



Sam Wanamaker Playhouse

The Agreement

This Agreement is made between the Shakespeare Globe Trust (hereinafter called "the SGT") of the one part and Equity of the other part.

Whereby it is agreed as follows:

1 Scope of Agreement

This Agreement sets forth in the following annexes hereto the minimum terms and conditions which shall be observed by the SGT for the employment of Performers and Stage Managers for theatrical performance under the direct management of the SGT in the Wanamaker Playhouse in the United Kingdom for the maximum periods set out in the said annexes.

The above-mentioned annexes are:

Definitions (Schedule 1)

Minimum Terms and Conditions applying to Performers and Stage Managers (Schedule 2)

Minimum Terms and Conditions applying to Performers only (Schedule 3)

Minimum Terms and Conditions applying to Stage Managers only
(Schedule 4)

Casting Agreement (Schedule 5)

Insurance Against Accidents at Work (Appendix 1)

Standard Contract for Performers

Standard Contract for Stage Managers

2 Duration of Agreement

The provisions of this Agreement shall commence on 1 November 2013. The Agreement shall subsist until 1 July 2014 or until terminated or revised by either party giving to the other notice accompanied (in the case of revision) by detailed proposals. Neither party may give notice prior to 1 June 2014.

As witness the hands of both parties hereto:

.....
For and on behalf of the Shakespeare Globe Trust

.....
For and on behalf of Equity

SCHEDULE 1: DEFINITIONS

The following words shall be understood to have or include the following meanings throughout this Agreement:

- 1.1 The “basic working week” shall mean the pattern of rehearsals and performances established for the Globe Theatre which are, either:
- i) Monday to Saturday in the initial rehearsal period and thereafter Tuesday to Sunday in performance
 - or:
 - ii) Monday to Saturday throughout the rehearsal and performance period, with a maximum of two performances a day.
- No artist will normally be required to perform more than eight times a week.
- 1.2 “Call” shall mean a rehearsal or performance, or travelling in excess of one mile between the place of rehearsal and performance, or shall mean a notification from the SGT to the artist that the artist is required to be present at a given place and at a given time in order to perform any of the services that the artist is required to perform under the provision of this Agreement. A rehearsal call shall begin at the time notified to the artist or at the time at which the artist shall be present whichever shall be the later, and shall include 15 minutes for putting on/removal of costume and/or make-up (30 minutes if full body make-up).
- 1.3 “Rehearsal” shall include (but without limitation) all classes, fittings, photo-sessions, Director’s notes or any other activity at which the SGT shall require the artist’s presence, but shall not include the artist’s voluntary attendance at any class or activity to which the artist is not required or formally called by the SGT.
- 1.4 “The half hour” shall mean the period immediately prior to the advertised time of the start of a performance and shall be of not less than thirty-five minutes duration. The half hour shall be deemed to be part of the performance.
- 1.5 “Performance” shall mean a call before a paying audience or audiences during which the artist is required to perform. A performance shall be deemed to begin at the start of the Half Hour. A performance shall be deemed to terminate fifteen minutes after curtain down (see 3.4.1 Additional Performances) or thirty minutes if extensive body make-up is worn.
- 1.6 “Emergency” shall be defined as circumstances beyond the reasonable control of the parties hereto requiring a call to be made for a performance, or a rehearsal, which cannot be called by normal notice or during normal rehearsal hours.
- 1.7 “Theatre” shall include any theatre, hall or place of performance at which the SGT may require the artist to perform during the engagement.
- 1.8 “SGT” shall include any authorised representative of the SGT.
- 1.9 “Artist” in Schedule 2 of this agreement shall be understood to refer to performers and stage managers.
- 1.10 “Minimum salary” shall mean the sum of money agreed annually between Equity and the SGT to be the minimum weekly sum to be paid by the SGT to an Equity member engaged by the SGT under the terms of this agreement.
- 1.11 “Stage Manager” shall include the stage management personnel unless the context requires otherwise.
- 1.12 “Costumes” shall include without limitation wigs or other hairpieces, clothes, tights, and footwear and every item of apparel provided for a performer to wear or worn by a performer on the direction of the director of a production at a rehearsal or performance of that production.

SCHEDULE 2

MINIMUM TERMS AND CONDITIONS APPLYING TO PERFORMERS AND STAGE MANAGEMENT

2.1 EXCLUSIVE SERVICES

The artist shall be deemed to be **engaged exclusively** by the SGT and during this engagement shall not work for any other company, institution or person without the prior written consent of the SGT, which shall not be unreasonably withheld.

2.2 SICKNESS AND ACCIDENT BENEFITS

An artist who is incapacitated for work because of sickness or accident on a working day or during a paid holiday will be entitled to receive Statutory Sick Pay (SSP), State Sickness Benefit and SGT Sick Pay provided he/she follows the procedures set out in this section.

2.2.1 Benefits

- 2.2.1.1 SSP will be payable for the first twenty-eight weeks of qualifying incapacity in each tax year in accordance with the provisions of the Social Security and Housing Benefits Act 1982, and subsequent amendments, orders and regulations thereto. The SGT will claim from the Government and pay to the artist such SSP benefits as the artist is entitled to receive.

The current rate of SSP benefit will be available upon enquiry to the Accounts Department or to any office of the Department of Social Security (DSS).

- 2.2.1.2 State Sickness Benefit will be payable for the twenty-ninth and any subsequent week of qualifying incapacity in each tax year in accordance with the provisions of the Social Security Act 1975, and subsequent amendments, orders and regulations thereto.

The SGT will notify the artist when his/her entitlement to receive SSP ceases and when his/her entitlement to receive State Sickness Benefit begins, whereupon the artist must personally apply to the DSS for the payment of such State Sickness Benefit as the artist is entitled to receive.

The current rates of State Sickness Benefit will be available upon enquiry to the Accounts Department or to any office of the DSS.

- 2.2.1.3 SGT sick pay will be payable at such a rate as will, added to any sum which the artist is entitled to receive from SSP or from that portion of State Sickness Benefit which is available to a single person in the artist's circumstances, provide for the artist from the combination of SGT sick pay and SSP or State Sickness Benefit an aggregate weekly income which equals in value either the artist's full weekly salary (the full rate) or half the artist's weekly salary (the half rate) as and for the periods set out in the following table:

During the first 12 months of a continuous engagement: four weeks at the full rate and four weeks at the half rate, but in respect of absence from work because of temporary total disablement arising from injury sustained while at work up to a maximum of one hundred and four weeks at the full rate.

After the completion of one year's continuous engagement: eight weeks at the full rate and eight weeks at the half rate, but in respect of absence from work because of temporary total disablement arising from injury sustained while at work up to a maximum of one hundred and four weeks at the full rate:

2.2.2 Notification and Certification

To qualify for the receipt of SSP, State Sickness Benefit or SGT sick pay an artist must fulfil the following requirements for notification and certification, irrespective of whether the incapacity for work starts on a working day or on a day (including weekends) on which the artists is not due to report for work or during a paid holiday.

2.2.2.1 Notification

The artist must ensure that his / her company manager or in the company manager's absence the appropriate stage manager receives a message by telephone or by other means not later than the earliest possible of:

- a) the first day of the artist's incapacity for work if that is a working day in the artist's department.
- b) the first working day in the artist's department following the start of the artist's incapacity to work.
- c) The seventh day of the artist's incapacity to work if the artist is on paid holiday at the start of the incapacity.

2.2.2.2 The message must notify the company manager or in the company manager's absence the appropriate stage manager:

- a) of the artist's incapacity for work
- b) of the reasons for the artist's incapacity for work.
- c) of the date on which the incapacity for work started if it began on an earlier day.

2.2.2.3 If the artist's company manager or in the company manager's absence the appropriate stage manager is not notified of the artist's incapacity as detailed in the previous paragraphs, the artist's right to receive sickness and accident benefits will be reduced.

2.2.2.4 Certification

If an artist is incapacitated for work on any period of five or fewer consecutive days (including working days, days [including weekends] when the artist is not due to report for work, and paid holidays) he/she must on the day of his/her return to work complete and give to his/her company manager, or in the absence of the company manager, the appropriate stage manager an SGT self-certification form (available on return to work from the company manager and the accounts department).

