The New Zealand Archive of Film, Television and Sound

Ngā Taonga Sound & Vision

COLLECTIVE AGREEMENT

Term: 3 September 2026

to 1 May 2029

NGĀ TAONGA
SOUND & VISION

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The New Zealand Archive of Film, Television and Sound

Collective Agreement

AGREEMENT FORMALITIES

1. INTENT

1.1. This is a Collective Agreement pursuant to Part 5 of the Employment Relations Act 2000. In reaching this agreement the parties acknowledge:

- the objects of the Act as expressed in Part 1
- the interests that they and kaimahi have in:
  - Ngā Taonga being effective kaitiaki of New Zealand's audiovisual heritage
  - providing a safe, productive and harmonious workplace where kaimahi are able to contribute fully to Ngā Taonga, feel valued, respected and be treated fairly.

2. PARTIES TO AGREEMENT

2.1. The parties to this Agreement are:

- The New Zealand Archive of Film, Television and Sound – Ngā Taonga Whitiahua me Ngā Taonga Korero (“Ngā Taonga”, "the Archive", "the employer", "Ngā Taonga Sound & Vision"), 2 Aitken Street, Box 11449, Wellington 6142, and;
- The New Zealand Public Service Association – Te Pukenga Here Tikanga Mahi Incorporated ("the PSA", "the union"), 11 Aurora Terrace, P 0 Box 3817, Wellington.

3. STATEMENT OF THE PARTIES

3.1. The parties agree to fully observe the terms and conditions of this Agreement and will not do anything in contravention of its provisions. In doing so, the parties will give each other the fullest co-operation to the end that harmonious industrial relations shall be maintained.

3.2. The parties agree to upholding the Ngā Taonga commitment to Te Tiriti o Waitangi / the Treaty of Waitangi and bi-cultural practice in accordance with its Kaupapa and Constitution.

4. TERM OF AGREEMENT

4.1. This Agreement will come into effect from 3 September 2026 and, subject to any earlier event-based expiry as provided below, will continue in force until 1 May 2029. The parties will meet in May 2027 to negotiate remuneration rates for the July 2027 to June 2028 Financial Year and in May 2028 to negotiate remuneration rates for the July 2028 to June 2029 Financial Year. Should these reviews result in changes to this clause, these will be recorded as a variation in accordance with clause 6 of this Agreement.

4.2. The parties agree to act in good faith in this process. Should the PSA not be satisfied with the outcome of these negotiations, it may give Ngā Taonga 60 days’ written notice of the expiration of this Agreement.

5. APPLICATION OF AGREEMENT

5.1. Coverage

All kaimahi of Ngā Taonga Sound & Vision who are or become members of the PSA are covered by this Agreement, except holders of the positions listed below:

- Chief Executive
- Leadership Team
- Financial Controller
- Human Resources positions

5.2. New Kaimahi

New kaimahi (who are not members of the union and who are employed in roles within coverage of this Agreement) will be employed on the same terms and conditions as set out in this Agreement, and any additional individual terms agreed with them, for the first 30 days of their employment with Ngā Taonga. Ngā Taonga will also provide a time in new kaimahi induction process to meet with a PSA delegate.

5.3. Existing Kaimahi on Individual Employment Agreements

Existing kaimahi who are covered by the application of clause 5.1 of this Agreement may become union members at any time. Kaimahi shall, from the date of becoming a union member, be bound by all benefits and obligations relating to kaimahi under this Agreement.

5.4. Savings

Except as specifically varied by this agreement, nothing in this agreement shall operate to reduce the wages and conditions of employment, as they apply to any worker at the date of this agreement coming into force.

6. VARIATIONS

6.1. The provisions of this Agreement may be varied at any time by written agreement between the parties. When a proposal is made to vary this Agreement, the PSA will advise Ngā Taonga of the ratification procedure, which will take place among those kaimahi directly affected by a particular proposal.

6.2. For the purpose of this clause the phrase "directly affected" means only those kaimahi whose terms or conditions of employment will be altered as a result of the proposed variation.

6.3. Any variation to this agreement must be recorded in writing.

7. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

Act:	Employment Relations Act 2000 and its amendments.
Casual:	Casual employees are engaged to work on an “as and when required” basis. Casual employees have no expectation of ongoing employment and can turn down any offer of engagement from Ngā Taonga. Likewise, Ngā Taonga is not obliged to offer further or ongoing engagements.
Continuous Service:	Continuous service means current continuous service with Ngā Taonga, including any service with Sound Archives Ngā Taonga Korero immediately prior to 1 October 2012 or with the TVNZ Archive immediately prior to 1 August 2014.

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	In the case of persons who were employed with Ngā Taonga or its predecessors and have continuously been employed by Ngā Taonga (broken only by approved periods of leave), current continuous service will be deemed to have started from their commencement date with such preceding organisation.
Temporary/Fixed Term:	Kaimahi employed for a fixed term as covered in section 66 of the Employment Relations Act 2000.
Hourly Rate:	The normal hourly pay rate of kaimahi normal shall be determined on the basis of annual full-time salary divided by 1690
Ordinary Weekly Pay:	As defined in the Holidays Act 2003 and its amendments.
Relevant	Daily Pay:As defined in the Holidays Act 2003 and its amendments.
Kaimahi:	An employee of Ngā Taonga, as defined by section 6 of the Employment Relations Act 2000

HOURS OF WORK

8. HOURS OF WORK

8.1. Ordinary Hours

Unless agreed otherwise in writing the ordinary hours of work of fulltime kaimahi shall be 65 hours per fortnight to be worked Monday to Friday.

Kaimahi can work their ordinary hours between 7:30am and 6pm within the patterns listed below, provided that Ngā Taonga meets its service level agreements and other obligations regarding access to collections, and its health and safety obligations:

- Five days per week
- Four days per week with Friday off
- Nine days per fortnight with alternate Fridays off

The pattern of hours of work will be agreed by kaimahi and Ngā Taonga in their letter of offer. At any point should either party wish to change the working pattern, they will make their request in writing, and if agreed, should be recorded in writing and signed by both parties.

Both parties must provide reasonable justification for refusing any requests.

8.2. Definition of a Week

This means the period midnight Sunday/Monday to the following midnight Sunday/Monday.

8.3. Meal and Rest Periods

Kaimahi will be entitled to the following relevant meal and rest periods:

- one 15-minute paid rest break when they work between two and four hours
- one 15-minute paid rest break and one unpaid meal break of not less than 30 minutes and not more than 60 minutes when they work more than four and up to six hours
- two 15-minute paid rest breaks and one unpaid meal break of not less than 30 minutes and not more than 60 minutes when they work more than six and up to eight hours.

These requirements begin over again if kaimahi work more than eight hours.

The timing of rest and meal breaks is flexible and can follow any arrangement agreed between the employer and the kaimahi concerned.

8.4. Kaimahi may request a variation to their hours of work

In determining whether to approve a request, Ngā Taonga will give priority to operational needs. Approval of such a request will not be unreasonably withheld.

9. ADDITIONAL HOURS AND TIME OFF IN LIEU

9.1. Additional Hours

The parties agree that a flexible approach to work is required on occasion kaimahi may be required to work additional hours to meet customer, audience, personal and business needs. Where additional hours may be required the appropriate manager will consult with kaimahi. Additional hours must be approved in advance by managers.

For the purpose of this provision, "additional hours" means:

i. additional work time that has been approved in advance by a manager.

ii. additional hours of work means those hours worked in excess of 65 hours per fortnight for salaried kaimahi.

9.1.1 No payment shall be made for additional hours worked.

9.1.2 Where kaimahi are required to work outside ordinary work hours (e.g. for a screening) they may, in consultation with their manager, take equivalent time off during that fortnight to arrive at a 65 total. Where kaimahi need to take some time off during normal work hours (e.g. for an appointment or to deal with a personal matter) they may in consultation with their manager work additional equivalent time during that fortnight to arrive at a 65 total.

9.2. Time off in Lieu of Overtime (TOIL)

Kaimahi will only be required to work in excess of 65 hours per fortnight in exceptional circumstances to meet the needs of Ngā Taonga. TOIL will be granted on the following basis:

i. TOIL must be approved in advance by managers each time a new TOIL situation arises.

ii. Where additional hours are required and agreed to in advance, this will be compensated for by time off in lieu.

iii. TOIL is to be taken by kaimahi within two months of the date from when the overtime was worked, at a time agreed to by their manager.

iv. Where kaimahi are not able to take the time off in lieu during the two months following, the Chief Executive will approve that it be paid out at ordinary hourly rate. Requests to have outstanding TOIL paid out are to be made in writing to the CE by the Group Manager of the kaimahi. Both parties will use best endeavours to ensure that TOIL is taken within the timeframe specified.

