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ITC - Bectu Technical & Administrative Collective Agreement

1 This Collective Agreement is made on September 17th 2024 between:

(1) Bectu Sector of Prospect (**Bectu**), whose registered office is 100 Rochester Row, London SW1P 1JP; and

(2) the Independent Theatre Council (**ITC**), whose registered office is The Albany, Douglas Way, London, SE8 4AG.

2 INTRODUCTION

2.1 This Agreement sets out minimum terms and conditions for the engagement of technical and administrative staff (referred to as "Employees" throughout this Agreement) by Ethical Manager Members of the ITC (referred to as "Managers" throughout this Agreement).

2.2 This agreement applies to Employees and Workers as set out in s230 of the Employment Rights Act 1996 as amended, or other statute or provision in force in the UK from time to time. It does not apply to genuinely self-employed freelancers.

2.3 For the sake of clarity, the parties to this agreement note that people engaged as technical and administrative staff in relevant organisations covered by this agreement will usually have the status of employee, and only exceptionally be genuinely self-employed.

2.4 The purpose of this Agreement is to regulate relations between Managers and Employees engaged in the UK independent theatre sector in order to optimise the number of productions and job opportunities and monitor working conditions.

2.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between the parties.

2.6 ITC and Bectu pledge to use their best endeavours to ensure the spirit of this Agreement is honoured and maintained by their respective members.

3 SCOPE OF THE AGREEMENT

3.1 This agreement incorporates the minimum terms and conditions negotiated and agreed by the ITC and Bectu in the engagement

of Technical and Administrative Staff. It is acknowledged that this is a minimum terms agreement and that Employees maybe engaged above these minima.

- 3.2 This Agreement must be used by ITC Ethical Managers in the engagement of Technical and Administrative Staff.
- 3.3 All terms and conditions and definitions of the Agreement between the ITC and Bectu shall be read in conjunction with and automatically incorporated in the Contract of Employment.
- 3.4 For the purposes of this Agreement Employees in the following areas are included:-
 - Chaperones
 - Customer Service
 - Development
 - Education/Outreach
 - Executive Leadership
 - Finance
 - General Management
 - Marketing
 - Producer
 - Production
 - Technical

However, this list is not intended to be exhaustive. Managers are encouraged to pay other employees appropriately and never at a rate below the Real Living Wage. For clarity this will not apply where Employees are within the scope of collective agreements between ITC and other trade unions.

4 RECOGNITION

- 4.1 ITC agrees to recognise Bectu and Bectu agrees to recognise ITC for the purpose of collective bargaining as the sole representative organisations of Technical and Administrative Staff and Managers within the application of this Agreement.

5 COMMON CONDITIONS OF SERVICE

5.1 Contracts

- 5.1.1 All contracts under the terms of this agreement must be made using the Contract (attached – Appendix 1).

5.1.2 This is a minimum terms agreement. Contract variations that improve upon minimum terms are welcome. Variations seeking to alter terms otherwise shall only be agreed exceptionally, with the written approval of both ITC and Bectu.

5.2 Minimum Rates of Pay

5.2.1 Employees will not be engaged on rates any lower than the agreed minimums attached at Appendix 2.

5.2.2 The minimum rates of pay shall be increased at least in line with CPI inflation each year at the start of the new tax year (6 April), or by agreement between ITC and Bectu.

5.3 Basic Hours of Work

5.3.1 The working week is defined as the seven days starting on Monday and ending on Sunday.

5.3.2 The Employee will not normally work more than 40 hours per week on average.

5.3.3 Where an Employee is working under the direction of the Manager this will be deemed as paid working time. This can include travel, training, and being on-call.

5.3.4 This average should be calculated over a reference period of 17 weeks or the run of the production, whichever is the shorter.

5.3.5 Meal breaks are not included in hours of work.

5.3.6 The Employee will not normally be required to work more than 12 hours in one day.

5.3.7 Where the Employee is required by the Manager to work over their contracted hours in a week, or 40 hours in the reference period, this will be compensated for by time off in lieu (TOIL), to be taken at a mutually agreed time between the employer and the employee within eight weeks of the TOIL being accrued. The employer will make reasonable endeavours to enable this TOIL to be taken in this timeframe. Exceptionally, if TOIL is not possible,

overtime payments at time and a half (1.5T) will be made.

