



3 September 2020

**SOLT and BECTU – Covid-19 Variation Agreement**

SOLT and BECTU have agreed the attached minimum terms Variation Agreement.

The Variation Agreement is effective from Thursday 24<sup>th</sup> September 2020 and will remain in place for such period of time as determined by the terms of the agreement.

All other terms and conditions remain as set out in the Collective Agreement.

## **SOLT/BECTU Agreement: Covid-19 Variation Agreement**

### **Review Mechanism**

The Variation Agreement will remain in place for a period of time as determined by the Review Mechanism. The Review Mechanism is set out at Appendix 1 and provides for four-monthly reviews from January 2022 onwards. The Review Mechanism applies to all elements of the Covid-19 Variation Agreement except in respect of the timescales for Sunday working arrangements which will apply as set out further below.

SOLT and BECTU agree to meet, formally or informally, every 3 months during the period of the Variation Agreement to discuss the circumstances moving forward.

Whilst the Covid-19 Variation Agreement does not provide for permanent changes to the SOLT/BECTU Agreement, equally there are no pre-determined outcomes following the ending of the Covid-19 Variation Agreement. There will be negotiations on the whole of the SOLT/BECTU Agreement commencing Autumn 2022 with a view to implementation in June 2023.

The Variation Agreement is predicated on the overwhelming majority of the long running shows in the West End opening by the end of April 2021. Should those dates go later, then the dates within this variation may be reviewed and extended with the agreement of both parties.

### **Pay**

Pay rates are to be maintained at current levels.

### **Short Time working provision – 5/8**

Short Time working provision to allow for pro-rating of pay based on the number of performances, where the number is reduced by the effects of Covid-19, subject to a minimum of 5/8 in any week.

SOLT anticipates that the incidence of less than 8 performances being staged will reduce over the time that the Variation Agreement is in place.

### **Overtime and extra pay**

Longer calls due to Covid-19 health and safety measures will be paid at single time, not overtime rates and the time will not count towards weekly hours when calculating overtime.

If staff are called early for a Covid-19 test, or their call is extended due to an emergency on the day, there would be no payment for the first 30 minutes or part thereof subject in any event to a maximum of 30 minutes in any single call.

### **TV Broadcasts**

To be determined at local level.

### **Sunday performances**

Sunday is to be treated as part of the normal working week in all respects (excluding Sunday Concerts), and with no opt out until the end of January 2022, other than where a show opens

after 1 February 2021, where a period of up to 12 months (52 weeks) from the first performance in a venue will apply, but in any event, this period will end no later than and including Sunday 3 April 2022.

At the end of January 2022, or the end of the 12-month (52 week) period (being no later than and including Sunday 3 April 2022), the Sunday payment will be 0.5T on top with no opt out until the end of June 2023. Further arrangements will be negotiated commencing in Autumn 2022 with a view to implementation from 1 July 2023 onwards.

Payments for get ins and get outs on Sundays will be time and a half where they take place within normal working hours (9am – 11:30pm) and double time where they take place outside of the normal working hours (between 11:30pm on Sunday and 9am on Monday). This will apply throughout the entire period of the Variation Agreement. If a get in/get out takes place on any other day of the week, it will be paid at single time where it takes place within the normal working hours, and the existing applicable rate for work outside the normal working hours.

Turnarounds will be treated as per paragraphs 1 and 2 of this clause.

If no position can be agreed on the Sunday provisions moving forward by the end of June 2023, both parties agree to refer the issue of Sundays for conciliation and/or possible arbitration through the offices of ACAS.

### **Special Technical Requirements**

All show bonuses, other than 9 for 8 bonuses, to be waived, irrespective as to whether staff are on minimum rates.

9 for 8 bonuses for Performance Staff, will continue to be paid;

- If the bonus is already in place on a returning production or
- where put in place by local determination on a new production.

Should there be less than 8 performances in a week under the short term working provision, then the performance staff would receive 1 extra show compared to what they have actually worked, ie if there are only 6 performances in a week, the performance staff would be paid 7 for 6 in this instance, provided they have worked all 6 shows.

### **Force Majeure**

The following clause will be inserted into the SOLT/BECTU Agreement in accordance with statutory provisions.

*“In the event of a work shortage or other similar circumstances arising as a result of the Coronavirus Covid-19, or any similar virus or any other epidemic or pandemic (as determined by any public authority), which prevent normal working on the days on which an individual may have accepted an offer of work from the Manager, the Manager shall be entitled to lay an individual off or impose short time working arrangements to meet those circumstances. During these periods, the individual may be entitled to receive a guarantee payment under the Employment Rights Act 1996. The individual will not be entitled to receive any other remuneration from the Manager and any payments made during these periods will be at the Manager’s sole discretion.*

*Where any employees’ contracts of employment contain a lay-off/short time working clause, those contractual arrangements will prevail over the above provision and the above provision*

*shall not in any way amend or vary the position as set out in their contracts of employment.”*

## **Appendix 1**

### **Variation Agreement Review Mechanism**

As proposed the Variation Agreement runs until at least January 2022.

