

## **MU /UK Theatre Agreement 2018 – 2021**

### **Addendum**

The following additional clauses are added to the agreement from 1<sup>st</sup> April 2018.

#### **1. Family Friendly**

##### **FAMILY FRIENDLY**

###### **Maternity**

The Musician shall be entitled to statutory maternity leave in accordance with the relevant legislation from time to time in force, excluding for Entertainers (8) any eligibility requirement relating to employment status or tax status.

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.

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:

- a) 90% of the Musician's average weekly earnings (9) for the first 6 weeks of maternity leave; and
- b) paid at the same rate as the current flat rate of statutory maternity pay for up to 33 weeks of the remaining maternity leave (10).

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.

Contractual maternity pay is deemed to be inclusive of any statutory maternity pay the Musician may be entitled to receive.

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.

## **Paternity**

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.

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.

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.

Contractual paternity pay shall be paid at:

a) the rate of the Musician's rehearsal or performance salary (whichever is applicable at the time of payment) for the first week of paternity leave (11); and

b) 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).

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.

Contractual paternity pay is deemed to be inclusive of any statutory paternity pay the Musician may be entitled to receive.

The Manager is only required to provide a completed SPP1 form to the Musician if the Musician is not an Entertainer.

## **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.

## **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.

## **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.

## **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.

## **2. Illness and Injury**

This provision applies to short term absences of up to 3 days.

For an 8-show contract a pro rata payment of 1/8<sup>th</sup> of the weekly fee per show missed plus a pro-rata payment of 1/6<sup>th</sup> of the weekly Subsistence or Touring Allowance as applicable for each day of absence.

For a 12-show contract a pro rata payment of 1/12<sup>th</sup> of the weekly fee per show missed plus a pro-rata payment of 1/6<sup>th</sup> of the weekly Subsistence or Touring Allowance as applicable for each day of absence.

From the fourth day of absence onwards, in respect of both 8 and 12 show contracts, the current prevailing payment of 1/6<sup>th</sup> of the weekly fee only per day of absence will be payable and the existing clauses will apply.

## **3. Airport Parking**

**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 the 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 Musicians' request to use such a route, shall not, under any circumstances, attract any payments under any provision of the agreement

## **4. Additional Performance rates**

### **8 show contracts**

Commercial - 1/8<sup>th</sup>

Subsidised - 1/8<sup>th</sup>

### **Christmas performances**

Commercial – 1/8<sup>th</sup>

Subsidised – 1/10<sup>th</sup>

**Children's shows** (As defined in the agreement and payable at subsidised rates) – 1/10<sup>th</sup>

### **12-show contracts**

Commercial - 1/8<sup>th</sup>

Subsidised - 1/10<sup>th</sup> (as per previous agreement)

## **Christmas performances**

Commercial – 1/8<sup>th</sup>

Subsidised – 1/10<sup>th</sup>

**Children's shows** (As defined in the agreement and payable at subsidised rates) – 1/10<sup>th</sup>

## **5. EPK payments**

9.3.3.4 £13.80 per month.

## **6. Clause 5.5 Christmas Day/Good Friday**

This only now applies to those musicians in receipt of Touring Allowance of Subsistence.

## **7. Flexible Scheduling**

### **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 an 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 re-schedule 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 when for 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 Musicians 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 and 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 – Nomination by the Union))

### **Christmas Period – Revised Definition (as per MU/SOLT Agreement covering London’s West End)**

Christmas Period is defined as 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.

## **8. Holiday Pay**

Clause 5.

### **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 (which for illustration purposes is as per the table below) 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  $13.45 \text{ days} \times (776.79/6) = £1741.30$
- ***\*The definition of ‘Average Weekly Fees’ is set out within the agreement, and should include all fees except expenses which reimburse workers for costs incurred, one-off/occasional payments, benefits in kind and bonuses not linked to performance.\****

	Week	Pay
<p>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.</p> <p>When working 6 days per week the holiday entitlement is calculated as follows:            52 weeks = 28 days            Accrual for 1 week: <math>28 \div 52 = 0.538</math> days</p> <p>Thus for example, holiday entitlement for an engagement of 25 weeks duration is calculated as follows:            52 weeks = 28 days            1 week: <math>28 \div 52 = 0.538</math> days            25 weeks: <math>0.538 \times 25 = 13.45</math> days</p> <p>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</p> <p>Actual amount paid as untaken holiday 13.45 days x (776.79/6) = £1741.30</p>	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
	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)		776.79
<b>Actual amount paid as untaken holiday [13.45 days = (776.79/6)*13.45]</b>		<b>1741.30</b>

## 9. Pensions

In line with the incoming statutory provisions the pension contributions from both sides remain at 2.5% for 2018-2019. Contributions in 2019 – 2020 will be as follows:

UK Theatre 3%

Musicians 3%

If you have any queries, or would like further details on the full agreement, please contact the live department by emailing [live@theMU.org](mailto:live@theMU.org)

Ends ...