



Agreement for

UK Theatre Association

and

**Broadcasting Entertainment
Cinematograph & Theatre Union**

From April 2017

(version January 2019)

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1 COLLECTIVE AGREEMENT

1.1 Parties To The Agreement

This AGREEMENT is made on 28 March 2017 between UK Theatre Association (hereinafter called "UK Theatre") and Broadcasting Entertainment Cinematograph and Theatre Union (hereinafter called "the Union").

1.2 Duration And Amendment

1.2.1 This Agreement commenced on 1 April 2017 and continues in force until terminated on or after the expiry of two years.

1.2.2 Either party can terminate the Agreement on or after two years of the expiry Agreement by giving to the other not less than four months prior written notice accompanied by detailed proposals to its revision.

1.3 Agreement Not Legally Enforceable

The parties hereto accept that this Agreement is binding in honour upon them but that it is not intended to constitute a legally enforceable Agreement between them. This disclaimer shall however in no way affect the legal obligations arising between individual Managers and individual Individuals.

1.4 Scope Of The Agreement

1.4.1 Who Does The Agreement Cover?

This Agreement sets out the minimum terms and conditions for the engagement of staff covered by Section 3 which shall include staff engaged within the administrative, clerical and catering operations at theatres managed by members of UK Theatre and set out in the Schedules hereto and chaperones, where these are directly engaged by the theatre. However, where an individual Manager and the Union have negotiated and signed a house agreement, the terms and conditions of such agreement will supersede the minimum terms and conditions set out in this Agreement.

1.4.2 Prior Consultation On Individuals Not Covered By 1.4.1

A Manager's engagement of any grade of Individual not covered by this Agreement shall be subject to prior consultation with the Union.

1.4.3 Appendices 3, 4, 6 and 8 do not have contractual effect and are not legally binding.

1.5 Financial Hardship

If in the case of any theatre, on the production of audited accounts to a firm of chartered accountants to be mutually appointed by UK Theatre and the Union, a case of financial hardship is apparent, special consideration shall be given by the Union to the fixing of such wage rates for that theatre as shall in all the circumstances be fair and reasonable both for the Manager and Individual, and with a view to improving its financial stability and efficiency of operation.

1.6 Minimum Rates Of Pay And Pension Contributions

1.6.1 Rates Above The Minimum

Where under any collective agreement or individual contract of service the conditions of engagement and rates of pay are better than those set out herein, such better rates and conditions shall prevail.

1.6.2 Minimum Rates Apply

Where in any theatre a contract is made by the Manager for a supply of Individuals for any department specified in this Agreement to work in the theatre, such contract shall provide that the rates of pay and conditions of engagement for services rendered in the theatre by the Individual provided under such contract shall not be less favourable than the terms and conditions of this Agreement.

1.6.3 Pension Scheme

1.6.3.1 The Manager shall inform the individual of the options open to them under auto-enrolment legislation. The Managers' contribution will be at least the statutory amount prescribed from time to time, which is currently:

| | Oct 2012 – Sept 2017 | Oct 2017 – Sept 2018 | Oct 2018 onwards |
|------------------------------------|-----------------------------|-----------------------------|-------------------------|
| For employer | 1% | 2% | 3% |
| For employee (incl. tax refund) | 1% | 3% | 5% |
| Total | 2% | 5% | 8% |

1.6.3.2 An individual engaged on or before 1 October 2012 shall not have their existing pension arrangements worsened unless they have chosen to do so.

1.7 Recognised Trade Union

UK Theatre recognises the Union as the sole Trade Union for the purpose of representing the interests of, and negotiating wages and working conditions of Individuals (other than Individuals represented by Equity, the Musicians Union and Executive grade Management staff) engaged in Theatres covered by this Agreement in accordance with Clause 1.4.1 above.

1.8 Engagement Of Staff

1.8.1 Notice In The Theatre

The Manager will display in the Theatre in places frequented by the staff a notice in the form set out below.

NOTICE

An Agreement has been reached between UK Theatre Association and Broadcasting Entertainment Cinematograph and Theatre Union. Among other things, this Agreement provides for the settlement of all disputes between the Individuals and the Management. It protects the mutual interests of the Management and the Individuals and one of its provisions is the agreement by the Management to engage, subject to certain agreed exceptions, members of the Union and to recommend non-Members of the Union to join.

The Management of this Theatre in accordance with that Agreement, strongly recommends all Individuals who are not members of the Union to become members of the Union.

1.8.2 List Of New Individuals To The Union

It is further agreed that if a Manager shall desire to engage a new Individual in any of the theatres covered by this Agreement the Union shall upon the request of the Manager forthwith supply the Manager with a list of members of the Union who are suitable and available for the engagement. The Manager may engage a person from the list, having freedom to select or reject according to his/her discretion.

1.9 Union Representatives

1.9.1 Collection Of Union Contributions

No objection will be raised to the Stewards of the Union carrying out the collection of weekly contributions at a time arranged with the Manager. By local agreement arrangements may be made for the collection of Union contributions directly from wages, subject to the provisions of The Trade Union Reform and Employment Rights Act 1993.

1.9.2 Accredited Stewards And Safety Representatives

It shall be the responsibility of the Union office to notify the Manager of the name of the accredited Steward(s) and Safety Representative(s) at their theatre who have been elected in accordance with the Union's Rule Book.

1.10 Union Meetings

1.10.1 Meeting Facilities Provision

When a meeting is requested by the Union for staff members the Manager will provide facilities for such a meeting to take place outside of performance or rehearsal times.

1.10.2 Facilities For Union Representative

The Manager shall provide the Union representative with names of new staff on request and use his/her best endeavours to provide the Union representative with access to a telephone and computer equipment for trade union activities.

1.11 Conciliation Procedure

1.11.1 Request For Conciliation Procedure

For promoting the best interests of the Living Theatre and the settlement of disputes between Managers and Individuals a meeting of a Conciliation Board (consisting of an equal number of representatives of UK Theatre and the Union respectively together with the Chief Executive of UK Theatre and the General Secretary of the Union or their nominees), can be requested by either party following the procedures below.

1.11.2.1 Should any dispute arise with regard to the observance, meaning or interpretation of this Agreement or any agreement arrived at by the Board, or in the event of any difference between the management of any theatre and the members of the Union, such question or difference shall first be considered by the authorised representative of such Management and the Union.

1.11.2.2 In the event of the parties being unable to arrive at a settlement the question or difference shall be referred to the Board for consideration.

1.11.2 Decision Of The Conciliation Board

The decision of the Board on any question shall be binding. The Board will meet within 14 days (unless otherwise agreed between the parties) of the date when notice of the matter in dispute is received by the Board's Secretary from one of the parties. A written notice shall be given at that time.

1.11.3 Failure To Agree Procedure

1.11.3.1 Should the Board fail to agree upon any question referred to it in accordance with 1.11.2 of this Clause or upon any general question with which it is competent to deal, then the matter in dispute shall be referred in terms agreed by UK Theatre and the Union to an Arbitrator acceptable to both sides, or failing an agreement, to an Arbitrator appointed by ACAS.

1.11.3.2 The decision of the Arbitrator upon any matter referred to him/her by the Board shall be final and binding upon the parties concerned, and shall take effect as if it were a decision of the Board.

1.11.4 Other

1.11.4.1 Having regard to the procedure provided in 1.11.2 and 1.11.3 for the settlement of disputes, no strike or lockout either individual or collective, shall take place until the question at issue has been dealt with as in clauses 1.11.2 and 1.11.3 and then only if either party should refuse to honour the finding of the Board or the Arbitrator as the case may be.

1.11.4.2 No member of the Union shall be prejudiced or victimised by his/her Management in any way due to the fact that the Union has made representations on his/her behalf.

1.12 Mutual Protection

1.12.1 Best Services

The members of the Union shall carry out their duties to the best of their abilities to the Management with whom they work.

1.12.2 Acceptance Of Dispute Resolution Before Industrial Action

The Union members shall not individually cease work without proper notice or consent of the Management, or act collectively to cease work before an opportunity has been afforded to the Management and the representatives of the Union to resolve the dispute.

1.13 Definitions

1.13.1 Full-Time Individuals

A full-time Individual shall be defined as an Individual engaged in any department who is contracted to work 39 hours per week.

1.13.2 Part-Time Individuals

A part-time Individual shall be defined as an Individual who is contracted to work any number of hours less than 39 hours per week. Part-time Individuals may be engaged in any department on hourly rates as necessary to suit the operational requirements of the Manager.

1.13.3 Regularly Engaged Staff (Not Defined In 1.13.1 Above)

Regularly engaged staff shall be defined as those workers who are called to work on either a performance rate or an hourly rate who, as of 31 March in any year, have been engaged by the same Manager for 19 weeks within the preceding 26 weeks or 38 weeks within the preceding 52 weeks as the case may be.

1.13.4 **Children's Show(s) In Relation To Minimum Call**

A children's show shall mean a performance of a play or other production in a tour or season that is specifically produced to appeal to children up to the age of 12 years but not a Christmas show or pantomime.

1.14 **Nomenclature**

The word his is used for the sake of convenience but also applies to her. Likewise, the use of his in this singular sense is meant to cover all workers covered by this Agreement.

1.15 **Health And Safety**

It is the responsibility of Managers to draw up and publish a written Health and Safety Policy and to make risk assessments which are appropriate to the workplace. Managers will consult fully with Union Health and Safety Representatives in accordance with the provision of the Health and Safety at Work Act 1974 and its associated regulations and codes of practice. Special attention must be given by Managers to provide regular eye tests and breaks to Individuals operating Visual Display Unit (VDU) or Display Screen Equipment (DSE). Where appropriate, Managers will provide all Individuals with training and, where necessary, suitable personal protective clothing and equipment. The Individuals shall comply with all training and instructions provided by Managers in the theatres and shall co-operate with Managers so as to enable them to comply with their statutory duties to health and safety.

1.16 **Equal Opportunities**

The parties to this Agreement are committed to the promotion of equal opportunities in all aspects of engagement, irrespective of race, sex, sexual orientation, physical disability, creed or colour.

1.17 **Harassment, Bullying And Victimisation**

1.17.1 **Statement**

The Parties to this Agreement are opposed to all forms of harassment, bullying and victimisation; and are committed to providing and maintaining a working environment free from negative actions such as unfair, offensive, abusive, intimidating, humiliating or malicious behaviour.

1.17.2 **Complaint**

Any complaint will be taken seriously and investigated impartially by the Manager.

If a complaint is upheld, the appropriate disciplinary action will be taken.

2 COMMON CONDITIONS OF SERVICE (Applicable To All Staff, Except Where Stated Otherwise)

2.1 Disciplinary Procedures

See Appendix 1.

2.2 Grievance Procedure

See Appendix 2.

2.3 Meal Breaks

2.3.1 General

A meal break shall normally consist of one hour and shall not count as working time or be paid. It shall be taken at a time to suit operational requirements.

2.3.2 Breaking For More Than A 1-Hour Meal Break Constitutes A New Call

Resumption of work after a meal break of more than one hour shall constitute a new call.

2.3.3 From 5 Hours – 10 Hours Work

If a call for duty is for more than 5 hours the Individual is entitled to one meal break.

2.3.4 From 10 Hours – 15 Hours Work

If a call for duty is for more than 10 hours (excluding the meal break due in 2.3.2 above) on any day between 9.00am and 11.00pm, a total of two meal breaks shall be given and one payment at the current rate* for meal expenses made (or a meal provided).

