

BECTU Agreement 2023
EDINBURGH INTERNATIONAL FESTIVAL SOCIETY
PRODUCTION DEPARTMENT
CONDITIONS OF EMPLOYMENT

An Agreement between Edinburgh International Festival Society and BECTU

1 Parties to the Agreement

- 1.1 This agreement is made on 01/06/2023, between the Edinburgh International Festival Society (hereinafter called “EIFS”) and the Broadcasting, Entertainment, Communications and Theatre Union (hereinafter called “BECTU” or “the Union”).
- 1.2 EIFS recognises the Union as the sole appropriate Trade Union for representation of the interests of, and the negotiations of wages and conditions for, all its temporary stage employees. EIFS undertakes to employ staff according to arrangements set out in this Agreement and in the current UK Theatre/BECTU agreement. Where this Agreement differs from the current UK Theatre /BECTU agreement this Agreement shall prevail. Any breakdown of the UK Theatre /BECTU agreement shall not affect this Agreement and the Disputes Procedure contained herein shall be followed at all times.

2 Duration and Amendment

- 2.1 This agreement shall commence on 1st June 2023 and shall continue in force until the expiration of three months from the date on which either party hereto gives the other written notice to revise the same (with written details of the proposed revisions) on or after 30th September 2023.
- 2.2 This agreement is operative during the periods of employment relating to the Edinburgh International Festival (“the Festival” or “EIF”), i.e. the preparation, running and dismantling of the Festival. It does not apply to employment in Edinburgh Theatres at any other time.

3 Employment of Staff

- 3.1 By 15th March of each year, nominees of the Edinburgh and District Branch and EIFS Management will meet to discuss the number and content of Category 1 jobs, which it is anticipated, will be required for the current Festival. By the 15th April the Union will supply the Head of Production of EIFS with a list of experienced members of the Edinburgh and district Branch for the Category 1 jobs anticipated, along with a general list of experienced members who are suitable and available for employment which meets the EIFS’s objective that local workers be used where possible and where appropriate. Persons selected from the list may be expected to attend an interview with the Head of Production. These interviews will be conducted at a mutually convenient time. The Head of Production shall have the freedom to select or reject according to his discretion. Failure of the Union to provide a person suitable to the Head of Production for employment shall entitle EIFS to engage and retain the services of a Union member from other branches or a non-union person deemed suitable for the post. In the latter circumstances EIFS undertakes to recommend such a person to apply for Union membership.

- 3.2 When final selection of applicants has taken place, EIFS undertakes to supply to the Union a list of Category 1 jobs required for the current Festival and the person selected to fill them, for information only, prior to the commencement of the Festival.

4 Commencement of Employment

- 4.1 The employee shall give EIFS details of their tax status at the commencement of their engagement to enable EIFS to deduct and make contributions in accordance with the law currently in force. EIFS will not make any payment until such time as these details are complete.

5 Termination of employment

- 5.1 The employee shall give not less than one week's notice to terminate his/her employment
- 5.2 The employee should take notice that the completion of the last performance in the Festival is their termination date unless requested to undertake further work by the Head of Production. At all earlier times EIFS undertakes to give one week's notice excepting those instances in which the employee is dismissed for gross misconduct-see disciplinary procedure.

6 Insurance of Personnel

- 6.1 All staff employed by EIFS are covered by Employers Liability Insurance.

7 Toolkits

- 7.1 All experienced staff are expected to provide their own basic toolkit appropriate to the duties they are carrying out. EIFS will arrange a suitable storage space in each location for these to be locked away during meal and rest breaks. At the main office and the workshop, EIFS keeps a stock of safety equipment for use at all venues. Employees are expected to use this equipment when guided to do so.
- 7.2 EIFS has obtained insurance cover for tools. The insurers have advised that they would be prepared to provide "All Risks" cover, anywhere in the United Kingdom, including "Transit", for tools which are the property of Edinburgh International Festival Society or held by them in trust for which they are responsible, up to a limit of £1,000, but that "Theft" cover would be restricted to forcible and/or violent entry and/or exit from any building in the United Kingdom, and that the present policy excess would apply. Please note that this is £250 each and every loss or damage other than fire, lightning, explosion, aircraft, riot, strike, civil commotion, malicious damage, or earthquake

