

Toitū Te Whenua and Public Service Association Collective Employment Agreement

3 April 2023 to 2 April 2025



Stronger together

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Section 1. General Terms

1.1 Parties to the Agreement

1.1.1 This Agreement is made between the Chief Executive of Land Information New Zealand (referred to as 'the employer') and the New Zealand Public Service Association (referred to as 'the PSA').

"This Collective Agreement binds and is enforceable by:

- Land Information New Zealand (LINZ);
- The Public Service Association (PSA); and

Employees of LINZ:

- who are or become members of the PSA; and
- whose work comes within the coverage clause of this agreement."

1.2 Coverage

1.2.1 The provisions of this agreement apply to all PSA members employed by Toitū Te Whenua LINZ with the exception of:

- all those who report directly to the Chief Executive of LINZ;
- all people leaders and thought leaders who report to a direct report to the Chief Executive, and those who are part of the Toitū Te Whenua Senior Leader Cohort;
- all positions that reported to a direct report of the Chief Executive prior to 2 August 2021 but were subsequently impacted by a change in management tier, that are not captured in the Senior Leader Cohort (these positions are listed in Appendix 4);
- all employees working in the People function, excluding learning specialists;
- all people leaders in the Legal function;
- all employees engaged on a fixed term agreement of less than 3 months.

1.3 Term

1.3.1 This Agreement commences on 3 April 2023 and expires on 2 April 2025.

1.4 Variations

1.4.1 Any or all the provisions of this Collective Agreement may be varied by agreement between the parties. Variations will be ratified by union members affected by the changes, using the appropriate union ratification procedure.

1.4.2 Where agreement on a variation is reached between the parties, the variation will be either:

- set out in writing and attached to this Collective Agreement; or
- recorded within a new copy of this Collective Agreement as clearly marked changes.

1.5 Good Employer

- 1.5.1 LINZ is committed to the fair and proper treatment of employees in all aspects of their employment, including the provision of:
- good and safe working conditions;
 - equal employment opportunities;
 - the impartial selection of suitably qualified persons for appointment;
 - recognition of the aims and aspirations, employment requirements and involvement of Māori in the public service;
 - opportunities for the enhancement of the abilities of individual employees;
 - recognition of the aims and aspirations and cultural differences of minority groups;
 - recognition of the employment requirements of women, and persons with disabilities.

1.6 Affirmation of the Treaty of Waitangi

- 1.6.1 LINZ affirms the Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- 1.6.2 In support of our partnership with Māori, Manaaki Tangata sets out the values and concepts that underpin our relationship with our people and the PSA and the behaviours that support this collective agreement:
- **Kotahitanga** – through whanaungatanga (including whakapapa), building solidarity and unity that brings together diverse people in unity, connectedness, and mutual trust.
 - **Manaakitanga** – respect, generosity and care for our people to enhance mana and overall wellbeing in the workplace.
 - **Whakapiki** – uplifting and supporting the capability, cultural awareness and identity of our people to make their best contribution as individuals and leaders. This includes encouraging and normalising Tikanga, Te Reo and kawa practices.
 - **Whakamana** – empowering and enabling our people to contribute and perform well through validation and inclusion of their different perspectives, recognising and empowering rangatiratanga, wairuatanga and kaitiakitanga.

1.7 Ngā Kaupapa Principles

- 1.7.1 Te Rūnanga o Ngā Toa Āwhina (Te Rūnanga) represents and promotes the interests of Māori members within the PSA. To support this work, Te Rūnanga have introduced eight Kaupapa (collectively Ngā Kaupapa) which give a cultural insight and effect to Te Ao Maori in the workplace.
- 1.7.2 As it strives to create a flourishing environment for all New Zealanders, Toitū Te Whenua will promote the following principles and values, ensuring they underpin all that it does to make a real difference to those it serves.

- 1.7.3 In addition to our Manaaki Tangata values and concepts, Toitū Te Whenua and PSA agree to be guided by Ngā Kaupapa in implementing this collective agreement and in our ongoing engagement. Ngā Kaupapa consists of:
- Rangatiratanga: empowering Māori leadership.
 - Whānaungatanga: encouraging personalisation and high trust,
 - Kaitiakitanga: protecting Māori to secure working conditions and cultural identity.
 - Manaakitanga: encouraging health and well-being in the workplace.
 - Wairuatanga: promoting cultural behaviour.
 - Whakahiaito Umanga: career development.
 - Whakamana: developing effectiveness.
 - Kotahitanga: building solidarity and unity.

1.8 Gender Pay Gap

- 1.8.1 The parties are committed to achieving a working environment that is free from gender-based inequalities and enables all employees to achieve their full potential irrespective of gender.
- 1.8.2 The parties will endeavour to implement the Gender Pay Principles, which are a living and practical set of guidelines for use by all state sector agencies. At present, these principles are as follows:
- a. freedom from bias and discrimination – employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender;
 - b. transparency and accessibility – employment and pay practices, pay rates and systems are transparent; information is readily accessible and understandable;
 - c. relationship between paid and unpaid work – employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work;
 - d. sustainability – interventions and solutions are collectively developed and agreed, sustainable and enduring; and
 - e. participation and engagement – employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.
- 1.8.3 The parties will work together to meet Government expectations to close the Gender Pay Gap. The parties will also continue to work together to monitor the Gender Pay Gap.

