

Agreement for
**Society of London Theatre
and Bectu**

From October 2017, amended January 2024

(version September 2024)

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DEFINITIONS

Agreement	As defined in clause 1.1 and 1.2.
Applicable Performance Call Minimum/Performance Call Minimum	The minimum call for duty.
Artists	Performers, stage management and/or musicians.
Average Weekly Earnings	Calculated as total weekly earnings (including all contractual payments) averaged over the previous twelve weeks (or the number of weeks worked if less than 12 weeks). If the Individual receives no earnings in one or more of those twelve weeks or did not work in one or more of those twelve weeks due to illness or injury, annual holiday or leave under clauses 2.8, 2.9.1, 2.9.2, 2.9.3 and 2.9.4, the total weekly earnings in the relevant number of weeks immediately prior to the twelve-week period are to be taken into account. An Individual's holiday pay may not be less than his/her basic weekly rate of pay immediately before the holiday is taken (pro rata where less than a complete week is taken).
Basic Hours	Working hours within set parameters of time of Call and length of Call that are paid at single time (or single time plus single time on top in the case of Performances on Sundays in accordance with Clause 2.17) and are not Overtime Hours or on a Public Holiday.
Buy-out	The pre-payment of overtime and/or additional payments due under the Agreement, paid on an average over the Engagement.
Call	A period of time for which the Individual is required to work by the Manager.
Commission	A sum of money paid to an individual for every sale he/she makes and which is included in gross earnings.
Contract	The particulars of an Individual's engagement under this Agreement and as included in the Letter of Engagement.
Emergency	An unexpected and sudden event that requires urgent measures to be taken that might not otherwise be appropriate under this Agreement.
Letter of Engagement	The Contract together with any addenda or riders thereto as signed by the Individual and the Manager.
Get Out	The dismantling and removal of the Production's scenery, properties, costumes, effects and/or electrical equipment after the final Performance.

Grade	Tier structure numbered from 1 to 10 of how an Individual may be engaged and remunerated within a department under this Agreement.
Head of Department	An Individual engaged at Grade 1 and with the most senior responsibilities within his/her department.
Individual	The generic term for anyone engaged under this Agreement.
Limited Fixed Season	A Production with a fixed run of performance weeks.
Manager	The person, company or authorised representative (eg Production Manager) of the person or company entering into a contract with an individual. The Manager may be a 'producing Manager' where the Individual is being contracted for an engagement to work on a particular Production, and/or a 'theatre Manager' where the Individual is being contracted for an engagement to work at a Theatre or Theatres.
Overtime Hours	Hours of Work outside Basic Hours and which are subject to a premium payment as specified in relevant section of the Agreement.
Performance	A presentation of the Production given before a paying audience.
Performance Staff	Individual(s) engaged for duties at Performance times and/or Rehearsal.
Press Night	The main performance to which the press are invited, sometimes known as first night or opening night.
Production/Current Production	The theatrical performance which the Individual has been engaged to perform duties for, or the theatrical performance being presented at the Theatre the Individual is engaged to perform duties at.
Production Period	The period up until two weeks after the day of the Press Night of the Production.
Production Workers	Additional stage and electrical staff (other than staff engaged under clause 3.1) engaged on an hourly basis during Production Periods up until and including the final dress rehearsal, and/or for the purposes of a Get Out.
Public Holiday	As defined in clause 2.7.3.3.1 or clause 2.7.4.3.1, whichever is applicable to the Individual.

Rehearsal	A run-through of a Production or part thereof with or without Artists.
Relief Performance Staff	An Individual engaged as temporary cover for the absence of Performance Staff.
Run of a Production	The period of time over which a Production has its first to final Performances.
Schedule	As defined in clause 1.2.
Service	Continuous service with the same Manager or at the same Theatre; or (other than for an Individual in their eleventh or subsequent years of service) an aggregate period of service in West End Theatres of not less than 20 Weeks within the preceding 26 Weeks or 40 Weeks within the preceding 52 Weeks in any year.
Skilled Production Worker	A Production Worker who is normally required to provide tools satisfactory to the Manager's requirements.
Stewards	The Union representative(s) accredited to the Theatre.
Sunday Concerts	A single day of one or two performances at the Theatre of a production that is separate and distinct from the Production the Individual is working on for the remainder of the Week.
Theatre	A performance house under membership of the Society of London Theatre.
Tour	Theatres other than in the West End.
Week	A period of 7 days commencing on a Monday. (NB – Not a week as used for the calculation of holiday pay under the provisions of the clauses in 2.7).
West End	The collective term as it is commonly understood for the theatres which constitute London's main performance houses and which are under membership of the Society of London Theatre.

SCHEDULE ONE – COLLECTIVE AGREEMENT

This Agreement (the “Agreement”) dated 2 October 2017 (amended 9 January 2024) is between The Society of London Theatre (the “Society”) and the Bectu sector of Prospect (the “Union”).

It is agreed as follows:

1.1 AGREEMENT NOT LEGALLY ENFORCEABLE

The Society and the Union accept that the Agreement is binding in honour upon them but that it is not intended to constitute a legally enforceable agreement. This disclaimer shall in no way affect the legal obligations arising between Managers (the “Manager”, “producing Manager” and/or “theatre Manager”) and the individual engaged (the “Individual”).

1.2 SCOPE OF AGREEMENT

1.2.1 In this Agreement “this Agreement” means this agreement and its schedules (“the Schedules”) as defined in clause 1.2.2. The Schedules set out the minimum terms and conditions which shall be observed by members of the Society for the engagement of an Individual in the following departments:

- Wardrobe
- Wigs
- Make-up
- Electrics
- Stage
- Automation
- Sound
- Box Office, including call centre operators
- Front of House
- House-keeping
- Stage door
- Fire
- Theatre / house managers (excluding the most senior site-based theatre manager)

at non-subsidised theatres managed or owned by members of the Society.

This excludes:

- national ticket agents or any other operator selling tickets and other services for West End Theatre unassociated with a SOLT member
- Dressers engaged directly by artists¹

1.2.2 It is agreed that where anything above a minimal amount of work covered by the Agreement is required, such work will be carried out by one of those employed in one of the relevant Bectu grades.

¹ It is assumed by both SOLT and Bectu that where a Dresser is engaged directly by the Artist(s) it will be on terms at least equivalent to those of this Agreement.

- 1.2.3 In this Agreement, Schedule means one of the Schedules as listed below:
- | | |
|------------|------------------------------|
| Schedule 1 | Collective Agreement |
| Schedule 2 | Common Conditions of Service |
| Schedule 3 | Department Conditions |

- 1.2.4 In this Agreement, "Appendix" means one of the appendices as listed below:
- | | |
|------------|---------------------------------------|
| Appendix 1 | Disciplinary and Dismissal Procedure |
| Appendix 2 | Grievance Procedure |
| Appendix 3 | Conciliation Board Procedure |
| Appendix 4 | Sample Drugs and Alcohol Policy |
| Appendix 5 | Rates of Pay |
| Appendix 6 | Sunday Performance Variation Requests |

1.3 **RECOGNISED TRADE UNION**

The Society recognises the Union as the sole trade union for the purpose of representing the interests of, and negotiating wages and working conditions for, an Individual covered by the Agreement.

1.4 **DURATION OF AGREEMENT**

This Agreement shall subsist from 2 October 2017 until 18 January 2026 and thereafter until terminated or amended by agreement. Either party may terminate the Agreement by giving 3 months' prior written notice (accompanied by details of the proposed revisions)."

1.5 **CONCILIATION BOARD PROCEDURE**

See Appendix 3.

1.6 **MUTUAL PROTECTION**

- 1.6.1 The Individual will render their best services to the Manager for whom they work.
- 1.6.2 The Individual will not cease work without proper notice or consent from the Manager or act collectively to cease work until the Manager and the Union have had the opportunity to resolve any matter in dispute through amongst others the mechanisms laid out in this Agreement.
- 1.6.3 The Manager will provide facilities for the deduction of Union subscriptions at source or will not raise objection to the Union carrying out the collection of subscriptions at a time agreed with the Manager. The Union will provide the Manager with adequate notice of the amount and effective date of any changes to subscriptions.
- 1.6.4 The Manager will display a notice on a staff notice board with the following wording: An agreement is in existence between the Society of London Theatre and the Bectu sector of Prospect. The agreement protects the mutual interests of the Individual and the Manager and amongst other things provides for the settlement of disputes. The management of this theatre in accordance with the agreement strongly recommends all Individuals in the appropriate grades to be members of the Union. A copy of the agreement is available from the Manager, the Heads of Department or Stewards.

1.6.5 The Individual shall clock-in and clock-out or sign an attendance and time book as may be required by the Manager.

1.7 **CONTRACTS OF EMPLOYMENT**

1.7.1 An Individual engaged under the terms of this Agreement will have had enough discussions to allow the Manager to issue a suitable letter of engagement in line with the specifications and timings laid down by current statute; notwithstanding which the Manager will use reasonable endeavours to issue such letter within 8 weeks of the commencement of the Individual's engagement.

1.7.2 Any addenda which forms a part of the Individual's letter of engagement shall not worsen the overall financial position the Individual might expect under the Agreement. Where an element of contractual entitlement is bought out for an enhanced sum, what is included in such enhanced sum or "buy-out" shall be clearly enumerated.

1.7.3 All such contracts shall include a clause setting out annual reviews for pay. In the event that a special contract does not include such a clause then the anniversary date of the SOLT/Bectu Agreement shall be the date on which pay reviews shall occur.

1.7.4 If the Individual is entitled to receive commission the Manager will inform them in writing of the commission rates in their letter of engagement or at the commencement of a new production whichever is relevant.

1.8 **PROBATIONARY PERIODS**

The terms and conditions applicable during any probationary period or any extension thereof will be set out in the Individual's letter of engagement.

1.9 **ACCREDITED STEWARDS**

The Union will notify the Manager of the name of the trade union representatives, safety representatives and Union learning representatives accredited to their theatre who have been elected or appointed in accordance with the Union's rule book.

1.10 **EQUAL OPPORTUNITIES**

The Society and the Union affirm their commitment to a policy of equal opportunity and fair engagement in connection with the engagement and treatment of the Individual regardless of age, colour, creed, disability, ethnic origin, marital or parental status, gender or sexual orientation.

1.11 **BETTER RATES OF PAY**

1.11.1 An Individual who at the time of the implementation of this Agreement enjoys basic rates of pay and/or conditions better than those set out in this Agreement, shall not have the same worsened by anything herein contained, and they shall continue to enjoy the same during their service with their present Manager.

1.11.2 An Individual regularly engaged at a West End theatre shall not be engaged to tour with a production on less favourable terms and conditions than those contained in this Agreement.

1.12 CONTRACTORS

Where in any theatre an arrangement is made by the Manager for a supply (or a sub-contract for supply) of an Individual for any department specified in this Agreement to work in the Theatre, such arrangement shall provide that their rates of pay and conditions of engagement shall not be less favourable than the terms and conditions of this Agreement.

1.13 WORK-BASED PLACEMENTS

Where students, interns and apprentices are offered work experience they will not take the place of an Individual who would normally be engaged under the Agreement.

1.14 PENSION CONTRIBUTIONS

The Individual will be entitled to pension contributions in accordance with the relevant legislation from time to time in force. An Individual who is already in an existing pension scheme with their Manager, shall not have their arrangements financially disadvantaged.

1.15 HEALTH AND SAFETY

1.15.1 It is the responsibility of the Manager to draw up and publish a written Health and Safety Policy appropriate to the workplace.

1.15.2 The Manager will consult fully with safety representatives and the Union, in accordance with the provision of the Health and Safety at Work Act 1974 (as updated by statute) and its associated regulations and codes of practice.

1.15.3 Where appropriate, the Manager will provide the Individual with training and, where necessary, suitable personal protective clothing and equipment. The Individual will comply with all training and instructions provided by the Manager and will co-operate with the Manager.

1.16 HARASSMENT, BULLYING AND VICTIMISATION

1.16.1 The Manager and the Union are opposed to all forms of harassment, bullying and victimisation; and are committed to providing and maintaining a working environment free from negative actions such as unfair, offensive, abusive, intimidating, humiliating or malicious behaviour. Any complaint will be taken seriously and investigated impartially by the Manager. If a complaint is upheld appropriate disciplinary action will be taken.

1.17 FACILITIES

1.17.1 Accredited trade union representatives, safety representatives and Union learning representatives are those members elected or appointed in accordance with the Union's rulebook to represent its members and notified to the Manager.

1.17.2 The Manager recognises that anyone elected as an accredited trade union representative, safety representative or Union learning representative has specific protection from law against victimisation or detriment as a consequence of carrying out his/her functions and duties.

1.17.3 In the event that an accredited trade union representative, safety representative or Union learning representative is subject to disciplinary action, the Manager will ensure that a Bectu full-time official is informed prior to any action taking place.