9.3. Workload Management

Where kaimahi have ongoing difficulty managing their workload within normal work hours, the underlying causes will be identified and addressed through open and honest communication and thinking outside the square. Changing workloads will be effectively managed and resourced.

10. MINIMUM BREAK BETWEEN SPELLS OF DUTY

A break of at least nine continuous hours shall be provided between spells of duty, except in exceptional circumstances.

11. PRIMARY PLACE OF WORK

The primary place of work for kaimahi is set out in their letter of offer.

If the employer intends to relocate the primary place of work for kaimahi within the Wellington Region (meaning the area administered by the Wellington Regional Council), a consultation process, as outlined in clause 44.2, will be initiated. Should this process lead to a change to the primary place of work for kaimahi within the Wellington Region, then Ngā Taonga may agree to provide the kaimahi with compensation. Ngā Taonga will consult with affected kaimahi, and any agreed compensation will take into account factors including (but not limited to):

- Additional time and distance incurred in the new commute for kaimahi
- Increased expenses associated with the new commute for kaimahi
- Any increased difficulty in commute for kaimahi with accessibility issues
- The personal circumstances of the kaimahi

Any relocation of the primary place of work outside of the Wellington Region will, following consultation in accordance with clause 44.2, be in accordance with clause 44.8.

RATES OF PAY AND ALLOWANCES

12. REMUNERATION

12.1. Grades

Salary ranges in this Agreement are based on a market median rate and are reviewed in line with relevant market surveys. Ngā Taonga uses the Strategic Pay model when undertaking the sizing of roles.

Each role is placed within a grade, which requires the role to be evaluated and assessed.

The individual salaries of kaimahi and the grade for their role are set out in their individual offer of employment letter.

12.2. Salary Ranges and Steps

Subject to clause 12.4 and meeting the criteria therein, at 1 July each year kaimahi who have completed at least 6 months of continuous service with Ngā Taonga in their substantive role, and who are bound by this Agreement, will progress to the next step in the table below.

Job Grade/PIR	85%	88%	91%	94%	97%	**100%**	101%	102%	103%	104%	105%
29	$229,701	$237,808	$245,915	$254,022	$262,129	**$270,236**	$272,938	$275,641	$278,343	$281,045	$283,748
24	$162,189	$167,913	$173,637	$179,361	$185,086	**$190,810**	$192,718	$194,626	$196,534	$198,442	$200,351
23	$149,517	$154,794	$160,071	$165,348	$170,625	**$175,902**	$177,661	$179,420	$181,179	$182,938	$184,697
22	$137,620	$142,477	$147,334	$152,192	$157,049	**$161,906**	$163,525	$165,144	$166,763	$168,382	$170,001
21	$126,759	$131,233	$135,706	$140,180	$144,654	**$149,128**	$150,619	$152,111	$153,602	$155,093	$156,584
20	$117,311	$121,451	$125,592	$129,732	$133,873	**$138,013**	$139,393	$140,773	$142,153	$143,534	$144,914
19	$109,154	$113,006	$116,859	$120,711	$124,564	**$128,416**	$129,700	$130,984	$132,268	$133,553	$134,837
18	$101,676	$105,265	$108,853	$112,442	$116,030	**$119,619**	$120,815	$122,011	$123,208	$124,404	$125,600
17	$95,262	$98,624	$101,986	$105,349	$108,711	**$112,073**	$113,194	$114,314	$115,435	$116,556	$117,677
16	$88,737	$91,868	$95,000	$98,132	$101,264	**$104,396**	$105,440	$106,484	$107,528	$108,572	$109,616
15	$82,606	$85,522	$88,437	$91,353	$94,268	**$97,184**	$98,156	$99,128	$100,100	$101,071	$102,043
14	$77,370	$80,101	$82,832	$85,563	$88,293	**$91,024**	$91,934	$92,844	$93,755	$94,665	$95,575

Kaimahi bound by this Agreement who are remunerated at or over the 105% step will not receive any step increase but will receive a taxable lump-sum payment of $1000.

12.3. Mid-term Reviews

The parties will meet in May 2027 to negotiate remuneration rates for the July 2027 to June 2028 Financial Year and in May 2028 to negotiate remuneration rates for the July 2028 to June 2029 Financial Year. Should these reviews result in changes to this clause, these will be recorded as a variation in accordance with clause 6 of this Agreement.

Should the PSA not be satisfied with the outcome of these negotiations, it may give Ngā Taonga 60 days' written notice of the expiration of this Agreement in accordance with clause 4 above.

12.4. Eligibility

Notwithstanding any other provisions of this clause 12, no kaimahi shall be entitled to a salary increase within 6 months of being issued with a formal written warning in relation to their performance or conduct, or if they are subject to a formal performance management process at the time they would otherwise be eligible for a salary increase.

Kaimahi who have been issued with a formal written warning shall receive a one-salary step movement 6 months after the warning has been issued, provided that no further disciplinary issues have arisen. Any such increase will be backdated to the date the salary increase was otherwise due if there have been no further performance or conduct related issues.

Kaimahi who have successfully completed a formal performance management process shall receive a one-salary step movement 3 months after completion of the process provided that they maintain the required performance standards. Any such increase will be backdated to the completion date of the performance improvement process if they meet this criterion.

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13. DEDUCTION OF WAGES

13.1. The employer shall be entitled to make deductions from the wages/salary of kaimahi:

a) To recover overpayments of salary or wages, including payments made on behalf of ACC and the claim has been rejected, or any other debt owed to the company;

b) As required by legislation (e.g. PAYE; Child Support);

c) For unauthorised absence from work, lack of an appropriate leave entitlement, or any overpayment arising from authorised leave without pay;

d) On termination of employment for the value of any leave taken in advance;

e) On the written request of kaimahi (e.g. superannuation, union membership subscriptions).

13.2. In regard to overpayments, discussions will be held with kaimahi as soon as Ngā Taonga becomes aware of any overpayment. Such discussions will be held prior to any deduction of wages and agreement will be reached where possible regarding the amount and frequency of any deductions from wages. Deductions made will be made over a reasonable period considering the financial circumstances of kaimahi.

13.3. Where kaimahi are underpaid, through no fault of their own and brings this to the employer's attention and specifies a degree of urgency around correcting the underpayment, Ngā Taonga will use best endeavours to pay the shortfall on the next available banking day following notification. Where immediate payment is not required, the correction will be made in the following pay run.

13.4. If kaimahi incur bank fees for non-payment of scheduled payments as a result of being underpaid through no fault of their own, they may apply for reimbursement on production of documents showing the fees charged.

14. GENERAL, TRANSPORT AND TRAVEL EXPENSES

Kaimahi will be reimbursed upon production of receipts for actual and reasonable expenses incurred by them in the performance of their duties. Any such expenditure should recognise the norms appropriate to the position and conform to relevant Ngā Taonga procedural requirements. Kaimahi should not be financially disadvantaged when travelling for business reasons. At the same time all costs incurred in the course of travel must be reasonable. Kaimahi required to travel overseas will be provided with travel and medical insurance cover. These provisions will apply to temporary and casual kaimahi by individual agreement. Reimbursements for work-related travel with Ngā Taonga will be made in accordance with the Ngā Taonga Travel Policy.

14.1. Public Transport

Kaimahi may be reimbursed for the actual and reasonable cost of public transport, including taxis where more cost effective, on production of receipts. In general, taxi vouchers are available and expected to be used.

14.2. Accommodation

14.2.1 Where the employer has arranged accommodation, the costs of such accommodation will be met by the employer and no allowance may be claimed. Cancellations must be made by kaimahi before any set deadline. "No show" charges will be met by kaimahi unless the reservation has been cancelled, or where there has been a reasonable explanation from kaimahi for the "no show".

14.2.2 Where kaimahi are staying privately they may claim $50 per night per person for koha for marae stays or for host reimbursement for private stays.

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14.3. Meals and Incidentals

14.3.1 Domestic Travel:

For trips of more than 24 hours' duration, $60 for the first and each subsequent 24-hour period. For lesser periods, or where the allowance does not cover reasonable costs, kaimahi may claim actual and reasonable reimbursement provided receipts are produced and prior approval obtained from their manager.

14.3.2 International Travel:

For trips of more than 24 hours' duration, $120 for the first and each subsequent 24-hour period. For lesser periods, or where the allowance does not cover reasonable costs, kaimahi may claim actual and reasonable reimbursement provided receipts are produced and prior approval obtained from the manager.

15. SUPERANNUATION

15.1. Permanent kaimahi and fixed term kaimahi employed for more than 28 days will be automatically enrolled in KiwiSaver, with the opportunity to opt out in accordance with the legislation.

