

The Blue Book

The Code of Practice for the Engagement of Crew

**The New Zealand Film & Video Technicians Guild (Inc)
The Screen Production and Development Association (Inc)**

February 2004 Edition

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

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Introduction

This book has been produced by the NZF&VTG & SPADA to provide a reference document of best-practice processes for the engagement of crew in the New Zealand screen production industry. It replaces the Guidelines For The Engagement of Crew published in 1995 by the NZF&VTG and SPADA's forerunner, the IPDG.

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

The Blue Book covers all forms of screen production including broadcast, factual and documentary, 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 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.

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Definitions

- **Surcharge:** An additional charge to the basic rate, (e.g.: Turnaround or After Midnight).
- **Overtime:** A penalty charge which multiplies the basic hourly rate for hours in excess of the basic day.
- **First Call** The time at which an individual 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 filming call such as early makeup, lighting or camera call).
- **Production Call** The time at which the producer or first assistant director nominates as the start of daily production.
- **Production Wrap** The time at which the producer or first assistant director ceases daily production.
- **Last Wrap** The time at which an individual ceases to perform duties for the production (e.g: drivers dropping off of equipment or personnel, finish of driving of production specific vehicles, finish of 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 (filming) period is 12 days or less (2 working weeks or less).
- **Long term engagement** Any engagement where the production (filming) period is more than 12 consecutive days. (Longer than 2 working weeks).
- **Day Off** An unpaid scheduled period usually at the end of the working week intended for rest, of at least 24 hours plus 10 hours turnaround.

Services To Be Provided

1. Obligations

1.1 Production Company: The production company shall endeavour to accurately advise crew members of a commencement and finish date, and if possible, by reference to:

- (a) name of production company
- (b) nature of production (TVC, documentary, etc)
- (c) location
- (d) crew position
- (e) pre-production dates
- (f) shoot dates
- (g) post-production dates
- (h) contingency requirements
- (i) weather hold
- (j) hiatus or stand down

1.2 Crew: The crew member's services are to include all services usually and customarily rendered by persons in their role in the New Zealand Film and Television Industry and:

- (a) To present him/herself at times mutually agreed with the production company, and to immediately inform the production company of non-availability due to sickness or an accident or the like.
- (b) Not to engage in any other film or video 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 company's consent. This does not preclude the crew member seeking professional advice regarding contract issues.
- (d) To advise the production company of any damage to hired locations, facilities or vehicles as soon as practicable.
- (e) Not to pledge or charge any item to the production company unless prior authorisation from the producer has been obtained.
- (f) To be liable for personal expenses & expenses which occur at the risk of the crew member e.g. parking and speeding offences and the like.

Booking System

2. Types of Booking

- 2.1 A Confirmed Booking is a production company making a commitment to use a crew member's 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 hold) bookings.
- 2.2 A Pencil (or Hold) Booking is an acknowledgment of the production company's intention to use the crew member's services, and an acknowledgment by the crew member of their availability for work on the proposed date/s.
- 2.3 A Second (or subsequent) Pencil Booking may be made by another production company with the understanding that the crew member has an existing pencil booking for part or all of the 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: Alterations To Engagements.
- 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 start of the engagement. At this time the producer can extend the Pencil Booking 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 request by a crew member.
- 3.3 If a crew member has more than one Pencil Booking, then each production company has 24 hours to "confirm or release" in order of priority.
- 3.4 A production company requesting a "confirm or release" is responsible from the time of their confirmation, for any cancellation fees, should they subsequently cancel the booking.
- 3.5 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.

Alterations to Engagement

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

4. Postponement of short-term confirmed engagements

- 4.1 A short-term engagement can be postponed with a minimum 24 hours notice prior to commencement of the engagement without incurring cancellation fees, provided the crew member is available.
- 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.
- 4.4 If the crew member advised the production company in writing 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.
 - (ii) the crew member 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
- (c) 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.
- (d) The above cancellation fees are incurred as per the long-term cancellation scale in section 7.3.

6. Suspension

- 6.1 The production company may suspend the engagement without penalty for reasons beyond the control of the production company such as force majeure / acts of god (but excluding financial reasons and the non-availability of cast, crew or equipment).

7. Cancellation of engagement

This is a guide to common practice cancellation procedures for individual crew members, which should be negotiated in good faith.