8 Staff Representatives

- 8.1 The Union shall notify the Head of Production at the earliest convenience after 1st May of each year the name of the elected Staff Representative. EIFS undertakes to schedule regular hours of employment for this person. EIFS will facilitate collection of dues at source. The scheduling of Union business must give full consideration to the needs and requirements of visiting companies.
- 8.2 The many and widespread venues of the Festival will require some delegation of the Staff Representative's duties. The Union shall submit the names of Local Representatives to the Head of Production within 24 hours of the venue becoming operable. Under normal circumstances the Head of Production will expect to liaise with Local Representatives in venues where the Staff Representative is not personally employed.
- 8.3 EIFS shall recognise a Health & Safety representative elected by the Union members, in the manner indicated by the Health & Safety at Work Act 1974, and providing that this person is expected to undertake appropriate training. The name of this person should be notified in writing to the Head of Production. This person should be given reasonable time off and facilities as is necessary for him/her to perform their duties as a safety representative.

9 Hours of Work

- 9.1 When offering employment the Head of Production will indicate the likely duration of employment.
- 9.2 All Category 1 posts will be on a fixed weekly rate, which includes all get-outs, appearance fees and other payments normally made by EIFS. This fee, which may be negotiated with the Head of Production before the contract is issued, covers a maximum seventy-hour week with no more than 12 hours in any one day unless otherwise negotiated. Thereafter EIFS shall pay each additional hour at double time.
- 9.3 Unless otherwise negotiated with a specific individual, all other staff are paid on an hourly basis.
- 9.4 Due to the nature of the Festival, it is in the interests of the Production Department and its employees to keep scheduling and payment systems as simple as possible, thereby minimising the risk of confusion and delay.
- 9.5 EIFS undertakes to schedule each employee's work one week in advance and to produce a "call-sheet" for that person. However, employees should note that they are not guaranteed a full 39 hours per week. If an employee is called at all on any day, then there shall be at least one call of at least 4 hours duration. Whilst EIFS will endeavour to schedule other work within 4-hour blocks, this may not be possible and employees will be paid for each additional hour worked. The first call on any day shall be for at least 4 hours except that it may be for only 3 hours if it is scheduled in advance and starts not more than 11 hours after the completion of any call in the same venue on the previous day.

- 9.6 A show call is taken to commence at the start of the “half” and continue until the curtains are down at the end of the performance and the scenery particular to the last scene is cleared from the stage.
- 9.7 A show call will be paid as a minimum four hour call. However, in certain circumstances the call may need to commence before the half or the performance may last more than four hours. EIFS will endeavour to give advance warning of those extra hours and will pay for the extra hours worked to the nearest whole hour, with a minimum of one hour.
- 9.8 Where a late night show is programmed, a second four-hour show call will be paid but with one hour’s setting call between the two shows.
- 9.9 It is the time at which work has been completed and the staff have left the theatre that is taken into account for calculating the eleven hour rest break.
- 9.10 Should EIFS require work on the last call of the day to continue beyond midnight, then for up to two hours of such an extension, payment shall be made for each additional hour (or part of an hour) at double time as provided in clause 12.4. Should work continue for more than two hours, the whole of the time additional to the original call shall be regarded as a four-hour call paid at double time.
- 9.11 An unscheduled call that is not an extension of another call shall be paid as a four-hour call.

10 Rest Breaks

Overnight Rest

- 10.1 An employee shall be entitled to a break of 11 consecutive hours between the finish of one day’s work and the start of the next day’s work. If such a break cannot be given for operational reasons, compensatory rest equivalent to the period not taken shall be given to the employee during basic scheduled hours.
- 10.2 Due to the nature of the Festival it is understood that often it may not be possible to schedule this compensatory rest. Where this compensatory rest cannot be scheduled during the Festival it shall be given by extending the period of employment by the equivalent of the period of rest that is owed. In practice, where this occurs it shall be dealt with as follows: the employee must record the hours breached on the timesheet for the week in which the breach occurs and shall receive payment at *single time* for these in that week’s wages.
- 10.3 Payment for an infringed overnight break of less than eleven hours shall be at *single time* extra per 30 minutes breached but this shall not include any period for which a Get-Out payment is in effect.