15.2. For eligible kaimahi who are contributing members of a KiwiSaver scheme, Ngā Taonga will make an employer contribution to KiwiSaver at 3.5% of the total taxable income of the kaimahi.

15.3. The salary equivalent of any contribution will not be available where membership is declined or withdrawn.

PERFORMANCE

16. PERFORMANCE REVIEW

16.1. Ngā Taonga Sound & Vision will undertake review of kaimahi' performance at least annually.

CASUAL KAIMAHI

17. CASUAL KAIMAHI

17.1. Casual kaimahi are engaged to work on an "as and when required" basis. Casual kaimahi have no expectation of ongoing employment and can turn down any offer of engagement from Ngā Taonga. Likewise, Ngā Taonga is not obliged to offer further or ongoing engagements.

17.2. Casual kaimahi are paid on an hourly rate for each hour worked as set out in their offer of employment letter. The hourly rate is calculated in accordance with the formula in clause 7. The hours of work for casual kaimahi will be agreed in advance of commencing each period of engagement.

17.3. Hourly rates for casual kaimahi will be set in line with the agreed salary ranges in clause 12.

17.4. The following clauses in this agreement do not apply to casual kaimahi:

9. Additional hours and time off in lieu

20. Annual holidays

21. Sick Leave

22. Bereavement / Tangihanga leave

24. Discretionary leave

25. Leave without pay

26. Study leave

27. Long service leave

37.1. 37.2 and 37.4 Termination

44.10. Redundancy

44.11 Job Search

44.12 Employee support

47.6 Vision

47.7 Hearing

47.9 First aid training

17.5. Either Ngā Taonga or a casual kaimahi may terminate the employment relationship by giving the other no less than one week's written notice. Ngā Taonga may elect to pay a casual kaimahi in lieu of having to work any notice period.

17.6. Casual kaimahi are entitled to the following leave and holiday entitlements:

a) 8% holiday pay on an "as you go" in accordance with section 28 of the Holidays Act 2003;

b) Up to three days paid leave per annum where, during an agreed engagement, casual kaimahi suffer a bereavement, or illness or injury, but do not meet the statutory eligibility criteria for sick or bereavement leave as provided for in the Holidays Act 2003. This entitlement is inclusive or, and not additional to, any statutory entitlements.

LEAVE

18. ABSENCES

Kaimahi who need time off work for any reason, must obtain prior approval from their manager. In all instances of unplanned leave or absences, kaimahi must advise their manager as soon as practicable on the first day of absence.

19. PUBLIC HOLIDAYS

19.1. The following days are public holidays:

New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, Boxing Day and day of the anniversary of a province.

19.2. If a kaimahi does not work on a public holiday and the day would otherwise be a working day for them, the kaimahi will be paid their relevant daily pay for that day.

19.3. Any kaimahi who is required to work on a public holiday that would otherwise be a normal working day for the kaimahi shall be paid at their relevant daily pay rate for the hours worked, plus half that amount again, and shall receive an alternative holiday.

19.4. A kaimahi who is required to work on any part of a public holiday that is not an otherwise working day will be paid for the hours worked at the relevant daily pay rate for the kaimahi, plus half that amount again.

19.5. Alternative holidays will be paid at relevant daily pay rate and are to be taken on a day that is agreed between the kaimahi and employer.

20. ANNUAL HOLIDAYS

20.1. Entitlement

Kaimahi shall be entitled to four weeks' paid annual holidays at the end of each completed 12 months of continuous service (calculated on a pro-rata basis for part-time and part-year kaimahi). This entitlement is provided in accordance with the provisions of the Holidays Act 2003. Ngā Taonga will not agree to cashing up the fourth week of annual leave.

On completing seven years' continuous service, kaimahi will become entitled to a fifth week of annual leave.

Kaimahi who are employed casually, intermittently or irregularly shall be paid 8% of their gross earnings each fortnight in lieu of annual holidays in accordance with the Holidays Act.

20.2. Requirements

Kaimahi will be paid for an annual holiday in the pay period that relates to the period during which the holiday is taken.

20.3. Applying for and Taking Leave

Annual leave may be taken as it is accrued at the request of kaimahi.

The Chief Executive may at their discretion approve the anticipation of up to five days' annual leave beyond the value of the accrual, subject to refund on termination if necessary.

All leave, paid or unpaid, requires the prior approval of the manager of the kaimahi, taking into account the operational needs of Ngā Taonga. Approval will be given if the workload can be satisfactorily covered during the period of leave. Giving notice well in advance of the leave requested makes approval more likely.

Kaimahi are expected to use all but five days of their annual leave within 12 months of the date of entitlement unless there is an approved leave plan in place.

Where there are more than five days’ annual leave to carry over into the following year, the employer and kaimahi will seek to agree a leave plan. Where no agreement is reached, the employer may direct the kaimahi to take all outstanding leave with a minimum of 14 days' notice.

Where an application for annual leave is made, any current entitlement to alternative holidays shall be used first. Paid leave must be taken before any unpaid leave will be granted.

21. SICK LEAVE

21.1. Entitlement

Permanent employees will be entitled to thirteen days' sick leave per year from the first day of employment, rather than the ten days in the Holidays Act 2003.

Unused sick leave may be carried over and accumulate to a maximum of sixty days. The entitlement is pro-rated for part-time employees, although no employee will be entitled to fewer than ten days per year. The entitlement can be used where an employee is sick or injured or where the employee's spouse or partner or a person who is dependent on the employee is sick or injured.

Provided that it does not result in a breach of minimum statutory sick leave entitlements, permanent employees may take up to two days of sick leave entitlement per year as domestic leave for the purposes of caring for or supporting a person who is dependent on them. When domestic leave is to be taken it must be agreed at least one week in advance with Ngā Taonga; approval will not be unreasonably withheld.

Fixed term kaimahi will have five days' sick leave available to them from their first day of employment and will then receive a further eight days' sick leave after six months of continuous service with Ngā Taonga. Upon completion of 12 months of continuous service with Ngā Taonga, fixed term kaimahi will receive 13 days of paid sick leave entitlement, as well as for each subsequent year of continuous service thereafter.

Unused sick leave will not be paid out on termination of employment.

21.2. Discretionary Sick Leave

The Chief Executive of Ngā Taonga may agree to grant additional discretionary paid sick leave to kaimahi on a case-by-case basis. Examples where discretionary paid sick leave may be granted include, but are not limited to:

- The kaimahi or a person dependent on them is suffering significant health issues
- Where there are serious public health issues such as a pandemic

21.3. Applying for and Taking Sick Leave

Kaimahi will advise their manager of their absence as soon as possible, before normal start time wherever possible.

Where an absence on sick leave extends for three or more consecutive days, kaimahi, must, where requested by Ngā Taonga, produce a medical certificate from a registered medical practitioner at their expense. Ngā Taonga may request a medical certificate at its expense for periods of sick leave of less than three consecutive days. The medical certificate must state that the doctor has examined the kaimahi and they are, in the doctor's opinion, unfit for work. Where there is an abnormal and sustained pattern of sick leave, the manager may seek a meeting with the kaimahi and their representative. Kaimahi may be required to undergo a medical examination by an independent registered medical practitioner nominated by Ngā Taonga and agreed to by both parties, at the expense of Ngā Taonga.

If kaimahi have scheduled annual holidays and sickness or injury occurs at the time the leave is to commence, they are entitled to take the leave as sick leave and not as annual leave.

If sickness or injury occurs during annual leave kaimahi may, with the agreement of their manager, take as sick leave any period of sickness or injury that they would otherwise take as annual leave.

21.4. Accidents

If kaimahi are absent from work because of an accident (whether related to work or not) Ngā Taonga must be notified as soon as practicable after the accident.

21.5. Payment during Recovery Period

In the event of a workplace injury, Ngā Taonga will pay the difference between any ACC payment and 100% of the normal wage for the first three weeks away from work effective immediately from the date of the injury. After this time kaimahi may choose to receive any shortfall between accident compensation and their wages from their outstanding sick leave balance.

In the event of a non-work injury, kaimahi may choose to receive any shortfall between accident compensation and their wages from their outstanding sick leave balance. Until such time as they are approved to receive accident compensation payments, kaimahi will be on paid or unpaid sick leave.

Ngā Taonga will continue to pay weekly compensation directly to kaimahi on behalf of ACC as per its ACC Employer Reimbursement Agreement as long as the claim has been approved by ACC.

Should ACC reject the claim of a kaimahi, and paid sick leave is not available, the kaimahi agrees to reimburse Ngā Taonga any monies paid to which they were not entitled.

