

**Agreement between the
Broadcasting Entertainment Communications and Theatre Union
(BECTU)
and
National Theatre of Scotland
For Freelance & Casual workers**

1 April 2023

Updated March 2024

1 AGREEMENT

1.1 PARTIES TO THE AGREEMENT

This AGREEMENT is made on 1 April 2023, between the Broadcasting Entertainment Communications and Theatre Union (“the Union”) and The National Theatre of Scotland (NTS).

1.2 DURATION AND AMENDMENT

This Agreement shall commence on 1 April 2023 and continues in force until terminated on or after the expiry of one year, by either party giving to the other not less than four months prior written notice accompanied by detailed proposals to its revision.

1.3 AGREEMENT

The parties hereto accept that the terms and conditions set out within this agreement are legally binding and are specifically deemed to be incorporated into the contracts of each employee.

1.4 SCOPE OF THE AGREEMENT

This Agreement sets out the minimum terms and conditions for the employment of all staff and workers other than those covered by Equity or the Musicians Union.

1.5 MINIMUM RATES OF PAY AND PENSION CONTRIBUTIONS

The Minimum rate of pay for any person working for the NTS will be the Real Living Wage as set by the Living Wage Foundation (currently £12ph for 2024). This rate will be increased on 1 April each year from 2023 onwards as updated by the Living Wage Foundation. Full details of the Pay and Grading scheme are set out in Appendix 1 of this agreement.

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

1.6 RECOGNISED TRADE UNION

NTS recognises BECTU as the sole Trade Union for the purpose of representing the interests of, and negotiating wages and working conditions for, all workers (other than Musicians, performers or stage managers employed by NTS in accordance with Clause 1.4 above).

1.7 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.

1.8 UNION MEETINGS

Upon the request of the Union for a meeting of BECTU members who are working at NTS, or a portion thereof, the Manager will give facilities for the holding of such a meeting at a time mutually convenient (such time being outside performance or rehearsal times).

1.8.1 NTS shall provide the Union representative with names of new staff on request and use their best endeavours to provide the Union representative with access to a telephone and computer equipment for trade union activities.

1.9 CONCILIATION PROCEDURE

Should any dispute arise with regard to the observance, meaning or interpretation of this Agreement, 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, and in the event of the parties being unable to arrive at a settlement, the question or difference on mutual agreement shall refer to either to ACAS for conciliation, or to arbitration arranged by ACAS.

1.9.1 No member of the Union shall be prejudiced or victimised by their Manager in any way by reason of the fact that the Union has brought forward representation on their behalf.

1.10 MUTUAL PROTECTION

The Union members shall not individually cease work without proper notice or consent of the Manager, or act collectively to cease work before an opportunity has been afforded to the Manager and the representatives of the Union to adjust any matter in dispute arising at any time, or failing such efforts at adjustment before the other methods set out in this Agreement have been utilised and failed to secure a settlement of any matter in dispute at any time.

1.11 DEFINITIONS

1.11.1 Contracted Production Staff

Contracted Production Staff shall be defined as employees who are contracted on a full time contract to work for at least one week on a specific production.

1.11.2 Casual Staff

Casual staff shall be defined as employees who are employed on an ad hoc basis, who are either contracted for a specific short term job with a duration of less than one week, or are contracted for an average number of hours per week over a defined period of at least one month. The contract will set out whether the individual is paid for an average number of hours per week or is paid for actual hours worked each week.

The minimum call on any day worked is four hours.

1.13 HEALTH AND SAFETY

It is the responsibility of the Manager to draw up and publish a written Health and Safety Policy and to make risk assessments which are appropriate to the workplace. The Manager 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. Where appropriate, the Manager will provide all employees with training and, where necessary, suitable personal protective clothing and equipment. The employees shall comply with all training and instructions provided by NTS and shall co-operate with the Manager so as to enable them to comply with their statutory duties to health and safety.