2.3.5 For More Than 15 Hours Work

If a call for duty is for more than 15 hours a total of three meal breaks shall be given and two payments at the current rate* for meal expenses made (or two meals provided).

2.3.6 Missed Breaks Payment

2.3.6.1 An Individual required to work through a meal break will be paid at least double time for each fifteen minutes or part thereof of a break so missed. Where an Individual is already on an enhanced overtime calculation eg: Sundays, Bank Holidays and overnight working a further half time extra will be added for each fifteen minutes or part thereof for each break so missed.

2.3.6.2 The missed breaks time will be included in the calculation of hours worked, but once paid as above will not count towards further overtime payments.

2.3.7 15-Minute Breaks

Reasonable facilities for two paid breaks of fifteen minutes each shall be provided by the Manager to staff called within the basic working day. Reasonable facilities for a paid break of fifteen minutes during each matinée and evening shall be provided by arrangement with the Manager for Front of House Attendants, and a break of fifteen minutes for the Stage Staff during each performance at a suitable time.

*See Appendix 9, page 46.

2.4 Working Time Regulations – Compensatory Rest And Infringed Breaks

2.4.1 Working At The Managers' Disposal

For the purposes of calculating 'working time' in the context of the Working Time Regulations 1998, an Individual must be working, at the Manager's disposal and carrying out his/her activity or duties. Travel time during which an Individual is carrying out his/her activities or duties shall count as working time as will any period during which the Individual is receiving relevant training.

2.4.2 48 Hours Average Working Week

The reference period for the calculation of average working time of 48 hours per week as laid down in the Working Time Regulations 1998 shall be 52 weeks or the actual period of engagement, if less.

2.4.3 Break Of 11 Consecutive Hours In 24

Notwithstanding the 8 consecutive hours break in every 24 specified in clause 5.1.3, Appendix 4, page 39, an Individual shall be entitled to a break of 11 consecutive hours in every 24 hours. If such break cannot be given for operational reasons, then compensatory rest, equivalent to the period of rest not taken, shall be given to the Individual within two weeks (see Clause 2.4.6 below).

2.4.4 Payment For Infringed Overnight Break

Payment for an infringed overnight break shall be at single time extra per 30 minutes so breached, but this shall not include any period for which the get-out payment in clause 3.3.3.2 is made.

2.4.5 Break Of 24 Hours In Every 7 days

An Individual shall be entitled to a break of 24 consecutive hours (which may, in the circumstances of a change of production at the theatre, include the break in 2.4.3 above) in each 7-day period. If such break cannot be given for operational reasons, compensatory rest, equivalent to the period of rest not taken, shall be given to the Individual within two months (see Clause 2.4.6 below).

2.4.6 Compensatory Rest Requirements (Also See Clauses 2.4.3 And 2.4.5)

2.4.6.1 Compensatory rest for permanent staff (full-time and part-time) shall be given during their basic working hours.

2.4.6.2 Compensatory rest for casual Individuals who have worked at least 30 hours for the Manager during a week ie: a period from Sunday to Saturday inclusive shall be given by extending the period of their engagement by the equivalent of the period of rest that is owed.

2.4.6.3 In all other cases compensatory rest will be deemed to be satisfied by a period, equivalent to the period of rest that is owed, during which the Individual is not called to work.

2.4.7 Record-Keeping and Agreement

Statutory breaks shall only be breached by agreement between the Manager or his/her authorised representative and the Individual, the Manager being responsible for keeping records. Individuals may be required to submit time-sheets or other evidence of hours worked.

2.5 Calls – Notice / Cancellation of Calls; Attendance at Calls

2.5.1 Calls Notice

On the understanding that members of staff will provide up to-date contact information, details of rostered calls shall be made available to all members of staff concerned at least 48 hours in advance, except in the case of an emergency, but the Manager shall use his/her best endeavours to give one week’s notice wherever possible.

2.5.2 Notice Of Cancellation Of Rostered Calls and Payment

2.5.2.1 If any such call is cancelled then at least 48 hours notice shall be given (at least 24 hours in the case of a casual), otherwise a cancellation payment of 4 hours at the appropriate rate shall be made.

2.5.2.2 If any such call is cancelled giving more than 24 hours but less than 48 hours notice, payment of the applicable rota’d rate for the minimum call time of 3.5 hours shall be made.

2.5.2.3 If any such call is cancelled giving less than 24 hours notice, payment of up to a potential 8 hours at the applicable rota’d rate shall be made.

2.5.3 Employees must be on duty and in readiness for the start of their call and shall remain on duty until the end of the call or until released by their Line Manager or other authorised theatre representative.

2.6 Extra Responsibilities

2.6.1 Moving Up A Grade

2.6.1.1 When a grade 2 Individual undertakes the responsibilities of a Grade 1 individual for a period of more than one week, he/she shall be paid at the higher rate retrospectively from commencing such responsibilities.

2.6.1.2 When a Grade 3, 4 or 5 individual undertakes the responsibilities of a higher grade individual for more than three consecutive days, he/she shall be paid retrospectively from commencing such responsibilities at a rate which is not less than one grade higher than his/her normal rate.

2.6.2 Higher Paid Individuals To Remain On Same Pay

A higher paid individual undertaking the responsibilities of a lower paid individual shall not have his/her pay reduced in any way.

2.6.3 First-Aiders

Additional payments to qualified first-aiders will be the subject of local discussion.

2.7 Holidays

2.7.1 Holiday Entitlement

2.7.1.1 Holiday entitlement shall consist of a “5.6 weeks” element plus, depending on the individual’s length of service, an “extra days” element, and shall be calculated as follows subject to Clause 2.7.1.2 below:

| Qualifying Length of Service | Entitlement Per Holiday Year | |
|------------------------------|--------------------------------|---------------------------------|
| | 5-Day Working Week | 6-Day Working Week |
| Up to 3 years | 5.6 weeks | 5.6 weeks plus an extra 4 days |
| 3 years or more | 5.6 weeks plus an extra 2 days | 5.6 weeks plus an extra 6 days |
| 5 years or more | 5.6 weeks plus an extra 5 days | 5.6 weeks plus an extra 10 days |

- 2.7.1.2 The calculation of holiday entitlement under Clause 2.7.1.1 above shall be subject to the following:
 - 2.7.1.2.1 the “5.6 weeks” element of the entitlement shall in all cases be subject to a maximum of 28 days;
 - 2.7.1.2.2 a “week” of holiday shall be equivalent to the individual’s normal working week (eg: most full-time staff – 5 days, full-time cleaners – 6 days);
 - 2.7.1.2.3 the entitlement of part-time Individuals shall be 5.6 weeks plus, pro rata, the “extra days” element of entitlement applicable to an Individual with the same length of service working either a five-day or a six-day week, the relevant length of working week being that which is the full-time equivalent for the role concerned;
 - 2.7.1.2.4 entitlement shall be calculated pro rata in the holiday years in which the Individual’s contract commences or terminates;
 - 2.7.1.2.5 when prorating for any reason, the “5.6 weeks” element and the “extra days” element must be calculated separately. Where the calculation of the “5.6 weeks” element of entitlement results in a fraction of a day, it shall be rounded up to the nearest half day, except where a payment in lieu of holiday is being made. Where the calculation of the “extra days” element of entitlement results in a fraction of a day, it shall be rounded up at the Manager’s discretion;
 - 2.7.1.2.6 the holiday year shall run from 1 April to 31 March;
 - 2.7.1.2.7 any Public Holiday under Clause 2.8.1 below on which the Individual’s services are not required shall be a day of the Individual’s holiday entitlement, provided it is not the Individual’s rostered day off;
 - 2.7.1.2.8 holiday entitlement shall be accrued from the commencement of a contract, and from 1st April each year;
 - 2.7.1.2.9 subject to Clause 2.7.1.3 below holiday must be taken in the holiday year in which it accrues.
- 2.7.1.3 Subject to a maximum of 4 days, up to 1.6 weeks’ holiday may, at the Manager’s discretion, be carried over to the next holiday year provided it is taken by the end of June in that year.
- 2.7.1.4 The Individual shall have no right to claim payment in lieu of holiday except on termination of the Individual’s contract.
- 2.7.1.5 The Manager may pay in lieu of holiday;
 - 2.7.1.5.1 in respect of the “extra days” element of entitlement, if any; and
 - 2.7.1.5.2 on termination of the Individual’s contract.

- 2.7.1.6 Individuals with less than one year's service may take not more than one week's holiday in advance of accrual. In the event of such an Individual taking holiday in advance of accrual and leaving the engagement with less than one year's service, the Manager shall be entitled to deduct the overpayment of holiday pay from the Individual's pay.
- 2.7.1.7 The exact date of the holiday shall be fixed in consultation with the relevant HOD and at the discretion of the Manager. The consultation should take place at least four weeks prior to the proposed start date of the holiday unless this is not reasonably practicable.
- 2.7.1.8 An Individual who has had a substantial and regular period of casual work with the Manager immediately prior to becoming a full-time or part-time Individual may, at the Manager's discretion, have such a period or part thereof taken into account by the Manager for the purposes of calculating holiday entitlement under Clause 2.7.1.1 above.

2.7.2 **Holiday Pay**

- 2.7.2.1 Subject to Clauses 2.7.2.2 and 2.7.2.3 below, a week's holiday pay shall be paid at the rate of the Individual's average weekly earnings. "Average weekly earnings" in this context means total weekly earnings (including all contractual payments) averaged over the previous twelve weeks (or the number of weeks worked if less than 12 weeks). If the Individual receives no earnings in one or more of those twelve weeks or did not work in one or more of those twelve weeks due to illness or injury, annual holiday or leave under Clauses 2.10 to 2.15 below, the total weekly earnings in the relevant number of weeks immediately prior to the twelve-week period are to be taken into account.
- 2.7.2.2 Where the Individual has at least one year's continuous engagement with the Manager and takes a complete week's holiday, holiday pay will be paid at the rate which is the higher of:
- average weekly earnings as defined in Clause 2.7.2.1 above; and
 - average weekly earnings in the previous financial year, using the P60, subject to a maximum of 1.25 times the Individual's basic weekly rate of pay immediately before the holiday is taken.
- 2.7.2.3 An Individual's holiday pay may not be less than his/her basic weekly rate of pay immediately before the holiday is taken (pro rata where less than a complete week is taken).

2.8 **Public Holidays**

2.8.1 **Definition**

For the purposes of this Agreement a "Public Holiday" shall mean a day declared as a Bank or Public Holiday under the Banking and Financial Dealings Act 1971, in common law, or by Royal Proclamation in respect of England and Wales, Scotland or Northern Ireland as appropriate. Subject to Clause 2.8.3 below, where a substitute day is so declared that day shall be regarded as the Public Holiday, and the day for which it is substituted shall be regarded as an ordinary day.¹

2.8.2 **Working On Public Holidays (Excluding Get-Outs)**

Individuals required to work on a Public Holiday shall be paid at double time.

1 Please cross-refer to clause 2.7.1.2.7

2.8.3 **26th December/1st January**

Where in any year 26th December or 1st January falls on a Saturday and a substitute Public Holiday is declared in accordance with Clause 2.8.1 above for that year's Boxing Day or New Year's Day, the Union shall be entitled by giving UK Theatre not less than 26 weeks' prior written notice to nominate either 26th December or the substitute day and/or 1st January or the substitute day as the Public Holiday for the purposes of Clause 2.8.2 above and such nomination shall apply to all theatres covered by this Agreement.

