

EQUITY



UK Theatre/Equity

Commercial Theatre Agreement

for Performers and Stage Management

Understanding your terms and conditions at work

Introduction

This booklet is a guide to the Equity agreement you're currently working on, the UK Theatre/Equity Commercial Theatre Agreement for Performers and Stage Management. It gives an overview of the minimum terms and conditions that you and your co-workers have been engaged under and provides answers to some frequently asked questions about the agreement.

The information here is intended as an easy-to-read guide and does not contain the full terms of the agreement. If you have a query that is not covered here, or if you are unsure of how any of the terms should be applied, then you should contact your Equity Official. You can find their name and contact details on the back of this booklet.

Understanding Equity Agreements

What are collective agreements?

A collective agreement is an agreement between workers and bosses that regulates terms and conditions of work.

Collective agreements are a way for workers to negotiate collectively (through trade unions) to establish and enforce improved working conditions. Without these agreements, the only protections that workers have are statutory entitlements such as National Minimum Wage and basic health and safety legislation.

What are Equity agreements?

Equity holds a number of collective agreements throughout the entertainment industry. These are negotiated between Equity (representing workers), and either individual employers or management associations (such as UK Theatre) which represent a number of employers. Sometimes, the Commercial Theatre Agreement is referred to in contracts issued by producers who are not members of UK Theatre. They will use some – but not always all – of the minimum terms our agreement sets out.

What is a 'minimum terms' agreement?

All of Equity's collective agreements are 'minimum terms' agreements. This means they establish a floor that no one can fall below, not a ceiling that no one can rise above. Equity agreements do not prevent employers from paying above the negotiated minimum salaries or offering improved terms to any member of the company.

Who is covered by Equity agreements?

Different agreements establish minimum terms and conditions for different groups of workers.

In theatre, performers and stage management are generally covered by the same overall agreement, while there are separately negotiated agreements for directors, designers and choreographers.

How are agreements negotiated?

Equity agreements are negotiated for a defined period, usually two or three years. When negotiations are due to take place, Equity members who have worked on the agreement since it was last re-negotiated are consulted on priorities and invited to become involved in the negotiating process via working parties.

The final decision on whether to accept a new agreement is made by Equity members. When an offer is received from the bosses, you are balloted on any proposed changes, which can only be agreed if a majority of members are in favour.

Do Equity agreements cover non-members?

Equity agreements apply to all relevant workers regardless of whether they are a member of the union. Your employer cannot require you to disclose your trade union membership, or treat you differently based on whether or not you are a member of a trade union.

While non-members can benefit from the minimum terms negotiated by Equity, they ultimately weaken the union's ability to improve terms and conditions. The more members we have in workplaces, the stronger position we are in to win better deals.

Non-members are not consulted on negotiating priorities and do not get to vote on any offer from the bosses.

What are my terms and conditions at work?

Salary

What should I be paid?

The current minimum rates of pay negotiated between Equity and UK Theatre are at the back of this booklet. These rates are minimums. There is nothing to prevent employers from paying above the minimum or artists or their agents negotiating improvements. This is the case for all of these rates, not just the weekly minimum rate of pay.

As well as your basic salary, there are additional payments due for additional responsibilities such as being a dance captain, swinging, understudying, or a member of stage management acting up. The full schedule of payments can be found at the back of this booklet.

I'm working on a 'buy-out', what is included?

A buy-out is a prepayment of additional payments such as overtime that would be due under the agreement. Your contract should clearly specify your basic salary plus the additional items which are included in the calculation of your buy-out salary.

Your total buy-out salary cannot be less than the amount you would be owed if you were engaged under the minimum terms of the agreement.

A buy-out is an average of money, not of hours. This means that your working hours cannot be averaged out across the contract. For advice on understanding your buy-out, please contact your Equity Official.

See clause 3.5

What is the 'ceiling salary'?

This is the rate used as the upper limit for calculating payments due for some additional payment provisions, such as sick pay. It is 1.5x the relevant minimum

weekly salary for your role and the precise amounts for each Tier under the agreement are shown at the back of this booklet.