- 7.1 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.
- 7.2 For short term bookings (less than 2 working weeks), if a confirmed booking is cancelled with less than 7 days notice then a cancellation fee can be charged on the basis of a percentage of daily rate for each day cancelled, up to a maximum of 7 days and dependent on the number of days notice.

# of days notice of cancellation	1	2	3	4	5	6	7	8
% of daily rate per day cancelled	100	100	100	60	60	60	60	N/C

For example: A six day confirmed booking cancelled with five days notice would be charged at 1st day @ 60%, 2nd day @ 60%, 3rd day @ 60%. There would be no charge for 4th to 6th day as they extend beyond the scale.

Confirmed Canceled Days					1	2	3	4	5	6
# of days notice of cancellation					5					
% of rate per day cancelled	100	100	100	60	60	60	60	N/C	N/C	N/C

7.3 For Long-Term Bookings (2 working weeks or longer), if a confirmed booking is cancelled with less than 1 weeks' notice, then a cancellation fee one week may be charged.

# of days notice of cancellation	1	2	3	4	5	6	7	8
% of weekly rate	100	100	100	100	100	100	100	0

For example: A 3 week confirmed booking cancelled with 5 days' notice would be charged at one week's fees. The fee would never exceed one week's 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 company and the contractor or
- (b) under the Contractual Remedies Act 1977 or
- (c) by mutual agreement of the 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 mutual 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.
- (d) Events such as theft, willful 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 due to reasons such as breaches of safety & health issues, discrimination, or if the contract becomes legally 'frustrated' or impossible to perform then they can pursue additional remedies by the processes set out in section 40.

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 member's 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 stand-by day is considered a confirmed booking and a full day's rate will be charged for each stand-by day and standard cancellation fees will apply subject to the following:
- 10.2 If the crew member is released from stand-by less than 24 hours before or up to five hours after the individual crew member's start time (first call), a half day's rate (60%) is chargeable.
- 10.3 A stand-by day can be postponed (but not cancelled) with more than 24 hours' notice prior to the individual crew member's 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 @ 7.2.

- 10.5 If the crew member receives another confirmed booking for the stand-by day within 48 hours of the stand-by day, immediate re-confirmation or release is required. If the stand-by day is reconfirmed, the day can only be released or postponed with full cancellation fees payable.
- 10.6 A stand-by day can be negotiated in advance (ie, 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” 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 for the weather hold day/s, the 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 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 / days is released more than 12 hours before estimated crew call, then the day will not be charged.

Duration of Working Day & Week

This section is divided into two categories:

- Short term engagement – Any engagement where the production (filming) period is 12 days or less (2 working weeks or less).
e.g. TVC's, Broadcast, Documentaries and other short term work
- Long term engagement – engagement where the production (filming) period is more than 12 consecutive days (longer than 2 working weeks).
e.g. Feature Films, Television Drama and other long term productions

12. Standard Days - Short Term Engagements

- 12.1 A standard working day shall consist of 10 hours (including 45 minutes paid meal break) from the individual crew member's first call to individual 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 member's daily rate.
- 12.3 A half day booking cannot be expected to proceed beyond 5 hours as the crew member can accept a second half day booking on the same day.
- 12.4 Hours worked in excess of the standard working days in prep, travel & and wrap should be negotiated between the crew member and the producer.

13. Overtime - Short Term Engagements

- 13.1 All time worked in excess of 10 hours (including a 45 minute paid meal break) on a production (filming) day is paid as overtime.
- 13.2 In the interests of Health and Safety the maximum recommended duration of a scheduled shooting day is 12 hours including 45 minutes paid lunch.
- 13.3 The production should not request and the crew member should not agree to overtime beyond the 14th hour without considering the implications of stress and fatigue to the crew member.
- 13.4 The producer will endeavour to notify each crew member in advance of the commencement of the engagement of the potential for time to be worked in excess of 10 hours.

13.5 Overtime penalties:

- (a) Overtime penalties apply as described in the following scale, irrespective of the length of the working day:

11th & 12th hours	T1.5
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 on the daily call sheet (issued the previous day) of any “must wrap” locations so that crew can make allowances for any unscheduled overtime required to complete work at that location.
- (g) 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.

