corporation ('**ACC**') and provide ATC with a copy of any relevant documents;

c advise ATC of any medical condition, including stress or personal circumstances and non-work related ACC claims, that may impact on the actor's ability to perform any duties safely and effectively; and

d notify ATC if the actor is diagnosed with, or receives any test results or other reasonable indication that they are suffering from, an infectious disease which may constitute a health and safety risk to employees or people present in the workplace (including, without limitation, COVID-19, Influenza, Measles, Mumps, Rubella, SARS, Tetanus and Tuberculosis), such notification to be given via phone call to the Stage Manager in the first instance.

29 Stage fighting and stunts

29.1 If the actor is required to undertake any aspect of stage fighting or stunt work ("Fight Choreography"), ATC will:

a inform the actor at the earliest possible time including at the time of audition or at the time of offer of employment;

b appoint a trained and qualified fight choreographer and/or stunt coordinator (the "Fight Choreographer");

c designate a suitably experienced person as the Fight Captain. A Fight Captain is a member of the production personnel who is experienced in fight or stunt work who can check equipment, lead a fight rehearsal and oversee the safe performance of Fight Choreography. If an actor is appointed the Fight Captain, the specific duties include:

i Respond to direction from the Fight Choreographer and Director

ii Learn the production's Fight Choreography, the safe use of the fight equipment and a pre-show fight rehearsal routine from the Fight Choreographer

iii Assist the Fight Choreographer with warmups and rehearsals

iv Check Fight Choreography equipment prior to each rehearsal and performance

v Direct fight rehearsals prior to each performance

vi Maintain choreographic integrity during the production, giving notes, running extra rehearsals as required

vii Ensure the Fight Choreography is performed safely

viii In the event choreographic changes are required due to injury or absence or other reason, consult with the Fight Choreographer then implement the agreed changes; and,

ix Report all fight-related matters to the Stage Manager for incorporation into the post-performance report.

An actor who has been appointed the Fight Captain:

i is not the Fight Choreographer and cannot be asked to create Fight Choreography;

ii cannot be asked to oversee, check or operate complex fight-related and special effect systems, such as rigging, stage flying, pyrotechnics and the like;

iii shall be paid the weekly Fight Captain Allowance as set out in Schedule 1 from the Start Date or the week fight work starts, whichever comes last, until such time as the assignment of Fight Captain is terminated by ATC or the End Date, whichever comes first;

iv be credited in the production credits as Fight Captain; and,

v shall not have hours working in the capacity as Fight Captain outside the scheduled rehearsals, production period and performance season counted towards the hours limits as set out in clauses 7.8c, 7.9d and 7.10e.

29.2 Any equipment required to be used for Fight Choreography will be approved for safe use by the Fight Choreographer (or an appointed deputy) and then checked by the Fight Captain prior to each rehearsal and performance.

29.3 The actor will, if required to participate in Fight Choreography, run through that Fight Choreography with any other personnel involved in the Fight Choreography within one hour prior to when the Fight Choreography will be performed (either in rehearsal or performance). This run through will be directed by the Fight Captain or the Fight Choreographer (or an appointed deputy).

29.4 The actor can withdraw or amend their consent to Fight Choreography at any time without the need for explanation.

29.5 The actor can request that the Fight Choreographer (or an appointed deputy) is called back at any time.

30 Stage intimacy

30.1 ATC adheres to Equity's *Intimacy Guidelines for Stage and Screen, New Zealand*, including all definitions and processes. These can be found at: https://equity.org.nz/wp-content/uploads/2020/06/Intimacy_Guidelines_Equity_NZ_v0.6.pdf

30.2 If the actor is required to undertake any aspect of stage intimacy, ATC will:

a inform the actor at the earliest possible time including at the time of audition or at the time of offer of employment;

b appoint a trained and qualified intimacy director;

c designate the stage manager as responsible for scheduling intimacy direction calls

30.3 Where the actor will undertake stage intimacy in any production, workshop, reading or any other work for ATC, ATC will appoint a trained and qualified intimacy director to undertake a risk assessment and develop an action plan for ATC to implement.

30.4 Where stage intimacy direction is required, the intimacy director will be an independent person who is not involved in the relevant production in any capacity or role.

30.5 Where the actor is involved in stage intimacy, it will be compulsory for the actor to attend intimacy direction calls. These intimacy direction calls will take place during the agreed rehearsal schedule.