If you are being paid more than this, then sick pay and other calculations will be calculated using the ceiling salary. Holiday Pay is calculated using your actual average weekly pay, not the ceiling salary.

See Clause 3.6

Working time and holidays

What are my maximum working hours?

- *Rehearsal room weeks:* 43 hours per week, worked between 9am and 10pm.
- *Performance weeks:* 46 hours per week, worked between 8.30am and 11.30pm.

Breaks are not included in calculations of working hours.

See clause 11.1

Is travel included in working time?

If your employer requires you to travel (for example between venues on a tour) then this is working time and should be included in calculations of working hours.

If the call to travel to the designated opening venue of a production is longer than two hours in total, the first two hours do not need to be counted as working hours.

Ordinary local travel from your home or your accommodation to your workplace is not counted as working time.

See clause 12.1.6

What breaks am I entitled to?

- During rehearsals or for stage management during get ins and get outs you should have a 15-minute break within any continuous period of 3 hours' work and a 1-hour break after a period of 5 hours' work.

- Between rehearsals and a performance, you should have a 1-hour break before the “half hour” call.
- Between performances, you should have a 1-hour break between curtain down and curtain up, unless it has been mutually agreed otherwise.
- Overnight there should be a break of at least eleven hours between finishing and starting work.

See clauses 12.2.2 & 12.2.3

What is my maximum call time?

Maximum daily call time is not specified in the agreement, but you should check to make sure that your call time enables the required overnight break between calls, and complies with other stipulations about working time.

What days off am I entitled to?

You are entitled to two days free of all calls (including travel) in every distinct 14-day period. On average, this means you should have 1 day off in each week. You are entitled to overtime payment and compensatory rest if you work on a seventh consecutive day (see below), and in no circumstances should you be asked to work more than twelve consecutive days.

See clauses 14.1 & 14.2

What happens if I miss my break or work additional hours?

When should I be paid overtime?

1.5x the hourly rate (see below) should be paid for:

- Any hours worked between 43 and 46 hours over any six day period during rehearsals.
- Any hours worked on a public holiday (see below).

Double the hourly rate should be paid for:

- Any hours worked in excess of 46 hours over any six day period.
- Any work on a seventh consecutive day
- Any breach of the overnight break
- Any time worked over and above normal hours filming an Electronic Press Kit (EPK).

- During rehearsals, any work on a nominated rest day. This payment is subject to a minimum 4-hour call (i.e. if the actual working time is less than 4 hours, it will still be treated as 4 hours for the purposes of payment.)

For any performance called on a nominated rest day you should be paid an extra 1/8th of your basic performance salary.

See clauses 12.3, 14.3 & 16.3

What is the overtime rate?

The hourly overtime rate is calculated on the basis of the hourly rate of your applicable minimum weekly salary (1/43rd of the minimum during the rehearsal period, and 1/46th of the minimum during the performance period).

See clause 12.3.3

When I am I entitled to compensatory rest?

If you are required to work on a 7th consecutive day, you should be given an equivalent period of time off within eight weeks (e.g. if on the 7th day you work a half-day, you should get an additional half-day off).

Compensatory rest is in addition to any overtime payment.

See clause 14.4

What holiday am I entitled to?

You are entitled to 28 days’ paid holiday in each complete year of work, running from the date of the first rehearsal. Where you are engaged for part-weeks or part-years holiday entitlement is calculated on a pro-rata basis.

See clause 15

Am I required to work on public holidays?

You can be required to rehearse or perform on any public holiday. However, your manager should use reasonable endeavours to ensure that rehearsals for a production which is being performed on that day shall only take place in an emergency.

In addition to hours worked on a public holiday counting towards your weekly total, you should also be paid overtime in units of fifteen minutes at 1.5x the hourly rate for all hours worked.

See clause 16.3

What happens if I can't or don't take my holiday?