14. Broken Days - Short Term Engagements

14. 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 member’s pay for that day to less than the crew member’s 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 production (filming) days and any number of non-production (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 production (filming) day has already been paid at T2.

- 15.3 A 7th production (filming) day 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 production (filming) 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 should be paid at T1. Travel on a 7th day should be by the fastest practicable means available and allow crew members a reasonable rest period.
- 15.5 Reference should be made to the off-duty rest periods required for truck drivers noted in section 23.

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 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 Production (filming) work on a 7th day – see 15.3
- 16.3 A scheduled day off can be shifted by agreement with the crew and with notification by at least the previous day.

17. Standard Day – Long Term Engagements.

Long term engagement – Any engagement where the production (filming) period is more than 12 consecutive days (longer than 2 working weeks).
e.g.: Feature Films, Television Drama and other long term productions.

- 17.1 There are two standard long term day models:

Model A:

- (a) A standard day of 10 hours (plus a 45 minute unpaid meal break) from the individual crew member’s first call to individual crew member’s last wrap.
- (b) Overtime penalties apply:

11th & 12th hours	T1.5
13th hour and beyond	T2.0

Model B:

(a) A standard day of 11.25 hours (plus a 45 minute unpaid meal break) from the individual crew member's first call to individual crew member's last wrap.

(b) Overtime penalties apply:

13th hour and beyond T2.0
(after 11.25 hours worked and 45 minutes unpaid meal break)

17.2 Where the crew member is required to commence duties before crew call (such as pick up personnel, or equipment or commence prep), first call is deemed to be at the commencement of duties. The same principle applies to duties after crew wrap.

17.3 In the interests of Health and Safety the maximum recommended duration of a scheduled shooting day is 11.25 hours plus 45 minutes lunch.

17.4 The production should not request and the crew member should not agree to overtime beyond the 14th hour without considering the implications of stress and fatigue to the crew member.

17.5 Overtime is charged in 15-minute increments.

17.6 Overtime shall be by prior agreement with each crew member and will be reasonable and requested as early as possible.

17.7 The production has the reasonable right to complete the last set-up in progress at scheduled wrap.

18. Working Week – Long Term Engagement

18.1 A standard long term working week is:

(a) 5 consecutive days followed by 2 consecutive days off.
(Recommended for home based shoots; TV Drama, Feature Films) or

(b) 6 consecutive days followed by 1 day off.
(Recommended for away shoots - when the crew member is being accommodated away from the crew member's town of residence & Movies of the Week (MOW's)

18.2 The maximum recommended scheduled long term working week:

(a) Home based shoots (5 x 11.25 hour day weeks) = 60 hours

(b) Away Shoots & MOW's (6 x 11.25 hour day weeks) = 72 hours

19. Days Off - Long Term Engagements.

- 19.1 Days off are the 6th & 7th days after a 5 day working week or 7th day after a 6 day working week.
- 19.2 The minimum duration of a day or days off is 24 hours per day (+ 10 hours turnaround).
- 19.3 Changes to scheduled days off shall be by prior agreement with crew members.
- 19.4 In out of town locations, a scheduled day off can be shifted by agreement with the crew and with notification by at least the previous day.
- 19.5 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).

Public Holidays

20.1 The Statutory public holidays (for employees) in New Zealand are:

New Year's Day, New Year's Holiday, Waitangi Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and regional anniversary holidays.

20.2 There is no legal requirement for producers & contractors to observe statutory public holidays.

20.3 The recognised screen production industry public holidays are:

Christmas Day, New Year's Day, Waitangi Day, Easter Friday, Easter Monday, Labour Day,

20.4 Producers and crew members can negotiate a penalty to be paid on the above days (20.3). The penalty is usually paid at 1 hours extra payment for each hour worked.

20.5 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.

20.6 Long term engagements should take every effort to incorporate public holidays in rest and / or hiatus breaks.

21. Turnaround Calculation

- 21.1 Turnaround is the rest period between individual crew member's last wrap & the individual crew member's first call.
- 21.2 Turnaround is a minimum of 10 hours.
- 21.3 Turnaround over days off is a minimum of 10 hours, plus 24 hours for each day off (ie 24 + 10, 48 + 10)
- 21.4 The 10 hour turnaround does not apply after more than 2 days break. However, the late finish penalty does apply on short term engagements (section 25.)
- 21.5 Turnaround is calculated door-to-door when being accommodated away from the crew member's town of residence.
- 21.6 Turnaround is calculated from the centre of the travel zone when working outside the zone.