21.6. Prolonged absence from work

An illness or sickness can be prolonged, resulting in the absence of a kaimahi from work of more than four weeks, or resulting in ongoing intermittent absences from work.

In such situations the employer will contact the kaimahi to discuss their circumstances. All medical information will be kept in strict confidence and the privacy of the kaimahi will be respected. Appropriate options will be discussed with the kaimahi, including whether a temporary replacement should be appointed, alternative duties, flexible working hours and conditions, and support.

The parties will work together towards the earliest possible safe rehabilitation of kaimahi to the workplace and look constructively for ways to enable this. The intent is to recognise the difficulties people often face in returning to the workforce after an extended period, and to make genuine efforts to reduce this problem.

21.7. Incapacity / Medical Retirement

If kaimahi are unable to return to work within six weeks from their first day of absence and there is no clear indication of their return in the near future, Ngā Taonga will consult with them on a range of possible options, which may include medical retirement.

Kaimahi will undergo a medical examination by an independent registered medical practitioner at the expense of Ngā Taonga. The medical practitioner will be chosen by mutual agreement between kaimahi and the employer. Ngā Taonga will take account of any resulting report or advice from its own and the medical practitioner or specialist of the kaimahi before making a decision.

Kaimahi will be entitled to be heard, and have their representative involved. Their length of service with Ngā Taonga, the nature of their position, the nature of their illness, their medical prognosis and any other relevant factors will all be taken into account before any decision is made.

In the event of a medical retirement, or termination of the employment of kaimahi for incapacity, Ngā Taonga will have discretion to determine an appropriate number of

working days pay to be paid to kaimahi, after consideration of all the circumstances, their length of service, the costs incurred by the employer in relation to the absence to date, the financial circumstances of the employer, and the treatment of other kaimahi in similar situations.

21.8. Return to Work

Where kaimahi recover sufficiently to return to normal work duties, they will be required to advise their manager giving at least one week's notice, so that any arrangements for temporary replacements can be appropriately addressed. Ngā Taonga may require medical information to satisfy itself that kaimahi will have the capacity to undertake their duties on their return. The views of kaimahi will be taken into account in all decision-making.

22. BEREAVEMENT / TANGIHANGA LEAVE

22.1. From the commencement of their employment, permanent kaimahi shall be entitled to five days leave without loss of pay in the following circumstances:

- the death of an immediate family member i.e., partner/spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, grandparent or grandchild
- on the end of the pregnancy of the kaimahi by way of a miscarriage or still-birth; or
- on the end of another person's pregnancy, by way of a miscarriage or still-birth, if the kaimahi:
    - is the person's spouse or partner; or
    - is the person's former spouse or partner and would have been a biological parent of a child born as a result of the pregnancy; or
    - had undertaken to be the primary carer (as described in section 7(1)(c) of the Parental Leave and Employment Protection Act 1987) of a child born as a result of the pregnancy; or
    - is the spouse or partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.

22.2. A further one or two days will be granted in respect of these relationships (which include step, de facto, and same sex relationships), either at the time of the death or later, where the kaimahi has to attend related ceremonies (such as a memorial service, unveiling of a headstone or scattering of ashes) or perform associated duties (such as being executor/executrix of the deceased's will or house clearing).

22.3. In the event of a death other than those specified above, one day's paid leave will be granted where Ngā Taonga accepts that the kaimahi has suffered a bereavement.

22.4. If further leave is requested to meet obligations or cover travel time, Ngā Taonga will consider the following options:

- fully or partially paid leave
- leave without pay
- annual leave
- not approving further leave

22.5. These provisions will be administered sensitively, having regard to the needs of a kaimahi on suffering a bereavement, and the operational needs of Ngā Taonga.

22.6. For fixed term kaimahi of less than six months' duration, the above provisions will apply after 6 months' employment with Ngā Taonga in accordance with the qualifying provisions of the Holidays Act 2003.

Note: This provision is inclusive of and not in addition to the bereavement leave entitlement provided for in the Holidays Act 2003.

23. PARENTAL LEAVE

Parental leave entitlements are set out in the Parental Leave and Employment Protection Act 1987 (and its amendments). The Ngā Taonga Leave Policy reflects these requirements and outlines how parental leave is applied within the organisation.

23.1. Return to Work

Ngā Taonga will consider any proposal from a kaimahi returning to work after parental leave to alter their working arrangements (hours, locations, times and days) on a temporary or permanent basis, in accordance with Part 6AA of the Employment Relations Act 2000.

23.2. Return to Work Payment

Where a kaimahi returns to work after a period of parental leave, the employer will provide a one-off payment of $500 if the kaimahi has been the primary carer. A further one-off payment of $500 will be made to the kaimahi after they have been back at work for a further three months.

24. DISCRETIONARY LEAVE

24.1. Ngā Taonga may agree to grant additional discretionary leave (with or without pay) to kaimahi on appropriate case by case instances.

A kaimahi experiencing domestic violence shall have access to discretionary leave for medical appointments, legal proceedings, counselling sessions and/or other matters related to the family violence.

Other examples of reasons for which discretionary leave may be granted include:

- Time off to manage personal situations which are not covered by other types of leave
- Civil defence duties
- Compassionate grounds
- Representing New Zealand in sporting or cultural activities
- Parliamentary candidature

A kaimahi requesting leave in addition to that provided elsewhere in this Agreement should talk with their manager about their situation in the first instance. Chief Executive approval is required to ensure a consistent approach across Ngā Taonga.

25. LEAVE WITHOUT PAY

25.1. Ngā Taonga may consider granting a kaimahi leave without pay where such leave is practicable given the operational requirement of the group. Such leave, if granted, shall be on terms determined by the Ngā Taonga. Approved leave without pay shall interrupt but not break continuity of service.

25.2. Approved leave without pay shall interrupt service in that Ngā Taonga owes no employment obligations to the kaimahi during the period of leave without pay. It will not break service in that, upon employment resuming, service will be treated as continuous but will not include the period of leave without pay.

25.3. Up to 12 months' special leave without pay may be approved to allow kaimahi to work for the PSA.

26. STUDY LEAVE

In special circumstances Ngā Taonga may grant kaimahi study leave with or without pay, on such terms and conditions as it may determine.

27. LONG SERVICE LEAVE

Kaimahi shall be entitled to a special holiday of one week's paid leave, paid at ordinary pay, on the completion of each 10 years of continuous service with Ngā Taonga.

Long service leave must be taken in one continuous break and within two years of the entitlement arising or be forfeited.

Unused long service leave will not be paid out on termination.

28. JURY SERVICE

28.1. Where kaimahi are obliged to undertake jury service, they will continue to receive their full relevant daily pay and will be required to pay to Ngā Taonga the fees (excluding reimbursing payments) paid to them by the Court, provided:

a) immediately upon receipt of notification of pending jury service they have advised the employer;

b) that kaimahi return to work immediately on any day they are not actually required to serve on a jury.

TERMS OF EMPLOYMENT

29. RECRUITMENT AND APPOINTMENT

29.1. Ngā Taonga will appoint and select kaimahi with the aim of ensuring that the best people are employed for the job while also supporting the principle of equal employment opportunity.

29.2. Vacancies at Ngā Taonga will be advertised in accordance with recruitment policy.

30. EQUALITY OF OPPORTUNITY

The parties are committed to the principles and practice of equal employment opportunities in the recruitment, employment, training and promotion of a diverse range of kaimahi. The aims of the programme are:

- to assist kaimahi to reach their full potential according to their abilities
- to eliminate discrimination based on sex (including pregnancy and childbirth), marital status, religious or ethical belief, colour, race, ethnic or national origins (including nationality or citizenship), disability, age, political opinion or its absence, employment status, family status or sexual orientation.
- to increase cultural diversity within Ngā Taonga

- to assist Ngā Taonga to achieve its aims as stated in the Charter, and to be more efficient in doing so.

The parties draw the attention of kaimahi to the employer's family friendly policy and positive steps towards achieving pay equity as between men and women, including support for the current PSA pay equity campaign.

31. PROFESSIONAL DEVELOPMENT

Ngā Taonga Sound & Vision acknowledges that support for career progression can be an important part of attracting, retaining and developing skilled kaimahi, and contributes to organisational capability and service delivery.

Professional development is a way of valuing kaimahi and is essential to the maintenance and development of a quality and efficient service. Kaimahi maintaining and developing their role is critical to the delivery of effective services.

Professional development funds will be allocated annually, prospectively wherever practicable, and will be based on the principles of transparency, fairness and consistency.

The organisation's training and professional development processes shall:

- be clear to the kaimahi
- align with the career goals of kaimahi
- align with the service plan/s of Ngā Taonga Sound & Vision.