5.4 Working Time Regulations & Breaks

- 5.4.1 The Employee will be entitled to at least the minimum breaks set out in the Working Time Regulations, which are currently as follows:
- 11 consecutive hours in every 24 hours
 - 24 uninterrupted hours in each 7 days **or**
48 uninterrupted hours in 14 days
 - 20 minutes break where a day is over 6 hours

5.5 Holiday Entitlement

- 5.5.1 The minimum annual holiday entitlement is 5.6 weeks (28 days) per annum for five-day working inclusive of bank holidays (pro-rata for part-time working). Statutory Holiday entitlement is explained further here...
<https://www.gov.uk/holiday-entitlement-rights>
- 5.5.2 Where the Worker is contracted for a six-day working week, holiday entitlement increases by 4 days per annum (pro-rata for part-time working).
- 5.5.3 After two years' service the employee's entitlement will be increased by one extra day of paid leave each year, up to a maximum of 5 extra days leave (pro-rata for part-time working)
- 5.5.4 Holiday pay shall be calculated in accordance with the relevant legislation.
- 5.5.5 Unless otherwise agreed between the Manager and the Employee, the leave year is defined as 12 months from the date of commencement of the employment. The Employee may carry forward up to five days of annual leave entitlement from one leave year to the next. Unused annual leave above five days will be lost, unless additional carry-over is agreed by the manager in exceptional circumstances.
- 5.5.6 Holiday shall be taken at times agreed with the employer. It shall not be unreasonably refused.

- 5.5.7 Any holiday entitlement due during the current leave year, not taken at the end of the Employee's employment shall be paid in lieu.
- 5.5.8 After four years completed service the Employee shall be entitled to request extended unpaid leave of absence.

5.6 Expenses

- 5.6.1 Meals & Accommodation: If the Employee is required to travel on company business they shall be entitled to at least the same provision for meals and accommodation as is provided in the ITC/Equity Agreement for Performers & Stage Managers.
- 5.6.2 Travel Expenses: If the Employee is required to travel on company business they shall be entitled to reimbursement of travel expenses incurred, at a rate to be agreed in advance and on production of appropriate receipts. Should the employee be required to use their own vehicle to effect company business the employee shall be reimbursed at the HMRC guideline rate which can be found here...
<https://www.gov.uk/government/publications/rates-and-allowances-travel-mileage-and-fuel-allowances/travel-mileage-and-fuel-rates-and-allowances>
However it shall be the responsibility of the employee to ensure that the insurance cover of the private vehicle used on company business is full and adequate.

6 SICKNESS

6.1 Notification

- 6.1.1 Employees shall receive payment during absence from work due to sickness or injury, subject to entitlement, provided they:
- 6.1.2 Notify the Manager during the first day of absence unless there are exceptional extenuating circumstances.
- 6.1.3 As soon as possible submit to the Manager a completed self-certificate.
- 6.1.4 If the absence lasts more than seven days, submit a medical certificate (and weekly thereafter, unless the medical certificate specifies a longer period.)

6.2 Sick Pay Year

- 6.2.1 For the purposes of calculating sick pay entitlement, a sick pay year will start on the Employee's first day of sickness and will then reset on the anniversary of that date of sickness. The annual reset does not apply where a continuous period of sickness exceeds one year. Instead, the reset will apply upon return to work.

6.3 Company Sick Pay shall be as follows

Service at commencement	Sick Pay
0-12 months	3 weeks full pay, 3 weeks half pay, then SSP only
12 months – 2 years	6 weeks full pay, 6 weeks half pay, then SSP only
2-5 years	9 weeks full pay, 9 weeks half pay, then SSP only
5 years plus	12 weeks full pay, 12 weeks half pay, then SSP only

- 6.4 Although statutory sick pay is not statutorily payable in respect of the first 3 days of any illness, the Manager shall nevertheless pay for such days of illness in accordance with the Employee's entitlement under 6.3 above.

7 FAMILY LEAVE & PAY

- 7.1 Statutory provisions shall apply for Maternity, Paternity, Adoption, Shared Parental, Parental Bereavement and Dependents Leave and Pay except where mentioned below. Statutory provisions can be seen here...

<https://www.gov.uk/browse/working/time-off>

7.2 Maternity and Adoption Pay

- 7.2.1 The first 9 weeks of leave at full pay. The following 17 weeks of maternity leave will be at Statutory Maternity Pay or half pay per week, whichever is the greater.

7.3 Paternity Pay

- 7.3.1 Two weeks of leave at full pay.

8 FLEXIBLE WORKING

8.1 Statutory provisions shall apply for flexible working. Details can be found here...<https://www.gov.uk/flexible-working>

9 PENSIONS

9.1 Employees can obtain details of the Manager's pension scheme from the Manager. Pension provision is a Day 1 right if staff wish to start contributions immediately upon start of employment.

