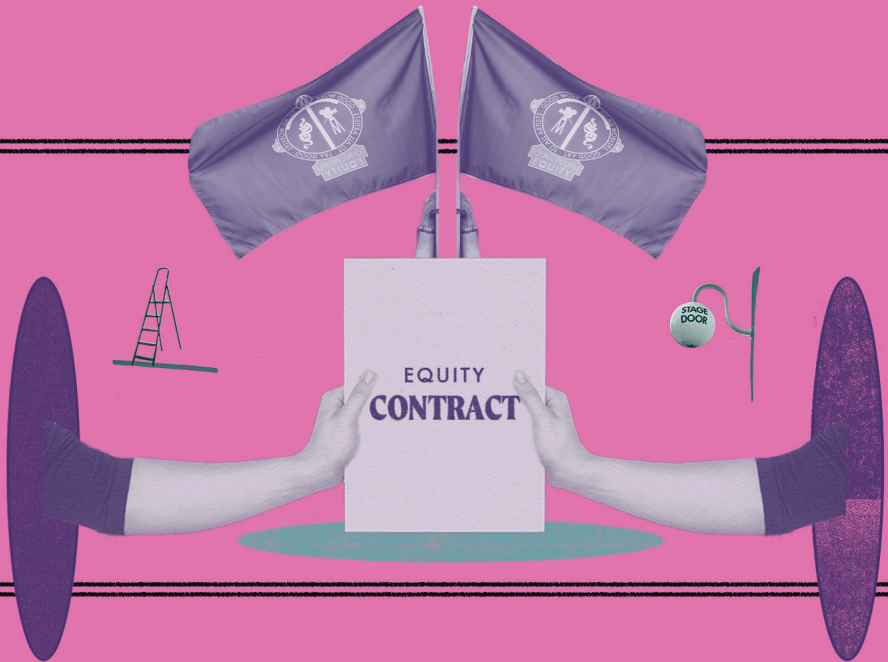


EQUITY



UK Theatre/Equity

Subsidised 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 Subsidised 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 Subsidised 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, and nothing that prevents artists or their agents negotiating increases to these terms. This is the cases for all rates established by the agreement, not just the minimum weekly 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 buyout 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 buyout salary.

Your total buyout 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.

See clause 3.5

What is the 'ceiling salary'?

This is the rate used as the upper limit for calculating payments due for some provisions, including overtime and sick pay. It is 2x the relevant minimum weekly salary (not the MRSL) for your role, divided by the maximum working hours in the week the ceiling salary relates to.

If you are being paid more than this, then sick pay, overtime and other calculations will be calculated using the ceiling salary.

See *Clause 3.6*

Working time and holidays

What are my maximum working hours?

	Maximum hours	Hours of the working day
Rehearsal room weeks	43	9.00am to 10.00pm
Onstage rehearsals and performance weeks with any of: tech rehearsal (including for subsequent cast changes); preview performances; travel; get-in/get-out	46	8.30am to 11.30pm
Performance weeks with a press night or for a Christmas show	43	8.30am to 11.30pm
Performance weeks without: tech rehearsal (including for subsequent cast changes); preview performances; travel; get-in/get-out	40	10.00am to 11.30pm

See *Clause 11.3*

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.

For a touring production, if the call to travel to the designated opening venue (or second venue if the first is the producer's base theatre) 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 12.1.5

What breaks am I entitled to?

During rehearsals and dress rehearsals in full costume and make-up you are entitled to:

- A 15-minute break (included in working time) within any continuous period of 3 hours' work (except in dress rehearsals where a break can be taken conveniently during the interval).
- A 1-hour break after any period of five hours' work.

Between rehearsals and performances:

- You are entitled to a 1-hour break between the end of a rehearsal call and the first call for a performance.
- There must be at least 1 hour between curtain down and curtain up in the case of performances, at least 20 minutes of which should be free of calls.

There must be a break of at least eleven hours between finishing work and starting the next day.

See Clause 12.3

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 should have at least 1 day off in any 7-day period.

You are entitled to overtime payment and compensatory rest if you work on a seventh consecutive day (see page 8 of this booklet), and in no circumstances should you be asked to work more than twelve consecutive days.

See Clause 14

What happens if I miss my break or work additional hours? When should I be paid overtime?

Time and a half should be paid for:

- Any hours worked in excess of the weekly maximum in 40 or 43-hour weeks, up to 46 hours.
- Any hours worked on a public holiday (see page 8 of this booklet)

Double the hourly rate should be paid for:

- Any hours worked in excess of 46 hours over any six day period.
- Any missed breaks.
- Any hours worked before 8.30am or 11.30pm.
- Any breach of the overnight break.
- Any time worked over and above normal hours filming an Electronic Press Kit (EPK).
- Any rehearsals on a free day (subject to a minimum 4-hour call).
- Any work on a Sunday not connected to or required in order for a performance to take place that day.