1.14 EQUAL OPPORTUNITIES

At National Theatre of Scotland, we aim to provide an anti-oppressive environment for people from all backgrounds and do not discriminate based on race, nationality, ethnic background, citizen status, hair texture, hairstyle, sex, sexual orientation, gender(s), gender expression, age, religion, language, deaf, disability, neurodiversity, chronic conditions, mental health, socio-economic status, skin tone, educational background, pregnancy or maternity/paternity, marriage or civil partnership, class, immigration status, nor cultural markings and/or tattoos due to religious rituals from pre-colonial cultural practices. As language, terms, and expressions inevitably evolve the National Theatre of Scotland is committed to reviewing this statement of language in collaboration with our respective communities.

1.15 HARASSMENT, BULLYING AND VICTIMISATION

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. Any complaint will be taken seriously and investigated impartially by the Manager. If a complaint is upheld, the appropriate disciplinary action will be taken. [link to harassment and bullying policy]

2. CONDITIONS OF SERVICE

Applicable to all freelance employees

1. DISCIPLINARY PROCEDURES

See NTS Technicians handbook

2. GRIEVANCE AND DISPUTES PROCEDURE

See NTS Technicians handbook

3. WORKING HOURS

- 3.1** For the purposes of calculating 'working time' in the context of the Working Time Regulations 1998, an employee must be working, at the Manager's disposal and carrying out their activity or duties. Travel time during which an employee is carrying out their activities or duties shall count as working time as will any period during which the employee is receiving relevant training.
- 3.2** The working week shall be 6 days out of 7 and will cover a maximum of 40 hours between 8am and midnight.
- 3.3** In a nominated production week, the basic wage shall cover a maximum of 44 hours. Only one week can be nominated as a production week during each project.
- 3.4** NTS may request additional hours subject to overtime payment.
- 3.5** Where a Technician attends a call before the start or after the end of the engagement they shall be paid a standard daily rate for each full day of attendance, plus agreed travelling expenses. Where the call is for four hours or fewer (including travel time), the Technician will be paid a half day rate, plus agreed travel expenses.
- 3.6** The "half hour" call prior to a performance and fifteen minutes after curtain down shall be included in the working time allocated to any performance. Where the Technician is required to remain longer than the above fifteen minutes the hours worked shall be calculated up to the actual time of finishing work.
- 3.7** The minimum call for work (apart from performances) shall be four hours and shall count (except in the case of rest day work) as such in the calculation of the weekly total hours, even if the period of work is actually less than four hours per day.
- 3.8** The length of the standard working day will be 8 hours, except during nominated production weeks and get in/fit up/get out days, when 11 hours may be worked before overtime is due.
- 3.9** Statutory breaks shall only be breached by agreement between the Manager or their authorised representative and the employee, the Manager being responsible for keeping records. Employees will be required to submit time sheets or other evidence of hours worked.
- 3.10** Production staff shall be entitled to a break of 11 consecutive hours in every 24 hours. If such break cannot be given for operational reasons, compensatory rest, equivalent to the period of rest not taken, shall be given to the employee within two weeks
- 3.11** Production staff 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 clause 3.9 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 employee within two months.
- 3.12** Casual staff who have breached statutory breaks and have worked at least 30 hours for the Manager during a week (i.e. a period from Sunday to Saturday inclusive) shall be given compensatory rest by extending the period of their employment by the equivalent of the period of rest that is owed. In all other cases compensatory rest will be deemed to be satisfied by a payment, equivalent to 1.5t for the period of rest that is owed.
- 3.13** In all cases, overtime payments are made in addition to compensatory rest.

4. MEAL BREAKS

- 4.1** Working sessions will normally be four hours. This may be extended to five by unanimous agreement, if it is the only call of the day, or during production week. The Technician shall be entitled to a fifteen minute break, to be included in working time, in any continuous period up to four hours work (excluding travel).
- 4.2** A one-hour meal break will be given after any period of maximum four hours work (excluding travel). Meal breaks shall be taken between sessions as near to normal meal times as possible.

5 NOTICE/ CANCELLATION OF CALLS

- 5.1** Details of all basic contracted hours/ rostered calls for Production staff shall be made available to all members of staff at least 2 weeks in advance of the week to be worked. Once the rota is issued basic contracted hours may not be changed without the consent of the individual concerned. Management shall use their best endeavours to give one week's notice of any overtime/additional hours wherever possible. If any such overtime call is cancelled, then the Manager will give at least 48 hours notice of the cancellation otherwise the hours scheduled will be counted towards time worked.
- 5.2** Except in an emergency, details of calls for casual staff shall be made available at least a week in advance of the hours to be worked. The Manager will give at least 24 hours notice of the cancellation of any calls, otherwise hours scheduled will be counted towards time worked.

