



Buyout contracts under the SOLT Bectu agreement

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The term 'buyout' is a catch-all phrase for a contract that is for a fixed sum and buys out some or all extra payments like, for example, overtime or Sunday premium payments.

However, not all buyout contracts are clear and some do not actually buy out everything. This leaflet will help you work out whether the contract you are being offered is fair and what you can do to protect yourself both before and after accepting a job.

In September 2020 Bectu members agreed to temporary variations to the SOLT Bectu agreement. Full details of the variations can be downloaded at **<https://members.bectu.org.uk/advice-resources/library/2823>**.

The key variations are:

- Sunday performances
- TV and filming payments
- Lay off clause for COVID-19 or other pandemic reasons only

This guide covers both pre- and post- temporary variation examples on how to check your buyout contract.

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Bare minimums

Bectu negotiates two collective agreements that cover members working in theatres: The Society of London Theatres (SOLT)/Bectu agreement and the UK Theatres/Bectu agreement. In addition, there are a number of local House agreements with, for example, the Royal Opera House, the Young Vic etc. This guide is dealing with the SOLT Bectu Agreement only (although the same principles on how to work out what you have been offered will apply to the other agreements).

The SOLT Bectu Agreement underpins minimum rates of pay, standard terms and conditions including overtime payments and other additional premium payments. If your employer is a member of SOLT or are producing a production in a SOLT venue (**<https://solt.co.uk/who-we-are/our-members>**) then they are bound to honour all of the terms of the agreement.

An agreed buyout

Employers who are members of SOLT must offer you a contract in accordance with the agreement. However, an employer may want to vary some of these terms. For example, they may wish to buyout a number of hours overtime and in return offer you an enhanced amount to

cover those additional hours on top of the basic wage – this is a buyout contract.

If you are offered a buyout contract, the contract should detail fully which terms are being bought out and how you will be compensated for them. This clarity is important as it makes it clear what you are being contracted to work and provides you with some protections.

Working time regulations

The working time regulations apply to workers and employees. The regulations state that you should not work more than 48 hours a week on average as they are intended to prevent employers from asking people to work excessively long hours. In the entertainment industry hours can and do fluctuate so many employers calculate the average over 52 weeks or the duration of the contract if it is less than a year.

The buyout contract should detail fully which terms are being bought out and how you will be compensated for them

An employer can ask you to opt out of this element of the working time regulations so that you agree to work more than an average of 48 hours, but you are not obliged to sign it. This request to opt-out should be provided to you on a document separate to your contract. Even if you do agree then you have the right to change your mind and withdraw your consent at a later date. You would have to give notice of this which is seven days unless stated in the

contract but it is a maximum of three months. You cannot be asked to opt out of any of the other elements of the regulations such as the 20-minute rest period in each six hours worked, the one day off in seven, two in fourteen and the 11-hour rest break.

Hours

It is important that you look very closely at the hours and rate of pay you are being offered. The



contract should clearly state how many hours you will be expected to work. For example, if overtime hours are being bought out you should clarify how many hours are bought out and don't just accept a sweeping statement such as 'all overtime hours are bought out'. Then you can check if the salary you are being offered covers those hours. The contract should also be clear about what happens if you exceed those hours for example are they paid at 1.5 (time and a half) or 2T (double time).

It is important that you look very closely at the hours and rate of pay you are being offered

So for a simple example, let's say you are engaged on a 12-week contract under the Bectu agreement, the normal working week is 40 hours and you are offered a buyout contract that pays you for working up to 48 hours each week. This is an extra eight hours for 12 weeks which equals 96 hours of overtime. If at the end of the contract you have done more than 96 hours of overtime then you can claim the additional money you are owed.

To evidence this, you should keep time sheets.

