

THE BLUE BOOK



SCREEN
INDUSTRY
GUILD
AOTEAROA
NEW ZEALAND INC

Tira Ahumahi Mata Āhua



Photo: Tainui Stephens

The Code of Practice for the Engagement of Crew in the New Zealand Screen Production Industry

The Screen
Industry Guild Aotearoa
New Zealand Incorporated

In co-operation with

The Screen Production and
Development Association (Inc)

and

the New Zealand Advertising
Producers Group

September 2017 Edition



**SCREEN
INDUSTRY
GUILD**
AOTEAROA
NEW ZEALAND INC

THE BLUE BOOK

© Screen Industry Guild Aotearoa New Zealand Incorporated

INTRODUCTION

This book has been produced by the SIGANZ Inc in co-operation with SPADA and the NZAPG to provide a reference document of best-practice processes for the engagement of freelance crew members in the New Zealand screen production industry. It replaces the Guidelines for the Engagement of Crew previously published in 2004 by the NZF&VTG (now SIGANZ Inc) in co-operation with SPADA.

New Zealand's screen production industry has a long history of strong goodwill between producers and crew members (crew), which we all value enormously and wish this relationship to continue.

The Blue Book covers all forms of screen production including broadcast, factual and documentary, internet content, gaming, television commercials, television drama and feature films.

It's important to remember that the Blue Book is not a rigid document. Its provisions outline legal responsibilities and suggested best practices. Production companies and crew members are free to negotiate different arrangements, within the law, if some provisions do not meet the needs of either party. Nevertheless, the Blue Book outlines many generally accepted ways of working in a manner which is intended to provide useful, mature information in a context which explains why various processes are needed.

The 2017 Edition of the Screen Industry Guild Blue Book has been updated with consultation with NZAPG, SPADA, and members of the wider NZ Screen industry. It is a living document, and it is the intention of the Screen Industry Guild Aotearoa NZ that it can be updated as deemed necessary. All digital and print updates or changes will only take affect after due consultation process with all parties concerned.

Any updates will supersede previous versions.

The Blue Book remains the property of the Screen Industry Guild Aotearoa NZ.

The Screen Industry Guild Aotearoa New Zealand Incorporated
P.O. Box 68 294, Newton, Auckland 1145, New Zealand
Skype Phone: 098899522 • Email info@nztecho.com • www.nztecho.com

INTRODUCTION

CONTENTS

DEFINITIONS	7
SERVICES TO BE PROVIDED	
1. Obligations	10
BOOKING SYSTEM	
2. Types of Booking	12
3. Confirm, Release & Multiple Bookings	12
ALTERATIONS TO ENGAGEMENT	
4. Postponement of Short Term Confirmed Engagements	13
5. Postponement of Long Term Confirmed Engagements	13
6. Suspension	14
7. Cancellation of Engagement	14
8. Termination of Contract	16
9. Contingency	16
10. Standby Day	16
11. Weather Hold	17
DURATION OF WORKING DAY & WEEK	
12. Standard Days, Short Term Engagements	19
13. Overtime/Extra Time - Short Term Engagements	19
14. Broken Days - Short Term Engagements	20
15. Working Week - Short Term Engagements	21
16. Days Off - Short Term Engagements	21
17. Standard Days, Long Term Engagement	21
18. Overtime/Extra Time - Long Term Engagements	22
19. Working Week, Long Term Engagements	23
20. Days Off - Long Term Engagements	23
PUBLIC HOLIDAYS	
21. Public Holidays	25
22. Turnaround Calculation	25
23. Processes and Penalties	26

24.	Truck and Transport Service Driving	27
25.	Early Starts/Late Finishes (Short Term Engagements only)	28
MEALS & REFRESHMENTS		
26.	Meal Breaks	29
27.	Refreshments & Craft Services	29
PRODUCTION TRAVEL		
28.	Travel Zone	31
29.	Remote Parking	32
30.	International Travel	32
FEES & EXPENSES		
31.	Services	34
32.	Day Player/Casual Crew Member Engagements	34
33.	Production Expenses	34
34.	Travel Expenses: Accommodation and Per Diems	34
35.	Cost of Out of Town Travel Expenses	35
36.	Local Travel Expenses	35
37.	Insurance	35
ASSIGNMENTS		
38.	Common Practice	38
HEALTH & SAFETY POLICIES		
39.	Requirement for Policies	38
40.	Harassment & Discrimination	38
41.	Smoke Free Policy	39
DISPUTE RESOLUTION		
42.	Dispute Resolution	39
APPENDIX		
	Travel Zone Map Auckland	40
	Travel Zone Map Wellington	41
	Travel Zone Map Christchurch	42
	Travel Zone Map Dunedin	43

DEFINITIONS

- Crew/Crew Member/Contractor:** can be a combination of the following: Sole Trader, Limited Liability Company or Partnership, or Freelancer (with or without equipment) offering services to the Production.
- Production:** The audio-visual project that is the subject matter of agreement between Producer and Crew Member.
- Production Company:** The entity undertaking the necessary arrangements for the making of the recording of the production.
- Producer:** Person or persons engaged to authorise and execute all matters in relation to the production.
- Contract:** Written (including all electronic communication) or verbal agreement between Producer and Crew Member relating to terms and conditions and remuneration for services rendered for the Production concerned.
- Working Day (non-shooting):** The period in which the Crew Member executes their role or craft as required whilst non-shoot day is occurring. (e.g. Production team, Art Department, Costume, Construction, Runner, Prep, Wrap).
- Working Day (shooting):** The period in which the Crew Member executes their role or craft as required whilst shoot day is occurring.
- Overtime/Extra time:** A penalty charge which multiplies the base hourly rate for hours in excess of the Standard Working Day.
- First Call:** The time at which a Crew Member starts performing duties for the Production (e.g. drivers picking up equipment or personnel, the commencement of driving production specific vehicles, or start other than shooting call such as early makeup, lighting or camera call).
- Production Call/Crew Call** **(Majority):** The time at which the Production Company nominates the majority of Crew Members are to start the days production.
- Production Call/Crew Call** **(Minority):** The time at which a Crew Member who is working outside of the majority crew call time is called. e.g. Unit, Art Department, Runner.

Crew Wrap (Majority):	The time at which the Production Company ceases daily production for the majority of the Crew Members.
Crew Wrap (Minority):	The time at which a Crew Member who is working outside of the majority crew wrap time finishes. e.g. Unit, Art Department, Runner.
Last Wrap:	The time at which an individual Crew Member ceases to perform duties for the Production (e.g. drivers dropping off equipment or personnel, finish driving production specific vehicles, finish duties at time other than filming wrap such as lighting de-rigging, unit or camera packing up).
Short Term Engagement:	Any engagement where the production (shooting) period is 12 days or less (2 working weeks or less).
Long Term Engagement:	Any engagement where the production (shooting) period is more than 12 days. (Longer than 2 working weeks).
Pro Rata Rate:	A pre-agreed rate of T1 or greater for each hour worked.
Day Off:	An unpaid scheduled 24-hour period of the crew member's own personal time, usually at the end of the working week.
Turnaround:	A minimum 10-hour rest period in the crew member's own personal time.
Surcharge:	An additional charge to the basic rate, (e.g. Broken Turnaround/ Midnight Loading).
HOD:	Person who is the head of a department. They are usually the first point of contact for Production and Crew Members relevant to that department (e.g. The Gaffer is HOD to the lighting department).
PCBU:	Person Conducting a Business or Undertaking as described in the NZ Health & Safety at Work Act 2015
Act of God/Force Majeure:	An unforeseen circumstance beyond the control or ability to remedy by the Production Company, e.g. Earthquake, Act of Terrorism, Extreme Weather Event, or Civil Unrest.