2.2.2.5 If the artist is incapacitated for work for any period of five or more consecutive days (including working days, days [including weekends] when the artist is not due to report for work, and paid holidays) he/she must obtain not later than the eighth day of the incapacity a doctor's certificate and send it immediately to his/her company manager. The SGT may require production of a doctor's certificate in respect of any period of incapacity for which neither SSP nor State Sickness Benefit is payable.

2.2.2.6 Notwithstanding the self-certification arrangements described at 2.2.2.4 above, no artist should delay seeing his/her doctor if he/she needs medical advice.

2.2.2.7 Before an artist's return to work after a period of incapacity the SGT may require him/her to be examined, at the SGT's expense, by a doctor nominated by the SGT.

2.2.3 Insurance Provision

2.2.3.1 Health and Safety Regulations

All members of the SGT are covered by employer's liability insurance in accordance with the Health and Safety at Work, etc, Act 1974. In accordance with this Act properly constituted Health and Safety Committees meet to which Equity members elect representatives at the start of each season.

2.2.3.2 SGT Accident Insurance Policy

The SGT has a personal accident insurance policy to cover all of its employees against injury caused by accidental means and sustained whilst engaged in their occupation with the SGT. Details of this insurance cover are given in Appendix 1.

2.3 HOLIDAYS

- 2.3.1 The artist shall be entitled to 0.54 days of holiday, with pay, in respect of each week of an engagement, including the rehearsal period.
- 2.3.2 A break of seven or more consecutive days during the period of the engagement shall be counted as part of the holiday allowance provided the artist shall have a minimum of five weeks notice of such a break. Official holiday once given shall not be rescinded without the artist's agreement.
- 2.3.3 A holiday shall be taken at a date arranged by the SGT but should there be no convenient time during the engagement for the artist to take all or part of the holiday entitlement the artist shall be paid at the end of the engagement for the number of days holiday remaining due to the artist. However, the artist shall not without the specific consent of the artist be required to work longer than 40 weeks without a break of at least 14 days and in any event shall work not more than 52 weeks without a break of 28 days.
- 2.3.4 Should the artist not work on a public holiday then such a day will form part of the artists holiday entitlement unless this falls on the artists nominated rest day.

2.4 DISCIPLINARY and GRIEVANCE PROCEDURES

2.4.1 Disciplinary Procedure

In the event that an artist engaged by the SGT is considered to have committed an act of misconduct or indiscipline, the following procedure should be followed:

- i) The SGT must set out in writing the artist's alleged conduct or characteristics, or other circumstances, which lead the SGT to contemplate dismissing or taking disciplinary action against the artist.
- ii) The SGT must send the statement or a copy of it to the artist and invite the artist to attend a meeting to discuss the matter.
- iii) The meeting must take place before action is taken, except in the case where the disciplinary action consists of suspension.
- iv) The meeting must not take place unless-
 - (a) The SGT has informed the artist what the basis was for including in the statement under paragraph 2.4.1(i) the ground or grounds given in it.
 - (b) The artist has had a reasonable opportunity to consider their response to that information.
 - (c) The artist has been informed of their right to be accompanied by an Equity representative, colleague or other person of their choice.
- v) The artist must take all reasonable steps to attend the meeting.
- vi) After the meeting, the SGT must inform the artist of its decision and notify the artist of the right to appeal against the decision if they are not satisfied with it.
- vii) The SGT may issue a first warning that further unsatisfactory conduct may render the artist liable to dismissal. The warning should take the form outlined in 2.4.4 (below). A first warning shall remain effective for three months (see clause 2.4.5)
- viii) If the artist wishes to appeal, the artist must inform the SGT.
- ix) If the artist informs the SGT of their wish to appeal, the SGT must invite the artist to attend a further meeting.
- x) The artist must take all reasonable steps to attend the meeting.
- xi) The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- xii) After the appeal meeting, the SGT must inform the artist of its final decision.

- 2.4.2 If, within three months of having received a first warning, as described in 2.4.1 of this agreement, an artist is considered to have committed a further act of unsatisfactory conduct the procedure outlined in 2.4.1.(i) to (xii) shall be followed. Following steps (i) to (vi) the SGT may give the artist a second warning that further unsatisfactory conduct may render the artist liable to dismissal. A second warning shall remain effective for six months.

2.4.3 If within six months of having received a second warning as described in 2.4.2 of this agreement an artist is considered to have committed a further act of unsatisfactory conduct the procedure outlined in 2.4.1.(i) to (xii) shall again be followed. Following steps (i) to (vi) the SGT may give the artist a final warning that further unsatisfactory conduct may render the artist liable to dismissal. A final warning shall remain effective for six months.

2.4.4 If an artist receives a final warning as described in 2.4.3 of this agreement and subsequently is considered to have committed a further act of unsatisfactory conduct the procedure outlined in 2.4.1.(i) to (xii) shall again be followed. Following steps (i) to (vi) the SGT may at its discretion forthwith terminate the engagement of the artist with or without giving the notice of termination.

A first warning, a second warning or a final warning shall be given to the artist in writing in the following form:

WARNING following UNSATISFACTORY CONDUCT

To:
(artist warned)

Copies to: SGT Equity Deputies
Equity Organiser, West End and Standing Companies
SGT Theatre Department

FIRST/SECOND/FINAL Warning:

In accordance with Clause 2.4.1 of the agreement between Equity and the Shakespeare's Globe Trust I now warn you that your conduct is unsatisfactory because:

.....
.....

I warn you that if you commit a further act of unsatisfactory conduct you will be liable to dismissal according to the procedures set out in Clause 2.4 of the Equity / SGT agreement.

A **first warning** remains effective for **three months**.

A **second warning** or **final warning** remains effective for **six months**.

Signed:
(Production Manager)

Date: Time:

I,have received this warning.

or

I,have witnessed delivery of this warning

2.4.5 For the protection of all staff of the SGT nothing herein contained shall prejudice the right of the SGT to suspend or dismiss an artist instantaneously and without previous warning on the grounds of gross misconduct. The following are grounds for instant suspension or dismissal, but should not be considered exhaustive:

- i) Theft of or malicious damage to Company property.
- ii) Incapacity for work due to being under the influence of alcohol or non-prescribed drugs.
- iii) Physical assault and fighting
- iv) Sexual harassment
- v) Serious breach of safe working practices
- vi) Abusive behaviour including sexist, racist and other oppressive behaviour.
- vii) Using obscene or abusive language or indulging in unseemly conduct and by so doing bringing the company or theatre or the SGT into disrepute.
- viii) Deliberately inserting or omitting any words or business without the approval of the SGT.