- 1.17.4 The Manager shall provide accredited trade union representatives with reasonable paid time off to undertake representation of individuals, preparation time for representation of individuals, joint negotiation, preparation for negotiation, recruitment of non-Union members and reporting back to members in Union only meetings.
- 1.17.5 The Manager shall provide accredited safety representatives with reasonable paid time off to investigate potential hazards and dangerous occurrences and examine the cause of accidents; to investigate Union members complaints; to make representations to the Manager on health, safety and welfare matters; to carry out inspections at least every three months and after a notifiable accident, dangerous occurrence or the contraction of a notifiable disease; to consult with and receive information from HSE inspectors and other enforcement officers; and to attend safety committee meetings.
- 1.17.6 The Manager shall provide accredited Union learning representatives with reasonable paid time off to advise Union members about training and learning; to analyse and research training and learning needs; to provide information and advice about training or learning matters; to arrange training and learning; to promote the value of training and learning; and to consult with the Manager about carrying out any such activities in relation to training and learning.
- 1.17.7 Accredited trade union representatives, safety representatives and Union learning representatives shall be given paid time off in order to undertake relevant training in connection with their duties.
- 1.17.8 The Union will give the Manager as much notice as is reasonably practical of any request for paid time off and will seek to minimise the effect this may have on work duties.
- 1.17.9 The Manager shall provide the Union with names of new staff on request and use his/her best endeavours to provide the accredited trade union representative with access to a telephone and computer equipment for trade union activities.
- 1.17.10 Upon the request of the Union for a meeting of members of the staff at a theatre, or a portion thereof, the Manager will give facilities for the holding of such a meeting in their theatres at a time mutually convenient (such time being outside performance and rehearsal times) and the Manager shall have the right to be present at such meetings or to be represented thereat by a representative of the Society.

1.18 **GRADES NOT SPECIFIED**

Nothing contained within the Agreement will prejudice the right of the Union to represent any grade not specified in the Agreement.

1.19 **NOMENCLATURE**

The terms and conditions of this Agreement apply equally for men and women notwithstanding the nomenclature used.

SCHEDULE TWO – COMMON CONDITIONS OF SERVICE

2.1 DISCIPLINARY PROCEDURES

See Appendix 1

2.2 GRIEVANCE PROCEDURES

See Appendix 2

2.3 MEAL BREAKS (excluding Production Workers – see clause 3.2.8.3)

2.3.1 An Individual is entitled to an unpaid meal break of one hour on completion of any continuous period of five hours work, including outside of basic hours. The meal break is to be taken at a time to suit operational requirements.

Where a call is for performances or performance-related duties only and covers more than one performance and where the first performance begins no later than 6 p.m. a meal break (unpaid) of half an hour shall be given at a time to suit operational requirements.

2.3.2 The minimum calls set out in clauses 3.1.4 and the respective minimum calls of the Performance Staff set out in Schedule 3 shall not be split by a meal break.

2.3.3 Where a meal break is not given or is infringed, half the single time rate extra will be payable for the period of the not given or infringed break. The aggregate payment will not be in excess of triple the single time rate.

2.3.4 The scheduled start time of a meal break can be moved by up to 15 minutes without infringement monies under clause 2.3.3 becoming payable provided that a full meal break is still given as described in clause 2.3.1.

2.4 WORKING TIME REGULATIONS

2.4.1 The reference period for the calculation of average working of 48 hours per week as laid down in the Working Time Regulations 1998 shall be 52 weeks or the actual period of engagement if less.

2.4.2 The Individual will be entitled to a break of 11 consecutive hours between the finish of one day's work and the start of the next day's work. If such a break cannot be given for operational reasons, compensatory rest equivalent to the period of rest not taken shall be given to the Individual within one month.

2.4.3 The Individual will be entitled to a break of 24 consecutive hours in each 7 day period. If such a break cannot be given for operational reasons then compensatory rest equivalent to the period of rest not taken shall be given to the Individual within two months.

2.4.4 Compensatory rest under this clause 2.4 shall be taken during basic hours.

2.5 REST PERIOD – CONTINUOUS WORKING

Where full time employees regularly employed at a theatre (excluding Firemen) and regularly employed Performance Staff so employed are required to work continuously at such theatre for 10 hours (exclusive of meal breaks) and work continues after 11.30 p.m. on any day (excluding Saturday) payment shall be at double time (but not in excess thereof unless clauses 2.3.3, 2.7.3 or 2.7.4 apply) until a 9 hour break is given.

2.6 NOTICE AND CANCELLATION OF CALLS

2.6.1 It shall be the duty of the Head of Department or Production Manager as appropriate to responsibly roster and notify the Individual of their calls for duty. Such calls will be arranged to meet the operational and cost management requirements of the theatre as laid out by the Manager.

2.6.2 Relating to the relevant Department Conditions of Schedule 3

2.6.2.1 Other than with the following exceptions, the roster of basic hours will be made available to the Individual not less than two weeks in advance of a call. Such exceptional circumstances are in an emergency, the closing of a theatre where alterations may be made the previous day, or during production periods up until two weeks after day of the press night.

2.6.2.2 Except in the case of necessary work on the current production, notice of all work required outside the rostered working hours shall be given not later than the day before such work is to be carried out and a break of ½ an hour shall be allowed between the end of the day's duty and resumption of work.

2.6.2.3 Other than in the exceptions set out in 2.6.2.1 and 2.6.2.2, if a call is cancelled, then at least 24 hours' notice shall be given otherwise a payment at the appropriate rate shall be made for the period of the scheduled call up to a maximum of 3 hours. Where a call that has been cancelled would have been part of basic rostered hours then no such additional payment is required.

2.6.3 Relating to Performance Staff

2.6.3.1 Other than with the exception set out in 2.6.3.2, a call may be rearranged with no less than 7 days notice.

2.6.3.2 During production periods and up until 12 days after the day of the press night a call may be arranged and/or rearranged day-by-day.

2.6.3.3 If a single time Performance Call is cancelled with less than 24 hours' notice the Individual will receive payment up to the maximum of their applicable Performance Call Minimum; except that this shall not apply until two weeks after the day of the press night.

2.6.3.4 If a call for overtime hours is cancelled with less than 24 hours' notice the Individual will receive payment up to the maximum of their applicable Performance Call Minimum; except that this shall not apply until two weeks after the day of the press night.

2.7 HOLIDAYS

- 2.7.1 The holiday provisions relevant to an Individual depends on an Individual's engagement start date and are split into two categories:
- (i) Individuals engaged on or after 2 January 2012 to whom clauses 2.7.2 and 2.7.3 apply; and
 - (ii) Individuals engaged up to and including 1 January 2012 to whom clauses 2.7.2 and 2.7.4 apply.

2.7.2 Applicable to each Individual (regardless of start date)

2.7.2.1 Holiday entitlement

The calculation of holiday entitlement under clauses 2.7.3 or 2.7.4 (as applicable) are subject to the following (which apply regardless of the engagement start date):

2.7.2.1.1 a "week" of holiday shall be equivalent to an Individual's normal working week (for example, for most resident full-time staff it constitutes 5 days);

2.7.2.1.2 holiday entitlement shall be calculated pro rata in the holiday year in which an Individual's engagement commences or terminates;

2.7.2.1.3 where the calculation of holiday entitlement results in a fraction of a day, it shall be rounded up to the nearest half day, except where a payment in lieu of holiday is being made;

2.7.2.1.4 the holiday year shall run from 1 January to 31 December;

2.7.2.1.5 holiday entitlement shall be accrued from the first day of engagement;

2.7.2.1.6 subject to clause 2.7.2.1.7 holiday must be taken in the holiday year in which it accrues;

2.7.2.1.7 subject to a maximum of 4 days (pro-rata for an Individual engaged on a part-time basis), holiday may, at the Manager's discretion, be carried over to the next holiday year provided it is taken by the end of June in that year;

2.7.2.1.8 Payment for annual holiday not taken

on termination of an Individual's engagement, the Manager shall pay an Individual in lieu of any accrued but untaken holiday. An Individual shall have no right to claim payment in lieu of holiday in any other circumstances;

2.7.2.1.9 Holidays taken in advance

on termination of an Individual's engagement if an Individual has taken holiday in advance of their entitlement, the Manager shall be entitled to deduct the overpayment of holiday pay from any money owed to an Individual; and

2.7.2.1.10 Offset of other amounts against holiday pay on termination

on termination of an Individual's engagement, the Manager shall be entitled to offset against any accrued holiday payment due any money owed by an Individual to the Manager, including basic wages for any period of contractual notice which an Individual is contractually obliged to give but has not given.

2.7.2.2 Holiday pay

2.7.2.2.1 (a) Subject to clause 2.7.2.2.2, a week's holiday pay shall be paid at the rate of an Individual's Average Weekly Earnings (as defined at clause 2.7.2.2.1(b)).

(b) "Average Weekly Earnings" for the purposes of clause 2.7.2.2 means total weekly earnings (including all contractual payments) averaged over the previous fifty-two weeks (or the number of weeks engaged by the Manager to date if an Individual has been engaged for less than 52 weeks) ("52-Week Period").

(c) Any week during the 52-Week Period in which an Individual received no earnings or did not work due to illness or injury shall be replaced by the week(s) immediately prior to the 52-Week Period for the purposes of calculating holiday pay under clause 2.7.2.2 and the leave under clauses 2.8 (Sick leave), 2.9.1 (maternity leave), 2.9.2 (paternity leave), 2.9.3 (Shared parental leave) and 2.9.4 (Adoption leave). For example, if an Individual received no earnings in week 4 of the 52-Week Period, the reference period would cover weeks one to three and weeks five to 53.^{1,2}

2.7.2.2.2 An Individual's holiday pay may not be less than an Individual's basic weekly rate of pay immediately before the holiday is taken (pro rata where less than a complete week is taken).

2.7.2.3 26th December/1st January

Where in any year 26th December or 1st January falls on a Saturday and that year's New Year's Day or Boxing Day Public Holiday is declared for a day (known as a 'substitute' day) other than 26th December and 1st January, the Union shall be entitled, by giving the Society not less than 26 weeks' prior written notice, to nominate either 26th December or the substitute day and/or 1st January or the substitute day as the day for performances on which the said extra payments of salary are payable and such nomination shall apply to all Theatres covered by this Agreement.

¹ No account should be taken of weeks preceding the 104 weeks prior to the start of the period of leave.

² If there are no complete weeks which can be taken into account, the amount which fairly represents a week's pay, having regard to specific statutory considerations, should be paid instead.

- 2.7.2.4 **Christmas Week/Holy Week and the week immediately following**
 - 2.7.2.4.1 subject to clause 2.7.2.4.2, the minimum number of performances paid to an Individual engaged as Performance Staff over the aggregate relevant two weeks shall remain at least the number paid to that Individual in a normal two week period for the relevant production; and
 - 2.7.2.4.2 performances may be shifted from one week to the other subject to two weeks' notice of change of roster.

2.7.3 **Individuals engaged on or after 2 January 2012**

2.7.3.1 **Holiday entitlement**

2.7.3.1.1 The annual holiday entitlement (which includes Public Holidays) of an Individual is as follows:

Working week	Entitlement per holiday year
5 day week	28 days including Public Holidays
6 day week	32 days including Public Holidays

2.7.3.1.2 Any Public Holiday under clause 2.7.3.1.1 on which an Individual's services are not required shall be treated as set out below provided it is not the Individual's rostered day off:

(a) in respect of Christmas Day, as a day of an Individual's holiday entitlement; and

(b) in respect of all Public Holidays other than Christmas Day, as a day of an Individual's holiday entitlement unless such entitlement has been exhausted or in exceptional circumstances will be exhausted during the holiday year due to the Manager having given prior agreement to a subsequent period of extended leave, in which case such Public Holiday shall be a day off without pay.

2.7.3.1.3 **Timing of Annual Holiday**

The exact date of holidays shall be fixed in consultation with the relevant Head of Department and at the discretion of the Manager. The consultation must take place at least four weeks (or less at the Manager's discretion) prior to the proposed start date of the holiday unless this is not reasonably practicable.

2.7.3.2 Single day’s holiday calculation

Where a single day’s holiday is taken the calculation of the holiday pay shall be as follows:

2.7.3.2.1 for an Individual engaged as Performance Staff: the day’s holiday pay shall be calculated by dividing the figure for a week’s holiday pay (calculated in accordance with clause 2.7.2.2) by the number of performances an Individual normally works in a week. If the day taken as holiday is a two-show day, the resulting figure is doubled; and

2.7.3.2.2 for an Individual engaged other than as Performance Staff: a day’s holiday pay (calculated in accordance with clause 2.7.2.2) shall be calculated by dividing the figure for a week’s holiday pay by the number of contracted days in a week.

2.7.3.3 Public Holidays

2.7.3.3.1 Definition of Public Holiday

For the purposes of clause 2.7.3 a “Public Holiday” shall mean a day declared as a Bank or Public Holiday under the Banking and Financial Dealings Act 1971, in common law, or by Royal Proclamation in respect of England and Wales. Where a substitute day is so declared that day shall be regarded as the Public Holiday, and the day for which it is substituted shall be regarded as an ordinary day.

2.7.3.3.2 Working on Public Holidays

An Individual required to work on a Public Holiday shall be paid at whichever of the following rates with corresponding days off in lieu as the Manager shall elect by 2 weeks’ prior notice to an Individual:

Rate	Days off in lieu
Single time	1
Double time	0

2.7.3.3.3 Good Friday

(a) The Manager shall give at least 4 weeks’ prior notice to an Individual of the requirement to work on Good Friday and an Individual may reject such requirement by giving counter-notice to the Manager no later than one week after receipt of the Manager’s notice.

(b) In the event that an Individual rejects the request to work under clause 2.7.3.3.3(a) Good Friday shall be treated as a day of holiday entitlement taken, provided such day is not an Individual’s rostered day off.