Photo: Flying Trestles

SERVICES TO BE PROVIDED

1. OBLIGATIONS

- 1.1 Production Company: The Production Company shall endeavour to accurately advise Crew Members of a start and finish date, and if possible, by reference to:
 - a) Name of Production Company
 - b) Nature of production (TVC, documentary, etc)
 - c) Locations
 - d) Crew Member position
 - e) Pre-production dates
 - f) Shoot dates
 - g) Length of the standard working day or week
 - h) Post-production dates
 - i) Contingency requirements
 - j) Weather hold dates if required
 - k) Hiatus or stand down dates if any
 - l) Location of main production office
- 1.2 Crew Member: The Crew Members services are to include all services usually and customarily rendered by persons in their role in the New Zealand screen industry and:
 - a) To present themselves at times and locations mutually agreed with the Production Company, and to immediately inform the Production Company of their inability to attend due to sickness, accident or any other event.
 - b) Not to engage in any other screen industry work during the engagement that would interfere with, disrupt or otherwise detrimentally affect the production.
 - c) Not to disclose any confidential information concerning the production, except with the Production Companys consent. This does not preclude the Crew Member seeking advice regarding contract issues.
 - d) To advise the Production Company of any damage to any locations, facilities or vehicles (including rented or hired) for production purposes as soon as practicable.
 - e) Not to pledge or charge any item to the Production Company unless prior authorisation from the Producer or their duly authorised representative has been obtained.
 - f) To be liable for personal expenses and expenses which occur at the risk of the Crew Member e.g. parking and speeding offences and the like.



Photo: David Comer

BOOKING SYSTEM

2. TYPES OF BOOKING

- 2.1 A Confirmed Booking is a Production Company making a commitment to use a Crew Members services, and the Crew Member agreeing to make their services available for the booked period. All bookings are regarded as confirmed bookings unless stated as Pencil (or Quote Hold) bookings.
 - 2.1.1 Any booking automatically becomes a Confirmed Booking with the crew members commencement of pre-production meetings, (excluding initial meeting regarding the job) recess and/or crew travel to location.
- 2.2 A Pencil Booking (or Quote Hold) is an acknowledgment of the Production Company's intention to use the Crew Members services, and an acknowledgment by the Crew Member of their availability to work on the proposed date/s as at the date of each acknowledgment.
- 2.3 A Second Pencil Booking (or subsequent booking) may be made by another Production Company with the understanding that the Crew Member already has an existing pencil booking for part (or all) of their proposed dates.
- 2.4 A Weather Hold is considered a Pencil Booking (for contingency purposes after a short-term engagement) which the Crew Member extends as a courtesy to the Producer and is further explained in section 11: Weather Hold.
- 2.5 A Stand-by Day is a special confirmed booking, explained in the Alterations to Engagements section 10.
- 2.6 A Release is notification by a Producer that the Crew Member is no longer required for a Hold or Confirmed Booking.

3. CONFIRM, RELEASE & MULTIPLE BOOKINGS

- 3.1 A Pencil Booking will automatically become a Confirmed Booking 24-hours before the commencement of the engagement. At this time, the Producer may seek to extend the Pencil Booking status by individual negotiation, but the Crew Member has the option to immediately confirm any second or subsequent bookings.
- 3.2 A Pencil Booking is to be confirmed or released by the Production Company within 24 hours of a request to do so by a Crew Member or their representative.

***NOTE:** Requests that immediately precede weekends and/or public holidays may not be able to be answered strictly within 24 hours. There is an expectation from all parties that the request may need more time to be answered as contacting relevant personnel to get a confirmation of dates may be difficult. (e.g. a 24 hour confirm/release pushed at 4pm on a Friday could fall due at 10am on the following Monday to give the 1st pencil company the opportunity to communicate with their client/s)

- 3.3 If a Crew Member has more than one Pencil Booking, then each Production Company has up to 24 hours to "confirm or release" in order of booking. (e.g. if the

3rd pencil wants to confirm, a confirm or release must be pushed against the 1st pencil hold in the first instance. If the 1st pencil hold releases, then the 2nd pencil hold will be pushed against, in that order).

- 3.4 A Production Company seeking “confirm or release” from the Crew Member for Short Term Productions, (be it First or Second Pencil) can only do so no more than 14 days before the commencement of production without prior approval from the Crew Member or their representative. If the Crew Member is then confirmed to that Producer, that Producer will be liable for any cancellation fees, should they subsequently cancel the booking for any reason.
- 3.5 No Cancellation Fee will be charged for cancelled or postponed confirmed days where the Crew Member is offered other confirmed bookings to replace the original cancelled or postponed days.

ALTERATIONS TO ENGAGEMENT

The intention of sections 4 to 11 is to explain options for altering bookings and to describe the cancellation process to compensate crew if they are disadvantaged through loss of work, or the potential to work.

4. POSTPONEMENT OF SHORT-TERM CONFIRMED ENGAGEMENTS

- 4.1 A Short-term engagement can be postponed with a minimum of 24 hours notice prior to commencement of the engagement without incurring cancellation fees, provided the same Crew Member is available for the proposed new date/s of engagement.
 - 4.1.1 Postponement can only occur before crew member engagement has commenced. Once the crew members engagement has commenced, any alteration is considered a cancellation or termination.
- 4.2 Notice of less than 24 hours postponement may incur a 60% cancellation fee for the first original scheduled day.
- 4.3 If the Crew Member has accepted another engagement overlapping the rescheduled dates, then any postponed days that do not overlap the second engagement are deemed cancelled and a fee is incurred as per the short-term cancellation scale. (Refer 7.3)
- 4.4 If the Crew Member or representative has advised the Production Company of any other confirmed work offered during the original proposed engagement, a cancellation fee for the days lost due to postponement may be charged.
- 4.5 No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.

5. POSTPONEMENT OF LONG-TERM CONFIRMED ENGAGEMENTS

There are many different reasons for postponement of Long Term productions.

The Production Company and Crew Members require goodwill from each other in determining the best solution in each case. As a general rule, the following principles will apply:

5.1 Notice of postponement

- a) Long-term engagements can be postponed by the Production Company with more than 7 days notice prior to the date specified as “commencement of principal photography”, without cancellation fees.
- b) Long-term engagements can be postponed by the Production Company with less than 7 days notice prior to the date specified as “commencement of principal photography”, however cancellation fees may be charged.

5.2 Duration of postponement

- a) Postponement by more than 7 days from the original date of the engagement may be deemed a cancellation. Crew Members and Production Companies may renegotiate their contract.
- b) Postponement by less than 7 days from the original date of the engagement will only incur a cancellation fee if:
 - i) The Crew Member is unavailable for the rescheduled dates - then the postponement is deemed a cancellation.
 - i) The Crew Member or their representative advised the Production Company in writing of any other confirmed work offered during the proposed engagement. A cancellation fee for the days lost may be charged.
 - ii) No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.
 - v) The above cancellation fees are incurred as per the long-term cancellation scale in section 7.3.1

6. SUSPENSION

- 6.1 The Production Company may suspend the Crew Members engagement without penalty for reasons beyond the control of the Production Company such as Force Majeure/ Acts of God but excluding financial reasons or the non-availability of cast, crew members or equipment.

7. CANCELLATION OF ENGAGEMENT

This is a guide to common practice cancellation procedures for Crew Members, which should always be negotiated in good faith by both parties.

- 7.1 Where cancellation applies to a Crew Member where their single daily fee is inclusive of their equipment/kit, (e.g. makeup artist, sound recordists) the cancellation fee will apply to the equipment also.

- 7.2 No cancellation fee will be charged for cancelled or postponed days where the Crew Member is offered other confirmed bookings to replace the cancelled or postponed days.
- 7.3 For short term bookings (less than 2 working weeks): If a CONFIRMED booking is cancelled with less than 7 days notice a cancellation fee can be charged based on a percentage of daily rate for each day cancelled, up to a maximum of 7 days and dependent on the number of days notice. (Refer TABLE A)

TABLE A Number of days notice of cancellation prior to confirmed start date:

SHORT TERM ENGAGEMENT

# days notice of cancellation prior to shoot day	-10 days	-9 days	-8*	-7 days	-6 days	-5 days	-4 days	-3 days	-2 days	-1**	1st day of engagement
% of daily rate per day cancelled	0 fee	0 fee	0 fee	60% fee	60% fee	60% fee	60% fee	100% fee	100% fee	100% fee	100% fee

* 0% This would be 7 full days out from date of engagement. Not including date of engagement.

