

FINAL SETTLEMENT FOR NEW WEST END AGREEMENT

APRIL 2013

Following the consultation that Equity conducted last month of our members working on a West End contract and an on-line survey of those who had worked on a West End contract in the last three years, the Equity Council at its meeting on 19 March made a decision how to proceed in the negotiations. Whilst the overall result of the consultation was a good majority wanting to accept the proposals, both at the company visits and by various other means, members expressed extreme concern about a settlement that allowed the managers to schedule two shows on a Sunday. Listening to members' concerns the Council responded to SOLT stating that it could only proceed with the settlement if the second show on a Sunday were done with the individual consent of the company members. It sought a meeting with SOLT to discuss the way forward.

At that meeting on 12 April SOLT expressed surprise at our response given that their proposals on Sundays had been a part of their claim at the outset and that Equity had received a majority vote to endorse the settlement. Their negotiators stated that it had been very difficult to keep everyone on their side on board and they felt they had to revise their position on the settlement offer. They initially stated that they would be **removing** the improvement to non-show injury and that the second show on a Sunday would have to be by a **majority** approval. Following negotiations SOLT eventually backed down on both of these points. The improvement in non-show injury was reinstated and they have agreed that the second show on Sunday would have to be by agreement of the company members. **It is excellent news for all those concerned about having to do a second show on a Sunday that approval would have to be by all those involved in order for a second show to go ahead (clearly if a few people did not want to do the second show it may still go ahead without their participation if alternative arrangements can be made).**

However, SOLT have insisted that, to be fair to their members who have had to seriously modify their offer, the backdating of the agreement would only now be to 1 April 2013 and that the two year deal would run from 1 April 2013 to 31 March 2015. Equity negotiators believe that whilst this is disappointing it is not critical given that the backdating will only be to 1 April rather than 14 January and we must not lose sight of the benefits of the new Agreement or what the alternative is. It would have been completely unrealistic to think that SOLT would not extract some change to their offer to offset against the loss of their two Sunday show proposal!

We would remind you, as stated in our previous newsletter, that achieving the removal of the one non leading understudy from the minimum weekly salary **unlocks** negotiations for Agents and Managers for each and every understudy responsibility. This is a major achievement. For example, even if the minimum payment is negotiated for a performer working in a Category A house with responsibility for one non leading role the minimum weekly payment would be £635.64 which represents a **4.6%** increase on the current minimum rate of £607.61, a **4.8%** for Category B and **5.15%** for Category C.

Whilst the overall settlement for this year is **2.2%**, 0.8% short of our ambition of 3%, there are additional small percentage amounts for Swings. For example the new category A minimum for swings will be £672.17 due to a **3%** increase on the Swing payment. For Stage Management the differential between grades has been uplifted from £50 to £51 which represents an increase for the DSM and SM of **2.35%**.

Again, we would repeat that this is a two year settlement, where both sides are dipping their toe in the water and making sure that the Agreement works for them. Both sides will be

monitoring how it works in practice and we will be able to claim again on the basis of real experience in a 2014.

To reject this settlement does not mean that SOLT will agree to reinstate the backdating to January 14th. If we reject this settlement, it means the offer will be withdrawn, there will be no more money, what we have gained will be removed and it is unlikely that we will ever be able to achieve the unlocking of the understudy responsibility payment from the minimum salary in the near to middle term future. We will at best revert to the status quo.

We are strongly recommending acceptance of this settlement as this is the best that we can achieve at the present time and will be the basis for improvements in the future.

For clarity, the proposals are set out below.

WEST END SETTLEMENT – DETAILED SUMMARY

CURRENT	PROPOSED
One non-leading cover included in the minimum salary Different rules apply to walking understudies	No covers included in minimum salary – all cover payments negotiable. Different rules apply to walking understudies
Non leading responsibility	Supporting role
Incapacity salary paid at half pay for up to four weeks for non-show injury	Full salary will be paid for non-show injury for up to four weeks. Also see * for conditions
No requirement to pay treatment costs after contract ends	Manager may pay treatment costs after contract ends. See **for conditions
Incapacity leave based on days and a limit on single days	Incapacity leave based on performances
	An increase in all minimum salary rates of 2.2% backdated to 1 April 2013 to give; Category A minimum - £620.98 Category B minimum - £564.52 Category C minimum - £508.07
	An increase in all minimum salary rates of 2% in April 2014 to give: Category A minimum - £633.40 Category B minimum - £575.81 Category C minimum - £518.23
Swing payment - £49.71	Swing payment - £51.20 – 3% increase
Overtime payments during rehearsals capped at £520	Overtime payments during rehearsals to be capped at applicable minimum salary
Ongoing EPK usage monthly payment £13.50	Ongoing EPK usage monthly payment £13.80
One Sunday performance allowed - paid at £55.23. Further performance by negotiation	One Sunday performances allowed – paid at £56.44 per performance. Second Sunday show by approval of company members, paid at Sunday show rate. In which case Monday is day off. Eight weeks notice required.