The COVID-19 temporary variations provide that longer calls due to COVID-19 health and safety measures will be

paid at single time and not count towards weekly hours when calculating overtime. In addition, if you are called early for a COVID-19 test or your call is extended due to an emergency on the day, there will be no payment for the first 30 minutes or part thereof. When looking at a new buyout offer, Bectu would advise that the contract makes it clear that any additional hours over 40 that are paid at single time will be paid. To evidence this, you should keep time sheets.

Additional payments

There are a number of other things under the agreement other than overtime that can accrue extra payments. This includes working over the basic hours, working on a public holiday or working on a sixth day. Please check the agreement so you know what rates you should be paid for example time and half or double time. Ask what your schedule will be, which days you will have off and will you be working on any public holiday. All of these things should be taken into account and made clear in your contract if they are being bought out. If you need to confirm when overtime applies and at what rate, please check the SOLT Bectu Agreement online at **<https://bectu.org.uk/about/agreements-grading-schemes>** and the COVID-19 temporary variations agreement at **<https://members.bectu.org.uk/advice-resources/library/2823>**.

The COVID-19 temporary variations provide that Sundays will be treated as part of the normal working week (excluding Sunday Concerts) until 3 April 2022.

From 4 April 2022 Sundays will be paid at 0.5T on top until end of June 2022.

Extra responsibilities

It is also important to make sure you know what will be expected of you in your role.

For example, if you will be required to take on extra responsibilities or deputise for your manager, that should be clear in your contract and you need to check that you will be paid the correct rate.

Minimum wage

Everyone must be paid at least the national minimum wage over the course of your contract. It is important to bear this in mind if you are engaged on a contract that offers a flat rate for the entire contract. Again,



keep a close track of hours by keeping timesheets and check your hourly rate regularly. The current minimum wage figures can be viewed at <https://www.gov.uk/government/publications/the-national-minimum-wage-in-2021>. If you find that you are working for less than the minimum wage, contact Bectu immediately.

Holiday

All employees and most workers are entitled to paid holiday leave. Your holiday pay cannot be combined into your salary as one lump sum. If you are unable to take your holiday leave due to being on a short contract, the outstanding holiday entitlement accrued must be paid to you at the end of the contract.

Holiday entitlement under the SOLT Bectu Agreement is:

Working week	Entitlement per year
5-day week	28 days, including public holidays
6-day week	32 days, including public holidays

Please see agreement for entitlement for people engaged prior to 1 January 2012

The government also has a handy calculator to help you work out how much holiday you are owed:

www.gov.uk/calculate-your-holiday-entitlement

Force majeure lay-off clause

Some employers already had lay-off clauses in their contracts prior to the temporary variation agreement and these clauses will prevail.

The temporary variation agreement allows for a lay-off clause to be included in the event of a work shortage or other similar circumstances arising as a result of COVID-19 or any similar virus or any other epidemic or pandemic (as determined by any public authority). Bectu advises you to check any lay-off clause carefully and ensure:

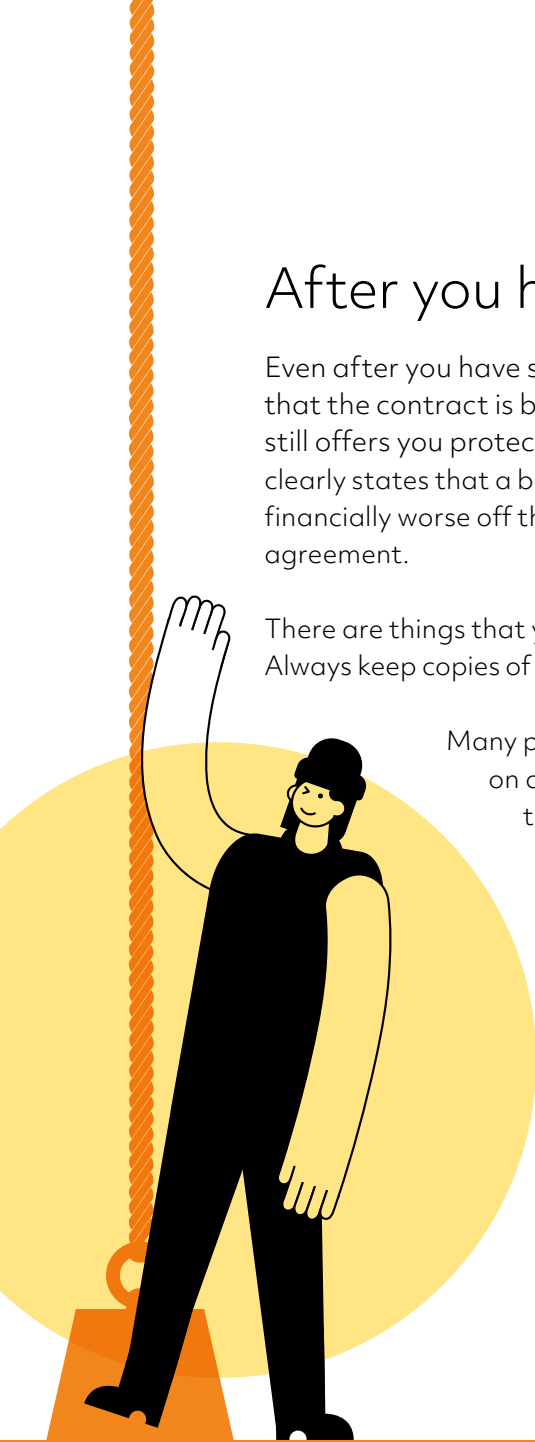
- a. it is only restricted to these circumstances, and
- b. includes a reference to the Employment Rights Act 1996 which entitles you to a minimum guaranteed payment (depending on the length of unpaid leave) **<https://www.gov.uk/lay-offs-short-timeworking/guarantee-pay>** and makes it clear when you are entitled to apply for redundancy if you really want to **<https://www.gov.uk/lay-offs-short-timeworking/applying-for-redundancy>**.

After you have signed

Even after you have signed a buyout contract, the fact that the contract is based on the SOLT Bectu Agreement still offers you protection. The SOLT Bectu Agreement clearly states that a buyout contract should not leave you financially worse off than you would expect to be under the agreement.

There are things that you can do to help protect yourself. Always keep copies of the contract and any correspondence.

Many people think that because you're on a buy-out it is pointless keeping timesheets because it doesn't matter what hours you work. The opposite is true. It is important to keep an accurate record of your hours so that you can check you are being paid appropriately and are not working in excess of hours bought out. Accurate timesheets will enable you to approach your employer with exact figures and hard evidence if you are out of pocket.



Speaking up

If you have issues with your contract it is worth speaking to your line manager or employer. It may be worth speaking to colleagues to see if anyone else has issues with their contract and discuss with them how best to approach things. Be discreet, though; your employer may be more receptive if they hear about a problem first hand rather than through the rumour mill. Unfortunately there are unscrupulous employers out there but most are just looking to save costs where they can. Sometimes they are unaware that there is a problem and you may be surprised at their reaction to you raising an issue.

Remember: you are a professional providing a professional service and you deserve to be paid properly and fairly!

It is advisable to try and resolve issues on buyout contracts quickly and by discussing this with your employer. If you are not able to resolve the matter through the informal process you can lodge a grievance. If you have been underpaid then we can consider pursuing the matter through an employment tribunal or through the County Court process. Both of these have strict time limits and you should seek advice from Bectu.

You are a professional providing a professional service... you deserve to be paid properly and fairly

Check the checklist

You've been offered a job and you know how much they are proposing to pay you. But here is a list of important questions to ask before accepting the deal to make sure you are being paid fairly!

Asking the following questions is perfectly reasonable and any employer should be able to answer them – if they can't then you should question where they have got the salary figure from. Once you have got the answers to the questions, take time to weigh up the pros and cons of the contract. You are a professional and you have every right to ensure you are getting a correct and fair rate for the job and the best deal possible. If you are unclear, ask your local Bectu rep.



