



**3 July 2024**

**SOLT / Bectu Agreement Amendment – Sunday working clarification**

The settlement with SOLT in January 2024 included new arrangements for Sunday Performances and Sunday Concerts. Since the settlement was reached, it became apparent that there was a misunderstanding between the parties concerning how these new arrangements would affect minimum Calls for individuals working on a Sunday. Discussions have taken place between SOLT and Bectu, and the position has now been clarified. A new version of the settlement document follows on from this note which clarifies the minimum calls on a Sunday applicable to each role.

During the discussions with SOLT it had become clear that there was no consistency of approach for minimum calls across all the West End over the years. We believe that this clarity in going forward is helpful and the minimum Calls should apply from the week commencing 8 July 2024. This proposal for a way forward was discussed and fully supported by reps at a meeting open to all reps on Monday 1 July 2024.

SOLT are working on updating the Agreement to reflect the January settlement and as soon as this is signed off we will upload the new version on the website as soon as it is available.

Members should check that they are being scheduled for the correct minimum calls and if you are experiencing any issues then please speak to your local Bectu rep in the first instance in order to try and resolve the problem locally.

## INTRODUCTION

SOLT and Bectu (the **Parties**) met at Acas during the autumn of 2023 to discuss the SOLT Bectu Agreement dated 2 October 2017 (the **Agreement**) as varied by the SOLT Bectu Covid-19 Variation Agreement effective from 24 September 2020 (the **Covid Variation**) and as subsequently varied by the SOLT Bectu Variation Agreement effective from 16 October 2022 (the **2022 Variation**).

On 4 December 2023, the Parties jointly agreed terms of settlement which SOLT and Bectu formally recommended for ratification by their respective members (the **Settlement**). The terms were ratified by Bectu members at ballot, which concluded on Tuesday 9 January 2024. The terms of the Settlement shall be effective from the Monday 15 January 2024 (the **Approval Date**).

## AGREEMENT DATES

1. Clause 1.4 of the Agreement shall be amended such that “15 October 2023” is replaced with “18 January 2026”.

## MINIMUM RATES OF PAY

2. The minimum rates in the Agreement shall be increased with effect from:
  - a. 16 October 2023 by 7.1% (to cover a 15-month period); and again from
  - b. 20 January 2025 by the CPI figure published by the ONS in December 2024 plus 1.5%, subject to a minimum increase to the rates of 2% and a maximum increase of 6%.
3. On 1 April 2025, if the National Living Wage (NLW) exceeds the Grade 9 rate at that time, the Grade 9 rate shall be increased to match the NLW and the Grade 8 rate shall be adjusted to maintain the same percentage differential with the Grade 9 rate that exists as at 16 October 2023.
4. The revised rates shall be set out at Appendix FIVE of the Agreement.

## INTERIM ARRANGEMENTS FOR SUNDAY WORKING

5. From the Approval Date the Covid Variation shall cease to be effective.
6. From the Approval Date up to and including the Sunday of the eighth week following the Approval Date:
  - a. Sunday is to be treated as part of the normal working week and the Sunday payment will be 0.5T on top with no opt out; and
  - b. the Manager may issue a Sunday Notification as set out in new clause 2.17.1.

## DEFINITION OF BASIC HOURS

7. From the Monday eight weeks after the Approval Date (being Monday 11 March 2024, the **Implementation Date**), the definition of Basic Hours in the DEFINITIONS section at the start of the Agreement shall be deleted and replaced with:

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.

## NEW CLAUSE FOR SUNDAY PERFORMANCES AND SUNDAY CONCERTS

8. From the Implementation Date, Clauses 2.17 and 2.18 shall be deleted and replaced with:

**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 the Approval Date, the Manager shall be deemed to have provided the Sunday Notification provided that it acts in accordance with this clause 2.17 from the Implementation Date.
- 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:

<b>Full-time Individuals (whose minimum rates of pay are set weekly at Appendix 5)</b>			
		<b>Hours</b>	
Stage and Electrics		8.00	
Wardrobe and Wigs		8.00	
Stage Door		8.00	
Box Office		8.00	
Housekeepers		4.00	
Cleaners		4.00	
<b>Performance Staff (whose minimum rates of pay are set per show at Appendix 5)</b>			
		<b>Hours</b>	
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.

