

Performers' Certified Agreement 2002-2005

[Entertainment and Broadcasting Industry - Actors - (Theatrical) Award, 1998]

Summary Sheet

The Performers Certified Agreement 2002-2005 provides basic working conditions for performers engaged in live theatre productions. Most theatre companies are covered by this Federal Agreement and the Federal award. There are counterpart State awards in NSW, SA and WA which are virtually identical to the Federal Award. The Queensland State Award has some differences and inquiries should be directed to the Queensland MEAA office.

Standard contracts should be used for all live performance work. Further information on contracts is available from any MEAA office. The standard contract for weekly engagement is at the back of the Performer's Certified Agreement.

MINIMUM RATES OF PAY:

Engaged by the week (up to 8 performances per week; excluding annual leave)

Minimum Wages and Salaries: Weekly Rates

Category	Previous MR	1-Jan-03 2%	1-Jul-03 2%	1-Jan-04 2%	1-Jul-04 2%	1-Jan-05 2%	1-Jul-05 2%
Category 1							
Performer Grade 1	\$639.80	\$653.45	\$667.05	\$680.70	\$694.30	\$707.95	\$721.55
Performer Grade 2	\$681.50	\$695.10	\$708.75	\$722.40	\$736.00	\$749.60	\$763.25
Opera Principal	\$715.00	\$728.65	\$742.25	\$755.90	\$769.50	\$783.15	\$796.75
Category 2							
Performer (Variety)	\$681.50	\$695.10	\$708.75	\$722.40	\$736.00	\$749.60	\$763.25
Supernumeraries per week	\$320.67	\$327.45	\$334.20	\$341.00	\$347.75	\$354.50	\$361.27
Per hour	\$18.57	\$18.96	\$19.35	\$19.74	\$20.13	\$20.52	\$20.91
on tour	\$639.8						
Juveniles							
14 yrs & under							
Performer Grade 1	\$287.91	\$294.05	\$300.17	\$306.32	\$312.44	\$318.58	\$324.70
Performer Grade 2	\$306.68	\$312.80	\$318.94	\$325.08	\$331.20	\$337.32	\$343.46
14 yrs & under							
On tour							
Grade 1	\$639.80	\$653.40	\$667.05	\$680.70	\$694.30	\$707.95	\$721.55
Grade 2	\$681.50	\$695.10	\$708.75	\$722.40	\$736.00	\$749.6	\$763.25
15 years							
Performer Grade 1	\$351.89	\$359.40	\$366.88	\$374.39	\$381.87	\$389.37	\$396.85
Performer Grade 2	\$374.83	\$382.31	\$389.81	\$397.32	\$404.80	\$412.28	\$419.79
15 yrs on tour							
Grade 1	\$639.80	\$635.40	\$667.05	\$680.70	\$694.30	\$707.95	\$721.55
Grade 2	\$681.50	\$695.10	\$708.75	\$722.40	\$736.00	\$749.60	\$763.25

**Minimum Wages and Salaries:
Casual Rates**

Category (per Perform 3 hour call)	Previous MR	1-Jan-03	1-Jul-03	1-Jan-04	1-Jul-04	1-Jan-05	1-Jul-05
Category 1							
Performer Grade 1	\$122.63	\$125.24	127.85	130.47	133.07	135.69	138.3
Performer Grade 2	\$130.62	\$133.23	135.84	138.46	141.07	143.67	\$146.29
Opera Principal	\$137.04	\$139.66	142.26	144.88	147.49	150.1	152.71
Category 2							
Performer (Variety)	\$156.75	\$159.87	163.01	166.15	169.28	172.41	175.55
Supernumeraries	\$58.29	\$59.46	60.63	61.8	62.97	64.14	65.31
Juveniles							
14 yrs & under							
Performer Grade 1	\$55.18	\$56.36	57.53	58.71	59.88	61.06	62.24
Performer Grade 2	\$58.75	\$59.95	61.13	62.31	63.48	64.65	65.83
15 years							
Performer Grade 1	\$67.45	\$68.88	70.32	71.76	73.19	74.63	76.07
Performer Grade 2	\$71.84	\$73.28	74.71	76.15	77.59	79.02	80.46