6 OVERTIME

- 6.1** Overtime shall be paid in units of fifteen minutes at time-and-a-half for any work in excess of 40 hours per week (44 in the nominated production week), for hours worked in excess of the maximum working day or for missed or shortened breaks.
- 6.2** Overtime shall be paid in units of fifteen minutes at double time for any work before 8am or after midnight or for any breach of the overnight break and for any work done on a rest day.
- 6.3** Where overtime is paid on a daily basis, or for breach of breaks, early/late working, or for rest day work other than for performances, such time shall not be included in the calculation of the total weekly hours.

7 EXTRA RESPONSIBILITIES

- 7.1** When an employee undertakes the responsibilities of another employee of higher grade for a period of more than one week, they shall, at the Manager's discretion, be paid at the higher rate retrospectively from commencing such responsibilities.
- 7.2** A higher paid employee undertaking the responsibilities of a lower paid employee shall not have their pay reduced in any way.

8 HOLIDAYS

- 8.1** In addition to public holidays, holiday entitlement shall accrue at the rate of 7/13th of a day for each full week worked from the first week of the engagement. Such payment to be based on the Technician's average weekly salary.
- 8.2** NTS shall give the technician four weeks' notice of any holiday to be taken during the engagement or shall notify them at the commencement of the engagement whichever is the later
- 8.3** Any holiday actually taken shall be granted in accordance with the entitlement earned.
- 8.4** Any holiday actually taken shall be in periods of no less than six working days unless a shorter period has been mutually agreed between the parties following a request from the Technician
- 8.5** NTS shall be responsible for the Technician's travel costs from place of work to home address (and back) at the beginning and end of any holiday period, subject to the company's expense procedures.
- 8.6** Any unused holiday at the end of the engagement shall be compensated for by payment in lieu calculated as set out in 8.1 above.
- 8.7** Holiday pay shall be paid on the usual payday immediately preceding commencement of the holiday.

9 ABSENCE

- 9.1 A Technician who is suffering from illness or injury and is unable to attend work shall notify NTS at the earliest opportunity. If the absence continues for more than seven days, a doctor's certificate must be provided with further certificates at seven-day intervals (if relevant). NTS may require the Technician to attend a medical examination by a registered medical practitioner nominated and paid for by NTS.
- 9.2 If NTS requests the Technician (and the Technician agrees) to undertake medical or dental treatment the Manager shall pay the cost of such treatment.
- 9.3 A Technician who is absent as above and has followed the procedure set out above shall be paid full salary for each day of absence for a maximum of six weeks. At the end of this maximum period, NTS may continue discretionary payments at the Technician's contractual salary or terminate the engagement with written notice. All payments made by NTS to a Technician who is absent through illness or injury shall be deemed to discharge NTS's obligation to pay SSP.
- 9.4 After investigation, any unauthorised absence deemed to be avoidable shall entitle the Manager to deduct one-fortieth of the Technician's salary per hour or part thereof missed. For an unauthorised absence from a performance one-eighth salary may be deducted. Any such absence may give rise to disciplinary proceedings.

10 COMMENCEMENT OF EMPLOYMENT

- 10.1 NTS cannot employ any person who is subject to immigration control, unless:
- a. That person has current and valid permission to be in the UK and that permission does not prevent them from taking the job in question; or
 - b. The person falls into a category where such employment is otherwise allowed.

Before a person starts working for the company one of the following combinations of documents must be seen:

Either

A passport describing the holder as a British citizen or as having the right of abode in the UK;

Or

1. A birth certificate issued in the UK or Republic of Ireland, **and**
2. A document issued by a previous employer, the Inland Revenue, the Benefits Agency, the Contributions Agency or the Employment Service e.g. P45, P60, National Insurance card or a letter issued by one of the Government bodies concerned.

Some workers from within the European Economic Area (EEA) are required to register with the Border Agency under the Worker Registration Scheme. Individuals in this situation must provide proof of having registered under the scheme within a month of commencing employment with NTS. If this proof is not made available then employment will be ceased.