**100% Date prior to engagement, anywhere within 0001hrs-2400hrs

- 7.3.1 For Long-Term Bookings (2 working weeks or longer): If a confirmed booking is cancelled with less than 7 days notice, a cancellation fee of one week (7 Days) may be charged. (Refer TABLE B)

TABLE B Number of days notice of cancellation prior to confirmed start date:

LONG TERM ENGAGEMENT

# days notice of cancellation prior to confirmed start day	-10 days	-9 days	-8*	-7 days	-6 days	-5 days	-4 days	-3 days	-2 days	-1**	1st day of engagement
% of daily rate per day cancelled	0 fee	0 fee	0 fee	100% fee							

* 0% This would be 8 full days out from date of engagement. Not including date of engagement.

**100% Date prior to engagement, anywhere within 0001hrs-2400hrs

EXAMPLE: A 3week confirmed booking cancelled with 5 days notice would be charged at one weeks fee. The fee would never exceed one weeks rate.

7.4 Cancellation of Production

Should a cancellation occur due to Force Majeure/Acts of God, then the parties shall negotiate in good faith regarding cancellation fees.

8. TERMINATION OF CONTRACT

8.1 Basic principles of contract termination

A contract may be terminated:

- a) In accordance with the provisions allowed for in the contract between the Production Company and the Crew Member, or
- b) For breach or repudiation under the Contract and Commercial Law Act 2017, or
- c) By agreement of both parties, or
- d) If the contract becomes ‘frustrated’ or impossible to perform.

8.2 Industry common practice termination:

- a) The contract can be terminated by agreement, or,
- b) The contract can be terminated by either party where written reason is provided.
- c) The Crew Member or Producer should be given a minimum of 1 working weeks notice. Alternatively, the Producer may provide one working week payment in lieu of the work being performed by the Crew Member.
- d) Events such as theft, wilful misconduct, working under the influence of drugs, alcohol, etc, are regarded as a breach of contract. In such circumstances, the engagement can be terminated immediately and without any further payment.

8.3 Remedies:

Where the Crew Member believes that the contract has been terminated unreasonably the various means of resolving a production related dispute are set out in Section 42 below.

9. CONTINGENCY

9.1 At the end of a long term “engagement”, the Production Company may require the Crew Member to remain available for a specified contingency period. If the contingency period is worked, payment is calculated pro rata on the Crew Members weekly rate.

9.2 The Production Company must confirm the contingency requirements one week in advance of each contingency day, otherwise, standard confirm or release conditions apply.

10. STANDBY DAY

10.1 A Standby day is considered a Confirmed Booking and a full days rate will be charged for each standby day and standard cancellation fees will apply subject to the following:

10.2 If the Crew Member is released from a standby day less than 24 hours before or up to five hours after the individual Crew Members start time (first call), a half days rate (60%) is chargeable.

- 10.3 A Standby day can be postponed (but not cancelled) with more than 24 hours notice prior to the individual Crew Members start time (first call) without incurring cancellation fees, provided the Crew Member is available for the rescheduled dates.
- 10.4 If the Crew Member is unavailable for the rescheduled dates, then the postponement is deemed a Cancellation and a fee is incurred as per the Short Term Scale. (Refer 73.)
- 10.5 If the Crew Member receives another Confirmed Booking for the Standby day within 48 hours of the Standby day, immediate reconfirmation or release is required. If the Standby day is reconfirmed, the day can only be released or postponed with Full Cancellation fees payable.
- 10.6 A Standby day can be negotiated in advance (before the day) as a potential “scheduled day off”. The Crew Member must be informed of the final decision before travel to location on that day. The “day off” is then charged at 60%.

11. WEATHER HOLD

A Weather Hold (aka Weather Cover) is considered a pencil booking for weather contingency purposes after Short Term engagements, which the Crew Member extends as a courtesy to the Producer.

- 11.1 If the Crew Member receives a confirm or release request from another Production for the weather hold day/s, the original Production has the option of either confirming or releasing the weather hold day/s (as per “Pencil Booking” section 3.2). A confirm or release request by the Crew Member or their representative within 48 hours of estimated crew call on a weather hold day, requires immediate confirmation or release.
- 11.2 The Production Company must confirm or release the weather hold at least 12 hours before estimated crew call of that weather day. If the weather hold is not released, then the weather hold day will be regarded and charged as a confirmed booking.
- 11.3 If the Weather Hold day is released more than 12 hours before estimated crew call, then the day will not be charged.



Photo: Dana Little

DURATION OF THE WORKING WEEK

This section is divided into two categories:

- **Short Term Engagement** – Any engagement where the production period is 12 days or less (2 working weeks or less).
E.g. TVC's, Broadcast, Documentaries, Corporates, Gaming, Internet Content and other short term work.
- **Long Term Engagement** – Any engagement where the uninterrupted production (filming) duration is more than 2 working weeks. (This can include hiatus periods)
e.g. Feature Films, Television Drama and other long term productions.

12. STANDARD DAYS - SHORT TERM ENGAGEMENTS

12.1 **A Standard Working Day** (Full Day) shall consist of 10 hours (including 45 minutes paid meal break) from the Crew Member's first call to Crew Member's last wrap. Where the Crew Member is required to pick up personnel or equipment prior to crew call, first call is deemed to be at the time of that pick up (and vice versa for drop offs for individual wrap).

12.2 A Half Day is a maximum of 5 hours and is calculated as 60% of the Crew Members daily rate.

12.3 A Half Day booking cannot be expected to proceed beyond the original scheduled 5 hour period, as the Crew Member may have accepted a second Half Day booking on the same day.

Note: Production must advise intended start time at the time of placing the booking to accommodate this situation and to allow for Health and Safety practices. The Crew Member shall advise both productions that they have multiple bookings within the same day.

12.4 Hours worked in excess of the standard working days in prep, travel and wrap are subject to penalties as laid out in 13.5.

13. OVERTIME / EXTRA TIME - SHORT TERM ENGAGEMENTS

13.1 All additional time worked beyond 10 hours (including a 45 minute paid meal break) on a shooting or non-shooting day is considered 'Overtime/Extra time'.

13.2 In the interests of Health & Safety the maximum recommended duration of a scheduled day should be no more than 12 hours including 45 minutes paid lunch.

13.3 The Production Company should not request and the Crew Member should not agree to overtime beyond the 12th hour without:

- a) Considering the implications of stress and fatigue to the Crew Member, and:
- b) If the Crew Member is a PCBU, or Officer under the Health & Safety at Work Act 2015, they must also take into account the implications upon the 'Workers' under their control, of stress and fatigue.

Both Parties must be in total compliance with any legal obligations to The Heavy Vehicle Legislation, Health and Safety at Work Act 2015 and Insurance Cover limitations that may be applicable.

Note: Exceeding 14 hours continuous work is considered to pose significant risk to contractor health and safety in respect to fatigue.

13.4 The Producer will endeavour to notify each Crew Member that will be affected, prior to commencement of the engagement, if potential for time in excess of 10 hours will be required.

13.5 Overtime/Extra Time Penalties

- a) Overtime penalties apply as described in the following scale, irrespective of the final length of the working day:
 - i) For 11th & 12th hours @ T1.5
 - ii) For 13th hour and beyond @ T2.0
- b) Overtime is charged in 15-minute increments.
- c) On a daily basis, unscheduled overtime shall be subject to prior agreement with each Crew Member.
- d) Unscheduled overtime requests shall be reasonable and shall be requested as early as possible.
- e) The production has the reasonable right to complete the last set-up in progress at scheduled wrap.
- f) The production will advise Crew Members on the daily call sheet of “must wrap” locations which may require unscheduled overtime. Production should advise Crew Members on the daily call sheet (issued the previous day) of any “must wrap” locations so that Crew Members can make allowances for any unscheduled overtime required to complete work at that location.
- g) Overtime may be negotiated in advance of the production commencement (as part of the contract) and may include a fixed daily amount or a fixed weekly amount.

