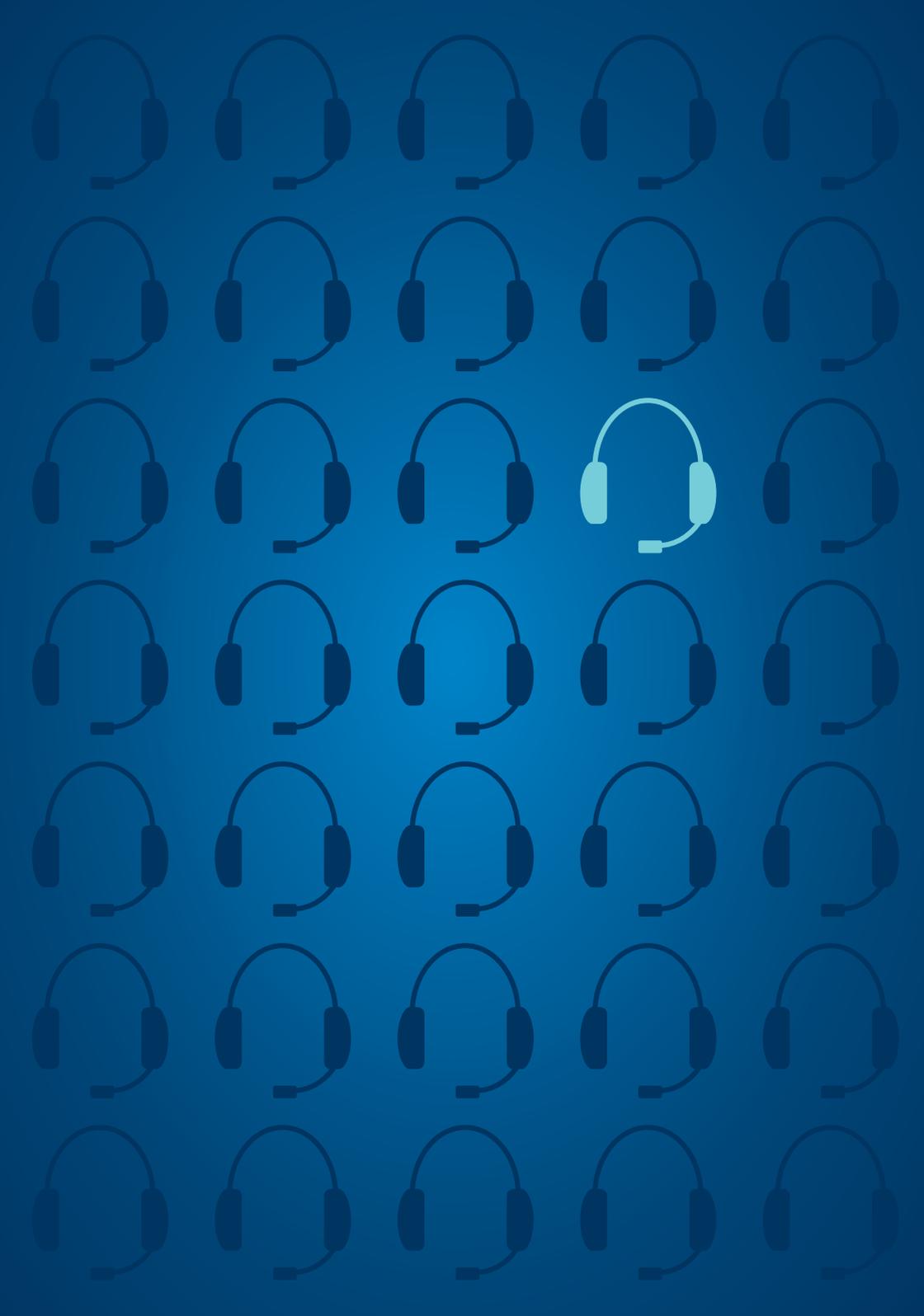




A guide to

**STAGE
MANAGEMENT
BUYOUTS
AND
NON-STANDARD
CONTRACTS**



*The term **“BUYOUT”** is often used as a catch-all phrase for any contract where you are offered a fixed sum, either weekly or overall, which is intended to include any extra payments like overtime. However, not all buyouts are equal and they can vary widely from one producer to the next. How can you tell whether an employer is offering you a fair deal and what can you do to protect yourself both before and after accepting a job?*

When is a buyout not a buyout?

