

**UK
THEATRE**

EST 1894

Musicians'
Union



Agreement for

Musicians Working in UK Theatre

(excluding the 'West End' of London)

From April 2018

(version August 2019)

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COLLECTIVE AGREEMENT

This Agreement is made the 5 April 2018 between the UK Theatre Association (UK Theatre) of the one part and the Musicians' Union (the MU) of the other part.

It is agreed as follows:

A SCOPE OF AGREEMENT

1 Who Does It Cover?

The terms and conditions set out in this Agreement shall be the minimum terms for Musicians engaged at theatres in any part of the United Kingdom managed by members of UK Theatre or at which the Producing Manager responsible for providing the orchestra is a member of UK Theatre (in each case hereinafter called The Manager).

2 Who Does It Not Cover?

2.1 This Agreement excludes any Musician engaged under agreements between the MU and the opera and dance companies and those working in the West End of London, which is covered by the terms contained in the SOLT / MU Agreement.

2.2 A UK Theatre Manager shall not be bound by this Agreement in respect of Musicians performing without payment, when the theatre is let for bona fide amateur performances.

2.3 The following Appendices do not form part of this Agreement:

- Appendix 1 Disciplinary and Grievance Procedure
- Appendix 2 Recorded Music Forms
- Appendix 3 Archival recordings
- Appendix 4 Code of Conduct for the Use of Deputies for Guidance Purposes
- Appendix 5 Subsidised theatres in UK Theatre membership
- Appendix 6 Minimum Rates of Pay
- Appendix 7 UK Theatre/MU Agreement – Sample Holiday Calculation
- Appendix 8 Sunday Concerts and Casual Stage Rates
- Appendix 9 Code of Practice for Musicians Engaged to Tour Overseas

2.4 The following Appendix does form part of this Agreement:

- Appendix 10 Musician's Standard Contract of Engagement

B DURATION OF AGREEMENT

1 This Agreement shall operate from 2 April 2018 and shall subsist until terminated or revised on or after 4 April 2021 by either party giving to the other not less than six calendar months prior written notice, accompanied by detailed proposals for its revision.

2 This Agreement and any document referred to in this Agreement constitute the entire Agreement and supersede the Agreement made 2 June 2016.

C IMPLEMENTATION

This Agreement shall apply to all contracts subsisting at or entered into, on or after 2 April 2018.

D INTERPRETATION

Throughout this Agreement, where a capitalised word is used in the text, it shall have the meaning as set out in Schedule 1 'Definitions'.

E FINANCIAL PROVISIONS

Financial Provisions for the duration of this Agreement are as set out in Appendix 6 with the exception that Touring Allowance and Subsistence Allowance will increase in line with the allowances for the UK Theatre/Equity Commercial Theatre and Subsidised Repertory Agreements respectively. The increase applied will be whichever is the highest amount.

F CONCILIATION PROCEDURE

In the event of any dispute or difference arising between a Manager and a Musician as to the interpretation of this Agreement, and if such dispute or difference cannot be resolved between the parties thereto within a reasonable time, then at the request of either party it may be referred to a Conciliation Board (consisting of an equal number of representatives from UK Theatre and the MU) which shall meet and give a decision with the utmost despatch and in any event within not more than 28 days and such a decision shall be final and binding on the parties to the dispute or difference.

G UNION MEMBERSHIP

The Association recognises the MU as the sole representative organisation for Musicians and Music Directors engaged in UK Theatre theatres and strongly recommends all Musicians and music directors to become, or remain, members of the MU.

H HARASSMENT, BULLYING AND VICTIMISATION

The parties of this Agreement are opposed to all forms of harassment, bullying and victimisation; and are committed to providing and maintaining a working environment free from negative actions such as unfair, offensive, abusive, intimidating, humiliating or malicious behaviour. Any complaint will be taken seriously and investigated impartially by the Manager. If a complaint is upheld, the appropriate disciplinary action will be taken.

I STANDARD CONTRACT / RIDER

A Standard Contract (agreed between UK Theatre and the MU, annexed hereto as Appendix 10) shall be used for the engagement of Musicians pursuant to this Agreement. Copies of this Contracts are obtainable from UK Theatre and the MU.

Any rider attached to this contract shall not worsen the minimum terms as laid out in this Agreement.

As witness the hands of the parties hereto the day, month and year first above written.

For and on behalf of UK Theatre

For and on behalf of MU

**SCHEDULE 1:
DEFINITIONS**

Additional Instruments

Previously referred to as doubling, trebling and quadrupling.

Average Weekly Fees

In this Agreement, "Average Weekly Fees" means the Musician's basic rehearsal salary or basic performance salary (as applicable) plus any additional payments made in accordance with the Musician's contract, averaged over the previous twelve weeks (or the number of weeks of the engagement to date if shorter). The calculation shall be made immediately prior to the date to which the holiday pay will apply. If the Musician receives no salary or less than basic salary in one or more of those twelve weeks due to illness or injury, annual holiday or authorised absence, the salary earned in the relevant number of weeks immediately prior to the twelve-week period is to be taken into account.

Children's Performances

A children's performance shall mean a performance of a play or production in a tour or season that is specifically produced to appeal to children up to the age of 12 years but not a Christmas performance or pantomime.

Christmas Period

The 3 weeks Monday to Sunday where the middle week is that containing 25 December unless the MU elects under clause 5.6 to recognise a lieu day instead of 26 December in which case the week containing that lieu day shall be treated as the middle week.

EPK

An Electronic Press Kit.

Making of Documentary

A documentary about the making of the Production itself.

Manager

Such expression to include contractor, fixer or any representative designated by the Manager to act on their behalf in relation to the engagement of Musicians.

Narrowcast

A limited distribution of recorded material as distinct from broadcast and with the meaning usually attributed to such terms in the broadcast industry including but not limited to: Tradeshows (domestic and international); Group Sales Presentations; Ticket Sales sites; Ticket Booths; Travel Agent Displays; In Flight videos (including airport videos); In house hotel Videos; Tour bus Videos; Taxis; Underground station escalators; Footage on outdoor sites; Exhibition Stands; Sequences of no longer than 1 minute streamed on the production's website and / or theatre website, affiliate sites, and ticketing outlets' websites; Visit Britain promotional activities (domestic and overseas); Main line station screens; Promotional DVD – where given away free to promote the performance; Mobile digital media (Bluetooth, mobile phone texting, downloads etc.).

Performance Weeks

- 8 Performance contract – shall mean and include up to and including 8 matinee and / or evening performances lasting a maximum of 3 hours per performance including an interval.
- 12 Performance contract – shall mean and include up to and including 12 matinee and / or evening performances lasting a maximum of 2 hours and 20 minutes per performance including an interval.

Production Period

The Production Period is the period from the Musician's first call in the final week of rehearsal leading up to the designated press night (which may be more than one week and include preview performances). In a Production Period the Manager may call the Musician for up to 40 hours per week payable at single time, i.e. the basic 24/28 hours plus a further 16/12 hours payable pro rata, including any payments for additional instruments. Any hours for which the Musician is required in addition to 40 hours per week during a Production Period shall attract overtime payments according to the provisions of Clause 3.

During the Production Period, the Manager can schedule the Musician flexibly to suit the needs of the production, subject to a schedule being agreed in advance, and there always being a minimum call time of 3 hours.

Public Holiday

Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, or such public or bank holidays as may be declared by the government in lieu of any of these days, and such public or bank holidays as may be declared by the government in addition to any of these days.

Rehearsals

- 8 Performance contract – shall mean and include up to and including 8 rehearsals lasting a maximum of 3 hours per rehearsal
- 12 Performance contract – shall mean and include up to and including 12 rehearsals lasting a maximum of 2 hours and 20 minutes per rehearsal.
- Shall finish before 12 midnight.

Static Productions

A production at a single theatre.

SCHEDULE 2: MINIMUM TERMS AND CONDITIONS

1 HOURS OF WORK

1.1 Rehearsals Outside The Production Period (Cross Refer To Clause 2.4)

1.1.1 8 performance contract

8 rehearsals per week on any 6 of 7 days. Each rehearsal may last 3 hours. Rehearsals should finish no later than 6.00pm with the exception of dress rehearsals. However, the Manager may designate two rehearsals per week, other than dress rehearsals, that may finish later than 6.00pm.

1.1.2 12 performance contract

12 rehearsals per week on any 6 of 7 days. A rehearsal may last 2 hours 20 minutes.

1.2 Rehearsals In Production Period

Musicians rehearsing during the Production Period can be rescheduled to work up to 40 hours per week.

1.3 Change Of Rehearsal Schedule

The Musician shall be given a draft rehearsal schedule at least seven days prior to the first scheduled band call. It is recognised that changes to this rehearsal schedule may need to be made in order to suit the production's needs but that notice to do so must be reasonable. However, if the Musician has had to cancel or re-arrange other commitments in order to fulfil the changed scheduling and can provide evidence satisfactory to the Manager to prove that this is the case, the Manager shall reimburse the Musician for such loss of income.

1.4 Performance Weeks

1.4.1 8 performance contract

8 performances (outside of the Production Period) per week on any 6 of 7 days. A performance may last a maximum of 3 hours.

1.4.2 12 performance contract

12 performances (outside of the Production Period) per week on any 6 of 7 days. A performance may last a maximum of 2 hours 20 minutes.

1.5 Periods of Flexible Scheduling

1.5.1 The Manager may, by giving not less than 8 weeks' prior notice (or not less than 4 weeks' prior notice for contracts of less than 26 weeks), nominate up to 3 periods of flexible scheduling in each year of the Musician's Contract. One period of flexible scheduling may be during the Christmas Period as specified in 1.5.2 and up to a further 2 periods of flexible scheduling may be nominated as specified in 1.5.3.

1.5.2 Flexible Scheduling During The Christmas Period

1.5.2.1 During the performance period or preview period only, the Manager may reschedule up to 3 weeks' worth of performances across the Christmas Period, provided that not more than 10 performances may be given in any week during this period of flexible scheduling.