Note: In the event of external factors outside of the Producer’s control, resulting in overtime likely to be incurred beyond 10 hours during pre-production, the Producer can negotiate a pro rata rate for extra hours required by the production company or request that overtime is not charged if considered reasonable. Negotiation must have taken place before 10 hours is up and must be considered in good faith by both parties as an acceptable solution and a reasonable recognition of the additional time involved.

14. BROKEN DAYS - SHORT TERM ENGAGEMENTS

14.1 Broken Days: Where a working day is separated into 2 or more periods, the stand down time between each work period is paid at the rate of T 0.5, provided that such payment does not reduce the Crew Members pay for that day to less than the Crew Members standard daily rate.

- 14.2 Overtime on a Broken Day commences after 10 hours of work time, (excluding stand down period).

15. WORKING WEEK - SHORT TERM ENGAGEMENTS

- 15.1 The working week can be of any length of up to 6 consecutive shooting days and any number of non-shooting (travel, prep, wrap) days up to a maximum of 12 consecutive working days.
- 15.2 If a 13th continuous day is worked including any days in prep and wrap period, then that day should be paid at T2 (unless a 7th shooting day has already been paid at T2).
- 15.3 A 7th Working Day (shooting) worked, is paid at a 1 hr surcharge for each hour worked, for the entire day. The minimum call is 5 hours. After a 7th Working Day paid at the penalty rate, the daily rate for the following 6 days returns to normal.
- 15.4 Travel on a 7th day should be a minimum of a Half Day booking (60%) and longer travel time (over 5 hours) should be paid at T1 per hour. Travel on a 7th day should be by the fastest practicable means available and allow the Crew Member a reasonable rest period prior to commencing work again.
- 15.5 Reference should be made to the off-duty rest periods required for truck drivers noted in Section 24.

16. DAYS OFF - SHORT TERM ENGAGEMENTS

- 16.1 Crew Members must advise production of any previous or following bookings or concurrent bookings (e.g.: half days or other work on rostered days off) which could preclude adequate rest or days off. Crew Members should not increase their stress & fatigue liability due to a lack of adequate rest periods or days off before the commencement of, or during, their production.
- 16.2 Shooting work on a 7th day – see 15.3
- 16.3 A scheduled day off can only be rescheduled by majority crew agreement, and with no less than 24 hours notice and not be withheld unreasonably.

17. STANDARD DAYS – LONG TERM ENGAGEMENTS

A Standard Working Day for Long Term Engagement –

Any engagement where the uninterrupted production (filming) duration is more than 2 working weeks. (This can include hiatus periods)

e.g. Feature Films, Television Drama and other long-term productions.

- 17.1 a) A Working Day of 10 hours (plus a 45 minute unpaid meal break) from the individual Crew Members first call to individual Crew Members last wrap.
- b) Overtime / Extra Time penalties apply:
For the 11th and 12th hours worked – @ T1.5
For 13th hour and beyond worked – @ T2

- 17.2 Where the Crew Member is required to commence duties before Majority Crew Call (such as pick up personnel, or equipment or commence prep), First Call is deemed to be at the commencement of their duties. The same principle applies to duties after Majority Crew Wrap.

18. OVERTIME / EXTRA TIME - LONG TERM ENGAGEMENTS

- 18.1 All additional time worked in excess of 10 hours (excluding a 45 minute paid meal break) on a shooting or non-shooting day is considered 'Overtime/Extra time'. Overtime / Extra Time penalties apply:

For the 11th and 12th hours worked - @ T1.5

For 13th hour and beyond worked - @ T2

Overtime/Extra Time Penalties

- a) Overtime is charged in 15-minute increments.
 - b) On a daily basis, unscheduled overtime shall be subject to prior agreement with each Crew Member.
 - c) Unscheduled overtime requests shall be reasonable and shall be requested as early as possible.
 - d) The production has the reasonable right to complete the last set-up in progress at scheduled wrap.
 - e) The production will advise Crew Members on the daily call sheet of "must wrap" locations which may require unscheduled overtime. Production should advise Crew Members on the daily call sheet (issued the previous day) of any "must wrap" locations so that Crew Members can make allowances for any unscheduled overtime required to complete work at that location.
- 18.1.1 Overtime may be negotiated in advance of the production as part of the contract and may include a fixed daily amount or a fixed weekly amount.

All work on shooting days beyond majority crew wrap is chargeable at overtime penalty rates after completing a standard 10 hour day.

Note: Off-set Crew Members reserve the right to charge a minimum pro-rata rate after completing their standard 10 hour day in all phases of the production (e.g. Production office team, Art Department, Construction etc)

- 18.2 In the interests of Health and Safety the maximum recommended duration of a scheduled shooting day is 12 ³/₄ hours (including 45 minute meal break).
- 18.3 The Production should not request and the Crew Member should not agree to overtime beyond 12 ³/₄ hours (including 45 minute meal break) without:
- a) Considering the implications of stress and fatigue to the Crew Member.
 - b) If the Crew Member is a PCBU, or Officer under the Health & Safety at Work Act 2015, they must also consider the implications upon the workers under their control, of stress and fatigue.

This must also be in accordance with any legal obligations and in compliance with The Heavy Vehicle Legislation, Health and Safety Legislation and Insurance Cover limitations that may be applicable.

- 18.4 The Producer will endeavour to notify each Crew Member that will be affected, prior to commencement of the engagement, if scheduled extra time/overtime will be required.

19. WORKING WEEK – LONG TERM ENGAGEMENT

- 19.1 A standard Long Term working week is:

a) 5 consecutive days followed by 2 consecutive days off.

OR

b) 6 consecutive days followed by 1 day off.

Important note: Heavy Vehicle drivers cannot work more than 70 hours a week as per Land Transport Act 1998

20. DAYS OFF - LONG TERM ENGAGEMENTS

- 20.1 Days off are the 6th & 7th days after a 5 day working week, or 7th day after a 6 day working week.
- 20.2 The minimum duration of a day off is 24 hours per day (+ 10 hours turnaround).
E.g. For a 5 day week, a minimum of 48 hours + 10 hours = 58 hours off.
E.g. For a 6 day week, a minimum of 24 hours + 10 hours = 34 hours off.
- 20.3 Changes to scheduled days off shall be by prior agreement with the Crew Members and with a minimum of 48 hours notice.
- 20.4 In out of town locations, a scheduled day off can be shifted by agreement with the Crew Member and with notification of at least 48 hours notice.
- 20.5 Work on a 'day off' shall only be by prior agreement and shall be paid as a surcharge of 1 hour for each hour worked. The minimum call is 5 hours. The surcharge is in addition to any other penalties or overtime which may apply up to a total of T3. (e.g.:11 + 12th T2.5 & 13th and beyond at T3).



Photo: Steve King

PUBLIC HOLIDAYS

21. PUBLIC HOLIDAYS

- 21.1 The Statutory Public Holidays (for employees) in New Zealand are:
New Year's Day, New Year's Holiday, Waitangi Day, Easter Friday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and regional anniversary holidays.
- 21.2 There is no legal requirement for Producers & Crew Members to observe statutory Public Holidays (except for crew members who are under an employee contract where the provisions of that contract apply).
- 21.3 The recognised screen production industry public holidays are:
Christmas Day, Boxing Day, New Year's Day, Waitangi Day, Easter Friday, Easter Monday, Labour Day, and Anzac Day.
- 21.4 Where a Public Holiday is recognised, but Monday-ised for the general public, and a Crew Member is working for the same production across both days, only one day shall be charged at T1. e.g. If Waitangi Day falls on a Saturday, but Crew Member works Saturday and Monday, only one of these days will be subject to the surcharge in addition to normal base rates. The day that the penalty rate will apply to shall be by prior agreement of both parties.
- 21.5 Producers and Crew Members can negotiate a penalty to be paid on the above days (21.3). The penalty is usually paid at 1 hours extra payment for each hour worked. This penalty is in addition to any other penalty rate, such as turnaround, work on a 6th day, or overtime.
- 21.6 Crew Members on Short Term engagements have more flexibility in scheduling time off on Public Holidays for their own convenience than those on Long Term engagements.
- 21.7 Long Term engagements should take every effort to incorporate Public Holidays in rest and/or hiatus breaks.

