



18 January 2021

UK Theatre and BECTU – Covid-19 Variation Agreement

UK Theatre and BECTU have agreed the following temporary COVID-19 Variation Agreement to the current UK Theatre/BECTU Agreement. These variations do not impact where different terms to the UK Theatre/BECTU Agreement have been explicitly and separately mutually agreed via house agreements however, local negotiations can take place to vary those separately agreed house agreements in line with the nationally agreed variations set out below.

COVID-19 has impacted the normal application of the Agreement and the Variation Agreement recognises the additional difficulties of dealing with regional responses to COVID-19 with each venue being affected in multiple different ways as a result of government or local restrictions. UK Theatre and BECTU believe that the Variation Agreement provides a way forward for the theatre sector to recover and rebuild in these exceptionally difficult times.

This temporary COVID-19 Variation Agreement will run until 3 April 2022 when the pre-existing sections of the current agreement will prevail unless otherwise agreed nearer the time.

The Managers will continue to have due regard for their responsibilities as engagers and employers in relation to the health and safety of all those in their employ.

UK Theatre and BECTU have agreed the minimum terms variation agreement below. All other terms and conditions would remain as set out in the UK Theatre/BECTU Agreement.

UK Theatre/BECTU Agreement: Covid-19 Variation Agreement

Pay

Pay rates are to be maintained at current levels. Increases to the National Living Wage will apply.

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.

Sundays (amends Clause 3.1.2.2, 3.2.2)

Sunday is to be treated as part of the normal working week in all respects up until and including 31 October 2021. From 1 November 2021, the Sunday payment will be 0.5T on top, up to and including 3 April 2022.

TV/Video/Film For Technical, Stage Door Keepers And Chaperones (amends Clause 3.3.5)

Clause 3.3.5 currently provides the following:

3.3.5 TV/Video/Film For Technical, Stage Door Keepers And Chaperones

3.3.5.1 Where staff are specifically called to work in the theatre for the sole purpose of a visual recording or electronic media, a payment of one time extra shall be paid to such staff in respect of the hours worked to facilitate the recording.

3.3.5.2 This payment shall not apply in respect of the recording of a rehearsal or performance for an Electronic Press Kit, for archival purposes, or for advertising or promotional purposes.

It will be amended to include the following:

Where staff are specifically called to work in the theatre for the sole purpose of a visual recording or electronic media, a payment of one time extra shall be paid to such staff in respect of the hours worked to facilitate the recording. No such additional payment above normal time will be due for such calls if they arise because of an instruction from the government, devolved administration or public authority, meaning that audiences are not allowed in the venue, or social distancing requirements result in limited capacities, provided that:

- No additional work is required by show crew over and above that undertaken for a normal performance, other than a sound feed as detailed below.
- Where a sound feed from the show sound system is provided, a fee of one hour at 1.5T rate shall be paid to the technician providing the feed.
- The recording is not used for anything other than an internet/online video delivered from the venue or production company's website or streaming service, their agent's website or streaming service and/or official social media pages of the venue or production company
- The internet/online video has a maximum duration of 10 minutes over the performance duration and will only be available during the run of the production.

- The internet/online video is available either (a) without charge to the viewer OR (b) as a “ticketed” event where access to the video is charged for and the total potential revenue does not exceed the box office potential of the performance as a live show with full audience capacity, which is aggregated across the entire run of the production. (A mixed model of charged “premium” access followed by free of charge access is acceptable within these revenue constraints). The box office potential shall be calculated using ticket prices from an equivalent performance presented at the same venue in 2019.

The total potential revenue would include any Covid-specific subsidy toward the performance(s), whether for additional costs relating to the recording or unsold seats, including donations and local authorities or National Lottery funding. Costs paid to external companies or organisations to facilitate the recording may be offset against this calculation.

Any instances of filming which go beyond the wording of this clause should be determined by local negotiations.

Get outs (amends Clause 3.3)

While theatres are unable to put their full capacity of seats on sale because of an instruction from the government, devolved administration or public authority, Clause 3.3.2.3 shall include theatres that can only put less than 500 seats on sale. The total number of seats available would include any Covid-specific subsidised seats including donations and local authorities or National Lottery funding.

Force Majeure (new clause)

The following clause will be inserted into the UK Theatre/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.”

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