

**COSTUME PROFESSIONALS NEED
THE NUMBERS TO BE HEARD!**

**CHECK YOU ARE A MEMBER
CHECK YOUR COLLEAGUES ARE MEMBERS**

JOIN NOW!

costumeforum.slack.com
www.bectu.org.uk/get-involved/join-bectu

(if you're already a member but not sure if you're in the right branch, please email info@bectu.org.uk)



BECTU Sector Office
373-377 Clapham Road
London SW9 9BT
Tel: 020 7346 0900

The media & entertainment union
www.bectu.org.uk
www.bectu.org.uk/art-technicians

[@bectu](https://twitter.com/bectu) [f bectuofficial](https://facebook.com/bectuofficial)

MEAL BREAKS

**(a summary of SOLT/BECTU
and UKT/BECTU Agreements)**

- normally consist of one hour unpaid and do not count as working time
- should be taken at a time to suit operational requirements
- if a call for duty is for more than 5 hours, you are entitled to one meal break
- if a call for duty is for more than 10 hours on any day between 9.00am and 11.00pm, a total of two meal breaks must be given and one payment at the current rate* for meal expenses (*UKT agreement only)
- if a call for duty is for more than 15 hours, a total of three meal breaks shall be given and two payments at the current rate* for meal expenses (*UKT only)
- if you are required to work through a meal break, you should be paid at least double time for each fifteen minutes (rounded up) missed
- where you are already on enhanced overtime calculation (eg: Sundays, Bank Holidays and overnight working) a further half time extra will be added for each fifteen minutes for each break missed.

NOTICE AND CANCELLATION OF CALLS

**(a rough summary of SOLT/BECTU
and UKT/BECTU Agreements)**

- make sure the company always have your most up to date contact information

7

- cancellation of calls must be notified at least 48 hours in advance (or at least 24 hours in the case of a casual)
- if any call is cancelled giving more than 24 hours but less than 48 hours' notice, payment of the applicable rota'd rate for the minimum call time of 3.5 hours must be made
- if any call is cancelled giving less than 24 hours' notice, payment of up to a potential 8 hours at the applicable rota'd rate must be made.

EQUAL PAY

Women and men employed on work rated as equivalent i.e. the same work or work of equal value, are entitled to equal pay unless the employer has a material reason, untainted by gender, for the difference in pay.

In Great Britain, but not as yet in Northern Ireland, pay secrecy clauses are unlawful so any term in a contract which forbids employees from discussing their pay for the purpose of finding out if there is discrimination will be unenforceable.

DIGNITY AND RESPECT AT WORK

UK Theatres and SOLT have published their groundbreaking new principles and zero-tolerance guidance for theatres in co-operation with BECTU. Managers and members

8

are committed to providing and maintaining a working environment free from such negative actions so if you experience unfair, offensive, abusive, intimidating, humiliating or malicious behaviour, make sure that you (a) make it clear to the aggressor that you are not happy with their behaviour (b) report it to your line manager if it continues (c) keep a diary just in case you need to provide evidence of a pattern of behaviour and (d) take out a complaint/grievance if your informal attempts to resolve the situation are not successful (ask your BECTU rep or manager for a copy of the Grievance Procedure).

ADVICE FROM BECTU

BECTU Sector of Prospect advises members on a range of issues concerning their rights at work. The union may also represent members at internal grievance or disciplinary hearings and employment tribunals. Workplace and other legal assistance is offered at the discretion of the union and is decided on the facts and merits of each case.

The information here can only offer a brief summary of employment rights. Contact your BECTU representative or BECTU official as early as possible if you need legal advice. If you don't know who your representative or official is then do write to info@bectu.org.uk to request advice with a brief summary of the issue. Please quote your membership number.

9

DON'T FORGET THE OTHER BENEFITS OF MEMBERSHIP:

- BECTU's new PLI Extra combined freelancers' insurance – available from 1st May 2019 – brings together public liability insurance (PLI) and personal accident cover for the first time. The two-in-one plan, which will cost just £38 per year for UK-based BECTU members, will cover the individual member, a limited company where the member is the sole employee and a formal partnership where the partner is also a BECTU member who subscribes to the insurance. For more information please contact Hencilla Canworth Ltd on 0208 686 5050 or bectupli@hencilla.co.uk
- BECTU's Tax Guide for Freelancers covering advice on tax status, the Lorimer letter, the 7 day rule, expenses, VAT and so much more.
- BECTU Plus - a package of tailored discounts on products and services of value to members at work, home and leisure such as cinema tickets, hearing tests, osteopathy and Apple products. We also offer guaranteed price promises on services including gym membership, airport parking, car insurance, books and tax returns.
- Tailored training in negotiating skills, finance for freelancers, emergency first aid, building a website, using social media, setting up as a sole trader, starting out in editing, screenwriting workshops and so much more – just ask!

10



**COSTUME
PROFESSIONALS**
your rights at work



YOUR RIGHTS AT WORK

Sometimes the agreements that BECTU has negotiated to safeguard your terms and conditions are tough to decode, sometimes your contract doesn't seem to make sense and sometimes you are not even given a contract. So, with the help of your BECTU reps, we have prepared this fact card to help you understand your rights at work.