2.7.3.3.4 Christmas Day

An Individual shall not be called for duty on Christmas Day except in dire emergencies when work shall be voluntary and paid at triple time (but not in excess thereof) and an 8-hour minimum call shall apply.

2.7.3.3.5 Days off in lieu

Any days off in lieu due under clause 2.7.3.3.2 shall:

- (a) be taken at such time as is mutually agreed before the later of the termination of the current show and a period of 8 weeks from the Public Holiday to which the lieu day relates; or
- (b) by mutual agreement, be added to the Individual's holiday entitlement under clause 2.7.3.1.1 for the relevant year.

2.7.3.3.6 All overtime hours worked on a Public Holiday shall be paid at triple time (but not in excess thereof).

2.7.4 Individuals engaged up to and including 1 January 2012**2.7.4.1 Holiday Entitlement**

2.7.4.1.1 The annual holiday entitlement of an Individual is as follows:

- (a) Within the first five years of Service (calculated in accordance with clause 2.7.4.1.2(a)): 4 weeks per annum.
- (b) Within the sixth and subsequent years of Service (calculated in accordance with clause 2.7.4.1.2(a)): 5 weeks per annum.
- (c) Within the eleventh and subsequent years of Service (calculated in accordance with clause 2.7.4.1.2(b)): 5 weeks per annum plus an extra day per year of service, subject to a maximum of 30 days.

2.7.4.1.2 "Service" for the purposes of clause 2.7.4.1.1 shall be calculated as follows:

- (a) In respect of clauses 2.7.4.1.1(a) and 2.7.4.1.1(b) either:
 - (i) Continuous service with the same Manager or at the same theatre; or
 - (ii) An aggregate period of service in West End theatres covered by this Agreement of not less than 20 weeks within the preceding 26 weeks or 40 weeks within the preceding 52 weeks in any year.
- (b) In respect of clause 2.7.4.1.1(c), continuous service with the same Manager or at the same theatre.

2.7.4.1.3 Public Holiday during annual holiday
 If a Public Holiday falls within an Individual's annual holiday, an additional day's holiday shall be given within four weeks of such Public Holiday.

2.7.4.1.4 Timing of Annual Holiday
 Provided that an Individual gives 4 weeks' notice to the Manager (or less at the Manager's discretion), holiday may be taken at any time during the holiday year, subject to the Manager's discretion.

2.7.4.1.5 Alteration of Annual Holiday
 If an Individual is required by the Manager to alter the date of their holiday, the Manager will reimburse an Individual for any proven expenses incurred in connection with the rearrangement of any bookings for accommodation and/or travel.

2.7.4.2 Single day's holiday calculation
 Where a single day's holiday is taken, payment shall be calculated by dividing the figure for a week's holiday pay by the number of an Individual's contracted days in a week.

2.7.4.3 Public Holidays

2.7.4.3.1 Definition of Public Holiday
 For the purposes of clause 2.7.4 Public Holiday is defined as the following: 1st January, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, Boxing Day and such additional statutory holidays as may be declared, but if the 1st January and/or 26th December are not Public Holidays in any year by reason of falling on a Sunday the provisions of this clause shall not apply to 1st January and/or 26th December but shall apply to such alternative Public Holidays as are declared in lieu of such days.

2.7.4.3.2 Working on a Public Holiday
 An Individual required to work on a Public Holiday shall be paid at whichever one of the following rates with corresponding days off in lieu as the Manager shall elect by prior notice to an Individual:

Rate	Days Off In Lieu
Single Time	2
Double Time	1
Triple Time	0

2.7.4.3.3 Taking days off in lieu

Any day(s) off in lieu due under clause 2.7.4.3.2 shall:

(a) be taken at such time as mutually agreed before the later of the termination of the current show and a period of 8 weeks from the Public Holiday to which the lieu days relates; or

(b) by mutual agreement, added to an Individual's annual holiday entitlement for the relevant holiday year.

2.7.4.3.4 All overtime worked on a Public Holiday shall be paid at triple time (but not in excess thereof).

2.7.4.3.5 Good Friday

The Manager shall give at least 3 weeks' prior notice of the requirement for an Individual to work on Good Friday and an Individual shall be entitled to reject such requirement by giving counter-notice to the Manager no later than one week after receipt of the Manager's notice.

2.7.4.3.6 Work (other than on tour) on Christmas Day

An Individual shall not be called for duty on Christmas Day except in dire emergencies when work shall be voluntary and paid for at triple time (but not in excess thereof) and an 8-hour minimum call shall apply.

2.7.4.3.7 No call on Christmas Day or Good Friday

If no call is made for attendance on Christmas Day or Good Friday and the day on which these fall is a normal performance day for the current production in the theatre and an Individual is normally rostered to attend on that day the following shall apply:

(a) Individual employed as Non Performance Staff

An Individual engaged as Non Performance Staff shall be entitled to:

- (i) pay for the Basic Hours for the day at the rate normally applicable for the relevant day; and
- (ii) the number of hours indicated in the table at clause 2.7.4.3.8 shall count towards an Individual's Basic Hours for the relevant week.

(b) Individual engaged as Performance Staff

An Individual engaged as Performance Staff during Christmas Week or Holy Week who was so engaged on calls for the same production on the same day in the previous week shall be entitled to be paid, in respect of

such day, based on the number of calls (for the duration set out in the table at clause 2.7.4.3.8) worked on the corresponding day in the previous week. Where no performance(s) was given on the corresponding day of the previous week but performance(s) are normally scheduled on such day of the week an Individual in a once-nightly Production shall receive payment as for one call and those in a twice-nightly Production shall be paid for two performances at the appropriate rate.

2.7.4.3.8 *Table of hours to be credited under clause 2.7.4.3.7*

		Hours to be paid for or credited (at single time rate)	Normal working week
Staff and Electrical Staff	Once-Nightly Twice-Nightly	8 hours 8 hours	40 hours
Stage Performance Staff	Once-Nightly Twice-Nightly	3 hours min call 5½ hours min call	
FOH Performance Staff	Once-Nightly Twice-Nightly	6 hours min call 3¾ hours min call	
Wardrobe Mistress		8 hours	40 hours
Wardrobe Asst		8 hours	40 hours
Full-time Dresser	Once-Nightly Twice-Nightly	3¾ hours min call 5¾ hours min call	40 hours
Housekeeper		6 hours	36 hours
Cleaners		4 hours	40 hours
Box Office Staff		8 hours	40 hours
Fireman	Once-Nightly Twice-Nightly	5 hours min call 6½ hours min call	40 hours
Stage Door Keepers		8 hours	40 hours

2.8 SICK PAY

2.8.1 The Individual will receive payment during absence from work due to sickness or injury, subject to entitlement, provided they:

2.8.1.1 notify the Manager during the first day of absence or as soon as possible thereafter;

2.8.1.2 as soon as possible submit to the Manager a completed self-certificate;

2.8.1.3 if the absence lasts more than 7 days, submit a medical certificate and weekly thereafter, unless the medical certificate specifies a longer period. The Manager may require such a certificate to be supplied, at the Manager's expense, if the absence lasts more than 3 days.

2.8.2 Calculation of sick pay entitlement will be with respect to each tax year from April to April.

2.8.3 An Individual's sick pay entitlement will be as follows:

Length of service	Entitlement
Up to 26 weeks	28 weeks statutory sick pay
26 weeks to 2 years	28 weeks statutory sick pay made up to full basic wage for 8 weeks
2 years to 5 years	28 weeks statutory sick pay made up to full basic wage for 10 weeks
Over 5 years	28 weeks statutory sick pay made up to full basic wage for 12 weeks

2.8.3.1 Service in this context will be calculated on the same basis as for holiday entitlements.

2.8.3.2 Sick pay will be payable from the first day of absence.

2.8.3.3 Sick pay, whether or not including statutory sick pay, will be subject to deduction of tax and national insurance contributions.

2.8.4 The Manager will not be under any obligation to pay any larger sum or for any longer period than provided for in clause 2.8.3. Any additional payments will be ex gratia at the sole discretion of the Manager.

2.9 FAMILY FRIENDLY PROVISIONS

2.9.1 Maternity Leave/Pay

2.9.1.1 Subject to clause 2.9.1.2 below, maternity rights shall be in accordance with the relevant legislation as may from time to time be in force.

2.9.1.2 The following payments, which shall be inclusive of Statutory Maternity Pay (SMP), shall be made to the Individual. For the avoidance of doubt, an Individual shall not be entitled to maternity pay at the rates below unless the Individual satisfies the qualification and notification requirements for SMP.

Length of continuous service * ending with 15th week before the expected week of childbirth	Entitlement
26 weeks up to 2 years	10 weeks full pay + 16 weeks at the higher of 50% full pay and the lower rate of SMP + 13 weeks at the lower of the flat rate of SMP and 90% of average weekly earning
Over 2 years	12 weeks full pay + 14 weeks at the higher of 50% full pay and the lower rate of SMP + 13 weeks at the lower of the flat rate of SMP and 90% of average weekly earnings
Over 5 years	14 weeks full pay + 12 weeks at the higher of 50% full pay and the lower rate of SMP + 13 weeks at the lower of the flat rate of SMP and 90% of average weekly earnings
*Calculated on the same basis as for holiday entitlement under clause 2.7.1 or clause 2.7.4 as applicable.	
Note: In this context, 'full pay' includes any regular contractual payment.	

2.9.2 Paternity Leave/Pay

Paternity rights shall be in accordance with the relevant legislation as may from time to time be in force. An Individual with at least 26 weeks' continuous engagement (calculated on the same basis as for holiday entitlement under clause 2.7.1 or clause 2.7.4 as applicable) shall be entitled to 2 weeks' paternity leave at full pay.²

2.9.3 Shared Parental Leave

The Individual shall be entitled to Shared Parental Leave rights in line with statute and to pay in line with the provisions of clause 2.9.1.2.

² For clarity, entitlement to paternity leave and pay is per pregnancy.

2.9.4 Adoption Leave

Where the Individual adopts a child individually or where the Individual adopts a child jointly and is the joint adopter who chooses to take adoption leave, the Individual shall be entitled to statutory adoption rights in accordance with the relevant legislation from time to time in force. Where the Individual adopts a child jointly but is not the joint adopter who chooses to take adoption leave, the Individual may (regardless of gender) be entitled to statutory paternity leave rights.

2.9.5 Time off for dependants

The Individual shall be entitled to statutory time off for dependants in accordance with the relevant legislation from time to time in force.

2.9.6 Flexible Working

The right to make a flexible working request shall be in accordance with such relevant legislation in force from time to time.

2.9.7 Compassionate Leave/Pay

The Manager will not unreasonably refuse an application for compassionate leave without loss of basic hours pay for reasons of, for example, the bereavement or serious illness of an immediate family member.

2.10 TRANSPORT

2.10.1 When reasonable means of public transport are unavailable the Manager will arrange or pay for the Individual's transport to or from work subject to prior approval being given by the Manager.

2.10.2 Alternatively the Manager will pay the Individual at the appropriate rate for each fifteen minutes they are detained at a theatre up until 9.00am (or until transport is available if earlier). Outside of performance requirements the Manager will endeavour not to arrange working hours to prevent the Individual catching their last reasonable public transport.

2.11 LODGING ALLOWANCE

If the duties required of an Individual by the Manager are such that the Individual needs accommodation away from home then that will be provided at the Manager's expense (subject to the Manager's prior approval being given). This does not apply to an Individual engaged for a tour.

2.12 REDUNDANCY

In the event of the Manager contemplating any redundancies the Union will be consulted as soon as possible and in advance of the first redundancy taking effect.

2.13 PAYMENT OF WAGES

2.13.1 The Manager will inform the Individual of the dates on which payment of wages will be made. It is acknowledged that in most instances the engagement will provide for the Individual to be paid on a weekly basis.

2.13.2 The Manager will provide a breakdown of gross earnings including any commission on the payslip or appropriate supporting document.

2.13.3 Where an Individual (except with the consent of the Manager or due to illness) is absent from work when called for any part of the 40 hour basic week, the Individual's pay shall be proportionately reduced for the time lost.

2.13.4 **Expenses**

Expenses incurred by the Individual shall be reimbursed by the Manager subject to the Manager's approval being given prior to the expense being incurred (where practicable) and to appropriate receipt(s) being provided. It is understood that incidental expenses do not require such prior approval.

2.14 **CASUAL LABOUR – All Departments excluding Production Workers engaged under clause 3.2**

Casual Labour may be engaged in any department on terms and conditions no less favourable than those applicable to the department and section in which they are working at any given time.

2.15 **TELEVISION BROADCASTS AND FILMING**

Where an Individual is called to work in the theatre for the purposes of a visual recording on electronic media, a payment of one time extra shall be paid to such staff in respect of the hours worked to facilitate the recording. This payment shall not apply in respect of the recording of a rehearsal or performance for an Electronic Press Kit, for archival purposes, or for advertising or promotional purposes. (Note: All relevant Unions must be informed in advance of an archival recording.)

2.16 **NOTICE PERIODS**

2.16.1 The minimum periods of notice of termination of engagement applicable to the Individual and to the Manager will be as follows:

Length of Service	Notice from the Individual	Notice from the Manager
4 weeks to 2 years	2 weeks	2 weeks
In excess of 2 years	1 week for each complete year of service capped at a maximum of 6 weeks	1 week for each complete year of service capped at a maximum of 12 weeks

2.16.2 Payment of basic wages may be made in lieu of notice.

2.16.3 Where notice of termination of employment as a result of the closure of a production is given to an Individual who has been specifically engaged for the run of the production that will be supported by a notice on a notice board. Where notice of termination is given to an Individual not specifically engaged for the run of the production this is to be given individually, not by notice on a notice board.