Equity negotiates a number of collective agreements that cover different areas of the theatre industry such as The West End, Commercial and Subsidised Repertory theatre. In addition there are a number of Equity-negotiated House agreements, for example the RSC. These agreements lay out the minimum levels of pay, standard terms and conditions, and detail any extra payments that might be incurred such as overtime rates. If you are employed on a standard or “Equity” contract from any of these agreements then your employer is bound to honour all of its terms.

An employer can, however, ask to vary some of these terms. For example, they might ask for a longer working week and in return will pay you an extra amount to cover those hours on top of your basic wage. This is a true buyout because they are “buying you out” of parts of the standard contract.

Alternatively, an employer might offer a contract that is not based on

A buyout based on an Equity agreement must not leave you worse off than you would have been on a standard contract.

any of the Equity agreements at all. These “manager’s own” contracts are not strictly speaking buyouts, since they are not based on an agreement. However, this does not mean an employer can do whatever they like, there are still legal requirements that any contract must satisfy.

Agreement based buyouts

Equity negotiates with the key theatrical employers, these include The Society of London Theatres (SOLT), UK Theatre (formerly the TMA) and the Independent Theatre Council (ITC). If your prospective employer is a member of one of these organisations then they must offer a contract from whichever agreement is





applicable to the production although they can then add a buyout. This should be in the form of an addendum, a separate document to your contract that details fully all the changes they wish to make and how you will be compensated for them.

Even after you have signed a buyout the fact that your contract is based on an Equity agreement still offers you protection. There are clauses in some agreements that state that where a buyout is allowed it cannot leave you worse off than you would be on a standard contract. Say, for example, you're engaged for 12 weeks under the West End agreement (where the working week is 42 hours) and your employer offers you a buyout that pays you for 45 hours each week. An extra 3 hours for 12 weeks gives a total of 36 hours of overtime. If, at the end of the contract, you find that you have done more than 36 hours of overtime then you can claim the additional money you are owed from your employer. This is true for any of the payments due under a standard contract and at the back of this document you will find a breakdown for each agreement to help you keep track.

Manager's own contracts

Equity invests a large proportion of its time and resources into negotiating with SOLT and UK Theatre producers in order to improve the terms and conditions within the agreements. The idea is that these should serve as a minimum industry standard for employers to offer. While the union is always actively encouraging producers to offer union approved contracts, it is an unfortunate fact that there will be jobs out there with pay and terms that fall below the industry standard. Even so, there are certain legal rights that any

An employer cannot discriminate against you for refusing to opt out of the working time regulations.

employer has to observe and it is important to be aware of these before accepting a non-Equity or manager's own contract.

MINIMUM WAGE

A producer must pay you at least the national minimum wage over the course of your contract. It is especially important to be aware of this if you are engaged on a contract that offers you a flat fee for the entire production time. Keep a close track of the hours you work and check your hourly rate regularly. If you find that you are working for less than the minimum wage, contact Equity immediately.

HOLIDAY

Although most stage managers are classified as self-employed we come under a legal category known as workers and as such we are still entitled to paid holiday leave. It may not be possible for you to take holiday leave, especially on a shorter contract, but your employer must still pay for the holiday entitlement you accrue. It must also, by law, state clearly in your payslip or contract which portion of your wage is salary and which is holiday pay. In other words, they cannot combine your holiday pay into your salary as one lump sum. The government has a handy calculator to help you work out how much holiday you are owed. www.gov.uk/calculate-your-holiday-entitlement

Working time regulations (WTR)

The working time regulations apply to all 'workers' working on contracts of service, Equity based and otherwise. They are intended to prevent employers from asking workers to work excessively long hours and they state that you should not work more than 48 hours a week on average. Obviously in our industry hours can fluctuate greatly so most employers seek to calculate average hours over either a 52 week period or the duration of the contract if it is less than a year.

An employer can ask you to sign a document opting out of this element of the regulations, so that you agree to work a longer week (ie more than 48 hours on average), but you are not obliged sign it. Even if you do agree you have the right to change your mind and withdraw your consent at a later date. You would have to give notice of this and a

suitable notice period (which is seven days, unless otherwise stated, but is a maximum of three months) should be specified in the opt-out document. This document should be separate to your main contract. You cannot be asked to opt out of any other elements of the WTR, such as the 20 minute rest period in each six hours worked.