22. TURNAROUND CALCULATION

- 22.1 Turnaround is a rest period of a minimum of 10 hours of the individual Crew Members own personal time between one working day and the next, or between the working day and the commencement of a Day Off.
- 22.2 Daily Turnaround is a period of 10 clear hours between the individual crew members last wrap and first call.
- 22.3 5 Day Working Week - "2 day weekend turnaround" or "turnaround over 2 days off" is TWO FULL days off (48 hours) PLUS turnaround (10 hours) for a TOTAL of 58 hours off.

22.4 6 Day Working Week – “One day weekend turnaround” or “turnaround over one day off” is one full day off (24 hours) plus turnaround (10 hours) for a total of 34 hours.

NOTE: Six day weeks will influence heavy traffic driving hours

22.5 Where days off are split within a working week, each day off shall be one day, consisting of 24 hours off, PLUS turnaround of 10 hours for a total of 34 hours break.

22.6 Where turnaround in a two day weekend becomes less than 48 hours, the day in which the work is undertaken becomes a “Sixth Day”.

22.7 Weekend turnaround or turnaround over days off does not apply after a production hiatus of 3 days (72 hours) or more for long term engagements.

22.8 Turnaround is calculated door-to-door when being accommodated away from the crew members town of residence.

22.9 Turnaround is calculated from the edge of the travel zone when working outside the travel zone.

22.10 Transitioning out of Turnaround / Transitioning Night to Day

No mechanism exists where a production can shift working days or days off within a working week, between weeks or by creating new start days of weeks for the purpose of creating a scenario where turnaround can be reduced or avoided.

Accepted practices for transitioning out of turnaround are:

- a) Schedule an additional day or part day off.
- b) Claw back turnaround by one or two hours per day through working 10 hour days with minimal overtime.
- c) Over a two day weekend, or long weekend, production may negotiate an exception to the turnaround period (10 hours) with majority crew member agreement. The exception must not be a common recurrence or standard practice on individual productions.

Where such exceptions are negotiated they must specify the actual hours reduced, any payment in lieu and only relate to a new majority crew call time. All individuals with early calls retain the right to charge for turnaround with respect to the negotiated majority crew call time.

For health and safety purposes, productions must consider the impact of loss of personal time on individual crew members, specifically those who commonly have early calls and late wraps and are the most affected by any reduction in turnaround.

23. PROCESSES AND PENALTIES

23.1 The Turnaround Penalty surcharge payment is 1 extra hour payment for each hour of infringement, for the first 2 hours.

- 23.2 For more than 2 hours turnaround infringement, the penalty surcharge is T2 for each hour of infringement beyond 2 hours.
- 23.3 Turnaround penalty payments are in addition to any other penalty and are charged in 15-minute increments.
- 23.4 Crew Members must advise the production of any previous or following booking which will reduce the Crew Member's turnaround.
- 23.5 Crew Members may be responsible for finding a suitable replacement if they have knowingly taken separate bookings with less than a 10 hour break between.
- 23.6 The previous production will be liable for providing a replacement (cover) Crew Member, if they knowingly break a Crew Members turnaround for a following booking.
- 23.7 If the production has negotiated non-billable (free) work time (e.g. prep, wrap & travel), this time must be excluded from the 10 hour turnaround period.
- 23.8 Longer breaks or short turnaround payment options may be negotiated over days off when a production schedule requires a change from night shoots to day shoots.

24. TRUCK & TRANSPORT SERVICE DRIVING

- 24.1 In accordance with the Land Transport Rules under the Land Transport Act 1998, Production and Crew Members must abide by the turnaround (rest period) required by law for heavy motor vehicles and transport service vehicle drivers.
- 24.2 Driving hours apply to the driver of any heavy motor vehicle (weighing more 3500 kg) or any vehicle being used in a transport service (e.g. Driver with passengers but excluding crew who carpool)
- 24.3 The driver must (simplified version of the Act):
 - a) Not drive for any continuous period exceeding 5 1/2 hours and after that period, have at least a 1/2 hour rest before undertaking any further driving.
 - b) Not exceed 11 hours driving in any 24-hour period.
 - c) Not exceed 14 hours on-duty (excluding meal breaks) in any 24-hour period
 - d) Have a minimum continuous off-duty period of at least 10 hours (including meal breaks) in any 24-hour period.
 - e) Have a minimum continuous off-duty period of at least 24 hours after having totalled 66 hours driving or 70 hours on-duty (which includes any prep and wrap on location and/or at the truck driver's base). The accumulated total must be counted from the last minimum 24-hour off-duty period.
- 24.4 Truck drivers/operators responsibility:
Please refer to the Land Transport Rules under the Land Transport Act 1998
<http://www.legislation.govt.nz/act/public/1998/0110/latest/DLM433613.html>
- 24.5 Producers responsibility:
 - a) A Production that precludes the 10 hour turnaround and/or exceeds the

14 hour 'on duty time', (excluding meal breaks) and/or exceeds the weekly 70 hours weekly 'on duty time' will be liable for any swing drivers and travel arrangements for vehicles and drivers who are working on the same production.

25. EARLY STARTS / LATE FINISHES (SHORT TERM ENGAGEMENTS ONLY)

LATE FINISH (AKA 'MIDNIGHT LOADING')

A Late Finish penalty is charged for work after 24:00 hours (midnight) on the Crew Members last day of engagement by that Production Company, due to the fact the Crew Member is limited or unable to accept a booking on the following day because of the 10 hours of rest/turnaround required.

- 25.1 If any engagement terminates (last day of production) after 24:00 hours (midnight), an additional surcharge of T1 (in 15-minute increments) will be incurred for each hour worked after 24:00 hours on that night only. This is in addition to any other payments due.
- 25.2 An engagement of less than 5 working days, which is broken by a day (24 hours) or more and then recommenced, is considered two separate bookings and thus the late finish penalty would apply to both engagements.
- 25.3 Where a Crew Member receives a late finish penalty then they are obliged not to accept a booking until after at least 10 hours of rest on the following day.
- 25.4 If a shoot is scheduled to proceed beyond midnight, the Crew Member is recommended not to accept other work either on the day of commencement or on the following morning.

EARLY STARTS

- 25.5 Where any booking starts (first day of production) before 04:00 hours (4 am) an additional surcharge of 1 hour (in 15-minute increments) will be incurred, for each hour worked before 4 am on that morning only.
- 25.6 The Producer will endeavour to notify each Crew Member or their nominated representative well in advance of the commencement of the engagement, of any potential early starts (before 06:00am) to enable the Crew Member (or their representative) to advise previous or future bookings of any potential turnaround issues or obligations.
- 25.7 The Crew Member is recommended not to accept work on the day before the engagement, which will break their turnaround.

MEALS AND REFRESHMENTS

26. MEAL BREAKS

- 26.1 Meals and refreshments are normally supplied by the production.
- 26.2 If an Early Call or Broken Turnaround makes it unreasonable or impracticable for the Crew Member to provide their own breakfast, then this will be provided by the Production Company. (Time taken for breakfast is not paid unless the break is required to be taken after crew call).
- 26.3 A Meal Break of at least 45 minutes will be scheduled 5 hours after commencement of the working day. When Crew Members have differing call times the Meal Break will be scheduled for the majority Crew Member call and special arrangements should be made for other Crew Members.
- 26.4 The Production Company can, within reason, complete the setup in progress before a Meal Break is called.
- 26.5 Unless prior agreement is reached a surcharge of T1 is incurred in 15-minute increments if the 1st meal break commences later than 6 hours after the majority Crew Member call.
- 26.6 If a 1st Meal Break shorter than 45 minutes is required it shall only be by agreement with each Crew Member.
- 26.7 Producers should ensure that a substantial catered snack (in the hand) is available to all Crew Members within 7 hours of completion of the first meal break.