Engaged Casually - Rehearsal							
Performer Adult							
Per hour							
	\$27.19	\$27.78	28.37	28.96	29.55	30.14	30.73
Per ½ hour	\$13.60	\$13.89	14.19	14.48	14.78	15.07	15.37
Supernumeraries		\$19.82	20.21	20.6	20.99	21.38	21.77
2 hours	\$19.43						
Juveniles		\$12.50	12.77	13.03	13.3	13.56	13.83
14 yrs and under	\$12.24						
15 years	\$14.95	\$15.28	15.6	15.93	16.25	16.58	16.9

UPPER SALARY LIMIT: If weekly salary exceeds the "upper limit" the Agreement in a monetary sense does not apply except for Annual Leave (or payment in lieu of Annual Leave) and Superannuation:

Upper Salary Limit 1.7.05	\$2,886.20
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EXTRA DUTIES LOADING (per week in addition to weekly salary)

Allowances

Weekly

	Previous Rates	1 January 2003 3.5%	1 January 2004 3.5%	1 January 2005 3.5%
Assistant Stage Manager	\$31.70	\$32.81	\$33.95	\$35.09
Dance Captain	\$31.70	\$32.81	\$33.95	\$35.09
Driver/Tour Leader	\$42.43	\$43.92	\$45.46	\$47.05

Star Role	\$35.00	\$36.23	\$37.50	\$38.81
Leading Role	\$25.00	\$25.88	\$26.79	\$27.73
Supporting Role	\$15.00	\$15.53	\$16.07	\$16.63
Minor Supporting Role	\$12.00	\$12.42	\$12.85	\$13.30

Understudy Loadings (in addition to weekly salary)

	Previous Rates	1 January 2003 3.5%	1 January 2004 3.5%	1 January 2005 3.5%
Star Role	\$75.00	77.63	80.35	83.16
Leading Role	\$50.00	51.75	53.56	55.43
Supporting Role	\$30.00	31.05	32.14	33.26
Minor Supporting Role	\$24.00	24.84	25.71	26.61

CLASSIFICATION: There are five “classifications” of “performer” in the Agreement. These can be basically described as:

Performer - Category 1

- (a) **Performer Grade One:** An entry level performer with less than three years experience in the entertainment industry.
- (b) **Performer Grade Two:** 18 weeks employment (or equivalent) and more than three years experience in the entertainment industry.
- (c) **Principal - Opera:** employed to undertake lead roles in opera and operetta.
- (d) **Supernumerary:** employed to appear incidentally or in background and does not speak or sing or dance or perform individually as directed.

Performer - Category 2

A performer who is employed as an act or part of an act in theatrical/live entertainment performances and is responsible for the primary development of the work to be performed.

Indicative Tasks: As per Category 1 and in addition tasks relating to the development of the work to be performed, such as but not limited to, developing the script and concept for the performance, selecting the music, and generally determining the content and presentation of the performance.

GENERAL CONDITIONS:

ANNUAL LEAVE: Weekly performers: 1/12th of the total basic salary received during the engagement. Payment in lieu of annual leave must be paid on completion of the engagement (i.e. it cannot be included in the weekly salary). After 52 weeks service in the first year, and 48 weeks thereafter, 4 weeks leave on full pay is due plus 17.5% of the employee's ordinary weekly wage for each week of leave.

AUDITIONS: Shall not be made in public and shall not be paid for unless the performer is required to audition more than 3 times in a 28 day period.

HOURS OF WORK: 40 hours per week worked over not more than 6 days and not exceeding 8 hours per day. See clause 29 of the Agreement for other provisions.

KILOMETRE ALLOWANCE: \$0.73 cents per kilometre.

MEALS & INCIDENTAL ALLOWANCE (FROM 10.1.05):

Meals: Daily: \$38.32 weekly: \$191.60
 Incidentals: Daily: \$11.74 weekly: \$58.70
 Total M&I: Daily: \$50.06 weekly: \$250.30

OVERTIME: All time in excess of 8 hours per day (or 40 hours per week) paid at time-and-a-half for first two hours, double time thereafter. See clause 33.