22. Processes and Penalties

- 22.1 The turnaround penalty surcharge payment is 1 extra hour payment for each hour of infringement, for the first 2 hours.
- 22.2 For more than 2 hours infringement, the penalty surcharge is 2 extra hours payment for each hour of infringement over 2 hours.
- 22.3 Turnaround penalty payments are in addition to any other penalty and are charged in 15-minute increments.
- 22.4 Crew members must advise the production of any previous or following booking which will reduce the crew member's turnaround.
- 22.5 Crew members may be liable for replacement (cover) crew if they have knowingly taken separate bookings with less than a 10 hour break between.
- 22.6 The previous production may be liable for replacement (cover) crew if they knowingly break a crew members turnaround.
- 22.7 If the production has negotiated 'free' work time (e.g.: prep, wrap & travel), this time must be excluded from the 10 hour turnaround period.
- 22.8 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.

23. Truck & Transport Service Driving

- 23.1 In accordance with the Transport Amendment Act 1989, productions & crew must abide by the turnaround (rest period) required by law for heavy motor vehicles and transport service vehicles drivers.
- 23.2 Driving hours apply to the driver of any heavy motor vehicle (weighing more 3500 kg) or any vehicle being used in a transport service.
- 23.3 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 9 hours 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 has to be counted from the last minimum 24-hour off-duty period.

23.4 Truck drivers' / operators' responsibility:

Truck drivers and / or operators who accept separate bookings which precludes the 10 hour turnaround and / or exceeds the 14 hour on duty (excluding meal breaks) time and / or exceeds the 70 hours weekly on duty time, are liable for any swing driver and travel arrangements for vehicles and drivers who are booked on the following day.

23.5 Producers responsibility:

- (a) Productions which preclude 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 are liable for any swing driver and travel arrangements for vehicles and drivers who are working on the same production.
- (b) Productions with unscheduled overtime which precludes the 10 hour turnaround and / or exceeds the 14 hour on duty time and / or exceeds the weekly 70 hours weekly on duty time, are liable for any swing driver and travel arrangements for vehicles and drivers who are booked on a subsequent production the following day.

24. Early Starts / Late Finishes (Short Term Engagements Only)

Late Finish

A late finish penalty is charged for work after 24-00 hours (midnight) on the crew member's last day of engagement, as the crew member is limited or unable to accept a booking on the following day because of the 10 hours of rest required.

- 24.1 If any engagement terminates (last day of production) after 24-00 hours, an additional surcharge of 1 hour (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.
- 24.2 An engagement of less than 5 working days which is broken by a day or more and then recommenced is considered two separate bookings and thus the late finish penalty would apply to both engagements.
- 24.3 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.
- 24.4 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

- 24.5 Where any booking starts (first day of production) before 4 am then an additional surcharge of 1 hour (in 15-minute increments) will be incurred, for each hour worked before 4 am on that morning only.
- 24.6 The producer will endeavour to notify each crew member in advance of the commencement of the engagement of the potential for any early starts before 6am.
- 24.7 The crew member is recommended not to accept work on the day before the engagement which will break their turnaround.

Meals & Refreshments

25. Meal Breaks

- 25.1 Meals and refreshments are normally supplied by the production.
- 25.2 If an early call or broken turnaround makes it unreasonable or impracticable for the crew 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).
- 25.3 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 a majority crew call and special arrangements should be made for other crew.
- 25.4 The production company can, within reason, complete the setup in progress before a meal break is called.
- 25.5 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 call.
- 25.6 If a 1st meal break shorter than 45 minutes is required it shall only be by agreement with each crew member.
- 25.7 Producers should ensure that a substantial catered snack (in the hand) is available to all crew within 7 hours of completion of the first meal break.

26. Refreshments & Craft Services.

- 26.1 Refreshments shall be continuously available throughout the day.
- 26.2 On long term productions, an afternoon break of 15 minutes is recommended on any days longer than 10 hours.
- 26.3 All crew will be provided with reasonable opportunities during production to access toilet and craft services.

27 Travel Zone

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, 27.2, 27.3 & 28.1, is in the crew members own time and unpaid.