- 10.2 The employee shall give the employer their National Insurance Number at the commencement of their engagement to enable the employer to deduct and make contributions in accordance with the law for the time being in force.

11 TERMINATION OF EMPLOYMENT

- 11.1 The employee shall give notice to terminate their employment as set out in the contract of employment.

12 PAYMENT OF WAGES

- 12.1 NTS undertakes to pay the Technician's salary and any relevant allowances by bank transfer to reach the Technician's bank account by no later than noon on the Friday of each week of the engagement. NTS shall provide a pay-slip with clearly identifiable details of wages and deductions.

- 12.2 Travel expenses shall be agreed in advance and will be reimbursed on the production of valid receipts
- 12.3 Overtime will be paid a week in arrears.

13 FARES, EXPENSES, SUBSISTENCE, TOURING AND TRAVEL

- 13.1 **13.1.1** For weeks where the Technician is required to rehearse or perform more than 25 miles from their home address (be this Company Base or on tour) the Technician will either
 - i) receive the appropriate Living Away/Commuting Allowance (set out in Appendix A), or
 - ii) be provided with single occupancy three star (or equivalent) accommodation and receive appropriate meal allowances (Set out in Appendix A). If self catering accommodation is provided for 6 consecutive nights or more, no meal allowance will be due.
- 13.1.2** If the Technician's home address is between 15 and 25 miles from the workplace (or venue on tour) and they are not in receipt of Subsistence or Touring Allowance, then NTS shall pay a weekly travel allowance equivalent to the appropriate season ticket rail fare.
- 13.1.3** If the Technician is required to perform or rehearse at a place of work more than 50 miles from designated company base but is not required to stay overnight, NTS will pay a daily away-from-base allowance as set out in Appendix A
- 13.2 If the Technician lives more than 25 miles from the place of work and is not in receipt of commuting allowance, NTS will be responsible for their travel costs up to the value of a standard rail fare at the beginning and end of the contract.
- 13.3 When the Technician's normal public transport is unavailable, or in every case after midnight, the Manager shall pay the Technician's reasonable travel costs up to a maximum of 25 miles.
- 13.4 NTS shall provide transport of a reasonable standard or shall be responsible for the Technician's travel costs from place to place on tour. In the event that transport is not provided, the Manager shall pay to the Technician a sum equivalent to the appropriate standard "saver" rail fare. If the Technician wishes to travel separately from the company, the Technician must seek NTS's prior permission, which shall not be unreasonably refused, and the Technician will receive the travel payment as above.
- 13.5 When agreed in advance with the Head of Department, the company will pay mileage at its standard rate for travel by employees in their own cars. If an employee prefers to use their own car for personal reasons, the company will pay the equivalent of the cheapest practical second class rail fare. Mileage rate will normally be agreed only when the company car is not available, and when either the destination or timing of the journey makes travel impractical or a car is cheaper than equivalent travel (e.g. when two or more employees are travelling together by car). The standard rate until further notice is 45p per mile (for the first 10000 miles).
- 13.6 Relating to transport owned by the company, it shall be the responsibility of NTS to:
 - 13.6.1** ensure that company vehicles shall be maintained in a fully safe, roadworthy and lawful condition at NTS's expense.
 - 13.6.2** Ensure that all company vehicles are comprehensively insured.
 - 13.6.3** Ensure that the Technician (should they agree to drive a company vehicle) is aware of any specific legal requirements or restrictions on the company vehicle, e.g. speed limits, the wearing of seat belts.It shall be the responsibility of the Technician to:
 - 13.6.4** Report any defects in the company vehicle immediately to the Manager and not drive the vehicle until it is restored to a lawful and roadworthy condition.
 - 13.6.5** Disclose to the Manager any circumstances affecting the Technician's ability lawfully to drive the company vehicle.
- 13.7 All expense claims must be authorised by the employee's Head of Department. Claims for specific reimbursements should normally be made within 14 days of the end of the month in which they are incurred and should be accompanied by receipts. An advance of allowances due can be made to the member of staff if authorised by their Head of Department.

