

EQUITY

Equity House Agreement with Northern Opera Group

The Agreement

It has been agreed between Dominic Bascombe for Equity, and David Ward for Northern Opera Group (referred to as 'The Company' hereafter) that all productions by The Company shall use the following as their minimum terms for the engagement of performers and stage managers (referred to as 'Company Members' hereafter).

This agreement is to commence on **1 October 2023** and subsist until further notice. Either party may terminate this agreement by giving one month's written notice to the persons named in clause 1(a).

It is understood and acknowledged that this agreement is a first step towards developing good employment practices and adoption of an industry standard Equity agreement such as the Equity/UK Theatre Commercial Theatre agreement or the Equity/ITC Ethical Managers' Agreement. The Company shall meet with Equity on a regular basis, at least once a year, to discuss progress towards this goal.

Use of this Agreement

- a) This Agreement will form the basis of each individual Contract of Employment.
- b) If The Company enters into negotiations concerning the transfer or a tour of a production first staged at The Company, they shall consult Equity and no contracts will be issued in advance of this.
- c) A copy of this Agreement must be provided with each individual Contract of Employment of Stage Mangers and/or Performers.
- d) Information about the Equity House Agreement will be added to The Company website with wording agreed by both parties.

1) Salaries

- a) Subject to individual contracts of engagement, , Company Members shall be paid at least £545 weekly which is the current ITC minimum as of April 2023. No productions shall pay less than Real Living Wage rate for outside of London at £10.90 per hour. This shall be reviewed and amended on an annual basis to reflect any changes in ITC minimums.
- b) The Company shall keep an open financial book for the production that the relevant Equity official can inspect on request. Equity may require detailed financial information, including books and accounts, for the purposes of a full audit.
- c) The engagement fee and any other payment shall be paid by a mutually convenient method as set out in the individual contract of engagement.

2) Hours of Work

- a) The hours and conditions of work shall be agreed between The Company and the Company Members before the first rehearsal begins.
- b) The working week during rehearsals shall be no more than 38 hours worked over no more than 5 days in a 7-day period.

- c) The working week during performances shall be no more than 35 hours worked over no more than 6 days in a 7-day period.
- d) Each production can have one designated production week of no more than 43 hours worked over no more than 6 days in a 7-day period.
- e) The Working Time Regulations mean that no more than 48 hours a week, on average, may be worked. This average should be calculated over 17 weeks or the full length of the engagement.
- f) The maximum working day shall be 11 hours (3 x 3 hour sessions, plus 2 one hour meal breaks) and those hours shall fall between 8.00am and 12.00 midnight apart from in exceptional circumstances.
- g) There shall be a one-hour meal break between morning and afternoon working periods and between afternoon and evening working periods.
- h) There shall be a break of 15 minutes within any continuous working period of 3 hours.
- i) Breaks specified in ss. f) and g) are not included in working time.
- j) A minimum period of at least 11 hours shall elapse after the conclusion of each day's work.
- k) There shall be no more than 12 performances of under one hour or 8 performances of over one hour in one week.
- l) There should be no more than 12 workshops per week and no more than 3 on any one day.
- m) There shall be at least one free day for every 6 days worked and there shall not be more than 6 days worked between each free day.
- n) All working sessions must be a minimum of 3 hours .

3) Overtime

- a) The overtime rate shall be 1.5 x the hourly rate for all hours worked in excess of the weekly or daily maximum, or breach of breaks.
- b) Where there is a breach of the Free Day provision or of the overnight gap, overtime shall be paid at 2 x the hourly rate.
- c) The Company shall provide time sheets for completion by each Company Member on a weekly basis.
- d) Where a weekly salary has been agreed, the hourly rate shall be what is explicitly set out in this agreement or calculated as 1/35th of weekly salary during the rehearsal period and 1/40th of weekly salary during the performance period.

Example 1: During rehearsals, if company member rehearses on a sixth working day in the week, overtime due will be at 2 x the hourly rate for all hours worked that day.

Example 2: During performances, if company member performs on a seventh working day in the week, having worked previous six days, overtime due will be at 2 x the hourly rate for all hours worked that day.