30.6 Provided the actor has attended all scheduled intimacy direction calls, the actor can request that ATC calls the intimacy director back at any time.

30.7 The actor may be instructed to alter the actor's performance as a result of the work of the intimacy director. The actor is required to cooperate with ATC to ensure all activity is safe and consenting.

30.8 The actor can withdraw or amend their consent to stage intimacy at any time without the need for explanation.

30.9 The actor can request that the intimacy director is called back at any time.

31 Dance Captain

31.1 ATC may appoint a Dance Captain on a production. A Dance Captain is a member of the production personnel who is experienced in dance, movement and choreography who can lead a dance rehearsal and ensure the integrity of the choreography.

31.2 If an actor is appointed the Dance Captain, the specific duties include:

a Respond to direction from the Dance Choreographer and Director.

b Learn the production's dance/movement choreography.

c Assist the Dance Choreographer with warmups and rehearsals.

d Run warmups and rehearsals prior to each performance.

e Maintain choreographic integrity during the production, giving notes, running extra rehearsals as required.

f In the event choreographic changes are required due to injury or absence or other reason, consult with the Dance Choreographer then implement the agreed changes.

g Report all dance-related matters to the Stage Manager for incorporation into the post-performance report; and,

h Other dance duties as many reasonably assigned by the Dance Choreographer and Director.

31.3 An actor who has been appointed the Dance Captain:

i is not the Dance Choreographer and cannot be asked to create choreography;

ii shall be paid the weekly Dance Captain Allowance as set out in Schedule 1 from the Start Date or the week dance work starts, whichever comes last, until such time as the assignment of Dance Captain is terminated by ATC or the End Date, whichever comes first;

iii will be credited in the production credits as Dance Captain; and,

iv shall not have hours working in the capacity as Dance Captain outside the scheduled rehearsals, production period and performance season counted towards the hours limits as set out in clauses 7.8c, 7.9d and 7.10e.

32 Confidentiality

32.1 Except to the extent required by law, the actor will hold in confidence all confidential information which the actor is provided or to which they have access or otherwise control through the course of their employment with ATC.

32.2 The actor will not, at any time during the term of their employment or following its termination (for so long as the information continues to be confidential information), without the written consent of ATC:

a use any confidential information;

b disclose any confidential information to any person, firm, company or entity;

c copy any material containing confidential information for personal use or for use by any other unauthorised person, firm, company or entity; or

d damage/destroy any confidential information.

32.3 The actor will not, at any time during the term of their employment with ATC (including any period of notice), without the express written consent of ATC:

a send any confidential information or sensitive information to the actor's personal email account or other personal virtual address or account; or

b download confidential information or sensitive information from ATC's server or network, or otherwise copy confidential or sensitive information, onto a personal electronic storage device (including an external hard-drive, mobile phone, tablet or laptop computer).

33 Intellectual property

33.1 Any intellectual property created or contributed to by the actor in connection with their employment with ATC, or in the course of their employment with ATC ('**Intellectual Property**'), must immediately be disclosed to ATC and shall be the absolute property of ATC. Any of the actor's moral rights in the Intellectual Property will automatically be transferred to ATC on creation, without the need for further documentation, although the actor will, if requested, execute any documents required in order to give effect to this clause. The actor irrevocably waives all of their moral rights in the Intellectual Property.

33.2 Where ATC has been granted a license to perform a production by a playwright, such license typically requires any changes to the script to be approved in advance. In consideration of this, the actor will not make any changes to the script unless and until approval is given on the terms required by the licence.

34 ATC's property

34.1 The actor may be issued or provided access to certain property belonging to ATC. In this Agreement, '**ATC Property**' means all property belonging to or otherwise over which ATC or any Related Company has rights, including, but not limited to:

a equipment and costumes;

b documents, letters or papers (including scripts);

c keys or access tags;

d material or information (whether in electronic, written or other form) relating to the affairs of ATC's business or belonging to ATC, its clients and/or its customers (including material which is within the actor's possession, custody and control);

e copies or extracts of any material referred to in paragraph (d) above; and

f relevant passwords or other access information for any material referred to in paragraphs (d) and (e) above.

34.2 The actor must make sure that all ATC Property is kept safe, in good condition and properly maintained.

34.3 Upon the termination of employment for whatever reason, or otherwise as ATC may request at any time, the actor will immediately deliver to ATC all ATC Property. For the avoidance of doubt, this includes all work-related material or information which is stored on any of the actor's devices, in other media or in personal accounts, and any related access details such as passwords.