- 1.5.2.2 If performances are so re-scheduled then no rehearsals shall take place in a week in which the maximum numbers of performances are given except in an emergency.
- 1.5.3 **Flexible Scheduling Other Than The Christmas Period**
- 1.5.3.1 The Manager may nominate up to 2 periods of flexible scheduling. Within each period of flexible scheduling up to 2 weeks' worth of performances can be rescheduled across 2 consecutive weeks of the performance schedule. For each of these periods of flexible scheduling not more than 9 performances may be given in one of those two weeks.
- 1.5.3.2 If performances are so re-scheduled then no rehearsals shall take place in a week in which the maximum numbers of performances are given except in an emergency.
- 1.5.4 **No Alteration of a Musician's Salary**
The Musician's basic contractual salary shall not be reduced in any way by the virtue of temporary re-scheduling outlined in clauses 1.5.2.1 and 1.5.3 above and any performances in excess of the above quotas shall be payable pro rata.
- 1.5.5 **Flexible Scheduling and Performances on Public Holidays and Sundays**
The provisions for payment for performances on Public Holidays and Sundays and nominations of Public Holidays continue to apply during the Christmas Period and other periods of flexible scheduling. Payments are due if the performance is undertaken. If as a result of flexible scheduling, a Musician is not required to work on a Public Holiday/Sunday, there is no entitlement to a Public Holiday/Sunday performance payment. (Reference Clause 2.1.5 and 2.1.6 Sunday, Clause 3 Overtime and Additional Payments and Clause 5.6 Public Holidays – Nominations by the Union).
- 1.6 **Short Call/Sound Check/Emergency Call**
- 1.6.1 On a move into a new venue, the Manager may call the Musician for a 'short call' for a maximum of 2 hours, commencing no earlier than 6 hours prior to the published curtain up time on the first performance for the purpose of seating, sound-checking or limited rehearsal.
- 1.6.2 Other than as above, the Manager may call a 'short call' of up to 2 hours commencing no earlier than 2½ hours prior to the published curtain-up time or immediately following a performance for emergency purposes eg: a sudden cast change or technical problem.
- 1.6.3 The minimum payment for such call is 1 hour. If the call extends over 2 hours, then a full 3 hour session is payable.
- 1.7 **Rest Days**
A rest day per week must be scheduled, subject to the following:
- 1.7.1 **Alternative day needs to be given if the rest day falls on a public holiday**
An alternative rest day must be given to a Musician if their nominated rest day falls on a day which also happens to be a Public Holiday (see Definitions).

- 1.7.2 **7th day working**
If a Musician works for seven consecutive days, then a day off in lieu must be given within 14 days of the last day worked.
- 1.8 **Performances on a Sunday**
A performance week may be scheduled over any 6 of 7 days but additional payments are due to a musician performing on a Sunday. See clauses 2.1.5 and 2.1.6.
- 1.9 **Intervals**
- 1.9.1 8 performances a week – 15 minutes interval.
- 1.9.2 12 performances a week – 10 minutes interval.
- 1.9.3 Exception of performance lasting up to 2 hours – no interval.
- 1.10 **Breaks**
- 1.10.1 Between two rehearsals / performances – 15 minutes.
- 1.10.2 Performance over 2 hours 20 minutes – 30 minutes.
- 1.10.3 Times stated are minimum break times between the end of one rehearsal/performance and the start of the next rehearsal/performance.
- 2 MINIMUM PAYMENTS APPLICABLE**
- 2.1 **Minimum Weekly Fees**
- 2.1.1 **Calculation of weekly fee**
The calculation of the weekly fee shall include any agreed contractual elements eg: an additional instrument payment for playing a third instrument. It shall not include overtime.
- 2.1.2 **When are weekly fees paid?**
The salary shall be paid by the Friday in the week it relates to and any additional payments shall be paid by the Friday of the following week.
- 2.1.3 **For an 8-performance contract**
A musician shall receive at least the following (where applicable for each year of the Agreement). The minimum payment in the Production Period shall be as for 5 performances pro-rata.

Payments per week	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsidised sector	£545.32	£556.23	£567.35
Commercial sector	£604.60	£616.69	£629.02

2.1.4 For a 12 performance contract

A musician shall receive at least the following (where applicable for each year of the Agreement). The minimum payment in the Production Period shall be as for 8 performances pro-rata.

Payments per week	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsidised sector	£749.81	£764.81	£780.11
Commercial sector	£831.33	£847.96	£864.92

2.1.5 For playing one performance on a Sunday

The Musician will receive an additional payment as follows:

	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsidised and Commercial sector	£56.18	£57.30	£58.45

2.1.6 For playing two performances on a Sunday

One of the following provisions in 2.1.6.1 or 2.1.6.2 shall apply as determined by the Manager:

2.1.6.1 the Musician will receive an additional payment as follows:

	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsidised and Commercial sector	£78.65	£80.23	£81.83

or

2.1.6.2 the Musician will receive an additional payment equal to the payments in clause 2.1.5 and be given an additional rest day in the following week, such additional rest day to be consecutive to the normal Rest Day provision under clause 1.7.

2.1.7 Percussion

2.1.7.1 First Percussion

First percussionist can play snare drums, bass drum, cymbals, temple blocks, castanets, tambourine, triangle, sleigh bells, tomtoms, tubular bells, maracas and any reasonable "effects". The minimum weekly fee therefore shall be as for up to 2 instruments in 2.2.1. For playing timpani and/or glockenspiel in addition, the minimum weekly fee shall be as for up to 3 instruments in 2.2.1.

2.1.7.2 Second Percussion

Second percussionist to play xylophone, vibraphone, marimba, hand cymbals, tubular bells, glockenspiel and any two Latin American instruments (excluding bongos) and any reasonable "effects". The minimum weekly fee therefore shall be as for up to 2 instruments in 2.2.1. For playing timpani or bongos/congas in addition the minimum weekly fee shall be as for up to 3 instruments in 2.2.1.

2.1.8 Weekly Fees for Children's Performances

A Musician engaged to work on Children's Performances (see Definitions) shall be paid at the Subsidised sector rate.

2.2 Additional Instruments

2.2.1 Payment for playing additional instruments¹

Subsidised sector	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Up to 2 instruments	£545.32	£556.23	£567.35
Up to 3 instruments – 10% above rate for 'up to 2 instruments'	£599.86	£611.85	£624.09
Up to 4 instruments (inform Union) – 15% above rates for 'up to 3 instruments'	£689.83	£703.63	£717.70

Commercial sector	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Up to 2 instruments	£604.60	£616.69	£629.02
Up to 3 instruments – 10% above rate for 'up to 2 instruments'	£665.06	£678.36	£691.93
Up to 4 instruments (inform Union) – 15% above rates for 'up to 3 instruments'	£764.82	£780.11	£795.71

¹ The rates in the tables above are applicable to an 8-performance contract – see Appendix 6 for applicable rates for a 12-performance contract.

2.3 Additional Performance(s) in excess of Contracted Number of Performances

For any additional performances over and above the number of performances specified in the contract a Musician shall receive at least:

2.3.1 For an 8-performance contract

8-performance contract	02 April 2018 – 31 March 2019	1 April 2019 – 5 April 2020	6 April 2020 – 4 April 2021
Commercial sector – 1/8th of the 8-performance contract weekly fee for the Commercial sector	£75.57	£77.09	£78.63
Subsidised sector – 1/8th of the 8-performance contract weekly fee for the Subsidised sector	£68.17	£69.53	£70.92
Christmas Performances			
Christmas show – Commercial sector – 1/8th of the 8-performance contract weekly fee for the Commercial sector.	£75.57	£77.09	£78.63
Christmas show – Subsidised sector – 1/10th of the 8-performance contract weekly fee for the Subsidised sector	£54.53	£55.62	£56.74
Children's Performances			
Children's Performances – Commercial sector & Subsidised sector 1/10th of the 8-performance contract weekly fee for the Subsidised sector	£54.53	£55.62	£56.74

2.3.2 For a 12-performance contract

12-performance contract	02 April 2018 – 31 March 2019	1 April 2019 – 5 April 2020	6 April 2020 – 4 April 2021
Commercial sector – 1/8th of the 8-performance contract weekly fee for the Commercial sector	£75.57	£77.09	£78.63
Subsidised sector – 1/10th of the 12-performance contract weekly fee for the Subsidised sector	£74.98	£76.48	£78.01
Christmas Performances			
Christmas show – Commercial sector – 1/8th of the 8-performance contract weekly fee for the Commercial sector.	£75.57	£77.09	£78.63
Christmas show – Subsidised sector – 1/10th of the 12-performance contract weekly fee for the Subsidised sector	£74.98	£76.48	£78.01
Children's Performances			
Children's Performances – Commercial sector & Subsidised sector 1/10th of the 12-performance contract weekly fee for the Subsidised sector	£74.98	£76.48	£78.01

2.4 Additional Rehearsals (cross refer to clauses 1.1.1 and 1.1.2)

2.4.1 On an 8 performance contract

- 1/8th of the minimum weekly fee to last up to a maximum of 3 hours.

2.4.2 On a 12 performance contract

- 1/12th of the minimum weekly fee to last up to a maximum of 2 hours 20 minutes.

2.4.3 In a production period (cross refer to clause 2.5)

Single time for up to 40 hours of work per week.

2.5 Additional Time In The Production Period

Any time over and above 24 hours (for an 8 performance contract) or 28 hours (for a 12 performance contract) until a maximum of 40 hours in a Production Period shall be paid at single time pro-rata in 15 minute blocks.

2.6 **Other**

Where a Musician is requested to be present at the 'half' for one or more of the following reasons:

- complicated make-up
- complicated costume
- the fitting of radio microphones

the Musician shall receive a payment of one-sixth of their basic performance session rate (calculated as one-eighth or one-twelfth of the weekly fee) in addition to the weekly fee.

3 OVERTIME AND ADDITIONAL PAYMENTS

3.1 **When Is Overtime Payable?**

- 3.1.1 Any hours worked in excess of 40 in a Production Period
- 3.1.2 Any hours worked in excess of the maximum rehearsal time outside of a Production Period
- 3.1.3 Any hours worked in excess of the Performance time ie: over 3 hours or over 2 hours 20 minutes, depending on the contract
- 3.1.4 For any hours worked before 8.30am and after 12 midnight
- 3.1.5 For any hours worked on a Public Holiday
- 3.1.6 For setting-up or striking a Musician's equipment where a Musician has to spend more than 15 minutes doing so and the call (including time over 15 minutes spent in the setting-up / striking) exceeds 3 hours. The Musician must notify the Manager in advance to qualify for an overtime payment in accordance with this provision.

3.2 **At What Rate Is Overtime Payable?**

3.2.1 **Time and a half**

A Musician shall be paid at one and a half times for:

- 3.2.1.1 any hours worked over 40 in a Production Period or
- 3.2.1.2 any hours worked in excess of the maximum rehearsal time outside of a Production Period
- 3.2.1.3 any hours in excess of the Performance Time specified in clause 1.4.

3.2.2 **Double Time**

A Musician shall be paid at double time for:

- 3.2.2.1 any hours worked after 12 midnight and before 8.30am, payable per 15 minutes or part thereof
- 3.2.2.2 any hours worked on a Public Holiday or its substitute when nominated in line with Clause 5.6. Payments on a Public Holiday may also be subject to clause 3.2.3 for hours worked in excess of maximum rehearsal or performance time.

3.2.3 **Triple Time**

On Public Holidays, the Musician shall be paid at the rate of triple time per 15 minutes for any time worked over and above the maximum rehearsal or performance time specified in clauses 1.1 or 1.4.

3.3 **How Is Overtime Calculated?**

- 3.3.1 Overtime is calculated in 15 minute units.
- 3.3.2 The overtime calculation includes any additional instrument payments.
- 3.3.3 Overtime is calculated on the following basis:
 - on the basis of the Musicians' contracted fee
 - divide by 96 for 8 performance contract
 - divide by 112 for 12 performance contract
 - multiply calculation by 1.5 or 2 or 3 to get overtime rate
 - The rates in the tables below (3.3.4, 3.3.5 and 3.3.6) are applicable to an 8-performance contract – see Appendix 6 for applicable rates for a 12-performance contract.