Weekly Rest

- 10.4 An employee shall be entitled to a break of 24 consecutive hours (which may include the 11 hour daily rest break) in each 7-day period. The EIF working week runs from Sunday to Saturday. If such a break cannot be given for operational reasons, compensatory rest equivalent to the hours of rest not taken will be given during basic scheduled hours.
- 10.5 Where this compensatory rest cannot be scheduled during the Festival, it shall be given by extending the period of employment by the equivalent of the period of rest that is owed. In practice, where this occurs it shall be dealt with as follows: the employee must record the fact of the breach of the 24-hour break on the timesheet for the week in which the breach occurs and shall receive payment in that week's wages at *single time* for as many hours as were actually worked on the day when a 24-hour break was due but not given.

Breaks Between Calls

- 10.6 When a break between calls is less than one hour the employee shall be entitled to a bonus payment of one hour payable at double time. This bonus does not apply when the break is forgone voluntarily, (for example, for the convenience of finishing work earlier, as is often the case on get-outs and one-nighters). This bonus does not apply if the duration of a show set up and the performance itself continues for longer than four hours without the opportunity of a one hour break.

11 Paid Leave

- 11.1 All employees shall be entitled to paid leave.

Holiday Entitlement shall accrue from the commencement of employment pro rata to the rate of 5.6 weeks per annum. It is not normally possible to schedule holidays during the Festival. In lieu of holidays, Holiday Pay shall be paid, at the end of the Festival, as a single payment for any accrued but untaken annual leave calculated based on an average of the employee's earnings during the period of their employment during this Festival.

12 The Working Week

- 12.1 The working week is from Sunday to Saturday. Wages shall be paid into the employee's bank/ building society account the following Friday for hours worked up to midnight Saturday the previous week. A record of employee's hours will be kept by the Venue Stage Manager or Head of Department. These should be handed in no later than 12 Noon on Sunday of each week. These timesheets are then authorised by the Head of Production for payment. EIFS does not accept responsibility for late payments arising out of delays in handing in timesheets or tax and National Insurance information.

HOURS OF WORK PAYABLE AT SINGLE TIME

- 12.2 A maximum of 39 hours between 9am and 11pm, Monday to Friday. On any day on which an employee is called, at least one call for duty shall be payable for not less than four hours.

HOURS OF WORK PAYABLE AT TIME AND A HALF

- 12.3 Time and a half rate shall be payable for hours worked:

- in excess of 39 single time hours work per week
- for a third call in any one day
- for any call on a Saturday

HOURS OF WORK PAYABLE AT DOUBLE TIME

- 12.4 Double time rate shall be payable for hours worked:

- between 8am and 9am*
- between 11pm and 12midnight
- between midnight and 8am in multiples of one hour.
- for any call on a Sunday
- on Public Holidays

*At the commencement of a company's get-in, the call will often commence at 8am and continue for five hours before a meal break. The first hour's work will be paid at double time (as provided above) and subsequent hours at single time (unless this occurs on a Saturday or a Sunday when the hourly rates are enhanced as provided above).

- 12.5 The statutory Public Holidays in 2023 are:

Monday 7th August 2023

OVERTIME

- 12.6 It is assumed that any employee of the Production Department within the period of the Festival will be prepared to work overtime unless they specify otherwise at the beginning of their employment.
- 12.7 It is understood by both parties that EIFS shall not take advantage of this clause to schedule an excessive number of hours. Similarly, it is understood that all Festival staff will share overtime hours between themselves for their mutual rather than exclusive benefit.
- 12.9 The Production Department will always try to schedule single time and overtime 48 hours or more in advance of the call itself. Overtime without such notice is not compulsory. Single and overtime calls cancelled with less than 48 hours notice shall be payable in full.

13 Rates of Pay

- 13.1 For a complete wages schedule refer to the last page of this document.