2.8.4 **All Staff In Scottish Theatres – 1st January**

Staff shall not be compelled to work in Scottish theatres on 1st January in any year before 6.00pm and no deduction from their weekly wages shall be made for not working before 6.00pm on such day.

2.9 **Temporary Closures**

2.9.1 **What Is A Temporary Closure?**

Subject to Clause 2.9.3 below and always provided the Individual reports for duty as and when called, then where performances are temporarily suspended for:

2.9.1.1 the week in which Christmas Day falls or any part thereof in addition to Christmas Day.

2.9.1.2 the week prior to that in which Christmas Day falls or any part thereof, or

2.9.1.3 a period not exceeding one week for the purpose of production rehearsals, the following shall apply:

2.9.1.3.1 Full Time Staff
Basic minimum salary shall be payable.

2.9.1.3.2 Regularly Engaged Staff
2.9.1.3.2.1 **For 8 Shows**

The aggregate two weeks' earnings paid to the regularly engaged staff in respect of each of the above weeks and the week immediately succeeding them shall, in the case of once-nightly shows, be not less than an amount equal to payment for seven performances at single time rate for each of the weeks concerned, or in the case of twice-nightly shows, an amount equal to twelve performances at single time rate for each of the weeks concerned.

2.9.1.3.2.1 **For Evening Shows**

In the case of the Individuals who do not normally work matinées the aggregate payment over two weeks shall be equal to the payment as if six once-nightly performances or twelve twice-nightly performances had been given each week.

2.9.2 **Notice of temporary closure**

The Manager shall give the Union prior notice of any temporary or seasonal closure and advise the Union of the proposed reopening date so that the Union can discuss with the Manager re-engagement of staff including continuity of engagement.

2.9.3 If a Public Holiday falls within a temporary closure period, Clause 2.7.1.2.7 above shall apply.

2.10 Sick Pay

2.10.1 Notification

Individuals shall receive payment during absence from work due to sickness or injury, subject to entitlement, provided they:

2.10.1.1 Notify the Manager during the first day of absence at least 2 hours in advance of the call unless there are exceptional extenuating circumstances.

2.10.1.2 As soon as possible submit to the Manager a completed self-certificate.

2.10.1.3 If the absence lasts more than seven days, submit a medical certificate (and weekly thereafter, unless the medical certificate specifies a longer period).

2.10.2 Sick Pay Year

For the purposes of calculating sick pay entitlement, a sick pay year will start on the Individual'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.

2.10.3 Sick Pay And Qualifying Lengths Of Service

2.10.3.1 Noting clause 2.10.3.3 and providing an Individual has satisfied the qualifying conditions as in clause 2.10.1, sick pay entitlement for full-time and part-time staff is as follows:

2.10.3.2

| Service at commencement | Allowance of absence from duty |
|-------------------------|---|
| Less than 26 weeks | 28 wks SSP |
| 26 weeks to 2 yrs | 28 wks SSP made up to full basic pay for 9 wks |
| 2 yrs to 3 yrs | 28 wks SSP made up to full basic pay for 12 wks |
| 3 yrs to 5 yrs | 28 wks SSP made up to full basic pay for 20 wks |
| 5 years or more | 28 wks SSP made up to full basic pay for 26 wks |

2.10.3.3 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 Individual's entitlement under 2.10.3.2 above.

2.10.4 Sick Pay For Regularly Engaged Performance Staff

2.10.4.1 Sick pay for regularly engaged performance staff shall be calculated in accordance with all scheduled hours of work up to 6 week days between 8.00am and 12 midnight up to a maximum 39 hours in accordance with the hours that they would have been rostered had they not been ill.

2.10.4.2 All such hours to be payable at single time.

2.10.5 Tax And NI Contributions On Sick Pay And Incapacity Benefit

2.10.5.1 Sick pay, whether or not including statutory sick pay, shall be subject to deduction of tax and national insurance contributions.

2.10.5.2 Where an Individual is claiming NI incapacity benefit eg: having exhausted their entitlement to statutory sick pay, the Manager may deduct the amount of incapacity benefit claimed (excepting any supplementary benefits paid in respect of dependents) from any sick pay entitlement remaining under clause 2.10.3.

2.10.5.3 Where an Individual's self-certificate or medical certificate constitutes a claim for NI incapacity benefit, and has been submitted to the Manager under Clause 2.10.1, the Manager shall forward it promptly to the Department of Work and Pensions.

2.10.6 'Extra' Sick Pay Is Discretionary

The Manager shall be under no obligation to pay any larger sum or for any longer period than provided for in clause 2.10.3, and any additional payments as may be made shall be ex gratia at the sole discretion of the Manager.

2.11 Maternity

2.11.1 Notes

2.11.1.1 In Clauses 2.11, 2.12 and 2.13, 'full pay' includes any regular contractual payment.

2.11.1.2 The term "average weekly earnings" has a specific statutory definition.*

2.11.2 Maternity Rights

Subject to Clause 2.11.3, maternity rights shall be in accordance with such relevant legislation as may from time to time be in force.

2.11.3 Maternity Pay

The following payments, which shall be inclusive of Statutory Maternity Pay (SMP), shall be made to the Individual over a period of up to 39 weeks maternity leave.

For the avoidance of doubt, an Individual shall not be entitled to maternity pay at the rates below unless she satisfies the qualification and notification requirements for SMP.

2.11.4 Length Of Continuous Service Ending With 15th Week Before The Expected Week Of Childbirth

2.11.4.1 Entitlement for Individuals with service of 26 weeks up to 2 years

- 10 weeks at full pay
- 16 weeks at 50% full pay or, if that figure is below the flat rate of SMP, the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks at the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks unpaid

* Go to <http://www.hmrc.gov.uk> for definition, currently entitled 'Pay and time off work for parents – E15 Employment Handbook'.

- 2.11.4.2 Entitlement for Individuals with service of over 2 years up to 5 years
 - 12 weeks at full pay
 - 14 weeks at 50% full pay or, if that figure is below the flat rate of SMP, the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
 - 13 weeks at the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
 - 13 weeks unpaid
- 2.11.4.3 Entitlement for Individuals with service of 5 years or more
 - 14 weeks at full pay
 - 12 weeks at 50% full pay or, if that figure is below the flat rate of SMP, the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
 - 13 weeks at the flat rate of SMP or 90% of the individual's average weekly earnings – whichever is the lower
 - 13 weeks unpaid

2.12 **Paternity**

2.12.1 **Paternity Rights**

Subject to clause 2.12.2, paternity rights shall be in accordance with such relevant legislation as many from time to time be in force.

2.12.2 **Paternity Leave And Pay**

Individuals with at least 26 weeks' continuous engagement at the end of the week immediately preceding the expected week of childbirth shall be entitled to two weeks' paternity leave per pregnancy. Such leave must be taken as one week or two consecutive weeks: it cannot be taken as odd days or two separate weeks.

Subject to the preceding paragraph, for the avoidance of doubt, an Individual shall not be entitled to paternity pay at the rates below unless he or she satisfies the qualification and notification requirements for SPP.

The two weeks shall be paid at the rate of full pay or, if that figure is below the flat rate of SPP, the flat rate of SPP or 90% of the individual's average weekly earnings – whichever is the lower

2.13 **Adoption**

2.13.1 **Adoption Rights**

Subject to clause 2.13.2, adoption rights shall be in accordance with such relevant legislation from time to time in force.

2.13.2 **Adoption Pay**

2.13.2.1 The following payments, which shall be inclusive of Statutory Adoption Pay (SAP), shall be made to an Individual who takes Statutory Adoption Leave (SAL) over a period of up to 39 weeks adoption leave. (Individuals who are not taking SAL because their partner is doing so may, regardless of gender, be eligible for paternity leave and pay under clause 12 or Statutory Paternity Leave and Pay.)

2.13.2.2 For the avoidance of doubt, an Individual shall not be entitled to adoption pay at the rates below unless he or she satisfies the qualification and notification requirements for SAP.

2.13.2.3 In the case of the adoption of a child in the UK, the Individual's continuous service shall be calculated in the week in which he or she is notified of having been matched with the child. In the case of the adoption of a child from overseas, the Individual's continuous service shall be calculated: 2.13.2.3.1 at the time he or she receives official notification from the relevant UK authority of his or her eligibility to adopt a child from abroad, or 2.13.2.3.2 the time his or her SAL is due to begin, whichever is the later.

2.13.3 Length Of Continuous Service Entitlement For Individuals

2.13.3.1 Individuals With Service Of 26 Weeks Up To 2 Years

- 10 weeks at full pay
- 16 weeks at 50% full pay or, if that figure is below the flat rate of SAP, the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks at the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks unpaid

2.13.3.2 Individuals With Service Of Over 2 Years Up To 5 Years

- 12 weeks at full pay
- 14 weeks at 50% full pay or, if that figure is below the flat rate of SAP, the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks at the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks unpaid

2.13.3.3 Individuals With Service Of 5 Years Or More

- 14 weeks at full pay
- 12 weeks at 50% full pay or, if that figure is below the flat rate of SAP, the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks at the flat rate of SAP or 90% of the individual's average weekly earnings – whichever is the lower
- 13 weeks unpaid

2.14 Parental Leave

2.14.1 Individuals shall be entitled to parental leave in accordance with the relevant legislation from time to time in force.

2.14.2 The statutory default provisions ("the fallback scheme") shall apply.

2.15 Time Off For Dependents

2.15.1 Individuals shall be entitled to time off for dependants in accordance with the relevant legislation from time to time in force.

2.15.2 In any financial year full pay shall be paid for up to a total of one week of any such time taken.

2.16 Compassionate Leave

In addition to the leave set out in 2.14 and 2.15 above, the Manager shall not unreasonably refuse application for compassionate leave without loss of basic pay for reasons of (for example) immediate family bereavement and serious illness.

2.17 Commencement Of Engagement

2.17.1 NI Number

The Individual shall give the Manager his/her National Insurance Number at the commencement of his/her engagement to enable the Manager to deduct and make contributions in accordance with the law for the time being in force.

2.17.2 Written Particulars

Not later than 2 months after the commencement of engagement each Individual on 8 hours a week or more shall receive from the Manager written particulars of the terms and conditions of engagement relating to him/her in accordance with the provisions of the Employment Protection (Consolidation) Act 1978 as amended by Schedule 4 of the Trade Union Reform and Employment Rights Act, 1993.

2.18 Termination Of Engagement

2.18.1 Individual To Manager

The Individual shall give not less than one week's notice to terminate his/her engagement.

2.18.2 Manager To Individual

The Manager shall give to the Individual the following notice to terminate his/her engagement:

| Length of continuous engagement | Notice period needed |
|---------------------------------|-----------------------------|
| Less than 2 years | At least 1 week |
| 2 – 12 years | 1 week for each year worked |
| 12 years plus | 12 weeks |

2.19 Payment Of Wages

2.19.1 When To Pay

It is agreed that Managers are entitled to pay wages other than by cash subject to such payments being made not later than Thursday noon (except in the case of an Individual's last week of engagement) and at least one banking day prior to a Public Holiday.

2.19.2 When To Pay For An Individual Under Notice

Wages of an Individual under notice shall be paid at the termination of the last working day or earlier at the Manager's discretion. Wages shall, at the Individual's request, be paid a week in advance for any period of annual holiday, provided that such request is made at least 2 weeks before the first day of the holiday.