34.4 To the extent that any work-related material or information is retained on any of the actor's devices, media or accounts, the actor will ensure that such ATC Property is irretrievably deleted and will, upon request, confirm and/or provide evidence of this to ATC.

34.5 Should any ATC Property be returned to or recovered by ATC in a damaged condition (the damage being the fault of the actor) or not returned, ATC will, to the extent permitted by law and within a reasonable time, be entitled to recover from the actor:

a the costs commensurate with the damage to ATC Property;

b the costs associated with repairing ATC Property; or

c the costs associated with replacing ATC Property.

34.6 To recover any costs related to ATC Property, ATC may deduct such costs from any money due to the actor (including any final pay or holiday pay), any such deductions to be agreed to in writing by the employee as per The Wages Protection Act 1983.

35 Media, publicity and promotion

35.1 The actor will be given the agreed credit in the show programme as set out in the Individual Terms.

35.2 The actor will grant ATC the right to make video, photographic and sound recordings of the actor's participation in the production ('**Recordings**').

35.3 ATC may use Recordings for:

a promotion of the production;

b promotion of ATC;

c other not-for-profit, archival and educational purposes.

35.4 For the avoidance of doubt, when an existing show is being remounted, revisited or restaged, archival material will not be used in the promotion of any new production except in the event that photos are required for reference. Materials will be duly marked as being from an earlier production.

35.5 When requested by ATC, the actor will provide ATC with an up-to-date biography and recent headshots. ATC agrees to consult with the actor over any changes to the actor's biography which must be agreed in writing by the actor. The final copy of the biography (for example, when used in the show programme) will be approved by the actor before it goes to print.

35.6 If ATC requests new headshots of the actor for inclusion in publicity and/or a show programme, ATC will arrange the photo shoot and cover all reasonable costs. The actor will have the right to approve the final image. ATC will provide a copy of the approved headshots to the actor for future use.

35.7 The actor grants ATC the right to use and permit others to use the actor's name, approved biography, photograph and other approved reproductions of the actor's physical likeness in connection with the advertising, publicity, promotion, exhibition and worldwide commercial usage of the production and all related rights in the production in all media.

35.8 The actor will attend media calls and interviews, including press, radio, social media and television, during the production within the relevant Hours of Work as outlined in clause 7.

35.9 The actor will assist in the promotion of the production as reasonably required by ATC.

35.10 The actor consents to their contact details including but not limited to email address and phone number, to be shared with ATC staff and with the company personnel.

36 Suspension

36.1 ATC may suspend the actor:

a while investigating serious misconduct, negligence in the performance of the actor's duties or any other serious concerns relating to the actor's employment;

b where a conflict of interest arises as a result of the actor being offered and accepting employment with another employer (prior to notice of termination being provided); or

c where, for any other reason, ATC reasonably considers it necessary.

36.2 Suspension may entail removal of the actor from the performance of all or any of the actor's duties for such periods and on such terms as ATC considers appropriate, including, but not limited to:

a directing that the actor remain away from ATC's premises or the venue;

b restricting the actor's access to work tools, systems or property;

c requiring the actor to provide ATC any work-related information stored on any of the actor's devices or in other media or accounts, and any related access details such as passwords;

d directing that the actor not act, or not represent themselves as having the authority to act, on behalf of ATC; and/or

e directing that the actor not contact any of ATC's suppliers, distributors, customers or employees unless requested by ATC in writing.

36.3 A suspension will initially be on pay. If, however, the suspension continues beyond ten working days, ATC may, at its discretion, continue the suspension without pay.

36.4 Notwithstanding suspension, the actor must remain contactable and available as required by ATC to perform any duties as may be directed.

37 Termination

37.1 Notwithstanding anything in the actor's Individual Terms, the actor's employment may be terminated by either ATC or the actor giving to the other two weeks notice in writing of termination which is not less than the notice period specified in the actor's Individual Terms.

37.2 ATC may, in its sole discretion and at any point, make a payment in lieu to the actor of all or any remaining part of the required notice period. This payment in lieu:

a will terminate the actor's employment with immediate effect;

b will be equal to the weekly pay the actor would have been entitled to receive under their Individual Terms and this Agreement during the notice period (or remaining part), less income tax and other agreed deductions; and

c may be paid in equal weekly instalments until the date on which the notice period would have otherwise expired.