14 Dispute Procedure

- 14.1 For promoting the best interests of the Living Theatre and for the settlement of disputes between the employers and employees it is anticipated that where possible all disputes will be discussed and settled by the management and employees at the venue. Failing settlement the follow procedure shall be adopted:-
- 14.2 **STAGE ONE:** Should any dispute fail to be settled at venue or local level the question or difference shall be first considered by the authorised representatives of EIFS and Union. This meeting should take place as soon as possible but within 24 hours of the matter being raised.
- 14.3 **STAGE TWO:** In the event of the parties being unable to arrive at a settlement the question of the difference shall be referred to a Conciliation Board for consideration. The Conciliation Board will consist of an Independent Chairman chosen and accepted by both parties, EIFS's Programme Director and Head of Production and the Branch Official and Staff Representative of the Union. The Board will meet within 48 hours of failure to agree at Stage One. The Independent Chairman will endeavour to achieve a decision by the Board by majority if possible. In the event of being unable to achieve a majority the Independent Chairman will decide the issue in question.
- 14.4 Any decision arrived at by the Conciliation Board either by consensus, majority, or Chairman's decision will be binding on all parties to this agreement.
- 14.5 Having regard to the procedure for settlement of disputes, no strike or lockout either individual or collective shall take place until the question at issue has been dealt with in the manner provided and then only if either party should refuse to honour the finding of the Board or Arbitrator as the case may be. No decision to strike shall take place without a majority decision in favour decided at a ballot arranged in accordance with BECTU rules and regulations. EIFS shall be informed in writing of the results of such a ballot before any action takes place.
- 14.6 No member of the Union shall be prejudiced or victimised by EIFS in any way, by reason of the fact that the Union is bringing or has brought forward representation on his/her behalf.

15 Disciplinary Procedure

- 15.1 All staff covered by this agreement are deemed Temporary Staff, and as such, the Disciplinary Procedure set forth in the TMA /BECTU agreement does not apply.

- 15.2 In the event of the EIFS's decision to bring formal disciplinary action against any Union member, the following procedure shall apply. A Union representative will be available at all stages.
- 15.3 **MINOR ISSUES:** An authorised representative of EIFS may verbally caution an employee in the presence of the Staff or Local Representative. Written confirmation of the caution shall be sent to the employee and the staff representative.
- 15.4 **REPETITION OR SERIOUS ISSUES:** Programme Director or Head of Production of EIFS may issue a formal written warning to the employee concerned, and a copy sent to the Union Branch Secretary, setting forth the date, place and nature of the offence and the likely consequences of any future offences. An employee may appeal against such a caution to the Programme Director no later than 48 hours after the notice has been served.
- 15.5 **PERSISTENT REPETITION OR GROSS MISCONDUCT:** A Senior Representative of EIFS may issue contractual notice without pay forthwith. Written confirmation will be sent to the employee and the Union Branch Secretary.

16 Mutual Protection

PLEASE PAY PARTICULAR ATTENTION TO THESE CLAUSES

- 16.1 All members of the Union shall render their best service to the Festival. No union member or members shall withdraw their labour without proper notice or consent of EIFS, before an opportunity has been afforded to settle the dispute through the disputes procedure.
- 16.2 No lockouts or equivalent action should be taken by the Management before the matter in dispute has been taken and referred through the disputes procedure.
- 16.3 Both parties to this agreement recognise that it is to their mutual benefit and that therefore a responsibility rests upon them to make possible the rapid resolution of disputes and problems.

17 Special Provisions, Get-Outs

- 17.1 *Definition:* A "GET OUT" shall mean and include, where required by EIF, the dismantling and removal by the Theatre's Stage and Electrical staff (and Wardrobe staff if required) from the theatre and the loading (not necessarily on the same day) on to vehicles after any of the visiting company's performance of its scenery, properties, costumes, effects and electrical equipment at any time and on any day. Where a visiting company's possessions consist solely of hand-held luggage carried out by themselves or their nominees, then a get-out will not be paid.
- 17.2 Those employees operating a "GET IN" (as distinct from a "fit-up") shall also be offered employment (or replaced, if required) for the "GET OUT" thereof.