2.20 Travel – Fares, Expenses, Subsistence & Touring

2.20.1 Travel Expenses For Work Purposes Only/General

2.20.1.1 All travel expenses incurred on or in connection with the duties carried out by Individuals shall be reimbursed to Individuals by the Manager provided that such duties are carried out on the direct instructions of the Manager, and that such fares shall not include the fares ordinarily payable by the Individuals to and from their homes to their engagement.

2.20.1.2 When an Individual is travelling at the direction of the Manager, time spent travelling in such circumstances will be paid for as working time.

2.20.1.3 Time spent travelling to attend training courses will be paid for at single time, irrespective of the time or day unless 39 hours have already been worked in the week.

2.20.2 **Travel From Base**

2.20.2.1 When an Individual is travelling at the requirements of the Manager, except between his/her home and the theatre and except as provided for in 2.20.1 above, the Manager will reimburse the Individual for 2nd class rail and/or bus fares incurred or when the Individual's own vehicle is used and adequate insurance cover is held by the Individual at the mileage allowance set out in 2.20.3.2.

2.20.3 **Travel Payments**

2.20.3.1 2nd class public transport should be used when appropriate – whichever shall be the lesser.

2.20.3.2 Travelling by Car

When travelling by car, the following payments should be made:

Mileage (first 30 miles) 45p per mile

Subsequent miles 31p per mile

2.20.4 **Late Night Travel/Arranged Transport for Individuals**

In the event of an Individual being unable to catch their last public transport the Manager shall:

2.20.4.1 arrange or pay for transport to their place of residence

2.20.4.2 arrange to pay for suitable transport to and/or from their place of residence when public transport is not available eg: Sundays or Public Holidays

2.20.4.3 use his/her best endeavours to ensure that any taxis provided by him/her arrives within thirty minutes of the end of the call. Where taxis are provided by the Manager, they must be used within these thirty minutes.

2.21 **Subsistence**

2.21.1 **Subsistence When At Base**

When an Individual is required by the Manager to be away from the normal place of work for more than four hours on the Manager's business except as provided for on tours, the Individual will be paid a subsistence allowance with the prior agreement of the appropriate HOD at the rate set out in 2.22.2 for every full period of four hours of such absence, provided that for each such four hours, an unpaid meal break of one hour shall be taken.

2.21.2 **Subsistence For Resident Engagements**

Subsistence, payable for resident engagements of less than 52 weeks and subject to negotiation between the Union and the Individual where so requested, will apply where an Individual is required to work more than a radius of 40 miles from his/her home subject to a minimum of £140.00* per week applying during the first ten weeks of such engagement only.

*this allowance changes in April of each year in line with the Commercial Theatre Agreement – check on www.uktheatre.org

2.22 Touring

2.22.1 Absence From Base

2.22.1.1 Unless engaged on a contract specifying touring duties, an Individual may be required to undertake work away from base provided that such work does not necessitate an overnight stay.

2.22.1.2 Work necessitating overnight stays and touring duties shall be optional.

2.22.1.3 The Manager shall provide or pay for overnight accommodation.

2.22.2 Payments For Touring And Absence From Base

| Length of time | From 1 April 2017 |
|------------------------------|----------------------|
| over 4 hours | £6.63 |
| over 8 hours | £13.22 |
| over 12 hours | £19.83 |
| Overnight (up to 6 days) | £30.76 per diem |
| Long Stay/Tour (over 6 days) | £183.50 per week |
| International | subject to agreement |

2.22.3 Other Duties On Tour

2.22.3.1 If an Individual is required to undertake additional duties whilst on tour eg: driving, relighting then payment will be made on the basis of a flat fee for the job, negotiated with the Union, in addition to payment for hours worked under their normal terms of engagement.

2.22.3.2 Subsistence payments shall be made as in 2.22.2.

2.22.3.3 Travel expenses will be reimbursed according to the rate in 2.20.3 and time spent travelling will be paid for as working time.

2.23 Redundancy

In the event of the Manager contemplating the redundancy of an Individual or Individuals, the Union shall be consulted as soon as possible and in any event not later than 60 days before the first redundancy is due to take effect. The 60 days consultation will end if meaningful consultations between the Manager and the respective Individual(s) have been concluded sooner.

2.24 Uniforms

2.24.1 All uniforms and special dresses together with any aprons, cuffs, black stockings, or headwear which the Manager requires to be worn shall be supplied and paid for by the Manager but dress suitable for the engagement shall not be considered as "special dress" unless the Manager requires that it be made in any particular cut, style or design.

2.24.2 The Manager shall be responsible for reasonable dry cleaning and laundering costs for any dress or uniform supplied.

2.25 Insurance

When an Individual is required by the Manager to use their own tools in the course of their engagement, the Manager shall arrange and pay for the insurance of the tools, as set out in a list provided by the Individual, for the purposes required in the course of that engagement.

3 DEPARTMENTAL HOURS AND CONDITIONS FOR ALL STAFF

| Department | Minimum Call (Hours) | Max Hours | Hours payable at single time (x1) | Hours payable at time NB: Note: *Admin ex |
|--|----------------------|-----------|-----------------------------------|--|
| Box Office | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Administration | 3.5 | 39 | 8.00am – 12 midnight | Over 39 *Any hours worked in excess of 39 sha in lieu at the rate of 1 hour worked to off cannot be taken within 6 weeks then |
| Technical | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Performance Staff | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Front of House Performance Staff | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Performance Fireman | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Cleaners | 4* | 40 | 9.00am – 11.00pm | Over 40 |
| Casuals | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Support Staff including Chaperones | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |
| Catering Staff | 3.5 | 39 | 8.00am – 12 midnight | Over 39 Between 8am & 12 midnight on a 6th d Over 9 hours on any day between Mor |

| and a half (x1.5) reception of TOIL | Hours payable at double time (x2) | Does Appendix 3 (VDU Code of Practice) apply? | Get-Outs (see clause 3.3.3) | Also look at clauses |
|--|--|--|--|---------------------------------|
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | |
| will be compensated by time off 1½ hours time off. If the time the overtime will be paid | | ✓ | | |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | ✓ | 3.3.1 to 3.3.8 |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | 3.3.9.1 to 3.3.9.3 |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | 3.4 and 3.5 |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | |
| | Work on a Sunday & on Public Holidays | | | 3.2 |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | | ✓ | 3.7 |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | |
| on consecutive day in any week unday & Saturday | Between 12 Midnight and 8am Work on a Sunday & on Public Holidays | ✓ | | |

3.1 Box Office; Administration; Technical Staff; Front Of House Staff/Regularly Engaged Performance Staff; Performance Staff; Performance Fireman; Support Staff (Including Chaperones); Catering Staff; Casual Staff

3.1.1 Basic hours

3.1.1.1 A maximum of 39 hours per week at single time.

3.1.1.2 A maximum of 9 hours per day at single time.

3.1.1.3 Any work between the hours of 8.00am and midnight for 5 out of 6 weekdays at single time.

3.1.1.4 The minimum call for all staff is 3½ hours.

3.1.2 Overtime

3.1.2.1 Time And A Half

Time and a half in excess of 39 per week, between 8am and 12 midnight on a sixth consecutive day and over 9 hours on a Monday to Saturday.

3.1.2.2 Double Time

Double time for any hours after midnight and before 8am or for work on a Sunday.

3.2 Cleaners

3.2.1 Basic Hours

A maximum of 40 hours at single time. The minimum call on any one day shall be 4 hours.

3.2.2 Overtime

3.2.2.1 Time And A Half

Time and a half for hours in excess of 40 per week.

3.2.2.2 Double Time

Double time for any work on a Sunday.

3.2.3 Pick-ups

Cleaners specially called in for work to clean between performances confined to 'pick-up' shall be paid for a minimum of two hours at the appropriate rate.

3.3 Technical

3.3.1 Get-Outs

3.3.3.1 Definition And Scope

3.3.3.1.1 A "Get-Out" shall mean and include where required by the Management the dismantling and removal by the Theatre's Stage and Electrical Staff (and Wardrobe Staff if required) from the theatre and (other than for storage purposes in the case of Companies presenting productions in repertoire) the loading (not necessarily on the same day) on to vehicles after a Company's final performance of its scenery, properties, costumes, effects and electrical equipment at any time and on any day belonging to a Visiting Management or a Resident Management for the purpose of playing another venue.

*NB: Provisions for cleaners are provided for in clause 3.2. For further provisions within other departments, please look at following pages.

3.3.3.1.2 These provisions shall not apply to shows operating under Equity/TIE Contracts and Puppet Shows or to theatres operating under Equity Subsidised Repertory or Non-Subsidised Repertory Agreements except when a show is being transferred to play at another theatre (whether or not the Repertory Company is presenting it) or the scenery is being sold immediately as a whole to another Management for subsequent theatrical use.

3.3.2 **Payments***

3.3.2.1 Throughout UK, noting exceptions in 3.3.2.3

A gross payment of **£82.44** shall be payable to each Individual for the first two hours (or part thereof) of his/her work on each Get-out and **£41.19** per hour payable pro rata for every 15 minutes work thereafter paid on the basis of the actual hours worked

3.3.2.2 In New Theatre, Cardiff & King's Theatre, Edinburgh

A gross payment of **£146.59** shall be payable to each Individual for the first four hours (or part thereof) of his/her work on each Get-out and **£45.81** per hour payable pro rata for every 15 minutes work thereafter paid on the basis of the actual hours worked).

3.3.2.3 For theatres that seat less than 500 people

Where theatres have a normal seating capacity of less than 500 half the foregoing rates shall apply, except where a show has been performed in a theatre with a seating capacity in excess of 500 in the preceding and succeeding weeks.

3.3.2.4 The Resident Manager is responsible for this payment.

3.3.3 **Break In Get-Out**

3.3.3.1 A break for rest and refreshment not exceeding 30 minutes taken during a Get-out (as distinct from after its completion) at any time after the Get-out has continued for not less than 3 hours (subject to its having commenced immediately following the end of the performance) shall be treated as part of the hours worked on the Get-out in calculating the payments therefore.

3.3.3.2 A further such break, also treated as part of the hours worked in calculating the payments, shall be given after each completed block of 3 hours work during a Get-out (as distinct from after its completion).

3.3.3.4 **End Of Get-out**

A Get-out shall be deemed to have ended when the production's scenery, properties, costumes and effects have been loaded on to vehicles and the vehicles have been secured for departure or when an Individual has completed his/her allotted duties (whichever is the earlier).

3.3.3.5 **Numbers For Get-Outs**

Those Individuals operating a Get-in (as distinct from a fit-up) shall also be offered engagement (or replaced, if required and where possible after consultation with the Head(s) of Department concerned and the accredited Union representative) for the Get-out thereof.

3.3.3.6 **Get-outs Scheduled To Last In Excess Of 12 Hours**

3.3.3.6.1 An Individual may only be scheduled for a maximum of 8 hours for a Get-out that occurs during night time.

3.3.3.6.2 Get-outs scheduled to last in excess of 12 hours shall be operated in accordance with the agreed Code of Practice (see Appendices).

3.3.4 **Ancillary Payments**

3.3.4.1 **Appearance Before An Audience**

If staff is required to appear before an audience as part of their normal duties, then no extra payment will be made.

3.3.4.2 **In Costume Or Make-Up**

If Individuals are required to work in costume or make-up, the Manager will pay £7.75 per performance.

3.3.4.3 **Wearing Blacks**

The wearing of 'blacks' is not considered as an appearance in costume and will not warrant extra payment. The Manager will provide 'blacks' as necessary.

3.3.4.4 **Special Effects**

Payment for special effects shall be one hour at the Individual's single time rate.

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.