- 2.4.6 Nothing herein contained shall prejudice the right of the SGT to terminate the artist's engagement and/or to deduct a proportionate part of the artist's weekly salary having regard to the number of performances being given in any week in the event of the artist being absent from any rehearsal or performance or part thereof from any cause other than illness or accident.
- 2.4.7 If the engagement is cancelled because of misconduct the artist shall be paid at the rate of one eighth of a week's salary for each performance given up to and including the day of misconduct.
- 2.4.8 Any disagreements arising from the termination of the engagement because of misconduct shall be dealt with according to the disagreement procedure set out in 2.20.22 of this agreement.
- 2.4.9 **Modified Disciplinary Procedure**
These should be only used in cases where an artist has been dismissed for misconduct immediately after the discovery of the misconduct, and where the SGT was entitled to dismiss without notice and it was reasonable for the SGT to dismiss before conducting an investigation into the allegations against the artist.
- (i) The SGT must set out in writing -
 - (a) the artist's alleged misconduct which has led to the dismissal,
 - (b) what the basis was for thinking at the time of the dismissal that the artist was guilty of the alleged misconduct, and
 - (c) the artist's right to appeal against dismissal, and
 - (d) send the statement or a copy of it to the artist.
 - (ii) If the artist does wish to appeal, the artist must inform the SGT.
 - (iii) If the artist informs the SGT of their wish to appeal, the SGT must invite the artist to attend a meeting.
 - (iv) The artist must take all reasonable steps to attend the meeting.
 - (v) After the appeal meeting, the SGT must inform the artist of its final decision.
- 2.4.10 **Grievance Procedures**
In the event that an artist has a grievance the following procedure should be followed:
- (i) The artist must set out the grievance in writing and send the statement or a copy of it to the SGT.
 - (ii) The SGT must invite the artist to attend a meeting to discuss the grievance.
 - (iii) The meeting must not take place unless-
 - (a) The artist has informed the SGT what the basis for the grievance was when they made the statement under paragraph (i).
 - (b) The SGT has had a reasonable opportunity to consider its response to that information.
 - (iv) The artist must take all reasonable steps to attend the meeting.
 - (v) After the meeting, the SGT must inform the artist of its decision as to its response to the grievance and notify them of the right to appeal against the decision if the artist is not satisfied with it.
 - (vi) If the artist does wish to appeal, the artist must inform the SGT.
 - (vii) If the artist informs the SGT of their wish to appeal, the SGT must invite the artist to attend a further meeting.
 - (viii) The artist must take all reasonable steps to attend the meeting.
 - (ix) After the appeal meeting, the SGT must inform the artist of its final decision.
- 2.4.11 **Modified Grievance Procedure**
This should only be used where an artist's employment has ended, the standard Grievance Procedure has not been completed and both parties agree to use the modified procedure.
- (i) The artist must set out in writing:
 - (a) the grievance
 - (b) the basis for it
 - (c) send the statement or a copy of it to the SGT.
 - (ii) The SGT must set out its response in writing and send the statement or a copy of it to the artist.

2.5 RESIDENCE AND TRAVEL

2.5.1 The artist shall not without the written consent of the SGT reside more than 60 miles from the theatre in which he/she is appearing, and should such written consent be given the SGT shall, notwithstanding have no liability to reimburse any travel expenses incurred between the artist's residence and place of work except in the event that normal public transport becomes temporarily unavailable.

2.5.2 The artist shall ensure that the address of their current place of residence is recorded by the company manager and the stage door keeper at any theatre at which they may be performing. The artist shall immediately inform the company manager and the stage door keeper of any change of address.

2.5.3 Late Night Transport

Should the artist be detained for rehearsal or performance until after midnight or beyond the time at which appropriate public transport ceases to be available, whichever is the earlier, the SGT shall reimburse the artist for any reasonable additional expense which the artist may incur in obtaining transport from the place of rehearsal or performance to the artist's current place of residence.

2.6 ABSENCE FROM BASE

The artist shall not be absent from the place where they are performing at a distance greater than 60 miles or for a period in excess of 20 hours without first having obtained the permission of the SGT and if such permission is granted the artist shall inform the company manager and stage door keeper of the artist's temporary address.

2.7 COSTUMES AND MAKE-UP

2.7.1 Costume Call

Any costume call arranged by the SGT prior to the start of rehearsals shall be subject to the Artist's approval (the SGT reimbursing the Artist for such second class rail or London Transport fares as the artist may have incurred and if the call exceeds 4 hours including travelling time paying the artist a meal allowance of £23.50).

2.7.2 All costumes to be worn by an artist shall be provided and maintained in good repair by the SGT and shall remain the property of the SGT. The artist shall remain responsible for all their costumes and shall be liable for any damage other than fair wear and tear occasioned by performances and shall return all costumes to the SGT at the end of the run of any production. The SGT shall have the right to regard any breach of this clause as misconduct and to deal with the matter as set out in 2.4 of this agreement.

2.7.3 On no account (except in case of emergency, when the company manager, or in the company manager's absence, the stage manager, shall be consulted and their permission obtained) shall the artist alter or give instructions for the alteration of any costumes or omit the wearing of all or part of any costumes or take all or any part of any costumes away from the theatre for any purpose. The SGT shall have the right to regard any breach of this clause as misconduct and to deal with the matter as set out in 2.4 of this agreement.

2.7.4 The artist shall provide basic make-up and remover. Where specialist make-up is required, it shall be provided by the SGT. Body make-up shall also be provided and the means of removal where necessary. Specialist assistance will, where necessary, be provided.

2.8 DRESSING ROOMS

2.8.1 The artist shall accept and occupy the dressing room and/or office accommodation assigned to them. The SGT shall, except in an emergency, provide clean, warm and well-ventilated office and dressing room accommodation and rehearsal spaces, together with drinking water, hot water and washing facilities.

2.8.2 An artist shall not normally be required to warm-up, rehearse, or perform in a temperature less than 16 degrees centigrade. If an artist is required to dance or undertake strenuous physical activity then the temperature in the working area shall normally be no less than 18 degrees centigrade. Dressing rooms will normally be no less than 18 degrees centigrade.

2.9 SCRIPTS

- 2.9.1 The SGT shall provide the artist with a script for any production in which the artist is to appear. All scripts handed to the artist shall remain the property of the SGT and shall be returned to the SGT whenever notice to that effect is given. Should an artist lose or damage a script or scripts beyond normal wear and tear, the artist shall be responsible for payment to the SGT of the cost of the replacement.

2.10 THEATRE RULES

- 2.10.1 The artist shall comply with the rules of any theatre at which the SGT may be rehearsing or performing and with all rules made by the SGT in so far as they do not conflict with the terms of this agreement and provided that a copy of these rules shall be displayed on the notice board where they apply.
- 2.10.2 In no theatre in which the artist may be performing shall the artist go into the front of the public parts of the theatre during a performance or address the audience or bring anyone not engaged in the theatre behind the scenes without the express permission of the SGT.

2.11 ATTENDANCE AT THE PLACE OF PERFORMANCE

The artist shall be present at the place of performance not later than the start of the half hour, and shall sign any list or register that the SGT may require, in order to assist the SGT to confirm that they are present. The artist shall remain present until the end of the performance. If the artist is not present the company manager, or in the company manager's absence the stage manager elected to deputise, shall determine at any time after the start of the half hour the procedure to be followed, and that person's decision shall be final.

2.12 NOTICES

- 2.12.1 Any notice of a call placed upon a notice board at the artists' entrance to any theatre or place in which the artist shall be rehearsing or performing shall be deemed good and sufficient notice. Except in respect of rehearsals during the period of technical and dress rehearsals, preview performances and the first two performances following a cast change, notices of calls shall, whenever possible, be posted on the notice board at the artists' entrance by the SGT by 5.00pm on the day preceding the call. Any call not posted by 7.00pm on the day preceding the call shall not be binding. Calls for Tuesday shall be posted by 7.00pm on Saturday in the first three weeks of rehearsal and by 1.00pm on Sunday in all other weeks. Calls for Monday shall be posted by 7.00p.m. Friday. Any call not posted in accordance with these arrangements shall not be binding.
- 2.12.2 Any other notice or communication from the SGT shall be deemed good and sufficient if it is in writing and addressed to the artist at the theatre or place where the artist shall be rehearsing or performing or at the last address notified by the artist to the SGT as their place of residence or care of an agent appointed by the artist to represent them.
- 2.12.3 Any notice from the artist to the SGT shall be addressed to the appropriate representative of the SGT at any theatre or other place where the SGT shall have offices or be performing.

2.13 SUSPENSION

2.13.1 Suspension of Engagement

The SGT may suspend this engagement for any period during which any theatre or place at which the artist was to have been performing shall be rendered unfit for use by fire, flood, tempest or other accident or during which any necessary license for performance therein shall be withheld or during which it shall be necessary to suspend performance by reason of war, disturbance, royal demise, pestilence, national calamity, strikes, lock-outs or other causes beyond the control of the SGT provided that during any period of such suspension the SGT shall pay the artist the minimum weekly salary, and provided that at the end of four weeks of such suspension, either party shall have the right to consider the contract to be at an end.