At the end of your contract, you should be paid in lieu for any holiday entitlement that you have not taken.

Holiday pay in lieu is calculated by multiplying the fraction of the year worked by the holiday entitlement and subtracting any holiday that has already been taken.

See clause 15.4

Can I choose when I take holiday?

Usually, holidays should be agreed between you and your manager. However, the manager can also specify when holiday is to be taken if they give you 4 weeks' notice. Holiday must be taken in units of at least one week, unless your remaining holiday entitlement is less than this.

See clause 15.2.1

Sickness & injury

Do I get paid if I am unwell or injured? How many sick days are included in the contract?

If you are unable to work due to illness or injury, you are entitled to receive sick pay.

You are entitled to a maximum of 24 days of absence per year. If the maximum is reached, the producer can either continue to pay your basic performance salary or give written notice of the termination of your contract.

You are not entitled to more weeks of paid absence than the number of weeks you've been employed.

See clause 19

Travel costs

When should my travel be paid for?

- At the beginning of the contract, if your home address is more than 25 miles from the first and/or last venue, they will be responsible for the cost of your travel to/from your home address.
- During the contract, if your home address is between 15 and 25 miles from a given venue where you are required to work.
- During the contract if you are required to move from venue to venue.

The manager can either supply the transport or pay for your travel. If money is given to you in advance to pay for transport costs, this should be itemised so that you can see how much each journey is expected to cost. If you buy tickets yourself, you should be reimbursed no later than the payday after the journey.

See clause 17

You are entitled to reimbursement if the costs of your travel ticket is higher than the amount of money you received from the manager to pay for it.

See clause 17.5.4.2

Who is responsible for arranging my travel?

When the manager is responsible for the cost of your transport, they can either supply the transport or pay your transport costs. If you want to travel separately from the company you must get the manager's prior permission, but this cannot be unreasonably refused.

Accommodation and allowances

When should I receive a living-away allowance?

If you are working at a venue more than 25 miles from your home address (including during rehearsals), you are entitled to the appropriate allowance as follows:

- **Subsistence allowance:** For rehearsal weeks, or performance weeks at one venue only, for a maximum of 13 weeks.
- **Weekly touring allowance:** For performance weeks on tour.
- **Daily touring allowance:** For any performance week(s) where you

are performing at more than one venue in that week. Payable up to a maximum of six days in any one week.

The current minimum living away allowances are at the back of this booklet.

How far in advance should my allowance be paid?

- **On Tier A* tours:** Subsistence and touring allowances should be paid at least 4 weeks in advance.
- **On Tier A, B & C tours:** Subsistence and touring allowances should be paid at least 2 weeks in advance.

When should my accommodation be provided?

If you are on a tour which goes to Dublin, your accommodation should be provided, and you should also be provided with a per diem.

See clause 18.3.3

Other questions

Is my employer making pension contributions? Am I a member of the Equity Pension Scheme?

Your employer is obliged to enrol you in a pension scheme, and will give you a choice of contributing towards the Equity Pension Scheme (if you are a member) or an auto-enrolment scheme of their choice.

The amount you and your employer contribute to your pension depends on the scheme chosen:

- Under an auto-enrolment scheme, you contribute 5% of your salary and your employer contributes 3%.
- Under the Equity Pension Scheme, you contribute 3% and your employer contributes 5%.

You must be a member of the scheme and provide your pension number on Day 1 of the engagement to receive the uplifted amounts.

You are not automatically a member of the Equity Pension Scheme when you join Equity. You can join via the pension page on the Equity website.

See clause 4.5

What does the agreement say about 'push and pull'?

There is no additional payment for 'push and pull'. Your salary includes any 'reasonable' movement of scenery or props if it is in the artistic interests of the production. If you are concerned that the requirements for push and pull are unreasonable, please raise this with your Equity Official.

What happens if the makeup provided is not right for me?

Where specialised or body make-up is required, the Manager should provide this. The make-up provided should be appropriate. If adequate and suitable make-up is not provided, or you feel uncomfortable with the make-up provision, you should contact your Equity Official.