- 17.3 The de-rigging and loading of house and/or EIFS hired sound and lighting equipment or that of other scenic items hired to or owned by EIFS does not constitute a "get out". The de-rigging and loading of house and/or EIFS sound and lighting equipment or that of other scenic items hired to or owned by EIFS is covered by within the applicable get-out payment. Depending on quantity and nature of equipment there may be an additional payment at EIFS discretion. See clause 17.7.
- 17.4 STAGE STAFF including stage manager, flymen, stage technicians, props persons etc: Minimum of £186 per vehicle plus £62 per hour beyond 3 hours, payable in truck blocks,
Block 1 – 1 - 3 trucks in 3 hours = £186
Block 2 - 4 – 6 trucks = £372 plus £62.00 per hour any hours over the initial 3
Block 3 - 7 – 9 trucks = £558 plus £62.00 per hour any hours over the initial 3
- a) 1 truck loaded in 1.5 hours would be paid as block 1 = £186
 - b) 1 truck loaded in 4 hours would be paid as block 1 , £186 plus 1 additional hour, £62, giving a total of = £248.
 - c) 4 trucks loaded in 2.5 hours would be paid as block 2 = £372
 - d) 4 trucks loaded in 7 hours would be paid as block 2, £372 plus 4 additional hours, £248, giving a total of = £620.

In the rare instance where a Get Out happens over a number of days, after the initial night then each subsequent day would be paid at Double the applicable hourly rate for normal work plus the applicable Get out Block rate.

e.g. 1 truck loaded on a Saturday day time or which continues into the third call of a week day would be paid at 2 x 1.5T for every hour worked plus the applicable Get Out Block rate.

If any stage crew have to remain to assist the electrics department after the stage get out is complete, they will go on to the standard applicable hourly rate (see section 12.4 for applicable hourly rates)

- 17.5 WARDROBE STAFF (including wardrobe maintenance, dressers, make-up and wigs persons) involved in the packing and transfer of wardrobe materials belonging to a visiting company after their final performance:
£62.00 per hour for a minimum of 3 hours.
- 17.6 ELECTRICAL STAFF (including lighting, sound and AV technicians).
£62.00 per hour for a minimum of three hours, hours thereafter paid at £62.00 per hour. The hourly rate will cease when all the visiting companies equipment is packed and placed at the get out door ready for loading by stage crew. Any LX get-out/changeover anticipated to be more than the minimum 3-hour call must be discussed and agreed prior to work commencing. The re-rigging and focusing of lights for changes in repertoire during a stage get-out will be paid as an electrics get-out, payment applicable for a minimum of one hour and a maximum of four hours unless negotiated in advance. However, if this work is completed at any other time, then normal hourly rates will be paid.
- 17.7 At the discretion of the Head of Production of EIFS, there may be a further negotiable bonus in the rare event of extreme circumstances. However this should not be taken to mean that negotiations will be required each and every time a "get out" is taking pace. Such payment is exceptional. One-truck get-outs lasting over four hours may attract an additional payment at EIFS's discretion.

- 17.8 If any "get out" involves the preparation or checking over of a Customs and Excise Document, which slows the normal rate of work then a negotiated bonus may be paid. This payment is not mandatory every time a Customs Officer is present at a "get out". It will only come into effect if the Officer requires extra work to be completed.

18 Appearance Money

- 18.1 If the staff are required to appear before an audience as part of their normal duties, then no extra payment will be made. The wearing of "blacks" is not considered as an appearance in costume and will not warrant extra payment. EIFS will provide these "blacks" should they be needed. If staff are required to work in costume or make-up EIFS will pay a minimum of £7.66 and no more than £11.41 per performance.

19 Television/Video/Film/Websites

- 19.1 The Head of Production will advise as to the nature of the recording to be made, subject to that information being made available to him/her by the Production Company. Production employees should be aware that there are authorised Festival photographers who have clearance to take pictures at all times for the Festival archives.
- 19.2 All recordings for television or radio have to be cleared by EIFS to ensure the appropriate payments are made. All staff should be aware that companies may try to get material at the Festival without this permission. Unless the recording crew are accompanied by a member of the EIF Press Office or you have been informed by EIFS Head of Production that the crew have permission to record, then assume they do not have permission and you should contact the Head of Production.
- 19.3 If it is for rehearsal, promotional, advertising or archive purposes related to a Festival production, or if it is for a news, current affairs or arts magazine programme slot of under two minutes broadcasting time, then no extra payment is payable, as long as no undue extra work is required. If extra work is required then a minimum payment of £34.37 will be payable to those whose normal work patterns have increased substantially.
- 19.4 If it is a recording of, or related to, a Festival production, for any purpose other than those indicated above, such staff as are requiring to be actively engaged in the recording process shall be paid one show call at double time in addition to all other payments due under this agreement for the hours worked. There shall be no additional payments in respect of time during which cameras and other recording equipment may be present during rehearsals and production calls. The payment of one show call at double time may cover recording at more than one performance of a production.
- 19.5 Any enquiries concerning the use of recording equipment within a venue hired for the Festival by EIFS, shall, in the first instance, be directed to the Head of Production of EIFS. (See appendix 1, explanatory note).