Your overtime arrangements are an entirely separate issue to the working time regulations. Broadly speaking, the former is about how much you are paid and the latter is about the number of hours you work. You cannot be bought out of the working time regulations you can only opt out voluntarily and it is illegal for your employer to discriminate against you in any way should you refuse.

The big issues

When looking at buy-outs and other contracts, these are the main points to be looking for.

HOURS

Whether you are being offered a buy-out or a manager's own contract it's important to look closely at your hours and rate of pay. Your contract should clearly state how many hours per week you will be expected to work, does the salary sufficiently cover those hours? How does this fit with the workload you are expecting to undertake? What does your employer intend to do if you exceed your contracted hours? These are all questions that need asking if they have not been clearly addressed.

In this document you'll find examples of how to work out basic and overtime hourly rates for each of the Equity agreements, with this information you can calculate how many ▶



For the most up to date copies of the Equity agreements and rates contact your local representative or visit the Equity website.

hours of your time your prospective employer is buying. Even if you are not on an Equity contract it is worth using the standard rates as a comparison and always make sure you are being offered above the minimum wage.

THE TEAM

Obviously it can be difficult to know in advance exactly what the workload will be like, every production is different, but there are certain things you can check that will help to give you an idea. For example, how many other people will there be in the team? What seems like a great deal suddenly seems less appealing if you turn up on day one to find you'll be doing all the work alone. Some of the Equity agreements actually require a minimum level of staffing so if your contract is Equity based check whether this is the case and ask your employer how your team will be structured.

ADDITIONAL PAYMENTS

It is worth bearing in mind that if you were working under an Equity agreement there would be a number of things aside from basic overtime that could also accrue extra payments. Each of the agreements is slightly different but these might include Sunday performances, bank holiday working hours, and appearances in costume. Ask what your schedule will be, which days will you have off,

will you work on any public holidays? All of these things should be taken into account in your salary if they are being bought out and this should be made clear in your contract.

EXTRA DUTIES

It's also important to make sure both you and your employer know exactly what will be expected of you within your role. Will there be any extra duties? There are the obvious duties of covering for other members of our own team (such as an assistant stage manager who also provides book cover) but it is also fairly common for stage managers to be asked to undertake some extra tasks. This could include basic laundry and wardrobe maintenance or perhaps technical operation where either the workload or skill level involved doesn't justify employing extra staff. This, however, can be a difficult area since it has the potential to deprive other skilled professionals of work. As a rule of thumb, if you are comfortable that the extra duties are well within your capabilities i.e. they do not require a specialist, and that the level of



extra work does not interfere with your main purpose, to be a stage manager, then it may be reasonable to accept them. However, the duties should not be such that they would stop another back stage worker being employed. It is always worth asking for payment to acknowledge extra duties; aside from acknowledging the addition to your workload it's important that employers remember that they are asking you to do work outside of your usual role. Again, some of the Equity agreements suggest rates for extra duties.

After you've signed

If you find yourself working on a job that turns out to be a bad deal then all is not necessarily lost and there are things you can do to protect yourself. Always keep copies of contracts and any correspondence. If you are on an Equity based deal then you should have signed three copies of the contract and any addendums; one for yourself, one for your employer and the other to go to Equity. This is intended to help Equity keep a record of the work being offered but many contracts never make it to the union's offices. It may well be worth returning this copy to Equity yourself.

Some people think that if you're on a

Equity will provide free confidential advice and information regardless of whether or not you are on an Equity contract.



buy-out there's no point keeping timesheets because it doesn't matter what hours you work. In fact the opposite is true, it is even more important to keep an accurate record of your hours so you can check that you have been paid appropriately. Again, some of the agreements stipulate that employers must keep them but having access to your own copies is vital. Accurate timesheets will enable you to approach your employer with exact figures and hard evidence if you find you are out of pocket.

Speaking up

If you have any issues with your contract it is always worth speaking to your employer either directly or through your line manager. This can seem a daunting prospect alone so if you have colleagues who are also affected then it might be worth discussing with them how best to approach things. It is always worth being as discreet as possible, your employer will probably be more receptive if they hear about a problem first hand rather than through the gossip mill. Unfortunately there are unscrupulous employers out there ▶

but most are just looking to save costs where they can and don't set out with the intention of treating their staff badly. It is entirely possible that they are unaware that there is a problem and you might be surprised at how co-operative they are. If you find you need help contact Equity who will offer advice and can intervene on your behalf.