14 CONTRACTS

- 14.1** NTS shall issue a contract of employment to the Technician prior to the first day of rehearsals, except in an emergency.
- 14.2** An agreed contract address will be given to the company by the Technician in advance of the contract starting. This will remain the address throughout the contract unless agreed by mutual consent.

15 PENSIONS

- 15.1** NTS will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008, which includes the requirement for employers to automatically enrol all eligible jobholders into a qualifying pension scheme.
- 15.2** Unless the Technician requests not to be enrolled onto this scheme, NTS and the Technician agree to make contributions as follows:
- i) NTS shall make a contribution equivalent to up to 3% of the Technician's salary (subject to a ceiling of 1.5 times the NTS agreed minimum salary).
 - ii) The Technician shall make a contribution equivalent to up to 5% of his/her salary (subject to a ceiling of 1.5 times the NTS agreed minimum salary).

16 WORKING ON A REST DAY

- 16.1** Rehearsal and Other Work;
All calls on a rest day except for a performance shall be subject to a minimum payment of 4 hours at double time except that work commenced on a night before a rest day and continuing without a break into the rest day shall not be subject to such a minimum payment.
- 16.2** Performance;
For a rest day performance the Technician shall receive an additional 1/8th of the Technician's salary. Hours worked on a rest day performance shall count towards the total hours in the working week.

17 PERFORMANCES

- 17.1** The Technician's salary shall cover services for 8 performances per week but not more than 2 on any one day.
- 17.2** Any additional performances above eight in the week (or two in one day) will attract additional payments of either one-eighth of the Technician's salary in normal circumstances or one-tenth in the case of Children's show, a Christmas show or where the Technician is specifically contracted for a twice-nightly/twice-daily show. In any event the maximum workload that can be scheduled in any week will not exceed twelve performances per week.

18 PUBLIC HOLIDAYS

- 18.1** If the Technician is required to work on any day declared as a Public Holiday at the place where the production is based, payment shall be as follows:-
- 18.1.1** Non-performance work (including travel) shall be paid at double time subject to a minimum payment for four hours.
 - 18.1.2** The technician shall receive an additional 1/8th of their weekly salary per performance.
- 18.2** Time worked on Public Holidays shall not be included in the calculation of the weekly hours.
- 18.3** In any week that contains a Public Holiday the technician's basic weekly salary shall cover a maximum of 32 hours (24 in a week containing two public holidays). If a production week coincides with a week containing a public holiday then the maximum hours will be 36 (28 in a week containing two public holidays).
- 18.4** No work shall be required on 25 December.

19 PHOTOGRAPHS, PUBLICITY AND RECORDINGS

- 19.1** The Technician agrees to co-operate in calls (which shall be part of the standard working week) made for the publicity and promotion of the engagement, including photograph and press calls.
- 19.2** Use of photographs: NTS shall ensure that photographs of the Technician taken during specified photograph calls shall not be published for any purpose other than publicity for, or advertisement of, the production and/or theatre for which they were taken. NTS shall not authorise without the Technician's prior agreement, the sale or advertising of any commercial goods, involving the name or photograph of the Technician, for purposes other than in connection with the production and/or theatre for which the Technician was engaged.
- 19.3** The Technician shall not make any public or press statement about the engagement without the Manager's prior permission.
- 19.4** The Technician shall follow the NTS Social Networking Guidelines regarding online activity.
- 19.5** Billing and Programme: NTS will produce a programme for each of its productions. The Technician shall be credited in the programme unless they inform the Manager otherwise at the time of signing the contract.
- 19.6** Background Recordings: NTS may make a sound or video recording for use within the production. As such no extra payment will be due.
- 19.7** Archive recordings: NTS may make a video recording of the production for archive purposes only and pass a copy of this to national archives. The Technician will be informed when such a recording is to be made.
- 19.8** TV and Radio: The Technician shall not refuse to take part in recordings for broadcast use in news, topical magazine and documentary programmes on the current standard terms.
- 19.9** Electronic press kits: NTS may record sections of normal rehearsals and performances in order to make a finished DVD, CD, video or other appropriate mechanical media, up to ten minutes finished length. This may be used for publicity purposes only, for both the company and the specific production eg for marketing, tradeshow, group sales, ticket sale sites, travel agent displays, airlines, exhibition stands, promoters websites and the company website. If the recording is made during normal working hours, no additional payment will be applicable. If normal working hours are exceeded, overtime will apply. The recording may not be broadcast in any form on terrestrial, cable, satellite or any other related media.
- 19.10** Internet broadcast/streaming performances: NTS may wish to broadcast the production live on the internet as a streamed broadcast. No additional payments will be made. Where the performance is streamed live to a paying audience (for example in a cinema) then an agreed additional payment will be made to each Technician working on the show that is being broadcast.
- 19.11** Archive recordings: NTS may record high/broadcast quality audio-visual and audio-only recordings of the production onto video or other appropriate mechanical media for archive purposes, and shall pass a copy of this to national archives. The Technician shall be informed when such a recording is being made, and no payment shall be due. Any recordings arising from this process may be used in perpetuity for research, not-for-profit educational and archival purposes only.
- 19.12** Access Recordings: The Technician may be required to participate in Production-related recordings to be used for Access performances. These may include, but are not limited to
- (i) Promotional recordings (available by direct email to subscribers, the Producer and/or Partners' websites and associated social media channels) such as Audio or Video e-flyers targeting an accessible audience or
 - (ii) Performance specific (Non Promotional) which are created specifically to facilitate accessible performances, such as video/audio guides of the show.
- 19.13** Digital Content: Should the Technician be involved in the creation of any digital content for the Production, the Producer has the right to use an extract of this for promotional purposes for the duration of the Engagement. This shall be up to three minutes long, and may be used to promote The Producer, the art form, the Production or the Producer's programme.