See clause 24

Members of the stage management team who are required to undertake duties in costume and make-up should refer to clause 9.2.

What happens if my producer wants to record a cast album?

You should be given at least 14 working days' notice if a cast album is to be recorded. You should be paid a session fee for the recording and will be entitled to royalty payments.. The division of royalties will be negotiated and agreed amongst the company. Your Equity Official will be on hand to assist you through this process.

See clause 21.4

Have a question on the above? Your Equity Official is on hand to support your work as Deputy and answer any questions you have.

WEEKLY SALARY MINIMA 8 Show Weeks	3 April 2023 – 31 March 2024	1 April 2024 – 30 March 2025	31 March 2025 – 6 April 2026
Tier A* (1,500 seats +)			
Rehearsal Minima			
Performer / ASM	£507.54	£532.92	
DSM	£578.71	£607.65	
SM	£644.35	£676.57	
C&SM	£695.11	£729.87	
Performance Minima			
Performer / ASM	£543.21	£570.37	
DSM	£679.15	£713.11	
SM	£760.48	£798.50	
C&SM	£815.08	£855.83	
Tier A (500 – 1,499 seats)			
Rehearsal Minima			
Performer / ASM	£502.03	£527.13	
DSM	£572.64	£601.27	
SM	£637.73	£669.62	
C&SM	£687.94	£722.34	
Performance Minima			
Performer / ASM	£523.71	£549.90	
DSM	£654.63	£687.36	
SM	£733.18	£769.84	
C&SM	£785.56	£824.84	

TBC subject to CPI+0.5% as of Feb 2025 (with a maximum increase of 5% and a minimum increase of 3%)

Tier B (250 - 499 seats)		
Rehearsal Minima		
Performer / ASM	£474.44	£498.16
DSM	£540.63	£498.16
SM	£602.43	£632.55
C&SM	£649.87	£682.36
Performance Minima		
Performer / ASM	£501.42	£526.49
DSM	£626.78	£658.12
SM	£701.99	£737.09
C&SM	£752.14	£789.75
Tier C (0 – 249 seats)		
Rehearsal Minima		
Performer / ASM	£448.06	£491.92
DSM	£452.93	£560.79
SM	£504.23	£624.74
C&SM	£543.95	£673.93
Performance Minima		
Performer / ASM	£479.32	£526.24
DSM	£501.42	£657.80
SM	£561.59	£736.74
C&SM	£601.70	£789.36

TBC subject to CPI+0.5% as of Feb 2025 (with a maximum increase of 5% and a minimum increase of 3%)

If the Contract is to perform at more than one venue, one tier applies to the whole Contract and is determined by assessing the tier which applies to the majority of the performing weeks known at the time of Contract, save that for any Contract to have tier A* as its applicable tier at least 60% of the known performing weeks must be at venues with 1,500 or more seats on sale for each performance.

See clause 3.1.2

UK Theatre / Equity Commercial Theatre Agreement – 12-Show Rates for 2023 – 2026

WEEKLY SALARY MINIMA 12 Show Weeks	3 April 2023 – 31 March 2024	1 April 2024 – 30 March 2025	31 March 2025 – 6 April 2026
Tier A* (1,500 seats +)			
Rehearsal Minima			
Performer / ASM	£507.54	£532.92	
DSM	£578.71	£607.65	
SM	£644.35	£676.57	
C&SM	£695.11	£729.87	
Performance Minima			
Performer / ASM	£597.81	£627.70	
DSM	£747.12	£784.48	
SM	£836.82	£878.66	
C&SM	£896.43	£941.25	
Tier A (500 – 1,499 seats)			
Rehearsal Minima			
Performer / ASM	£502.03	£527.13	
DSM	£572.64	£601.27	
SM	£637.73	£669.62	
C&SM	£687.94	£722.34	
Performance Minima			
Performer / ASM	£576.07	£604.87	
DSM	£720.37	£756.39	
SM	£806.73	£847.07	
C&SM	£864.12	£907.33	