Example 3: If less than 11 hours pass from end of working day to start of next day, overtime due will be at 2 x the hourly rate for all hours worked that day.

4) Holidays and Public Holidays

- a) The Company Member shall be entitled to 7/13th of a day's paid holiday for each week engaged for.
- b) Holiday shall be taken at a date agreed by The Company.
- c) If holiday is not taken during the engagement, the Company Member must receive pay in lieu of holiday at the end of the engagement.
- d) Pay in lieu of holiday shall be at 7/13th of actual daily salary (averaged over the period of the engagement) for each week worked.
- e) No work shall be required on 25th December or in Scotland on the 1st of January.

5) Equal Opportunities

The Company must have both an Equal Opportunities Policy and a Dignity at Work Policy and must adhere to them in practice and monitor them regularly.

6) Environmental sustainability

The Company must have an Environmental Sustainability Policy and must adhere to it in practice and monitor it regularly.

7) Equity Meetings

The Company shall contact Equity to arrange an Equity meeting during working hours. All Company Members shall be encouraged to attend this meeting, and, if not already members, should be encouraged to join Equity. An Equity meeting will be arranged before the first performance, and a full list of Company Members provided to Equity in advance of the meeting.

8) Touring Conditions and Travel

Touring conditions and travel arrangements shall be agreed with Equity in advance of contracts being issued where Company Members are required to stay overnight away from the Company Base.

9) Stage Management

- a) Where fewer than 9 performers are used there should be at least 1 dedicated Stage Manager.
- b) On some minimal productions (e.g. fewer than 4 performers, minimal set, no lighting rig, extremely simple sound, get-in less than 40 mins. etc) it may be possible to operate without a dedicated Stage Manager.
- c) A company member engaged to undertake stage management duties may be required to appear on stage.

10) Costume and Property

- a) The Company shall provide all exterior costume, hair-pieces, wigs, specialist make-up etc. and shall ensure that they are clean, kept in good repair.
- b) Should the Company Member agree with The Company to use his/her own property in lieu of the items listed in 11a, The Company shall negotiate a fee for use of the property before first use and negotiate with the Company Member the outcome in case of loss or damage during the production.

11) Health and Safety

- a) The Company shall issue a Staff Handbook to Company Members detailing Health and Safety, Disciplinary, Dismissal and Grievance procedures.
- b) The Company shall provide and maintain safe and healthy conditions of work in accordance with Health and Safety legislation for the time in force.
- c) The Company must have a written Health and Safety Policy which shall be prominently displayed and shall include:
 - i) Procedure for risk assessment of all productions.
 - ii) Provision for training to be given to Company Members where appropriate.
 - iii) The Company shall be responsible for providing all necessary protective clothing and equipment.
 - iv) The Company shall effect and maintain Employer's Liability Insurance for all Company Members during working time.
 - v) The Company shall ensure that a copy of the fire regulations and drill is prominently displayed and drawn to the Company Members' attention.

12) Disciplinary, Dismissal and Grievance Procedures

Disciplinary, Dismissal and Grievance issues shall be resolved in accordance with the principles of the ACAS Guide to Disciplinary and Grievances at Work, and use the sample policies for small organisations contained therein. Refer to www.acas.org.uk for further information.

13) Sickness

- a) Any Company Member who is forced to be absent through sickness shall notify The Company as soon as practicable and advise wherever possible on the likely duration.
- b) The Company shall continue to pay the Company Member at his/her full basic weekly salary for at least 2 days of absence per month of the production, thereafter the equivalent of statutory sick pay shall be paid for the remainder of the contract.
- c) The Company are entitled to give notice of immediate termination of contract for sickness absence:
 - i) For engagements lasting under 1 calendar month: 3 days sickness absence
 - ii) For engagements lasting between 1 calendar month and under 2 months: 5 days sickness absence
 - iii) For engagements lasting between 2 months and under 3 months: 7 days sickness absence
 - iv) For engagements lasting between 3 months or more: 9 days sickness absence

14) Absence

- a) Any absences will be dealt with on a project-by-project basis.
- b) The Company may deduct from the Company Member's salary for any part of the working day for which the Company Member is absent for reasons of his/her own neglect or default on a pro rata hourly basis.
- c) Any initial absence without reasonable cause or explanation will require a follow-up discussion between the Company and the Company Member. Any second absence without reasonable cause or explanation will be treated as serious misconduct and will entitle The Company to dismiss the Company Member.
- d) In the event the Company Member is dismissed as the result of absence, they will receive payment for hours worked up until the point of dismissal.