3.3.4	Overtime at x1.5	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
	Subsidised sector	£8.52	£8.69	£8.86
	Commercial sector	£9.45	£9.64	£9.83

3.3.5	Overtime at x2	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
	Subsidised sector	£11.36	£11.59	£11.82
	Commercial sector	£12.60	£12.85	£13.10

3.3.6	Overtime at x3	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
	Subsidised sector	£17.04	£17.38	£17.73
	Commercial sector	£18.89	£19.27	£19.66

4 ABSENCE/INCAPACITY/INCAPACITY PAYMENT

4.1 **Prior Consent Needed/Self-Certificate**

- 4.1.1 No Musician shall (except in the case of illness see 4.1.2 below) absent themselves from any rehearsal or performance for which they shall have been engaged without the prior consent of the Manager.
- 4.1.2 Where a Musician is absent from any rehearsal or performance due to illness, they shall inform the Manager of such incapacity as soon as it is practicable. For each day of absence due to illness the Musician shall supply the Manager with a self-certificate for illnesses of up to 7 days and with a certificate signed by a qualified Medical Practitioner for illnesses of over 7 days delivered to the Manager within 48 hours. The Musician shall be prepared, if required by the Manager, to submit to examination by a registered Medical Practitioner (nominated and paid for by the Manager) for any period of illness.

4.2 Qualification For Incapacity Payment

- 4.2.1 To qualify for payment, a Musician shall have at least two consecutive weeks of engagement by the same Manager.
- 4.2.2 Statutory Sick Pay is included in the Musician's entitlement for the first 30 days of illness and thereafter replaces such entitlement.
- 4.2.3 The Musician shall be entitled to receive an incapacity payment for 1 day per week of the engagement (including the first two consecutive qualifying weeks of engagement) with a maximum of 30 days per year, eg a 5 week engagement entitles a Musician to payment for the first 5 days of illness.
- 4.2.4 Incapacity payment entitlement is payable for the first three days of illness (subject to the above maximum) notwithstanding the provisions of relevant legislation.

4.3 Incapacity Payment

- 4.3.1 **Short-term absence of 1 to 3 days' duration**
 - 4.3.1.1 For an 8-show contract: a pro-rata payment of 1/8th of the Musician's weekly fee per performance missed, plus a pro-rata payment of 1/6th of the weekly Subsistence or Touring Allowance as applicable, for each day of absence.
 - 4.3.1.2 For a 12-show contract: a pro-rata payment of 1/12th of the Musician's weekly fee per performance missed, plus a pro-rata payment of 1/6th of the weekly Subsistence or Touring Allowance as applicable, for each day of absence.
- 4.3.2 **Absence of more than 3 days' consecutive duration**
When the Musician is absent due to illness for 4 or more days' consecutive duration, incapacity payments from the 4th day onwards will be made as follows as applicable for both 8 and 12 show contracts: a payment of 1/6th of the Musician's weekly fee only shall be paid per day of absence.

5 HOLIDAY

5.1 Entitlement

- 5.1.1 The Musician is entitled to 5.6 weeks' paid annual holiday, subject to a maximum of 28 days. Entitlement for part-years and part-weeks will be calculated pro rata. A "week" of holiday shall be equivalent to the Musician's normal working week. Where a calculation of holiday entitlement results in a fraction of a day, it shall be rounded up to the nearest half-day, except where a payment in lieu under clause 5.3.2 is being made.
- 5.1.2 The Manager may choose to count any Public Holiday on which the Musician is not called for work as a day of the Musician's holiday entitlement, provided the Musician is paid for any such day.

5.2 Timing

- 5.2.1 The Manager may designate when the Musician must take their holiday entitlement (whether all or part) by giving prior notice of at least 4 weeks and not less than twice as long as the period of holiday being designated. Otherwise, holiday must be arranged mutually between the Manager and the Musician. When requesting to take holiday, the Musician must give the Manager at least 4 weeks' notice and not less than twice as long as the period of holiday being requested.
- 5.2.2 In the event that the Musician takes holiday before it has accrued and the Musician's contract does not subsist long enough for it to accrue, the Manager shall be entitled to deduct the overpayment of holiday pay from any payments due to the Musician under this Agreement.

5.3 Unused Holiday

- 5.3.1 A maximum of 4 days may, at the Manager's discretion, be carried over from one year to the next and must be used within that second year.
- 5.3.2 The Manager shall pay the Musician in lieu of any accrued but untaken holiday entitlement at the end of the engagement. Holiday entitlement may not otherwise be replaced by payment in lieu.
- 5.3.3 Any payment in lieu of holiday shall be calculated by multiplying the fraction of the year worked by the Musician's annual entitlement and subtracting any holiday already taken.

5.4 Holiday Pay

- 5.4.1 Each week of holiday shall be paid at the rate of Average Weekly Fees (see Appendix 7 for sample calculation.)

5.5 Christmas Day / Good Friday

Only when the Musician is in receipt of Touring Allowance or Subsistence when such day(s) occur, where a theatre is closed as provided for in 5.5.1 or 5.5.2 the Musician shall receive a further payment of 1/8th or 1/12th (as applicable depending on whether engaged on an 8 or 12 performance contract):

- 5.5.1 In England, Wales or Northern Ireland: 25 December (where such day falls on a day from Monday to Saturday) or Good Friday
- 5.5.2 in Scotland: 25 December (where such day falls on a day from Monday to Saturday)

5.6 Public Holidays – Nominations by the Union

Where 1 January or 26 December falls on a Saturday and the relevant government declares a substitute day, the Union may, by giving UK Theatre not less than 26 weeks' prior written notice, nominate 1 January or 26 December (as the case may be) or the substitute day as the Public Holiday for the purposes of this Agreement.

6 PORTERAGE

6.1 Payment

For the transporting of the undermentioned instruments the Musician shall receive a Porterage payment for each occasion in which the Musician is required to move their instrument, eg: from home address to first venue, from venue to venue on tour, from last venue to home address (the rates listed below shall apply for the duration of this Agreement):

	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Group A Vibraphone Xylophone Chimes Drums Marimba Double Bass	£11.78 per instrument	£12.02 per instrument	£12.26 per instrument
Group B Electric Accordion Electric Guitar Bass Guitar Bass Saxophone Tuba	£11.78 per instrument up to a maximum of £23.56 for 2 or more instruments	£12.02 per instrument up to a maximum of £24.04 for 2 or more instruments	£12.26 per instrument up to a maximum of £24.52 for 2 or more instruments
Group C Contra Bassoon Glockenspiel Baritone Saxophone Trombone + 1 other brass instrument French Horn + 1 other brass instrument Cello 2 Saxophones (alto & tenor) 1 Saxophone (alto or tenor) and Bass Clarinet	£11.78 per instrument or pair of instruments listed	£12.02 per instrument or pair of instruments listed	£12.26 per instrument or pair of instruments listed
Group D Harp Timpani Organ Electric Piano Other electronic keyboard instruments (excluding Electric Accordion)	Rates to be negotiated between the Manager and the Musician		

6.2 Reimbursement For Rail Carriage Of Instruments

Where a Musician is charged by a railway service provider for carriage of an instrument(s), they shall be reimbursed by the Manager on production of a satisfactory receipt.

6.3 Programming Of Electronic Instruments

Where a Musician is required to programme electronic instruments, an additional fee may be payable which is subject to individual negotiation.

7 TRAVEL – FARES, SUBSISTENCE AND TOURING

7.1 General/Election of Mode of Travel

The election of the Musician must be made at the start of the engagement in respect of all travel during the engagement, except where venues have yet to be confirmed by the Manager. The Musician will need to elect their choice of travel payment by ticking the relevant box on their Contract.

7.2 Calculation Of Travelling Distance

All distances are based on the most practical normal travelling distance. In the event of any dispute over distances the AA's website route planner with no type of road specifications stipulated shall be used to reach a decision.

7.3 Travel And Subsistence Payments, Touring Allowance And Conditions

7.3.1 Subsistence, Touring Allowance and Rail Fares/Mileage shall apply if:

- 7.3.1.1 The Musician's home address is outside a 25 mile radius of the engaging theatre
or
- 7.3.1.2 In the case of a touring production the Musician's home address is more than 25 miles from any venue of the tour

7.3.2 The Musician must elect at the start of their contract their choice of Travel Payments – either Standard Class rail fare (this includes publicly available reduced price tickets available up to 14 days before the day of travel) or mileage at the rates below:

	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Mileage rate	26p per mile		

7.3.3 During rehearsal periods, where rehearsals are not on consecutive days a Musician who is eligible for Subsistence / Touring Allowance (as set out in 7.3.1.1 and 7.3.1.2 above), shall continue to be paid the allowance in the period between rehearsal calls or be reimbursed travel costs.

7.3.4 Travel Payments

	Static Productions	Touring Productions
Travel Payments as in 7.3.2	To and from the Musician's home address if that address is more than 25 miles from the engaging theatre, at the start and end of the contract The Manager will reimburse reasonable taxi expenses if the Musician is not entitled to portorage paments	From the Musician's home address to the first venue of the tour (provided this distance is greater than 25 miles); from the final venue of the tour to the Musician's home address (provided this distance is greater than 25 miles); and from venue to venue during the tour
Rest Day Travel	The requirement for rest day travel will only be triggered in the event that it is not possible to travel by train (main line station to main line station) or other reasonable public service departing after 8.30am and arriving in time for the first call. It is anticipated that Managers will use reasonable endeavours to avoid the need for rest day travel. Where Rest Day Travel is necessary the Musician will be paid in 15 minute blocks at single time pro-rata for the actual duration (or part thereof) of travel, calculated by reference to the national rail timetables (main line station to main line station) or other reasonable public service. This payment will be made irrespective of which form of travel the individual Musician has elected. The hours worked do not count towards a weekly total.	

7.3.5 Subsistence and Touring Allowance

Payable as follows subject to a Musician being eligible under 7.3.1.

FOR STATIC PRODUCTIONS	2 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsistence² – applies for each Performance week for engagements up to 52 weeks	£167	£173.95	£181.05

FOR TOURING PRODUCTIONS	3 April 18 – 31 March 19	1 April 19 – 5 April 20	6 April 20 – 4 April 21
Subsistence² Only applicable if the Musician is engaged for 2 weeks or more at the 1st venue of a tour where that venue is the Manager's base theatre and the audience capacity is not in excess of 2,000 per performance	£167	£173.95	£181.05
Touring Allowance³ • Payable for each week of the tour (with the exception of the 1st venue of a tour as set out above) • Touring allowance is not payable when holiday has been designated by the Manager in accordance with clause 5.2.1	£250	£260	£285

8 BROADCASTING RELAYS

The Musician shall not be under any obligation to permit his/her performance to be broadcast or recorded and the Manager shall not be entitled to arrange any such broadcast or recording of the Musician's performance without prior agreement between the Manager and the MU.