TBC subject to
CPI+0.5% as of Feb
2025

Tier B (250 - 499 seats)		
Rehearsal Minima		
Performer / ASM	£474.44	£498.16
DSM	£540.63	£567.66
SM	£602.43	£632.55
C&SM	£649.87	£682.36
Tier B (250 - 499 seats)		
Rehearsal Minima		
Performer / ASM	£551.57	£579.15
DSM	£689.73	£724.22
SM	£772.19	£810.80
C&SM	£827.35	£868.72
Tier C (0 – 249 seats)		
Rehearsal Minima		
Performer / ASM	£448.06	£491.92
DSM	£452.93	£560.79
SM	£504.23	£624.74
C&SM	£543.95	£673.93
Performance Minima		
Performer / ASM	£504.74	£578.86
DSM	£551.57	£723.58
SM	£617.86	£810.41
C&SM	£661.88	£868.30

Theatre / Equity Actor -Musician Rates for 2023 - 2026

The minimum weekly salaries for Actor-Musicians are dependent on the rates agreed with the MU under the UK/Theatre MU Agreement.

ACTOR-MUSICIANS			
WEEKLY SALARY MINIMA 8 Show Weeks	3 April 2023 – 31 March 2024	1 April 2024 – 30 March 2025	31 March 2025 – 6 April 2026
Tier A* (1,500 seats +)			
Rehearsal Minima	£590.61	£620.14	TBC
Playing up to 2 instruments	£673.68	£707.36	TBC
Playing 3 or more instruments	£741.05	£778.10	TBC
Tier A (500 – 1,499 seats)			
Rehearsal Minima	£587.86	£617.25	TBC
Playing up to 2 instruments	£673.68	£707.36	TBC
Playing 3 or more instruments	£741.05	£778.10	TBC
Tier B (250 - 499 seats)			
Rehearsal Minima	£574.06	£602.76	TBC
Playing up to 2 instruments	£673.68	£707.36	TBC
Playing 3 or more instruments	£741.05	£778.10	TBC

ACTOR -MUSICIAN UNDERSTUDYING	3 April 2023 – 31 March 2024	1 April 2024 – 30 March 2025	31 March 2025 – 6 April 2026
Where an Artist is paid as an Actor but covers an Actor-Musician			
Responsibility payment (Paid per role, per week)	£24.76	£26.00	TBC subject to CPI+0.5% as of Feb 2025
Performance Payment	Cannot be less than the difference between the cover's basic pro-rated per performance and the appropriate Actor-Musician minimum pro-rated per performance.		
Where an Actor-Musician is covering another Actor-Musician	Actor understudy payments apply (other than for incidental and minor covering)		
Actor-Musician walking understudy			
Minimum Rehearsal Salary	Equivalent to Performer rehearsal minima for each respective Tier		
Minimum Performance Salary (to cover up to 3 roles) – performer minimum plus 5%			TBC subject to CPI+0.5% as of Feb 2025
Tier A*	£570.37	£598.89	
Tier A	£549.89	£577.39	
Tier B	£526.49	£552.82	
Tier C	£503.29	£552.55	
Performance payment	Cannot be less than the difference between the cover's basic pro-rated per performance and the appropriate Actor-Musician minimum pro-rated per performance.		

UK Theatre/Equity Commercial Theatre Agreement Additional Payments for 2023 – 2026

OTHER	3 April 2023 – 31 March 2024	1 April 2024 – 30 March 2025	31 March 2025 – 6 April 2026
Subsistence	£214.50	£221	£227.50
Touring Allowance	£330	£340	£350
Daily Touring Allowance	£52.50	£55.13	TBC subject to CPI+0.5% as of Feb 2025
Understudy Responsibility Payment (per role, per week)	£20	£21	TBC subject to CPI+0.5% as of Feb 2025
Understudy Performance Payment (per role, per performance)	£30	£32	