3.3.6 **Long-Running Productions (8 Weeks Or More)**

3.3.6.1 Staff required to work for seasons of 8 weeks or longer (excluding Subsidised Repertory theatre) shall be paid for two additional performances per week at the appropriate rate provided that in the case of full time staff they have worked all rostered calls and in the case of performance staff they have worked all scheduled performances in the relevant week.

3.3.6.2 This payment will be made at the end of the first 8 weeks and every 4 weeks thereafter or at the end of the run whichever is the sooner.

3.3.7 Rehearsals

Staff specially called for a rehearsal shall be subject to a 3.5 hour minimum call.

3.3.8 Stage And Regularly Engaged Staff

3.3.8.1 Readiness For Duty

Individuals engaged on performance rates in a Stage Department must be on duty and in readiness before the time the curtain goes up, and shall remain on duty until after the striking of the last scene.

3.3.8.2 Regularly Engaged Performance Staff

Regularly Engaged Performance Staff on a minimum call will be engaged for the week and will be guaranteed a minimum number of calls for the run of the production.

3.3.8.3 Minimum Call

Each performance will warrant a minimum call of 3.5 hours excluding Children's shows as per the definition in clause 1.13.4.

3.3.8.4 Setting

Staff engaged on minimum calls and regularly engaged performance staff specially called to assist day staff to set the first scene before any performance shall be paid one hour at the rate for Grade 4 Individuals (or Grade 5 if 26 weeks' service has not been completed).

3.4 Front Of House Performance Staff

3.4.1 Minimum Call FOH Readiness for Duty

Front-of-house Individuals must be on duty and in readiness five minutes before the doors open and shall remain on duty until the audience is out and the doors closed.

3.4.2 Guarantee Of Work For Regularly Engaged Performance Staff

Regularly Engaged Performance Staff on a minimum call will be engaged for the week and will be guaranteed a minimum number of calls for the run of the production.

3.4.3 Minimum Call

Each performance will warrant a minimum call of 3.5 hours excluding Children's shows as per the definition in clause 1.13.4.

3.4.4 The Individual must not leave his or her engagement or cancel his or her engagement without the written consent of the Manager first being given.

3.5 Call-Outs For Maintenance Staff

Staff called to an emergency shall be paid **£19.09** for the first hour worked and the appropriate overtime rate per 15 minutes worked thereafter.

3.6 Casuals

Individuals under this section shall continue to be paid at the rate for Grade 4 Individuals (or Grade 5 if 26 weeks service has not been completed) for a performance following other work on that day (as distinct from work for a performance only).

4 MINIMUM RATES FOR ALL STAFF*

Are incorporated and are to be found on pages 48 and 49 of this Agreement.

* Please refer to Appendix 10, page 48 for current rates or to www.uktheatre.org

APPENDIX 1: DISCIPLINARY AND GRIEVANCE PROCEDURES

1.1 Disciplinary And Grievance Procedures Overview

1.1.1 Purpose And Scope

1.1.1.1 The Disciplinary Procedure is designed to help and encourage all Individuals to achieve and maintain standards of conduct, attendance and job performance and set out the Manager's framework for dealing with disciplinary matters. The same procedure applies to all Individuals and the aim is to ensure consistent and fair treatment for all.

1.1.1.2 The Grievance Procedure enables all Individuals to bring to the Manager's attention any grievance relating to their engagement and to try to resolve such matters satisfactorily. Grievance proceedings will, so far as is reasonably practicable, be kept confidential.

1.1.2 Principles

1.1.2.1 No disciplinary action will be taken until the matter at issue has been fully investigated.

1.1.2.2 The Individual will not normally be dismissed for a first breach of discipline except in the case of gross misconduct or very serious breach of discipline when the sanction will be dismissal without notice or payment in lieu of notice.

1.1.2.3 The Individual will have the right to appeal against any disciplinary sanction imposed or the decision of any grievance meeting.

1.1.3 General Provisions

So far as applicable to a particular circumstance, the following requirements apply to the Disciplinary and Grievance Procedures.

1.1.3.1 Timetable

Each step and action under the Disciplinary and Grievance Procedures must be taken without unreasonable delay.

1.1.3.2 Right To Be Accompanied

The Individual has the right to be accompanied at any disciplinary or grievance meeting by a fellow Individual or trade union representative who may make representations on his/her behalf provided the Individual expressly authorises this at the beginning of the relevant meeting. However the Individual's companion will not be able to answer questions put to the Individual during the course of the meeting. This right applies to all stages of the disciplinary and grievance process including appeals.

1.1.3.3 Meetings

1.1.3.3.1 The timing and location of meetings must be reasonable.

1.1.3.3.2 Meetings must be conducted in a manner that enables both the Manager and the Individual to explain their case.

1.1.3.3.3 The Manager will endeavour to ensure that the meeting is in a private location and that there are no interruptions.

1.1.3.3.4 The Manager should advise the Individual of the right to be accompanied in the written notification of the meeting.

1.1.3.3.5 The length of time between the written notification and the meeting should be long enough to allow the Individual to prepare for the meeting. The Individual must take all reasonable steps to attend the meeting and if he/she or his/her companion cannot attend on the date suggested he/she must notify his/her head of department and propose an alternative date for the meeting to be held within 5 working days of the original proposed date.

1.1.3.3.6 No meeting will take place unless the complainant has informed the other party in writing of the cause of the complaint and the other party has had the opportunity to consider a response to the complaint.

1.1.3.4 **Records**

1.1.3.4.1 During the disciplinary or grievance process the Manager will keep written records which may include: the nature of the complaint or the grievance raised; a copy of the written complaint or grievance; the Individual's defence; the Manager's response; findings made; any action taken or sanction imposed and the reasons for it; any grievances raised during a disciplinary process; whether there was an appeal and if so the outcome; any subsequent developments.

1.1.3.4.2 Such records will be kept on a confidential basis so far as is reasonably practicable and in accordance with the Data Protection Act 1998.

1.1.4 **Potential Disciplinary Sanctions**

Formal disciplinary action may result in the following disciplinary sanctions being imposed:

1.1.4.1 **Verbal Warning**

If conduct or performance does not meet acceptable standards the Individual may be given a formal verbal warning. A note of the verbal warning will be kept on the Individual's personnel file but will usually be disregarded for disciplinary purposes after three months subject to satisfactory conduct and performance.

1.1.4.2 **Written Warning**

If the misconduct or poor performance is more serious, a formal written warning may be given to the Individual. This will give details of the complaint, the improvement or change in behaviour required and the timescale allowed for this, and state that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on the Individual's personnel file but will usually be disregarded for disciplinary purposes after six months subject to satisfactory conduct and performance.

1.1.4.3 **Final Written Warning**

If the offence is serious or there is a failure to improve performance or conduct during the currency of a prior warning, a final written warning may be given to the Individual. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal. A copy of this written warning will be kept on the Individual's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

1.1.4.4 **Dismissal Or Other Sanction**

1.1.4.4.1 In certain circumstances, for example a failure to improve conduct or performance where a previous warning has been given or where there is an act of gross misconduct or a serious failure to perform, the disciplinary sanction may be dismissal or the Manager may take some other action short of dismissal such as disciplinary suspension without pay for up to a maximum of five working days.

1.1.4.4.2 If some sanction short of dismissal is imposed, the Individual will receive details of the complaint, and will be warned that dismissal could result if there is no satisfactory improvement. A copy of this written warning will be kept on the Individual's personnel file but will be disregarded for disciplinary purposes after twelve months (although in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

1.1.5 **Gross Misconduct**

1.1.5.1 The following list provides examples of offences which are normally regarded as gross misconduct. This list is not exhaustive and other serious misconduct may also lead to summary dismissal:

theft, fraud, deliberate falsification of records, dishonesty, fighting, assault, violence, unauthorised possession of property belonging to the Manager, damage to the Manager's property, incapacity for work due to being under the influence of alcohol or illegal drugs, serious negligence which causes unacceptable loss, damage or injury, serious act of insubordination, misuse of confidential information, unauthorised entry to computer records, conviction for a criminal offence arising from or relating to the Individual's work for the Manager, conduct whether inside or outside working hours which may bring the Manager's reputation into disrepute, serious or persistent neglect of duties or any material breach or non-observance of those duties – in particular refusal to obey reasonable instructions, unauthorised absence from work (including conduct inconsistent with an alleged sickness, injury or other incapacity).

1.1.5.2 If the Individual is accused of an act of gross misconduct, the Individual may be suspended from work on full pay while the Manager investigates the alleged offence. If, on completion of the investigation and the Disciplinary Procedure, the Manager is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

* Current rates to be found at www.uktheatre and www.bectu.org

1.1.6 **General**

1.1.6.1 Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Manager will take into account the Individual's disciplinary and general engagement records, length of service and the explanation given by the Individual at the disciplinary meeting.

1.1.6.2 Before implementing any of the formal sanctions set out above, including after a review of the Individual's conduct or performance, the Disciplinary Procedure set out below will normally be followed.

1.1.6.3 At the time of advising the Individual of any sanction to be imposed the Manager should also advise the Individual of the right of appeal.

1.2 **Disciplinary Procedure**

1.2.1 **Investigation**

Where a potential disciplinary matter arises the Manager will endeavour to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations the Manager will decide whether to take no further action or deal with the matter informally or arrange for the matter to be handled on a formal basis. The Manager may choose to hold an investigatory meeting (as opposed to a disciplinary meeting) with the Individual solely to establish the facts of the case.

1.2.2 **Suspension**

In instances which the Manager considers to be particularly serious (e.g. in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Manager's responsibilities to third parties or the Manager's property), the Individual may be suspended from work temporarily whilst an unhindered investigation is carried out. Any precautionary suspension of this kind will be reviewed as soon as possible and will not normally exceed 10 working days. Any suspension on this basis should not be considered as a disciplinary sanction or an indication of prejudgement of the matter. The Individual will be paid for all rostered hours and all calls that he/she would normally be expected to work were he/she not suspended. There should be no financial detriment to an Individual during suspension or, except where a financial disciplinary sanction is subsequently imposed, on his/her return to work following suspension.

1.2.3 **Formal Procedure**

If the Manager decides to take formal action, the following procedure will be followed:

1.2.3.1 **Statement of Grounds for Action and Invitation to Meeting**

The Manager will prepare a written statement setting out the Individual's alleged conduct or capability or poor performance, or other circumstances, which may result in a disciplinary sanction (including dismissal) being imposed. The statement will be sent to the Individual who will be invited to attend a meeting to discuss the matter. The statement will contain sufficient detail and any relevant accompanying evidence to enable the Individual to prepare for the meeting. In the event that the Individual is a Union representative, the Manager will send a copy of the statement to a BECTU full-time official.

1.2.3.2 **Meeting**

The complaint will be fully explained to the Individual at the meeting and the Manager will go through the evidence that has been gathered. The Individual can make representations and explain his/her view of the situation and answer any allegations that have been made. The Individual will be allowed to ask questions and present evidence. If appropriate the Individual can call witnesses and will be given an opportunity to raise points about any information provided by witnesses. No disciplinary sanction will be imposed until the meeting has taken place.

1.2.3.3 **Notification Of Decision**

After the meeting the Individual will be informed of the Manager's decision. This will be communicated to the Individual in writing within 10 working days of the meeting and the Individual will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If the decision taken is dismissal the Individual will also be provided with written reasons for dismissal, the date on which the engagement will terminate and the appropriate period of notice (if applicable). If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.