In January 2022, Box Office figures from the beginning of January 2019 until the end of December 2019 will be compared to the Box Office figures from the beginning of January 2021 until the end of December 2021. Should the Box Office figures of January 2021 – December 2021, equal or exceed the figures of January 2019 – December 2019, the Variation Agreement will fall away other than the Sunday arrangements and where specifically outlined in the letter above. BECTU and SOLT will then enter into negotiations as to new pay rates and other issues which impact on the falling away of the Variation Agreement. Notification will take place in January 2022, and both sides will use their reasonable endeavours to conclude their negotiations so that new arrangements can be in place by the week of 28 February 2022.

Should the Box Office figures of January 2021 – December 2021, not equal or exceed the Box Office figures of January 2019 – December 2019, the Variation Agreement will be extended to May 2022, whereby the figures of January, February, March and April 2022, will be compared to the figures of January, February, March and April 2019.

Should the Box Office figures from the beginning of January 2022 until the end of April 2022 equal or exceed the figures from the beginning of January 2019 until the end of April 2019, the Variation Agreement will fall away other than the Sunday arrangements and where specifically outlined in the letter above. BECTU and SOLT will then enter into negotiations as to new pay rates and other issues which impact on the falling away of the Variation Agreement. Notification will take place in May 2022 and both sides will use their reasonable endeavours to conclude their negotiations so that new arrangements can be in place by the week commencing 27 June 2022.

Should the Box Office figures from the beginning of January 2022 until the end of April 2022, not equal or exceed the Box Office figures from the beginning of January 2019 until the end of April 2019, the Variation Agreement will be extended to September 2022, whereby the figures of May, June, July and August 2022 will be compared to the figures of May, June, July, and August 2019.

Should the Box Office figures from the beginning of May 2022 until the end of August 2022 equal or exceed the figures from the beginning of May 2019 until the end of August 2019, the Variation Agreement will fall away other than the Sunday arrangements and where specifically outlined in the letter above. BECTU and SOLT will then enter into negotiations as to new pay rates and other issues which impact on the falling away of the variation agreement. Notification will take place in September 2022 and both sides will use their reasonable endeavours to conclude their negotiations so that new arrangements can be in place by the week commencing 31 October 2022.

Should the Box Office figures from the beginning of May 2022 until the end of August 2022, not equal or exceed the Box Office figures from the beginning of May 2019 until the end of August 2019, the Variation Agreement will be extended to January 2023, whereby the figures of September, October, November and December 2022 will be compared to the figures of September, October, November, and December 2019.

Should the Box Office figures from the beginning of September 2022 until the end of December 2022 equal or exceed the figures from the beginning of September 2019 until the end of December 2019, the Variation Agreement will fall away other than the Sunday arrangements

and where specifically outlined in the letter above. BECTU and SOLT will then enter into negotiations as to new pay rates and other issues which impact on the falling away of the Variation Agreement. Notification will take place in January 2023 and both sides will use their reasonable endeavours to conclude their negotiations so that new arrangements can be in place by the week commencing 27 February 2023.

Should the Box Office figures from the beginning of September 2022 until the end of December 2022, not equal or exceed the Box Office figures from the beginning of September 2019 until the end of December 2019, the Variation Agreement will be extended to May 2023, whereby the figures of January, February, March and April 2023 will be compared to the figures from January, February, March and April 2019.

Should the Box Office figures from the beginning of January 2023 until the end of April 2023 equal or exceed the figures from the beginning of January 2019 until the end of April 2019, the Variation Agreement will fall away other than the Sunday arrangements and where specifically outlined in the letter above. Whilst the Covid-19 Variation Agreement, or the position reached on Sundays, does not provide for permanent changes to the SOLT BECTU Agreement, equally there are no pre-determined outcomes following the ending of the Covid-19 Variation Agreement or the ending of the agreement regarding Sundays. It is therefore agreed that there will be negotiations on the whole of the SOLT BECTU Agreement commencing Autumn 2022 and both sides will use their reasonable endeavours to conclude their negotiations on the whole agreement with a view to implementation in June 2023.

If no position can be agreed on the Sunday provisions moving forward by the end of June 2023, both parties agree to refer the issue of Sundays for conciliation and/or possible arbitration through the offices of ACAS.

**SOLT and BECTU**  
3 September 2020