- 2.17.5 The minimum Call for Overtime Hours on a Sunday shall be 8 hours for a full-time Individual and 4.5 hours for Performance Staff, provided no Basic Hours have been rostered for the Individual on the same day. 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.
9. Clauses 2.19, 2.20, 2.21, 2.22, 2.23, 2.24 shall be renumbered 2.18, 2.19, 2.20, 2.21, 2.22 and 2.23 respectively and any cross references elsewhere in the Agreement amended accordingly.

#### **NEW APPENDIX TO CONSIDER SUNDAY PERFORMANCE ROSTER VARIATION REQUESTS**

10. From the Implementation Date, the following new Appendix Six shall be incorporated into the Agreement:

##### **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**).

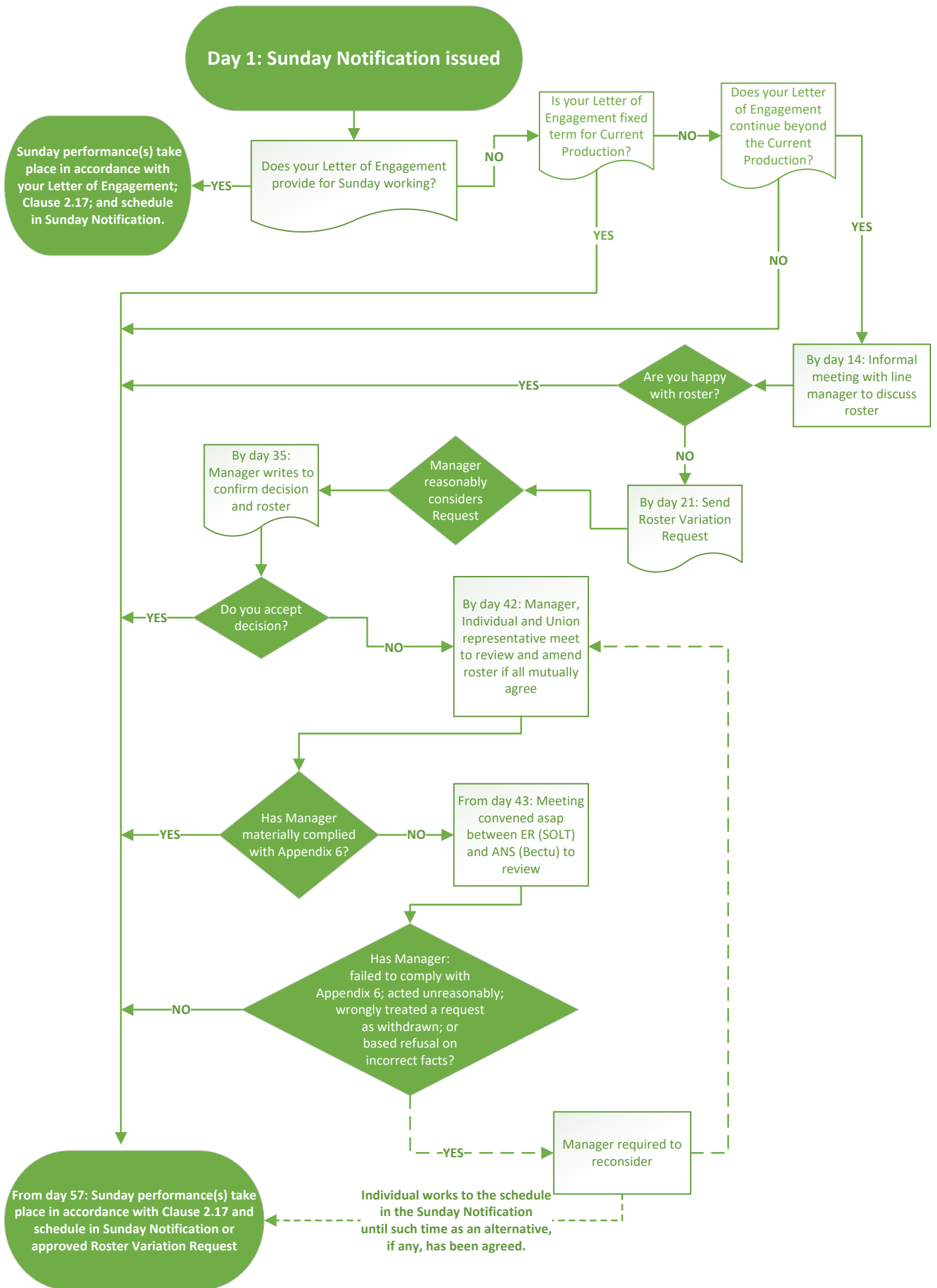
- c) The Manager will make a practical business assessment as to whether and, if so, how a Roster Variation Request may be reasonably accommodated in the Individual's roster including making alternative suggestions where appropriate.
- d) The Manager, acting reasonably, will be entitled to refuse a Roster Variation Request on business grounds which may include:
  - i. inability to reorganise work amongst other staff;
  - ii. adverse affect 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.

