



# Performers' Collective Agreement (PCA) summary

The Performers' Collective Agreement 2024 (also known as the PCA) contains the standard working conditions for performers engaged in live theatre productions. It is negotiated between MEAA Equity (representing performers) and Live Performance Australia (representing producers).

This is a summary of the standard PCA. Variations to the PCA are negotiated for some productions – you can contact the MEAA Member Services Team to check. MEAA PCA contracts should be used for all live performance work. The standard contract for weekly engagement is attached to the Performers' Collective Agreement.

**Hours of Work:** Hours of work are up to a maximum of 38 hours per week, except during rehearsal weeks when 40 hours may be worked. 48 hours may be worked in the week before the first public performance in any city, or within any 18-month period during a tour to facilitate a major cast change. These extra hours are averaged over the course of the year (or your employment), and any additional hours worked over 38 after averaging must be paid at overtime.

An employee must not work more than 120 hours per fortnight (including overtime).

Hours can be worked between 9am (7am for travel and theatre for young audiences) and midnight, but no more than 8 hours in one day (or overtime is payable).

The minimum time to be credited to an employee for each whole time performance/dress rehearsal is 2.5 hours (not including making up and dressing down).

The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe or photo calls is 2 hours.

**Overtime:** Overtime is paid as time and a half for the first two hours and double time for each hour after that provided that when a performer's weekly (or casual) Negotiated Rate of Pay is greater than 133.33% of the minimum rate, the Overtime Rate will be capped at 133.33% of the performer's Negotiated Rate of Pay.

## Upper Salary Limit

Upper Salary Limit from 1/8/2024	\$4,995.72
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**Number of Performances:** The maximum number of performances that the Total Negotiated Weekly Rate includes is:

- 8 - for substantial whole time performances;
- 10 - for performances over one hour and less than 75 minutes (for theatre for young audiences productions with more than 1 performer only); or
- 12 - for performances up to one hour duration.

The Total Negotiated Weekly rate also covers 7 "Performance Shifts" which can apply to theatre for young audiences productions in particular circumstances.

**Performance Shifts:** Theatre for young audiences productions may schedule multiple short performances within a "performance shift". A performance shift can go no longer than 5 hours, inclusive of breaks, dressing up and undressing. In a performance shift, there will be a maximum of:

- 4 performances of up to 20 minutes;
- 3 performances of up to 30 minutes; and
- 2 performances of up to 45 minutes.

**9-Show Weeks:** There is a limit of six, 9-show weeks within a 12 month period. Rehearsals in a 9-show week must be unscheduled. Ensemble members, swings or covers may perform in a maximum of 17 performances per fortnight, unless the performer agrees to be in 18 performances a fortnight.

**Work on 7th day in the week:** For any work on the seventh day in a week, the employee will be paid an additional amount equivalent to one third of the weekly rate.

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**Work on Sundays:** Employees can be contracted to work on Sundays, but must be paid an additional fee for each Sunday worked (please see rates section). If not contracted to work on a Sunday, but required to travel on a Sunday (or any other day off), an employee will be paid one twelfth of the weekly wage.

**Public Holidays:** Any employee who works Good Friday or Christmas Day is paid an extra one quarter of their weekly wage.

Any employee who works any other public holiday is entitled to an extra amount of one sixth of their Negotiated weekly wage.

If work is not performed on a public holiday, the holiday will be regarded as a day that one of the full-time performances or two of the one-hour performances has occurred.

**Casual Employees – Rehearsal or Performance on a Public Holiday:** Any casual employee who works on a public holiday will be paid double their minimum rate per performance.

**Rest Breaks:** No employee will be required to work more than 4 hours without a meal break of one hour except with the agreement of the majority of the cast when the break may be extended to 5 hours. If this break is after 4pm it must be a break of 1.5 hours. These meal breaks are unpaid.

There will be a break of not less than 45min clear of dressing, undressing, making up or taking off make up between the conclusion of one performance and the commencement of another on the same day.

If there is a break of less than 2 hours between two performances, the employer will provide the employee with a satisfactory meal or pay for a meal.