37.3 If the actor fails to give the required notice period in writing to ATC, the actor will not be entitled to any remuneration relating to the portion of the notice period not given.

37.4 Notwithstanding clause 37.1 or anything in the actor's Individual Terms, ATC may terminate the actor's employment summarily (without notice) on any of the following grounds:

a serious misconduct by the actor;

b repeated misconduct by the actor;

c gross negligence by the actor in connection with the performance of their duties;

d the actor's conduct is dishonest or fraudulent;

e the actor is charged with any criminal offence that ATC considers may bring ATC into disrepute, impact on ATC's business or affect the actor's ability to perform their duties; or

f the actor conducts themselves in a way (including conduct outside of work) which ATC considers:

i damages or has the potential to damage ATC's business (including reputation or relationships with third parties);

ii negatively impacts, or has the potential to negatively impact, on the actor's or ATC's relationship with other employees; or

iii otherwise undermines trust and confidence between ATC and the actor.

38 Abandonment

38.1 ATC is entitled to treat the actor's employment as automatically terminated without notice where:

a the actor is absent from work for more than three days without the permission of ATC; and

b ATC has made reasonable efforts to contact the actor to clarify the reason for the actor's absence.

39 Employee protection provision

39.1 This clause will apply if ATC proposes to restructure (as defined in section 69OI of the Employment Relations Act 2000) and the proposal may result in the actor's work or similar work being performed by or on behalf of another person (a '**new employer**'). However, it will not apply if the actor's work falls within a category of work referred to in Schedule 1A of the Employment Relations Act 2000.

39.2 ATC will, as soon as is reasonably practicable and taking into account the commercial and confidentiality requirements of the business, endeavour to arrange a meeting or meetings (if required) with the new employer before the business is transferred to the new employer.

39.3 The actor will be advised of any meeting or meeting with the new employer, the intended agendas of such meetings and who will be in attendance. The attendees will include ATC's representatives and representatives of the new employer.

39.4 The purpose of the meeting or meetings with the new employer will be to discuss and negotiate with the new employer:

a whether the actor may transfer to the new employer;

b if the actor transfers to the new employer, the terms and conditions of employment, including:

i whether the actor will transfer to the new employer on the terms and conditions set out in this Agreement; or

ii whether the actor will transfer to the new employer on different terms and conditions of employment; and

c if the actor does not transfer to the new employer, what entitlements, if any, are available to the actor.

39.5 ATC will meet with the actor after the meeting or meetings with the new employer to convey the outcome of the negotiations and the actor's entitlements (if any).

40 Resolution of employment relationship problems

40.1 Where ATC is advised of the existence of an employment relationship problem ('**problem**') by the actor, ATC will discuss and attempt to resolve the problem directly with the actor in the first instance.

40.2 If the problem cannot be resolved between ATC and the actor directly, the actor or ATC may refer the problem to the Ministry of Business, Innovation and Employment for mediation, or to an independent private mediator (provided their costs are paid by ATC). The actor will attend mediation if requested by ATC.

40.3 Where the problem cannot be resolved through mediation, the Employment Relations Authority may be asked to determine the problem.

40.4 If the actor believes they have a personal grievance:

a if the personal grievance relates to sexual harassment under section 103(1)(d) of the Employment Relations Act 2000, the actor must raise the grievance within 12 months of the date that the alleged action amounting to the personal grievance occurred or came to the actor's notice, whichever is later; or

b for all other personal grievances, the actor must raise the grievance within 90 days of the date that the alleged action amounting to the personal grievance occurred or came to the actor's notice, whichever is later.

40.5 If the actor is outside the relevant 12-month or 90-day time period, and ATC does not consent to the personal grievance being raised out of time, the actor can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that the actor's delay in raising the grievance was caused by exceptional circumstances.

41 Whole agreement

41.1 This Agreement contains the whole of the agreement between the parties and supersedes and replaces any previous contractual terms, conditions, representations, understandings or arrangements, whether written, oral or resulting from custom or practice.

42 Partial invalidity

42.1 If any provision of this Agreement or its application is or becomes invalid or unenforceable to any extent, the remainder of the Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

43 Variation

43.1 Any variation to this Agreement must be agreed in writing by both parties.

44 Force majeure

44.1 In this Agreement, a '**Force Majeure Event**' means:

a any major event such as a fire, natural disaster, war, terrorist act, pandemic or similar unexpected event that is beyond the parties' and the actor's control; or

b any restriction imposed by law as part of the response to an infectious disease or any other event referred to in paragraph (a) above;

which makes it impossible for ATC or the actor to perform their primary obligations under this Agreement and/or the actor's Individual Terms.

