

**EQUITY AGREEMENT**

**MEMORANDUM OF AGREEMENT**

***BETWEEN***

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***AND***

**IRISH EQUITY GROUP**

## 1. SCOPE

This Agreement sets out the minimum terms and conditions, which shall be observed by Management when employing members of Irish Equity Group.

Employment terms shall be provided by Management in accordance with the terms of this Agreement and shall be in writing.

## •PROVISIONS OF AGREEMENT

It is agreed that Management shall prior to engaging any member of the Union (as specified in Clause 2) lodge a bond with the Union. The value of the bond to be equal to one week's engagement for all Artistes to be engaged. Said bond to be returned within fourteen days of the end of the engagement.

2. *a)* All Artists shall at the time of first rehearsal call, be registered as full or provisional members of Irish Equity in full benefit, or any other Association that may from time to time be decided upon by the Executive Committee of Irish Actors' Equity Group.

No person may be engaged to appear on stage if they do not meet the aforementioned requirements, except in the case of ***Clause 4,a, (ii)***

**b)** If any Management wishes to cast outside of those mentioned in a, above, the management shall cast from among those who have been granted Special Licence by **Irish Equity** to audition and seek employment with Management's.

**c)** It shall be required of Management to have presented to them, confirmation of the membership status of artistes being considered for casting.

**d)** In the case of **c)**, it shall be required as per **a)**, above, that the Artiste provides Management, prior to first rehearsal call, evidence of licence from Irish Actors' Equity to perform.

**e)** If any Management wishes to cast a newcomer who has no status with **Irish Equity**, at the time of casting, the Management shall write to Equity giving his reasons for such casting.

**f)** Equity shall reply within one week and will say either:

1) that they will accept an application for membership from the person concerned, subject, in the case of lapsed or expelled former members, to an undertaking in writing to pay, in the event of their being admitted, such levy or fine or composition for arrears of contributions (and all such sums if more than one) in addition to the ordinary admission fee and current contributions as the Executive Committee shall determine to be reasonable

*or*

2)they will not accept them into membership but are prepared to grant a licence for their performance in pursuance of the proposed casting.

*or*

3)that they do not consider the Manager has made out his case for casting a non-member.

*g)*In the case of **1 or 2** in sub-clause **f**, above, that is the end of the matter, but in the case of **3** in same sub-clause, the Manager may either accept Equity's decision or appeal to a meeting of a sub-committee of Manager and Equity to take place within one week.

*h)*If the Manager/Equity sub-committee is agreed (either by reason of Equity changing its views after hearing the Manager, or by reason of the Manager not supporting the particular application) there is an end to the matter, but if the Manager/Equity sub-committee does not agree.

*i)*The Manager shall then have the right to make the casting he wishes and Equity shall be obliged to grant a licence for the performance of the non-member in the pursuance of the disputed casting.

*j)*The fee for such a temporary licence shall be the current annual subscription to Equity plus any levy which Equity may deem appropriate and shall be paid by the Manager to Equity.

*k)*Such temporary licence shall be for the duration of the performance of the non-member concerned in pursuance of the disputed casting. o Management or

person shall be entitled to a temporary licence more than once in a calendar year.

*l)* In considering an application for membership of Equity, the granting of such a licence may not be taken as a qualification for membership of Equity in the future.

*m)* The Manager shall supply a complete list of production, including Stage Management staff to Irish Actors' Equity in advance of the first rehearsal, on a form, in accordance with the format on the attached form.

### **3. ENGAGEMENT PERIOD**

*a)* The period of engagement shall be specified on the contract of employment offered to Artistes at time of engagement.

*b)* For the purpose of this Agreement the commencement of the working week shall be Monday

*c)* The duration of week shall be six days, Monday to Saturday. Sunday shall be a rest day.

The duration of the workday shall be seven hours, excluding one-hour meal break.

***Non-Performance Days:*** It is agreed that **Good Friday** and **Christmas Days** shall be days on which no performance will occur and there shall be no loss of payment to the Artiste.