2.17 SUNDAY PERFORMANCES AND SUNDAY CONCERTS

- 2.17.1 A Production may decide to schedule a Sunday Performance or Sunday Performances in accordance with this clause 2.17 provided that the Manager either:
 - i) has included provision for working on a Sunday in the Individual's Letter of Engagement; or
 - ii) gives the Individual and the Union representative not less than 8 weeks' written notice of the Performance schedule (the Sunday Notification).

- 2.17.2 Where a Production has already published a schedule including a Sunday Performance or Sunday Performances prior to 9 January 2024, the Manager shall be deemed to have provided the Sunday Notification provided that it acts in accordance with this clause 2.17 from 11 March 2024.

- 2.17.3 In any Week in which there is a Sunday Performance, the Individual's Basic Hours may be rostered on any day of the Week (including a Sunday) provided the total number of days rostered in each Week shall be in accordance with the Agreement.

- 2.17.4 For Sunday Performances and Sunday Concerts, the minimum Call for Basic Hours on a Sunday shall be:

Full-time individuals (whose minimum rates of pay are set weekly at Appendix 5)

	Hours
Stage and Electrics	8.00
Wardrobe and Wigs	8.00
Stage Door	8.00
Box Office	8.00
Housekeepers	4.00
Cleaners	4.00

Performance Staff (whose minimum rates of pay are set per show at Appendix 5)

	Hours
Stage and Electrics	4.50
Front-of-houses	3.75
Dressers	4.50
Performance Fireman	5.00
Production Workers	8.00

Different minimum Calls on a Sunday may apply for building or production maintenance or where the Individual's Call is not for a Performance and these are set out elsewhere in the Agreement.

- 2.17.5 Provided no Basic Hours have been rostered for the Individual on the same day, the minimum Call for Overtime Hours on a Sunday shall be: 8 hours for a full-time Individual; 4.5 hours for Performance Staff except a Performance Fireman and Production Workers; 5 hours for a Performance Fireman; and 8 hours for Production Workers. For the avoidance of doubt, there is no minimum Call for Overtime Hours on a Sunday if an Individual is also rostered Basic Hours on the same day. Different minimum Calls on a Sunday may apply for building or production maintenance or where the Individual's Call is not for a performance and these are set out elsewhere in the Agreement.
- 2.17.6 Basic Hours worked on a Sunday in accordance with this clause 2.17 shall be paid at single time plus single time on top.
- 2.17.7 Overtime Hours worked on a Sunday shall be payable in accordance with the Agreement.
- 2.17.8 Work on a Sunday for a Sunday Concert (as defined in the DEFINITIONS section at the start of the Agreement) shall be treated as Overtime Hours except where an Individual agrees for this work to be part of their Basic Hours in accordance with this clause 2.17.
- 2.17.9 An additional payment is to be made for television broadcasts and filming as set out at clause 2.15, if applicable.
- 2.17.10 A Production may decide to stop scheduling a Sunday Performance or Sunday Performances provided that the Manager gives the Individual and the Union representative not less than 8 weeks' written notice or has provided alternative provision in the Individual's Letter of Engagement.
- 2.17.11 Following receipt of a Sunday Notification, certain Individuals may request bespoke rostering arrangements subject to the policy and procedures set out at Appendix Six.
- 2.17.12 Where an Individual's Letter of Engagement does not include provision for working on a Sunday and following receipt of a Sunday Notification, such Individual may give notice to the Manager that they wish to terminate their engagement in accordance with clause 2.16.

2.18 **SPECIAL TECHNICAL REQUIREMENTS**

- 2.18.1 Once the technical requirements of a new production are established, the theatre's local Union representative may request a meeting with the theatre Manager and the producing Manager to discuss any extraordinary requirements of the new production. Such meeting shall take place as soon as is reasonably practical. The relevant Heads of Department and the local Union representative may attend.
- 2.18.2 In the event that such discussions fail to reach an agreement, the Union may request a meeting at which the above mentioned shall attend together with a full-time Union official.

2.18.3 In the event that the Manager and Union fail to agree, the procedure shall be as laid down in clause 1.5 of this Agreement. In the meantime the Individual concerned will work as required by the Manager.

2.19 **MOBILITY**

2.19.1 An Individual may be required to work in any theatre (covered by the Agreement) operated by the Manager on a temporary or permanent basis to meet the operational needs of the Manager subject to having received appropriate training/induction and/or holding the appropriate qualifications. Where any such requirement is to be on a permanent basis this should be at the mutual agreement of the Manager and the Individual, such agreement not to be unreasonably withheld.

2.19.2 During any such transfer the Manager will remain responsible for paying the Individual, including relevant National Insurance Contributions and, if applicable, pension contributions. The contractual relationship shall remain between the Individual and the Manager during any such transfer.

2.19.3 During any such transfer the Individual will be paid the rate for such work set out in the Schedule to this Agreement or their current rate (whichever is greater) and any additional travelling time necessarily incurred shall be paid at the appropriate rate.

2.20 **EXTRA RESPONSIBILITIES**

Heads of Department who have regular long term responsibilities in more than one theatre will be entitled to additional remuneration.

2.21 **MULTIPLE ROLES**

An Individual who is engaged for more than one role across more than one department or section shall receive the pay and conditions applicable to the department and section in which they are deployed at any given time.

2.22 **ATTENDANCE AT CALLS**

The Individual must be on duty and in readiness for the start of their call and shall remain on duty until the end of the call or until released as agreed by their line manager or other authorised theatre representative.

2.23 **PART-TIME STAFF**

Staff engaged in department as other than Performance Staff may be engaged on a part-time basis at a proportionately lower salary of the rates in Appendix 3, on a five or six day basis over the 6 days (Monday to Saturday).

³ An Individual may be engaged on a part-time basis at a proportionately lower salary with overtime payable if over 40 hours per week have been worked.

SCHEDULE THREE – DEPARTMENT CONDITIONS³

3.1 STAGE AND ELECTRICS

(For twice-nightly provisions refer to 2005 Agreement)

3.1.1 Grades

3.1.1.1 Heads of Department – A Head of Department (H.O.D.) in this section shall mean a Master Carpenter or Chief Electrician regularly employed as such on a fixed weekly wage as set out in Appendix 5.

3.1.1.2 Stage and Electrical Staff – The grades and duties of stage and electrical staff are as follows:

Deputy Chief Electrician	To assist and deputise, as necessary, for the Chief Electrician and, in particular, be able to perform all duties as and where required for both the staging and the running of productions and maintain all the equipment customarily the responsibility of the electrical department.
Chargehand Electrician	Electrician 1 st Grade required by the Manager to carry out in addition appropriate supervisory and skilled duties.
Electrician 1st Grade	A skilled electrician (e.g. one in possession of a City and Guilds Certificate or having undergone a course of training approved by the Society and the Union) able to operate and maintain all the electrical and other equipment customarily the responsibility of the electrical department and to be able to perform all duties as and where required for both the staging and the running of productions and be experienced in supervising staff and be responsible for the electrical department in the temporary absence of senior staff.
Deputy Master Carpenter	To assist and deputise as necessary for the Master Carpenter, and, in particular, be able to perform all duties as and where required for both the staging and the running of productions and maintain all the equipment fixtures and furnishings customarily the responsibility of the stage department.
Chargehand Stage Technician	A Stage Technician 1 st Grade required by the Manager to carry out in addition appropriate supervisory and skilled duties.

<p>Stage Technician 1st Grade</p>	<p>A skilled Stage Technician able to operate and maintain all the equipment fixtures and furnishings customarily the responsibility of the stage department and be able to perform all duties as and where required for both the staging and the running of productions and be experienced in supervising staff and be responsible for the stage department in the temporary absence of senior staff.</p>
<p>Technician (Trainee)</p>	<p>A Technician/Electrician to carry out as and where required operational and maintenance duties customarily the responsibility of the stage/electrical department as instructed by a higher grade technician/electrician. A trainee shall be paid 1st grade technician/electrician's rate after 12 months employment as a trainee.</p>

3.1.2 Basic Hours

- 3.1.2.1 The Individual will be engaged for 40 hours per week payable at the single time hourly rate (“Basic Hours”).
- 3.1.2.2 Basic Hours will be scheduled between 9.00am and 11.30pm over any 5 of the 6 days from Monday to Saturday.
- 3.1.2.3 Regardless of the cumulative Basic Hours worked in the Week, hours worked on the sixth day in a Week are payable at time and a half rate and hours worked on the seventh day in a Week are payable at double the single time hourly rate
- 3.1.2.4 During any period of production prior to the press night of the West End run of a production, not more than 8 hours in any one day shall count within the Basic Hours.
- 3.1.2.5 After the press night of the West End run of a production, not more than 10 hours in any one day shall count within the Basic Hours.
- 3.1.2.6 A maximum of two calls on any one day will be treated as Basic Hours.
- 3.1.2.7 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.1.3 Overtime Hours

- 3.1.3.1 Hours worked in excess of Basic Hours will be treated as Overtime Hours (“Overtime Hours”).

- 3.1.3.2 Overtime Hours worked between 9.00am and 11.30pm will be payable at time and a half the single time hourly rate.
- 3.1.3.3 Overtime Hours worked between 11.30pm and 9.00am will be payable at double the single time hourly rate.
- 3.1.3.4 Overtime Hours worked on a Sunday will be payable at double the single time hourly rate.
- 3.1.3.5 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.1.4 **Minimum Calls**

- 3.1.4.1 Resumption of work after a meal break does not constitute a new call.
- 3.1.4.2 Other than as set out here in 3.1.4, a single call to work on any one day will be for a minimum of 5 hours.
- 3.1.4.3 If there are two calls on any one day neither will be shorter than 3 hours and their minimum duration will be 8 hours in aggregate.
- 3.1.4.4 Calls to work on a Sunday:
 - 3.1.4.4.1 Subject to the exception specified in clause 3.1.4.4.2, the total minimum duration of calls to work on a Sunday will be 8 hours in aggregate.
 - 3.1.4.4.2 For building or production maintenance, a single minimum call of 4 hours is permitted, but if work continues beyond the initial 4 hours then the full 8 hour aggregate minimum call will apply.
- 3.1.4.5 Late-night working:
 - 3.1.4.5.1 Subject to 3.1.4.5.2, the minimum call will be 3 hours when an Individual is required to remain for duties (other than performances duties) after 11.30pm on any night from Monday to Saturday. In such circumstance the minimum call will therefore be until 2.30am, but if work continues beyond the initial 3 hour minimum call then the call will continue for a further 5 hours until 7.30am.
 - 3.1.4.5.2 A minimum call of 5 hours shall apply when an Individual's specific call is for work (other than performance duties) after 11.30pm on any night from Monday to Saturday. In such circumstance the minimum call will therefore be until 4.30am but if work continues beyond the initial 5 hour minimum call then the call will continue for a further 3 hours until 7.30am.

3.1.4.6 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.1.5 **Minimum staffing**

3.1.5.1 In any stage department and/or electrics department of any theatre covered by the Agreement:

3.1.5.1.1 A minimum of two Individuals will be engaged in each department; one will be the head of the department and the other will be the deputy.

3.1.5.1.2 Where three Individuals are engaged in a department one will be the head of the department, the second the deputy and the third will not be on a lower grade than 1st Grade.

3.1.5.1.3 Where four Individuals are engaged in a department one will be the head of the department, the second the deputy and a third Individual will not be on a lower grade than Chargehand.

3.1.5.1.4 Where four or more Individuals are engaged as Flymen for a Production one of them shall be employed in a capacity of not less than Chargehand Stage.

3.1.5.2 When a vacancy arises the Manager will take all reasonable steps to fill the vacancy in an acceptable time frame. The Manager will not be in breach of clause 3.1.5.1 during the recruitment process.

3.1.5.3 Where the Manager operates more than one theatre, the minimum staffing requirement may be calculated across all of the theatres (covered by the Agreement) operated by the Manager. The Manager will not be in breach of clause 3.1.5.1 if they calculate their minimum staffing requirement in this manner.

3.1.5.4 The minimum staff prescribed in clause 3.1.5.1 will normally continue to be engaged in theatres covered by the Agreement even though a producing Manager engages their own staff.

3.1.5.5 Stage staff other than Electricians shall be required to perform all stage duties.

3.1.5.6 Chargehand Stage and Electricians, Electricians 1st Grade, Stage Technicians 1st Grade (in this clause collectively called “Daymen” and individually “Dayman”):

3.1.5.6.1 The number of Daymen specially engaged for a production at a West End theatre may not be reduced by a Manager after the end of the fourth full week of the run of such production and the number employed on the first day of the fifth full week (other than those already under notice) shall thereafter (together with the number of regularly employed Daymen) remain constant throughout the run of the production at that theatre. In the event of a Dayman leaving the service of a Manager during the run of a production, the Manager shall replace him/her at the earliest possible opportunity and the Union will co-operate in obtaining a suitable replacement.

3.1.6 **Extra Responsibilities**

3.1.6.1 If an Individual is required by the Manager, for reasons such as long term absence, to cover the duties of a Stage or Electrics Head of Department then Grade 1 wages shall be payable throughout the period of cover.