In an extreme situation you might have to

go to an employment tribunal. It is important to remember that a case can only be taken to tribunal up to three months after the end of the contract so if you have concerns it is important to raise them as soon as possible.

Always remember that stage managers are professionals providing a valuable service to an employer's business and deserve to be paid properly and fairly.

DOING THE MATHS

STEP ONE WORK OUT YOUR HOURLY RATE

Take the the minimum weekly salary and divide it by the hours per week.

e.g. A DSM in a grade 2 sub-rep theatre has a minimum salary of £415 based on a 43 hour working week.

$$415 / 43 = \text{£}9.65 \text{ per hour}$$

STEP TWO WORK OUT YOUR OVERTIME RATE

On an Equity Sub-Rep contract overtime would be paid for any hours over 43 per week and this overtime would be paid at time and a half.

$$9.65 \times 1.5 = \text{£}14.48 \text{ per hour}$$

STEP THREE HOW MUCH IS YOUR BUYOUT WORTH?

If you are being offered a buyout, deduct the minimum weekly salary

from the amount you are being offered per week.

This DSM is being offered a buyout with a weekly salary of £458.44.

$$458.44 - 415 = \text{£}43.44$$

STEP FOUR HOW MANY HOURS IS THAT WORTH?

The amount you are left with is the value of the overtime your prospective employer is buying. You can work out exactly how many hours this equates to by dividing the value by the overtime rate.

In this case the DSM is being paid £43.44 over the minimum and the overtime rate is £14.48 per hour.

$$43.44 / 14.48 = 3$$

This DSM would be paid for three hours of overtime each week on this deal, in other words a total of 46 hours per week.

Always keep in mind that overtime is payable under a number of different circumstances, not necessarily just for your total hours per week, check the agreements or contact Equity for further details. Even if you're not on an Equity based deal it is a good idea to use the agreements as a template to judge how fair an offer you are being made.

CHEAT SHEET

So, you've been offered a job and you know how much they are proposing to pay you, here's a quick guide to the most important questions to ask before accepting that deal.

- **Is the contract an Equity based buyout or the manager's own?**
- **How long is the contract for?**
- **How many hours per week will I be expected to work?**
- **Which days of the week will I be expected to work both in rehearsals and performance?**
- **How many performances per week will there be?**
- **Will there be any work on a bank holiday and if so how is this paid?**
- **What happens if I work more hours than expected?**
- **Will I be expected to opt out of the Working Time Regulations?**
- **How many other people are in the team and what are their roles?**
- **Will I be expected to cover any senior members of the team in their absence?**
- **Will I be expected to undertake any other duties?**
- **Can I take holiday leave, if not how will I be paid for my holiday entitlement?**

Asking these questions is perfectly reasonable and any responsible employer should be able to answer them. Once you've got those answers don't be afraid to take some time to weigh up the pros and cons of your contract before accepting, you're a business person and you have every right to make sure you're getting the best deal possible. Again, if you are unclear about anything, Equity will always give confidential advice.

The agreements

Over the next few pages you will find a summary of the hours and overtime provisions along with any extra payments which are due under each of the current Equity agreements. It is worth remembering that these payments are not intended to be a bonus for you as an employee, most are there to dissuade an employer from working their staff excessively hard or to acknowledge extra services outside of your usual job remit. In other words, they are there to protect you. If your employer is offering you a buyout, compare your contract with whichever agreement is most appropriate

and make a note of which points are different. Then you can decide whether you need to approach your employer about improving any of the terms they are proposing. Equity spends a large amount of its time negotiating with producers and setting industry standards. This work should be reflected in your individual contract and you should build on this. While it might seem difficult to singlehandedly convince an employer to offer you a better deal, it is possible. By being aware of your rights, asking the correct questions and working together with both your colleagues and the union we can improve things for the future.

FRINGE

Working week:

Maximum 40hrs over 6 days.

Working day: Maximum 10hrs per day between 8am and 12pm.

Breaks:

- Break of 1hr between morning/afternoon and afternoon/evening sessions.
- Break of 15 minutes within every 3hr working period.
- Break of 11hrs overnight.