Overtime payments are calculated in 15-minute units.

See Clause 12.4

What is the overtime rate?

The hourly overtime rate is your weekly salary divided by the maximum weekly working hours for that week. If you are paid above the ceiling salary then the overtime rate is calculated differently – this is explained on page 4 of this booklet.

See Clause 12.4.5

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 there are 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 except Christmas Day.

When there is a public holiday in a working week, the maximum number of hours you can be asked to work is reduced because the work you undertake on a public holiday is treated separately and is paid at time and a half in 15-minute units.

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. It is paid at the rate of your average weekly salary.

See Clause 15.3 and 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 should normally be taken in units of at least one week, although the employer may agree to a shorter period if requested.

See Clause 15.2

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 six weeks of absence in each twelve-month period (or pro rata for contracts that are shorter than 12 months). 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 and end of the contract, the employer is responsible for the cost of your travel to/from your home address.

If your home address is between 15 and 25 miles from your workplace (or venue on tour), then you should receive a weekly travel allowance. This should be equivalent to the appropriate season ticket rail fare.

If your home address is more than 25 miles away from your workplace and you choose to commute you should receive a commuting allowance. (See overleaf)

On tour, if you are required to move from venue to venue then the manager should either provide transport or pay for travel costs.

See Clause 17

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:

- Commuting allowance: For up to 13 weeks, or for each week at the base venue.
- Relocation allowance: For up to 13 weeks, or for each week at the base venue
- 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.

On touring productions in the UK, where the manager provides accommodation an out-of-pocket meal expenses allowances is payable - see the rates at the back of this booklet.

See Clause 17.2

How far in advance should my allowance be paid?

All allowances should be paid at least 4 weeks in advance.

See Clause 17.2.2

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

What is the MRSL and how does it relate to the minimum salary?

MRSL stands for Middle Range Salary Level. When a subsidised venue or production company joins UK Theatre, they are allocated an MRSL Grade of 1, 2 or 3. The 'MRSL' refers to the average salary they are required to achieve across each financial year. All subsidised managers are required to report to Equity on the total salaries paid to performers across the year and where there is a shortfall between the average weekly rate paid to each actor and the MRSL, the difference must be paid to Equity for distribution to the actors who worked for the manager concerned.

The MRSL is different to the minimum salary, which is the amount that no performer or member of the stage management team can be paid below.

See Clause 3.1

Equity recommends that performers and members of the stage management team whose minimum weekly rates of pay are lower than the MRSL use this higher amount in negotiations with producers over your own individual rate of pay. Where you are offered a rate below the MRSL, you can refer to this amount and request that your individual rate of pay better matches – or exceeds! – the MRSL figure.

Is it different when you're working in rep?

Yes – in some cases. The Subsidised Theatre Agreement contains variations to the standard clauses for repertory and repertoire working. For instance, the rep variations stipulate a maximum working day, the stage management team should be larger and there are stipulations about periods of time in the working week that should be free of all calls. For more information on rep variations contact your Equity Official.

See Clause 28

What about Theatre in Education and Young People's Theatre?

There are some differences when working in theatre in education, or young people's theatre. There is a specified maximum working day, the maximum working hours in the week are lower, and travel time from the base theatre to the venue or school you will be working in is included in the calculations of your hours. For more information on TIE/YPT variations contact your Equity Official.

See Clause 29

How many members of the stage management team should there be?

There should normally be a team of at least three stage management: a Stage Manager (or Company Stage Manager), Deputy Stage Manager, and Assistant Stage Manager, none of whom should be required to act or understudy.

The producer can only engage a smaller stage management team if they agree this with Equity before the start of rehearsals.

If you are working in a stage management team smaller than three people in a subsidised venue and this is creating workload or health and safety issues then you should raise this with your Equity Official as soon as possible.

See Clause 9.1

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 4.4

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 of 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.

See Clause 3.3.2

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 over time. 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

What happens if the producer wants to livestream or otherwise broadcast our performance?

If the producer wants to make your production available for cinematic release, or livestreaming, then appropriate terms and conditions in line with those established in other Equity agreements such as the Equity/PACT Agreement should be adhered to. If you are informed that the producer plans to broadcast your performance, then speak to your Equity Official for advice.