10 TRAINING

10.1 Any mandatory training must be paid for by the Manager and done in work time.

11 DISCIPLINARY AND GRIEVANCE

11.1 Upon start of employment, the Manager shall issue a copy of the company Disciplinary and Grievance Policy to the Employee. If no such policies exist, then the ACAS guide to Discipline and Grievances at Work shall be used. The ACAS Guide can be found here... <https://www.acas.org.uk/acas-guide-to-discipline-and-grievances-at-work>

12 NOTICE

12.1 Except during any probationary period (see clause below) either party must give the other a minimum of *four week's* notice to terminate this contract. After 4 years of service, statutory provisions apply. <https://www.gov.uk/redundancy-your-rights/notice-periods>

13 PROBATION

13.1 The first six months of employment shall be deemed a probationary period, during which either the employer or the employee may give two week's written notice of their intention to terminate the employment.

14 REDUNDANCY

- 14.1 In the case of redundancy of an employee with less than two years' continuous service, no payment shall be due.
- 14.2 If the employee is made redundant having accrued at least two years' service, a redundancy payment shall be made on the following calculation, taking as the relevant date the day the employee's notice period ends:
 - 14.2.1 1 and a half week's pay for each full year they were aged 41 years or older
 - 14.2.2 1 week's pay for each full year they were aged 22 or older, but aged under 41
 - 14.2.3 half a week's pay for each full year they were aged under 22
- 14.3 The number of years of service shall be capped at twenty years.
- 14.4 There shall be no cap applicable for weekly pay, so the sum shall use the employee's actual basic weekly wage.
- 14.5 The sum reached in the above calculation shall then be doubled, and this figure awarded as a redundancy payment.
- 14.6 An absolute cap shall apply to this redundancy figure, as agreed between ITC and Bectu and listed in Appendix 2.

15 INTELLECTUAL PROPERTY

- 15.1 The Employee agrees that any Intellectual Property rights that may arise from work that they do for the Manager under this Agreement shall be assigned to the Manager and shall be the Manager's property in perpetuity. Any variation of this should be included in the contract.

16 SEVERABILITY

- 16.1 If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

17 DISPUTES

- 17.1 If any dispute arises in connection with this agreement, its use or meaning or about its application, an attempt to resolve the matter informally shall be made between the Manager and the Employee with assistance from ITC and a Bectu Official.

17.2 If the parties are unable to agree having followed any informal and applicable formal internal procedure, the matter will be referred to a single mediator to be appointed by the Independent Theatre Council and agreed by Bectu.

18 POLICIES

18.1 ITC and Bectu fully support and agree to the Set of Principles to tackle and prevent bullying, harassment and racism set out in Appendix 3 to this Agreement.

18.2 The Manager shall have the following up to date policies which must be adhered to in practice and monitored regularly and made available to the Employee at the point of contract:

Equal Opportunities
Dignity at Work
Environmental sustainability

19 DATA PROTECTION

19.1 The Manager will be the data controller for any personal information collected for the purposes of the administration of the contract with the Employee. As it is necessary for the company to collect and hold personal data relating the Employee, the Employee will be provided with or given access to the Manager's privacy notice at the beginning of the employment or when the data is collected. This is in compliance with Article 13 of the UK General Data Protection Regulations (GDPR).

19.2 The Employee has the right to make a subject access request to the company, and the company will respond within one month of the request, as set out in Article 15 of UK GDPR

20 HEALTH & SAFETY

20.1 The Manager will take every reasonable step to ensure the Employee's safety. The Employee has a legal duty to take reasonable care of their own health and safety as well as that of others affected by their acts or omissions. The Manager's Health & Safety policy will be provided upon employment.

21 CONFIDENTIALITY

21.1 The Employee agrees not to disclose any confidential information about the work of the Manager, its service users, staff or volunteers, without prior authorisation from the Board.

21.2 Nothing contained in this Clause 15 shall restrict the Employee from:

21.2.1 Reporting misconduct, or a serious breach of regulatory requirements, or making an equivalent report to any other body responsible for supervising or regulating the particular matters in question

21.2.2 Making a protected disclosure under the Public Interest Disclosure Act 1998

21.2.3 Reporting an offence to a law enforcement agency

21.2.4 Co-operating with civil or criminal investigation or prosecution

22 REVIEW & VARIATION

22.1 Initial Reviews of this agreement will take place after one and two years from signing. Beyond two years either party wanting to make changes to any of the terms and conditions in this Agreement shall give the other no less than three months' notice of its intention to seek such changes.

23 TERMINATION OF THE AGREEMENT

23.1 If either party seeks to terminate this Agreement, it shall do so by giving six (6) months' notice in writing of such termination but not prior to two (2) years from the date on which it is signed. Until such time the agreement continues in full force and unaltered.

APPENDIX 1 – CONTRACT OF EMPLOYMENT

[insert your Approved Manager logo here]

ITC Contract for Employees

Ref: [insert your company's unique reference number here]

To be issued not later than the first week of employment.