² Subsistence increases each April in line with UK Theatre/Equity Subsidised Agreement.

³ Touring Allowance increases each April in line with UK Theatre/Equity Commercial Theatre Agreement.

9 ELECTRONIC PRESS KITS**9.1 Recording Of EPKs**

The Manager may make a recording of up to 10 minutes completed edited footage, at the Musician's normal place of work, for the express purpose of promoting, publicising and advertising the production. The Manager shall notify the Musicians' Union not less than 2 Weeks before any recording takes place. Hours worked by the Musician in connection with such recording form a normal part of working hours.

9.2 Consent

The Musician by signing their contract consents to the recording and use of the EPK providing that any sums due under clause 9.3 are paid.

9.3 Uses And Payments

9.3.1 The Manager may without payment use the product of the recording for any:

- 9.3.1.1 Narrowcast
- 9.3.1.2 worldwide TV/radio/cinema/internet commercial campaign for engaged production only
- 9.3.1.3 incorporation within a Making Of Documentary for 2 UK network transmissions or 1 UK network transmission and 1 UK secondary channel
- 9.3.1.4 broadcast use on television or related media in news, topical magazine, light entertainment performances (including but not limited to chat shows, game shows)
- 9.3.1.5 documentaries and awards programmes
- 9.3.1.6 broadcast use as above and non commercial use as above to promote subsequent productions worldwide until 4 Weeks after the Press Night of the subsequent production.

9.3.2 Use under the heading of worldwide TV/radio/cinema/internet commercial campaign for engaged production and promotion of subsequent productions worldwide is limited to 5 years from the original National Press Night.

9.3.3 In the event that the EPK is used in any of the ways set out below then the Musician shall be entitled to receive the payments stated from the broadcasting company concerned:

- 9.3.3.1 for the further use of a Making Of Documentary, a payment of £250.00 to the Musicians will cover a 3rd and any subsequent UK terrestrial transmission;
- 9.3.3.2 for the further use of a Making Of Documentary, a payment of £125.00 to the Musicians will cover a further 3 transmissions of the making of documentary, on any UK secondary channel (excluding BBC1, ITV1, C4, 5 and S4C);
- 9.3.3.3 for the further use of a Making of Documentary, a payment of £250.00 to the Musicians will cover a 3 year licence period in rest of world territories (excluding UK);

9.3.3.4 for the use of EPK footage for further productions of the engaged production or overseas production over and beyond the 4 Weeks allowed in clause 9.3.1.6 above, the Manager shall pay the Musician £13.80 for each calendar month that the EPK is used for worldwide use. This payment will secure all uses listed in 9.3.1 above.

9.3.4 Any use of material from the EPK not covered in either clause 9.3.1 or 9.3.2 above shall be subject to prior agreement between the Manager and the MU.

9.3.5 If the Manager receives income over and above costs for a Making Of Documentary then the Musician will receive payment for this as laid out in 9.3.3 above.

9.3.6 For the avoidance of doubt the above terms cover only the recording of EPK subject to the recording limits set out in 9.1 above. This clause does not cover any more extensive or complete recording of the production. Any other intended recording of excerpts of live and rehearsed parts of a production are subject to the terms and conditions of the appropriate recording agreement and the Musician agrees to enter into good faith negotiations to enable any such recording to be made.

9.3.7 Any hours worked under such other agreement shall not accrue to the hours worked under this agreement and the Musician hereby agrees that he/she shall not look to the Manager for any further compensation for such other recording.

10 FORCE MAJEURE

10.1 Subject to clause 5.5, no payment shall be made in respect of any day on which the theatre is closed by reason outside the control of the Manager concerned by reason of Act of God, Public Calamity, National Mourning, Fire, Strikes, Lockouts, Disputes with Individuals or by order of any Public Authority. The weekly fee shall be paid pro-rata accordingly.

11 DURATION OF THE MUSICIAN'S ENGAGEMENT

11.1 In the case of a fixed term contract expiring on a specific date, the duration shall be as stated in the contract.

11.2 In the case of a contract expiring at the end of the run of the show or an open-ended contract, the contract may be terminated by:

- 11.2.1 the Musician giving the Manager at least two weeks' notice; or
- 11.2.2 the Manager giving the Musician at least two weeks' and not less than the statutory minimum period of notice of the closure of the production, such notice to be given on a Saturday.

12 MANAGERS' DUTIES**12.1 Stunts In Orchestras**

No Musician performing in the orchestra shall be required to act as a 'Stooge' or to work 'patter' or other 'gags' but this shall not be deemed to restrict any comedy instrumental effect.

12.2 Health And Safety

The area in which the Musician is requested to play (including the Musician's rest area/dressing room/band room) must comply with minimum health and safety requirements under legislation from time to time in force.

13 MUSICIAN'S DUTIES**13.1 In Attendance**

A Musician shall be required to be in attendance in the place of performance 10 minutes prior to curtain-up and shall be ready, willing and able to perform his/her services in accordance with the engagement.

13.2 Set Up/Striking Requirements

A musician agrees to notify the Manager of any requirements for setting up / striking their instrument(s) / equipment. For payments please refer to 3.1.6.

13.3 Musicians' Dress

Musicians shall wear evening dress or other similar attire acceptable to the Manager. The Manager shall not unreasonably refuse a request to remove jackets in warm weather.

14 USE OF RECORDED MUSIC⁵**14.1 Live Music Only**

The Manager will ensure that recorded music is not used in any production except by agreement with the National Office of the MU.

14.2 Recorded Music Exemptions

Provided that – without prejudice to a Musician's rights under the Performers Protection Acts – and having regard to Section 14.4, the MU's prior approval shall not be required in respect of the following uses of recorded music:

- 14.2.1 Where the recorded music is genuinely in the action of the play e.g. switching on a radio or TV or putting a record on a record player provided that this is an incident in which the duration of the music does not exceed 2 minutes.
- 14.2.2 Curtain up and scene change music for non-musical plays provided that the use of recorded music does not displace any existing engagement.
- 14.2.3 Music contained in an effects film as part of a theatrical performance provided that the film maker had obtained the necessary authorisations for the incorporation of the music in the film.
- 14.2.4 The use of recorded music for puppet or mime performances, ice shows and foreign dance companies (whose normal practice is not to engage an orchestra) provided that there is compliance with the Performers Protection Acts.
- 14.2.5 The use of recorded music does not exceed 20 minutes per Performance.

14.3 How To Inform The Union Of Recorded Music Use⁶

- 14.3.1 In the five exceptional cases above, the Manager shall report the use of recorded music to the National Office of the MU on a form agreed between UK Theatre and the MU within one month of the intention to use recorded music.
- 14.3.2 In all other cases the Manager shall report the intended use of recorded music to the National Office of the MU on a form agreed between UK Theatre and the MU not less than 14 days before the first paid performance and the recorded music shall not be used without the MU's agreement which shall not be unreasonably withheld.

⁵ In the context of clauses 14.1 – 14.4 of this clause, the expression "the Manager" refers to the Producing Manager only.
14.5 refers to a Theatre Owner / Manager

⁶ Recorded music forms can be found in Appendix 2.

- 14.3.3 For the avoidance of doubt, consent from the MU is required on a case-by-case basis for interpolated usage / interaction between the music and the performers.

14.4 Payment for Use of Recorded Music in Non-Musical Plays

- 14.4.1 The following relates to recorded music in non-musical plays for curtain-up, scene changes, and other incidental background music and interpolated usage /interaction between the music and the performers:
- 14.4.2 Up to 4 minutes in total of recorded music may be used in the Production without any usage fee being due to the Musician(s) who perform on the recorded music used.
- 14.4.3 For any usage over and above 4 minutes the Manager will make the applicable usage fee payment to each Musician who performs on the recorded music used:
 - 4 to 10 minutes of recorded music used: £6.20 per Musician per Performance.
 - Over 10 minutes of recorded music used: £1.00 per Musician per minute up to a maximum of 20 minutes' recorded music.
- 14.4.4 The recording session terms of the prevailing BPI/MU agreement will apply to any Musician engaged to record music for use in the Production.
- 14.4.5 Use of any recorded music shall be limited to the production for which the recording is made.
- 14.4.6 Nothing herein contained shall preclude the use in the production of any recorded music for the National Anthem of any country.

14.5 Non-UK Theatre Producing Member

In the event that a Manager agrees to host a performance of a non-UK Theatre managed production which uses recorded music other than in the five exceptional cases listed above, the Manager agrees to notify the national office of the MU not less than 28 days prior to the first paid performance on a form agreed between UK Theatre and the MU.

15 ELECTRONIC INSTRUMENTS

- 15.1 Instruments and devices incorporating pre-recorded sounds or providing sounds by electronic means can be used provided that they do not replace or reduce the engagement of conventional instrumentalists on engagements carried out under this Agreement where conventional instrumentalists may reasonably be expected to be used.
- 15.2 The Manager undertakes to consult with the MU in advance of using any 'virtual orchestra' device.

16 PENSION⁷

The Manager and the Musician shall each make contributions to a Musicians' nominated pension scheme at the rates set out in the tables below:

	2 April 2018 – 31 March 2019	1 April 2019 – 5 April 2020	6 April 2020 – 4 April 2021
Manager contribution	2.5%	3%	3%
Musician contribution	2.5%	3%	3%

Commercial Theatre Contributions	2 April 2018 – 31 March 2019	1 April 2019 – 5 April 2020	6 April 2020 – 4 April 2021
Up to 2 Instruments	£15.11	£18.50	£18.87
Trebling	£16.63	£20.35	£20.76
Quadrupling	£19.12	£23.40	£23.87

Subsidised Contributions	2 April 2018 – 31 March 2019	1 April 2019 – 5 April 2020	6 April 2020 – 4 April 2021
Up to 2 Instruments	£13.63	£16.69	£17.02
Trebling	£15.00	£18.36	£18.72
Quadrupling	£17.25	£21.11	£21.53

Contributions are made on contractual base pay, subject to a ceiling of 1.5 x the relevant minimum for the sector in which the Musician has been contracted. Contributions will not be made in respect of overtime or the following additional payments: portage, travel payments, costume payments and additional calls which may or may not be bought out.

Contributions are due from the commencement of the engagement but the Manager may adopt a postponement period of up to 13 weeks and give notice as required by statute to the Musician. However, should the musician give notice in response of his/her intention to opt in within the postponement period, the Manager is obliged to enrol them into the pension scheme at that time.

17 OVERSEAS TOURING

17.1 Applicable provisions

Where the Musician is engaged to tour overseas (excluding the Republic of Ireland) by a UK Theatre member, the provisions of this clause 17 and the UK Theatre/Equity Agreement Addendum for Overseas Touring (excluding the Republic of Ireland) shall apply. Refer also to Appendix 9 which shall prevail where there is any conflict between it and the UK Theatre/Equity Agreement Addendum for Overseas Touring (excluding the Republic of Ireland).

