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**Endeavour Productions Limited Actors',
Actresses' and Related Performers' in Film,
Video and Sound Programmes – Collective
Agreement (Voluntary)**

Dated 8/4/82

Note: See clause 10 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Endeavour Productions Limited Actors', Actresses' and Related Performers' in Film, Video and Sound Programmes Dispute of Interest between the Actors', Variety and Performing Artists' Equity of New Zealand Industrial Union of Workers and Endeavour Productions Limited

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 8th day of April 1982

(L.S.)

N. P. Williamson, Judge

Sec 65

Form 5

Reg 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of Endeavour Productions Ltd Actors, Actresses & Related Performers in Film, Video & Sound Programmes dispute; between Actors, Variety and Performing Artists Equity of NZ Industrial Union of Workers; and Endeavour Productions Ltd.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of voluntary settlement arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Wellington this 29th day of March 1982.

On behalf of Actors, Variety & Performing Artists Equity of NZ Industrial Union of Workers, Trade Union Centre, Private Bag, Auckland.

James Moriarty, President
Graeme Whimp, Secretary

On behalf of Endeavour Productions Ltd, P.O. Box 2689, Wellington

John Barnett, Authorised Agent

**ENDEAVOUR PRODUCTIONS LTD ACTORS' ACTRESSES' AND
RELATED PERFORMERS IN FILM, VIDEO AND SOUND
AGREEMENT**

MATTERS NOT PROVIDED FOR

1. With the exception of the matters provided for specifically herein the terms and conditions of the New Zealand Actors', Actresses', and Related Performers (Commercial and Film Section) Award (hereinafter called the Award) from time to time in force shall apply.

WORKERS COVERED BY THIS AGREEMENT

2. In clause 1 (a) of the Award, delete "but not workers whose salary is at the rate of \$561 or more per week or \$51.06 per hour exclusive of travel allowance."

WORKING PERIODS

3. Workers shall be called, and payments shall be computed, in units of weeks, days, and in the case of extras only, half days; except that half day calls shall fall within the same periods 8.00 a.m. to 1.00 p.m., 12.00 noon to 6.00 p.m. and 5.00 p.m. to 12.00 midnight or shall be paid as a full day's call.

HOURS OF WORK

4. (a) The ordinary hours of work shall be up to eight per day within a shift of ten hours on any six days of the week. Work outside these hours shall be paid at overtime rates, i.e. time and one half for the first three hours and double time thereafter.

(b) Time occupied in travel from production office to location and back to production office, makeup and wardrobe calls, and cleaning up time, shall be deemed to be time worked.

(c) There shall be a gap of not less than 11 hours between the conclusion of work on one day and the first call of the next.

RATES OF PAY

5. Performers shall be paid not less than the following rates of wages:

	Per Week	Per Day	Per ½ Day
(a) Actors	680.00	155.00	
(b) Small Part Performers	300.00	100.00	
(c) Extras	220.00	50.00	25.00

Provided that extras shall be defined in the award and small part performers shall be performers playing a role of less than 30 words and one which is obviously a small part.

TRANSPORT AND ACCOMMODATION

6. (a) Where a worker is required to remain away from his or her normal residence overnight the company shall provide accommodation of not less a standard than is consistent with an Automobile Association four star rating, and two meals of a good standard daily at the accommodation sight or at a place convenient to the company and performers on each shooting day.

(b) (i) Transport from provided accommodation to production office or location shall be provided by the company.

(ii) Travel to and from the location at the start and finish of a contract is to count as time worked.

(c) Each worker accommodated by the company under clause (a) above shall receive \$90.00 per week or \$15.00 per day for extraordinary out of pocket expenses and the company shall not be responsible for any other personal expenses.

(d) The full appropriate wage shall be payable to any worker who is required to remain away from home on any day on which the worker was called for rehearsal or performance but not used.

(e) Air travel to and from home is to count as a half day worked for each direction, a total of one day except in cases where the performer works on the travelling day in which event the travelling time shall be time worked.

CANCELLATION

7. (a) In the event of a cancellation due to force majeure or other circumstances beyond the company's control, the worker concerned shall be paid for the work done.

(b) In the event of the cancellation by the company within 14 days of the commencement of the contract, the company shall be liable for the full payment to the workers concerned. Should cancellation occur more than 14 days but not less than 28 days before commencement of the contract, the company shall be liable for half the fee.

(c) In the event of cancellation by the worker the company shall not be liable for any payment other than for the work done.

(d) In the event of a cancellation due to personal accident or illness of a worker, the worker concerned shall be paid for the work done.

(e) In the event of a cancellation due to force majeure or other circumstances beyond the company's control, the worker(s) concerned shall be paid for the work done.

(f) In the event of cancellations other than for personal accident or illness, force majeure or other circumstances beyond the company's control, the following shall apply:

- (i) In the case of weekly workers, and a cancellation during the first week of employment, the worker shall receive an additional week's pay.
- (ii) In the case of cancellation in the final contracted week, the worker shall receive payment to the end of that week only.
- (iii) In the cases of daily workers, the company shall pay an additional two days pay beyond the day of cancellation, or the outstanding day in the case of the last contracted day being cancelled.

CROWDS

8. Where crowds are required other than extras, the company may enter into an agreement with a local organisation or body provided that a donation to a charity or service organisation agreed upon by the company and local organisation is paid.

LOCALITY AND INDUSTRY

9. This agreement shall apply to all actors, actresses and related performers in Film, Video or sound in the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury and Otago and Southland Industrial Districts.

TERM AND APPLICATION OF AGREEMENT

10. This agreement shall be deemed to have come into force on the 1st day of January 1982 and shall expire on the 1st day of January 1983.

On behalf of Actors, Variety and Performing Artists Equity of NZ Industrial Union of Workers, Trade Union Centre, Private Bag 5, Newton, Auckland.

James Moriarty, National President

Graeme Whimp, National Secretary

On behalf of Endeavour Productions Ltd, P.O. Box 2689, Wellington.

John Barnett, Authorised Agent

MEMORANDUM

This collective agreement incorporates the terms of Voluntary Settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

(L.S.)

N. P. Williamson, Judge