27. REFRESHMENTS & CRAFT SERVICES

- 27.1 Refreshments shall be continuously available throughout the day.
- 27.2 On Long Term Productions, an afternoon break of 15 minutes is recommended on any days longer than 10 hours.
- 27.3 All Crew Members will be provided with reasonable opportunities during engagement of services to access toilet and craft services.



PRODUCTION TRAVEL

28. TRAVEL ZONE

New Zealand is a geographically challenging location, and in some circumstances the need to adjust and allow for reasonable and practicable travel time must be considered by production. Best practice is to consult with a local Crew Member who is familiar with these environments, and adhere to their recommendations on route and time required to safely travel to location (including differing times for trucks).

The purpose of the Travel Zone is to define a geographical reference around the major centres from which travel time is paid as part of the working day. Travel inside the zone, before first call and after last wrap except as noted in sections 12.1, 17.2, 28.3, is in the Crew Members own time and unpaid.

- 28.1 A travel zone is defined as a 20km radius circular zone centred from the Central Police Stations in Auckland, Christchurch and Dunedin. In Wellington an alternative geographical zone is defined.
- 28.2 Unsealed roads & off-road tracks within the zone are excluded except for short unsealed access roads to the unit base on farms, etc. Also excluded are locations inside the zone where access is from outside the zone.
- 28.3 All travel (outside the zone) from the perimeter to first call and from last wrap to the perimeter is part of the working day except:
 - a) Where the Crew Member is required by production to pick up personnel or equipment inside the zone prior to crew call. First call is deemed to be at the time of that pick up.
 - b) Where the Crew Member is required by Production to drop off personnel or equipment inside the zone after camera wrap. Individual wrap is deemed to be at the time of that drop off.
 - c) Equipment pick up and drop off does not apply when the equipment is supplied by and stored at the Crew Members home address.
- 28.4 Travel outside the zone is charged in 15 minute increments. Travel time to and from a location can be combined. (e.g. 5 minutes travel time to the location and 5 minutes travel time from the location would be charged as 15 minutes).
- 28.5 Travel time is calculated door to door or an agreed central accommodation location when being accommodated away from the Crew Members town of residence.
- 28.6 When a Production Company negotiates 'free' travel time, this time must be excluded from the 10-hour turnaround period.
- 28.7 Common Practice: Unless otherwise negotiated, the travel zone above does not apply in the Queenstown region (due to mountainous roads, snow, etc). In that location, the 20km radius circular zone does not apply and travel time is calculated to and from the Central Police Station or from first pickup and/or to last drop off or door to door (for non-resident crew).

29. REMOTE PARKING

Any time before call and after wrap is the individual crew members own personal time, and whilst this does include commuting to and from work it is reasonable that relocation commuting (based on the production's inability to secure parking close to the work site) is chargeable production travel time.

- 29.1 Where crew members are required to park more than 500 metres by footpath or road from the call/wrap location, and crew members are required to walk this distance, this time shall be regarded as production travel time.
- 29.2 Where crew members are required to park more than 500 meters by road from the call/wrap location and production transportation is required, reasonable wait time and shuttle time shall be regarded as production travel time.
- 29.3 Where crew members are required to walk or be shuttled for more than 10 minutes from unit base to and from call/wrap locations this time shall be regarded as production travel time.
- 29.4 Where crew members either walk or are shuttled to and from their vehicles to unit base and then either walk or are shuttled to and from location this time shall be calculated as a daily cumulative value and rounded up to the nearest 15 minutes. Any time taken for meals is excluded.

30. INTERNATIONAL TRAVEL

- 30.1 International travel time is defined as time from first call (equipment pick-up/ airport check in) to completion of accommodation check-in at destination or equipment responsibilities, whichever is the latter. International travel days which involve equipment prep & wrap, location recces, production meetings etc, should be regarded as standard production days.
- 30.2 Overseas travel is charged at:
 - a) Half Day rate for travel up to 10 hours
 - b) Full Day rate for travel from 10 to 24 hours
 - c) Exceeding 24 hours, additional overseas travel half and full day increments apply.
- 30.3 All overseas travel requires reasonable rest and jet lag recovery time before commencing work.



Photo: Jason Bowden

FEES AND EXPENSES

31. SERVICES

- 31.1 Fees as specified and agreed are paid by the Production Company to the Crew Member in consideration for all services and rights. Rates and terms of payment must be available to Producers in advance of production.
- 31.2 Payment to Crew Members are made on presentation of an invoice:
- On completion of the production,
 - Weekly, or
 - Within 30 days
 - 20th of the following month arrangements can only be by agreement between both parties prior to engagement.
- 31.3 For Offshore Productions, payment may be requested in advance or on completion of the production.
- 31.4 Payment to Crew Members for labour is subject to Withholding Tax deductions by the Producer (unless a current Withholding Tax Exemption Certificate is presented).
- 31.5 GST (Goods and Services Tax) is payable to the Crew Member if they are GST registered.
- 31.6 Payment to Crew Members who are Companies for labour is not subject to Withholding Tax deductions by the Producer.
- 31.7 A Late Payment Penalty may be applied but payment due date and any penalty rate must be stated on the original invoice.
- 31.8 On Long Term Productions it is common practice for invoices to be supported by a time sheet.

32. DAY PLAYER/CASUAL CREW MEMBER ENGAGEMENTS

- 32.1 A Crew Member who is working for Short Engagements on Long Term Productions should clarify the rates and conditions in advance of accepting engagement.

33. PRODUCTION EXPENSES

- 33.1 The Crew Member must obtain prior authorisation from the Producer or their duly authorised representative before charging for expenses incurred on behalf of the production.
- 33.2 The Crew Member is liable for personal expenses & expenses which occur at the risk of the Crew Member e.g. parking fines and speeding offences and the like.

34. TRAVEL EXPENSES: ACCOMMODATION AND PER DIEMS

- 34.1 When the Crew Member is required to work away from their town of residence, the Production Company will use best endeavours to provide single room accommodation and will pay for all meals and reasonable laundry costs.

- 34.2 Per diems may be paid in lieu of all or some of the above.
- 34.3 Per diems must adequately reflect the actual cost of food and services. Particular consideration must given to local exchange rate/value when production is outside of New Zealand. (e.g. domestic per diem allowance may not be sufficient to adequately cover the same services in another country with a higher exchange rate)
- 34.4 Industry common practice is for the accommodation to be paid directly by the Production Company.
- 34.5 Crew Members subject to withholding tax have the option of:
 - a) The deduction of withholding tax from all per diem payments. (Full record keeping of per diem expenses and declaration of per diem payments as gross income)
 - Or,
 - b) Claiming a daily “Expense occurred in the production of an invoice” Per Diem allowance as described by the IRD. Withholding tax is not deducted from this amount, the per diems received will be declared as gross income and the daily allowance is claimed as an expense on end of year tax records.

35. COST OF OUT OF TOWN TRAVEL EXPENSES

- 35.1 Costs of out of town travel are at the expense of the Production Company and are to include, without limitation, pre-paid air tickets, booked rental vehicles, payments for use of Crew Members vehicles, taxis, and other reasonable expenses as approved by the Producer or their duly authorised representative.

36. LOCAL TRAVEL EXPENSES

Where the production company does not provide transport, the following apply:

- 36.1 When the location of first call and/or last wrap is outside the zone, then travel expenses will be charged to and/or from that location to the centre of the travel zone.
- 36.2 Travel expenses will be charged between the location of first call and any subsequent locations. (Whether it is inside or outside the travel zone).
- 36.3 Alternatively the production can provide transport.
- 36.4 As a guide for current cost references The NZ Automobile Association publishes information on the costs of operating motor vehicles.

37. INSURANCE

- 37.1 The parties should discuss arrangements for appropriate domestic and/or international insurance cover and provide written confirmation when requested.
- 37.2 It is advisable that the Production should carry the following insurances:
 - a) General film risks.

- b) Public Liability.
- c) Props, Sets, Costume etc.
- d) Equipment rented, hired, leased or borrowed by or with authorisation from the Producer (but not belonging to the Crew Member).
- e) Negative film/static media.
- f) Vehicle, aircraft, watercraft, etc.
- g) International Travel & Medical Insurance.