AN AGREEMENT made on

_____ (date)

BETWEEN ("the Manager")

_____ (LTD Co)

of

_____ (registered address)

Trading as

_____ (if different from above)

AND ("the Employee")

_____ (name)

Of

_____ (address)

The Terms and Conditions attached apply to this employment and shall be deemed to be incorporated in the Form of Engagement.

1) Job Title:

2) Hours of Work: 40 hours/week* _____ hours/week*

3) Place of Work*:

3.1 Your place of work is.....OR

3.2 You are based at but may be required to work at the following places OR

3.3 You are based at but due to the nature of your job you may be required to work at any place where the Manager has performances or rehearsals etc

3.4 Hybrid Working: The Manager has adopted a hybrid working policy. Your normal place of work will be AND/OR your home address OR agreed remote working location from time to time, currently [insert address]. These arrangements are subject to the Hybrid Working Policy which maybe updated from time to time.

4) The employment shall commence on _____ and shall continue until terminated by either party giving to the other written notice as under clause 12 of the agreement.

OR

This is a Fixed Term Contract for the period from _____ to _____. The contract may be terminated early by either party giving the other party written notice as under clause 12 of the agreement.

5) **Continuous employment:** (delete one below)

The Employee has not been previously employed by the Manager; or

The Employee has been in continuous employment with the Manager since..... (Date).

6) Salary: The rate of pay shall be £ _____ per annum and shall be paid - weekly*/monthly* by bank transfer (delete as appropriate)

ITC shall from time to time negotiate new minimum rates of pay, or shall agree with Bectu provisions for an automatic uplift. The Manager must ensure that the employee's rate of pay is at least the relevant rate set by ITC and Bectu.

7) Holiday: Holiday entitlement is set out in Clause 5.5 of the agreement.

8) Special Arrangements: (NB: Any alterations to the terms and conditions of this Agreement must be with the written approval of ITC.)

SIGNED AS AGREED:

(Employer)

(Employee)

Date

Date

APPENDIX 2

MINIMUM RATES OF PAY

Grade	Description	Rate
1	Heads of organisations or other senior leadership	£660 pw
2	Managers with more significant financial, personnel or other responsibilities, or running larger teams	£630 pw
3	Senior Technicians or Supervisors or Team managers with less organisational responsibility	£610 pw
4	Trained professional	£540 pw
5	Entry level	RLW ph

Chaperones On-Call Overnight: Where an individual is required to be on-call overnight then an additional payment of £45 shall be made irrelevant of whether they are woken or not.

Please note that these are minimum rates and the expectation from ITC and Bectu is that Employees and Managers will negotiate higher rates commensurate with experience and responsibility.

Clause 14 Maximum Redundancy Payment: £30,000

APPENDIX 3

Set of principles

To tackle and prevent bullying, harassment and racism in the performing arts industries.

Bullying, harassment and racism have no place in our industries. These principles aim to eradicate such abuse and all forms of discrimination regarding a person's protected characteristics which are unethical and against the law. They can also help employers meet legal requirements and offer a shared vision to promote and maintain a safer, more inclusive workplace environment for everyone working within the performing arts industries. All employers, employees, officers, workers, agency workers, trainees, volunteers, trustees and freelancers should adhere to the following principles.

1. Everyone is responsible for creating and maintaining an inclusive workplace that is positive and supportive.
2. We recognise that harassment may be unlawful under the Equality Act 2010.
3. We will explicitly address and seek to prevent racism and all other forms of discrimination and bias, their manifestations and effects.
4. Those of us who are employers accept our responsibilities under the Health and Safety at Work Act 1974.
5. We do not tolerate bullying and harassment on any grounds, including sexual harassment and racism, and will ensure that processes are in place for the reporting and investigation of these serious issues.
6. We recognise that bullying, harassment and racism can have significant adverse impacts on the productivity, long-term physical and mental health and well-being of affected people and we will work to eradicate it. This will mean providing adequate protection for complainants and victims, and, where bullying, harassment or racism is found to have occurred, taking appropriate action against bullies or harassers.
7. We value inclusivity, appreciate difference, welcome learning from others, and consider people equal without prejudice or favour. We build relationships based on mutual respect. We will all work to give and receive feedback in a constructive way, which we know will improve creativity and productivity.

8. We understand that reporting bullying, harassment and racism can be intimidating. We will respect confidentiality where possible and aim to make the process of reporting clear and straightforward. If anyone comes forward to report behaviour which might amount to bullying, harassment and/or racism, we will endeavour to investigate objectively. Individuals who have made complaints of bullying, harassment and/or racism or participate in good faith in any investigation should not suffer any form of reprisal or victimisation as a result.

9. We will respect each other's dignity, regardless of the seniority of our role in an organisation.