#### 4.ENGAGEMENT SALARY

A)No member of Equity shall play any part or parts at a lower engagement salary than that currently laid down in the Appendix 1 to this Agreement.

i)A **"Speaking"** or **"Singing"** part is defined, as one in which the member speaks and or sings and/or is required to utilise specific performance skills. Examples of performance skills include **mime, dance, playing a musical instrument, circus skills, etc.**

ii)A **"Walk-on"** part is defined as one in which the person does not speak solo or sing solo and in which no specific performance skills are required. In the case where an individual employed under the "walk-on" clause is asked to speak or sing solo they shall not be permitted to do so, until the management has obtained the express permission of the Executive Committee of **Irish Equity Group.**

iii)No member of Equity shall play a **"walk-on"** part or parts for less than the minima, without the express permission of the Executive Committee of **Irish Equity Group.**

iv)The terms of this Agreement shall not apply to **"walk-on"** parts subject to **clause 4,a, (I), (ii) and (iii).**

b)In addition to the weekly salary, the Manager shall pay to the Artiste a sum of not less than one-sixth of the weekly engagement salary for each and every performance after eight performances in one week. This does not include a performance, which may run up to and after midnight.

- c) If the Artiste is called upon by the Manager to give a Sunday performance in addition to the normal weekly performance, and the Artiste is available, the Artiste shall be paid for such a performance, in addition to his normal salary, a sum of not less than one-third of the weekly salary.

## **5.UNDERSTUDY**

When a member is engaged as an understudy and in no other capacity whatsoever in the production, he shall be paid not less than the minima as specified in **Appendix 1.**

## **6.REHEARSALS**

- a) Rehearsals being on the date when the Artiste is first called. "Reading" is agreed to be commencement of rehearsal where play has been cast.

During the period of this agreement, but subject as in the following articles of this clause provided, the Artiste, shall be liable to rehearse for seven hours in each day excluding meal breaks.

There shall not be more than two periods of rehearsal in any one day, with the due allowance for meal breaks. Meal breaks should occur after each three and a half-hours period of rehearsal. The provisions of this clause apply equally to a dress rehearsal.

- b) If an Artiste, pursuant to contract issued in accordance with the terms of this Agreement, shall rehearse and play on the same day, and if such rehearsal shall exceed four hours, then further rehearsal shall be construed as overtime, and subject to the conditions as set out in c hereunder. If rehearsal takes place on a day on which there are two performances, there shall be a payment of overtime at the rate of one

and a half times the hourly rate of each Artiste. Hourly shall be calculated on the basis of **1/42** of the Artiste's weekly engagement fee.

- c) If in any one day the Artiste shall be called upon to rehearse or continue rehearsing after seven hours under section a), or four hours under section b), from the time for which such rehearsal or rehearsals are called, they shall be paid one and a half times their hourly rate for each hour of the extra rehearsal time.

**Such extra rehearsal time shall be strictly limited to two hours duration.**

- d) If an ordinary rehearsal is required on a Sunday, the participation of Artiste is optional. Should agreement for rehearsal be reached, the payment for such shall be at the rate of two times the Artistes hourly rate, with the minimum payment period of seven hours.

- e) Conditions for an ordinary Sunday rehearsal shall be the same as those mentioned in previous clauses in this Section of the Agreement.

**f) Dress Rehearsal:**

No remuneration shall be paid in respect of a seven hour (excluding meal break) Dress Rehearsal which takes place on the Sunday prior to opening night.

Overtime payments shall be made at the rate of two times the hourly rate for each hour the rehearsal exceeds seven hours.

- g) A photo-call is a rehearsal and must be paid for as such, where there is a special call implying make-up and costume, such a call being for the purpose of photographs alone.

- h) An Artiste shall be paid his full engagement salary from the day of his first rehearsal call to the opening of the show, irrespective of whether he is required to rehearse or not.



## 7. ILLNESS

*If by reason of illness a member is incapable*

- a) completely performing his duties for one week or any part thereof, the manager shall be liable to pay the member the full weekly playing salary in respect of such week.
- b) In addition, if the engagement contemplates a term of ten weeks over, and if the member is medically certified as incapable of continuing his or her duties after one week's absence under above, the Manager shall be liable to pay in addition, one full week's playing salary.
- c) If the member shall be paid the agreed salary under either **a) or b)** above, the Manager's liability in respect of such member shall be held to have ceased.

## GENERAL PROVISIONS

## 8. HOLIDAY PAY

The Artiste shall receive holiday Pay at the rate of Two Days per four-week engagement or part thereof.