32. COMMITMENT TO TE REO MĀORI

Both parties recognise that Ngā Taonga is committed to the development and strengthening of Te Reo Māori as part of its kaupapa-centred approach.

Ngā Taonga will provide learning opportunities that allow kaimahi to not only meet their role requirements but also to continue to develop their Te Reo Māori capability in line with its Māori language strategy, which may include the provision of in-house/external training or support, and access to Te Reo Māori resources.

33. WHĀNAU/HAPŪ HUI/WĀNANGA OR CULTURAL OBLIGATION

Kaimahi are entitled to up to three days of paid special leave per annum for the purposes of attending, either as a witness or a named claimant:

- The Māori Land Court; or
- The Waitangi Tribunal

provided they are not otherwise being paid for their attendance.

Kaimahi who have other cultural obligations, including (but not limited to) in relation to their whānau, hapū or iwi, may apply for paid special leave to attend to those obligations. Prior approval must be sought and obtained from their manager and the Pou Ārahi (in consultation with the relevant Group Manager), and will be considered in good faith on a case-by-case basis.

After each five years of continuous service with Ngā Taonga, all kaimahi are entitled to take up to 3 months of unpaid leave for the purposes of connecting with, or contributing to, their iwi and/or Te Reo Māori. Ngā Taonga ensure their role is held open for up to 3 months. Any period of agreed unpaid leave will be counted for the purposes of continuous service and service-related entitlements.

34. GENDER AFFIRMATION

Ngā Taonga is committed to gender diversity and supports a safe and equitable workplace for transgender, non-binary, takatāpui and gender-diverse kaimahi. Ngā Taonga is committed to working with gender diverse kaimahi to provide appropriate support through their affirmation or transition periods.

Support for an individual's affirmation may include updates to internal systems and personal details, manager and colleague training if required, and dedicated in-confidence People Practice support. Support will also be available through existing organisational policy including access to EAP services (or similar) and leave or flexible working arrangements.

35. SUSTAINABILITY

35.1. Ngā Taonga understands that sustainability commitments and strategy have the potential to benefit Ngā Taonga as an organisation, including by improving kaimahi workplace satisfaction and helping ensure that the collections remain available for generations to come.

35.2. Ngā Taonga's sustainability approach will be guided by Ngā Taonga's sustainability principles.

35.3. Ngā Taonga acknowledges the stake that PSA members have in sustainability practices and values their engagement and participation in relation to the organisation's sustainability and support for sustainable ways of working.

36. TERMS OF ENGAGEMENT

The particular terms of engagement and salary of kaimahi are specified under their offer of employment letter. These terms of engagement and salary may be varied at any time by mutual agreement between the employer and kaimahi in any manner which does not conflict with the terms of this Agreement.

37. TERMINATION

37.1. Employment may be terminated by kaimahi on the giving of four weeks' written notice. Where practicable, a lesser period of notice may be agreed to when requested by kaimahi. Where the kaimahi resigns without providing the required 4 weeks' notice, the employer shall not pay for the unworked period of notice.

37.2. After compliance with the discipline and termination procedure set out in the Ngā Taonga Disciplinary Policy and Process, employment may be terminated by Ngā Taonga for any misconduct, non-performance or other breach of this Agreement or employer policy by the kaimahi on the giving of four weeks' written notice, or payment in lieu thereof.

37.3. Ngā Taonga shall be entitled to terminate the employment of kaimahi without notice in the case of serious misconduct.

37.4. In the event of kaimahi giving four (4) weeks' notice of resignation, Ngā Taonga shall have the discretion to pay the resigning kaimahi four (4) weeks salary in lieu of notice instead of requiring the kaimahi to work out the period of notice.

37.5. Employment may also be terminated for reasons specified under clauses 43 and 44.

38. SUSPENSION

Ngā Taonga Sound & Vision reserve the right to suspend kaimahi on full pay:

- While investigating serious misconduct or any other repeated breach of this agreement; or
- Where, because of a condition, illness or injury the employer believes that the kaimahi constitutes an immediate hazard to themselves, or others.

All kaimahi will receive notification of the intention of the employer to suspend in writing and will be given an opportunity to obtain representation from the PSA and make a response to the proposal, before being suspended. The length of the suspension will reflect the time needed to conduct the investigation or the time needed to manage the health and safety risk that gave rise to the suspension.

39. RETIREMENT

There is no upper age limit beyond which kaimahi may be required to retire. In order to establish viable succession plans, opportunities for working reduced hours, job sharing and/or gradual retirement will be openly and fully explored.

40. OWNERSHIP AND COPYRIGHT

The employer shall have copyright, patent and trademark rights over any material, inventions, ideas, or processes developed by kaimahi arising from and developed in connection with their position and the activities of Ngā Taonga.

41. DUTIES AND JOB INTERCHANGE

41.1. The employer shall have the ability to determine and vary the duties and responsibilities undertaken by kaimahi.

41.2. Kaimahi shall carry out all reasonable instructions and undertake any work reasonably required by the employer, subject to clause 41.3 below. The employer shall have the right to change the content of the job of kaimahi to meet business requirements, with the agreement of the kaimahi, such agreement not to be unreasonably withheld.

41.3. Should the need arise for the employer to transfer kaimahi to other duties, the employer will ensure that kaimahi have adequate training and skills to carry out such work in a safe manner and ensure that supervision is provided.

41.4. Where new duties significantly change the original position of kaimahi, a re-evaluation of the job shall where possible occur within 3 months of the change of duties. This shall incorporate a salary review.

41.5. Higher Duties

Subject to the Chief Executive's prior approval, kaimahi may be asked in writing by Ngā Taonga to perform additional and/or higher duties over and above those required for their current substantive position in order to meet business needs ("Higher Duties"). If the kaimahi agrees, then a Higher Duties Allowance will be paid from the day those Higher Duties begin. This taxable allowance will be the greater amount of either:

- 10% of the individual's current salary; or
- the difference between the individual's current salary and 85% of the position in range (as set out in clause 12.2) for the higher position they are acting in

(where the kaimahi is acting in a higher graded role). Where there is no existing equivalent position then the allowance calculation will use the closest equivalent position in the organisational structure.

The Manager of the kaimahi will undertake a review of the arrangement every two months from its commencement, except in circumstances where the period of Higher Duties is for defined period set out in writing with the kaimahi, such as for leave cover.

41.6. Secondary work

41.6.1 Subject to the provisions below, kaimahi may perform work for another person or entity outside of their ordinary hours of work.

41.6.2 Ngā Taonga may restrict the ability of kaimahi to perform work for another person or entity where one of more of the following genuine reasons arises:

a) To prevent an adverse impact on kaimahi performing their duties;

b) To protect commercially sensitive information of Ngā Taonga;

c) To protect intellectual property rights of Ngā Taonga;

d) To protect commercial reputation of Ngā Taonga;

e) To protect image and reputation of Ngā Taonga;

f) To prevent a real conflict of interest that cannot be managed without including a provision of this nature; or

g) To ensure, so far as is reasonably practicable, the health and safety of kaimahi under the Health and Safety at Work Act 2015.

41.6.3 If kaimahi wish to perform work for another person or entity outside of their ordinary hours of work, they should discuss this with their manager in the first instance. Kaimahi and Ngā Taonga will act in good faith towards one another, including by providing relevant information about any secondary work where requested to do so.

41.6.4 Ngā Taonga will endeavour in the first instance to reach mutual agreement with kaimahi wishing to undertake secondary work.

41.6.5 If mutual agreement cannot be reached, Ngā Taonga will only restrict kaimahi from performing work for another person or entity to the extent necessary to address the relevant genuine reason(s) set about above. Ngā Taonga will provide kaimahi with reasons for any restriction.

41.6.6 In the event kaimahi are unhappy with any restrictions in place, they can raise this with their PSA representative, and/or can utilise the Resolving Employment Relationship Problems process in this Agreement.

42. GENERAL CONDITIONS

42.1. Confidentiality

Kaimahi shall not at any time during the Agreement period or after its termination discuss or disclose information, processes, materials, costs or secrets relating to any business or affairs of the employer or clients to any person without the employer's express permission, except that which may be required for the performance or discharge of duties under this Agreement. Upon termination of employment kaimahi will return to the employer all material, information, software and disks which are the property of the employer.

42.2. Code of Conduct

All kaimahi are expected to abide by and adhere to the Ngā Taonga Code of Conduct.

Should Ngā Taonga introduce a new Code of Conduct or make changes to the existing Code then Ngā Taonga will do this after consultation with the PSA and kaimahi.

42.3. Archive Policy

In circumstances where Ngā Taonga consider it appropriate to change, update or create policy that has an impact to terms and conditions of employment or working conditions, all kaimahi and the PSA will be consulted with before final policy decisions are made by the organisation.