- 27.1 A travel zone is defined as a 20km radius circular zone centered around the Central Police Stations in Auckland, Christchurch and Dunedin. In Wellington, an alternative geographical zone is defined.
- 27.2 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.
- 27.3 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.
- 27.4 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).
- 27.5 Travel time is calculated door to door or an agreed central accommodation location when being accommodated away from the crew member's town of residence.
- 27.6 When a production company negotiates 'free' travel time, this time must be excluded from the 10-hour turnaround period.
- 27.7 Common Practice: Unless otherwise negotiated, the travel zone above does not apply in Queenstown (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 CPS or from first pickup and / or to last drop off.

28 International Travel

- 28.1 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 the latter. International travel days which involve equipment prep & wrap, location recce's, production meetings etc, should be regarded as standard production days.
- 28.2 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 rate increments apply.
- 28.3 All overseas travel requires reasonable rest and jet lag recovery time before commencing work.

Fees & Expenses

29 Services

- 29.1 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.
- 29.2 Payment to contractors & companies is 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.
- 29.3 For offshore productions, payment may be requested in advance or on completion of the production.
- 29.4 Payment to contractors for labour is subject to withholding tax deductions by the producer (unless a current withholding tax exemption certificate is presented).
- 29.5 Payment to companies for labour is not subject to withholding tax deductions by the producer.
- 29.6 A late payment penalty may be applied but payment due date and any penalty rate must be stated on the original invoice
- 29.7 On long term productions it is common practice for invoices to be supported by a time sheet.

30 Day Player Engagements

- 30.1 Crew members who are working for short engagements on long term productions should clarify the rates and conditions in advance of accepting work.

31. Production Expenses

- 31.1 The crew member must obtain prior authorisation from the producer before charging for expenses incurred on behalf of the production.
- 31.2 The crew member is liable for personal expenses & expenses which occur at the risk of the crew member e.g. parking and speeding offences and the like.

32. Travel Expenses: Accommodation and Per Diems

- 32.1 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.
- 32.2 Per diems may be paid in lieu of all or some of the above.
- 32.3 Per diems must adequately reflect the actual cost of food and services.
- 32.4 Industry common practice is for the accommodation to be paid directly by the production company.
- 32.5 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 is declared as gross income and the daily allowance is claimed as an expense on end of year tax records.

33. Cost of Out of Town Travel Expenses

- 33.1 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.

34. Local Travel Expenses

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

- 34.1 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.
- 34.2 Travel expenses will be charged between the location of first call and any **subsequent locations**. (whether inside or outside the travel zone).
- 34.3 Alternatively the production can provide transport.
- 34.4 The Automobile Association publishes information of the operating costs of motor vehicles.

35. Insurance

- 35.1 The parties should discuss arrangements for appropriate domestic and / or international insurance cover and provide written confirmation when requested.
- 35.2 It is advisable that the production should carry the following insurances:
- (a) General film risks
 - (b) Public Liability
 - (c) Props, sets, wardrobe 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
 - (f) Vehicle, aircraft, watercraft, etc.
 - (g) International travel & medical insurance
- 35.3 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
- 35.4 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 as a result of the unlawful act of a crew member
- 35.5 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.
- 35.6 If the crew member and / or their equipment is to enter potentially hazardous or dangerous activities specifically excluded from standard insurance policies the production is responsible for insurance cover including public liability, and equipment.
- 35.7 Before the crew member enters potentially hazardous or dangerous activities they should assess the validity of their personal accident or life insurance.
- 35.8 Any insurance cover specific to the production and provided and charged by the crew member, must be approved by the producer prior to the production.

36 Common Practice

- 36.1 It is common practice for the production company to be entitled to assign their rights to a third party without the crew member's consent.
- 36.2 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.
- 36.3 It is common practice for the crew member not to be entitled to assign their obligations to a third party.

37. Requirement for Policies

- 37.1 All production companies & independent contractors must have their own Health & Safety Policy which should include:
- (a) Duties under the Health and Safety in Employment Act 1992 and its amendments
 - (b) Harassment & discrimination policy
 - (c) Smoke Free policy
 - (d) Production company obligations
 - (e) Crew members obligations
 - (f) Accident reporting
 - (g) Emergency & first aid procedures
- 37.2 The screen production industry standard policy is the Code of Practice for Safety and Health in the New Zealand Film & Video Production Industry published by the NZF&VTG
- 37.3 It is recommended that all independent contractors should use the Code of Practice for Safety and Health as their individual health and safety policy.