Stage management cover responsibility payment	£15	£16	TBC subject to CPI+0.5% as of Feb 2025
Stage management performance cover fee	1/8 of the weekly salary of the role they are covering, pro-rated per performance when they cover the role (eg a Tier A SM rate is £769.84. 1/8 is £96.23. If a DSM covered an SM for one performance, they would be paid 1/8 of that weekly rate, which would be £12.03)		
Flying	£50	£50	£50
Swing Dancer	£45	£47	TBC subject to CPI+0.5% as of Feb 2025
Dance Captain	£55	£58	
Mileage Allowance (as needed)	£0.48		

ELECTRONIC PRESS KITS

Marketing & publicity uses / non-commercial gain only 4 weeks after press night	No payment		
Commercial Gain use; making of documentary for 3rd and subsequent transmission	£283.50	£297.68	TBC subject to CPI+0.5% as of Feb 2025
Commercial Gain use; making of documentary on secondary UK channel	£141.75	£148.84	
Commercial Gain use; making of documentary world-wide territories (not UK) for 3-year license	£283.50	£297.68	
For using EPK footage beyond 4wks after subsequent press night for world-wide use	£15.75	£16.54	TBC subject to CPI+0.5% as of Feb 2025

CEILING SALARIES (1.5x performer/ASM performance minima)			
Tier A*	£814.81	£855.56	TBC subject to CPI+0.5% as of Feb 2025
Tier A	£785.56	£824.84	
Tier B	£752.13	£789.74	
Tier C	£718.98	£789.36	

REPUBLIC OF IRELAND PER DIEMS			
Facilities provided			
Accommodation Only – Dublin	€40	€40	€40
Accommodation and Breakfast – Dublin	€26.67	€26.67	€26.67
Accommodation Only – rest of Republic of Ireland	€34	€34	€34
Accommodation and Breakfast – rest of Republic of Ireland	€22.67	€22.67	€22.67
No accommodation and no meals in Republic of Ireland, other than Dublin (85% of previous Dublin rate of €80)	€68	€68	€68
No accommodation and no meals in Dublin	€90	<i>From 2 October 2023, Managers are required to provide accommodation in Dublin, and paying the full per diem rate instead of providing accommodation will not be an option.</i>	

Equity Insurance

Members of Equity are better protected at work with the insurance you receive as part of your membership.

Insurance covers provided

The insurance package has been arranged for all members from the first day of their membership and is designed to provide protection for members' work from training to performance.

The Public Liability insurance

Provides up to £10 million of legal liability claims.

Public Liability (PL) provides cover for injury or damage you may inadvertently cause to other people or to their property. The policy provides legal defence cover and also damages that you may be required to pay if found legally liable for injury or damage to another person or their property.

You are covered by the member PL insurance when you are a member in benefit (according to Equity's rule book) whilst you are undertaking any activity or work which relates to a performing arts profession. This includes, for example, commuting as well as when auditioning, rehearsing, practicing or training.

Personal Accident insurance

Personal Accident insurance (PA) provides cover for Death and Disablement following bodily injury as a result of an accident for all members, and includes a weekly monetary benefit where members are temporarily unable to carry out their occupation as a result of accidental injury sustained from working, commuting, rehearsing, practicing, auditioning, or training in connection with the member's profession.

MRI/RIB/X-Ray Endorsement

The policy includes cover for any member to have MIB/RIB scans and X-rays as long as this has been referred by your GP or a hospital medical practitioner. The maximum cover per member per claim is £1,000.

Backstage personal property insurance

Provides cover for members not just at work but in all professional activity relating to your work.

For more information on the insurance included in Equity membership – including details of how to make a claim – please see the Equity website or contact your Equity Official.



DIGNITY IN DIGS



Visit the Equity website for updates
on Equity's Dignity in Digs campaign



Join Equity:



Contact Equity:



Your Equity Official for this production is:

A large, empty rectangular box with a white background and a black border, intended for writing the name of the Equity Official. The bottom right corner of the box is rounded.

EQUITY