3.1.6.2 Heads of Department who have regular long term responsibilities in more than one theatre will be entitled to additional remuneration.

3.2 **PRODUCTION WORKERS**

3.2.1 Production Workers are additional stage and electrical staff (other than staff engaged under clause 3.1) engaged on an hourly basis during Production Periods up until and including the final dress rehearsal and/or for the purposes of a Get Out .

3.2.2 A Skilled Production Worker will normally be required to provide tools satisfactory to the Manager’s requirements.

3.2.3 Subject to clause 3.2.4, a Skilled Production Worker (with own tools) may be engaged and paid at a wages rate comparable with the Stage Chargehand Grade 3 performance rate.

3.2.4 Where a Skilled Production Worker is required by the Manager to work not less than 40 hours at single time rates during a week of production (from Monday to Saturday) he/she shall be paid at the 1st grade Stage Technician hourly rate (ie Grade 4 of Appendix 5). The 40 hours will include rehearsal and performance hours in that week.

3.2.5 Stage staff other than Electricians shall be required to perform all stage duties.

3.2.6 **Basic Hours**

3.2.6.1 Basic Hours will be scheduled between 9.00am and 11.30pm over any 5 of the 6 days from Monday to Saturday.

3.2.6.2 The number of hours payable at the single time hourly rate is limited to 40 per week.

3.2.6.3 Not more than 8 hours in any one day shall count within the Basic Hours.

3.2.6.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.2.7 **Overtime Hours**

3.2.7.1 Hours worked in excess of Basic Hours will be treated as Overtime Hours ("Overtime Hours").

3.2.7.2 Overtime Hours worked between 9.00am and 11.30pm will be payable at time and a half the single time hourly rate.

3.2.7.3 Overtime Hours worked between 11.30pm and 9.00am will be payable at double the single time hourly rate.

3.2.7.4 Overtime Hours worked on a Sunday will be payable at double the single time hourly rate.

3.2.7.5 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.2.8 **General: Minimum Calls; Meal Breaks**

3.2.8.1 No call for work shall be for less than 3 hours.

3.2.8.2 Any call for work on Sundays or Christmas Day shall be for a minimum of 8 hours.

3.2.8.3 Reasonable meal breaks (unpaid) shall be allowed and when working throughout the night at least one hour's break for a meal within or after every five hours shall be granted.

3.3 **PERFORMANCE STAFF (ONCE-NIGHTLY) STAGE AND ELECTRICAL DEPARTMENTS** *(For twice-nightly refer to 2005 Agreement)*

3.3.1 Performance Staff in the Stage and Electrics departments may be engaged for duties at performance times and/or Rehearsal (defined as a run-through of a production or part thereof with or without artists), paid at the fixed rate per call as set out in Appendix 5.

3.3.2 **Basic Hours**

3.3.2.1 No call for duty shall be for less than 3 hours (referred to in this Agreement as the Performance Call Minimum).

3.3.2.2 Single time Performance Calls are payable between 9am and 11.30pm Monday to Saturday. Hours worked outside of these will be treated as overtime hours and payable as specified in clause 3.3.5.

3.3.2.3 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.3.3 **Notice of calls**

3.3.3.1 Subject to clause 3.3.3.2, Performance Staff under this section shall be on duty not less than five minutes before the advertised time of commencement of the performance unless:

3.3.3.1.1 varied by the Manager on engagement; or

3.3.3.1.2 varied by the Manager with seven days' notice; or

3.3.3.1.3 during a production period, in which case calls may be re-arranged on a day to day basis until 12 days after the press night.

3.3.3.2 A call for duty can start up to 30 minutes before the scheduled performance time, for the purposes of setting, stage duties or striking as long as the call lasts no longer than 3 consecutive hours. In the case of Matinees, the Manager may extend the call to 30 minutes after the fall of the curtain for setting, stage duties or striking.

3.3.4 **Cancellation of calls**

3.3.4.1 If a single time Performance Call is cancelled with less than 24 hours' notice the member of Performance Staff will receive payment up to the maximum of their Performance Call Minimum as specified in 3.3.2.1; except that this shall not apply until two weeks after press night.

3.3.4.2 If a call for Overtime hours is cancelled with less than 24 hours' notice the member of Performance Staff will receive payment up to the maximum of their Performance Call Minimum as specified in 3.3.2.1, except that this shall not apply until two weeks after press night.

3.3.5 **Overtime Hours**

3.3.5.1 Hours worked in excess of the Performance Call Minimum will be treated as overtime hours ("Overtime Hours").

3.3.5.2 Overtime Hours worked in excess of the Performance Call Minimum will be payable at 1/10th of the Performance Call rate for each 15 minutes or part thereof.

3.3.5.3 Overtime Hours worked between 11.30pm and 9.00am or on a Sunday will be payable at double the single time Performance Call rate.

3.3.5.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.3.6 Work Patterns

3.3.6.1 Performance Staff engaged under this section shall be guaranteed a minimum number of calls per week in accordance with one or other of the following Patterns A to C and any calls additional to those guaranteed shall be paid for at the basic rate per call as set out in Appendix 5 of this Agreement:

Pattern A:	6 performances – either 6 evenings or 5 evenings and 1 earlier performance.
Pattern B:	7 performances – either 6 evenings and 1 earlier performance or 5 evenings and 2 earlier performances.
Pattern C:	8 performances – 6 evenings and 2 earlier performances.

3.3.6.2 During the run of a production 2 weeks' notice must be given by the Manager if it should wish to change the guaranteed minimum number of calls or the above mentioned patterns of working, except that an employee who guarantees on engagement to work eight calls per week will continue to be paid for eight calls per week during the run.

3.3.6.3 The above-mentioned number of calls and/or patterns of working may be reduced or varied to suit the following operational requirements of the Manager:

3.3.6.3.1 In respect of the employment of Deputy/Relief Performance Staff to cover staff absent on days off, holidays or sickness.

3.3.6.3.2 Subject to prior agreement between the Manager and the Union in the case of productions to be performed at times other than in accordance with the foregoing patterns.

3.3.7 General

3.3.7.1 Performance Staff under this section may be called upon to work a week of 30 hours of performance time (ten performances) plus performance overtime and time required in respect of settings.

3.3.7.2 If a member of Performance Staff is required to work in excess of the hours in clause 3.3.7.1, the Manager shall give him/her the option to be engaged as a Dayman. In such case he/she will be required to work 40 hours and will be paid the Dayman's rate of pay appropriate to his/her department, but he/she will not be entitled to the privileges of a full time Dayman engaged under clause 3.1.

3.3.7.3 Any member of Performance Staff engaged under this section not reporting for duty as required shall forfeit 1/10th of the Performance Call rate for each 15 minutes or part thereof he/she is absent from duty.

- 3.3.7.4 The aggregate number of staff employed under this Section at the opening performance of a production may be depleted only during the first four full weeks of the run of a production. The number of staff working at the opening performance of the fifth full week shall be considered as sufficient for the run of the production at that theatre. The Manager may at any time replace a person employed under this Section by engaging an additional employee under clause 3.1, in which case the Union should be advised.
- 3.3.7.5 In the event of a depletion of staff after the first four full weeks of the run of a production the Manager shall replace such staff at the earliest opportunity and the Union will co-operate in obtaining a suitable substitute.
- 3.3.7.6 Stage staff other than electricians shall be required to perform all stage duties.
- 3.3.7.7 A Swing Showman may be engaged or appointed at any time to work not less than 7 shows a week and carry out regularly two or more different duties covering the absence of different members of the staff in different performances in a week.
- 3.3.7.8 One Swing Showman for any production may be engaged or appointed at any time for not less than 7 shows a week to carry out duties in such stage and electrical departments as the Manager may in consultation with the appropriate H.O.Ds require.

3.4 PERFORMANCE STAFF (ONCE-NIGHTLY) FRONT OF HOUSE

(For twice-nightly refer to 2005 Agreement)

- 3.4.1 Front of House Staff engaged for duty at performances, paid at the fixed rate per call as set out in Appendix 3.
- 3.4.2 **Basic Hours**
- 3.4.2.1 Performance Staff under this Section shall normally be engaged for up to 40 hours per week. No call for duty shall be for less than 3¾ hours (referred to in this Agreement as the Performance Call Minimum).
- 3.4.2.2 Single time Performance Calls are payable between 9am and 11.30pm Monday to Saturday. Hours worked outside of these will be treated as Overtime Hours and payable as specified in 3.4.5.
- 3.4.2.3 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.4.3 Attendance at calls

Performance Staff under this section must attend so as to be on duty at the time of the call. Time to be charged from when so called and attends until discharged from duty and free to leave the theatre.

3.4.4 Cancellation of calls

3.4.4.1 If a single time Performance Call is cancelled with less than 24 hours' notice the member of Performance Staff will receive payment up to the maximum of their Performance Call Minimum as specified in 3.4.2.1, except that this shall not apply until two weeks after press night.

3.4.4.2 If a Call for Overtime hours is cancelled with less than 24 hours' notice the member of Performance Staff will receive payment up to the maximum of their Performance Call Minimum as specified in 3.4.2.1, except that this shall not apply until two weeks after press night.

3.4.5 Overtime Hours

3.4.5.1 Overtime Hours worked in excess of 40 hours per week will be paid at 1.5 times the single time rate, for each 15 minutes or part thereof.

3.4.5.2 Overtime Hours worked between 11.30pm and 9.00am or on a Sunday will be payable at double the single time Performance Call rate.

3.4.5.3 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.4.6 Work Patterns

3.4.6.1 Performance Staff engaged under this section shall be guaranteed a minimum number of calls per week in accordance with one or other of the following Patterns A to C and any calls additional to those guaranteed shall be paid for at the basic rate per call as set out in Appendix 5 of this Agreement:

Pattern A:	6 performances – either 6 evenings or 5 evenings and 1 earlier performance.
Pattern B:	7 performances – either 6 evenings and 1 earlier performance or 5 evenings and 2 earlier performances.
Pattern C:	8 performances – 6 evenings and 2 earlier performances.

3.4.6.2 During the run of a production 2 weeks' notice must be given by the Manager if it should wish to change the guaranteed minimum number of calls or the above mentioned patterns of working, except that an employee who guarantees on engagement to work eight calls per week will continue to be paid for eight calls per week during the run.

3.4.6.3 The above-mentioned number of calls and/or patterns of working may be reduced or varied to suit the following operational requirements of the Manager:

3.4.6.3.1 In respect of the employment of Deputy/Relief Performance Staff to cover staff absent on days off, holidays or sickness.

3.4.6.3.2 Subject to prior agreement between the Manager and the Union in the case of productions to be performed at times other than in accordance with the foregoing patterns.

3.4.7 **General**

Any member of Performance Staff engaged under this section not reporting for duty as required shall forfeit 1/10th of the Performance Call rate for each 15 minutes or part thereof he/she is absent from duty.

3.5 **WARDROBE AND WIGS DEPARTMENT: WARDROBE MANAGER / WIGS MANAGER / DEPUTY / FULL-TIME ASSISTANT / DAYTIME ASSISTANT**

3.5.1 **Basic Hours**

3.5.1.1 An Individual will normally be engaged for 40 hours per week payable at the single time hourly rate ("Basic Hours"); save that a Daytime Assistant may be engaged on an hourly basis, subject to a minimum call of 4 hours, if regularly working less than 21 hours per week.

3.5.1.2 Basic Hours will be scheduled between 9.00am and 11.30pm over any 5 days each week (Monday to Saturday).

3.5.1.3 In the case of a limited fixed season the Manager may schedule the Basic Hours of the Individual over 5 of the 6 days (Monday to Saturday). In such circumstances the Individual will receive an additional weekly payment equal to 4 hours at their single time hourly rate from the start of the fifth week of performances.

3.5.1.4 All hours worked in excess of 40 in any one week in any combination of categories of this section shall be deemed to be overtime and paid for in accordance with clause 3.5.2.

3.5.1.5 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.5.2 **Overtime Hours**

3.5.2.1 Hours worked in excess of Basic Hours will be treated as overtime hours ("Overtime Hours").

3.5.2.2 Overtime Hours worked between 9.00am and 11.30pm will be payable at time and a half the single time hourly rate.

- 3.5.2.3 Overtime Hours worked between 11.30pm and 9.00am will be payable at double the single time hourly rate.
- 3.5.2.4 Overtime Hours worked on a Sunday will be payable at double the single time hourly rate.
- 3.5.2.5 Calls to work on a Sunday:
- 3.5.2.5.1 Subject to the exception specified in 3.5.2.5.2, the total minimum duration of calls to work on a Sunday will be 8 hours in aggregate.
- 3.5.2.5.2 For building or production maintenance, a single minimum call of 4 hours is permitted, but if work continues beyond the initial 4 hours then the full 8 hour aggregate minimum call will apply. .
- 3.5.2.6 Late-night working:
- 3.5.2.6.1 Subject to 3.5.2.6.2, the minimum call will be 3 hours when an Individual is required to remain for duties (other than performances duties) after 11.30pm on any night from Monday to Saturday. In such circumstance the minimum call will therefore be until 2.30am, but if work continues beyond the initial 3 hour minimum call then the call will continue for a further 5 hours until 7.30am.
- 3.5.2.6.2 A minimum call of 5 hours shall apply when an Individual's specific call is for work (other than performance duties) after 11.30pm on any night from Monday to Saturday. In such circumstance the minimum call will therefore be until 4.30am but if work continues beyond the initial 5 hour minimum call then the call will continue for a further 3 hours until 7.30am.
- 3.5.2.7 In a Week in which a full-time Individual (whose minimum rates of pay are set weekly at Appendix 5) works their Basic Hours over 5 days including a Sunday in accordance with clause 2.17.3, any hours worked on a sixth day in the same Week are payable at time and a half rate and any hours worked on a seventh day in the same Week are payable at double the single time hourly rate.
- 3.5.2.8 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.5.3 Staffing

- 3.5.3.1 Wardrobe Supervisor: The Manager is entitled to engage a Wardrobe Supervisor on mutually agreed terms and conditions including those that vary from the Agreement provided their salary exceeds Grade 1.
- 3.5.3.2 Grade: Grade 1 wages shall apply for the Wardrobe and Wigs Manager and Grade 2 wages shall apply for the Deputy Wardrobe and Wigs Manager.