1.9 Flexible Working

- 1.9.1 LINZ and the PSA will work together to meet the Government's expectations regarding the implementation of a flexible-by-default approach. LINZ and the PSA will continue to work together to ensure a positive and sustainable culture of flexible-by-default working centred around a relationship of trust and good faith. Flexible working arrangements should work well for both LINZ and the employee.
- 1.9.2 Different types of flexibility may suit different types of roles. Where this can be reasonably accommodated and works well for both parties, LINZ will provide flexibility in

- working arrangements, and will not unreasonably decline requests for flexible working arrangements.
- 1.9.3 One-off or ad-hoc informal flexible working arrangements are to be discussed and agreed in advance.
- 1.9.4 Flexible working arrangements (which may be requested under Part 6AA or 6AB of the Employment Relations Act 2000) provide an opportunity for an employee to request a variation to their work pattern. Such requests may relate to days of work, hours of work, or place of work and may be temporary or permanent. These requests can be made at any time. LINZ will respond in writing to requests on a case-by-case basis within a reasonable timeframe (no later than one month after receiving the request).
- 1.9.5 Formal changes to working arrangements must be agreed in writing between the employee and LINZ.
- 1.9.6 Holidays and leave entitlements are based on the employee's work pattern. If this changes, there may be implications for holidays and leave entitlements going forward and also for the leave balances accrued to date.
- 1.9.7 Individual flexible working arrangements will be routinely reviewed to ensure that they are continuing to work effectively and meeting both business and personal needs. Flexibility is a two-way commitment that requires cooperation and communication. Where these arrangements need to change due to genuine reasons, the parties will work together in good faith to reach an alternative arrangement.
- 1.9.8 More information about flexible working arrangements can be found on Whatukura.

1.10 Integrity

- 1.10.1 This agreement has been redrafted by consolidating and updating previous employment agreements to create a single agreement that accurately reflects the current LINZ environment.
- 1.10.2 It is the intention of the parties that this agreement should not lessen the conditions of employees.
- 1.10.3 If either party identifies that as a result of the redrafting process, an inadvertent omission has occurred or the redrafting has created an unintentional consequence or the parties have different interpretations of a clause, then the parties must discuss the issue. The parties can rectify the issue by jointly agreeing on an interpretation and, if necessary, agreeing to vary the agreement (by insertion or amendment) and arranging for ratification accordingly.
- 1.10.4 If the parties cannot agree on the interpretation of a clause or to reinsert an omitted clause the matter becomes a dispute to be pursued under s129 of the Employment Relations Act 2000.

Section 2. Hours of Work

- 2.1** The purpose of these hours of work provisions is to find a balance that is fair and reasonable to both the employer and the employee, and meets the requirements of the employer while recognising the need to maintain a balance between work and personal life.

2.2 Standard Hours

- 2.2.1 The standard hours of work for full-time employees are thirty-seven hours and fifty-five minutes per week and seven hours and thirty-five minutes per day. These hours being worked Monday to Friday, between the hours of 6:00am and 7:00pm, or as otherwise agreed in writing between the employee and LINZ.
- 2.2.2 Part-time hours (less than thirty-seven hours and fifty-five minutes per week) will be as agreed in the letter of offer within the parameters set by clause 2.2.1.
- 2.2.3 Those appointed to the Customer Support Team may be rostered to work their standard hours between Monday to Friday, 6:55am to 5:45 pm.
- 2.2.4 LINZ will provide 14 days advance notice to staff of the rostered hours they will be required to work excluding in exceptional circumstances in order to maintain business continuity. Those staff will have their rosters rotated as evenly as possible. LINZ will endeavour to give as much notice as possible to any changes of rostered hours.
- 2.2.5 Note that employees considered for reassignment to roles in the Customer Support Team under a restructuring situation will not be required to accept reassignment based on these rostered hours (clause 2.2.3).
- 2.2.6 Employees may be permitted to work reduced (part-time) hours where mutually agreed between the employer and the employee.

2.3 Flexible Hours

- 2.3.1 LINZ recognises the need for employees to have a level of flexibility around their working hours. Whenever possible, employees should be given the opportunity of working flexible hours.
- 2.3.2 Employees may by mutual agreement vary their working hours. LINZ will take into consideration the operational needs of the business when determining whether the employees request can be accommodated. The parties will recognise that in some roles where core hours are required, flexibility may be limited.
- 2.3.3 Requests will not be unreasonably withheld and short-term absences accommodated wherever possible.
- 2.3.4 Any ongoing agreed arrangements will be recorded in writing and may be subject to an agreed review period.

2.4 Extraordinary Situations

- 2.4.1 Where there is a genuine business need (e.g. IT system upgrades/rollouts/testing/specialist work which has a significant effect on the performance of LINZ systems) or emergency circumstances exist (eg disaster recovery or unforeseen circumstances), the employer can require an employee to start and/or finish their hours of work at any time within 6am and 10pm Monday to Sunday.