17.2 What Does A Manager Have To Provide?

Where a tour is scheduled to go outside of the UK the Manager shall:

- 17.2.1 pay for accommodation for the Musician
or
- 17.2.2 reimburse the Musician the full amount for any accommodation sought by the Musician upon production of a receipt by the Musician.

17.2.3 In both cases above the Manager shall pay the Musician a per diem rate as agreed between the MU and UK Theatre in the appropriate proportions as set out in 17.3.

⁷ Please note these rates are for 8-show week contracts. Please see Appendix 6 Rates of Pay for 12-show week contracts.

17.3 Per diems

17.3.1 Europe, Russia, Japan, Singapore, South Korea, Australasia, India

	Per Diem	Accommodation only provided – 90% per diem due	Accommodation & breakfast provided – 75% per diem due
Europe (€)	60	54	45
Russia (€)	72	65	55
Tokyo (yen)	10,666.50	9,600	8,000
Rest of Japan (yen)	9,333	8,400	7,000
China (yuan)	426.67	384	320
Singapore (Singapore\$)	97.33	87.6	73
South Korea (WON)	Please contact the UK Theatre Employment Relations Team for further information.		
Hong Kong (HK\$)	520	468	390
Perth & Sydney (AUS\$)	80	72	81
Rest of Australia (AUS\$)	80	72	81
New Zealand (NZ\$)	73.33	66	55
India – New Delhi, Mumbai, Chennai, Kolkatta, Bangalore (INR)	2,666	2,400	2,000
India – Ahmedabad, Baroda, Bhopal, Bhuvaneshwar, Chandigarh, Cochin, Gauhati, Goa, Hyderabad, Jaipur, Jamshedpur, Lucknow, Nagpur, Patna, Pune, Surat, Trivandrum (INR)	1,774	1,597	1,330
Rest of India (INR)	1,307	1,176	980
Dubai	60	54	45

17.3.2 Where accommodation and breakfast plus one meal is provided, 42.5% of the per diem is due. Where accommodation and breakfast plus two meals is provided 10% of the per diem is due.

17.4 Air Travel

17.4.1 Election of travel as per contract does not apply

Whenever the Manager wishes to arrange air travel the Musician's election of mode of travel as identified in the Contract will not apply.

17.4.2 4 weeks' notice of intention to fly must be given

The Manager shall give the Musician at least 4 weeks' notice of the intention to arrange air travel and to provide details of airports and flight times as soon as practicable.

17.4.2.1 If the Musician is required to take a return flight to an airport other than the airport of origin, and the Musician has elected mileage as the preferred form of transport, the Musician may request that the Manager arranges for the return flight to be to the original airport of origin and pays for mileage costs to the next destination or home as appropriate. Subject always to the provisions of 17.4.2.1.2 to 17.4.2.1.6 inclusive below;

- 17.4.2.1.2 Such request must be made by the Musician within 24 hours of the Manager's notice of intention to arrange air travel;
- 17.4.2.1.3 In making a request the Musician accepts full responsibility for arriving at the next venue in good time;
- 17.4.2.1.4 Mileage costs will only be paid per vehicle;
- 17.4.2.1.5 Parking costs will not be paid;
- 17.4.2.1.6 Any travelling time additional to that of the rest of the company that arises as a result of the Musician's request to use such a route, shall not, under any circumstances, attract any payments under any provision of the Agreement.

17.4.3 Reimbursement of rail travel to / from the airport

The Manager shall pay the Musician a standard class rail fare (including publicly available reduced price tickets available up to 14 days before the day of travel) to and from the airport and reimburse reasonable taxi expenses.

18 FAMILY FRIENDLY PROVISIONS

18.1 Maternity

- 18.1.1 The Musician shall be entitled to statutory maternity leave in accordance with the relevant legislation from time to time in force, excluding for Entertainers⁸ any eligibility requirement relating to employment status or tax status.
- 18.1.2 Subject to satisfying the requirements for entitlement to statutory maternity pay (excluding for Entertainers any such requirement relating to employment or tax status or to pay Class 1 NICs) during statutory maternity leave, the Musician shall be entitled to contractual maternity pay.
- 18.1.3 Contractual maternity pay shall be paid at the same rate as the rate of statutory maternity pay in force at the time the contractual maternity payment is made. Contractual maternity pay is currently:
 - 18.1.3.1 90% of the Musician's average weekly earnings⁹ for the first 6 weeks of maternity leave; and
 - 18.1.3.2 paid at the same rate as the current flat rate of statutory maternity pay for up to 33 weeks of the remaining maternity leave¹⁰.
- 18.1.4 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Musician is an Entertainer.
- 18.1.5 Contractual maternity pay is deemed to be inclusive of any statutory maternity pay the Musician may be entitled to receive.
- 18.1.6 If the Musician does not qualify for contractual maternity pay, they may be eligible to claim maternity allowance. If claiming maternity allowance, Musicians should provide the information relevant to self-employed people if they are Entertainers, and the information relevant to employees if they are not Entertainers. The Manager is only required to provide a completed SMP1 form to the Musician, in order to allow the Musician to claim maternity allowance, if the Musician is not an Entertainer. Musicians must not claim maternity allowance if they qualify for contractual maternity pay.

⁸ Entertainer for the purposes of this Agreement means a Musician who is treated as being self-employed for tax and National Insurance Contributions purposes. The Manager is entitled to make any required deductions for tax and NICs from payments made to the Musician. Musicians who are Entertainers are responsible for making any payments of tax and NICs required to be made to HMRC in respect of payments made to them by the Manager.
⁹ "Average weekly earnings" has a specific statutory definition.
¹⁰ If 90% of average weekly earnings is less than the current flat rate of statutory maternity pay please seek legal advice

18.2 Paternity

- 18.2.1 A Musician shall be entitled to statutory paternity leave of two weeks, in accordance with the relevant legislation from time to time in force, excluding for Entertainers any eligibility requirement relating to employment status or tax status.
- 18.2.2 The Musician will give the Manager notice, specifying the date on which the period of leave is to begin and end, at least 21 days before the date on which the period is to begin, and will accede to a request made by the Manager to produce evidence of the child's date of birth.
- 18.2.3 Subject to satisfying the requirements for entitlement to statutory paternity pay (excluding for Entertainers any such requirement relating to employment status or tax status or to pay Class 1 NICs) during statutory paternity leave, the Musician shall be entitled to contractual paternity pay.
- 18.2.4 Contractual paternity pay shall be paid at:
 - 18.2.4.1 the rate of the Musician's rehearsal or performance salary (whichever is applicable at the time of payment) for the first week of paternity leave¹¹; and
 - 18.2.4.2 at the same rate as the rate of statutory paternity pay in force at the time the contractual paternity pay is made for the second week of paternity leave. Contractual paternity pay is currently paid at the same rate as the current flat rate of statutory paternity pay or at 90% of the Musician's average weekly earnings (whichever amount is lower).
- 18.2.5 The requirement for average weekly earnings to be earnings which are subject to Class 1 NICs shall not apply where the Musician is an Entertainer.
- 18.2.6 Contractual paternity pay is deemed to be inclusive of any statutory paternity pay the Musician may be entitled to receive.
- 18.2.7 The Manager is only required to provide a completed SPP1 form to the Musician if the Musician is not an Entertainer.

18.3 Parental Leave

The Musician shall be entitled to parental leave in accordance with the relevant legislation as may from time to time be in force. The statutory default provisions (the "fallback scheme") will apply.

18.4 Shared Parental Leave

The Musician shall be entitled to shared parental leave in accordance with the relevant legislation as may from time to time be in force.

18.5 Time off for Dependants

The Musician shall be entitled to time off for dependants in accordance with the relevant legislation as may from time to time be in force

18.6 Compassionate Leave

Musicians can, for reasons of a compassionate nature, apply for time off to attend family matters. Such time off shall not be unreasonably refused.

¹¹ If the rehearsal or performance salary is lower than the statutory rate of paternity pay in force at the time the payment is made please seek advice.

APPENDIX 1 – DISCIPLINARY AND GRIEVANCE PROCEDURE

A1.1.1 Purpose and Scope

A1.1.1.1 The Disciplinary Procedure is designed to help and encourage all Musicians to achieve and maintain standards of conduct, attendance and job performance and set out the Manager's framework for dealing with disciplinary matters. The same procedure applies to all Musicians and the aim is to ensure consistent and fair treatment for all.

A1.1.1.2 The Grievance Procedure enables all Musicians to bring to the Manager's attention any grievance relating to their engagement and to try to resolve such matters satisfactorily. Grievance proceedings will, so far as is reasonably practicable, be kept confidential.

A1.1.2 Principles

A1.1.2.1 No disciplinary action will be taken until the matter at issue has been fully investigated.

A1.1.2.2 The Musician will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the sanction will be dismissal without notice or payment in lieu of notice.

A1.1.2.3 The Musician will have the right to appeal against any disciplinary sanction imposed or the decision of any grievance meeting.

A1.1.3 General Provisions

So far as applicable to a particular circumstance, the following requirements apply to the Disciplinary and Grievance Procedures.

A1.1.3.1 Timetable
Each step and action under the Disciplinary and Grievance Procedures must be taken without unreasonable delay.

A1.1.3.2 Right To Be Accompanied
The Musician has the right to be accompanied at any disciplinary or grievance meeting by a fellow Musician or trade union representative who may make representations on his/her behalf provided the Musician expressly authorises this at the beginning of the relevant meeting. However the Musician's companion will not be able to answer questions put to the Musician during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals.

A1.1.3.3 Meetings
A1.1.3.3.1 The timing and location of meetings must be reasonable.
A1.1.3.3.2 Meetings must be conducted in a manner that enables both the Manager and the Musician to explain their case.
A1.1.3.3.3 The Manager will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

A1.1.3.3.4 The Manager should advise the Musician of the right to be accompanied in the written notification of the meeting.

A1.1.3.3.5 The length of time between the written notification and the meeting should be long enough to allow the Musician to prepare for the meeting. The Musician must take all reasonable steps to attend the meeting and if he/she or his/her companion cannot attend on the date suggested he/she must notify his/her Manager and propose an alternative date for the meeting to be held within 5 working days of the original proposed date.

A1.1.3.3.6 No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

A1.1.3.4 Records

A1.1.3.4.1 During the disciplinary or grievance process the Manager will keep written records which may include: the nature of the complaint or the grievance raised; a copy of the written complaint or grievance; the Musician's defence; the Manager's response; findings made; any action taken or sanction imposed and the reasons for it; any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.

A1.1.3.4.2 Such records will be kept on a confidential basis so far as is reasonably practicable and in accordance with the Data Protection Act 1998.

A1.1.4 Potential Disciplinary Sanctions

Formal disciplinary action may result in the following disciplinary sanctions being imposed:

A1.1.4.1 Verbal Warning
If conduct or performance does not meet acceptable standards the Musician may be given a formal verbal warning. A note of the verbal warning will be kept on the Musician's personnel file but will usually be disregarded for disciplinary purposes after three months subject to satisfactory conduct and performance.