2.13.2 Suspension of Artist

The SGT may at any time and whether the name of the artist be advertised or not, omit the artist from any performance or from any number of performances, in which case the artist shall not withstanding such omission continue to be paid salary in respect of such performances as shall take place and in consideration of such payment all obligations on the SGT to advertise the artist or to allow the artist to perform whether expressed or implied and whether arising out of this agreement or otherwise shall cease. The SGT shall not suspend the artist without giving the artist detailed reasons for such suspension, and in writing if requested to do so by the artist. Further, the SGT shall not suspend the artist for longer than 72 hours without reporting the fact to Equity. Any disagreement arising from the suspension of the engagement or the suspension of the artist shall be dealt with according to the Disagreements Procedure set out in 2.19 of this agreement.

2.14 PUBLICITY

On no account may an artist be interviewed by the press nor may press matter or photographs be given to the press by the artist or any agent acting on their behalf on matters pertaining to their engagement with SGT without the written consent or the SGT first being obtained, such consent not to be unreasonably withheld.

Unless otherwise agreed in writing the SGT shall have the right to use the artist's photograph, name and voice in publicity. Neither the artist nor the SGT shall offer personal photographs of an artist for sale without the agreement of both parties, such agreement not to be unreasonably withheld.

The SGT may make use of recorded material (including video recorded material) for promotional purposes, without commercial exploitation, subject to the prior agreement of Equity and the individual artists concerned, such agreement not to be unreasonably withheld.

Any press call shall be considered as part of the working hours and subject to relevant overtime payments under the agreement as applicable.

The SGT may record snatches of lyrics, crowd noises or individual group voice/tracks to be used as background to the production. Work on such recording shall be regarded as part of rehearsal hours. If an artist whose contribution is publicly identifiable leaves the production the material concerned shall be re-recorded.

2.15 RECORDINGS

2.15.1 Archival Recordings

The artists shall allow the SGT to make or cause to be made for SGT educational and archival purposes only sound, vision or sound and vision recordings of any production in which the artist performs provided that under no circumstances shall such a recording be permitted to be played or exhibited in public or sold or used for any other than the SGT educational / archival / transfer, or rehearsal purposes and is to be clearly marked as such. Access is allowed to bona fide scholars or theatre practitioners for private study.

2.15.2 Electronic Press Kits

It is agreed between the SGT and Equity that the SGT will be able to make video recordings to be used as Electronic Press Kits (EPKs) as follows:

- 2.15.2.1 A filming call to make an EPK will last no longer than 3 hours. Material filmed can include interviews, actual performances or rehearsals.
- 2.15.2.2 An extract of up to ten minutes completed edited recording may be used for promotion, publicity or educational purposes. An extract of up to three minutes (broadcast duration) from an EPK may be supplied for use on radio or television for news or topical programmes.
- 2.15.2.3 EPKs, or extracts, may be used on the internet, but this is limited to ticket sales sites related to SGT activities and approved educational web sites. Extracts may be used on news websites, but their use is limited to three minutes duration.
- 2.15.2.4 Overseas use of EPKs is limited to SGT tours. Should a commercial producer be involved a fee will be paid to each participating artist.

- 2.15.2.5 An additional payment will be made to each participating artist if the material is incorporated into a television commercial. This payment will be in accordance with the relevant Equity Agreement for commercials.
- 2.15.2.6 The use of EPKs will be limited to three years after its filming, or up to one year following the final performance of the filmed production, whichever is the earlier. If an EPK is used after this period a relevant extract fee will be paid to each performer and stage manager involved in the making of the EPK.

2.16 MATERNITY, PATERNITY AND PARENTAL LEAVE

2.16.1 Ante-Natal Care

An artist who is pregnant is entitled to paid time off work to attend appointments for ante-natal care. The right applies to all pregnant artists, there is no requirement for a minimum period of employment. The artist must produce evidence of any such appointments (after the first one) should it be required by the SGT

2.16.2 Maternity Leave

The artist shall be allowed forty weeks leave of absence that may not begin until 11 weeks before the expected week of confinement. An artist who has been employed for 26 weeks at the beginning of the fourteenth week before the expected week of confinement, is entitled to an additional 26 weeks leave.

2.16.3 Maternity Pay

Artists shall be entitled to maternity pay as follows:

For the first 10 weeks of absence: full pay

For the next 10 weeks of absence: half pay

For the next 6 weeks of absence: Statutory Maternity Pay

2.16.4 Notification

The artist must notify the SGT of the expected confinement as soon as possible and in any event, not less than 14 weeks before the date of confinement (earlier notice would be appreciated). The artist must also inform the SGT at this point of her intention to return to work after her confinement, and provide a certificate of maternity (MAT B1)

The artist shall notify the SGT in writing at least one week in advance of the date on which she intends to return to work. The SGT shall have the right to delay her return to work for a period of four weeks from the date of such notification.

2.16.5 Paternity Leave

An artist shall have the right to five days' paternity leave on full pay provided that

- (a) He shall give at least 10 weeks notice in writing of the date when the leave is expected to be needed, and
- (b) Such leave may be refused over the period of dress rehearsals, the first performance or press performance of a new or newly revived production, or in an auditorium which carries no understudy if no other suitable arrangements can be made. An artist employed for a 26 weeks at 14 weeks before the baby is born shall be entitled to a week's paternity leave as part of parental leave entitlement.

The right to paternity leave will follow current statutory guidelines and any additional statutory paternity leave will be paid at the statutory rates.

2.16.6 Parental Leave

The right to parental leave shall be in accordance with the current legislation.

2.17 MOVEMENT OF SCENERY AND/OR PROPS

It is accepted between Equity and the SGT that the character and style of SGT productions frequently require members of Equity to move scenery and/or props in costume.

2.18 EQUITY MEETINGS

The SGT shall co-operate with Equity in making arrangements for meetings of Equity members at reasonable times and for reasonable durations, but no such meeting shall impede any performance and Equity shall use its best endeavour to arrange meetings at such times as will not impede rehearsals. The SGT shall schedule a company meeting to allow for the election of the Equity Deputy to be held during production or whenever the full company is assembled.

2.19 THEATRICAL TOUR (Overseas only)

In the event of overseas touring, all artists shall be issued with either a standard SGT/ Equity contract, or a host union contract if appropriate and agreed with Equity and the host union. The Theatres National Committee Addendum for Overseas Touring shall form an addendum to all such contracts.

2.20 DISAGREEMENTS PROCEDURE

2.20.1 Joint Conciliation Procedure

2.20.1.1 Should any disagreement arise between a member or members of Equity and the SGT with regard to the observation, meaning or interpretation of this agreement or on any other matter and should this disagreement not be resolved immediately, then the following joint conciliation procedure shall be followed.

Within 72 hours after the event that gave rise to the disagreement, the matter shall be considered by the Equity member or members concerned, the Equity deputy and the SGT company manager.

If the disagreement remains unresolved the matter shall within 72 hours of the meeting under stage 2.19.1.2 be considered by the Equity officer responsible for Equity members concerned in the disagreement and the SGT chief executive, each of whom may at his/her discretion invite the participation in person and/or in writing of any of those who have participated at an earlier stage of this procedure.

If the disagreement remains unresolved the matter may, by agreement between the Equity general secretary and the SGT chief executive, within 72 hours of the meeting under stage 2.19.1.3 be considered by the Equity general secretary and the SGT chief executive or their nominated representative, each of whom may at his/her discretion invite the participation in person and/or in writing of any of those who have participated at an earlier stage of this procedure, and should the disagreement remain unresolved it shall be dealt with under 2.20.2.

2.20.2 Arbitration and Theatre Councils

2.20.2.1 Subject to 2.20.2.2 and 2.20.2.3 below, any disagreement or question whatsoever which shall arise between the parties to any artist's contract or their representatives and touching that contract or the

construction of application thereof or of any clause or thing contained in or in any way relating to that contract or the affairs dealt with therein or thereunder or the rights, duties or

liabilities of the parties to the contract shall, if the parties are unable to agree, be referred to two arbitrators, one to be appointed by each party in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification thereof for the time being in force. One arbitrator shall be nominated by the SGT and the other arbitrator (to be appointed by the artist) shall be nominated by Equity. Provided that this clause shall not in anyway affect or restrict the rights of either party to an artist's contract to apply to the court for relief by way of injunction or for an order for specific performance.