EPK can be used for five years	EPK can be used for 10 years with applicable payments
Stage management differentials - £50	Stage management differentials – 2% increase
	Managers can schedule twice a year a flexible fortnight consisting of a seven and a nine show week
Notice required by stage management claiming betterment – 4 weeks	Notice required by stage management claiming betterment – 6 weeks
Payment for background recording	No payment for background recordings
No single days of holiday allowed	Managers may give up to two single days of holiday per year and artists may ask for two single days of holiday
Artists are asked to do charity, award and promoting West End theatre events. A payment would usually be due for television appearances.	Artists will do reasonable press, publicity and promotion within working hours which will include television (not documentary or making of) appearances, award ceremonies, charity events (unless ethically, morally or religiously opposed) and events promoting West End theatre. Overtime will be paid where applicable. Artists cannot be required to work on their rest day.
	Managers will pay or provide transport to a publicity call if it is not the place of work and is outside Zone 1
Two weeks notice to be given of an EPK filming	10 days notice to be given of an EPK
Two weeks Paternity leave paid at full pay for the first week and SPP for second week (currently £135.45)	Two weeks paternity leave for those with 26 weeks employment (at 15 weeks before baby due) paid at full pay for first week and SPP (£135.45) for second
On a public holiday if public transport is not available then managers will pay for alternative within M25	If public transport is not available then managers will pay for reasonable alternative within M25
	Managers have confirmed their understanding that once holiday has been given it can only be withdrawn by consent
Programmes slipped for understudy performances apart from ensemble in large scale musicals. Written notice in foyer.	Managers have to inform audiences of understudy performances which might be announcement, slips or notice in foyer
Eight weeks notice of occasional extra performances	Where contract is less than 26 weeks then notice can be four weeks
If a call is cancelled with less than 24 hours notice it counts as work time	This would not apply during major cast change rehearsals and pre-production technical periods
If Artist absent for more than 6 weeks then management can terminate contract with two weeks' notice	If Artist contract is less than 16 weeks then termination can be after two weeks absence. Contract 16-26 weeks then termination after 3 weeks of absence

APPENDIX

* The Actor or member of Stage Management must not participate in any dangerous sports or activities for the duration of this contract without the prior approval of the Manager. This includes, but is not limited to: mountaineering or rock climbing; riding or driving in any kind of race; duelling or fighting; aeronautics or aviation other than as a passenger; organized/ competitive contact sports. If in doubt, the Actor or member of Stage Management must check with the Manager whose decision shall be final. It is understood that participating in organized / competitive contact sports as laid out in 3.2.5.7 above does not in itself mean that the Actor or member of Stage Management will be subject to disciplinary procedures; but if such participation leads to injury or any other inability of the Actor or member of Stage Management to fulfill his duties under this Contract, then he will be subject to clause 3.2.6 below and disciplinary procedures if applicable. 3.2.9.1 The Actor or member of Stage Management must consult with the Manager and receive the Manager's approval in advance of any treatment being carried out. The Manager has the right of approval of the healthcare provider, the type of treatment (including whether treatment is to be provided privately or by the NHS) and any costs of the treatment. The Manager will meet the costs of treatment only where his prior approval has been given of the healthcare provider, the type of treatment and of any costs if applicable. The Actor or member of Stage Management must provide the Manager with full information relating to his treatment, including details of any ongoing treatment where applicable.

**3.2.8.4 Where it is the opinion (given in writing) of the Actor's or member of Stage Management's physician, dentist, chiropractor, physiotherapist or osteopath that treatment needs to continue after the end of his contract with the Manager, the Manager may at his discretion pay for reasonable ongoing treatment for a pre-agreed period provided that his prior approval (as laid out in 3.2.8F.2) has been given. In relation to any injury sustained while not working under the Manager's direction, the Manager may, at his discretion, elect to meet the cost of such treatment. This does not, however, remove the obligation on the Actor or member of Stage Management to declare any pre-existing factor under clause 2.14.5 or to comply with 3.2.5.7 and 3.2.7.

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