PENALTY RATES: paid on Sundays, Public Holidays, Travel on Sundays and Travel on days off. Penalties are paid on the actual (or negotiated) salary up to a "ceiling" of the minimum plus one-third. Performers receiving more than the minimum plus one-third will be deemed to be earning the minimum plus one-third for the purposes of calculating penalty payments.

PUBLIC HOLIDAYS: Good Friday, Christmas
 Weekly engagements: 1/4 of weekly wage additional
 Casual engagements: Double rate

Other Public Holidays
 Weekly engagements: 1/6th weekly wage additional
 Casual engagements: Double rate

SPECIAL ATTENDANCE - PUBLICITY: Appearance in television commercial - minimum payment - \$98.60 hour call.

SUNDAYS:

- (a) Engaged by the week.
 (i) Where time worked is in addition to the employee's prescribed weekly hours of work, one-third of the ordinary weekly wage in addition to the wage for the week.
 (ii) Where time worked is part of the employee's prescribed weekly hours, one-sixth of the ordinary weekly wage in addition to the wage for the week.
- (b) Casual
 (i) Performance - double the casual performance rate.
 (ii) Rehearsals - Double the casual hourly rehearsal rate with a minimum four hour call.
- (c) Travel on Sundays: 1/12th of weekly wage additional.

SUPERANNUATION: As at January 1, 2003, 9% of TOTAL FEE to be paid in addition to all other monies. Ordinary salary is based on your usual weekly earnings. It includes penalties and loadings paid on a regular basis (such as weekly understudy loadings), but excludes penalties paid on an irregular basis (such as overtime).

TRAVELLING ALLOWANCE:

(The Meals and Incidentals component of the Travelling Allowance is generally reviewed every 6 months)

1. Weekly (tours of 1 week or longer)

- (a) The employer can offer accommodation of a suitable standard.
 "Suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities.
- "Serviced apartment" means an apartment with cooking facilities, clean linen supplied once per week and the apartment cleaned at least once per week at the cost of the employer.
- (i) As of 10 January 2005 where the accommodation offer is accepted, the employee shall be paid a meal and incidentals allowance of \$250.30 per week.
- (ii) Where the employee does not accept the employer provided accommodation, he/she shall be paid a cash accommodation allowance of \$ 81.20 per night up to a maximum of the weekly cash allowance of \$ 405.90 per week.

Where an employee elects to take this allowance it shall be paid in advance up to a maximum of one week.

- (b) Where accommodation is not provided by the employer an employee is entitled to one of the following options.

- (i) Reimbursement of Actual Accommodation Costs
On presentation of evidence, up to the following amounts per week:

	From 10-1-05
Sydney and Melbourne	\$811.80
Canberra	\$715.00
Adelaide, Perth, Hobart and Brisbane	\$614.00
Other places	\$559.65

Plus a meals and incidentals allowance of \$250.30 per week - no substantiation required.

TRAVELLING ALLOWANCE: *cont*

OR

- (ii) - A cash accommodation allowance of \$ 405.90 per week - no substantiation required.
- A meals and incidentals allowance of \$250.30 per week - no substantiation required.

2. Daily (tours of less than 1 week in total)

- (a) Where accommodation is provided by the employer: meals and incidentals allowance of \$50.06 per day.
- (b) If no accommodation is provided: an allowance of \$116.20 per day plus \$50.06 per day for meals and incidentals.

3. Payment in a Broken Week

Where employer provides accommodation:	\$ 50.06 per day for meals and incidentals
Where employee is taking reimbursement allowance: <i>substantiation is required for accommodation</i>	actual cost of accommodation up to maximum limits for centre concerned (see 1(b) above) plus \$50.06 per day for meals and incidentals.
Where employee is taking cash allowance: <i>no substantiation required</i>	\$ 81.20 per day for accommodation; \$ 50.06 per day meals and incidentals ie \$ 131.26 total per day

Meals & Incidentals \$191.60 + \$58.70

Weekly \$250.30

Daily \$50.06

4. Local Show

A local show is a show where the production is scheduled to take place in one location only and the employer is engaging employees who reside in the local area for that production.