- 2.20.2.2 Notwithstanding the provision of 2.20.2.1 above any, disagreement arising from the Forms of Contract for performers and stage managers from 2.4 and 2.13 hereof shall be referred not to arbitration but to the appropriate theatre council and theatre council's power in relation thereto shall be as set out in 2.20.2.6 hereof.
- 2.20.2.3 Notwithstanding the provisions of 2.20.2.1 above, any matter coming within such provisions shall, if the SGT and Equity jointly agree, be referred not to arbitration but to the appropriate theatre council and the theatre council's power in relation thereto shall be set out in 2.20.2.6 hereof.
- 2.20.2.4 Failing such agreement as provided for in 2.20.2.2 and 2.20.2.3 or if either the SGT or the artist should be unwilling to accept any such recommendation (as distinct from a decision) then the matter shall proceed to arbitration in accordance with 2.20.2.1.
- 2.20.2.5 If the complaint is made to or by the SGT or to or by Equity that the provisions of this agreement are not being fairly observed the SGT or the artist (through Equity) shall ask for a decision by the appropriate theatre council upon such complaint and the theatre council's power shall be as set out in 2.20.2.6 below.
- 2.20.2.6 The appropriate theatre council shall give a recommendation or decision within seven days of the date when the complaint is lodged. If the council shall decide in favour of the complainant it shall be entitled to shall order such compensation by and /or make such other directions as it think fit as regards the SGT or the artist in respect of whom the complaint has been made. If the artist or the SGT shall fail to comply with the decision then the council may take such action in reaction thereto as in it discretion it shall deem proper.

SCHEDULE 3

MINIMUM TERMS AND CONDITIONS APPLYING TO PERFORMERS ONLY

3.1 CONTRACT AND SALARY

- 3.1.1. The performer's contract shall specify those roles which the performer has agreed to undertake and those roles (if any) which the performer has agreed shall be nominated by the director at a later date.
- 3.1.2 The SGT shall pay the performer from the start of the engagement a salary which shall not be less than the sum currently agreed between the SGT and Equity to be the minimum salary for a performer.
- 3.1.3 In consideration of the SGT paying to the performer the salary as specified in 3.1.2 above, the performer may be required to work each day at performance and/or rehearsals for the hours set out in 3.2 of this agreement (called in this agreement "the basic hours of work"). Additional hours which the performer may be required to work in accordance with 3.3 of this agreement, shall be paid at premium rates (called in the agreement "overtime payments")
- 3.1.4 The SGT shall make contributions to the Equity Personal Pension Scheme on behalf of the member, in accordance with the rates currently in force, as agreed between SOLT and Equity.

3.2 BASIC HOURS OF WORK

3.2.1 Basic Working Week

The basic working week shall be, either:

- 3.2.1.1 46 hours (exclusive of breaks) from Monday to Saturday in the initial rehearsal period and, at a nominated time no later than the first performance week, from Tuesday to Sunday inclusive. Such change of week to be preceded by a two-day break.
- or:
- 3.2.1.2 46 hours (exclusive of breaks) from Monday to Saturday throughout the rehearsal and performance period.
- 3.2.1.3 Subject to 3.4.1 the working week of the Globe shall include a maximum of fourteen performances of which an artist will not work more than eight performances without additional payment.

3.2.2 Basic Working Day

- 3.2.2.1 The basic working day shall be 12 hours and shall include rehearsals and performances as called. The basic daily 12 hours are inclusive of breaks called from first call to final release.

3.3 OVERTIME PAYMENTS

3.3.1 Overtime (Excluding Additional Performances)

Overtime shall be paid on a weekly basis for all hours over the basic working day or basic working week (subject to 3.2.1.1 and 3.2.2.1) whichever shall be the greater. The basic unit of calculation shall be as set out below:

	BASIC WORKING DAY hours (inclusive of breaks)	BASIC WORKING WEEK hours (exclusive of breaks)	SINGLE TIME UNIT (fraction of weekly salary)
	12	46	1/46th

Provided always that the basic unit of overtime shall not exceed one forty-sixth of that salary which is one and one third times the sum currently agreed between the SGT and Equity to be the minimum sum

for performers. Time and a half shall be one and one half times single time and double time shall be twice single time.

3.3.1.1 Before Midnight

For all hours of overtime worked between 8:30am and midnight in excess of the basic hours of work set out in 3.2 of this agreement, the SGT shall pay the performer at the rate of time and a half for each hour or part thereof.

3.3.1.2 After Midnight

When a performer is required to commence a period of overtime before midnight, which ends after midnight, the performer shall be paid at the rate of time and a half for each fifteen minutes or part thereof for any period before midnight and at the rate of double time for each hour or part thereof after midnight.

3.3.1.3 Any period worked after midnight shall be considered to be in sequence to and not separate from the period of work before midnight, except that any hours so worked by the artist after 1.00 am shall be deemed to be a call for that day and paid appropriately.

3.3.1.4 Midnight Matinee

When an artist is required to give a midnight matinee performance he/she will be paid at the agreed rate of double time for each hour or part thereof after midnight. Further the SGT will reimburse for any late night transport costs as may be required or provide accommodation for those artists receiving subsistence allowance.

3.3.1.5 Monday Work (on a Tuesday to Sunday week)

When the performer is required to work on a Monday in accordance with 3.2.1.1 the SGT shall pay the performer one third of the performer's actual salary or one third of one and one third times the minimum salary for performers, whichever shall be the less for a call of not more than seven hours (exclusive of breaks). Each hour or part of an hour worked in excess of seven hours (exclusive of breaks) shall be paid for at the rate of double time, subject to a minimum payment of four hours.

3.3.1.6 Monday Travel (on a Tuesday to Sunday week)

When the performer is required to travel but not to rehearse or perform on a Monday he/she shall receive a payment of one third of the minimum salary for performers. Except in the case of overnight breaks as set out in 3.5.4, payments for infringed breaks shall not be made on the days when the performer is travelling only.

3.3.1.7 Sunday Work (on a Monday to Saturday week)

When the performer is required to work on a Sunday in accordance with 3.2.1.2 the SGT shall pay the performer one third of the performer's actual salary or one third of one and one third times the minimum salary for performers, whichever shall be the less for a call of not more than seven hours (exclusive of breaks). Each hour or part of an hour worked in excess of seven hours (exclusive of breaks) shall be paid for at the rate of double time, subject to a minimum payment of four hours.

3.3.1.8 Sunday Travel (on a Monday to Saturday week)

When the performer is required to travel but not to rehearse or perform on a Sunday he/she shall receive a payment of one third of the minimum salary for performers. Except in the case of overnight breaks, as set out in 3.5.4, payments for infringed breaks shall not be made on the days when the performer is travelling only.

3.3.1.9 Public Holidays

When the performer is required to rehearse, travel and/or perform on a public holiday he/she shall receive an additional payment of one-sixth of the performer's actual salary or one-sixth of one and one-third times the minimum salary for performers, whichever shall be the less. The SGT will endeavour not to call rehearsals on public holidays other than in the period immediately preceding the first performance of a new or newly revived production. Each hour or part of an hour worked in excess of

seven hours exclusive of breaks) shall be paid for at the rate of double time, subject to a minimum payment of four hours.

If a Bank Holiday Monday falls in a week in which the Artist is required to work Tuesday to Sunday, then either overtime will be paid as above for the day following the Bank Holiday or a nominated day off in lieu will be given within four weeks.

3.4 SUPPLEMENTARY PAYMENTS

3.4.1 Additional Performances

For each performance worked in excess of eight in any one week the SGT shall pay the performer one eighth of their weekly salary and the SGT agrees to consult Equity before scheduling more than two performances in one day provided that in respect of a ninth performance in any week which arises by virtue of a trilogy of performances being given on a single day, payment for such a ninth performance shall be at the appropriate basic or overtime rate provided for in this agreement and no payment of one eighth of weekly salary shall be made. In the event of the performer being required to take part in two separate performances which are taking place simultaneously, the terms for so doing shall be subject to discussion between the SGT and the performer, but the performances shall not be regarded as separate for the purposes of calculating the total number of performance given by the artist in any week (see 3.2.1.2)

3.4.2 Subsistence Allowances

- 3.4.2.1 The SGT shall pay the subsistence allowance as stipulated by the current SOLT/Equity Agreement to any performer who is working more than 60 miles from the address of his/her permanent residence (as initially set out in their form of engagement). This distance is to be assessed in accordance with the Automobile Association definitions.