3.6 DRESSERS (ONCE-NIGHTLY) – other than dressers who are directly engaged by artists**(For twice-nightly refer to 2005 Agreement)**

- 3.6.1 Dresser Staff may be engaged for duties at performance times and/or Rehearsal (defined as a run-through of a production or part thereof with or without artists), paid at the fixed rate per call as set out in Appendix 5.

3.6.2 Basic Hours

- 3.6.2.1 No call for duty shall be for less than 3¾ hours (referred to in this Agreement as the Performance Call Minimum), save that if called for Rehearsal only the Performance Call Minimum may be 3 hours.
- 3.6.2.2 Single time Performance Calls are payable between 9am and 11.30pm Monday to Saturday. Hours worked outside of these will be treated as overtime hours and payable as specified in clause 3.6.5.
- 3.6.2.3 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.6.3 Attendance at calls

Dresser Staff under this section must attend so as to be on duty at the time of the call. Time to be charged from when so called and attends until discharged from duty and free to leave the theatre.

3.6.4 Cancellation of calls

If a single time Performance Call or a call for overtime hours is cancelled with less than 24 hours' notice the member of Dresser Staff will receive payment up to the maximum of their Performance Call Minimum, except that this shall not apply until two weeks after press night.

3.6.5 Overtime Hours

- 3.6.5.1 Hours worked in excess of the Performance Call Minimum will be treated as overtime hours ("Overtime Hours").
- 3.6.5.2 Overtime Hours worked in excess of the Performance Call Minimum will be payable at 1/10th of the Performance Call rate, for each 15 minutes or part thereof.

3.6.5.3 Overtime Hours worked between 11.30pm and 9.00am or on a Sunday will be payable at double the single time Performance Call rate.

3.6.5.4 If the Individual's Call is for a Sunday Performance or a Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.6.6 Work Patterns

3.6.6.1 Performance Staff engaged under this section shall be guaranteed a minimum number of calls per week in accordance with one or other of the following Patterns A to C and any calls additional to those guaranteed shall be paid for at the basic rate per call as set out in Appendix 5 of this Agreement:

Pattern A:	6 performances – either 6 evenings or 5 evenings and 1 earlier performance.
Pattern B:	7 performances – either 6 evenings and 1 earlier performance or 5 evenings and 2 earlier performances.
Pattern C:	8 performances – 6 evenings and 2 earlier performances.

3.6.6.2 During the run of a production 2 weeks' notice must be given by the Manager if it should wish to change the guaranteed minimum number of calls or the above mentioned patterns of working, except that an employee who guarantees on engagement to work eight calls per week will continue to be paid for eight calls per week during the run.

3.6.6.3 The above-mentioned number of calls and/or patterns of working may be reduced or varied to suit the following operational requirements of the Manager:

3.6.6.3.1 In respect of the employment of Deputy/Relief Performance Staff to cover staff absent on days off, holidays or sickness.

3.6.6.3.2 Subject to prior agreement between the Manager and the Union in the case of productions to be performed at times other than in accordance with the foregoing patterns.

3.6.7 General

3.6.7.1 Any member of Performance Staff engaged under this section not reporting for duty as required shall forfeit 1/10th of the Performance Call rate for each 15 minutes or part thereof he/she is absent from duty.

- 3.6.7.2 The aggregate number of staff employed under this Section at the opening performance of a production may be depleted only during the first four full weeks of the run of a production. The number of staff working at the opening performance of the fifth full week shall be considered as sufficient for the run of the production at that theatre. The Manager may at any time replace a person employed under this Section by engaging an additional employee under clause 3.5, in which case the Union should be advised.
- 3.6.7.3 In the event of a depletion of staff after the first four full weeks of the run of a production the Manager shall replace such staff at the earliest opportunity and the Union will co-operate in obtaining a suitable substitute.

3.7 **HOUSEKEEPER**

3.7.1 **Basic Hours**

- 3.7.1.1 The Individual will normally be engaged for 36 hours per week and up to 40 hours in any week shall be payable at the single time hourly rate ("Basic Hours").
- 3.7.1.2 Basic Hours will be scheduled between 6.00am and 11.45pm over any 5 days each week (Monday to Saturday).
- 3.7.1.3 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.7.2 **Overtime Hours**

- 3.7.2.1 Hours worked in excess of 40 in any one week shall be treated as overtime hours ("Overtime Hours") and paid at time and a half the single time rate.
- 3.7.2.2 Overtime Hours worked between 11.45pm and 6.00am or on a Sunday will be payable at double the single time rate.
- 3.7.2.3 Any call for duty on a Sunday shall be for a minimum 4 hours which may include performances.
- 3.7.2.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.8 **CLEANERS**

3.8.1 **Basic Hours**

- 3.8.1.1 Basic Hours will be scheduled over six days each week (Monday to Saturday) between 6.00am and 5.00pm for a minimum call of 4 hours.
- 3.8.1.2 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.8.2 Overtime Hours

- 3.8.2.1 Hours worked in excess of the Basic Hours in 3.8.1 will be treated as overtime hours (“Overtime Hours”).
- 3.8.2.2 Overtime Hours worked between 5pm and 11.45pm will be paid at time and half the single time rate
- 3.8.2.3 Overtime Hours worked between 11.45pm and 6am or any call for duty on a Sunday shall be payable at double the single time rate.
- 3.8.2.4 Any call for duty on a Sunday shall be for a minimum 4 hours.
- 3.8.2.5 If the Individual’s Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.8.3 Night Cleaners

A cleaner engaged on regular night cleaning duties shall be paid at time and a half rate for all hours worked.

3.9 PERFORMANCE FIREMAN (ONCE-NIGHTLY)

(For Twice-Nightly or Fulltime Fireman refer to 2005 Agreement)

3.9.1 Basic Hours

- 3.9.1.1 No call for duty shall be for less than 5 hours (referred to in this Agreement as the Performance Call Minimum) to include the performance and the duties in clauses 3.9.5.2.
- 3.9.1.2 Single time Performance Calls are payable between 9am and 11.30pm Monday to Saturday. Hours worked outside of these will be treated as Overtime Hours and payable as specified in 3.9.2.
- 3.9.1.3 If the Individual’s Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.9.2 Overtime Hours

- 3.9.2.1 Hours worked in excess of the Performance Call Minimum will be treated as overtime hours (“Overtime Hours”).
- 3.9.2.2 Overtime Hours worked in excess of the Performance Call Minimum will be payable at 1/10th of the Performance Call rate, for each 15 minutes or part thereof.
- 3.9.2.3 Overtime Hours worked between 11.30pm and 9.00am or on a Sunday will be payable at double the single time Performance Call rate.

3.9.2.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.9.3 Cancellation of calls

If a single time Performance Call is cancelled with less than 24 hours' notice the Performance Fireman will receive payment up to the maximum of their Performance Call Minimum as specified in 3.9.1, except that this shall not apply until two weeks after press night.

3.9.4 Work Patterns

3.9.4.1 Performance Fireman engaged under this section shall be guaranteed a minimum number of calls per week in accordance with one or other of the following Patterns A to C and any calls additional to those guaranteed shall be paid for at the basic rate per call as set out in Appendix 5 of this Agreement:

Pattern A:	6 performances – either 6 evenings or 5 evenings and 1 earlier performance.
Pattern B:	7 performances – either 6 evenings and 1 earlier performance or 5 evenings and 2 earlier performances.
Pattern C:	8 performances – 6 evenings and 2 earlier performances.

3.9.4.2 During the run of a production 2 weeks' notice must be given by the Manager if it should wish to change the guaranteed minimum number of calls or the above mentioned patterns of working, except that an employee who guarantees on engagement to work eight calls per week will continue to be paid for eight calls per week during the run.

3.9.4.3 The above-mentioned number of calls and/or patterns of working may be reduced or varied subject to prior agreement between the Manager and the Union in the case of productions to be performed at times other than in accordance with the foregoing patterns.

3.9.5 General

3.9.5.1 Any Performance Fireman engaged under this section not reporting for duty as required shall forfeit 1/10th of the Performance Call rate for each 15 minutes or part thereof he/she is absent from duty.

3.9.5.2 Responsibilities re Official Regulations:

3.9.5.2.1 The Performance Fireman on duty shall enter in the log the times of arriving and finishing duty, and full particulars of all matters affecting his/her duties during such period of duty, including Fire Drill performed and testing of appliances.

3.9.5.2.2 The Performance Fireman on duty is personally responsible for removing all chains and locks from the entrance and exit doors, and for replacing such chains and locks after the public have left the theatre at the end of the performance.

3.9.5.2.3 The Performance Fireman shall relieve the Stage Door when so required by the Manager other than during performance times and meal breaks.

3.10 **STAGE DOOR**

3.10.1 **Basic Hours**

3.10.1.1 The Individual will normally be engaged for 40 hours per week payable at the single time hourly rate ("Basic Hours").

3.10.1.2 Basic Hours will be scheduled between 8.30am and 11.45pm over any 5 of the 6 days from Monday to Saturday.

3.10.1.3 Regardless of the cumulative Basic Hours worked in the Week, hours worked on the sixth day in a Week are payable at time and a half rate and hours worked on the seventh day in a Week are payable at double the single time hourly rate.

3.10.1.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.10.2 **Overtime Hours**

3.10.2.1 Hours worked in excess of 40 in any one week shall be treated as overtime hours ("Overtime Hours") and paid at time and a half the single time rate

3.10.2.2 Overtime Hours worked between 11.45pm and 8.30am or on a Sunday will be payable at double the single time rate.

3.10.2.3 Any call for duty on a Sunday shall be for a minimum 5 hours.

3.10.2.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.11 **CARPENTERS, JOINERS, ELECTRICIANS, PAINTERS AND DECORATORS – Other than Heads of Departments and regularly employed Daymen: refer to 2005 Agreement**

3.12 **BOX OFFICE**

3.12.1 **Basic Hours**

The Individual will normally be engaged for duties between 9am and 11.30pm over any 5 of the 6 days from Monday to Saturday ("Basic Hours").

3.12.2 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

3.12.3 **Overtime Hours**

3.12.3.1 Hours worked between 11.30pm and 9.00am or on a Sunday will be payable at double the single time rate.

3.12.3.2 Any call for duty on a Sunday shall be for a minimum 4 hours.

3.12.3.3 In a Week in which a full-time Individual (whose minimum rates of pay are set weekly at Appendix 5) works their Basic Hours over 5 days including a Sunday in accordance with clause 2.17.3, any hours worked on a sixth day in the same Week are payable at time and a half rate and any hours worked on a seventh day in the same Week are payable at double the single time hourly rate.

3.12.3.4 If the Individual's Call is for a Sunday Performance or Sunday Concert in accordance with sub-clause 2.17.1, the terms of clause 2.17 shall supersede the terms of Schedule 3 only to the extent that the terms of clause 2.17 and Schedule 3 expressly conflict.

APPENDIX ONE – DISCIPLINARY AND GRIEVANCE PROCEDURE

1.1 PURPOSE AND SCOPE

- 1.1.1 The Disciplinary Procedure is designed to help and encourage an Individual to achieve and maintain standards of conduct, attendance and job performance and set out the Manager's framework for dealing with disciplinary matters. The same procedure applies to all Individuals and the aim is to ensure consistent and fair treatment for all.
- 1.1.2 The Grievance Procedure enables an Individual to bring to the Manager's attention any grievance relating to their engagement and to try to resolve such matters satisfactorily. Grievance proceedings will, so far as is reasonably practicable, be kept confidential.

2.1 PRINCIPLES

- 2.1.1 No disciplinary action will be taken until the matter at issue has been fully investigated.
- 2.1.2 The Individual will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the sanction will be dismissal without notice or payment in lieu of notice.
- 2.1.3 The Individual will have the right to appeal against any disciplinary sanction imposed or the decision of any grievance meeting.

3 GENERAL PROVISIONS

So far as applicable to a particular circumstance, the following requirements apply to the Disciplinary and Grievance Procedures.

3.1 Timetable

Each step and action under the Disciplinary and Grievance Procedures must be taken without unreasonable delay.

3.2 Right to be Accompanied

The Individual has the right to be accompanied at any disciplinary or grievance meeting by a fellow Individual or trade union representative who may make representations on his/her behalf provided the Individual expressly authorises this at the beginning of the relevant meeting. However the Individual's companion will not be able to answer questions put to the Individual during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals.