20 FAILURE TO PRODUCE

- 20.1** If the production is cancelled before the opening performance, NTS shall pay to the Technician any outstanding rehearsal salary and any other sums due plus four weeks contractual salary in

full and final settlement of any claims or, in the event that the Technician has been engaged for a guaranteed period, then an amount equivalent to the length of the outstanding period or eight weeks salary, whichever is the less, shall be paid.

- 20.2** Such sums shall be reduced by any amount that the Technician has earned by way of mitigation.
- 20.3** NTS shall not be obliged to pay more than one-eighth of the relevant minimum salary for any performance for which the engagement is suspended by reason of royal demise, national mourning, war, fire, strikes, lockouts, or order of any public or licensing authority, or any case beyond the control of NTS.

21 MATERNITY, PATERNITY, DEPENDANT AND COMPASSIONATE LEAVE

- 21.1** Maternity Leave - The statutory provisions relating to maternity pay, maternity leave and the right to return to work as laid down in the current relevant statutory employment legislation shall apply.
- 21.2** Paternity and Parental Leave - The statutory provisions relating to paternity pay, parental leave and the right to return to work as laid down in the current relevant statutory employment legislation shall apply.
- 21.3** Adoption Leave - The statutory provisions relating to adoption pay, adoption leave and the right to return to work as laid down in the current relevant statutory employment legislation shall apply
- 21.4** Compassionate Leave The Manager shall not unreasonably refuse a request for compassionate leave in the event of serious sickness or bereavement in the Technician's immediate family or of their partner.

3. GENERAL RESPONSIBILITIES OF COMPANY AND EMPLOYEE

NTS's Responsibilities

Copy of Agreement

- 1.1 NTS shall ensure that a copy of this Agreement shall be provided to any Technician who requests it.

Health and Safety

- 2.1 NTS shall provide and maintain safe and healthy conditions of work in accordance with Health and Safety legislation.
- 2.2 A written statement of general policy regarding health and safety matters, including details of Fire Regulations, shall be posted prominently at the place of work.
- 2.3 NTS and the Technician shall co-operate in every way possible to promote and develop measures to ensure the health and safety at work of all concerned in the production.
- 2.4 NTS shall ensure that separate Risk Assessments for each hazard are made available to each company.
- 2.5 NTS shall ensure that a First Aid Box and a designated first-aider are readily available to the Technician in accordance with statutory requirements.

Accommodation

- 3.1 NTS will provide the Technician with details of accommodation available at the production base and on tour, where necessary.