A1.1.4.2 Written Warning
If the misconduct or poor performance is more serious, a formal written warning may be given to the Musician. This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this, and state that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on the Musician's personnel file but will usually be disregarded for disciplinary purposes after six months subject to satisfactory conduct and performance.

A1.1.4.3 Final Written Warning
 If the offence is serious or there is a failure to improve performance or conduct during the currency of a prior warning, a final written warning may be given to the Musician. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal. A copy of this written warning will be kept on the Musician's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

A1.1.4.4 Dismissal Or Other Sanction
 A1.1.4.4.1 In certain circumstances, for example a failure to improve conduct or performance where a previous warning has been given or where there is an act of gross misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Manager may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

A1.1.4.4.2 If some sanction short of dismissal is imposed, the Musician will receive details of the complaint, and will be warned that dismissal could result if there is no satisfactory improvement. A copy of this written warning will be kept on the Musician's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

A1.1.5 Gross Misconduct

A1.1.5.1 The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal:

theft, fraud, deliberate falsification of records, dishonesty, fighting, assault, violence, unauthorised possession of property belonging to the Manager, damage to the Manager's property, incapacity for work due to being under the influence of alcohol or illegal drugs, serious negligence which causes unacceptable loss, damage or injury, serious act of insubordination, misuse of confidential information, unauthorised entry to computer records, conviction for a criminal offence arising from or relating to the Musician's work for the Manager, conduct whether inside or outside working hours which may bring the Manager's reputation into disrepute, serious or persistent neglect of duties or any material breach or non-observance of those duties – in particular refusal to obey reasonable instructions, unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).

A1.1.5.2 If the Musician is accused of an act of gross misconduct, the Musician may be suspended from work on full pay while the Manager investigates the alleged offence. If, on completion of the investigation and the Disciplinary Procedure, the Manager is satisfied that gross misconduct has

occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

A1.1.6 General
 A1.1.6.1 Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Manager will take into account the Musician's disciplinary and general engagement records, length of service and the explanation given by the Musician at the disciplinary meeting.

A1.1.6.2 Before implementing any of the formal sanctions set out above, including after a review of the Musician's conduct or performance, the Disciplinary Procedure set out below will normally be followed.

A1.1.6.3 At the time of advising the Musician of any sanction to be imposed the Manager should also advise the Musician of the right of appeal.

A1.2 DISCIPLINARY PROCEDURE

A1.2.1 **Investigation**
 Where a potential disciplinary matter arises the Manager will endeavour to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations the Manager will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Manager may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Musician solely to establish the facts of the case.

A1.2.2 **Suspension**
 In instances which the Manager considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Manager's responsibilities to third parties or the Manager's property), the Musician may be suspended from work temporarily on full pay whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as a disciplinary sanction or an indication of prejudgement of the matter.

A1.2.3 **Formal Procedure**
 If the Manager decides to take formal action, the following procedure will be followed:

A1.2.3.1 **Statement Of Grounds For Action And Invitation To Meeting**
 The Manager will prepare a written statement setting out the Musician's alleged conduct or capability or poor performance, or other circumstances, which may result in a disciplinary sanction (including dismissal) being imposed. The statement will be sent to the Musician who will be invited to attend a meeting to discuss the matter. The statement will contain sufficient detail and any relevant accompanying evidence to enable the Musician to prepare for the meeting.

Meeting
 The complaint will be fully explained to the Musician at the meeting and the Manager will go through the evidence that has been gathered. The Musician can make representations and explain his/her view of the

situation and answer any allegations that have been made. The Musician will be allowed to ask questions and present evidence. If appropriate the Musician can call witnesses and will be given an opportunity to raise points about any information provided by witnesses. No disciplinary sanction will be imposed until the meeting has taken place.

A1.2.3.2 Notification Of Decision
 After the meeting the Musician will be informed of the Manager's decision. This will be communicated to the Musician in writing within 10 working days of the meeting and the Musician will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If the decision taken is dismissal the Musician will also be provided with written reasons for dismissal, the date on which the engagement will terminate and the appropriate period of notice (if applicable). If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

A1.2.3.3 Appeal
 The Musician has the right to appeal against any disciplinary sanction imposed on him/her.

A1.3 GRIEVANCE PROCEDURE

A1.3.1 Informal Resolution of Grievances
 The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

Any grievance should, in the first instance, be raised with the Musician's Manager (or, where that person is the subject of the grievance, that person's line Manager) who should discuss the matter with the Musician informally within two working days of it being raised.

A1.3.2 Formal Resolution Of Grievances
 Where the grievance cannot be resolved informally and the Musician has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Musician or the Musician has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

A1.3.3 Formal Grievance Procedure
A1.3.3.1 Statement Of Grievance
 The Musician must set out, in a written statement, his/her grievance and send the statement to his/her Manager (or, where that person is the subject of the grievance, that person's line Manager). The Musician will be invited to attend a meeting in order to discuss the grievance.

A1.3.3.2 Meeting
 The Musician will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

A1.3.3.3 Notification Of Decision
 After the meeting the Musician will be informed of the Manager's decision. This will be communicated to the Musician in writing within 10 working days of the meeting and the Musician will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

A1.3.3.4 Appeal
 The Musician has the right to appeal against the findings of a grievance meeting.

A1.4 APPEALS

A1.4.1 The Musician has a right to appeal against the finding of a disciplinary or grievance meeting.

A1.4.2 If the Musician wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Musician will then be invited to attend another meeting.

A1.4.3 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a member of the Manager's Board.

A1.4.4 After the appeal meeting the Musician will be informed of the Manager's final decision and this will be communicated to the Musician within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Musician for the delay and inform him/her when a response can be expected.

A1.4.5 Where the Musician appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

APPENDIX 2 – RECORDED MUSIC FORMS

Notification of the intention to use recorded music and as outlined in the three different forms below needs to be given to the MU at least one month in advance of the first intended use.

Notification with the following details should be provided in writing to theatre@themu.org.

A2.1 REPORT OF INTENTION TO USE RECORDED MUSIC

Producers Name
 Address
 Performance Title
 Date of last rehearsal of productionPlace of rehearsal
 Name of Theatre(s)

We notify you of our intention to use recorded music for the above performance for a purpose not coming within the 'exceptions' agreed between UK Theatre and MU (see Agreement).

A2.1.1 Type of Recording

A2.1.1.1 Specially recorded music involving instrumental performance for the following purpose. (Please give full details and if several uses please specify)

It is proposed to engage the Musicians to make the recording through (name and address of contractor)

A2.1.1.2 Pre-recorded Music
 Type (e.g. Commercial record, library recording)

Title(s)
 Performer (i.e. name of orchestra/band/group/artiste)

 State whether played direct or re-recorded

A2.1.2 Reason for proposed use of above recorded music

.....

A2.1.3 Number of Musicians to be engaged for the performance

.....

Signed Date

APPENDIX 2.2 – REPORT OF USE OF RECORDED MUSIC

Producers Name
 Address
 Performance Title
 Date of last performance
 Name of Theatre(s)

TYPE OF RECORDING * Please delete whichever is inapplicable

A2.2.1 * Commercial record(s). (Please give details of each record)

Label
 Title
 Performer (name of orchestra/band/group/artiste)

 Number
 Length of extract used
 State whether commercial record/tape played directly or re-recorded

A2.2.2* Other type of recording (please specify)

.....

APPENDIX 2.3 – TYPE OF USE OF RECORDING(S)

Please tick appropriate box(es)

A2.3.1 Recorded music genuinely in action of play

Please give details.....

A2.3.2 Curtain up and scene change music

A2.3.3 Music on film as part of a theatrical performance

A2.3.4 Puppet and mime performances

A2.3.5 Ice Show

A2.3.6 Foreign Dance Company

Please give total duration of use of recordings

minutes seconds

Signed..... Date

APPENDIX 3 – ARCHIVAL RECORDINGS

The following guidelines will form the basis of any archive recording agreement between a Manager and the MU:

ARCHIVAL RECORDINGS USAGE

A3.1 The Manager shall be entitled (without payment to the Musician) to make a video recording of a Performance strictly and solely for the archival and reference purposes of the Manager and for no other use whatsoever except that such archive recording may be made available to designated national archives (including without limitation the NVAP). Both the recording and the lodging with national archives require the unanimous consent of the Musicians, such consent not to be unreasonably withheld, and prior written notification of at least one week to the Musician’s Union. The Manager may re-record under the same terms in the event of major changes.

A3.2 The recording shall be made during a designated and scheduled rehearsal/performance. The recording should not be of broadcast quality but only be of the standard necessary for reference and archive – if the recording is made during a performance then the recording shall not affect it e.g. by changes to seating, lighting or any other factor. If the recording is made during a rehearsal then no retakes are permitted for the purpose of the recording. The recording can only be reproduced for the purpose of archival recordings as outlined in 1, or for safety copies.

A3.3 The recording shall be primarily for the use of the Manager’s production team and, where so required, in the compilation and production of assisted performances, and shall not be made available to the media or a member of the general public, nor shall it be used for the evaluation of the performance of any Musician. Anyone wishing to view the reference recording must first obtain the permission of the General Manager of the company.

A3.4 The Musician’s Union shall have an equal share in the copyright of the video and the words “UK Theatre” must be burnt onto the recording.

APPENDIX 4 – CODE OF CONDUCT FOR THE USE OF DEPUTIES FOR GUIDANCE PURPOSES

Whilst the Musician is engaged and has undertaken under the minimum terms applicable of this Agreement to be available for all rehearsals and performances, all parties recognise the usefulness of a properly regulated Deputies Procedure.

A1 Supervision of Deputies Procedure

Manager shall notify to the Musicians engaged on a production a suitable member of the music staff or Management who will co-ordinate the use of Deputies. Irrespective of their actual title they are referred to herein as the 'Deputies Supervisor', such person to be identified in the Local Rules.

A2 Responsibility

Each Musician is responsible for the arrangement of their approved Deputies to cover for them when they are absent. Whilst this may be facilitated by the use of a 'fixer' or Orchestral Manager, the primary responsibility will lie with the Musician.

A3 Approval

No Deputy may be used by a Musician unless they have been approved by the Deputies Supervisor; which approval shall not be unreasonably withheld or delayed. An approved Deputy will have sat-in on an agreed number of performances or rehearsals in accordance with the Local Rules before they first deputise.

A4 Payment

Ordinarily, the Musician is responsible for the payment of all Deputies. In the event that the Musician is receiving sick-pay, this will be paid to the Musician in addition to their basic salary.

A5 Local Rules

A5.1 The Musician undertakes to comply with such local rules governing such things as the number of sit-ins prior to deputising, the number of first time Deps, the number of Deps per section or the total number of Deps per performance. Local rules, which must be reasonable, will be determined and submitted to the Musicians' Union in the name of the Manager before contract. In the event of a dispute regarding local rules the matter may be referred to a UK Theatre/MU Conciliation Board. As a guideline any such rules, which may be subject to review at the request of either party after contract, shall be framed so as to maintain the musical standards of the Production without unduly inhibiting the maintenance of a suitable pool of Deputies.