44.2 Neither ATC nor the actor shall be liable for any omission or failure to fulfil obligations imposed by this Agreement or an actor's Individual Terms as a result of or in connection with a Force Majeure Event which makes it impossible for either ATC or the actor to perform their primary obligations under this Agreement and/or the actor's Individual Terms [for a period of [one week] or more].

44.3 For the avoidance of doubt, should a Force Majeure Event occur, ATC reserves the right to either:

a terminate an actor's individual engagement, pursuant to this Agreement and the Individual Terms, should the Force Majeure Event prevent the primary performance of the Agreement and/or the actor's Individual Terms for a period of [one week] or more; or

b completely suspend all performance under this Agreement and/or the actor's Individual Terms (including but not limited to suspending the actor's pay) until it is possible for ATC and the actor to perform their primary obligations under this Agreement and/or the actor's Individual Terms.

44.4 Where practicable, ATC will consult with the actor before exercising its rights under this clause.

45 Union Rights

45.1 ATC shall give recognition to the Equity Delegates who are elected by the actors and endorsed by the Union. Notice of such appointment shall be given in writing to ATC.

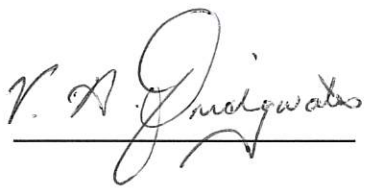
45.2 In accordance with the Employment Relations Act an official of Equity may enter the workplace to visit Equity members. Such visits will be agreed with ATC and organised in advance.

46 Term of Agreement

46.1 This Agreement shall be effective from 1 January 2025 until 31 December 2026.

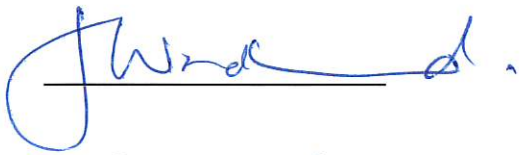
46.2 The parties will meet in November 2025 and review the prevailing labour cost index as reported by Statistics New Zealand in order to set a rate for wage and allowance increases to apply from 1 January 2026.

Signed for and on behalf of
Auckland Theatre Company:



Signature date: 29.11.2024

Signed for and on behalf of
Equity New Zealand:



Signature Date: 29.11.2024

Schedule 1

As per clause 45.2, the parties will meet in November 2025 and review the prevailing labour cost index as reported by Statistics New Zealand in order to set a rate for wage and allowance increases from 1 January 2026.

1. **Rates of pay:**

The rates below are exclusive of Kiwisaver and Holiday Pay.

Tier	2025 Rate of pay
Tier 1: Early career Up to six years working as a professional actor	Minimum $1,260 per week
Tier 2: Early-mid career Between six to 15 years working as a professional actor	Minimum $1,470 per week
Tier 3: Mid-career Between 15-25 years working as a professional actor	Minimum $1,680 per week
Tier 4: Senior 25 years plus working as a professional actor	Minimum $1,890 per week
Performers up to the age of 16 years	The prevailing adult minimum wage rates as set by the NZ Government. As at November 2024: $23.15 per hour.
Overtime Rate	The hourly overtime rate will be calculated by dividing the actors agreed weekly rate by 40 hours.
Other Work	$52.50 per hour, minimum three hours, maximum $420 per day $420 full day, up to three days then weekly rate applies $1,470 weekly up to six days

2. **Allowances**

Allowance type	2025 Amount
Make up allowance	$157.50 per season
Per diem allowance	$63 per day
Mileage allowance	The prevailing tier 1 per kilometre reimbursement rate as set by Inland Revenue Department. As at November 2024 $1.04 NZD per kilometre
Accommodation allowance	$367.50 per week
Work required prior to Start Date	$52.50 per hour, minimum three hours
Understudy allowance	15% of weekly fee (inclusive of one or multiple roles to be understudied)
Dance Captain Allowance	$150 per week
Fight Captain Allowance	$150 per week

Schedule 2

Equity New Zealand Code of Conduct, can be found here:

https://equity.org.nz/wp-content/uploads/2022/03/Equity-NZ-Code-of-Conduct.pdf

ENDS