

EQUITY - WEST END CLAIM 2022

Equity's West End claim has a limited number of clear and concise objectives. We seek: a real-terms pay increase for all members in conjunction with more meaningful time off during the rehearsal period; increased holiday and incapacity salary entitlement; and proper recognition through better remuneration of the contribution covers, understudies and swings have made and continue to make since theatres reopened in 2021. In compiling the claim Equity has surveyed and consulted our members and also the agent community, as is customary.

FINANCIAL CLAIM AND DURATION OF AGREEMENT

We seek an increase in minimum rates of pay for Year 1 (April 2023-2024) of 17%, and Year 2 (April 2024-2025) of a further 10% or RPI if higher.

Our other claim elements are as follows:

2.1 Contract

Buy-outs are increasingly being offered to actor members which are not transparent, which make the basic salary offered unclear and which undermine minimum terms.

In addition to the drafting changes set out at the end of the claim we claim a new Clause:

2.1.2.1: An Actor cannot be engaged on a buy-out if their basic salary is less than £1000.

2.7 Annual Holiday

We are seeking to increase holiday entitlement on the basis that our members work a six-day week for the performance period and the current entitlement is calculated assuming a five-day work week.

2.7.1 Entitlement

Change the current clause 2.7.1.1 to read: The Artist is entitled to **34** days' holiday with pay in each complete year of work. Entitlement for part-years will be calculated pro rata. Change clause 2.7.1.2 to read: **36** days for those Artists with 5 years' or more.

Equity is seeking an additional clause to be added to the agreement limiting the use of embargo periods.

Add new clause: 2.7.1.4: The Manager must specify any holiday embargoes, with a maximum of three separate periods, at the point of contract. The cumulative total of these periods may not exceed a quarter of the length of the entire contract.

2.9 Allowances & Expenses

Equity is claiming an increase to the Relocation Rate in order to reflect the increased costs of relocating for members.

West End Relocation Rate to increase to **£300**.

3.2 Incapacity

Equity seeks increases to the incapacity salary period given the active nature of work and the six-day performance week which can lead to increased rates of injury and illness.

Amend the Clause 3.2.4.1 to read: The annual Incapacity Salary Period of the Actor or member of Stage Management shall be:

Duration of contract Applicable Incapacity Salary period

0 to 13 weeks - 2 Weeks, **14 to 26 weeks** - 3 weeks, **27 to 39 weeks** – 4 weeks, **40 to 52** – 5 weeks

We are also claiming an increase to the ceiling on Incapacity Salary in order to limit financial detriment to Principal Artists from a period of sickness absence.

Amend: 'Incapacity Salary': is the Actor or member of Stage Management's Salary capped at **triple** the Applicable Minimum Salary

3.7 Rehearsals

We believe the time is right to look again at implementing the five day rehearsal week in the West End and claim the following addition to the agreement.

Add the new Clause 3.7.2 Working Week During Rehearsals:

During the initial rehearsal period of a contract the working week will be a maximum of five days from Monday to Friday, apart from tech week when it can be a maximum of six days from Monday to Saturday.

FINANCIAL CLAIMS AND FINANCIAL ITEMS

Equity claims 17% on the minimum rate.

Minimum Pay Rates

Performer/ASM:

Category A - £899.71 (17%) **Category B** - £818.42 (17%) **Category C** - £736.41 (17%)

Stage Management uplifts to rise to £76.05 for DSM per week (17%) and £152.10 for SM (17%)

Equity seeks increases to fees to remunerate swings, covers and understudies for their hard and important work. We are also claiming a responsibility fee for minor or crowd roles.

Covering rates –

Responsibility and Performance Fees

Leading role - £ 70 (100%) Emergency cover of a role - £18.50 (103.3%)

Supporting role - £ 45 (104.5%) Emergency cover of a feature - £9 (103.2%)

Minor or crowd role - £ 18.50 (103.3%)

Dance captain – to rise to £140 per week (17%) **Swing rate** - to rise to £120 per week (33.3%)

All other rates in the agreement to be increased by 17%.

Equity Stage Management members are clear that workers who take on extra responsibilities covering more senior roles should be paid a responsibility payment in the same way that performers are.

Add the new Clause:

A member of the Stage Management team required to cover a more senior role will be paid a weekly responsibility fee of £25 and a per show fee of £6.25 when asked to fulfil the more senior role due to absence or stepping up. In the latter instance, Clause 6.3.5 would not also apply. The weekly responsibility fee will apply from the point that the member of Stage Management is asked to learn the extra track/s for the senior role.

3.9 EPKs

*We claim that the rates in the Agreement be updated as these have been eroded severely by inflation, i.e. the EPK fees to be increased to **£316 (17%)** and **£158 (17%)** and **£18 (20%)**.*

DRAFTING CHANGES

We seek drafting clarifications as follows:

2.1 Contract

The use of buy-outs is increasing and Equity Performer and Stage Management members are unanimous in the need for additional clarity during the contracting process and increased obligation on Management to meet any additional payments incurred during the contract.

Retain Clause 2.1.2 Any addendum or rider which forms a part of the Contract shall not worsen the overall position of the Artist over the period of the engagement from that provided for in this Agreement or the Standard Contract.

Separate from above and add:

2.1.3 Where an element of contractual entitlement is bought out for an enhanced sum, the Manager shall clearly state the total buy-out figure for the entire contract, and the difference between that buy-out figure and the agreed basic rate. The difference between these two figures will be the agreed amount of pre-purchased overtime. The producer will ensure that weekly hours are tracked such that when all the pre-purchased overtime is expended, the producer shall pay any overtime accrued on a weekly basis. For the avoidance of doubt, holiday pay and bank holiday pay are not items that can be included in the buy-out and must be paid in addition to basic pay; a buy-out is an aggregation of payments due, not hours worked.