3.5 WORK BREAKS

3.5.1 Short Breaks

The performer shall not be required to rehearse for more than three hours without a break of at least fifteen minutes. The most senior stage manager present shall ensure that the performers' break occur or that the performers' agreement to infringe the break is obtained. In any case of an infringement of such a break the SGT will make a supplementary payment of fifteen minutes at an overtime rate of time and a half.

3.5.2 Meal Breaks

The SGT shall make provision during the working day for a lunch break and a supper break (at least once every 5 hours where reasonable and practicable) each of at least one hour's duration, excluding costume and make-up removal/putting on time (see 1.3). The performer shall not be required to rehearse for more than four hours continuously (inclusive of short breaks, provided no payment has been made under 3.3.1) immediately prior to either of these two breaks. During dress rehearsals there will be an additional minimum time of ten minutes for removal of costume/make-up and fifteen minutes to put on costume and make-up if required. In any case of an infringement of this break the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

3.5.3 Pre-performance

- 3.5.3.1 If the artist is required to rehearse and perform on the same day, then the artist's last rehearsal call shall cease not less than one and three-quarters hours before the advertised time of the start of the performance except where the place of the artist's last rehearsal call is more than one mile from the theatre at which the artist is to perform in which case the artist's last rehearsal call shall cease not less than two and a quarter hours before the advertised time of the start of the performance. In any event there shall be a break of at least one hour free of all calls between the end of a rehearsal call and any pre-performance call. In the case of an infringement of this break the SGT will make a supplementary payment of one hour at an overtime rate of time and a half. These periods may be reduced in the case of an emergency as defined in 1.6, but if the period is so reduced, the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

- 3.5.3.2 If the performer is required to give more than one performance in any one day, there shall be a break of at least 75 minutes between the end of one performance and the start of the next performance. This provision may be varied by agreement with Equity after consultation with the cast.
- 3.5.3.3 The performer shall have a break of at least one hour between the end of a performance and the beginning of a subsequent rehearsal i.e. a break of one hour fifteen minutes after curtain down.

3.5.4 Performance Call

A performance call shall be deemed to commence from the pre-show warm-up to the post show out of costume and make-up. In no event is this call to run longer than five hours before a meal break. In any case of an infringement of this break the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

3.5.5 Overnight

The performer shall have a break of not less than 11½ hours between the end of a rehearsal or performance and the first call of the following day, except in the case of an emergency as defined in 1.6, and with the specific consent of the performer. The length of this break period may be reduced only with the consent of the performer and by the SGT making to the performer a payment at the rate of double time for each hour or part thereof by which the break shall have been reduced.

3.5.6 Compensatory Rest

- 3.5.6.1 If an overnight break of at least 11½ hours cannot be given, the performer will be given compensatory rest, equivalent to the period of rest not taken, within two weeks of the date of the breach.
- 3.5.6.2 If a weekly entitlement to rest (24 hours) cannot be given the performer will be given compensatory rest, equivalent to the period of rest not taken, within eight weeks of the date of the breach.

The above is in addition to any overtime payable.

3.6 BILLING

The manager shall have the sole right to determine the inclusion and/or the position of the artist's name and size or nature of the type on all posters, leaflets, programmes and advertisements. The artist will have the opportunity to see copy of their biographical details that may be included in any programme, such copy to be returned to the publications department within their specified deadline. The manager will ensure that permanent cast changes are reflected in programme credits at the earliest reasonable opportunity, which will normally be by the insertion of programme slips wherever programmes are sold, or, when time does not allow, by notice prominently displayed at box office and in the theatre foyer and by an announcement from the stage.

3.7 FIGHT CAPTAIN

Where a Fight Captain is appointed, that person should be approved by the Fight Director. The responsibilities of the Fight Captain will commence from the date the production opens and not during the rehearsal period. Responsibilities will not include teaching or working with understudies. The Fight Captain will be paid the minimum rate applicable for a head boy/girl/dance captain as stipulated by the current TMA/Equity Commercial Theatre Agreement.

SCHEDULE 4

MINIMUM TERMS AND CONDITIONS APPLYING TO STAGE MANAGERS

4.1 SALARY

- 4.1.1 The SGT shall pay the Stage Manager from the start of the engagement a salary that shall not be less than the sum currently agreed between the SGT and Equity to be the minimum salary for a stage manager.
- 4.1.2 In consideration of the SGT paying to the Stage Manager the salary as specified in 4.1.1 above, Stage Management may be required to work each day at performances and/or rehearsals for the hours set out in 4.2 of this agreement (called in this agreement “the basic hours of work”). Additional hours that Stage Management may be required to work in accordance with 4.3 of this agreement shall be paid at premium rates (called in this agreement “overtime payments”).
- 4.1.3 The SGT shall make contributions to the Equity Personal Pension Scheme on behalf of the member, in accordance with the rates currently in force, as agreed between SOLT and Equity.

4.2 BASIC HOURS OF WORK

4.2.1 Basic Working Week

- 4.2.1.1 The basic working week averaged over the season shall be;
- 4.2.1.2 46 hours (exclusive of breaks) from Monday to Sunday
- 4.2.1.3 One day off will be given in every seven day period. A minimum notice of fourteen days will be given. If, in an emergency Stage Management staff are required to work on their nominated day off – overtime will be paid and a further day off given within the next 14 day period.

No Stage Manager will be required to work more than SIX consecutive days without a day off or the appropriate payment.

If Stage Management are required to work on a seventh consecutive day, a day off in lieu will be given within the following 14 day period.

Stage Management will NEVER be required to work more than 13 consecutive days without a day off

- 4.2.1.4 Subject to 4.4.1 the Globe Theatre’s basic working week shall include a maximum of fourteen performances but no Stage Manager will work more than eight performances without additional payment.

4.2.2 Basic Working Day

The basic working day shall be 12 hours and shall include rehearsals and performances as called. The basic daily 12 hours are inclusive of breaks from first call to final release.

4.3 OVERTIME PAYMENTS

4.3.1 Overtime (Excluding Additional Performances)

Overtime shall be paid on a weekly basis for all hours over the basic working day or basic working week (subject to 4.2.1.1 and 4.2.2.1) whichever shall be the greater. The basic unit of calculation of overtime shall be as set out below:

	BASIC WORKING DAY hours (inclusive of breaks)	BASIC WORKING WEEK hours (exclusive of breaks)	SINGLE TIME UNIT (fraction of weekly salary)
	12	46	1/46th

Provided always that the basic unit of overtime shall not exceed one forty-sixth of that salary which is one and one third times the sum currently agreed between the SGT and Equity to be the minimum sum for performers. Time and a half shall be one and one half times single time and double time shall be twice single time.

4.3.1.1 Before Midnight

For all hours worked between 08.30am and midnight in excess of the basic hours of work set out in 4.2.2 above, the SGT shall pay Stage Manager at the rate of time and a half for each hour or part thereof.

4.3.1.2 After Midnight

For each hour or part thereof worked after midnight and before 08.30am, the SGT shall pay Stage Manager at the rate of double time.

4.3.1.3 When Stage Managers are required to commence overtime before midnight which ends after midnight, the SGT shall pay Stage Managers at the rate of time and a half for each fifteen minutes or part thereof for any period before midnight and at the rate of double time for each hour or part thereof after midnight subject to a minimum payment of one hour for work done after midnight.

4.3.1.4 Any period worked after midnight shall be considered to be in sequence to, and not separate from, the period of work before midnight, except that any hours so worked by Stage Managers after 2.00am shall be deemed to be a call for that day and paid appropriately.

4.3.1.5 Midnight Matinee

When Stage Managers are required to give a midnight matinee performance he/she will be paid at the agreed rate of double time for each hour or part thereof after midnight. Further the SGT will reimburse for any late night transport costs as may be required or provide accommodation for those Stage Managers receiving subsistence allowance.