An artist's place of residence is where the performer ordinarily resides. The employer may request an employee to state his/her place of residence at the time of audition or engagement.

SCHOOL TOURS: Performances in schools involve different conditions (including the number of performances) and a 10% loading on the minimum rates of pay for performance. See Clause 40 of the Performers' Certified Agreement.

TRAVEL ON DAYS OFF: 1/12th of weekly wage.

Actors Equity Section
Media, Entertainment and Arts Alliance

Australian Entertainment
Industry Association

ENTERTAINMENT AND BROADCASTING INDUSTRY - ACTORS – (THEATRICAL) - AWARD 1998

PERFORMERS CERTIFIED AGREEMENT 2002-2005

STANDARD CONTRACT OF SERVICE FOR
SINGLE PLAYS AND/OR PRODUCTIONS

PART 1

This Contract is dated the day of 20.....
between

(name of Employer)

of.....

(registered address)

and.....Equity Number.....

(name of Artist)

ofJUST Number.....

(ordinary place of residence)

Artist's Agent or Contact.....

Address.....Phone..... Fax.....

Name of Production

Whereby the Employer agrees to engage the Artist under the terms and conditions shown below and overleaf.

1 - PART OR PARTS TO BE PLAYED BY THE ARTIST

The Artist will be employed in the above Play:

(I) to rehearse and play the following parts:.....

OR

(ii) to rehearse and play the following parts:.....

OR

(iii) to rehearse and play the part(s) of:.....

and to rehearse and play as understudy the part(s) of:

OR

(iv) to rehearse and play such parts in the said play as the Employer may call upon the Artist to play.

OR

- (v) to rehearse and play such part or parts and rehearse and play as understudy such part or parts in the said play as the Employer may call upon the Artist to play.

OR

- (vi) to rehearse and play as a swing performer.

OR

- (vii) rehearse and play as understudy the part (s) of [.....]

N.B. Six (6) of the paragraphs above 1(i), 1(ii), 1(iii), 1(iv), 1(v), 1(vi), 1(vii) must be deleted and initialled.

Note: The use of this contract is mandatory for Employees engaged below the upper salary limit.

2 - TYPE OF ENGAGEMENT

Engagement shall be as defined in the Performers' Certified Agreement.

- (i) By the week.
- (ii) For the specific period up to and including:.....
- (iii) For the run of the play in:
(venue/city/town and state/cities and/or towns and states)
- (iv) For the run of the play in Australia.
- (v) For the run of the play in Australia or New Zealand.

N.B. Four (4) of the paragraphs above, 2(i), 2(ii), 2(iii), 2(iv), 2(v) must be deleted and initialled.

3 - COMMENCEMENT

- (i) Date of commencement of engagement shall be:
- (ii) Date of first real rehearsal shall be (on or about):
- (iii) Length of rehearsal period (on or about):
- (iv) Date of opening performance (on or about):

4 - ENGAGEMENT MONIES

(i) Rehearsals

Negotiated Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Rehearsal Rate \$.....per week

(ii) Performance

Negotiated Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total salary.

5 - TRAVEL ALLOWANCE

- (a) Where an Employee is required to work away from his/her place of residence as set out in Part 1, the travel allowance provisions of Part 8 of this Agreement shall apply.
- (b) In accordance with subclause 11.12 of the Agreement the production is/is not a local show.

6 - SUPERANNUATION

- (a) In accordance with clause 26 - Superannuation - of this Agreement the Employer shall pay superannuation contributions to JUST SUPER on behalf of the Artist.
- (b) The Employer shall take all necessary action to confirm whether or not the artist is a member of JUST SUPER.
- (c) In the event the Artist is not a member of JUST SUPER and confirms that he/she is a member of another complying fund and signs a disclaimer the Employer shall pay the Employees superannuation contributions to that fund.

7 - SPECIAL CONDITIONS

Any special conditions agreed upon by the Artist and the Employer are set out in Schedule A of this contract provide that such special conditions shall not be inconsistent with the terms of the Agreement.

8 - BILLING/PUBLICITY

- (a) The Artist's name and spelling of the same in this contract shall be used for billing and program purposes.
- (b) Where the Employer releases biographical material of the Artist for the purpose of publicising and/or in any way promoting the Production the Artist shall have the right of approval over such material.

