

What is a Variation Agreement?

A Variation Agreement temporarily alters some of the terms of a standard Equity Agreement for the Covid -19 period. Any term that is not varied is the same as now.

What is the COVID-19 Period?

This period is from the 16th of March 2020 when theatres were closed and will continue until members can safely return to work and audiences for theatre return to at least near pre- pandemic normal levels. There is no set date as there are too many variables at present to determine how long this period will be.

Why have we agreed to a temporary variation to the Commercial Theatre Agreement?

Variation agreements have been reached across the three agreements Equity has with SOLT and UK Theatre in the West End, in the Subsidised Sector and in Commercial Theatre (outside the West End).

Variation Agreements have been made to make the scheduling of work possible and the earliest return to work possible for our members.

Equity agreements seek to regulate the relationship between members and producers, by not just setting minimum rates of pay, but also setting out the conditions that those rates of pay buy. In normal times they work well and while we constantly seek to improve them, they do provide a solid base of minimum terms and conditions.

However, these are not normal times and Covid-19 continues to have a devastating impact on the industry.

In terms of commercial theatre and in particular touring, alongside the ubiquitous factors that will impact on the ability of the industry to get back on its feet, such as social distancing and audience confidence, there are additional uncertainties which inhibit the scheduling of tours. We already know of a number of theatres that have been placed in administration and we are now learning that those that survive are undertaking wholesale restructures with large scale redundancies, meaning that even when theatres re-open it may be some time before they are in a position to receive touring productions.

In view of this, Equity was approached by UK Theatre seeking a temporary variation to a number of clauses within the agreement, which if left unvaried would seriously restrict or entirely prevent Producers being able to schedule tours and engage our members at the point when it becomes safe for our members to return to work. Some of the variations sought were more acceptable than others and after a period of negotiation the temporary variation agreement was reached.

What would have happened if we hadn't reached the temporary agreement?

There are two likely scenarios.

There would have been no work offered to our members at all during the Covid-19 period as the Producers would not have been able to put together a viable tour, until they were certain that business had returned to normal.

Or

Producers would attempt to contract on their own terms and not use the Equity Agreement at all.

Most jobs in Commercial Theatre are currently contracted under the terms of the Equity/UK Theatre Commercial Theatre Agreement. Over the past 10 years there has been a quiet revolution as the sector has become increasingly unionised, which in turn has led to the improvement in terms and conditions. Those are terms and conditions we all want to protect and build upon. That effort becomes much more difficult if producers move outside of the collective bargaining framework that exists. Not only would the terms offered in the short term be less favourable than those agreed under the variation agreement, there would have been a longer term impact on terms and conditions.

When will the Variation Agreement cease to exist?

The temporary variation will fall away as soon as the sector is judged to be operating normally. There are reviews scheduled, the first of which will happen in October 2020. In between these reviews we will monitor the sector with a view to lifting the variation as soon as conditions allow.

Have we lost the gains we made on pay and living away allowances?

No.

It was an important principle for Equity that this temporary variation was not used to make permanent changes to gains made in recent years. All rates have been frozen at the 2019/20 rates, save for subsistence and touring allowance, which have increased to £172 and £265 respectively, to allow for the impact of inflation. As soon as the variation agreement falls away, the rates will move to the position they would have been had the variation agreement not been reached. For example, if the variation falls away before April 2021 touring allowance will increase to £285, if it falls away after April 2021 touring allowance will increase to £300.

How much notice will be given of variation of dates?

Where the variation of dates is four weeks or less, four weeks' notice should be given. Where the variation of dates is more than four weeks, six weeks' notice should be given. It is acknowledged that Covid 19 related emergencies may mean that less notice may be given.

Will I get paid for additional performances over 8 in one week?

Yes, if you are contracted on an 8 show contract you will be paid an additional 1/8th per performance over the 8.

Can I be asked to do a three show day?

Yes. In Category A, B and C venues for one day per week, three shows can be called subject to the existing conditions in the agreement around rest breaks and the length of the show. Where the three show day is part of a week with fewer than 8 performances, there can be no pro-rating of the weekly salary.

Will I be asked to do rehearsals in weeks that have been pro-rata'd?

Any additional work undertaken in pro-rata'd weeks will be paid for.

Can I undertake other work during weeks out?

Yes. For weeks declared as weeks out members will have no obligations towards the producers and are free to undertake other work where possible.

Will my travel be paid at the start and end of each week out?

Yes.

In the event that a week is called out after accommodation has been booked, will the producer refund those costs?

Yes, any non-refundable expenses will be covered by the producer on production of receipts and subject to a cap of £265.

Does holiday pay accrue on weeks out?

No. There is no accrual of annual leave entitlement on weeks out.

Are the theatre gradings affected by any reduced capacity?

No.

Can you give an example of how weeks out might work?

The weeks out can total no more than one third of the total contract, which may be made up of i) weeks out declared at the point of contract without payment, ii) weeks out declared after the point of contract subject to four weeks' notice without payment provided these do not exceed more than 1/6th of the total contract and iii) weeks out after the point of contract subject to four weeks' notice in excess of the 1/6th detailed in point ii), which attract a payment of 50% of the relevant rehearsal minimum. So, on a 12 week contract it could work as follows.

1 week out nominated at the point of contract (no payment)

2 weeks out declared after the point of contract, subject to four weeks' notice no payment (2 weeks is 1/6th of 12 weeks)

1 week out declared after the point of contract, subject to four weeks' notice paid at half the relevant union minimum rehearsal salary.

A total of 4 weeks out, which is 1/3rd of the contract.

Will the Variation Agreement be used?

There is no guarantee that a Producer will put on a tour during the Covid-19 period as they may still be unwilling to take the risk. They will not be able to use the Variation Agreement once this period is ended. Equity cannot give a date when business will return to normal so we cannot give a date on how long this Variation Agreement will last. We all hope that this will be shortest period possible.