A break of 11 clear hours between the end of one day and the commencement of another will be observed, except that on one day each week it may be reduced to 10 clear hours for publicity calls or for travel by air. The minimum

break between one full rehearsal and another full rehearsal/performance is 1.5 hours.

**Lay Off:** If an employee is engaged on one contract, producers can access up to 3 weeks for every 26 weeks that they are employed as 'lay-off' when a production is transitioning between cities. This means they can put the employee on their rehearsal salary during the transfer period. Once an Employer has utilised lay-off they then have to pay the employee's performance salary again, even if the show is still on a break.

**Annual Leave:** Performers accrue 4 weeks of annual leave each year. Performers may apply for annual leave at any time, and whether it is approved or not will be subject to a variety of factors, such as who else is on leave. An Employer may send performers on annual leave in very limited circumstance after six months of employment. After a year of employment, Employers may direct employees to take annual leave at any time with reasonable notice.

**Personal Leave:** Performers working a commercial theatre production, or in state theatre (if the employment is greater than 12 weeks), receive 10 days of personal leave upon commencement of a contract, and accrue a further 10 during the first year of employment and all subsequent years.

Performers working on a subsidised and/or not for profit production with employment that is less than 12 weeks, receive 5 days personal leave upon commencement of a contract, and accrue a further 10 days over the course of 12 months.

**Cultural Leave:** First Nations and Torres Strait Islander employees receive 10 days of non-cumulative paid leave at the commencement of employment for cultural purposes.

**Auditions:** Performers who are required to do more than 3 auditions in a 28 day period must be paid for each subsequent audition at the casual rate. A self-test tape counts as the first audition.



**Termination:** An Employer is required to give 3 weeks' notice to Employees of the conclusion of a tour which involves a run-of-show contract. A run of play with a production season of 5 weeks or less requires 2 weeks' notice.

If a performer has been engaged on a run of play contract for 14 months from their opening night performance, they can give 4 weeks' notice. The Employer cannot terminate the employee's employment without justification.

If an Employer fails to produce or present the production, they must pay the Employee 4 weeks' notice (or the period for which they were contracted if less than 4 weeks).

**Recording of Productions:** Appropriate contracting arrangements must be negotiated between producers, casts and MEAA. It is of vital importance that Performers do not stand in front of a camera or agree to have their voice recorded until they have spoken with MEAA and an appropriate agreement has been entered into which takes into account what usage is being proposed, for how long, and in what territories. Archival recording is permitted under the PCA, as is limited recording for publicity purposes.

**Promotion:** over the 3-year period following the close of a production, the minimum payment for the use of images or recording to promote future productions is:

- \$600 for commercial and state theatre companies and
- \$250 for small to medium and not-for-profit companies.

An Employer must put any requests for a Performer "takeover" of an Employer social media account in writing, and any "takeover" is counted as time worked. Any negotiations for the Performer to use their own personal social media page are separate and independent negotiations to the PCA employment contract.

**Special Attendance:** Prior to the commencement of employment, any special attendance for the purposes of wardrobe still photo shoots or any other matter in connection with the employer's business will be paid at the Casual Rehearsal Rate with a minimum call of two hours, plus any travel time. Travel costs are reimbursed.

**Superannuation:** The Superannuation rate under the PCA is the minimum superannuation guarantee. As of 1 July 2024, the rate is 11.5%, increasing to 12% on 1 July 2025. You should be receiving 11.5% Superannuation on top of your wage and this should be paid into your nominated Superannuation fund. MEAA Equity recommends Media Super.

**Traveling:** If an employee is required to travel for work, they must be provided with suitable accommodation (or appropriate financial remuneration which varies depending on what city they are in and whether they elect not to accept producer accommodation or the producer elects not to provide accommodation), and transport. Meals and incidentals are also payable (see travel allowances).

The suitable accommodation guidelines set out that accommodation provided by producers must:

- Be between 3 and 4 star;
- Have private bathroom facilities;
- Have tea and coffee making facilities and a refrigerator;
- Be within 15 km of the venue;
- Be serviced;
- Not be shared except in specific circumstances.

**Schools tours:** Some different provisions apply to schools tours, please contact MEAA Member Services Team for further information.