38. Harassment & Discrimination

- 38.1 All individuals have a legal right not to be harassed or discriminated against in any form including sex, age, race and religion, political belief, sexual orientation, family and marital status and disability
- 38.2 Individuals have the responsibility to conduct themselves in an appropriate manner and not harass other persons.
- 38.3 A harassment or discrimination complaint should be made to an HOD, any production company-appointed harassment officer, the production company, the NZF&VTG or to the Human Rights Commission

39. Smoke Free Policy

- 39.1 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

40. 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:

- 40.1 In the first instance, the parties should attempt to seek a resolution by direct negotiation. The parties may request an observer or legal representative present at any negotiations.
- 40.2 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.
- 40.3 If the parties agree that mediation is 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.
- 40.4 The Small Claims Court 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 \$7,500, or up to \$12,000 where both parties agree to submit to the Tribunal's jurisdiction.
- 40.5 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.
- 40.6 The Employment Relationship Authority and the Employment Court are responsible for all disputes between employees and employers and can resolve independent contractor / employee status issues.
- 40.7 The Human Rights Commission has dispute resolution processes for all forms of human rights discrimination and harassment including sex, age, race, religion, political belief and sexual orientation.

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, 0.1km before Access Rd

Wellington Travel Zone

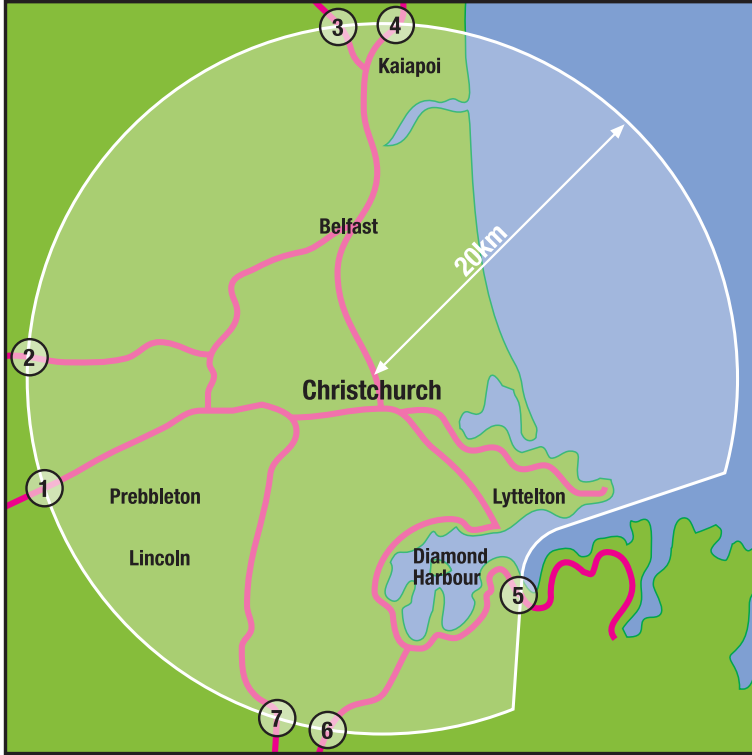


The Wellington Travel Zone is a negotiated travel zone recognizing the geography of the region.

Major borders:

- ① SH1 North, Plimerton, Vehicle Weigh Station north of Grays Road intersection
- ①(a) Hongoeka Bay Rd, Plimerton, 1km past Quarry
- ①(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
- ③(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, Hereford 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, 1.2 km after Halkett Rd / Lawford Rd intersection
- ③ SH71, Lineside Rd between Kaiapoi & Rangiora, 0.25km after Bramleys Rd intersection
- ④ SH1 North, Christchurch Northern Motorway, Kaiapoi / Woodend, 0.3km before Main North Rd intersection
- ⑤ Diamond Harbour, intersection of Rawhiti St and Purau Avenue
- ⑥ Gebbies Pass Rd, 2.5km 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 & 6.4 km 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
- ③(a) Coast Rd, Warrington, 0.3km after Reservoir Rd intersection
- ④ Harrington Point Rd, Otago Peninsula, 2.4km after Pakihau Rd intersection

