



Individual contracts under the Screen Industry Workers Act 2022

→ A guide to the new requirements for individual contracts between engagers and screen production workers

What is the Screen Industry Workers Act?

The Screen Industry Workers Act 2022 gives paid contractors who work in the screen industry new rights and protections, and provides a framework to enable screen industry worker organisations and engagers to bargain collectively.

You can learn more about the Act and who is covered at employment.govt.nz/screen-industry-work-covered.

New mandatory terms for individual contracts

Under the Act, all individual contracts with workers must be in writing, include certain mandatory terms, and comply with any applicable collective contract.

Contracts entered into before 30 December 2022 have until 30 December 2023 to be updated with the below mandatory terms.

Note: If a contract between a writer and an engager was entered into before 30 December 2017 and includes intellectual property terms relating to a screen production, this contract does not need to be amended to include the new mandatory terms.

All individual contracts must now include:

- › A requirement for the worker and engager to comply with the Health and Safety at Work Act 2015 and the Human Rights Act 1993.
- › A plain language explanation of:
 - how the worker can make a complaint about bullying, discrimination, or harassment, how the engager will respond to the complaint, and that this complaint process will not prevent the worker from making a complaint under any other Act.
 - the process to resolve any dispute.
- › A term about the termination of the contract:
 - stating whether parties need to give each other notice to terminate the contract, and if so, how much notice must be given, and

- express whether compensation is payable to a worker if the engager terminates the contract, and if so, what that compensation is.

New process for entering into or changing individual contracts

If you're proposing to enter into or change an individual contract you must:

1. Give the worker a copy of the proposed contract.
2. Tell the worker they can seek independent advice and provide the worker reasonable opportunity to seek that advice.
3. Consider any issues raised by the worker and respond in good faith.

Once the contract is entered into or changed, the worker must be given a copy of the contract as soon as practicable.

Collective contracts

Collective contracts are deemed to be part of workers' individual contracts from the date the collective contract comes into force. More favourable terms for workers in collective contracts automatically apply to individual contracts.

This means individual contracts made before a collective contract comes into force do not need to be amended to reflect any more favourable terms in the collective contract. However, for individual contracts made after a collective contract is in force, you must ensure there are no terms that are less favourable to the worker than those in the collective contract.

Occupational contracts can require that certain terms must be included in individual contracts covered by the occupational contract. If this is the case, the worker's individual contract must include any terms that the occupational contract says must be included in the individual contract.

You can learn more about contracts at employment.govt.nz/screen-industry-protections