15) Early Termination

- a) Summary Dismissal: An Act of Gross Misconduct may result in summary dismissal. The following is a non-exhaustive list of examples of what might constitute Gross Misconduct:
 - i) Theft of or malicious damage to company property.
 - ii) Incapacity due to being under the influence of alcohol/non-prescribed drugs.
 - iii) Physical assault or fighting.
 - iv) Sexual harassment.
 - v) Abusive behaviour e.g: sexist, racist, ageist and other oppressive behaviour.
 - vi) Gross incapability – where the employee’s negligence or actions jeopardise the production (this may include failure to learn their part, gross incompetence or inability / unwillingness to take direction).
 - vii) Serious infringement of safe working practices.
 - viii) Infringement of Northern Opera Group’s Code of Conduct (distributed with contract offers)
- b) The Company Member will first be issued with a warning with reasons given for this warning. If a second incident occurs this may lead to Early Termination of contract with no pay.
- c) If the first incident is of a significant nature this may lead instantly to Early Termination.
- d) In all instances any issues of misconduct will be at first managed by the General Manager and Artistic Director. In the event that Early Termination is recommended, this will be agreed by a quorum of the Board of Trustees of Northern Opera Group.

16) Failure to Produce

- a) If for any reason the Manager does not produce the production the Manager shall immediately notify the Performer of this in writing and pay the Performer a cancellation fee of the remaining amount set in relation to the length of notice given prior to the date of the first rehearsal:
 - i) Notice of less than six weeks – 100% of the remaining fees plus any expenses incurred
 - ii) Notice of more than six weeks but not more than twelve weeks – 50% of the remaining fees plus any expenses incurred
 - iii) Notice of more than twelve weeks but not more than sixteen weeks – 25% of the remaining fees plus expenses incurred
- b) Should the Company Member wish to cancel their contract prior to the production taking place they must
 - i) Notify the Company as soon as possible.
 - ii) Support the Company to find a suitable replacement.
 - iii) Repay any fees already received for work not completed.

17) Recordings and Photographs

The Company Member agrees that The Company may:

- a) Photograph their performance during rehearsals, performances or photo calls, without additional pay. Such photos may only be used for publicity for the relevant production or for general publicity for The Company. Where the Company Members’ image is used by The Company for the primary purposes of promoting the Company, The Company Member shall be credited by The Company. Photos depicting the Company Member nude/semi-nude and/or sex should only be used for direct publicity for the production and only with the written consent of

the Company Member.

- b) Record their performance/rehearsals without additional pay in the following circumstances:
 - i) For playback during rehearsals or similar private purposes.
 - ii) For The Company's archives (if The Company has the consent of all company members involved).
 - iii) in order to make a DVD, CD, Video (or other electronic/digital format) of no more than ten minutes finished length for publicity purposes (including use on company website). This should not be broadcast on TV, video, cable or satellite television, national or local radio (or any other medium existing now or in the future), or be used as an educational resource, without the prior consent of Company Members involved.
- c) The Company will not make or agree to the making of mechanical or electronic recordings of the Production, live streaming or other mechanical or similar reproduction of the performance for commercial use without the consent of the performers and with prior negotiation of rates of pay with Equity, who can advise on industry standard rates for these uses.

18) Credits

- a) The Company shall credit the Company Member at each show in a medium which is at no cost to the audience (cast sheet, projection, board, social media, website, etc.), make best endeavours to ensure that this is current to the show seen, and advertise where to find this information.
- b) The programme shall at all times show current Creative Team, Cast and Stage Management.

19) General Provisions

- a) The Contract must be completed and signed by the first day of the engagement.
- b) The Company have chosen to postpone pension scheme auto-enrolment for 3 calendar months and this conditions serves as official notice of postponement.



For Equity



For Northern Opera Group (The Company)

9 October 2023

Date