- Is the contract covered by the SOLT Bectu Agreement?
- How long is the contract for?
- What is the maximum number of hours I will be expected to work per day/week for the length of the contract?
- If overtime is bought out, ensure the amount of hours that are bought out are specified
- Check that longer calls due to COVID-19 health and safety measures that are paid at single time will be paid on top
- Will I be expected to deputise or take on additional responsibilities?
- Which days of the week will I be expected to work?
- Will there be any work on a bank holiday and, if so, how is this paid?
- What happens if I work more hours than expected?
- Can I take my holiday leave? If not, how will I be paid for my holiday entitlement?
- Check the lay off clause is restricted to COVID-19 or similar virus or other epidemic or pandemic (as determined by any public authority) only.

Asking these questions is perfectly reasonable and any employer should be able to answer them

The maths

The following example is based on a Deputy Head Grade 2 position with a minimum salary of £609.09 based on 40 hours over five days. The buyout is for 48 hours per week, with the eight hours being worked on a Sunday plus bank holidays.

Step One:

Work out your hourly rate

Take the minimum weekly salary and divide it by the hours per week

$$£609.09 / 40 = £15.23 \text{ per hour}$$

Step Two:

Work out your overtime rate

If you are being asked to work more than 40 hours per week or more than five days in a week you would be entitled to overtime payments. You will need to check the agreement for when these rates apply.

For this example, the eight hours are for working on a Sunday.

Pre-temporary variations (up to 24 September 2020)

Pre-24 September 2020 overtime hours worked on a Sunday were payable at double time.

$$£15.23 \times 2 = £30.46 \text{ per hour} \times 8 \text{ hours} = £243.68$$

24 September 2020 – 3 April 2022

Sunday working will be treated as part of the normal working week so payment is at single time.

$$£15.23 \times 8 \text{ hours} = £121.84$$

4 April 2022 – 30 June 2023

Hours worked on a Sunday will be paid at 0.5T on top.

$$£15.23 \times 1.5 = £22.85 \text{ per hour} \times 8 \text{ hours} = £182.80$$

Step Three: Bank holidays

Many buy-out contracts state that the salary is inclusive of bank holiday payments. However, you need to add this to the minimum salary as it is not included in that figure. If required to work all the Bank Holidays in a year (except Christmas Day)

$$7 \text{ Bank Holidays} \times 8 \text{ hours per day} \times £15.23 \text{ per hour} = £852.88 \text{ per year} / 52 \text{ weeks} = £16.40 \text{ per week}$$

Step Four: Add it all up

It's now time to work out if what you are being offered meets the SOLT/Bectu minimums

Pre-24 September 2020

Basic Salary (40 hours over 5 days) = £609.09

Sunday working = £243.69

Bank Holiday payment per week = £16.40

TOTAL: £950.18

24 September 2020 – 3 April 2022

Basic Salary (40 hours over 5 days) = £609.09

Sunday working = £121.84

Bank Holiday payment per week = £16.40

TOTAL: £747.33

3 April 2022 – 30 June 2023

Basic Salary (40 hours over 5 days) = £609.09

Sunday working = £182.80

Bank Holiday payment per week = £16.40

TOTAL: £808.29

SOLT Bectu Agreement

The full agreement can be downloaded at <https://bectu.org.uk/about/agreements-grading-schemes> and the temporary variation agreement can be downloaded at <https://members.bectu.org.uk/advice-resources/library/2823>. You will need to look at the agreement as the conditions and payments will vary depending on what department you are working in. Remember, the payments and conditions are intended to protect you and ensure a fair rate for the job and set industry standards. By accepting buyout contracts that are below these conditions, you are undermining the agreement and temporary variation agreement.

By being aware of your rights, asking the correct questions and working together with your colleagues and your union we can and will improve things for the future through our Fit4Purpose campaign.





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