37.3 It is advisable that the Crew Member should carry the following insurances:

- a) Public Liability.
- b) Box rental, own equipment and personal belongings.
- c) Private or Business vehicle insurance.

37.4 In addition, the Crew Member is responsible for:

- a) Any excesses on insurance claims caused by the adjudicated negligence of the Crew Member.
- b) Any lawful disclaimer of liability by an Insurer because of the unlawful act of a Crew Member.

37.5 Where the Crew Member is also an equipment rental service provider, they should carry insurance cover for that equipment. The rental service provider can charge a fee for the insurance cover and should advise the Production of any excess liability and conditions of excess liability.

37.6 If the Crew Member and/or their equipment is to enter potentially hazardous, dangerous or other activities specifically excluded from standard insurance policies the Crew Member must be responsible for notifying production of any additional insurance cover required, at which time (and by agreement between both parties) production becomes responsible for insurance cover including public liability, and equipment insurance.

37.7 Before the Crew Member enters potentially hazardous or dangerous activities they should assess the validity of their personal accident or life insurance.

37.8 Any Insurance cover specific to the production and provided and charged by the Crew Member, must be approved by the Producer or their duly authorised representative prior to the production.

37.9 International Travel and Medical Insurance (when working outside of New Zealand) as required by the producer, responsibility of insurance cover needs to be negotiated as to who will take out the policy, and to whom and what extent the cover applies.



ASSIGNMENTS

38. COMMON PRACTICE

- 38.1 It is common practice for the Production Company to be entitled to assign their rights to a third party without the Crew Members consent.
- 38.2 It is common practice for the Crew Member to transfer and assign to the Production Company all their moral and creative rights, for the payment of a fee.
- 38.3 It is common practice for the Crew Member not to be entitled to assign their obligations to a third party.

HEALTH AND SAFETY POLICIES

39. REQUIREMENT FOR HEALTH AND SAFETY POLICIES

- 39.1 Since the Health and Safety Act 2015 became law in April 2016 the “Code of Practice for Safety and Health in the New Zealand Film & Video Production Industry” has been replaced by the “ScreenSafe Health and Safety Guidelines”.
- 39.2 Every person is responsible for the health and safety of the workplace and every person should be familiar with the Guidelines, particularly Sections 1-4. Go to www.screensafe.co.nz to understand your obligations under the Health and Safety at Work Act 2015, and to ensure the New Zealand screen sector is a safer and healthier industry.
- 39.3 The Guidelines are for all persons and organisations that contribute to or are associated with screen production in New Zealand. This includes the organisations that supply studios, locations, materials, plant and equipment, production companies, agencies, funders, individual contractors and associations.
- 39.4 Your obligations are dependent upon the role you have in the project. The more senior your role, the more legal and leadership responsibility you will have for ensuring the safety of yourself and your work colleagues.
- 39.5 The scope is limited to work conducted in New Zealand and includes pre-production, production and post-production. It also applies to international productions while they are working in New Zealand. If an international production has not hired the services of a local Line Producer or local Production Company, it is strongly advised that they engage the services of a NZ Production Manager, a NZ accredited Safety Officer, a NZ 1st Assistant Director and a NZ Location Manager. Experienced individuals in these roles will ensure you fulfil your legal obligations in respect of health and safety.

40. HARASSMENT & DISCRIMINATION

- 40.1 All individuals have a legal right not to be harassed or discriminated against in any form including sex, age, race, religion, political belief, sexual orientation, family and marital status or disability.
- 40.2 Individuals have the responsibility to conduct themselves in an appropriate manner and not harass other persons.

40.3 A harassment or discrimination complaint should be made to an HOD, any Production Company-appointed harassment officer, the Production Company, the SIGANZ Inc or to the Human Rights Commission (www.hrc.co.nz)

41. SMOKE FREE POLICY

41.1 Every Production Company must by law have a written policy on smoking. This must at least include the requirements that smoking is not permitted in any common airspace and that everyone who does not smoke, or who does not wish anyone to smoke in their place of work, shall, so far as is reasonably practicable, be protected from tobacco smoke.

DISPUTE RESOLUTION

42. DISPUTE RESOLUTION

Should a grievance or contract dispute occur between a Crew Member and a Production Company or between two Crew Members, the following options for resolution are:

- a) The first step for dispute resolution would be to follow any process contained in a written agreement between the parties. If arbitration or mediation processes are agreed they must be followed – any court proceedings would be stayed if the parties had agreed mediation/arbitration.
 - b) If the parties agree that mediation is appropriate, they can request a neutral, independent industry member as mediator. Alternatively, the parties can appoint an independent professional mediation service.
 - c) If the parties agree that mediation is not appropriate, they can request arbitration, which is an established system of dispute resolution between commercial entities, and the decisions are recognised by the Courts and subject to judicial review.
- 42.1 The Disputes Tribunal provides an effective means of settling simple contract & financial disputes, such as unlawful deductions from or part payment of invoices and insurance claims disputes where the amounts involved are less than \$15,000 (or up to \$20,000 where both parties agree to submit to the Tribunal's jurisdiction).
www.justice.govt.nz/tribunals/disputes-tribunal
- 42.2 The District Court and the High Court are the most recognised legal dispute resolution system and the parties should discuss this option with their legal advisers.
- 42.3 The Employment Relations Authority www.era.govt.nz and the Employment Court are responsible for all disputes between employees/contractors/crew members and employers, and can resolve independent contractor/employee status issues.
- 42.4 The Human Rights Commission www.hrc.co.nz has dispute resolution processes for all forms of human rights discrimination and harassment including sex, age, race, religion, political belief and sexual orientation

APPENDIX

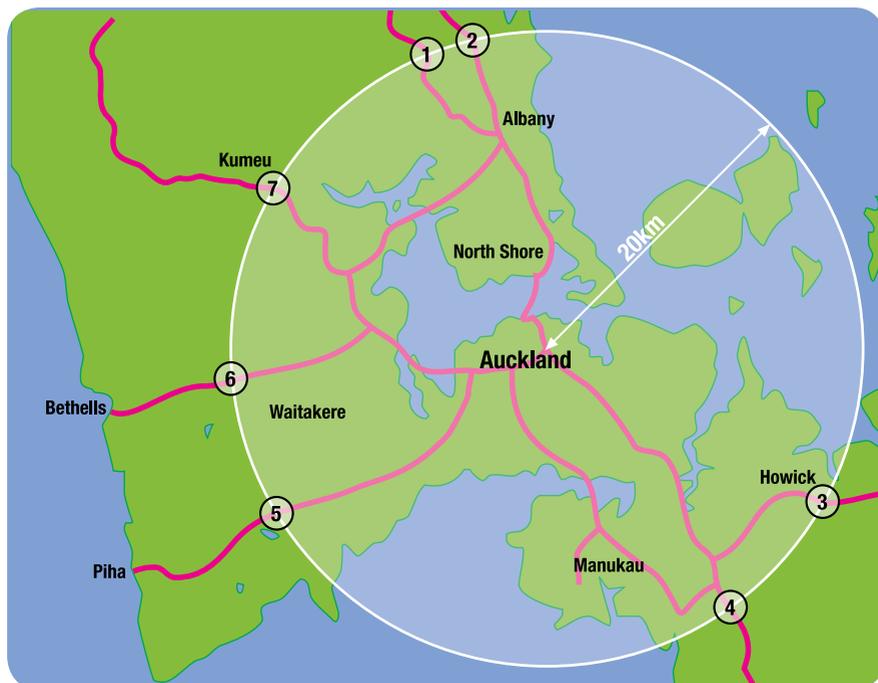
AUCKLAND TRAVEL ZONE

The Auckland Travel Zone is defined as a 20km radius circle around the Auckland Central Police Station at the corner of Cook Street and Mayoral Drive.