4.3.1.6 Monday Work (on a Tuesday to Sunday week)

If Stage Managers are required to be involved in rehearsal or performance on a Monday in accordance with 4.2.1.1 the SGT shall pay to the Stage Managers one third of his/her basic salary for a call of not more than seven hours (exclusive of breaks). Each hour or part of an hour worked in excess of seven (exclusive of breaks) shall be paid at the rate of double time, subject to a minimum of four hours.

4.3.1.7 Monday Travel (on a Tuesday to Sunday week)

When the Stage Managers are required to travel but not to be involved in rehearsal or performance or other duties on a Monday in accordance with 4.2.1.1 he/she shall receive a payment of one third of his/her basic salary. Except in the case of overnight breaks as defined in 4.5.5 payments for infringed breaks shall not be made on the days when the Stage Managers are travelling only.

4.3.1.8 Sunday Work (on a Monday to Saturday week)

If the Stage Managers are required to be involved in rehearsal or performance on a Sunday in accordance with 4.2.1.1 the SGT shall pay to the Stage Managers one third of his/her basic salary for a call of not more than seven hours (exclusive of breaks). Each hour or part of an hour worked in excess of seven (exclusive of breaks) shall be paid at the rate of double time, subject to a minimum of four hours.

4.3.1.9 Sunday Travel (on a Monday to Saturday week)

When the stage manager is required to travel but not to be involved in rehearsal or performance or other duties on a Sunday in accordance with 4.2.1.1 he/she shall receive a payment of one third of his/her basic salary. Except in the case of overnight breaks as defined in 4.5.5 payments for infringed breaks shall not be made on the days when the stage manager is travelling only.

4.3.1.10 Public Holidays

When the Stage Managers are required to work on a public holiday, he/she shall receive an additional payment of one sixth of the minimum salary for the stage manager pro rata. When a public holiday is statutorily designated to replace the traditional holiday of 26 December or 1 January, the stage manager may choose to receive the additional payment either in respect of the traditional holiday or in respect of the day of the statutory holiday. The SGT will endeavour not to call rehearsals on public holidays other than in the period immediately preceding the first performance of a new or newly revived production. Each quarter of an hour or part of a quarter of an hour worked in excess of seven (exclusive of breaks) shall be paid at the rate of double time subject to a minimum payment of four hours. If a Bank Holiday Monday falls in a week in which the Artist is required to work Tuesday to Sunday, then either overtime will be paid as above for the day following the Bank Holiday or a nominated day off in lieu will be given within four weeks.

4.4 SUPPLEMENTARY PAYMENTS

4.4.1 Additional Performances

For each performance worked in excess of eight in any one week the SGT shall pay the Stage Managers one eighth of their weekly salary. The SGT shall consult Equity before scheduling more than two performances in one day provided that in respect of a ninth performance in any week which arises by virtue of a trilogy of performances being given on a single day payment for such a performance shall be at the appropriate basic or overtime rate provided for in this agreement and no payment of one eighth of salary shall be made.

4.4.2 Subsistence Allowance

The SGT shall pay the subsistence allowance as stipulated by the current SOLT/Equity Agreement to any stage manager who is working more than 60 miles from the address of their permanent residence (as initially set out in their form of engagement). This distance is to be assessed in accordance with the Automobile Association definitions.

4.4.3 Emergency Cover

Where, in an emergency, a member of the Stage Management who would not otherwise have expected to be present, is called in to provide immediate performance cover for an absent member of the Stage Management and is available and agreeable to provide such cover, they shall receive an extra payment equal to one eighth of the minimum salary for the first performance. Thereafter a member of Stage Management who has already been allocated the responsibility to cover the function of the absent member of the Stage Management shall receive one twentieth of the minimum salary for each successive performance until such time as there shall be a formal rearrangement of duties. A member of the Stage Management who has not been previously allocated the responsibility to cover the function of the absent member of the Stage Management team shall receive one tenth of the minimum salary for each successive performance until such time as there shall be a formal re-arrangement of duties. (The minimum salary referred to, in this clause only, shall be the greater of the minimum salary of the absent member of the Stage Management team or the minimum salary of the Stage Management member providing the emergency cover).

4.5 WORK BREAKS

4.5.1 Short Breaks

A member of Stage Management shall not be required to rehearse for more than three hours without a break of at least fifteen minutes. Ensuring that this break is taken is the responsibility of the Stage Managers. In the case of an infringement of such a break the SGT will make a supplementary payment of fifteen minutes at an overtime rate of time and a half.

4.5.2 Meal Breaks

The SGT shall make provision during the working day for a lunch break and a supper breaks (at least once every five hours where reasonable and practicable) of at least one hour's duration. Stage Managers shall not be required to rehearse for more than four hours continuously without a lunch or

i

supper break. Stage Managers shall have break of at least an hour between the end of a performance and the beginning of any subsequent rehearsal. In any case of an infringement of this break the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

4.5.3 Pre-Performance

In the event of rehearsals taking place more than one mile from the theatre, Stage Managers shall have a break of not less than one hour free of travel between the end of rehearsal and the Stage Managers call for performance. This break may be reduced in the case of an emergency as defined in 1.6, but if a break is so reduced the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

4.5.4 Performance Call

A performance call shall be deemed to commence from the pre-show set-up and checks to the post show set-back or change round. In no event is this call to run longer than five hours before a meal break. In any case of an infringement of this break the SGT will pay for each hour or part thereof at an overtime rate of time and a half in units rounded up to the nearest 15 minutes.

4.5.5 Overnight

Stage Managers shall have a break of not less than 11½ hours between the end of one day's work and their first call on the following day. The length of this break period may be reduced only with the consent of the Stage Managers and by the SGT making to Stage Managers a payment at the rate of double time for each hour or part thereof by which the break shall have been reduced.

4.5.6 Compensatory Rest

4.5.6.1 If an overnight break of at least 11½ hours cannot be given, the performer will be given compensatory rest, equivalent to the period of rest not taken, within two weeks of the date of the breach.

4.5.6.2 If a weekly entitlement to rest (24 hours) cannot be given the performer will be given compensatory rest, equivalent to the period of rest not taken, within eight weeks of the date of the breach.

The above is in addition to any overtime payable.

4.6 TEAMS

A stage management team for a production shall comprise at least two persons.

4.7 PROGRAMME CREDITS

Programme credits for members of production team shall be on the same pages as and in the same size and style of type as members of the cast. The SGT shall use its best endeavours to encourage authors to comply with this provision in relation to published play texts.

4.8 TAKE OVERS

Except in the event of an emergency, should a member of the Stage Management team be required to take over a job on a production already in rehearsal or performance they shall be engaged for at least four performances of that production to work in conjunction with the stage manager they are to replace.

4.9 HANDLING OF PRODUCTION SCENERY

Additional Stage Management staff will be provided by SGT on the request of the Production Manager wherever the movement of rehearsal or production scenery is required ("scenery" shall not include

furniture and small scenic elements designed to be moved in performance). If Staff are not provide when requested, stage managers will not be required to move such scenery

If any are requested to transport SGT property of any sort in their own vehicle and agrees to do so, then the stage manager shall be reimbursed at the SGT's current mileage rate.

4.9.1 Sound Operation

Sound Operation will not normally form part of Stage Management duties, and Stage Managers shall not normally be required to operate sound. Stage Managers may decline to undertake sound operation if he/she feels that to do so would impede his/her ability to discharge his/her other duties

4.10 PRODUCTION BIBLES AND COVER SCRIPTS

In the event of an SGT production being transferred to the management of a third party, and that third party requiring the preparation of a full record of the production in an amended or extended "production bible", the SGT will ensure that involved in such preparation receive an hourly rate or other agreed payment from such a third party.

4.11 OFFICE, CHANGING AND WORK SPACE

The SGT shall use its best endeavours to provide sufficient appropriate working space for the need of Stage Management.

