



7 October 2020

**UK Theatre and MU Musicians Agreement –  
COVID-19 Variations Agreement**

UK Theatre and the MU (the “Parties”) have worked together to agree a COVID-19 Variation (the “Variation”) to the current UK Theatre/MU Musicians Agreement (the “Agreement”). There is a raft of problems to resolve, particularly relating to touring, before producing can continue. This Variation 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 venue, government or local restrictions. This makes planning and producing a consistent tour over a number of guaranteed weeks extraordinarily difficult.

The Parties are committed to working together to make touring and other commercial theatre outside the West End a possibility, so that work can be offered to Musicians, and Managers can produce at the earliest possible opportunity. Both the Union and Management Association strongly support it as the best way forward for the industry (of which we are all part) to give the commercial theatre sector outside the West End the chance to recover and rebuild in these unprecedented times. It is acknowledged that the alternative would be that productions cease indefinitely until the country is entirely clear of the current crisis.

The Parties agree that their foremost shared objective is to ensure that Musicians may continue to be contracted by Managers. They recognise that the current situation necessitates that this must be done on terms that balance some of the risks of production between Manager and Musicians. The Parties seek to ensure that the process for achieving this joint aim is clearly set out to their respective members. The Parties confirm their ongoing commitment to the UK Theatre/MU Agreement and to retaining its integrity beyond the COVID-19 period.

UK Theatre and MU therefore affirm that COVID-19 has impacted the normal application of the Agreement and, as such, the Variation has been agreed to deal with the unprecedented situation.

The COVID-19 Variation will be in place until our industry is fully operating at pre COVID-19 levels. The agreement will run until the end of April 2022. In January 2022, UK Theatre and the MU will commence a joint review to assess whether our industry is operating at pre COVID-19 levels and to determine arrangements beyond the end of April 2022.

The Parties will meet every six months to monitor the operation of the agreement.

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

Other than stated below, all other terms and conditions remain as set out in the UK Theatre/MU Agreement.

## **UK Theatre/MU Agreement – The Minimum Terms Contract Variation Agreement**

### Financial Provisions

2019/2020 rates to be frozen until the end of April 2022 except touring allowance and subsistence which will be fixed at £265 and £175 per week respectively from 1 April 2020.

### Variation of dates

The dates entered in the Contract between a Manager and the Musician may be varied by the Manager by:

- bringing the commencement date forward by one week; or
- postponing the commencement date by one week; or
- postponing the commencement date by a number of weeks not exceeding 25% of the total length of the contract.

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 in such circumstances

### Weeks Out

A maximum of one third of the total weeks (rounded up to the nearest week) within a contractual period may be designated as Weeks Out.

- Under the following circumstances, the Weeks Out can be unpaid:
  - Weeks declared in writing at the point of contract.
  - Weeks declared subsequent to point of contract and at no less than four weeks' notice, capped at one sixth of the total contractual weeks.
- For weeks above one sixth of the total contractual weeks and declared subsequent to point of contract and at no less than four weeks' notice, half the applicable 8-show minimum will be paid (such sum to be inclusive of any holiday entitlement applicable to this amount).

During Weeks Out, the Musician may take other paid work and does not have to remain available to the Manager.

It is appreciated by the Managers that a Musician may need to find alternative work during Weeks Out in order to supplement their income. Therefore, it is agreed that there will be increased flexibility regarding the use of Deputies either side of any Week Out in order to facilitate this; Managers will not unreasonably refuse a Musician's request to use a Deputy. Managers must be the final arbiter as to whether, artistically, the show is maintained to an adequate standard. Musicians should take consideration of local rules into account in relation to this clause, albeit local rules should also not override the understanding of this particular clause between UK Theatre and the MU, in these exceptional circumstances.

The Manager will be responsible for travel costs to and from the Musician's home address at the beginning and end of a Weeks Out period.

If, during a week or weeks out, a musician needs to take their instruments to and from the tour, they will be paid portorage.