Major 20km radius borders:

1. SH1 North, Redvale, 4.2km after Oteha Valley Rd exit, (north bound)
2. SH17 North, Redvale, 0.2km after Durey Rd
3. SH5 East, Whitford Road, Whitford, 0.26km before Wades Rd
4. SH1, South, Manukau 0.7km after Manukau (Redoubt Rd) overbridge (south bound).
5. Piha Rd, 1.6km after Scenic Drive/Piha Rd intersection.
6. Te Henga Rd, 0.25km past Scenic Drive intersection.
7. SH16 West, Kumeu, at Access Rd intersection.

Note: Kumeu Studios is considered to be within the 20km zone.



WELLINGTON TRAVEL ZONE

The Wellington Travel Zone is a negotiated travel zone recognizing the geography of the region.

Major borders:

1. SH1 North, Plimerton, Vehicle Weigh Station north of Grays Road intersection
 - a) Hongoeka Bay Rd, Plimerton, 1km past Quarry
 - b) SH58, Paremata-Haywards Rd, 1km north of road
2. SH2, Western Hutt Rd at the Silverstream Bridge
3. Coast Rd, Wainuiomata at the Homedale sewerage treatment plant
 - a) Wainuiomata, all of Moores Valley Rd & Reservoir Rd are inside the zone
4. Muritai Rd, Eastbourne at the locked gate

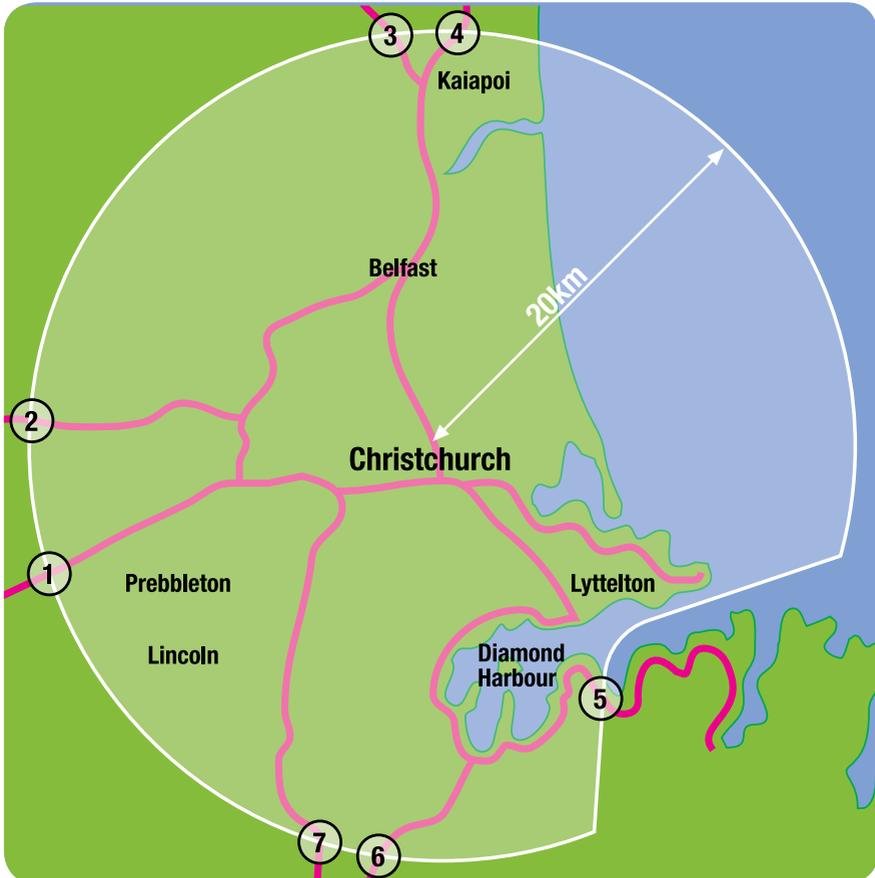


CHRISTCHURCH TRAVEL ZONE

The Christchurch travel zone is defined as a 20km radius circle around the Christchurch Central Police Station, 68 St Asaph Street. The zone excludes the Purau / Port Levy Road

Major 20km borders

1. SH1, Main South Rd, Rolleston, 1.5km past Weedons Rd intersection.
2. SH73, West Coast Rd, West Melton, 1.2km after Halkett Rd/Lawford Rd intersection
3. SH71, Lineside Rd between Kaiapoi & Rangiora, 0.25km after Bramleys Rd intersection.
4. SH1 North, Christchurch Northern Motoway, Kaiapoi/Woodend, 0.3km before Main North Rd intersection.
5. Diamond Harbour, intersection of Rawhiti St and Purau Avenue
6. Gebbies Pass Rd, 2.5 past Millers Rd intersection
7. SH75, Christchurch/Akaroa Rd, Langleydale, 0.5km after Ahuriri Rd intersection

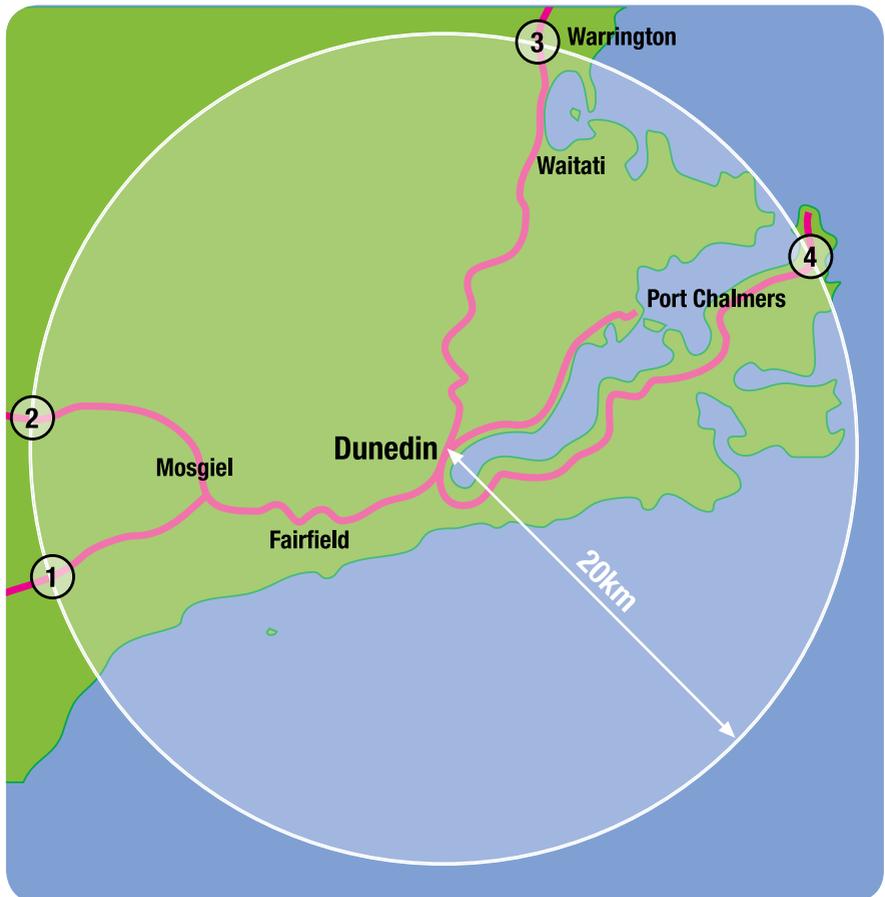


DUNEDIN TRAVEL ZONE

The Dunedin travel zone is defined as a 20km radius circle around the Dunedin Central Police Station at 25 Great King Street.

Major 20km borders

1. SH1 South, Allanton, 0.45km after Grey St intersection & 6.4km before Dunedin Airport.
2. SH87, Mosgiel/Outram Rd, 0.65km after Riverside Rd intersection
3. SH1 North, between Evansdale & Merton 0.2km after Wilson Rd intersection
4. Harrington Point Rd, Otago Peninsula, 2.4km after Pakihau Rd intersection





**SCREEN
INDUSTRY
GUILD
AOTEAROA
NEW ZEALAND INC**

The Screen Industry Guild Aotearoa New Zealand Incorporated
P.O. Box 68 294, Newton, Auckland 1145, New Zealand
Skype Phone: 098899522 • Email info@nztecho.com • www.nztecho.com