3.3 Meetings

- 3.3.1 Timing and location of meetings must be reasonable.
- 3.3.2 Meetings must be conducted in a manner that enables both the Manager and the Individual to explain their case.
- 3.3.3 The Manager will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

- 3.3.4 The length of time between the written notification and the meeting should be long enough to allow the Individual to prepare for the meeting. The Individual must take all reasonable steps to attend the meeting and if he/she or his/her companion cannot attend on the date suggested he/she must notify his/her head of department and propose an alternative date for the meeting to be held within 5 working days of the original proposed date.
- 3.3.5 No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

4 RECORDS

- 4.1 During the disciplinary or grievance process the Manager will keep written records which may include: the nature of the complaint or the grievance raised; a copy of the written complaint or grievance; the Individual's defence; the Manager's response; findings made; any action taken or sanction imposed and the reasons for it; any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.
- 4.2 Such records will be kept on a confidential basis so far as is reasonably practicable and in accordance with the Data Protection Act 1998, or any successor Act.

5 GROSS MISCONDUCT

- 5.1 The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal: theft, fraud, deliberate falsification of records, dishonesty, fighting, assault, violence, unauthorised possession of property belonging to the Manager, damage to the Manager's property, incapacity for work due to being under the influence of alcohol or illegal drugs, serious negligence which causes unacceptable loss, damage or injury, serious act of insubordination, misuse of confidential information, unauthorised entry to computer records, conviction for a criminal offence arising from or relating to the Individual's work for the Manager, conduct whether inside or outside working hours which may bring the Manager's reputation into disrepute, serious or persistent neglect of duties or any material breach or non-observance of those duties – in particular refusal to obey reasonable instructions, unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).
- 5.2 If the Individual is accused of an act of gross misconduct, the Individual may be suspended from work on full pay while the Manager investigates the alleged offence. If, on completion of the investigation and the Disciplinary Procedure, the Manager is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

6 GENERAL

- 6.1 Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Manager will take into account the Individual's disciplinary and general engagement records, length of service and the explanation given by the Individual at the disciplinary meeting.
- 6.2 Before implementing any of the formal sanctions set out above, including after a review of the Individual's conduct or performance, the Disciplinary Procedure set out below will normally be followed.

7 DISCIPLINARY PROCEDURE

7.1 Investigation

Where a potential disciplinary matter arises the Manager will endeavour to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations the Manager will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Manager may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Individual solely to establish the facts of the case.

7.2 Suspension

In instances which the Manager considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Manager's responsibilities to third parties or the Manager's property), the Individual may be suspended from work temporarily on full pay whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as a disciplinary sanction or an indication of prejudgement of the matter.

8 FORMAL PROCEDURE

If the Manager decides to take formal action, the following procedure will be followed:

8.1 Statement of grounds for action and invitation to meeting

The Manager will prepare a written statement setting out the Individual's alleged conduct or capability or poor performance, or other circumstances, which may result in a disciplinary sanction (including dismissal) being imposed. The statement will be sent to the Individual who will be invited to attend a meeting to discuss the matter. The statement will contain sufficient detail and any relevant accompanying evidence to enable the Individual to prepare for the meeting.

8.2 Meeting

The complaint will be fully explained to the Individual at the meeting and the Manager will go through the evidence that has been gathered. The Individual can make representations and explain his/her view of the situation and answer any allegations that have been made. The Individual will be allowed to ask questions and present evidence. If appropriate the Individual can call witnesses and will be given an opportunity to raise points about any information provided by witnesses. No disciplinary sanction will be imposed until the meeting has taken place.

8.3 Notification of decision

After the meeting the Individual will be informed of the Manager's decision. This will be communicated to the Individual in writing within 10 working days of the meeting and the Individual will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If the decision taken is dismissal the Individual will also be provided with written reasons for dismissal, the date on which the engagement will terminate and the appropriate period of notice (if applicable). If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.

8.4 Appeal

8.4.1 The Individual has the right to appeal against any disciplinary action (including dismissal) taken against him/her.

8.4.2 If the Individual wishes to appeal against a disciplinary sanction imposed or appeal against a decision to dismiss him/her, he/she must inform the Manager without unreasonable delay. The Individual will then be invited to attend another meeting and must take all reasonable steps to attend the meeting. If the Individual or his/her companion cannot attend on the date suggested he/she must notify the Manager and propose an alternative date for the appeal meeting without unreasonable delay. It would generally be reasonable, unless there were special circumstances that existed, for the meeting to be rescheduled within 5 working days of the original proposed date, although the Manager and the Individual could mutually agree a longer delay for the rescheduled meeting.

8.4.3 Where possible the Manager who made the original disciplinary decision will not be involved in the decision-making process of the appeal. The appeal meeting will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a Director of the Manager's organisation. If the appeal is not upheld, then the Individual may appeal directly to a member of the Manager's Board. Every effort will be made to ensure that the appeal will be heard and resolved quickly.

8.4.4 After the appeal meeting the Individual will be informed of the Manager's final decision and this will be communicated to the Individual without unreasonable delay.

8.4.5 Where the Individual appeals against any disciplinary action taken against him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

9 POTENTIAL DISCIPLINARY SANCTIONS

Formal disciplinary action may result in the following disciplinary sanctions being imposed:

9.1 Verbal warning

If conduct or performance does not meet acceptable standards the Individual may be given a formal verbal warning. A note of the verbal warning will be kept on the Individual's personnel file but will usually be disregarded for disciplinary purposes after three months subject to satisfactory conduct and performance.

9.2 Written warning

If the misconduct or poor performance is more serious, a formal written warning may be given to the Individual. This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this, and state that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on the Individual's personnel file but will usually be disregarded for disciplinary purposes after six months subject to satisfactory conduct and performance.

9.3 Final written warning

If the offence is serious or there is a failure to improve performance or conduct during the currency of a prior warning, a final written warning may be given to the Individual. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal. A copy of this written warning will be kept on the Individual's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

9.4 Dismissal or other sanction

In certain circumstances, for example a failure to improve conduct or performance where a previous warning has been given or where there is an act of gross misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Manager may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

9.5 If some sanction short of dismissal is imposed, the Individual will receive details of the complaint, and will be warned that dismissal could result if there is no satisfactory improvement. A copy of this written warning will be kept on the Individual's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

APPENDIX TWO – GRIEVANCE PROCEDURE

1 INFORMAL RESOLUTION OF GRIEVANCES

1.1 The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

1.2 Any grievance should, in the first instance, be raised with the Individual's head of department (or, where that person is the subject of the grievance, that person's line manager) who should discuss the matter with the Individual informally within two working days of it being raised.

2 FORMAL RESOLUTION OF GRIEVANCES

Where the grievance cannot be resolved informally and the Individual has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Individual or the Individual has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

3 FORMAL GRIEVANCE PROCEDURE

3.1 Statement of grievance

The Individual must set out, in a written statement, his/her grievance and send the statement to his/her head of department (or, where that person is the subject of the grievance, that person's line manager). The Individual will be invited to attend a meeting in order to discuss the grievance.

3.2 Meeting

The Individual will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

3.3 Notification of decision

After the meeting the Individual will be informed of the Manager's decision. This will be communicated to the Individual in writing within 10 working days of the meeting and the Individual will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.

3.4 Appeal

The Individual has the right to appeal against the findings of a grievance meeting.

4 APPEALS

The Individual has a right to appeal against the finding of a disciplinary or grievance meeting.

4.1 If the Individual wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Individual will then be invited to attend another meeting.

- 4.2 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a Director of the Manager provided that that person did not make the original decision to dismiss and provided that the parties agree. In the absence of agreement the appeal may be heard by a SOLT/Bectu Conciliation Board (see Appendix Three). Every effort will be made to ensure that the appeal is heard and resolved quickly.
- 4.3 After the appeal meeting the Individual will be informed of the Manager's final decision and this will be communicated to the Individual within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.
- 4.4 Where the Individual appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

APPENDIX THREE – CONCILIATION BOARD PROCEDURE**1. Intent**

For promoting the best interest of the Living Theatre in the West End of London and the settlement of disputes between Managers and Individuals a meeting of a Conciliation Board consisting of an equal number of representatives of the Society and the Union respectively together with the Chief Executive of the Society and the General Secretary of the Union (or their nominees) may be convened on the application of either party in accordance with the procedure set out below.

2. Procedure

2.1 Should any dispute arise between the theatre Manager of any said Theatre and a member or members of the Union whether with regard to the observance, meaning or interpretation of this Agreement or any decision by the Board or otherwise the following procedure must be complied with:

2.1.2 The dispute between individual(s) and the Manager shall be registered as such by notice from either party to the other within 14 days from the happening of the event giving rise to the dispute.

2.1.3 If the dispute is not resolved within 14 days from its having been registered as such as aforesaid it shall be referred to a paid official of the Union and the authorised representative of the Manager by either party giving written notice to such official and representative on or before the expiry of such 14 days.

2.1.4 If the dispute is not resolved by such official and representative within 14 days from its being referred to them, it shall be referred to a Conciliation Board by the Union official or the Manager representative giving written notice to the Board Secretary on or before the expiry of such 14 days.

2.1.5 The Board will meet within 14 days (unless otherwise agreed by the Society and the Union) from the date of the Board Secretary's receipt of written notice pursuant to 2.1.4 above.

2.1.6 Any claim by a member or members of the Union against the Manager of any said theatre or by such a Manager against such a member or members shall automatically fail unless the above procedure has been complied with.

2.1.7 **Reference to Arbitrator**
Should the Board fail to agree upon any question referred to it in accordance with the above clause or upon any general question with which it is competent to deal, then the matter in dispute shall be referred to an Arbitrator acceptable to both sides, or failing an agreement, to an Arbitrator appointed by ACAS.

3. **Final and Binding Decision**

The decision of the Arbitrator upon any matter referred to him/her by the Board shall be final and binding upon the parties concerned and shall take effect as if it were the decision of the Board.

4. **Procedure that must be adhered to before any industrial action**

Having regard to the machinery provided above for the settlement of disputes, no strike or lock-out or stoppage of work either individual or collective, shall take place until the question at issue has been dealt with in the manner provided, and then only if either party should refuse to honour the finding of the Board or the Arbitrator as the case may be. No member of the Union shall be prejudiced or victimised by the Manager in any way by reason of the fact that the Union has brought forward representations on his/her behalf.

APPENDIX FOUR – SAMPLE DRUGS AND ALCOHOL POLICY FOR GUIDANCE PURPOSES

[The Theatre] recognise(s) the need to ensure that at all times the staff has a highly competent workforce capable of providing the best possible customer service. The [theatre] wishes to create and support a healthy and safe working environment, not only through its obligations to comply with the Health and Safety at Work Act 1974, but also through a supportive and rehabilitative approach towards alcohol, drugs and substance abuse problems.

Alcohol/Drugs in the Workplace

Alcohol must not be consumed during working hours or during breaks (including meal breaks). Staff are expected to arrive for work in a fit condition to perform their duties and to remain so until the working day is completed. Therefore, staff are expected to abstain from drinking alcohol until their working day has ended. Permission from your Director/Head of Department or the Chief Executive must be gained for an Individual to drink moderate levels of alcohol at evening hospitality events, press nights or one off celebratory occasions. An Individual present at such events should be aware that they are representing the [Theatre] and behave in a responsible and professional manner. The drinking of alcohol is permitted at parties when organised by the [Theatre].

Should an individual be taking prescribed drugs or have a medical condition that may have similar symptoms to being under the influence of alcohol or a prohibited drug, their Line Manager should be informed immediately. Any breach of the rules on alcohol consumption, and should an individual bring the [Theatre] into disrepute due to alcohol consumption, could lead to disciplinary action being taken which may lead to instant dismissal.

The Individual must not use, possess, conceal or deal in, prohibited substances on [the Theatre] premises or arrive to work under the influence of such substances. Any breach will be reported to the police and will constitute Gross Misconduct.

Procedures

Suspensions of a member of staff being under the influence of alcohol or drugs during working hours should be reported immediately to the relevant manager on duty. Managers receiving such reports or suspecting an individual to be under the influence of alcohol or drugs should:

- Speak to the individual privately and ask if they require a witness
- Inform the individual of their concern that the individual is under the influence of alcohol or drugs and the reasons for this belief
- Listen to any representation the individual makes
- Make notes of the discussion
- If the manager considers the individual to be under the influence of alcohol or drugs and unfit for duty, the manager may suspend the individual on full pay. In certain circumstances it may be appropriate to send the individual home.

In determining whether an individual is unfit for duty the manager needs a reasonable belief that the individual is under the influence of alcohol or drugs. Any witnesses should be asked to make a written statement as soon as possible following the incident.

Intervention

It is possible that a member of staff with an alcohol, drugs or substance abuse problem will come to the notice of a department through the observation of colleagues or through inadequate or deteriorating work performance. It is in the interest of the member of staff with such a problem to be offered help as soon as possible. The first approach should normally be for colleagues to encourage the individual to recognise his/her problem and seek advice either through his/her GP, our free confidential counselling service or contact the HR Manager/Line Manager/Company Representative in confidence. If this fails, colleagues are encouraged to alert their manager to the situation so that more formal support may be provided. The manager will then, after consultation with the Line Manager/HR Manager/Company Representative, arrange to meet with the member of staff to discuss the matter. The discussion will be confined to aspects of work performance, attendance, behaviour and/or attitude. In these circumstances the first step will most likely be referral, advice, support and/or treatment. Should job performance continue not to meet the required standard the individual may be subject to disciplinary action as detailed in [Theatre's] disciplinary procedures.