9 – RECORDINGS

9.1 Archival Recording

- (i) The Employer intends to record the Artist's performance for archival purposes in accordance with Clause 41 of the Agreement and seeks the Artist's consent to so record a performance.
- (ii) The Employer does not (at this time) intend to record the Artist's performance for archival purposes (in accordance with Clause 41 of the Agreement).

NB: Either 9.1(i) or 9(ii) must be deleted.

10- JURISDICTION

This contract is made and is subject to the Laws of Australia.

For the Employer:

For the Employee:

.....
 (signature)

 (name - please print)

 (position)

 (date)

 (witness)

.....
 (signature)

 (name - please print)

 (position)

 (date)

 (witness)

N.B. Unless the Artist's Agent can produce Power of Attorney, this contract must be signed by the Artist.

The Employer warrants that this contract is the standard form contract as set out in Schedule 5 of the Performers' Certified Agreement 2002-2005.

PART 2

GENERAL CONDITIONS

1. The terms and conditions of the Performers Certified Agreement as altered and/or replaced shall apply and form part of this Contract as if the same were written herein. In the event of any inconsistency between any term of this Contract and the provisions of the Performers' Certified Agreement, the Performers' Certified Agreement shall prevail.
2. The Artist is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise his/her talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Performers' Certified Agreement.
4. A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.
5. The Employer reserves the right to stand down the Artist in accordance with the provisions of the terms of engagement clause of the Performers' Certified Agreement.
6. This Contract may only be varied or modified in writing, signed by all the parties to the Contract.
7. This Contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to the definitions clause does not include any additional payments payable under the Agreement.
9. Except in the case of an emergency the Employer shall provide the Artist with a Contract at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this Contract.

Unless there are reasonable grounds for not doing so the Artist shall sign and return the Contract within 14 days of receipt.

10. Notices concerning Employees generally from the Employer posted on the usual notice board or addressed to the artist in the care of the stage door keeper or sent to the Artist's last known address will be held to be valid notices.
11. Unless the Artist otherwise advises in writing, the address for the service of notices under this Contract shall be the address of his/her agent or if the Artist is unrepresented the artist's contact address as specified in Part 1 of this contract. Unless the Employer otherwise advises in writing, the address for the service of notices under this contract shall be the address of the Employer as specified in Part 1 of the contract. Notices shall be in writing and may be hand delivered or sent by post, or facsimile transmission.
12. One copy of the agreement duly executed by the Artist shall be retained by the Employer (a further copy will be retained for office procedures only); one copy duly executed by the Employer shall be retained by the Artist.

13. In the event the Employer requires the Artist to appear “nude” or “semi nude” in the Production, the Employer warrants it negotiated this condition of employment with the Artist, prior to the execution of this Contract, and must be stipulated in the Special Conditions of Schedule A to this Contract.
14. In the event the Employer requires the Artist to “smoke” in the Production, the Employer warrants he/she/it negotiated this condition of employment with the Artist, prior to the execution of this Contract, and must be stipulated in the Special Conditions of Schedule A to this Contract.
15. The Employer shall provide access to copies of the “Entertainment Industry Safety Guidelines” to the Artist.

PART 3

RULES OF THE THEATRE

1. The Artist shall notify the stage manager of any change to his/her address.
2. All parts written or printed are the property of the Employer and shall be returned to the Management whenever notice to that effect is given.
1. The Artist shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the Employer in so far as such last mentioned rules do not conflict with the terms of the contract and the Agreement.
2. No Artist shall alter his/her part or omit any portion thereof without the express permission of the Employer or its representative or disobey or neglect to carry out the reasonable directions of the Stage Manager, Director, Musical Director, Resident Director or Choreographer.
3. The Artist shall not introduce words or any material into his/her performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Artist with the Employer's consent the Artist warrants that he/she has the right to use such material and is not infringing any copyright. When any such material is the property of the Artist it shall remain so.
6. The Artist shall be in the Theatre throughout the half hour immediately before the rise of the curtain and shall remain until the fall thereof unless (in either case) he/she has the express permission