A5.2 Where the Manager dictates that a Deputy sits in for more than one performance or rehearsal, the Manager shall pay the Deputy's fee for the second and any subsequent sit in calls for that chair. The Musician should check the suitability of the proposed new Deputy before engaging them to sit in.

APPENDIX 5 – LIST OF SUBSIDISED THEATRES IN UK THEATRE MEMBERSHIP AS AT AUGUST 2019, SUBJECT TO CHANGE

Belfast, Lyric Theatre	London, Donmar Warehouse
Birmingham, MAC	London, Greenwich Theatre
Birmingham, Repertory Theatre	London, Hampstead Theatre
Bolton, Octagon Theatre	London, Headlong
Bristol Old Vic	London, Lyric Hammersmith
Cardiff, National Theatre Wales	London, New Wimbledon Theatre Studio
Cardiff, Sherman Cymru	London, Out of Joint
Cardiff, Wales Millennium Centre	London, Polka Theatre
Cardiff, Wales Millennium Centre Studio	London, Royal Court Upstairs
Cheltenham, Everyman Theatre	London, Soho Theatre
Chichester Festival Theatre	London, Theatre Royal Stratford East
Children's Touring Partnership	London, Kiln Theatre
Clwyd Theatre Cymru	London, Unicorn Theatre
Colchester Mercury Theatre	London, Young Vic Theatre
Coventry, Belgrade Theatre	Manchester, Royal Exchange
Derby Theatre	Milford Haven Torch Theatre Company
Dundee Repertory Theatre	Newbury, Watermill Theatre
Edinburgh, Royal Lyceum Theatre	Newcastle, New Vic Theatre
English Touring Theatre	Newcastle, Northern Stage
Frantic Assembly	Northampton Theatres, Royal & Derngate
Genedlaethol Cymru	Nottingham Playhouse
Glasgow, Citizens Theatre	Oldham Coliseum
Harrogate Theatre	Pegasus Theatre
Manchester, HOME	Pilot Theatre Company
Hornchurch, Queen's Theatre	Pitlochry Festival Theatre
Hull Truck Theatre	Plymouth Theatre Royal
Ipswich, New Wolsey Theatre	Rifco Arts
Keswick, Theatre by the Lake	Salisbury Playhouse
Lancaster, Duke's Theatre	Scarborough, Stephen Joseph Theatre
Leeds, West Yorkshire Playhouse	Sheffield Theatres
Leicester, Curve	Sheffield, Eclipse Theatre
Liverpool and Merseyside Theatres	Southampton, Nuffield Theatre
London, Almeida Theatre	Storyhouse Theatre Chester
London, Arcola Theatre	Tangle
London, Bush Theatre	Watford Palace
London, Cheek by Jowl	York Theatre Royal
London, Complicite	

APPENDIX 6 – MINIMUM RATES OF PAY

COMMERCIAL SECTOR	Fraction/Percentage	On an 8 show contract			On a 12 show contract		
		02 April 2018-31 March 2019	01 April 2019-05 April 2020	06 April 2020-04 April 2021	02 April 2018-31 March 2019	01 April 2019-05 April 2020	06 April 2020-04 April 2021
		2.80%	2.00%	2.00%	2.80%	2.00%	2.00%
Minimum weekly fee		£604.60	£616.69	£629.02	£831.33	£847.96	£864.92
Payment per additional show over 8 shows in the week	1/8th weekly fee	£75.57	£77.09	£78.63	£75.57	£77.09	£78.63
For Children's shows	1/10th of the subsidised sector weekly fee	£54.53	£55.62	£56.74	£74.98	£76.48	£78.01
Overtime							
• per 15 minutes after 3 hrs (8 show wk) & after 2 hrs 20mins (12 show wk)	x1.5 musician's 1/4ly hr rate	£9.45	£9.64	£9.83	£11.13	£11.36	£11.58
• per 15 minutes after 3 hrs (8 show wk) & after 2 hrs 20mins (12 show wk)	x2 musician's 1/4ly hr rate	£12.60	£12.85	£13.10	£14.85	£15.14	£15.44
• statutory holidays	x3 musician's 1/4ly hr rate	£18.89	£19.27	£19.66	£22.27	£22.71	£23.17
Doubling (now to be called "up to two instruments")	Inclusive in minimum	£604.60	£616.69	£629.02	£831.33	£847.96	£864.92
Trebling (now to be called "up to one additional instrument" and to apply to all instrument families)	10% above doubling	£665.06	£678.36	£691.93	£914.47	£932.76	£951.41
Quadrupling (inform Union)	15% above trebling	£764.82	£780.11	£795.71	£1,051.64	£1,072.67	£1,094.12
Pension contribution	Up to 2 instruments	£15.11	£18.50	£18.87	£20.78	£25.44	£25.95
	Trebling	£16.63	£20.35	£20.76	£22.86	£27.98	£28.54
	Quadrupling	£19.12	£23.40	£23.87	£26.29	£32.18	£32.82
Sundays, if scheduled							
• For 1 show	1 day off	£56.18	£57.30	£58.45	£56.18	£57.30	£58.45
• For 2 shows, or as below	1 day off	£78.65	£80.23	£81.83	£78.65	£80.23	£81.83
• For 2 shows	2 consecutive days off	£56.18	£57.30	£58.45	£56.18	£57.30	£58.45
Subsistence (as per Subsidised Managers Agreement)	Per week as applicable	£167.00	£173.95	£181.05	£167.00	£173.95	£181.05
Touring Allowance (as per Commercial Theatre Agreement)	Per week as applicable	£250.00	£260.00	£285.00	£250.00	£260.00	£285.00
Mileage Rate		26p per mile			26p per mile		
Porterage							
• Group A (per instrument)	See porterage clauses for details	£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
• Group B (per instrument but capped at max payment)	max payment	£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
		£23.56	£24.04	£24.52	£23.56	£24.04	£24.52
• Group C (per instrument or pair of instruments)		£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
• Group D (by negotiation)		To be negotiated			To be negotiated		
Use of recorded music	See recorded music clauses for details						
• up to 4 minutes of recorded music		no payment			no payment		
• use of 4-10 minutes of recorded music		£6.20			£6.20		
• over 10 minutes of recorded music up to max of 20 minutes		£1 per minute			£1 per minute		
• over 20 minutes of recorded music		by negotiation with the Union			by negotiation with the Union		

SUBSIDISED SECTOR	Fraction/Percentage	On an 8 show contract			On a 12 show contract		
		02 April 2018-31 March 2019	01 April 2019-05 April 2020	06 April 2020-04 April 2021	02 April 2018-31 March 2019	01 April 2019-05 April 2020	06 April 2020-04 April 2021
		2.80%	2.00%	2.00%	2.80%	2.00%	2.00%
Minimum weekly fee		£545.32	£556.23	£567.35	£749.81	£764.81	£780.11
Payment per additional show over 8 shows in the week	1/8th weekly fee	£68.17	£69.53	£70.92	See Clause 2.3.2	See Clause 2.3.2	See Clause 2.3.2
For Children's shows/Christmas shows/12 shows	1/10th weekly fee	£54.53	£55.62	£56.74	£74.98	£76.48	£78.01
Overtime							
• per 15 minutes after 3 hrs (8 show wk) & after 2 hrs 20mins (12 show wk)	x1.5 musician's 1/4ly hr rate	£8.52	£8.69	£8.86	£10.04	£10.24	£10.45
• per 15 minutes after 8.30am and after 12 midnight	x2 musician's 1/4ly hr rate	£11.36	£11.59	£11.82	£13.39	£13.66	£13.93
• statutory holidays	x3 musician's 1/4ly hr rate	£17.04	£17.38	£17.73	£20.08	£20.49	£20.90
Doubling (now to be called "up to two instruments")	Inclusive in minimum	£545.32	£556.23	£567.35	£749.81	£764.81	£780.11
Trebling (now to be called "up to one additional instrument" and to apply to all instrument families)	10% above doubling	£599.86	£611.85	£624.09	£824.79	£841.29	£858.12
Quadrupling (inform Union)	15% above trebling	£689.83	£703.63	£717.70	£948.51	£967.48	£986.83
Pension contribution	Up to 2 instruments	£13.63	£16.69	£17.02	£18.75	£22.94	£23.40
	Trebling	£15.00	£18.36	£18.72	£20.62	£25.24	£25.74
	Quadrupling	£17.25	£21.11	£21.53	£23.71	£29.02	£29.60
Sundays, if scheduled							
• For 1 show	1 day off	£56.18	£57.30	£58.45	£56.18	£57.30	£58.45
• For 2 shows, or as below	1 day off	£78.65	£80.23	£81.83	£78.65	£80.23	£81.83
• For 2 shows	2 consecutive days off	£56.18	£57.30	£58.45	£56.18	£57.30	£58.45
Subsistence (as per Subsidised Managers Agreement)	Per week as applicable	£167.00	£173.95	£181.05	£167.00	£173.95	£181.05
Touring Allowance (as per Commercial Theatre Agreement)	Per week as applicable	£250.00	£260.00	£285.00	£250.00	£260.00	£285.00
Mileage Rate		26p per mile			26p per mile		
Porterage							
• Group A (per instrument)	See porterage clauses for details	£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
• Group B (per instrument but capped at max payment)	max payment	£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
		£23.56	£24.04	£24.52	£23.56	£24.04	£24.52
• Group C (per instrument or pair of instruments)		£11.78	£12.02	£12.26	£11.78	£12.02	£12.26
• Group D (by negotiation)		To be negotiated			To be negotiated		
Use of recorded music	See recorded music clauses for details						
• up to 4 minutes of recorded music		no payment			no payment		
• use of 4-10 minutes of recorded music		£6.20			£6.20		
• over 10 minutes of recorded music up to max of 20 minutes		£1 per minute			£1 per minute		
• over 20 minutes of recorded music		by negotiation with the Union			by negotiation with the Union		

APPENDIX 7 – UK THEATRE MU AGREEMENT – SAMPLE HOLIDAY CALCULATION

Section 5.1.1 provides: *“The Musician is entitled to 5.6 weeks’ paid annual holiday, subject to a maximum of 28 days. Entitlement for part-years and part-weeks will be calculated pro rata. A “week” of holiday shall be equivalent to the Musician’s normal working week”.*

When working 6 days per week the holiday entitlement is calculated as follows:

- 52 weeks = 28 days
- Accrual for 1 week: $28 \div 52 = 0.538$ days

Thus for example, holiday entitlement for an engagement of 25 weeks duration (as per the table) is calculated as follows:

- 52 weeks = 28 days
- 1 week: $28 \div 52 = 0.538$ days
- 25 weeks: $0.538 \times 25 = 13.45$ days

Section 5.4.1 provides: *“Each week of holiday shall be paid at the rate of Average Weekly Fees”.*

The calculation of holiday pay for the engagement is as follows:

- Average Weekly Fees (Average of fee paid for weeks 14 -25 – ie the 12 weeks prior to when the holiday is taken/paid) = £776.79
- Actual amount paid as untaken holiday $13.45 \text{ days} \times (776.79/6) = \text{£}1741.30$

The Musician is entitled to 5.6 weeks’ paid annual holiday, subject to a maximum of 28 days. Entitlement for part-years and part-weeks will be calculated pro rata. A “week” of holiday shall be equivalent to the Musician’s normal working week.