SOLT / BECTU AGREEMENT
SCHEDULE OF MINIMUM BASIC RATES PER SHOW AND HOURLY RATES
Operative from 16 October 2023 to 18 January 2026

The minimum fees for SOLT/Bectu have been agreed.

MINIMUM BASIC WEEKLY WAGES

Grade		Hours per week	16 October 2023 – 19 January 2025	20 January 2025 – 18 January 2026*
1	Chief Electrician	40	£840.91	£875.39
	Master Carpenter	40	£840.91	£875.39
	Head of Wardrobe	40	£840.91	£875.39
2	Deputy Chief Electrician	40	£717.57	£746.99
	Deputy Master Carpenter	40	£717.57	£746.99
	Box Office 1st Assistant	40	£717.57	£746.99
	Deputy Wardrobe	40	£717.57	£746.99
3	Chargehand Electrician / Stage	40	£661.87	£689.01
	Box Office 2nd Assistant	40	£661.87	£689.01
	Deputy Wardrobe	40	£661.87	£689.01
4	1st Grade Electrician	40	£642.55	£668.89
	1st Grade Stage	40	£642.55	£668.89
5	Dayman (Trainee)*	40	£609.46	£634.45
	Full-time Wardrobe Assistant	40	£609.46	£634.45
	Housekeeper	36	£548.53	£571.02
6	Stage Door Keeper	40	£557.78	£580.65
	Box Office Clerk / Telephonist	40	£546.16	£568.55
	Full-time Fireman	40	£546.16	£568.55
7	Cleaner	24	£311.80	£324.58

SHOW RATES

Grade		Hrs Per Show	Once-Nightly		
			16 Oct 2023 – 19 Jan 2025	20 Jan 2025 – 31 March 2025	1 Apr 2025* – 18 Jan 2026
3	Console Operator	3	£49.61	£51.64	£51.64
	Sound Operator	3	£49.61	£51.64	£51.64
	Chargehand Electrician / Stage	3	£49.61	£51.64	£51.64
4	Assistant Console Operator	3	£48.18	£50.16	£50.16
	Follow-spot Operator	3	£48.18	£50.16	£50.16
	Swing Showman	3	£48.18	£50.16	£50.16
5	Showman / Super	3	£45.71	£47.58	£47.58
	Dresser	3¾	£57.10	£59.44	£59.44
6	Performance Fireman	5	£68.30	£71.10	£71.10
8	Head Bar Person	3¾	£44.50	£46.32	£46.80
	Attendant Cleaner	3¾	£44.50	£46.32	£46.80
	Performance Cashier	3¾	£44.50	£46.32	£46.80
9	Bar Person	3¾	£43.54	£45.33	£45.79
	Checktaker	3¾	£43.54	£45.33	£45.79
	Usher	3¾	£43.54	£45.33	£45.79
	Cloakroom Attendant	3¾	£43.54	£45.33	£45.79

*The Grade 8 and 9 rates are adjusted in line with the increase to the NLW and the differential agreed in the January 2024 settlement.

Hourly Paid	16 October 2023 – 19 January 2025	20 January 2025 – 18 January 2026
Wardrobe Daytime Assistant	£15.23	£15.85
Production Worker	£15.23	£15.85
Skilled Production Worker	£16.05	£16.71

Michelle Major-Butler
Head of Employment Relations

APPENDIX SIX – SUNDAY PERFORMANCE ROSTER VARIATION REQUESTS

This Appendix applies to Individuals who have received a Sunday Notification and have a Letter of Engagement which:

- a) is not fixed term for the Current Production;
- b) provides for continued engagement beyond the Current Production; and
- c) does not include provision for working on a Sunday.

The Manager is defined in the DEFINITIONS section at the start of the Agreement. The Manager recognises that these Individuals may wish to request bespoke rostering arrangements when a Sunday Notification is issued.

Whilst the Manager must be alert to the needs of the business, the Manager also wishes to support a positive and inclusive workplace culture. Therefore, requests for such arrangements will be considered reasonably, openly and in good faith, being mindful of the context and each Individual's personal circumstances.

The following procedure will be followed after a Sunday Notification has been issued:

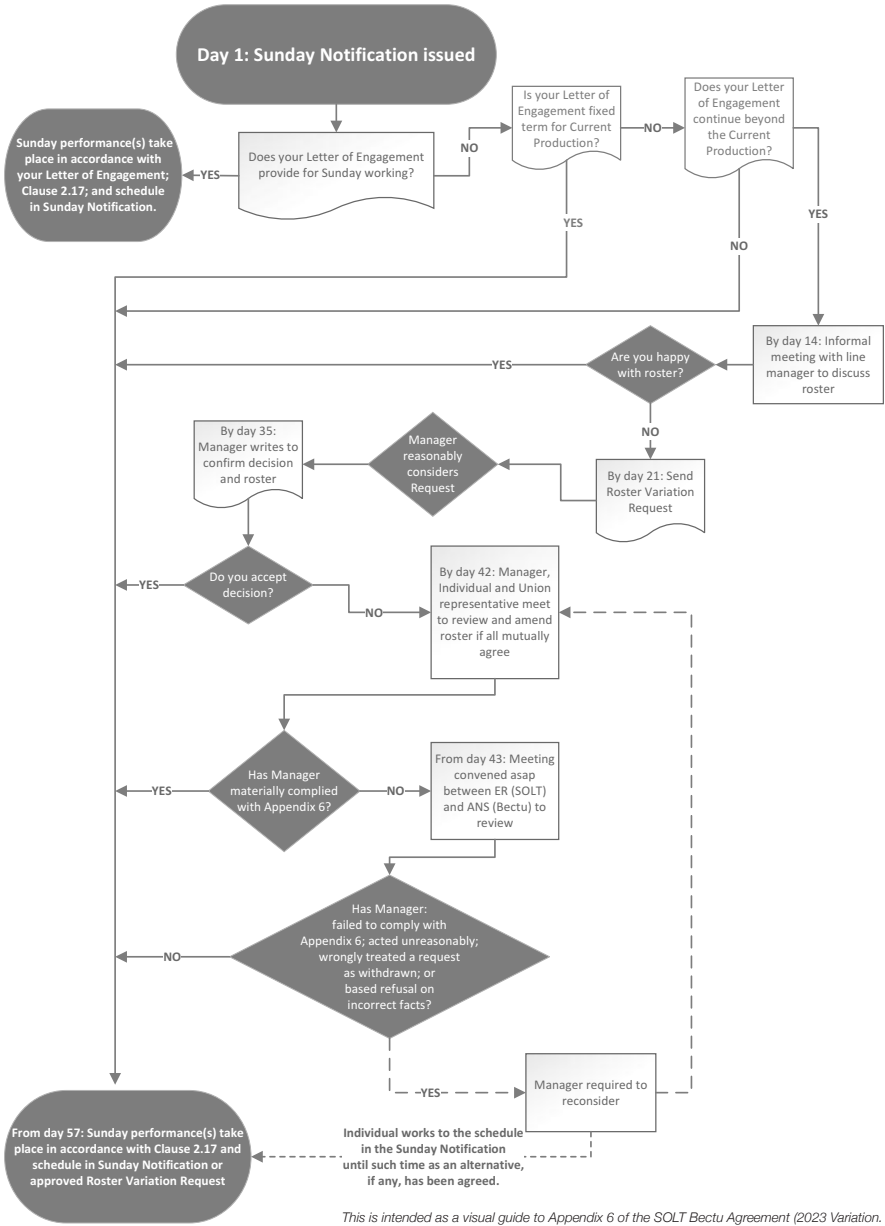
- a) The person to whom the Individual usually reports will meet informally with those Individuals affected to discuss staff rosters and any issues arising from the Sunday Notification. This meeting will take place within 14 days of issuing the Sunday Notification.
- b) Following the meeting, an Individual may write to the Manager or their Head of Department within 7 days setting out any specific concerns arising from the Sunday Notification together with a proposal as to how these might be accommodated in the Individual's roster (the Roster Variation Request).
- c) The Manager will make a practical business assessment as to whether and, if so, how a Roster Variation Request may be reasonably accommodated in the Individual's roster including making alternative suggestions where appropriate.
- d) The Manager, acting reasonably, will be entitled to refuse a Roster Variation Request on business grounds which may include:
 - i. inability to reorganise work amongst other staff;
 - ii. adverse effect on quality and performance;
 - iii. inability to meet customer demand;
 - iv. insufficient work for the Individual at the proposed alternative times;
 - v. additional cost that may damage the business; or
 - vi. forthcoming plans to change the workforce.
- e) The Manager will write to the Individual confirming whether or not the Roster Variation Request has been approved within 14 days of receiving it.
- f) If the Manager refuses the Roster Variation Request, the Individual may request a meeting with the Manager and a Union representative to take place within 7 days. The parties may discuss if any alternative compromise might be reached which is agreeable to both the Manager and the Individual, each acting in good faith. However,

the Manager will not be under any obligation to agree an alternative, provided the Manager has materially complied with this Appendix.

- g) After the earlier of 42 days after the day that the Sunday Notification is issued or the completion of the steps set out in paragraphs a) to f), if the Union representative believes that the Manager has acted unreasonably or failed to materially comply with this Appendix, they may request that a meeting is convened between the Head of Employment Relations of SOLT and the Arts and Entertainment Assistant National Secretary of Bectu who may choose one further unconnected representative each. These four people will review the procedure that was followed by the Manager using the Conciliation Board Procedure set out at section 2 of Appendix 3 of the Agreement. In any event, the Manager may only be required to reconsider the original decision if found to have: failed to materially comply with the requirements of this Appendix; not acted reasonably in handling an Individual's request; wrongly treated the Individual's request as withdrawn; or rejected a request based on incorrect facts.

Where the procedure has continued as outlined at paragraph g), the Individual will work to the schedule set out in the Sunday Notification until such time as an alternative arrangement, if any, has been agreed.

FLOWCHART TO ACCOMPANY APPENDIX 6 OF THE SOLT BECTU AGREEMENT (2023 VARIATION)



This is intended as a visual guide to Appendix 6 of the SOLT Bectu Agreement (2023 Variation). Where there is any inconsistency between this guide and the Agreement, the Agreement shall take precedence.

FAQS | CLAUSE 2.17 OF THE SOLT BECTU AGREEMENT (2023 VARIATION)

1. What must a Manager do to be able to schedule a performance on a Sunday?

The Manager must notify you of the schedule which is called a Sunday Notification and:

- a) have already included provision in your Letter of Engagement
- OR
- b) give you and Bectu 8 weeks' notice.

2. Do I have to work on a Sunday for a performance if it is included in my roster?

Yes, if there is provision in your Letter of Engagement or you have received 8 weeks' notice.

But, some people can request a variation to their roster. This is called a Roster Variation Request.

The arrangements for making this request are set out at Appendix 6 and the Appendix 6 Flowchart.

3. Can my Basic Hours be rostered on a Sunday for a Sunday performance?

Yes, but in each week your Basic Hours can only be worked on the maximum number of days set out in the Agreement for your role.

Depending on your Letter of Engagement, Basic Hours can only be rostered across any five or six days in any week.

4. If the Sunday performance is included in my Basic Hours, what is the minimum Call and what will I get paid?

You will receive your normal single time rate for the Basic Hours plus the same amount on top for Basic Hours worked on a Sunday. For Sunday Performances and Sunday Concerts, the minimum Call for Basic Hours on a Sunday shall be:

Full-time Individuals (whose minimum rates of pay are set weekly at Appendix 5)

	Hours
Stage and Electrics	8.00
Wardrobe and Wigs	8.00
Stage Door	8.00
Box Office	8.00
Housekeepers	4.00
Cleaners	4.00

Performance Staff (whose minimum rates of pay are set per show at Appendix 5)

	Hours
Stage and Electrics	4.50
Front-of-house	3.75
Dressers	4.50
Performance Fireman	5.00
Production Workers	8.00

Different minimum Calls on a Sunday may apply for building or production maintenance or where the Individual's Call is not for a performance and these are set out elsewhere in the Agreement.

5. If a Sunday performance is included in my Basic Hours, what if I go in to Overtime?

Overtime Hours are determined in the same way as any other day when you also work Basic Hours.

6. What if I am rostered to work a Sunday Performance in addition to the maximum number of days in the week allowed for my role in the Agreement?

The hours on that Sunday will be Overtime Hours as set out in the Agreement. Provided no Basic Hours have been rostered for you on the same day, the minimum Call for Overtime Hours on a Sunday is: 8 hours for a full-time Individual; 4.5 hours for Performance Staff except a Performance Fireman and Production Workers; 5 hours for a Performance Fireman; and 8 hours for Production Workers.

7. What if the performance on the Sunday is filmed or broadcast?

An additional payment will be made for television broadcasts and filming as set out at clause 2.15.

8. What must a Manager do to stop scheduling Sunday performances for a particular production?

Unless the performance schedule is specified in your Letter of Engagement, the Manager must give you 8 weeks' notice (except when notice is given in accordance with 2.16).

9. If I receive a Sunday Notification, can I choose to resign instead?

Yes, provided you give the notice set out at clause 2.16 or provided for in your Letter of Engagement.

Where there is any inconsistency between these FAQs and the Agreement, the Agreement shall take precedence.

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