1.2.3.4 **Appeal**

The Individual has the right to appeal against any disciplinary sanction imposed on him/her.

1.2.4 **ACAS**

By mutual consent of the Manager and the Union, the services of ACAS may be sought and/or used at any stage of the disciplinary procedure.

1.3 **Grievance Procedure**

1.3.1 **Informal Resolution Of Grievances**

The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

Any grievance should, in the first instance, be raised with the Individual's head of department (or, where that person is the subject of the grievance, that person's line manager) who should discuss the matter with the Individual informally within two working days of it being raised.

1.3.2 **Formal Resolution Of Grievances**

Where the grievance cannot be resolved informally and the Individual has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Individual or the Individual has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

1.3.3 **Formal Grievance Procedure**

1.3.3.1 **Statement Of Grievance**

The Individual must set out, in a written statement, his/her grievance and send the statement to his/her head of department (or, where that person is the subject of the grievance, that person's line manager). The Individual will be invited to attend a meeting in order to discuss the grievance.

1.3.3.2 **Meeting**

The Individual will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

1.3.3.3 **Notification Of Decision**

After the meeting the Individual will be informed of the Manager's decision. This will be communicated to the Individual in writing within 10 working days of the meeting and the Individual will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.

1.3.3.4 **Appeal**

The Individual has the right to appeal against the findings of a grievance meeting.

1.4 **Appeals**

1.4.1 The Individual has a right to appeal against the finding of a disciplinary or grievance meeting.

1.4.2 If the Individual wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Individual will then be invited to attend another meeting.

1.4.3 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a member of the Manager's Board other than the Chairman.

1.4.4 If an appeal against dismissal is not upheld, the Individual may further appeal either:

1.4.4.1 to the Chairman of the Manager's Board; or

1.4.4.2 through the Conciliation Procedure laid down in the UK Theatre/BECTU Agreement.

1.4.5 After the appeal meeting the Individual will be informed of the Manager's final decision and this will be communicated to the Individual within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.

1.4.6 Where the Individual appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

APPENDIX 2: GRIEVANCE PROCEDURE

2.1 Grievance Procedure

2.1.1 Informal Resolution Of Grievances

The Manager recognises that misunderstandings or grievances may sometimes occur. It is most important that these grievances are brought out into the open and resolved as fairly, consistently and speedily as possible. In most cases this can be done on an entirely informal basis.

Any grievance should, in the first instance, be raised with the employee's head of department (or, where that person is the subject of the grievance, that person's line manager) who should discuss the matter with the Individual informally within two working days of it being raised.

2.1.2 Formal Resolution Of Grievances

Where the grievance cannot be resolved informally and the Individual has a complaint, concern or problem about action which the Manager has taken or is contemplating taking in relation to the Individual or the Individual has a personal grievance or a complaint about any work-related matter which affects his/her efficiency at work, it should be dealt with under the formal Grievance Procedure below.

2.1.3 Formal Grievance Procedure

2.1.3.1 Statement of grievance

The Individual must set out, in a written statement, his/her grievance and send the statement to his/her head of department (or, where that person is the subject of the grievance, that person's line manager). The Individual will be invited to attend a meeting in order to discuss the grievance.

2.1.3.2 Meeting

The Individual will be permitted to explain his/her complaint and then say how he/she believes it should be settled.

2.1.3.3 Notification of decision

After the meeting the Individual will be informed of the Manager's decision. This will be communicated to the Individual in writing within 10 working days of the meeting and the Individual will be notified of his/her right to appeal against the decision if he/she is not satisfied with it. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Artist for the delay and inform him/her when a response can be expected.

2.1.3.4 Appeal

The Individual has the right to appeal against the findings of a grievance meeting.

2.1.4 Appeals

2.1.4.1 The Individual has a right to appeal against the finding of a disciplinary or grievance meeting.

- 2.1.4.2 If the Individual wishes to appeal, he/she must inform the Manager in writing within 5 working days of receiving the decision. The Individual will then be invited to attend another meeting.
- 2.1.4.3 Where possible the person who made the original disciplinary or grievance decision will not be involved in the decision-making process of the appeal. The appeal will be heard by an appropriate member of senior management. If the appeal relates to a dismissal it will be heard by a Director of the Manager's Board other than the Chairman
- 2.1.4.4 If an appeal against dismissal is not upheld, the Individual may further appeal either:
 - 2.1.4.4.1 to the Chairman of the Manager's Board; or
 - 2.1.4.4.2 through the Conciliation Procedure laid down in the UK Theatre/BECTU Agreement
- 2.1.4.4 After the appeal meeting the Individual will be informed of the Manager's final decision and this will be communicated to the Individual within 10 working days of the meeting. If it is not possible for the Manager to respond with his/her decision within 10 working days the Manager will give an explanation to the Individual for the delay and inform him/her when a response can be expected.
- 2.1.4.5 Where the Individual appeals against any disciplinary sanction imposed on him/her, the original disciplinary decision (including a decision to dismiss) will be implemented pending the appeal meeting and its outcome.

Breaks

It is recognised that the concentrated operation of visual display equipment can only be achieved if the operator is able to have regular breaks from operating the display. These breaks should ideally total thirty minutes during each three hours worked. The arrangement of these breaks (whether many short ones or one long one) should be determined by the Head of Department.

Environmental Conditions

It is recognised that lighting, screen flicker, screen glare, desk space, seating and viewing distance have optimum requirements and the Manager will use his/her best endeavours to ensure that these are complied with. Information on these conditions has been supplied to the Safety Representative and the Manager.

Technical Reports Possessed By The Safety Representative And The Theatre Manager

- 1 Optimum environmental lighting.
- 2 Flicker, screen glare and equipment specifications.
- 3 Optimum posture (desk, chair and viewing distance).
- 4 Information on the special nature of eye test required (for oculist).

APPENDIX 3: RECOMMENDED CODE OF PRACTICE BETWEEN UK THEATRE AND BECTU IN REGARD TO NEGOTIATION OF GET-OUTS OF LARGE-SCALE MUSICAL TOURS, AS AGREED MARCH 12 1998

Introduction

UK Theatre and BECTU have jointly agreed that it is in the interests of touring producers and theatre staff for early discussions to take place between appropriate representatives of both sides to ensure that get-outs of large-scale musical productions are conducted in an efficient manner with due regard to work patterns and breaks.

Guidelines

The following guidelines shall apply wherever possible:

- 3.1 At least 4 weeks prior to the scheduled get-out, a meeting will take place between the nominated representative of the producer and the local BECTU steward or staff representative with the object of negotiating the following matters:
 - 3.1.1 Payments to theatre staff where the get-out is anticipated to last more than 12 hours.
 - 3.1.2 Periodic breaks for rest and refreshment.
 - 3.1.3 Shift patterns.
- 3.2 If such negotiations fail to reach agreement, then within a further 7 days the matters will be referred to further negotiations involving a senior management representative of the producer and a full-time Union official.
- 3.3 In the event that agreement is still not reached, then within a further 7 days the matter will be referred to the Government's Advisory, Conciliation and Arbitration Service for assistance as mutually agreed.

In the meantime, any work scheduled will take place pending a final resolution.

APPENDIX 4: CODE OF CONDUCT FOR GET-INS, FIT-UPS AND GET-OUTS AS AGREED IN MAY 2010

INTRODUCTION

This code of conduct has been agreed jointly by UK Theatre and BECTU and is intended to set minimum standards to ensure safety for all get-ins and get-outs. Additionally, where appropriate, it suggests best practice which should be adopted wherever practicable.

4 STAFFING

4.1.1 The touring and resident managers must provide sufficient competent, trained staff for the safe getting-in, fitting-up and getting-out of each production, plus appropriate tools for the job.

4.1.2 Touring Company – Loading/Unloading Supervisor

It is incumbent on the touring manager to appoint a competent person to supervise the unloading/loading of wagons.

Nothing must be loaded onto, or unloaded from, a wagon unless the competent supervisor appointed by the touring manager is present or has given specific instructions.

4.1.3 Working Hours/Breaks

It is recognised that the usual patterns of work dictate that long hours will often be worked by resident and touring company staff engaged in the getting-in, fitting-up and getting-out of productions. It is further recognised that in order to complete the work, breaks have tended to be eroded. However, the safety of staff must never be compromised and wherever practicable a break of 11 hours should be given in any 24 hour period, in accordance with the Working Time Regulations (WTR).

A break of 11 consecutive hours must be planned for everyone in any 24 hour period, and compensatory rest given to comply with the provisions of the UK Theatre/BECTU Agreement. This applies equally to resident and touring staff, and to anyone else involved, including drivers.

It is never acceptable for compensatory rest to be paid to full-time members of staff instead of giving an actual break.

It is essential that if it is necessary to work through breaks (other than the compulsory 11 hour rest period) safety is not compromised. Working hours should be limited to a maximum of 16 hours in any 24 hour period. It is acknowledged that, on very rare occasions, it may be necessary to exceed 16 working hours in practice to complete the task in hand, but it should never be planned that staff work more than 16 hours in any 24 hour period.

4.1.4 **Drugs And Alcohol**

UK Theatre and BECTU apply a zero tolerance approach to the misuse of alcohol and drugs.

No member of staff engaged in safety-critical areas is permitted to be under the influence of alcohol or drugs whilst at work. Similarly, the performance of staff taking prescription drugs must not be impaired. This includes ALL staff involved in the getting-in, fitting-up and getting-out and running productions engaged by both the resident and touring managers. For the avoidance of doubt, no alcohol should be consumed within eight hours of starting work, and none permitted until after the final shift is finished.

Any member of staff involved in the getting-in, fitting-up and getting-out of productions who is considered by either supervisor to be unfit for work will cease working, irrespective of their Manager.

A contact number for Senior Management must be clearly visible at Stage Door.

A sample drugs & alcohol policy can be found at Appendix 8.

4.1.5 **Personal Protective Equipment (PPE)**

It is inevitable that the requirement to wear PPE adopted by the resident manager will occasionally differ from that adopted by the touring manager. This potentially creates a tension between the two sets of staff. It is incumbent on the touring manager to ensure that all members of his/her staff comply with the standards adopted by the resident manager. The resident manager's rules will apply.

Personal Protective Equipment suitable for the task in hand will be worn by all staff. It is the responsibility of the resident manager to set the standard for the use of PPE in his/her venue, and the touring manager's staff to comply with that standard. At the very minimum, steel toed boots, hard hats and high visibility jackets will be worn by everyone involved in the getting-in and out of productions, where deemed appropriate by the resident manager.

4.1.6 **Training**

The standard and extent of training varies from venue to venue and touring company to touring company.

As a minimum, and as is reasonably practicable, all staff engaged by the touring and resident managers on a get-in, fit-up and/or get-out will have had an industry standard induction course which will include:

- manual handling (theatre specific)
- working at heights
- flying
- theatre terminology
- use of knots
- use of PPE
- drugs and alcohol policy
- H&S policy and guides to safe working
- risk assessments

- working hours and the Working Time Regulations
- working with electricity
- COSHH
- Noise Regulations
- BECTU/UK Theatre Agreement
- Tallescope use
- First aid and accident reporting, including the Theatre Safety Committee Incident Enquiry Form*

4.2 **LOADING/UNLOADING**

4.2.1 **Loading Plan**

Each wagon should have a loading plan/method statement which has been provided by a responsible representative of the touring manager. This information, accompanied by a risk assessment for the load, should ideally be sent to the resident manager prior to the production arriving at the venue.

The loading information and risk assessment will be available to, and understood by the relevant venue representative before any unloading or loading takes place.