SCHEDULE 5

CASTING AGREEMENT

5.1 MEMBERSHIP OF EQUITY

- 5.1.1 The SGT recognises Equity as the sole representative organisation for performers and stage management engaged by the SGT and strongly recommends all such to become or remain members of the Union.
- 5.1.2 The SGT, insofar as it is reasonable and practicable, will only offer engagements to experienced professional performers and stage managers. In the event that performers and stage managers with little or no professional experience are engaged, the SGT shall inform Equity of the engagement as soon as is practicable.
- 5.1.3 The SGT seeks to create an international company and will therefore engage actors from countries within the European Union. The SGT will inform Equity of all such proposed engagements. The SGT will offer contracts to foreign actors from the EU that are identical to those offered to Equity members.
- 5.1.4 The SGT will offer engagements to foreign nationals from non-EU countries, and will inform Equity of all such proposed engagements (which will of course also be subject to approval by the Secretary of State to whom Equity may also make representations). Where such engagements are planned the SGT will make every endeavour to ensure that reciprocal opportunities are offered overseas to Equity members.

Appendix 1

The Shakespeare Globe Trust

Insurance Against Accidents at Work

SGT employees are covered by insurance under two policies:

1. Employer's Liability Insurance
2. Personal Accident Insurance

EVERY ACCIDENT MUST BE RECORDED ON AN SGT ACCIDENT REPORT FORM

1. Employer's Liability Insurance

1.1 Cover

Provides cover against costs and damages arising from an accident caused by the negligence of the SGT

1.2 Benefits

Without limit.

2. Personal Accident Insurance

2.1 Cover

Covers permanently and regularly employed employees against bodily injury caused by accidental means and sustained whilst engaged in their occupation with the SGT (but excluding daily travel between normal residence and normal place of work).

2.2 Benefits

Reimbursement of the necessarily incurred costs of private medical treatment (including physiotherapy) up to the value of £10,000 arising from treatment received following referral by an NHS doctor, PROVIDED that in an emergency the cost of one private consultation per accident may be claimed without referral by an NHS doctor.

Temporary total disablement: £100 per week from the seventh week for up to two years.

Permanent total disablement, loss of limb or eye, death: £40,000.

2.3 Exclusions

Intentionally inflicted self-injury, suicide or attempted suicide, aviation other than a passenger on a scheduled airline flight, war.

Injury directly or indirectly consequent upon the employee suffering from sickness or disease not directly resulting from injury sustained while engaged in occupation with the SGT.

THESE BENEFITS ARE AVAILABLE UNDER THE SGT'S COLLECTIVE POLICY. IT IS RECOMMENDED THAT INDIVIDUALS CARRY THEIR OWN PERSONAL ACCIDENT INSURANCE TOO.

The Shakespeare Globe Trust Agreement with Equity for the Wanamaker Playhouse

FORM OF CONTRACT FOR PERFORMERS

Copies to: The Artist, SGT Company Administrator, SGT Accounts, Equity

AN AGREEMENT made thisday of..... in the year
BETWEEN the Shakespeare Globe Trust of 21 New Globe Walk, London, SE1 9DT (hereinafter called the
SGT) on the one part

and.....
of.....

(hereinafter called "the artist") on the other part.

The terms and conditions of Schedules 1, 2, 3 and 5 of the Shakespeare Globe Trust agreement shall apply to
the engagement.

Period of Engagement: 1. The engagement shall start on.....
And terminate on.....

Details of Engagement: 2. The SGT engages the artist to play.....

Nomination of Base: 3. The SGT engages the artist to work in such theatres, halls and towns in
Great Britain as the SGT may require but for the purposes of this engagement, the
artist's nominated base shall be deemed to be: The Shakespeare Globe Theatre, 21,
New Globe Walk, London, SE1 9DT.

The current SGT subsistence allowance is per week

Salary: 4. The SGT shall pay to the artist a:

Rehearsal Salary of.....
From.....To.....(inclusive)
Performance Salary of.....
From.....To.....(inclusive)

If during the first week of the engagement the artist is unable to provide his/her services for more than three
days the SGT shall pay the artist only 50% of the artist's salary in respect of the first week of the engagement.

AS WITNESS the hands of the parties on the day and year first above written.

.....
For and on behalf of the SGT

.....
The artist

Equity No.....

If the artist does not wish the SGT to send a full copy of this agreement to Equity the artist should place a cross
in this box:

☐

FORM OF CONTRACT FOR STAGE MANAGEMENT

Copies to: The Stage Manager, SGT Company Administrator, SGT Accounts, Equity

AN AGREEMENT made this day of in the year.....
BETWEEN The Shakespeare Globe Trust of 21, New Globe Walk, London, SE1 9DT (hereinafter called "the
SGT") on the one part

and

of

(herein called "the stage manager") on the other part.

The terms and conditions of Schedules 1, 2, 4 and 5 of The Shakespeare Globe Trust agreement shall apply to
the engagement.

Period of Engagement: 1. The engagement shall start on.....

And terminate on.....

Details of Engagement: 2. The SGT engages the stage manager to work on the following productions:

.....

...and on such turnarounds as the SGT may require

Further productions to be nominated by the SGT.

Nomination of Base: 3. The SGT engages the artist to work in such theatres, halls and towns in
Great Britain and Northern Ireland as the SGT may require but for the purposes
of this engagement, the stage manager's nominated base shall be deemed to
be Shakespeare's Globe Theatre, London.

The current SGT subsistence allowance isper week

Salary: 4. The SGT shall pay to the stage manager the sum
of.....per week

AS WITNESS the hands of the parties on the day and year first above written

.....
For and on behalf of the SGT

.....
Stage Manager

Equity Number.....

If the stage manager does not wish the SGT to send a full copy of this agreement to Equity the artist should
place a cross in this box:

☐

INDEX

SCHEDULE 1 DEFINITIONS

SCHEDULE 2

MINIMUM TERMS AND CONDITIONS APPLYING TO PERFORMERS AND STAGE MANAGERS

- 2.1 EXCLUSIVE SERVICES
- 2.2 SICKNESS AND ACCIDENT BENEFITS
- 2.3 HOLIDAYS
- 2.4 DISCIPLINARY AND GRIEVANCE PROCEDURE
- 2.5 RESIDENCE AND TRAVEL
- 2.6 ABSENCE FROM BASE
- 2.7 COSTUMES AND MAKE-UP
- 2.8 DRESSING ROOMS
- 2.9 SCRIPTS
- 2.10 THEATRE RULES
- 2.11 ATTENDANCE AT THE PLACE OF PERFORMANCE
- 2.12 NOTICES
- 2.13 SUSPENSION
- 2.14 PUBLICITY
- 2.15 RECORDINGS
- 2.16 MATERNITY, PATERNITY AND PARENTAL LEAVE
- 2.17 MOVEMENT OF SCENERY AND/OR PROPS
- 2.18 EQUITY MEETINGS
- 2.19 THEATRICAL TOUR
- 2.20 DISAGREEMENT PROCEDURE

SCHEDULE 3

MINIMUM TERMS AND CONDITIONS APPLYING TO PERFORMERS ONLY

- 3.1 CONTRACT AND SALARY
- 3.2 BASIC HOURS OF WORK
- 3.3 OVERTIME PAYMENTS
- 3.4 SUPPLEMENTARY PAYMENTS
- 3.5 WORK BREAKS
- 3.6 BILLING

SCHEDULE 4

MINIMUM TERMS AND CONDITIONS APPLYING TO STAGE MANAGERS ONLY

- 4.1 SALARY
- 4.2 BASIC HOURS OF WORK

- 4.3 OVERTIME PAYMENTS
- 4.4 SUPPLEMENTARY PAYMENTS
- 4.5 WORK BREAKS
- 4.6 TEAMS
- 4.7 PROGRAMME CREDITS
- 4.8 TAKE OVERS
- 4.9 HANDLING OF PRODUCTION SCENERY
- 4.10 PRODUCTION BIBLES AND COVER SCRIPTS
- 4.11 OFFICE, CHANGING AND WORK SPACE

SCHEDULE 5

CASTING AGREEMENT

5.1 MEMBERSHIP OF EQUITY

APPENDIX 1

INSURANCE COVER

PERFORMER'S CONTRACT

STAGE MANAGER'S CONTRACT