See Clause 21.2.2

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

UK Theatre / Equity Subsidised Theatre Agreement – Rates for 2023 – 2026

	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
MRSL GRADES			
MRSL Grade 1 theatres	£589.11	£612.68	Subject to CPI published Feb 2025
MRSL Grade 2 theatres	£519.49	£540.27	
MRSL Grade 3 theatres	£482.00	£526.24	
MINIMUM SALARIES			
Performer MRSL Grade 1,2 and 3 theatres	£482.00	£526.24	Subject to CPI published Feb 2025
ASM MRSL Grade 1,2 and 3 theatres	£482.00	£526.24	
DSM			
Grade 1 theatres	£535.55	£556.97	
Grade 2 theatres	£501.28	£540.00	
Grade 3 theatres	£491.64	£530.00	
SM			
Grade 1 theatres	£600.89	£624.93	
Grade 2 theatres	£530.20	£551.41	
Grade 3 theatres	£497.00	£535.00	
CSM			
Grade 1 theatres	£636.24	£661.69	
Grade 2 theatres	£561.26	£583.71	
Grade 3 theatres	£520.56	£541.38	

OTHER PAYMENTS	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
Understudy responsibility payments			
Up to 2 roles - per week	£30	£35	£40
Additional leading role responsibility - per week	£30	£35	£40
Additional role (non-leading) responsibility payment - per week	£15	£17.50	£20
Understudy Performance Payment			
leading role/2 roles - per performance	£35	£40	£45
Other roles - per performance	£20	£25	£30
Flying per week	£50	£50	£50
Dance Captain per week	£45	£50	£55
Swing responsibility - per week	£40	£45	£50
Stage Management covering	<p>1/8 of the weekly salary of the role they are covering, pro-rated per performance when they cover the role</p> <p>(E.g. a grade 2 SM rate is £530.20. 1/8 is £66.28. If a DSM covered an SM for one performance, they would be paid 1/8 of that weekly rate, which would be £8.29)</p>		
Performer/ASM Weekly Ceiling Salary	£964.00	£1,052.48	Subject to CPI published Feb 2025
Ceiling Salary overtime rate - 40 hour working week	£24.10	£26.31	
Ceiling Salary overtime rate - 43 hour working week	£22.42	£24.48	
Ceiling Salary overtime rate - 46 hour working week	£20.96	£22.88	

SUBSISTENCE AND TRAVEL	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
Relocation Allowance	£210	£225	£235
Touring Allowance	£280	£290	£300
Commuting Allowance	£169.73	£176.52	Subject to CPI published Feb 2025
Daily Touring Allowance	£46.38	£48.23	
Out of pocket expenses / Meal Allowance	£14.93	£15.53	
Mileage Allowance	0.44 per mile		

EPK	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
Marketing & publicity uses / non-commercial gain only (4 weeks after press night)	n/a	n/a	n/a
Commercial Gain use; making documentary for 3rd and subsequent transmission	£283.50	£294.84	Subject to CPI published Feb 2025
Commercial Gain use; making of documentary on secondary UK channel	£141.75	£147.42	
Commercial Gain use; making of documentary worldwide territories (not UK) for 3-year license	£283.50	£294.84	
For using EPK footage beyond 4wks after subsequent press night for worldwide use	£15.75	£16.38	

Sundays	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
One performance in every 4 weeks (or part thereof)	No Payment	No Payment	No Payment
For each additional performance in the same 4 - week period (or part thereof)	£42.00 per perf	£43.68 per perf	Subject to CPI published Feb 2025
Work non-performance related	Double time for minimum 4-hour call		

ACTOR-MUSICIANS	3 April 2023- 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
MRSL 1 Theatres			
Rehearsal	£598.37	£622.31	
Playing up to 2 instruments	£603.75	£627.90	
3 or more instruments	£664.13	£690.69	
MRSL 2 Theatres			
Rehearsal	£526.42	£547.47	
Playing up to 2 instruments	£530.15	£551.35	
3 or more instruments	£583.16	£606.49	
MRSL 3 Theatres			
Rehearsal	£486.91	£526.24	
Playing up to 2 instruments	£492.87	£532.68	
3 or more instruments	£542.16	£563.84	

ACTOR-MUSICIAN UNDERSTUDYING	3 April 2023 - 31 March 2024	1 April 2024 - 30 March 2025	31 March 2025 - 6 April 2026
<p>Where an Artist is paid as an Actor but covers an Actor-Musician: Responsibility payment (Paid per Role, per week) <i>Calculated as 4% of performer minimum</i></p>	£19.28	£21.05	Subject to CPI published 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 incidental and minor covering)		



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.

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