43. ABANDONMENT OF EMPLOYMENT

43.1. If kaimahi are absent from work without notifying or obtaining approval from their manager for a period of three or more consecutive working days, then, in the absence of a reasonable explanation, kaimahi may be considered to have abandoned their employment with Ngā Taonga and their employment may be terminated.

43.2. Prior to concluding that kaimahi have abandoned their employment, Ngā Taonga will take reasonable steps to contact the employee by phone, e-mail or house visit (where practicable in terms of distance from the work location) to ascertain the reason for the absence, advise kaimahi that they are required to be at work, and offer assistance where appropriate.

43.3. In the event that Ngā Taonga considers kaimahi have abandoned their employment, their employment will end immediately and they will not be entitled to any payment for notice or for the days of unauthorised absence. Any outstanding entitlements (such as annual leave) due to kaimahi shall be payable by Ngā Taonga. Ngā Taonga will confirm this in writing to the employee's last advised address.

44. MANAGEMENT OF CHANGE

44.1. Introduction

The parties recognise that change is ongoing and inevitable in order to ensure the efficiency and effectiveness of Ngā Taonga, and that change can be unsettling for kaimahi.

Ngā Taonga will consult when introducing change in order to seek solutions that consider the interests of those involved. Information will be shared and communicated in time for affected kaimahi and the PSA to have the opportunity for meaningful involvement in the consultation process.

44.2. Consultation Process

Prior to the commencement of any significant change to staffing, structure or work practices, Ngā Taonga will engage with the PSA and kaimahi who may be affected to allow them to participate in and have substantive input to the consultation process. The process of consultation for the management of change shall be as follows:

a) The initiative being consulted on will be presented by Ngā Taonga to the PSA and kaimahi who may be affected as a "proposal" or "proposed intention or plan" which has not yet been finalised.

b) Access to relevant information will be provided by Ngā Taonga to enable the PSA and kaimahi who may be affected to develop an informed response.

c) Sufficient time will be allowed for the PSA and kaimahi who may be affected to assess the information and make such response, either orally or in writing, subject to the overall time constraints within which a decision needs to be made.

d) Genuine consideration will be given by Ngā Taonga to the matters raised in the response.

e) The final decision shall be the responsibility of Ngā Taonga.

From time to time, directives may be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

44.3. Outcomes of Change Decisions

When as a result of the restructuring of the whole, or any parts, of Ngā Taonga operations, whether due to a review of organisational effectiveness, changes in funding, review of work method, change in technology or like cause, the employer requires a reduction in the number of kaimahi, or kaimahi can no longer be employed in their current position, grade or work location, then the options in clause 44.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

44.4. Options

The following are the options to be applied in kaimahi surplus situations:

a) Reconfirmed in position

b) Attrition

c) Redeployment

d) Relocation

e) Retraining

f) Redundancy

Option (a) will preclude kaimahi from access to the other options. The aim will be to minimise the use of severance.

It is acknowledged that some of the options may not be practical or appropriate for the circumstances of the situation and must be considered carefully in that context.

44.5. Reconfirmed in position

Where the same number and type of positions are retained in a new structure kaimahi filling those positions are to be advised that they will retain their positions.

Where fewer positions are available, but the positions are unchanged, selection of kaimahi to retain positions shall be on the basis of the best suited to the positions, and appointment made from within the pool of candidates in the affected area.

Unsuccessful candidates will be dealt with under the remaining options and provisions of this clause.

44.6. Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruiting new kaimahi or on promotions.

In order to maintain its services Ngā Taonga may employ temporary kaimahi.

44.7. Redeployment

Kaimahi may be redeployed to a suitable alternative position for which they are appropriately trained. A suitable alternative position is defined as one which does not involve a reduction in grade, remuneration, conditions, or a change in duties significant enough to be unreasonable in the circumstances of the skills and abilities of kaimahi. The redeployment may involve kaimahi undertaking some on-the-job training.

All existing accrued service-related entitlements, e.g. annual holidays, sick leave, long service leave, etc. will be carried into the redeployment position.

If the salary applying to the new position is less than that which applied to the former position of kaimahi, Ngā Taonga shall pay an equalisation allowance equal to the difference between the new and former salary rate of the kaimahi. The equalisation allowance will be paid for a period of twelve months from the date of redeployment and will be abated by any pay increases that occur during the twelve months following redeployment.

Kamahi who decline an offer of a suitable alternative position shall be deemed to have resigned and will not be entitled to any of the provisions of this clause.

Where an alternative position is offered which is not a suitable alternative position kaimahi shall be entitled to decline the offer without forfeiting any of the provisions of this clause.

44.8. Relocation

Where kaimahi are offered relocation, at least two months' notice of the relocation shall be given to them, provided that in any situation a lesser period of notice may be agreed between kaimahi and Ngā Taonga.

Where the offer of another position involves the relocation of kaimahi to another location, reimbursement of relocation expenses will be assessed on an individual basis as approved by the Chief Executive and may be paid for as separate items or as a fixed sum contribution. Kaimahi shall be entitled to decline the offer without forfeiting any rights under this clause.

Costs which may be covered include:

- One pre-transfer visit for kaimahi and their partner. Transport and accommodation of up to 2 nights may be paid.
- Travel costs for kaimahi and their family, based on the most efficient and cost effective means.
- Paid leave to relocate.
- Meal expenses while travelling based on actual and reasonable costs for which receipts will be required.

- Reasonable household removal costs (i.e. packing/unpacking, transport, insurance etc.)

All existing accrued service-related entitlements, e.g. annual holidays, sick leave, long service leave, etc. will be carried into the relocated position.

If the salary applying to the new position is less than that which applied to the former position of kaimahi, Ngā Taonga shall pay an equalisation allowance equal to the difference between their new and former salary rate. The equalisation allowance will be paid for a period of twelve months from the date of relocation and will be abated by any pay increases that occur during the twelve months following relocation.

44.9. Retraining

Where a skill shortage is identified, Ngā Taonga may offer a surplus kaimahi retraining to meet that skill shortage. Ngā Taonga will make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining and the amount of retraining required.

44.10. Redundancy

In the event of redundancy, the employer will give affected kaimahi four weeks' written notice of termination ("the Additional Notice") in addition to the usual four weeks' notice of termination.

Kaimahi may elect not to serve out the Additional Notice and be paid in lieu of that notice. The employer may agree to make payment in lieu of notice for any or all of the total eight-week notice period.

Further, the employer will pay kaimahi whose employment has terminated by reason of redundancy compensation equivalent to four weeks' salary or wages (pro rata for part time kaimahi), and additional compensation of one week's salary or wages for every year of continuous service with the employer over four years (part years pro-rated accordingly). The total redundancy compensation will be capped at an amount equivalent to eight weeks' salary / wages.

Should the employer dismiss kaimahi for serious misconduct during the notice period, the employer will not pay remuneration in lieu of the unworked notice period.

44.11. Job Search

Kaimahi will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the manager being notified of the time and location of the interview before kaimahi are released.

44.12. Employee Support

Ngā Taonga recognises that a restructuring/redundancy situation in any organisation is a difficult and stressful time for kaimahi. To help affected kaimahi deal with their uncertainties and anxieties the employer will provide support services to address kaimahi' concerns. This will include counselling for affected kaimahi and their family as necessary, and may include other means of support deemed appropriate to the circumstances.

44.13. Employee Protection

Where there is a proposal to sell or transfer part or all of the Ngā Taonga business and as a result any positions will no longer be required by Ngā Taonga, then before committing to the proposed change Ngā Taonga will use reasonable endeavours to negotiate with the new employer for kaimahi to be offered the opportunity to transfer on the same terms and conditions of employment.

Ngā Taonga will advise the PSA and affected kaimahi of the outcome of these negotiations.

Where the new employer does not offer kaimahi the opportunity to transfer on the same terms and conditions of employment including recognition of service with Ngā Taonga, kaimahi will be entitled to receive notice of termination as stated in this clause.

Where the new employer offers kaimahi the opportunity to transfer to the new employer on the same terms and conditions of employment and with recognition of service with Ngā Taonga there is no right to notice of termination under this clause.

44.14. Certificate of Service

All kaimahi having their employment with Ngā Taonga terminated as a result of redundancy will be issued a Certificate of Service to that effect. Personal references must be arranged on an individual basis.

44.15. Dispute Procedure

In the event of a dispute arising regarding the interpretation or application of this clause, the normal Employment Relationship Problem Resolution Process contained in clause 59 will be followed.

SAFETY, HEALTH AND WELFARE

45. DIGNITY AT WORK

Sexual harassment, discrimination and bullying will not be tolerated. Investigations into claims of any form of bullying, harassment or discrimination will be done so in accordance with the Ngā Taonga Harassment, Unlawful Discrimination, Bullying and Violence Policy and the Code of Conduct.