4.2.2 **Access/Egress**

The resident & touring managers will jointly ensure that there is adequate access for vehicles, and that there is sufficient lighting for safe loading and unloading.

4.2.3 **Ramps/Tail Lifts**

The resident and touring managers will ensure that ramps and vehicle tail lifts are working and operated correctly. Ramps must be designed to ensure safe loading and unloading, preferably with non-slip flooring.

4.2.4 **Lifting Machinery**

The resident and touring managers will ensure that any lifting machinery is working and operated correctly, and that operators are properly trained, and where appropriate, have the necessary licences.

4.2.5 **Working Weights**

It is recognised that many items on tour will be of irregular shape and that the weight of an object may not immediately be apparent. It is imperative that anyone lifting that object knows the rough weight, how many people are needed to lift it, and where the optimum lifting points are. Production Companies must weigh and mark up scenery prior to it leaving the design workshops.

Each item which needs more than one person to lift it will be clearly marked either with the approximate weight, or the optimum number of people who are needed to lift it or, preferably, both. Where an object needs to be lifted in a certain way, or is likely to be dangerous, this will be clearly set out in the loading instructions.

4.2.6 **Packing Of Boxes, Skips And Flight Cases**

Production Companies are strongly urged to discontinue the use of Tri-Wall boxes (large cardboard skips) for the transportation of stage props/costumes/cloths etc. Wheeled flight cases should be used as a substitute, but safe working loads not exceeded.

Tri-Wall boxes that are used must be in good order, must have the weight clearly shown on the visible face (exterior) of the box (when loaded) and the maximum weight must not exceed 50kg. Rope handles must be in good working order.

Staff not directly involved in the loading/unloading who pack items for transit will be given suitable training to ensure that boxes, skips and flight cases are not over-filled, top heavy or unbalanced. Weight markings must be on the logical visible face as the case is accessed for unloading.

4.2.7 **Working At Height**

It may not be generally understood that working at height legislation applies when working near the front of the stage (where there is a potential to fall into or drop something into the auditorium or pit) and when inside a wagon, loading or unloading.

As a minimum during get-ins, fit-ups and get-outs, a highly visible marker, such as a yellow chain, will be hung across the stage front.

4.2.8 **Stacking Techniques**

Where there are several pieces of a similar shape and size, for example 8 x 4 flooring sheets, ideally they should be toured in purpose built wheeled racking.

As a minimum such sheets should be toed out and tied off every 10 sheets in the wagon. If it is not practicable to toe out, they should be tied off every 5 sheets.

4.3 **REPORTING**

4.3.1 **Dangerous Occurrences/Problems/ Incidents**

A system must be in place to ensure that a dangerous occurrence is not repeated in each venue on the tour. Each resident manager must not approach the get-in afresh without the benefit of knowing of previous problems/incidents.

4.3.2 An incident book will be toured with every touring production, (in the same way that each venue will have an accident book), to be easily accessible from the commencement of the engagement. Any dangerous occurrences, problems or incidents will be entered in this book and signed off by both the touring and venue representative. The resident and touring managers will ensure that these records are kept up to date and reviewed before the start of any get-in.* In the case of any serious occurrence, the venue representative will undertake to email or phone ahead to the next venue on the tour, so that the following venue can be prepared.

4.4 **GET-IN/GET-OUT HEALTH AND SAFETY CHECK SHEET**

The Get-in/Get-out Health and Safety Check Sheet (at the back of the Agreement) will be completed for each production in each venue. A copy will be retained by both the resident and the touring managers' representatives. This is to ensure compliance with this code of practice. In cases where there is significant non-compliance, a copy of the check sheet will be sent to the Resident and Touring Managers for their personal attention.

If the resident manager and touring manager disagree, they should each complete a Check sheet and send copies to the Resident and Touring Managers for their personal attention.

APPENDIX 5: INCIDENT ENQUIRY FORM

INCIDENTS (accidents and near-misses) IN THE THEATRE INDUSTRY

This form is to help us understand the type and number of accidents and near-misses in the theatre industry. It is absolutely not to attribute blame but to learn from what has happened in the past in order to try and avoid repeats in the future.

IT IS NOT A SUBSTITUTE FOR ANY STATUTORY OR CONTRACTUAL OBLIGATIONS nor for any inhouse reports but do please ALSO complete this form.

Please complete this form if you have seen and can comment upon or have been involved in an accident or near-miss. The information requested should be anonymous and will be treated in strictest confidence. Anonymised data may be released in the interests of safety in the theatre industry.

Please tick ALL relevant boxes in each section.

Leave blanks if you do not know what happened (or where it is not relevant to the incident.)

| | |
|---|---|
| <p>Was this an accident <input type="checkbox"/> or a near-miss <input type="checkbox"/></p> <p>When did the incident occur?</p> <p>During get-in <input type="checkbox"/></p> <p>During repertoire changeover <input type="checkbox"/></p> <p>During rehearsal <input type="checkbox"/></p> <p>During normal working hours <input type="checkbox"/></p> <p>What kind of theatre is it?</p> <p>London-based producing theatre <input type="checkbox"/></p> <p>West End theatre <input type="checkbox"/></p> <p>Regional producing theatre <input type="checkbox"/></p> <p>Receiving (touring) house <input type="checkbox"/></p> <p>Who were the people involved?</p> <p>Technicians – usual staff <input type="checkbox"/></p> <p>Technicians – casuals <input type="checkbox"/></p> <p>Stage management <input type="checkbox"/></p> <p>Contractors, inc self-employed <input type="checkbox"/></p> <p>Performers <input type="checkbox"/></p> <p>Artistic team: directors, designers etc <input type="checkbox"/></p> <p>Where did the incident occur?</p> <p>Stage area <input type="checkbox"/></p> <p>Gallery or Grid <input type="checkbox"/></p> <p>Lighting bridge <input type="checkbox"/></p> <p>Orchestra pit <input type="checkbox"/></p> <p>Backstage <input type="checkbox"/></p> <p>Wardrobe <input type="checkbox"/></p> <p>Workshop or paint frame <input type="checkbox"/></p> <p>Rehearsal room <input type="checkbox"/></p> <p>Were the people involved appropriately qualified/trained? yes/no/don't know <input type="checkbox"/></p> | <p>Approx. time of incident</p> <p>(24 hour clock)</p> <p>During overtime <input type="checkbox"/></p> <p>During performance <input type="checkbox"/></p> <p>During get-out <input type="checkbox"/></p> <p>Other (please describe)</p> <p>.....</p> <p>Amateur theatre <input type="checkbox"/></p> <p>Other venue (please describe)</p> <p>.....</p> <p>Management <input type="checkbox"/></p> <p>Other staff <input type="checkbox"/></p> <p>Amateurs <input type="checkbox"/></p> <p>Persons under 18 <input type="checkbox"/></p> <p>The public <input type="checkbox"/></p> <p>Auditorium and foh areas <input type="checkbox"/></p> <p>On/in vehicle <input type="checkbox"/></p> <p>On access equipment/ladders <input type="checkbox"/></p> <p>Walking on steps or stairs <input type="checkbox"/></p> <p>Other (please describe)</p> <p>.....</p> |
|---|---|

On the next page we would like you to provide some detail. We should like to know what was the **incident** (for example dropping a chisel, falling through a trap) as well as the **result** (for example knee grazed, broken ankle).

What type of incident?

- | | | | |
|------------------------------------|-----|--------------------------------------|-----|
| Fall from height | [] | Contact with electricity | [] |
| Fall through trap/hole | [] | Exposure/contact harmful substance, | [] |
| Slip, trip or fall on the level | [] | fumes, asphyxiation | [] |
| Slip, trip or fall on step/stairs | [] | Exposed to fire | [] |
| Slip, trip or fall on moving floor | [] | Exposed to explosion/pyrotechnics | [] |
| Collapse of floor | [] | Trapped by collapse | [] |
| Collapse of scenery | [] | Injured during stage action | [] |
| Struck by moving or falling object | [] | Injured by animal | [] |
| Colliding with object | [] | Other (please describe) | [] |
| Contact with moving machinery | [] | | |
| Contact with moving vehicle | [] | | |
| Handling excessive weight | [] | Have you seen/been involved in | |
| Handling items badly | [] | this type of incident before? Yes/No | [] |

If there was an accident did it result in?

- | | | | |
|-------------------------------------|-----|---|-----|
| Hospitalisation (overnight) | [] | Crushing | [] |
| First aid attendance by third party | [] | Bruising | [] |
| Off-work for more than 3 days | [] | Cuts | [] |
| Eye injury | [] | Strains/sprains | [] |
| Dislocation | [] | Grazes | [] |
| Fracture | [] | Other (please insert) | [] |
| Concussion | [] | | |
| Amputation | [] | | |
| Burns | [] | Part of body most injured (please insert) | |
| | | | |

Please describe what happened. Give as much detail as you think will help, for example the name of any equipment or substance involved, what was happening at the time, what occupations were involved. The value of the information depends upon the amount of detail included – for example, *tripped* helps, *tripped over shoe lace* more helpful, *tripped over shoe lace, lace not tied during a quick change* is even better and *tripped over shoe lace, lace not tied during a quick change, light failed* is best of all. Use extra pages if necessary.

What caused the accident? Only complete this if you know or think you know the cause(s). Do not attribute blame or give any names. Use extra pages if necessary.

The forms will be collated by the ABTT and passed without attribution to the Theatre Safety Committee for discussion and possible recommendations. The Theatre Safety Committee is a cross-industry body that monitors developments and disseminates information relating to health and safety in the theatre industry. Its members are Association of British Theatre Technicians (ABTT), Broadcasting Entertainment Cinematograph and Theatre Union (BECTU), Central Council for Amateur Theatre (CCAT), Equity, Independent Theatre Council (ITC), Institute of Entertainment and Arts Management (IEAM), Musicians' Union (MU), Society of London Theatre (SOLT), Stage Management Association (SMA) and UK Theatre Association (UK Theatre).The Committee can be contacted c/o The Head of Legal Affairs, SOLT/UK Theatre, 32 Rose Street, London WC2E 9ET. Telephone 020 7557 6700.

Thank you. Please return your completed form by email to: incidents@abtt.org.uk; by fax to: 020 7242 9303; by post to: Incidents, ABTT, 4th Floor, 55 Farringdon Road, London EC1M 3JB Additional copies may be obtained from ABTT or downloaded from www.abtt.org.uk/technicalresources/forms-and-revision-updates.htm

APPENDIX 6: APPRENTICESHIP CHECKLIST

This checklist has been produced as guidance of good practice to promote the development of people entering the theatrical industry in a technical role.

Checklist Rationale

There are three main areas to consider:

- The apprentice themselves, the terms & conditions, health and safety and access to good mentoring, advice and guidance.
- The design of the training and its methods of deliver, quality assurance and qualification options
- The work-based placements must be safe, beneficial and not undermine the conditions of existing workforce

6 THE CHECKLIST

6.1 The Apprentice Themselves

- An apprenticeship is a paid traineeship for anywhere between 18-24 months
- Pay must be at least the National Minimum Wage –where possible the rate should be related to existing pay structures
- Apprentices must receive a contract detailing terms and conditions
- There should be an overall mentor plus a local coach/mentor (during placements if a ‘freelance’ apprentice)
- Should be fully trained in health and safety
- Should not work unsupervised in any circumstances for the duration of their apprenticeship? Supervision may include independent autonomous work at times by the apprentice.