## **JOINT WORKING PARTY**

11. Between the Approval Date and the date at paragraph 1 above, SOLT and Bectu agree to participate in two joint working groups to review: i) the Agreement and its scope generally; and ii) a more detailed review of the provisions for Box Office, Front Of House and Stage Door.

# Flowchart to accompany Appendix Six of the SOLT Bectu Agreement (2023 Variation)



This is intended as a visual guide to Appendix Six 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:

<b>Full-time Individuals (whose minimum rates of pay are set weekly at Appendix 5)</b>			
	<b>Hours</b>		
Stage and Electrics	8.00		
Wardrobe and Wigs	8.00		
Stage Door	8.00		
Box Office	8.00		
Housekeepers	4.00		
Cleaners	4.00		
<b>Performance Staff (whose minimum rates of pay are set per show at Appendix 5)</b>			
	<b>Hours</b>		
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.

Your minimum call will be 8 hours for a full-time Individual and 4.5 hours for Performance Staff.

**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.



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

The revised minimum fees for SOLT/BECTU have been agreed.

**MINIMUM BASIC WEEKLY WAGES**

Grade		Hours per week	16 Oct 2023 – 19 Jan 2025	20 Jan 2025 – 18 Jan 2026*
1	Chief Electrician	40	£840.91	*CPI plus 1.5%, based on the CPI figure published in December 2024, with a maximum increase of 6% and a minimum increase of 2%
	Master Carpenter	40	£840.91	
	Head of Wardrobe	40	£840.91	
2	Deputy Chief Electrician	40	£717.57	
	Deputy Master Carpenter	40	£717.57	
	Box Office 1st Assistant	40	£717.57	
	Deputy Wardrobe	40	£717.57	
3	Chargehand Electrician / Stage	40	£661.87	
	Box Office 2nd Assistant	40	£661.87	
	Deputy Wardrobe	40	£661.87	
4	1st Grade Electrician	40	£642.55	
	1st Grade Stage	40	£642.55	
5	Dayman (Trainee)*	40	£609.46	
	Full-time Wardrobe Assistant	40	£609.46	
	Housekeeper	36	£548.53	
6	Stage Door Keeper	40	£557.78	
	Box Office Clerk / Telephonist	40	£546.16	
	Full-time Fireman	40	£546.16	
7	Cleaner	24	£311.80	

## SHOW RATES

Grade		Once-Nightly		
		Hrs Per Show	16 Oct 2023 – 19 Jan 2025	20 Jan 2025 – 18 Jan 2026*
3	Console Operator	3	£49.61	*CPI plus 1.5%, based on the CPI figure published in December 2024, with a maximum increase of 6% and a minimum increase of 2%
	Sound Operator	3	£49.61	
	Chargehand Electrician / Stage	3	£49.61	
4	Assistant Console Operator	3	£48.18	
	Follow-spot Operator	3	£48.18	
	Swing Showman	3	£48.18	
5	Showman / Super	3	£45.71	
	Dresser	3¾	£57.10	
6	Performance Fireman	5	£68.30	
8	Head Bar Person	3¾	£44.50	
	Attendant Cleaner	3¾	£44.50	
	Performance Cashier	3¾	£44.50	
9	Bar Person	3¾	£43.54	
	Checktaker	3¾	£43.54	
	Usher - no commission	3¾	£43.54	
	Cloakroom Attendant	3¾	£43.54	
10	Usher with commission	3¾	£38.98	

Hourly Paid	16 Oct 2023 – 19 Jan 2025	20 Jan 2025 – 18 Jan 2026*
Wardrobe Daytime Assistant	£15.23	*CPI plus 1.5%, based on the CPI figure published in December 2024, with a maximum increase of 6% and a minimum increase of 2%
Production Worker	£15.23	
Skilled Production Worker	£16.05	

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