SCREEN INDUSTRY WORKERS ACT 2022

QUICK GUIDE

DEGANZ THANKS THE SCREEN INDUSTRY GUILD OF AOTEAROA NEW ZEALAND (SIGANZ) AND WATTERSON ENTERTAINMENT & LEGAL FOR THE INFORMATION INCLUDED BELOW.

Changing how you have a say on your terms & conditions of work.

I. INTRODUCTION

With the Screen Industry Workers Act (SIWA) being passed, **DEGANZ will be seeking to negotiate collective agreements** with the Screen Production and Development Association for directors, editors and assistant editors.

This collective bargaining will result in a baseline "Collective Contract" called an **"Occupational Contract"** for designated **occupational groups*** that will set up:

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

Any individual contract you receive cannot — with few exceptions — present 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 talent, experience or leverage you bring to that production.

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The Following Occupational Groups will be covered by Collective Contracts

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

RELEVANT TO DEGANZ 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 director, editor, and assistant editor in New Zealand to **be a member of DEGANZ**. 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 DEGANZ, 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 working on collective bargaining and Collective Contracts 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.
Contracts in Writing	Engagers must **ensure** your individual contract **is in writing.** **Before** entering a new individual contract, engagers must: • 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. (these same rules apply if they wish to "vary" your contract) Once your contract is agreed, engagers **must** provide you a written copy "as soon as practicable".
Bullying, Discrimination, or Harassment	Your contract, agreement, or other arrangement, must not prohibit you (or **any** person acting on your behalf) from raising complaints. Plus, your contract **must contain a clear process** for raising and resolving **complaints** about **bullying, discrimination, or harassment.**

Dispute Resolution	Your individual contract **must include a clear process** for raising and resolving **disputes** about your contract or workplace relationship. 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. For your added support, SIWA gives you the **right to ask your worker organisation** (e.g. DEGANZ) to act on your behalf for the purposes of resolving a dispute about your individual contract. Join DEGANZ **here** to access this support.
Employment Status	SIWA keeps the 'Hobbit law', and extends it from film production workers to all "screen production workers". 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**. So, if SIWA applies to you, then unless your contract says "employee", you cannot claim to be one.
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	**Retaliatory** contract termination is prohibited. 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. That includes but is not limited to your rights to: • 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 eliminate 'bystander culture', 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:

- you're contributing to the creation of one of the following "screen productions" in New Zealand:
  - computer-generated games;
  - films; or
  - programmes
- and your screen production is not listed in the exclusions (below),*
- and you are not one of these three excluded workers:
  1. volunteer;
  2. 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);
  3. 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
- amateur productions
- game shows
- live events
- music and dance
- news and current affairs
- recreation and leisure
- religious
- sports
- talk shows
- training and instructional
- variety shows

V. FIND OUT MORE

HOW THE COLLECTIVE CONTRACTS ARE NEGOTIATED

If you work on screen productions as a director, editor, or assistant editor, then DEGANZ is going to negotiate the Collective Contract on your collective behalves, with engager organisations like SPADA.

Visit **our website** for further reading.

Inquiries to admin@deganz.co.nz