## 9. OVERTIME

All hours worked in excess of the seven-hour working day shall accrue overtime payment. Such payment shall be at the following rate: -

**Monday – Saturday:** All hours up to midnight – *Time and a Half*  
All hours from midnight up to 9.a.m. – *Double Time*

**\* Sunday:** All hours worked shall be at the rate of *Double Time*  
Subject to a minimum of one sixth of weekly rate

**Public Holiday:** All hours worked shall be at the rate of *Double Time*  
Subject to a minimum of one sixth of weekly rate.

**\*Note:** Except in the case of dress rehearsal as set out in clause 7,f.

**b)The Organisation of Working Time Act** is the pertinent Legislation.

There shall be a minimum of an 11-hour rest period between the completion of one working day and the commencement of the next day. If there is a need to encroachment into this rest period there shall be a penalty payment of Double time for each hour of encroachment.

## **10. HEALTH & SAFETY**

### **Principal Legislation**

- ♦ **Safety, Health and Welfare at Work Act 1989**
- ♦ **Safety, Health and Welfare at Work (General Application) Regulations 1993-SI 44/1993**
- ♦ **Safety, Health and Welfare at Work (Children & Young Persons) Regulations 1998 SI 504/1998**

## **11.COSTUME**

The Management shall provide all costume requirements of artistes during period of engagement.

## **12.ARTISTS DUTIES**

- a)The Artist shall appear at all performances and shall perform the duties required under this agreement in a diligent and painstaking manner and shall play the part as directed by the Director whose duty it is, on behalf of the Management to ensure this is so, and shall not, insert, or omit any words of stage business in the part without the approval of the Producer/Director.
- b)The Artist shall not change in any way the performance of his part as directed in rehearsal, once the production has opened to public performance. No lines shall be added, or omitted, no performance exaggerated or understated and no stage movements or stage business altered, without the consent of the Stage Director.
- c)When in the opinion of the Management, the Artist is or is not performing his duties in accordance with a or b, above, the Management shall have the option to exercise their rights to re-rehearse the production.
- d)The Artist shall before the first day of engagement notify the management of his permanent address and temporary address if applicable, at which contact can be made. Thereafter any change of address should be advised to appropriate management.
- e)All notices relating to the Company in general shall be posted at the stage door notice board. The posting of such notices on said board shall be deemed to

be a good and valid notice to every member of the company of the matter contained therein.

### **13. STAGE MANAGEMENT**

All Stage Management Staff employed under the terms of this Agreement shall be registered as approved members of the Stage Management Section or licensed, by **Irish Equity Group**, in full benefit, or be approved in accordance with the provisions of Clause 2 a).

#### ***a) Minimum Crewing***

The minimum Equity Stage Management Production Crew shall not be less than Three (3), for the entire production, made up as set out at, ***a), b), c)*** below:-

**a) Stage Director**

**b) Deputy Stage Director**

**c) Assistant Stage Manager**

#### ***b) Minimum Salary***

The minimum salary for engagement of Stage Management staff shall not be less than that laid down, for the time being under the Equity Standard Agreement for the engagement of Artists for the run of the production in respect of which the Stage Management staff is employed.

All members of the Stage Management staff, shall be paid full salary throughout the rehearsal period and run of the production in all circumstances. Additional payment must be made if more than the

contractual number of performances are given, namely eight, as in the case of Artist and the rate for such is as specified elsewhere in this agreement.

***c)Additional Services***

Any service performed by a member of the Stage Management staff for the Management which is not related to the production to which they are engaged (i.e. auditions for another production,) shall be the subject of a separately negotiated fee, and which shall not be less than one sixth of the normal weekly salary, for each day worked.

Any such work shall be the subject of a separate contract.

***d)Working Week***

The working day shall not be more than seven hours, excluding meal break of one hour's duration. There shall be not more than two (2) sessions of rehearsal each day, one on either side of the meal break, and each session shall not last more than three and one half-hours.

e)Additional payment must be made if more than the contractual number of performances are given, namely eight, as in the case of Artiste, and the rate of such is as specified in Clause 4 b).

f)Duties carried out by members of the Stage Management staff prior to the commencement of rehearsal and after termination of the run, shall be paid for at a daily rate of not less than one-sixth of the weekly salary. The **"get-in"** and **"get-out"** for a production shall be carried out by the same Stage Management Staff. The Stage Manager shall be responsible for all "properties" to be returned.

g)Where a member of the Stage Management staff is required to play a part defined in 4A (i), they shall sign the appropriate Artiste's contract for the "run of the Play" provided always that in all such cases the salary paid to this member shall not be less than the minimum salary paid to an artiste.