Appendix 1 – Explanatory Note

There are five types of TV/Filming situations.

1. Press Photocall - organised by the EIFS Press Office: contact press office

Filming is allowed for news items only, that help publicise the particular EIF production.

They are allowed to the photocall only if:

- (a) The item is not used for anything other than broadcast on a News, Current Affairs or Arts Magazine Programme, within one month of recording
- (b) The item is broadcast for under 2 minutes duration.
- (c) The recorded footage lasts for no longer than 30 minutes. The film crew will, however, be allowed into the theatre before the start of the photocall to set up their equipment.
- (d) No additional work is required by the EIF technical crew over and above that undertaken for a general photocall/rehearsal situation.

2. Websites

For example: requests from Press Association, edfesttv.tv, showcasefringetv.com etc to cover the Festival in daily bulletins.

They will be news/current affairs/arts magazine programmes.

Featured shows will be on screen for less than 2 minutes.

Footage will be taken at scheduled rehearsals and no filming will exceed 30 minutes or be require additional work by the technical crew.

In these circumstances no facility fee is payable to EIFS, or extra payments made under the BECTU agreement to staff.

In exceptional circumstances, a payment of £37.00 per head may be payable to EIF technical crew if their normal work pattern is increased significantly. This would be if the TV company requested something other than general rehearsal working. If more than one TV company is present and recording during the same session, then a payment shall be made in respect of each such company.

3. Special TV Call for Broadcast of Two Minutes or Longer

Calls may involve filming part of a rehearsal or a special performance extract. Artists may be paid. Any technical crew called will be paid double time for each hour or part thereof during which recording takes place, in addition to their normal hourly rate in force. If it is a special call (not a scheduled production rehearsal), the minimum call for crew is for four hours and the minimum additional payment shall be four hours at double time. If more than one TV company is present and recording during the same session, then a payment shall be made in respect of each such company whose activity falls outwith the provisions (a) to (d) of Note 1 above.

4. Live Visual Performance Recording for Live or Deferred Transmission

See Clause 19.4 of this agreement. Strict controls apply. Contact Head of Production, EIFS. In conclusion

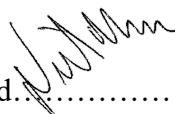
Any problems arising from the operation of these conditions and all general or financial enquiries pertaining to the normal business of the Festival must be addressed in the first instance to the Head of Production and if necessary to the Staff Representative.

Employees should under no circumstances attempt to speak or contact directly the Finance Department or its consultants.

Many thanks, in anticipation, for all the hard work, mutual understanding and co-operation which goes to make the Edinburgh International Festival such a truly outstanding international event.

5. Webcasting

These are to be arranged and agreed in advance and as such will attract no additional payment for technical staff. This is on the basis that no additional work is required and that the filmed work is not being used or sold in a commercial capacity.

Signed...  Date 07/06/23
On behalf of Edinburgh International Festival Society

Signed...  Date... 7 June 2023...
On behalf of Broadcasting Entertainment Communications and Theatre Union

Pay Rates

Cat 1

Chief Stage Technician, Chief Electrician, Master Carpenter, Wardrobe, Wigs and Make-up Supervisors, Properties Master, Head Scenic Carpenter. £12.27/hr

Cat 2

Deputy Electrician, Carpenter, Scenic Artist, Metalworker, Head Flyman, Cutter, Sound/LX Board Operator. £11.10/hr

Cat 3

Electrician, Stage Technician, Flyman, Driver, Wardrobe Assistant, Make-up/Wigs person, Dresser £10.90/hr

Get Outs (see section 17 of the Agreement for exceptions and explanations)

Stage Crew	£186.00 per vehicle
LX/Sound	£62.00 per hour minimum of 3 hour call
Wardrobe	£62.00 per hour minimum of 3 hour call

Signed...  Date 07/06/23
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