Clothing and Equipment

- 4.1 NTS shall be responsible for providing relevant safety equipment when necessary and shall ensure that they are clean, well fitting, kept in good repair and replaced where necessary.
- 4.2 Where particular equipment and tools are required to carry out tasks then NTS will endeavour to provide these items at no cost to the Technician.
- 4.3 Technicians are expected to wear appropriate safety gear during fit-ups/get out which will be provided by NTS in line with the relevant Risk Assessments.

Script

- 5.1 NTS shall provide the Technician with a legible typed or printed script if required

Prosecution of Production

- 6.1 In the unlikely event that a charge is brought against the Technician for taking part in a production that allegedly breaks the law, NTS shall defend the Technician at its expense.

Insurance

- 7.1 NTS will ensure that all Technicians are covered by NTS Insurance arrangements. This will include, where applicable, employer liability, public liability, travel insurance.

Dressing Rooms and Workplace

- 8.1 NTS shall ensure that all dressing rooms, rehearsal rooms and performance places are of a decent standard, have proper toilet and washing facilities (including the provision of constant hot water) and are kept clean, warm, well ventilated and adequately lit when in use.

Technician's Responsibilities

Diligence

- 9.1 The Technician agrees to perform the services required by the contract in a diligent and competent manner and not to introduce any material that has not been previously approved by the Manager.

Rules

- 10.1 The Technician agrees to comply with the notified rules of NTS and/or of any venue (including a rehearsal room) to the extent that they do not conflict with the terms of the contract.

Clothing and Equipment

11.1 All clothing, equipment, tools and scripts etc. provided by the Manager remain the property or responsibility of NTS. The Technician agrees to take proper care of such items and return them to NTS at the end of the engagement in good condition.

Accommodation

12.1 The Technician agrees to take proper care of their working environment including the dressing room, the green room, the stage and backstage areas and to have proper regard for the health and safety of others.

Address

13.1 The Technician shall keep NTS informed of their address and contact telephone numbers throughout the engagement.

Notices

14.1 It is the Technician’s responsibility to check regularly all notices posted by NTS on the company notice board.

Green Plan

15.1 The National Theatre of Scotland are aware of the impact of their activities on the environment and have made a commitment to follow the intermediate standard of the Theatre Green Book. The Technician will work collaboratively to ensure that every possible step is taken to comply with the Producer’s commitment to producing an environmentally responsible production. A copy of NTS Green Plan will be provided to the Technician on request.

Signed on behalf of NTS Sophie Cooper

Print Name.....Sophie Cooper.....

Position Held.....Company Manager, NTS.....

Date.....6th March 2024.....

Signed on behalf of BECTU... 

Print Name...Paul McManus.....

Position Held.....Negotiations Officer Scotland.....

Date.....6 March 2024.....

APPENDIX A: RATES OF PAY Minimum rates of pay from April 2024 (reviewed annually)

Weekly paid rates

	Weekly	Daily pro rata days as part of contract	Hourly Pro rata hours as part of contract
Technical Manager	£724.02	£126.70	£18.10
Technical Supervisor	£659.30	£115.38	£16.49
Named Technician	£593.38	£103.82	£14.83
Technician	£561.35	£96.33	£14.04
Occasional Production staff (per hour) (minimum)	-	-	£14.04

Daily paid rates – for any additional non-contracted days (ie photoshoots, training, costume fittings)

Minimum daily rate for 3 days or fewer (inclusive of holiday pay) <i>(4-6 days to be paid at weekly rate)</i> £142.24 + £12.76 if split into 'rate' + 'holiday pay'	£155
Minimum half day rate for 4 hours or fewer (inclusive of holiday pay) <i>(4+ hours to be paid at daily rate)</i> £81.29 + £7.29 if split into 'rate' and 'holiday pay'	£88.58

Allowances

	Weekly	Daily
Living Away Allowance <i>for 7 days</i>	£422.30	£60.33
Commuting to Company Base <i>for 6 days</i>	£206	£34.34
Accommodation Allowance (staying with friends/family)	£180.25	£25.75
Living Away Allowance <i>London for 7 days</i>	£461.11	£65.87
Meal Allowance (Breakfast provided)	£157.47	£22.50
Meal Allowance (Self Catering) <i>Unless accommodation is provided for a week or more</i>	£223.22	£31.89
Away from base allowance	£117.03	£16.72