When working 6 days per week the holiday entitlement is calculated as follows:

- 52 weeks = 28 days
- Accrual for 1 week: $28 \div 52 = 0.538$ days

Thus for example, holiday entitlement for an engagement of 25 weeks duration is calculated as follows:

- 52 weeks = 28 days
- 1 week: $28 \div 52 = 0.538$ days
- 25 weeks: $0.538 \times 25 = 13.45$ days

The calculation of holiday pay is as follows:
Average Weekly Fees (Average of fee paid for weeks 14-25 – ie the 12 weeks prior to when the holiday is taken/paid) = £776.79

Actual amount paid as untaken holiday
 $13.45 \text{ days} \times (776.79/6) = \text{£}1741.30$

END OF ENGAGEMENT

Calculation for 6 days at Average Weekly Fees (Average of fee paid for weeks 14-25 – ie the 12 weeks prior to when the holiday is taken/paid)

Actual amount paid as untaken holiday
[$13.45 \text{ days} = (776.79/6) \times 13.45$]

Week	Pay	
1	765.86	
2	765.86	
3	765.86	
4	765.86	
5	820.51	Worked Sunday (1 show)
6	765.86	
7	765.86	
8	765.86	
9	765.86	
10	765.86	
11	765.86	
12	765.86	
13	765.86	
14	765.86	
15	765.86	
16	820.51	Worked Sunday (1 show)
17	765.86	
18	765.86	
19	765.86	
20	842.37	Worked Sunday (2 shows)
21	765.86	
22	765.86	
23	765.86	13.45 days
24	765.86	
25	765.86	
	776.79	
	1741.30	

APPENDIX 8 – SUNDAY CONCERTS AND CASUAL STAGE RATES

Note that these are rates recommended by the MU for casual engagement of groups performing on stage for a single day engagement which may involve one or two performances when the engagement is separate and distinct from the Musician's weekly performance contract. The rates are not determined in conjunction with UK Theatre and may be subject to change by the MU.

The latest rates can be found at;
www.musiciansunion.org.uk/Files/Rates/Live-Rates/Casual-stage-rates

Minimum rates per Musician

- A8.1 Single Performance Fee**
 Single performance (max 3 hours) plus rehearsal on same day (max 3 hours) in a venue with a capacity of less than 200: £146.00
 Single performance (max 3 hours) plus rehearsal on same day (max 3 hours) in a venue with a capacity of more than 200: £162.50
- A8.2 Double Performance Fee**
 Two performances plus a single rehearsal in a venue with a capacity of less than 200: £256.25
 Two performances plus a single rehearsal in a venue with a capacity of more than 200: £285.50
- A8.3 Additional Rehearsals**
 On the same day: half a performance fee
 On another day: a full performance fee
- A8.4 Overtime**
 Rehearsal or performance: £20.75 (Double Time) per 15 minutes or part thereof based on the National Gig hourly rate of £41.50
- A8.5 General**
 The foregoing payments shall be additional to the Musician's weekly production salary but for the Musician's services in respect of Sunday Concerts such payments shall replace all other payments prescribed under Clause 2.1.5 and 2.1.6, nor will additional payments be due under Clause 3.

APPENDIX 9 – CODE OF PRACTICE FOR MUSICIANS ENGAGED TO TOUR OVERSEAS

- A9.1 Transportation of Instruments**
A10.1.1 It is understood that a Musician transporting their own instrument(s) may for reasons of temperature and humidity require such instrument(s) to be accommodated in the aircraft cabin rather than the hold. Examples of instruments that may be affected in this way are woodwind and string instruments. Subject always to the prior approval of the Manager, where an additional seat purchase is necessary the cost shall be borne by the Manager.
- A9.1.2** Where the Musician is transporting their own instrument(s) and in so doing exceeds the airline's normal economy class/basic baggage allowance, the additional baggage costs of the instrument shall be borne by the Manager. The Manager's pre-approval must be sought in all instances. Appropriate notice is to be provided by the Musician to the Manager to allow pre-purchase of additional baggage allowance by the Manager.
- A9.1.3** The Manager may choose to hire instrument(s) of a suitable standard to be used by the Musician for the Production in the host country instead of transporting instrument(s) there. This will be discussed with the Musician in advance of the hire taking place.
- A9.2 Insurance of instruments**
A9.2.1 In addition to the Manager's insurance responsibilities in Clause 10 of the UKT/Equity Agreement Addendum for Overseas Touring (excluding the Republic of Ireland) the Manager will ensure that for the period where the instrument(s) are in the care of the Manager there is suitable insurance cover for instrument(s) belonging to the Musician that are being used for the production. The Musician agrees to provide details of the instrument(s) to be insured upon request by the Manager. The Manager is not obliged to provide cover for any extension should the Musician extend their stay beyond the period of engagement when they are overseas.
- A9.3 Instruments in transit**
A9.3.1 The Manager will advise the Musician of the likely dates that their instrument will be in transit for the Production. If the period of transportation will cause the Musician to be unable to fulfil other paid work obligations then the Musician has the right to raise this with the Manager and should do so in good time to enable the Manager to determine the most suitable arrangements for an alternative instrument to be provided.
- A9.3.2** Should the Musician's instruments be transported from, or returned to, a destination that exceeds 25 miles from the Musicians home address the Manager agrees to have the instruments collected and returned to the home address, or to pay the Musician the prevailing mileage rate as reflected in the UK Theatre/MU Agreement to collect the said instruments.

A9.4 **Accommodation**

The Manager shall use reasonable endeavours to provide single accommodation where practicable. In the event of the Manager having to offer shared accommodation this will be made clear to the Musician at the point of contract and be restricted to two persons per room unless the Musician specifically requests otherwise.

A9.5 **Local Conventions – Sundays**

The Musician may be required to perform on a Sunday. Such performances may be made part of the aggregate performances which can be given for the weekly salary agreed in the contract so long as the weekly salary is in excess of the minimum fees outlined in the UK Theatre/MU Agreement (including Sunday Supplement) and notice of this inclusion is given at point of contract.



STANDARD CONTRACT FOR MUSICIANS' UNION

As agreed between UK Theatre and the Musicians Union for the Engagement of a Musician for Theatre Engagements (excluding the West End of London) (*select as appropriate)

AGREEMENT made this day of BETWEEN **Contracting Manager, Address...** ("the Manager") of the one part AND of ("the Artist")

WHEREBY IT IS AGREED THAT:

1 The Manager engages the Musician to perform as (specify instrument) in the Manager's orchestra at (specify theatre or in the case of a tour attach itinerary and insert 'See itinerary attached'). Commencing on the day of and *1.1 terminating on the day of or *1.2 continuing until terminated: (both parties to initial the selection) *1.2.1 by the Musician giving not less than two weeks' written notice to the Manager or *1.2.2 by the Manager giving not less than two weeks' written notice (which shall not be less than the applicable statutory minimum period of notice) to the Musician of the closure of the production, such notice to be given on a Saturday ("the Engagement").

2 The minimum terms, conditions and payments for the Engagement shall be as set out in the agreement for musicians working in theatre (excluding the West End of London) between the UK Theatre Association ("UK Theatre") and the Musicians' Union ("MU") dated 5 April 2018 and any renewals or revisions to it as agreed between UK Theatre and the MU from time to time ("the UK Theatre Agreement"), which is incorporated into this contract.

The parties have agreed the following improved terms conditions and/or payments shall apply to this Engagement: (Here insert any agreed amendments to the UK Theatre Agreement. If necessary, attach separate sheet for signature by both parties and insert "See Amendments Attached")

so that, in the event of any conflict between the minimum terms of the UK Theatre Agreement and the terms set out in this clause of this contract, the latter will prevail. In the event of any conflict between any other terms set out in this contract and the terms of the UK Theatre Agreement, the terms of the latter will prevail.

3 ELECTION OF TRAVEL

Travel allowances will be calculated on Standard Class Rail Fares / *Mileage (Musician to elect the method of calculation)

Authorised signatory on behalf of **MANAGER**

MUSICIAN

..... Address Date
 Address Date
 Address Date

Summary of 2018-2021 Agreement Changes (from the 2015 Agreement)

<p>Flexible Scheduling Provisions will be introduced providing for flexible scheduling over the Christmas period and two other periods.</p>	<p><i>Clause 1.5</i></p>
<p>Rates of Pay</p> <ul style="list-style-type: none"> • 2.8% – 2nd April • 2.0% – 1st April 2019 (+0.5% increase in pension contributions in accordance with statutory provision) • 2.0% – 6th April 2020 	<p><i>Clause 2.13</i></p>
<p>Additional Performance Rates The per show calculation for the subsidised sector will be altered from 1/10th to 1/8th, the same as the commercial sector.</p>	<p><i>Clause 2.3</i></p>
<p>Incapacity Payments Clause 4 will be revised to provide absence payments for 'short-term absences due to illness' (i.e. an absence of one to three consecutive days duration) as follows:</p> <ul style="list-style-type: none"> • <u>For an 8 show contract</u>: a pro-rata payment of 1/8th of the weekly fee per show missed, plus a pro-rata payment of 1/6th of the weekly Subsistence or Touring Allowance as applicable, for each day of absence. • <u>For a 12 show contract</u>: a pro-rata payment of 1/12th of the weekly fee per show missed, plus a pro-rata payment of 1/6th of the weekly Subsistence or Touring Allowance as applicable for each day. <p>After the third day of consecutive absence in each period of absence (for both 8 and 12 show contracts), a payment of 1/6th of the weekly fee only shall be paid per day of absence as per the currently prevailing arrangements.</p>	<p><i>Clause 4.3</i></p>
<p>Christmas Day Payment Clause 5.5 will be revised so that it applies only to Musicians who are in receipt of Touring Allowance or Subsistence.</p>	<p><i>Clause 5.5</i></p>
<p>Air Travel If the Musician is required to take a return flight to an airport other than the airport of origin, and the Musician has elected mileage as the preferred form of transport, provisions will be introduced whereby the Musician may request that the Manager arranges for the return flight to be to the original airport of origin and pays for mileage costs to the next venue.</p>	<p><i>Clause 17.4.2.1</i></p>
<p>Family Friendly Policy Provisions meeting statutory requirements in respect of Maternity, Paternity, Parental and Shared Parental leave as currently provided in the SOLT/MU Agreement will be incorporated in to the UK Theatre/MU Agreement.</p>	<p><i>Clause 18</i></p>

32 Rose Street
London
WC2E 9ET
Tel: 020 7557 6700
Fax: 020 7557 6799
www.uktheatre.org



The MU
60/62 Clapham Road
London
SW9 0JJ
Tel: 020 7840 5536
www.themu.org.uk