The information set out here cannot cover all circumstances, so always seek advice from your BECTU rep or official - check out the BECTU COSTUME FORUM on Slack costumeforum.slack.com to talk to your colleagues or contact BECTU officials direct on costumeforum@bectu.org.uk.

First, establish what agreement you fall under - is your theatre in the West End and part of Society of London Theatres (SOLT) or is it outside the West End and part of UK Theatres (theatres outside the commercial West End) or is there a local house agreement? You can find out by asking colleagues or checking the SOLT and UKT websites for their members list.



SOLT and UKT agreements are on the BECTU website on the members-only pages and they set minimum standards around things like:

- length of the working day and when paid/unpaid breaks are taken
- overtime payments and premium payments - when they are paid and at what rate
- penalty payments for missed or shortened breaks
- sick pay
- minimum basic rates of pay
- one time extra payment for hours worked to facilitate the TV or film recording of the production for commercial purposes (you should ask for confirmation of this when you are first offered the job to avoid difficult conversations later).

Whatever the agreement, your terms and conditions cannot fall below the legal minimum requirements set down in legislation such as the Minimum Wage (currently £8.21 for 25+ as from April 2019) and the Working Time Directive, parts of which we describe below. It may well be that your contract of employment offers better terms, in which case the rights in your contract will apply over and above the legal minimums, but it cannot offer worse terms than the legal minimum requirements.

YOUR CONTRACT

Always check the contractual terms that apply to you - these may be recorded in:

- your written contract
- a statement of terms and conditions
- your letter of appointment

If you have none of these, ask for one straight away as the law specifies you should be issued with a written 'statement of employment particulars' within 2 months of the start of employment. If your employer continues to 'forget' to issue you with anything in writing, put in writing in an email to your line manager a polite request for clarification of your terms and conditions.

BUY-OUT CONTRACTS

Members are often hired on a buy-out contract. This is a contract where all additional payments such as overtime, Sunday working, in costume etc are affectively "bought out" and included in the rate offered.

A buyout based on a BECTU agreement must not leave you worse off than you would have been on a standard contract.

If your contract is described as a buy-out, ask them to specify exactly what it is buying out and get it confirmed in writing. For example, it should specify:

- that **you are entitled to holiday pay** at a minimum of 12.07%
- what **breaks** and what amount of **compensation you are entitled to when you miss a break**

- **rest break penalty payments** where you are required to work without a full 11 hour break between shift
- fair **cancellation terms** which recognise that once you accept one job, you have to turn down other offers
- how you will be paid for requirements that are out of the ordinary such as **wearing blacks, night work, box money, travel days or expenses** (these payments are not quantified in some of the agreements and have to be negotiated show by show so ask other union reps for help on precedents - for example, the instruction to consider these payments as extras under the SOLT/BECU Agreement is on page 23 under 2.19 Special Technical Requirements; however, under the UKT/BECTU Agreement there is no payment for blacks but there is an ancillary payment for in costume or make-up in section 3.3.4)
- the maximum number of **Sundays or bank holidays** you may be expected to work
- most vital of all, so you do not agree to unlimited overtime, what is the maximum length of the working day or working week, **after which you should be paid for additional overtime and at what rate.**

You should then calculate what value that should represent in money you would have received were it not bought out.

Some of the payments are not itemised in our agreements and are subject to negotiation so, again, check what

comparable payments are being made for each element across the industry by asking your colleagues through the BECTU COSTUME FORUM costumeforum.slack.com or contact BECTU officials direct on costumeforum@bectu.org.uk.

NEGOTIATING THE BEST DEAL

If you have no contract and are being given a verbal offer of work, don't allow yourself to be rushed - slow the conversation down, ask for clarification based on the checklist above, repeat back to them what they are offering to avoid any misunderstanding ("So you are offering a 40 hour week for a 4 month period on £405 per week plus any overtime worked over 40 hours ...). If you are broadly interested in the offer, let them know and say you will call back shortly to confirm once you have checked your availability. At this point you may want to call a few colleagues discreetly to check whether you are being offered a reasonable contract or are undercutting their going rate.

Some of the BECTU agreements have minimum rates for some roles such as Head of Wardrobe, Deputy Wardrobe, Wardrobe Assistant and Dresser but not yet for Costume Supervisor - another reason to join BECTU now to make sure we have the numbers to negotiate a fair minimum rate!

UNDERSTAND THE AGREEMENTS

WORKING TIME

Under the working time regulations all workers have the right to:

- work no more than an average of 48 hours per week
- a daily rest period of 11 hours from when you leave work to when you return
- a 20-minute break if working more than 6 hours a day
- a weekly rest period of 24 hours or 48 hours in a fortnight.

You should check the SOLT and UKT agreements on the members only pages of the BECTU website to find out what you are entitled to if there are breaches:

- compensatory rest, if a break of 11 hours cannot be given for operational reasons, with the compensatory rest being equivalent to the period of rest not taken
- payment for an infringed overnight or meal break
- compensatory rest, if such a weekly break cannot be given for operational reasons, equivalent to the period of rest not taken.