46. FAMILY VIOLENCE

46.1. The employer recognises that some kaimahi may face situations of violence or abuse in their personal life. Therefore, the employer is committed to supporting kaimahi who experience family violence and kaimahi seeking to deal with their own violence.

46.2. The definition of violence includes physical, sexual, financial, verbal or emotional abuse by family members.

46.3. The employer and PSA will work together to develop policy to supplement this clause and which details the appropriate action to be taken in the event that kaimahi report family violence.

46.4. Should kaimahi be the victim of family violence, Ngā Taonga will approve up to 10 days paid leave from work per year, separate from annual or sick leave entitlements.

46.5. Additionally, kaimahi can request, or have a request made on their behalf for a short-term variation to their working arrangements of up to 2 months. The employer agrees to respond to any request as soon as reasonably possible, but no longer than 10 days after the request has been made.

46.6. The employer may request proof that kaimahi are affected by domestic violence. The employer must make the request within 10 working days of having received the request from kaimahi.

46.7. The employer may refuse a request if no proof was provided within 10 days or if the request cannot be accommodated due to it significantly impacting on the operation of the business. During or before kaimahi respond to any request, they must provide them with information about appropriate domestic violence support services.

46.8. Ngā Taonga will not treat any kaimahi that is victim to domestic violence adversely.

47. OCCUPATIONAL HEALTH & SAFETY

47.1. The provisions of the Health and Safety at Work Act 2015 along with all relevant codes of practice relating to the health and safety of kaimahi, including the responsibilities of both the employer and kaimahi, shall be both observed and applied in practice.

47.2. Ngā Taonga is required under the Health and Safety at Work Act 2015 to eliminate, isolate or minimise all identified hazards to kaimahi in the workplace.

47.3. All kaimahi shall ensure they comply with the employer's Health and Safety policy and procedures in performing their work.

47.4. Kaimahi will be involved in the identification and reporting of hazards in the workplace and in the development of procedures for ensuring safe working conditions and response to emergencies.

47.5. Kaimahi will be provided with training and supervision to ensure that they have the relevant knowledge and experience of the correct procedures for undertaking work in a safe manner.

47.6. Vision

Where kaimahi have been employed by Ngā Taonga for 6 months, Ngā Taonga will reimburse, on production of original receipt, up to $350 once every two years towards the cost of an eye examination and prescribed eyewear provided there has been no other claim, reimbursement or subsidy paid.

47.7. Hearing

Where kaimahi have been employed by Ngā Taonga for 6 months, Ngā Taonga will reimburse, on production of original receipt, up to $350 once every two years towards the cost of hearing examination and prescribed hearing aids provided there has been no other claim, reimbursement or subsidy already paid.

47.8. Flu Vaccinations

Ngā Taonga will provide for flu vaccinations for all kaimahi annually.

47.9. First Aid Training

Where kaimahi undertake first aid training, Ngā Taonga will:

- pay kaimahi to attend the first aid training during work time, or
- reimburse the attendance fee on production of a receipt and attendance certificate where kaimahi undertake the training in their own time.

48. EMPLOYEE ASSISTANCE PROGRAMME

Ngā Taonga will maintain a confidential employee assistance programme for kaimahi who may be experiencing personal problems and/or whose work performance is impaired. Ngā Taonga will pay for up to three sessions per "issue"; sessions may be shared with the spouse/partner and/or child/ren of the kaimahi. On the recommendation of the programme provider, Ngā Taonga may at its discretion agree to fund additional sessions.

Kaimahi may refer themselves to the programme or be referred by Ngā Taonga.

Kaimahi using the programme may elect to involve their representative throughout the process.

UNIONS AND THEIR MEMBERS INTERESTS

49. FREEDOM OF ASSOCIATION

The parties understand and respect the right of kaimahi to associate with any other kaimahi or unions for the purposes of promoting their collective employment interests.

50. EMPLOYEE REPRESENTATIVES

50.1. The employer shall give recognition to the representatives who are elected by kaimahi and endorsed by the union as their representatives(s) of that union.

50.2. The employer acknowledges the key role unions and their representatives (including delegates) play in the positive development of employment relations. To enable the PSA and its representatives to effectively represent the interests of union members, the business of the union, the parties to this Agreement recognise the following union interests:

a) To seek to recruit kaimahi as union members, including where practicable being introduced to new kaimahi as part of the induction process. The employer will inform the PSA delegates, as soon as practicable but no later than two weeks after their commencement date, of all new starters at Ngā Taonga.

b) To provide information on the union and union membership to any kaimahi on the premises, including access to and control of union notice boards.

c) To have time off without pay loss for Employment Relations Education in accordance with clause 57.

d) To have reasonable workplace access to discuss matters related to the employment of union members and/or union business in accordance with clause 51.

e) To have reasonable time off without loss of pay for off-site union business with the prior approval of Ngā Taonga, which shall be granted at the discretion of the Chief Executive. Such off-site union business to include meetings or conferences of the union, representation on any of the union democratic structures, industry councils, delegate meetings, as authorised by the union.

f) To call meetings for a reasonable duration during working hours for the purposes of discussing union business and to receive paid time off for such purposes in accordance with clause 57.

g) To be allowed reasonable access to workplace facilities [including phones, fax, email, and photocopying for the purposes of union business].

srs

51. ACCESS TO WORKPLACE

51.1. Any official of the PSA shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or Union's business.

51.2. They shall exercise the right of access in a reasonable way:

a) Having regards to normal business operations in the workplace,

b) Complying with existing reasonable procedures in regard to health and safety, security, and;

c) As a courtesy, informing the local senior manager of the visit, as nominated by the employer.

d) Clause 51, subject to the above conditions being met, shall constitute the employer's consent in terms of section 20A of the Employment Relations Act 2000.

52. CONSULTATION

52.1. The parties agree that consultation between the parties shall form part of the normal communication processes used where change is proposed to policies, procedures and operational activities, staffing structures and staffing levels.

52.2. Such consultation shall include open access to all relevant information, approved paid leave for union representatives/kaimahi to participate, appropriate training for parties involved and good communication, and will ensure that the views of kaimahi on matters forming the basis of such consultation are taken into consideration before decisions on change are made.

52.3. There shall be not less than three meetings annually between Ngā Taonga management and a representative union delegates group.

52.4. Where change is proposed to operation activities which will impact significantly upon staffing structures, staffing levels and work requirements in Ngā Taonga, the employer will consult with the parties to the contract on the changes proposed as provided for under clause 44 (management of change).

53. MEETINGS

Ngā Taonga agrees that union members covered by this collective employment agreement are entitled to attend 2 union meetings under s26(1) of the Act (and any further meeting expressly agreed to by Ngā Taonga) each of a maximum of 2 hours' duration per calendar year without loss to ordinary pay to attend meetings authorised by the union; provided these meetings are requested 14 days in advance and the following specified:

- the date, time and duration of the meeting;
- purpose of meeting outlined;
- work will resume as soon as practicable after the finish of the meeting but the employer is not obliged to pay any union member for a period longer than two hours in respect to any union meeting;
- only union members attending the meeting shall be entitled to payment. Where requested, the union will supply the employer with a list of union members attending and will advise the time the meeting finished.
- the union must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including the

proposed venue for the meeting and, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.

54. NOTIFICATION AND DEDUCTION OF UNION FEES

54.1. Notification

Upon written request from the PSA the employer shall provide, within 30 days, a list of names and classifications of kaimahi covered by this agreement, provided that such requests shall not be made at intervals shorter than six months.

54.2. Deduction of Union Fees

The employer shall deduct fees from the wages of PSA members covered by this agreement and shall remit them, together with a list of kaimahi from whom deductions were made, to the appropriate union offices at regular intervals; provided that union fee deductions have been authorised in writing by the kaimahi concerned. The manner of deductions and remittance shall be determined by agreement between the employer and the union.

55. UNION MEMBER BENEFIT PAYMENT

Kaimahi who are members of the PSA and are employed in roles covered by this Agreement will be entitled to an employer-funded payment equivalent to the net value of $175 per annum to be used toward union membership fees. The annual entitlement will be paid fortnightly in equal instalments to kaimahi alongside their normal pay, commencing from the first full pay period following the date the kaimahi becomes a union member. The benefit is payable only if kaimahi pay union membership fees through the Ngā Taonga payroll system and only while kaimahi remain a member of the PSA, are covered by this Agreement, and are paying union fees. Where union membership and/or coverage by this Agreement in respect of kaimahi ceases, and/or kaimahi stop making payroll deductions for union fees through the Ngā Taonga payroll system, payment pursuant to this clause will cease from the first practicable pay period.