When Weeks Out are declared after the engagement has commenced, reasonably incurred non-refundable receipted expenses (capped at the value of weekly touring allowance) will be reimbursed by the Manager.

In the event of the contract being terminated at two weeks' notice or under Force Majeure, the number of Weeks Out that have taken place as a proportion of the total playing weeks shall not be retrospectively recalculated.

For the avoidance of doubt, separately and in addition to the provisions for Weeks Out, the Manager may also schedule certain weeks of the contract as Holiday Weeks during which accrued holiday pay only will be payable.

#### Failure to Produce

If the Manager cancels the production before the opening night for COVID-19 reasons, the following shall apply in final settlement of all claims that the Musician may have against the Manager under the Contract.

<i>Period of Notice of Cancellation</i>	<i>Weeks payment at relevant minimum performance salary</i>
More than 4 weeks	None
2 – 4 weeks	1 week
Less than 2 weeks	2 weeks

If the Musician has reasonably incurred non-refundable accommodation or travel expenses, the Manager will reimburse the Musician subject to a weekly maximum of the prevailing touring allowance or subsistence allowance as applicable.

#### Force Majeure

Clause 10.1 of the UK Theatre/MU agreement will be permanently revised to read as follows:

10.1 Subject to clause 5.5, no payment shall be made in respect of any day on which the theatre is closed by reason outside the control of the Manager concerned by reason of Act of God, Public Calamity, National Mourning, Fire, Strikes, Lockouts, Disputes with Individuals, as a result of the Coronavirus Covid-19 or any similar virus or epidemic or pandemic, or by order of any Public Authority. The weekly fee shall be paid pro-rata accordingly

In addition to Clause 10 Force Majeure of the Agreement, the following will also apply:

- Force Majeure may, at the Manager's discretion, include any performances which have been cancelled after the date of the Artist's contract following a reduction in seating capacity of 20% or more by order of government, local authority or theatre management for COVID-19 reasons.
- Force Majeure may, at the Manager's discretion, be applied at any time to the entire remainder of a contract where more than 20% of scheduled performances have been cancelled, for COVID-19 related reasons.

### Performance Weeks

Performances shall last a maximum of 3 hours including an interval. Any additional time over 3 hours (2 hours and 20 minutes for 12 show contracts) will be paid at the appropriate overtime rate but in a COVID-19 situation, whereby safety measures for Staff and/or audience in the building result in a longer interval or an earlier call time or later finish because of such measures, no overtime or extra pay shall be paid for the period of such time that these measures lengthen a musician's call.

### Performance Salaries on a reduced schedule

If the engagement is for up to 8 performances per week, performance salaries shall be pro-rated to the actual number of performances performed under 8, subject to a minimum payment equivalent of 66% of the weekly salary.

If the engagement is for up to 12 performances per week, performance salaries shall be pro-rated to the actual number of performances performed under 12, subject to a minimum payment equivalent of 66% of the weekly salary.

In a week where the number of performances is reduced, the Manager may designate any such additional non-performance day(s) as part of the Musician's holiday entitlement and pay holiday pay accordingly.

### Third Performance

A third performance may be scheduled on one day of an 8, 9, or 10 show week, provided that the break provisions of the standard Agreement are observed.

Additional performances in excess of the contracted number of performances shall be paid as per the standard Agreement.

In the event of a reduced schedule, three performances may be scheduled on any one day without additional payment, provided that the break provisions of the standard Agreement are observed. If three performances are scheduled on one day, there will be no pro-rating applied to the performance salary for the week.

### Short Call/Sound Check/Emergency Call

On a move into a new venue, the Manager may call the Musician for a 'short call' for a maximum of 2 hours, commencing no earlier than 6 hours prior to either the scheduled rehearsal call or published curtain up time on the first performance for the purpose of seating, sound-checking or limited rehearsal. Rest day travel provisions will continue to apply as per the standard Agreement.

**UK Theatre and the MU**

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