6.2 The Design Of The Training

- The scheme should be supported by Managers
- Unions should be active partners in design and scheme management
- Places should be widely publicised
- Recruitment should be open and consistent with the best diversity and equalities practice
- The apprenticeship should be between 18-24 months long and longer where appropriate
- There should be ‘off-the-job’ training at an accredited, funded institution for periods long enough to support learning (months not weeks)
- ‘On-the-job’ training should be fully supervised by a qualified person and assessed by a qualified assessor.
- There should be an industry-relevant qualification at the end of the course.
- Training should include general skills (business, accounts, inter-personal etc) to aid successful job search

6.3 The Work-Based Placements

- Where BECTU is recognised the union should be approached for agreement to participate in the scheme
- Whether recognised or not the apprentice should have the opportunity to speak to union representatives about membership and representation

- The apprentice is always and everywhere a supernumerary worker and must not replace any crew or staff member or carry out the established work of any person
- The local mentor and supervisor (if different people) will be trained for the role
- Where necessary (and agreed) workload should be re-assigned to allow for training, mentoring and supervision
- A risk assessment taking into account the provisions of Regulation 19 of the Management of Health and Safety Regulations 1999 should be undertaken
- The application of the Working Time Regulations (WTR) to young persons must be part of any agreement
- Advice on the protection of young persons (aged up to 18 or 21 with a statement of learning difficulties if applicable) must be made available and members of staff fully briefed on requirements
- Any report of the Criminal Records Bureau (CRB) about an Individual must be taken as relevant to the supervision of young people only and the information not used to discipline or otherwise be detrimental to an Individual who agrees to mentor or supervise an apprentice.

APPENDIX 7: TRAINING POLICY AS AGREED 24 JANUARY 2001

UK Theatre and BECTU recognise that training in all its forms is necessary if the Theatre Industry is to maintain and develop the skills base essential for its cultural and commercial success. UK Theatre Managers recognise their responsibility to facilitate training and skills recognition for theatre workers through the provision of adequate resources to support training and the attainment of recognised qualifications in the workplace. In turn BECTU members recognise their responsibility to undertake appropriate training and development opportunities.

The parties to this agreement agree to work together at national and local level to ensure that the Industry workforce is equipped with the necessary skills to work safely, efficiently and competently through, for example,

- The promotion of life-long learning.
- Research and analysis of training needs.
- The exploration of partnership funding opportunities.
- The introduction and development of Industry standards and qualifications.
- The development of local, regional and national theatre training consortia and partnerships.

* Incidents also need to be reported on the Theatres Safety Committee's form, downloadable from www.abtt.org.uk/technical-resources/downloads.htm and replicated here in Appendix 5.

APPENDIX 8: SAMPLE DRUGS AND ALCOHOL POLICY FOR GUIDANCE PURPOSES

Please note that this is not a zero tolerance policy.

8.1 Alcohol And Drugs Policy

[Theatre] recognise the need to ensure that all times the staff has a highly competent workforce capable of providing the best possible customer service. The [Theatre] wishes to create and support a healthy and safe working environment, not only through its obligations to comply with the Health and Safety at Work Act 1974, but also through a supportive and rehabilitative approach towards alcohol, drugs and substance abuse problems.

8.2 Alcohol/Drugs In The Workplace

Alcohol must not be consumed during working hours or during breaks (including meal breaks). Staff are expected to arrive for work in a fit condition to perform their duties and to remain so until the working day is completed. Therefore, staff are expected to abstain from drinking alcohol until their working day has ended.

Permission from your [Director/Head of Department or the Chief Executive] must be gained for Individuals to drink moderate levels of alcohol at evening hospitality events, press nights or one off celebratory occasions. Individuals present at such events should be aware that they are representing the [Theatre] and behave in a responsible and professional manner. The drinking of alcohol is permitted at parties when organised by the [Theatre].

Should an Individual be taking prescribed drugs or have a medical condition that may have similar symptoms to being under the influence of alcohol or a prohibited drug, their Line Manager should be informed immediately.

Any breach of the rules on alcohol consumption, and should an Individual bring the [Theatre] into disrepute due to alcohol consumption, could lead to disciplinary action being taken which may lead to instant dismissal.

Individuals must not use, possess, conceal or deal in, prohibited substances on [the Theatre] premises or arrive to work under the influence of such substances. Any breach will be reported to the police and will constitute Gross Misconduct.

8.3 Procedures

Suspicions of a member of staff being under the influence of alcohol or drugs during working hours should be reported immediately to the relevant manager on duty. Managers receiving such reports or suspecting an Individual to be under the influence of alcohol or drugs should:

8.3.1 Speak to the Individual privately and ask if they require a witness.

8.3.2 Inform the Individual of their concern that the Individual is under the influence of alcohol or drugs and the reasons for this belief.

8.3.3 Listen to any representation the Individual makes.

- 8.3.4 Make notes of the discussion. If the Manager considers the Individual to be under the influence of alcohol or drugs and unfit for duty, the Manager may suspend the Individual on full pay. In certain circumstances it may be appropriate to send the Individual home but not under suspension. The disciplinary procedure may then be implemented.

In determining whether an Individual is unfit for duty the Manager needs a reasonable belief that the Individual is under the influence of alcohol or drugs. Any witnesses should be asked to make a written statement as soon as possible following the incident.

8.4 **Intervention**

It is possible that a member of staff with an alcohol, drugs or substance abuse problem will come to the notice of a department through the observation of colleagues or through inadequate or deteriorating work performance. It is in the interest of the member of staff with such a problem to be offered help as soon as possible.

The first approach should normally be for colleagues to encourage the Individual to recognise his/her problem and seek advice, either through his/her GP, our free confidential counselling service or contact the [*HR Manager, Line Manager*] in confidence. If this fails, colleagues are encouraged to alert their Manager to the situation so that more formal support may be provided. The Manager will then, after consultation with the [HR Manager, Departmental Head] arrange to meet with the member of staff to discuss the matter. The discussion will be confined to aspects of work performance, attendance, behaviour and/or attitude. In these circumstances the first step will most likely be referral, advice, support and/or treatment. Should job performance continue not to meet the required standard the Individual may be subject to disciplinary action as detailed in our disciplinary procedures.

APPENDIX 9: RATES SHEET

| Minimum Weekly Rates | 1 Apr 2017 – 1 Apr 2018 £ per hour |
|----------------------|---------------------------------------|
| Grade 1 | £8.55 |
| Grade 2 | £7.79 |
| Grade 3 | £7.67 |
| Grade 4 | £7.50 |
| Grade 5 | Under 25 years of age – £7.05 |
| | Over 25 years of age – £7.50 |

| Other Payments | | £ |
|--|---|--------|
| Clause 2.3.5 | Meal Expenses | 4.83 |
| Clause 2.20.3.2 | Travel – per mile | |
| | – first 30 miles | 0.45 |
| | – subsequent miles | 0.31 |
| Clause 2.21.2 | Subsistence – per week ** | 140.00 |
| Clause 2.22 | Touring & Absence from Base | |
| | – over 4 hours | 6.63 |
| | – over 8 hours | 13.22 |
| | – over 12 hours | 19.83 |
| | – Overnight – per diem | 30.76 |
| Clauses 3.3.2.1 & 2 | – Long stay/tour (over 6 days) – per week | 183.50 |
| | Get-outs – | |
| | – First 2 hours | 82.44 |
| Clause 3.3.2.2 | – Per hour after that | 41.19 |
| | Get-out (Exceptions) | |
| Clause 3.3.2.2 | – First 4 hours | 146.59 |
| | – Per hour after that | 45.81 |
| Clause 3.3.4.2 | Ancillary payments | 7.75 |
| Clause 3.5 | Call Outs | 19.09 |
| ** Subsistence increases in line with the UK Theatre / Equity Commercial Theatre Agreement in April of each year | | |

GRADES

Outline

- Grade 1
 - Head of Department (where Department consists of two or more full-time employees)
 - Box Office Chief (where the numbers supervised amount to 150 hours per week or more)
- Grade 2
 - Deputy to Head of Department (as defined above)
 - Box Office Chief (if not Grade 1)
 - Head Flyman
 - First Wingman (where responsible for other staff)
- Grade 3
 - Supervisory role (if Grade 2 or Grade 4 does not apply)
- Grade 4
 - Technicians
 - Admin & Clerical Staff
 - Cleaners (having completed 26 weeks experience)
- Grade 5
 - Trainee (after 26 weeks experience or after acquiring the necessary qualifications, such a person would move up to Grade 4)

Notes

The rates of pay for Administrative Clerical and Catering Staff shall be subject to individual negotiations but the hourly rate of pay shall not be less than Grade 5 (Grade 4 after 26 weeks experience for Administrative and Clerical Staff).

The above weekly rates are minimum pay rates and it is not expected that they will often apply. UK Theatre acknowledges that, where approached by the Union, its member theatres will enter into negotiations with the Union on local rates of pay and conditions based on that member theatre's financial circumstances and working practices.

Get In/Get Out Health

The Check Sheet is for data collection and transfer of Health and Safety information for touring
The Check Sheet should be completed for each production in each venue. A copy s

| | | | | | |
|---|---|---|---|-----------------------|-----------|
| Theatre: | | Show: | | Resident Reps: | |
| Staffing | No. of Venue Staff Called | Get in | | Get Out | |
| | Sufficient Venue Staff Present? Y / N | | | | |
| Comments | | | | | |
| Pre Get In | Venue Staff (please circle) – | | Minimum rest break between last shift worked a If less than 11hrs – Number of Venue Staff affect | | |
| | Touring Staff (please circle) – | | Minimum rest break between last shift worked a If less than 11hrs – Number of Touring Staff affect | | |
| Hours Worked | | | Stage | | V |
| | Get In – Comments: | | | | LX |
| | Overnight rest/breaks – Get In/Fit Up Comments: | | | | |
| | Last show day duration (hrs) | | | | |
| | Get out duration (hrs) | | | | |
| | No. of breaks taken during Get Out (max 1/2hr per 3hrs worked) | | | | |
| Other Concerns (please tick) | | Did Lorry Drivers adhere to Safe Working Practices? Were Staff adequately experienced? Were alcohol/drugs concerns raised? Were they dealt with to mutual satisfaction? Was PPE legislation complied with? Certificates provided? (chain hoists, motors, steels, shackles etc.) Safety non-compliance? | | | |
| <i>(provide full details)</i> | | | | | |
| Loading Plan (please tick) | | Method Statement/Risk Assessment provided? Loading according to plan or specific instruction? Was loading/unloading officer conversant with plan or specific instruction? | | | |
| Vehicle load & general access (please tick) | | Was there safe access/egress? Was the vehicle load safe and secure? Were all items stacked safely? <u>Was the vehicle interior lit appropriately?</u> | | | |
| Lifting | | Were ramps and lifting machinery working and operated correctly? Did operators have correct licences? | | | |
| Packing (please tick) | | Were all items marked? Were all items marked to show number of people required to lift? Were all items properly packed? <u>Was the front of the stage marked by rope, chain or hard barrier?</u> | | | |
| Reporting (please tick) | | Was Touring Incident Book available prior to Get In? Were there any Accidents/Incidents/Near Misses? Were there sufficient crew called/touring staff present to complete get in/out safely, in t | | | |
| | | Attach copies of relevant TSC Accident & Near Miss reporting forms * Download | | | |
| Other Comments – Resident Managers' Representative | | | | | |
| Was the Code of Conduct adhered to? Yes / No | | | | | |
| Signed: | | Tel: | | | |
| email: | | Date: | | | |

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