56. WAGES AND TIME RECORDS

The employer is obliged to keep wage and time records for kaimahi covered by this agreement for the preceding six years. When requested by an official of the union the employer shall provide, as soon as practicable, a copy of or an extract from all or any part of the original wages and time record relating to the employment of kaimahi covered by this Agreement, with the written consent of kaimahi.

57. PAID TRAINING AND EDUCATION LEAVE

57.1. Union representatives shall be entitled to employment relations education leave at relevant daily pay to attend training courses and workshops sponsored by the PSA.

a) The following conditions shall apply:

b) Ngā Taonga will provide up to 3 days paid employment Relations Education training leave per delegate, per calendar year. (To avoid any doubt, for the purposes of this clause, only four delegates will be recognised as covering the Wellington Region Ngā Taonga sites).

c) Not less than two weeks' notice of a proposed union course and its programme shall be given to Ngā Taonga.

d) Ngā Taonga consent shall not be unreasonably withheld.

e) In approving attendance at a union representative education course Ngā Taonga shall not be liable for costs associated with travel, registration fees, meals and other incidental items.

58. PASSING ON

The parties agree that the following terms of this agreement shall not be passed on to kaimahi who are not union members:

- The provision of one week's long service holiday after each 10 years of continuous service with Ngā Taonga (clause 27);
- A Union Member Benefit Payment, being a contribution of $175 net per annum per member, paid in equal fortnightly instalments in accordance with clause 55., and
- Accumulation of unused sick leave to 60 days and the use of up to two days' paid sick leave as domestic leave (clause 21.1).

DISPUTES AND PERSONAL GRIEVANCES

59. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

It is the intent and purpose of the parties to this Agreement to promote harmony and cooperation between the employer and its kaimahi, and to provide effective procedures for the prompt and equitable resolution of disputes which may arise from time to time between the employer and any kaimahi covered by this Agreement.

This procedure applies to the settlement of all employment relationship problems and personal grievance matters within our organisation. Any kaimahi may use this procedure.

If kaimahi feel they have been treated unfairly and feels aggrieved, Ngā Taonga undertakes to take all practicable steps to resolve the grievance as soon as possible after the event.

59.1. Definitions

An employment relationship problem is any problem relating to or arising out of the employment relationship between employer and kaimahi, including a formal personal grievance or dispute, but not including matters concerned with the negotiation of an employment agreement.

A dispute is about the interpretation, application or operation of an employment agreement.

A personal grievance has a special meaning under the Employment Relations Act 2000. This will include the matters raised in section 103A of the Act. You may have a personal grievance if in your employment you have been:

- Unjustifiably dismissed
- Disadvantaged
- Discriminated against
- Sexually harassed
- Racially harassed
- Put under duress because of your involvement or non-involvement in union activities.

Except for sexual harassment, you have 90 days to raise a personal grievance formally with your employer, from the time the event occurred or came to your notice,

whichever is the later. If your personal grievance is about sexual harassment, you have 12 months to raise it with your employer from the date the event occurred or came to your notice, whichever is the later.

This period may be extended if there are exceptional circumstances, or if the employer consents. Submission of the grievance within this period is strongly advised to ensure the grievance can be pursued.

The PSA will act for you during the grievance process unless you prefer to represent yourself or seek other representation, for example legal counsel.

59.2. Resolving Employment Relationship Problems

Step One — Raising the Issue

If you think you have an employment relationship problem, then you should talk to your manager about it. You are entitled to support or representation, even at this stage.

If you do not want to raise the problem with your manager because of the particular nature of the complaint, you may prefer to raise it with your union delegate, an alternative manager or with Human Resources, for information about the next appropriate steps. Ngā Taonga wants all employment relationship problems to be resolved as quickly and informally as possible, and it will get the parties together to seek a resolution. If you have tried to resolve your problem within Ngā Taonga, but it has not been resolved, then you can use the formal process that is offered by the Ministry of Business, Innovation and Employment's Mediation Service.

Step Two – Mediation Service

You can use a formal process to help resolve your employment problem, personal grievance or dispute if you have not been able to resolve the matter with your employer. You can take your problem to the Mediation Service. The Mediation Service may help you by providing information about your rights and obligations. They may also suggest a meeting with your employer or anything else they think might help.

If you have a formal mediation, then it is up to you and your employer to reach an agreement on the outcome of your problem. The mediator facilitates the process and helps you and your employer come to an agreement. However, you and your employer can agree at the start of the mediation for the mediator to decide on the outcome. If you and your employer agree to this, then the mediator's decision is final.

You cannot appeal the mediator's decision to a higher authority.

Information on the Mediation Service is available from the website

https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems/mediation and freephone number 0800 20 90 20.

Step Three – Employment Relations Authority

If at the end of the mediation a resolution has not been reached, then either you or your employer could take the problem to the Employment Relations Authority (ERA). If the problem is about a strike or lockout or injunction, then you could take the issue to the Employment Court (EC). However, issues that relate to the negotiation of new terms and conditions of employment can only be addressed through mediation. You cannot take them to the Employment Relations Authority or Employment Court.

The Employment Relations Authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks relevant to the case. It may send the parties back to mediation if it thinks that the parties have not gone

through that process properly. If it arrives at a decision that you or your employer do not agree with then either of you can appeal that decision to the Employment Court.

Step Four - Employment Court

Appeals to the Employment Court must be made within 28 days of the Employment Relations Authority making its decision.

If you want further information about this process, then please contact:

- Your manager
- Your union representative
- Human Resources

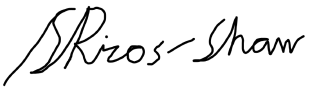
SIGNATURES

This agreement was signed on: 4 September 2026

Signed *for and on behalf of the employer*

Honiana Love
Tumu Whakarae - Chief Executive

NEW ZEALAND ARCHIVE OF FILM, TELEVISION AND SOUND
by its duly authorised representative



Signed *for and on behalf*

Sabina Rizos-Shaw
PSA Organiser

Of the NZ Public Service Association
by its duly authorised representative

SCHEDULE A - TVNZ Transfer terms and conditions – Different to current CEA

In order to meet the provision of the Transfer Agreement that the terms and conditions offered by Film Archive be no less favorable than those of your existing employment agreement with TVNZ, the terms and conditions specified below will replace the corresponding provisions of the Film Archive CEA.

Grandparented terms and conditions apply only to kaimahi who were employed on a TVNZ employment agreement at 31 July 2014.

1. **Hours of Work** The normal working hours for your position are 40 per week. You may need to work on any day of the week including statutory holidays for such hours as may be required. This may include weekend and shift work.
2. **Annual Leave** After you have completed six years of continuous service you will become entitled to a fifth week of annual leave for each subsequent year.

   Whilst your wishes regarding the taking of annual leave will be met as far as practicable, we reserve the right to decline requests for leave and/or to direct you to take leave at certain times, generally during off- peak periods in the year. We may direct you to take leave by giving you one month's notice.
3. **Sick Leave Accumulation** There will be no maximum accumulation for sick leave.
4. **Parental Leave** In addition to the entitlements provided under the Parental Leave Employment Protection Act 1987 and its amendments, should you meet the eligibility criteria outlined in the Act you may take up to two weeks of your annual leave entitlement at the time of the birth or adoption of your child. Where you return to work and complete a further six months' continuous service, the leave taken will be credited back to your annual leave entitlement. Kaimahi eligible for shorter leave benefits (that is, meet the 6-12 month eligibility criteria) are eligible for a pro rated amount of the leave re-credited entitlement.
5. **Service Leave** (replaces Film Archive's Long Service Leave) You are entitled to a one-off grant of 10 days' service leave after 10 years' continuous service and a further one-off grant of five days' service leave for every five years' continuous service thereafter. Service leave will be paid at a rate which is equivalent to your base salary and excludes benefits and allowances. Service leave must be taken in conjunction with annual leave, or may be taken in one or more periods at such time or times as may be agreed between us. Alternatively, we may agree that a payment in lieu of service may be made.
6. **Redundancy Compensation** The formula for redundancy will be 6 weeks' salary for service of one year, plus 2 weeks' salary for each additional year's service (or pro rata thereof for service of less than a complete year) up to a maximum of 44 weeks' salary.
7. **Time off in Lieu (TOIL)**

   If you are requested at short notice by your manager to respond after normal business hours to a TVNZ request you will receive:

   - A minimum of 3 hours TOIL
   - You may also be able to claim mileage under the Ngā Taonga Sound and Vision Staff Travel Policy

   If you are requested to respond on a public holiday The Holidays Act 2003 and its amendments applies and replaces TOIL.