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

Dated 8/4/82

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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 Kiwi Film Productions 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 Kiwi Film 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 the 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 Kiwi Film 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 Kiwi Film 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 26 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 Kiwi Film Productions Ltd, P.O. Box 6698, Wellington.

Graeme Cowley, Authorised Agent

**KIWI FILM PRODUCTIONS LTD ACTORS, ACTRESSES &  
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 time 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 five 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, except in the case of four performers whose rate has been negotiated on the basis of a six day week.

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

(c) There shall be a gap of not less than 12 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 Half Day
(a) Actors .....	\$498.75	\$152.55	
(b) Small part performers .....	\$215.25	\$ 95.17	
(c) Extras .....	\$162.75	\$ 50.40	\$25.20

Provided that:

1. Extras may be engaged en masse for crowd scenes.

2. Children under 16 years will be remunerated at the appropriate rate for the part they play.

**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 a standard consistent with an Automobile Association four star rating, laundry costs and three meals of a good standard daily at the accommodation site or at a place convenient to the company and performers.

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

(ii) Travel time to the production office is to count as time worked except where a worker normally resides less than 50 kilometres from the production office. In that case the extra time and expenses are his own responsibility. However, should the worker normally reside more than 50 kilometres from the reporting place of the company then the first part of this sub-clause shall apply and the reference to "provided accommodation" shall read "residence".

(iii) Air travel to and from Wellington at the start and finish of a contract 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. All other air travel to be within working hours.

(c) Each worker accommodated by the company under clause (a) above shall receive \$5.00 per day for extraordinary out of pocket expenses and the company shall not be responsible for any other personal expenses.

### CANCELLATION

7. (a) 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.

(b) 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.

(c) 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 case 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.

### POSTPONEMENT

8. (a) Any call may be postponed by the company for a period not exceeding 24 hours without any payment to the worker.

(b) Where a call is postponed within 24 hours of the time stipulated (except where clause (a) above applies) the worker shall be entitled to one-quarter of the minimum call rate.

(c) Where a call is postponed by the company outside 24 hours of the time stipulated the worker shall not be entitled to any fee or other compensation in respect of the postponed call.

### LOCALITY AND INDUSTRY

9. This agreement shall apply to all actors, actresses and related performers in sound, film or video 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 21st day of September 1981 and shall expire on the 20th day of September 1982. This agreement was negotiated having regard to the particular circumstances of the "Carry Me Back" production and its terms are not to be regarded as being necessarily applicable to other feature film productions.

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

James Moriarty, National President  
Graeme Whimp, National Secretary

On behalf of Kiwi Film Productions Ltd, P.O. Box 6698, Wellington.

Graeme Cowley, 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