Overtime: 1.5 times hourly wage

- Hours over 40 per week
- Hours over 10 per day
- Missed breaks

2 times hourly rate

- Breach of 11hr overnight break

Other payments: If a profit is made on the production then a bonus amount should be paid, this amount should be agreed with Equity.

N.B. If the producer is receiving public funding then the salaries paid should be industry standard.

INDEPENDENT THEATRE COUNCIL

Working week:

● **Performance only week** – Maximum 35hrs (the hourly rate is based on this figure).

● **Performance/rehearsal/travel/get-in or out week** – Maximum 43hrs.

● **Production week** – Maximum 47hrs (there can only be one production week per production).

Working day: Maximum 10hrs.

Breaks:

- Break of 1hr between morning/afternoon and afternoon/evening sessions.
- Break of 15 minutes within every 3hr working period.
- Break of 11hrs overnight.

Overtime: Missed breaks are paid at 1.5 times hourly wage for every quarter hour worked. Compensatory time off must be given as soon as possible for hours in excess of daily or weekly totals. If, at the end of the contract, you have still exceeded the maximum hours then the remaining overtime is paid as follows; 1.5 times the hourly wage for the first twenty hours remaining, 2 times the hourly wage for hours above this.

Other payments: Relocation and commuting allowances are payable. On tour, travel and subsistence allowances are payable. See agreement for exact details and rates.

COMMERCIAL THEATRE

Working week: Maximum 46hrs over 6 days between 8.30am and 11.30pm

Breaks:

- During rehearsals a break of 1hr after five hours work
- Break of 15 minutes within every 3hr working period
- Break of 11hrs overnight

Overtime: 2 times the hourly rate

- Hours over 46 per week
- Missed breaks
- Breach of 11hr overnight break
- Rehearsal on a day off (subject to minimum four hour call)

Other payments:

- Performance on a day off is paid at 1/8th of the weekly wage
- Additional performances added post-contractually are also subject to a payment of 1/8th of the weekly wage
- Subsistence, weekly and daily touring allowances are payable where applicable

There must be two days off in every fourteen day period. In breach of this compensatory time off is owed as well as overtime

The minimum salaries vary between rehearsals and performance and are dependent on the number of shows per week, see agreement for further details

WEST END

Working week:

Maximum 42hrs over 6 days between 8.00am and 11.30pm

Working day: Maximum of 8hrs per day (not including breaks)

Breaks:

- Break of 1hr after five hours work
- Break of 15 minutes within every 3hr working period
- Break of 12hrs overnight

Overtime: 1.5 times hourly rate

- Hours over 42 per week
- Hours over 8 per day (13.5 per day on nominated long days)
- Missed breaks

2 times hourly rate

- Hours worked before 8.30am and after midnight
- Breach of 12hr overnight break
- Work on a nominated rest day

Single time (in addition to weekly salary)

- Work on a public holiday

Other payments:

- Responsibility payments for ASM covering DSM, DSM covering SM etc
- Appearance in costume is paid at a set rate per appearance
- Shows over eight per week subject to an extra 1/8th weekly salary per show
- Up to two performances on a Sunday allowed with an extra payment due for each performance, see agreement for rates.

SUBSIDISED REPERTORY THEATRE

Working week: Maximum 43hrs over 6 days between 8.30am and 11.30pm.

Working day: Maximum of 12.5hrs per day from first call to end of day. The exception to this is that three days out of the seven before the first performance may be nominated as "long" days where the maximum may be 13.5hrs.

Breaks:

- Break of 1hr after four hours work.
- Break of 15 minutes within every 3hr working period.
- Break of 11hrs overnight.

Overtime: 1.5 times hourly wage

- Hours over 43 per week
- Hours over 12.5 per day (13.5 per day on nominated long days)
- Missed breaks

2 times hourly rate

- Hours worked before 8.30am and after midnight
- Breach of 11hr overnight break
- Work on a Sunday or public holiday (not performances) subject to a minimum 4hr call

Other payments:

- Performances on a public holiday are paid at 1/8th of the weekly salary
- Performances on a Sunday are subject to extra payments, see agreement for current details.
- Performances over eight per week are usually subject to extra payments, slightly different arrangements are in place for Christmas or children's shows and if the extra performances fall on a seventh working day. See agreement for details.
- Subsistence, weekly and daily touring allowances are payable where applicable.

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