

SCREEN INDUSTRY WORKERS ACT 2022

**Have your say on your terms
and conditions of work**

QUICK GUIDE

EQUITY NEW ZEALAND THANKS THE SCREEN INDUSTRY GUILD OF AOTEAROA NEW ZEALAND (SIGANZ) & THE DIRECTORS AND EDITORS GUILD OF AOTEAROA NEW ZEALAND (DEGANZ) FOR GENEROUSLY SHARING THE INFORMATION BELOW.

Email: mail@actorsequity.org.nz

Instagram: [@equitynewzealand](https://www.instagram.com/equitynewzealand)



I. INTRODUCTION

With the Screen Industry Workers Act (SIWA) being passed, **Equity New Zealand will be negotiating a collective agreement** with the Screen Production and Development Association for all performers.

This collective bargaining will result in a baseline "collective contract" called an "**occupational contract**" covering all types of performance work in the screen sector and will set up:

- **terms of engagement**
- **working conditions**
- **minimum pay rates**

Any individual contract you receive cannot — with few exceptions — have any conditions that are below or less advantageous than what was collectively agreed.

You can and should negotiate any individual contract upwards from this baseline "occupational contract," based on what skills, experience or leverage you bring to that production.

The following occupational groups will be covered by collective contracts

- Composers
- Directors
- Game Developers
- Performers
- Writers
- Technicians (production)
- Technicians (post production)

RELEVANT TO EQUITY NEW ZEALAND MEMBERS:

Feature film (documentary and narrative), TV drama, Factual and Entertainment, and Advertising and Marketing content (under five minutes) are all covered under SIWA.

II. HAVE YOUR SAY

TELL US WHAT TO NEGOTIATE ON YOUR BEHALF

We need to know what you want and what you don't want in regard to **minimum rates and terms and conditions in your contract**, because they are going to be locked in place for a minimum of three years.

JOIN THE GUILD

The best way to do that is for every actor, extra, dancer, voice artist, narrator, stunt performer and body double in New Zealand to **be a member of Equity New Zealand**. This way, we can easily communicate with you, and you can easily communicate with us, throughout the whole process of preparing for negotiation, during negotiation, and after collective agreements are in place.

If you are a member of Equity New Zealand, we will step in for you, and stand up for you. We are a membership organisation and union that will represent our members to the best of our ability.

III. WHAT ELSE DOES SIWA DO?

KEY CHANGES TO INDIVIDUAL CONTRACTS

We are preparing for collective bargaining and a collective contract now. But what does SIWA do?

Additional Changes to Individual Contracts	
Good Faith	All parties negotiating an individual contract, or undergoing collective bargaining, or who are in a work relationship, must act in good faith . This means not misleading or deceiving one another, or doing anything that could mislead or deceive one another.

Additional Changes to Individual Contracts	
Contracts in Writing	<p>Engagers must ensure your individual contract is in writing.</p> <p>Before entering a new individual contract, engagers must:</p> <ul style="list-style-type: none"> • give you a copy; • give you reasonable time to seek independent advice and tell you that you can seek this advice; and • consider any issues you raise in good faith. <p>(these same rules apply if they wish to “vary” your contract)</p> <p>Once your contract is agreed, engagers must provide you a written copy “as soon as practicable”.</p>
Bullying, Discrimination, or Harassment	<p>Your contract, agreement, or other arrangement, must not prohibit you (or any person acting on your behalf) from raising complaints.</p> <p>Plus, your contract must contain a clear process for raising and resolving complaints about bullying, discrimination, or harassment.</p>
Dispute Resolution	<p>Your individual contract must include a clear process for raising and resolving disputes about your contract or workplace relationship.</p> <p>SIWA introduces a default dispute resolution system for resolving such disputes. Your contract must either use this default system, or another system agreed in your contract. If you can’t agree, the default system applies.</p>

Additional Changes to Individual Contracts	
Dispute Resolution (cont.)	For your added support, SIWA gives you the right to ask your worker organisation (e.g. Equity New Zealand) to act on your behalf for the purposes of resolving a dispute about your individual contract. Join Equity New Zealand here to access this support.
Employment Status	<p>SIWA keeps the ‘Hobbit law’, and extends it from film production workers to all “screen production workers”.</p> <p>In other words, it states that these workers cannot test their employment status – they are contractors and not employees unless their contract expressly states they are employees.</p> <p>So, if SIWA applies to you, then unless your contract says “employee”, you cannot claim to be one.</p>
Health and Safety and Anti - Discrimination	All individual contracts must contain a term saying that both parties will comply with the Health and Safety at Work Act and the Human Rights Act.
Termination Notice Periods and Compensation	Your individual contract must state what these are (if any).
Retaliatory Termination Prohibited	<p>Retaliatory contract termination is prohibited.</p> <p>This means you cannot be terminated for exercising any right or power in your contract, SIWA, or any other Act, and engagers face penalties if they do so.</p>

Additional Changes to Individual Contracts	
Retaliatory Termination Prohibited (cont.)	<p>That includes, but is not limited to, your rights to:</p> <ul style="list-style-type: none"> • negotiate your contract in good faith; or • raise a dispute about your contract or your workplace relationship; or • raise a complaint about bullying (or instruct someone to do this on your behalf); or • give information or evidence in relation to a complaint made by someone else (We hope this will help to support 'bystander intervention', improve support for complainants, and encourage everyone to regard harmful behaviours seriously); or • insist that any other of your rights or powers (conferred by your contract, or any other Act) be adhered to.

Penalties apply for breaches of these obligations.

SIWA still prohibits the right to strike (except for Health and Safety Reasons.)

IV. WHO IS COVERED BY SIWA?

SIWA applies to all "**screen production workers**".

This means you if:
<ul style="list-style-type: none"> • you're contributing to the creation of one of the following "screen productions" in New Zealand: <ul style="list-style-type: none"> - computer-generated games; - films; or - programmes - TV commercials (shorter than 5 mins)

This means you if:

and your screen production is not listed in the exclusions (below),*

and you are not one of these three excluded workers:

- volunteer;

- you provide “support services” only (e.g. legal, accounting, marketing, representation, or similar services that make a “peripheral contribution” to the creation of a screen production);

- you’re engaged to do the work by a person/company whose primary business isn’t contributing to the creation of screen productions.

your contract doesn’t say “**employee**”. (If it says you’re an employee, then SIWA does NOT apply to you).

*EXCLUDED PRODUCTIONS

- advertising programmes longer than 5 min
- live events
- recreation and leisure
- talk shows
- amateur productions
- music and dance
- religious
- training and instructional
- game shows
- news and current affairs
- sports
- variety shows

V. FIND OUT MORE

HOW THE COLLECTIVE CONTRACT IS NEGOTIATED

If you work on any screen production as any type of performer, then Equity New Zealand is going to negotiate the collective contract on your collective behalf, with engager organisations like SPADA.



Visit [our website](#) for more information.

Inquiries to mail@actorsequity.org.nz