## **14.TRANSPORT**

In the event of a rehearsal, dress rehearsal, photo-call or performance lasting beyond the time at which the public transport has ceased to operate, the management shall be liable to provide suitable conveyance of Artistes to Artistes' residence.

## **15.TRAVELLING**

If Artiste is required to travel by Management the cost of said transport shall be borne by Management.

*a)*Notwithstanding the provisions of Clause 3 above, the day of first travel call shall be deemed to be the first day for payment of rehearsal or playing salary whichever may be applicable.

*b)*The Artiste must travel in specified transport, which shall be provided by Management, except where permission has been granted by Management for other means to be used. In the event of this being agreed the mileage rate applicable shall be not less than that set down by the A.A.

*c)* If Artistes return home from a tour at own convenience, other than by the means of transport provided by Manager, there shall be no claim for expenses relating to such transport.

*d)* On tour, the Artiste shall have a six-day liability in seven days. Provision for Sunday performance must be agreed with Artiste at time of contract of engagement being signed. Performances on rest days shall be paid at the same rate as specified above for Sunday performances.

## **16. OTHER ENGAGEMENTS**

*a)* The respective additional rights of the Artiste in the event of any broadcast, television, film or other public performance not contemplated in this Agreement, shall not be deemed to be covered by this Agreement, but shall be the subject of special negotiations between the Artiste and Management. Such negotiations to take note of **Equity Minimum Standard Agreement**, relating to the particular type of public performance.

*b)* A contract between an Artist and a Manager may limit the Artist's right to undertake any stage, film, television or broadcasting work from other Management's, Corporations, etc., without the consent of the Manager with whom the contract is made. Such limitation shall be specifically provided and shall not be deemed implicitly in the nature of a contract,

*c)* The provisions of a), b) above, shall cover Stage Management staff.

## 17.NOTICE

*a)*If where an engagement of at least one year's duration is contemplated, either part shall give at least one calendar month notice of such intention to terminate the contract to the other party.

*b)*In a **"Run of the Production"** contract, neither side may terminate the engagement in the middle of a run. The Manager may however, agree at his own discretion to release the Artiste. The Artiste on the other hand may contract for a definite period of weeks, but this must be stipulated in writing in the contract for it to be recognised as valid.

*c)*In a **"Run of the Production"** contract, one week's notice of termination of the run must be given by the Management, or failing this, the payment of one week's salary in lieu.

*d)*If however, the production runs for a period which provides for greater notice or payment to be made, the requirements for these shall be those as set out in the **Minimum Notice & Terms of Employment, Act 1973**.

## 18.SPECIAL CLAUSES

Clauses which seek to vary or rescind any of the foregoing clauses shall be by express agreement, in writing, between the Management and Equity and written hereunder or in a document attached to this Agreement and signed by both parties.

## 19.FORCE MAJEURE

This agreement shall be null and void for such periods as the theatre may be closed by reason outside the control of the Management.



## **12.DISPUTES**

In the event of a dispute between Management and Equity, as to any matter covered, no strike or lock-out shall take place until negotiations have taken place.

These negotiations shall take place within forty-eight hours (excluding Sundays) of dispute arising. If the matter is not resolved, either party may refer the matter to the Labour Relations Commission or Rights Commissioner, and the other party shall agree to attend.

SIGNED ON BEHALF OF \_\_\_\_\_

PRODUCTION COMPANY

SIGNATURE: \_\_\_\_\_

DATED the : \_\_\_\_\_ *day of* \_\_\_\_\_ 200 \_\_\_\_\_

WITNESS: \_\_\_\_\_

SIGNED ON BEHALF OF IRISH EQUITY GROUP

SIGNATURE: \_\_\_\_\_

DATED THE: \_\_\_\_\_ *day of* \_\_\_\_\_ 200 \_\_\_\_\_

WITNESS: \_\_\_\_\_