

SOLT/MU Agreement – COVID-19 Variation

PROPOSAL

1. The SOLT/MU Agreement made on 7th October 2019 will be subject to the following variations for the duration of the remaining period of the Agreement.
2. All salaries and allowances to be maintained at 2019/20 rates.
3. Salaries will be pro-rated according to the number of rehearsals/performances undertaken, subject to a minimum payment of 5 rehearsals/performances
This variation does not apply to engagements under the provisions of the Small Theatres Agreement.

Where Musicians are not currently contracted under the provisions of the Small Theatres Agreement, the manager may choose to operate the provisions of the Small Theatres Agreement if eligible due to reduced capacity, and as an alternative to utilising the pro-rata arrangements under the Variation Agreement.

4. Where less than 8 performances are scheduled, holiday entitlement may be utilised at the request of either the Manager or Musician for the day(s) on which there is no performance, provided holiday entitlement is due
5. Sunday is to be treated as part of the normal working week in all respects for all shows until and including Sunday 3 April 2022. Thereafter, the Sunday payment will be 0.5T on top for the duration of the remaining period of the Agreement.
6. All overtime rates shall be calculated at single time.
7. Rehearsals shall last for a maximum of 4 hours. Where rehearsals are extended beyond 3 hours the included break towards the middle of the call will increase by 5 minutes to 20 minutes. Payment for time worked over 3 hours will be paid at normal time not the overtime rate of time and a half.
8. Performances shall last a maximum of 3 hours including an interval. Overtime is only payable after 3 hours, but in a COVID-19 situation, whereby safety measures for Staff and/or audience in the building result in a longer interval or an earlier call time or later finish because of such measures, no additional pay shall be paid for the first 90 minutes or part thereof that these measures lengthen a musicians call. Payment for such time in excess of 90 minutes will be paid at normal time not the overtime rate of time and a half.
9. The Manager may make such changes to the performance schedule as may be required to accommodate the needs of the production subject to giving 4 weeks' notice where practicable. It is agreed that COVID-19 related emergencies may mean that less notice may be given
10. Failure to Produce: Where the manager cancels the production before the opening night, the following shall apply in final settlement of all claims that the Artist may have against the manager under the Contract;

Period of Notice of Cancellation	Weeks payment at relevant minimum performance salary
More than 4 weeks	None
2 – 4 weeks	1 week
Less than 2 weeks	2 weeks

11. For the avoidance of doubt, it is confirmed that Clause 1.7 – Force Majeure will apply where, through any reason demonstrably related to COVID-19, the Production is unable to proceed at any time and for any period

12. It is recognised that that these variations may result in some increase in the use of Deputies; Managers will be cognisant of this and will not unreasonably refuse a Musician's request to use a Deputy, but Managers are final arbiter as to whether, artistically, the show is maintained to an adequate standard. Musicians should take consideration of local rules into account in relation to this clause, albeit local rules should also not override the understanding of this clause.

SOLT

25 November 2020