2.5 Additional Hours

- 2.5.1 Additional Hours are defined as all authorised time worked in excess of either:
- a. 8 Hours per day where a 5 day span is worked; or
 - b. 10 Hours per day where a 4 day span is worked; or
 - c. 40 Hours per week.
- 2.5.2 These criteria apply to both full-time and part-time employees. In the event that an employee works variable hours from week to week the average hours over a standard fortnight will be used.

2.6 Payment for Additional Hours

- 2.6.1 Where the employer requests and the employee agrees to work Additional Hours, the employee must be compensated for the Additional Hours worked as follows:
- a. Where an employee agrees to return to work after completing standard hours for the normal working day, or on a day not ordinarily worked, the employee will be paid at a rate of time one (T1) for 3 hours regardless of the actual time involved, except if more than 3 hours is worked then the time worked over and above 3 hours will be paid at a rate of time one and a quarter (T1¼).
 - b. Where it is agreed that an employee will work Additional Hours then the employee will be paid at a rate of time one (T1) for the first 3 hours and time one and a quarter (T1¼) thereafter or given Time off in Lieu at the employee's choice.
 - c. If an employee requests to work Additional Hours and the employer agrees, the employee will be able to take Time off in Lieu as compensation for the Additional Hours worked.
- 2.6.2 For employees in people leader positions, and thought leadership positions at the same level, that report to a people or thought leader as defined in clause 1.2.1 bullet point 2, clause 2.6.1 does not apply. Where those employees agree to work Additional Hours, they may take Time off in Lieu in accordance with clause 2.6.3.
- 2.6.3 In all cases:
- a. Ideally Time off in Lieu is to be taken within the month it is earned, however the Time off in Lieu must be taken within 12 months of being earned or forfeited.
 - b. The employee must have the employer's agreement on when Time off in Lieu is to be taken.
 - c. The employer can direct an employee as to when Time off in Lieu is to be taken, where possible the wishes of the employee are to be taken into account.
 - d. If not practical to release employees to take Time off in Lieu, the employer will pay the employee at time one (T1) for the Additional Hours worked.

2.7 Working on a Public Holiday

- 2.7.1 An employee who has approval to work on a Public Holiday will be entitled to be paid time and a half (T1½) for the time worked.
- 2.7.2 If that day would have been a normal working day for that employee, the employee will also be entitled to an alternative holiday.

2.8 Rest and Meal Breaks

- 2.8.1 Employees are entitled to a 10 minute rest break each morning and afternoon and an unpaid meal break of not less than half an hour during their normal working day. The timing of these breaks shall be agreed between the employee and the employer.
- 2.8.2 The employer will provide a range of agreed non-alcoholic beverages for rest and meal breaks.

Section 3. Performance Management

3.1 Performance Management Approach

- 3.1.1 Employees will participate in the LINZ Whakawhanake plan in which regular conversations occur between the manager and employee to support achievement of goals, uplift in individual capability and career progression. Throughout the year, conversations between an employee and their manager will ensure they are aware if they are "On-Track" to achieving the expectations outlined in their Whakawhanake plan or "Off-Track".
- 3.1.2 Where an employee is "Off-track" for an extended period, a formal performance improvement process may be entered into outlined in LINZs [Managing Performance Concerns policy](#).
- 3.1.3 At the end of the performance year, a final "On-Track" and "Off-Track" rating will be applied to each eligible employee, followed by a moderation process for those assessed as "Off-Track".
- 3.1.4 Employees have the right to request a review of their performance assessment for "Off-Track" ratings if their performance is not being managed through a formal performance management process (PIP).

Section 4. Learning and Development

4.1 Learning and Development Approach

- 4.1.1 LINZ is committed to encouraging the learning and the development of our people and that commitment is set out in our policies along with details of the support we offer. Our investment in the development of our people aligns with our strategic direction, our priorities and benefits the work we do and the service we provide now and into the future. We support our people to build capability, including in Te Reo and Tikanga, to engage effectively with Māori and iwi in furthering the Māori-Crown relationship.
- 4.1.2 Managers and employees will regularly discuss the employee's development needs, priorities and aspirations in order to reach an agreement on the individual's development plan. The majority of development is expected to be on-the-job learning (which includes learning by doing, the allocation of project work, special assignments, secondment opportunities, acting opportunities). This may be supplemented with e-learning, course attendance, and study assistance.

Section 5. Remuneration

5.1 Principles Underpinning the Remuneration System

- 5.1.1 The following principles underpin the LINZ remuneration system:
- a. Remuneration is a component of LINZ's approach to reward and recognition. Our aim is to attract, motivate and retain the BEST people.
 - b. Remuneration must be affordable. Remuneration must be able to be funded from LINZ's baseline funding.
 - c. LINZ's approach to remuneration must comply with the expectations of the Government of the day in relation to pay and employment conditions in the State Sector.
 - d. LINZ is committed to the Gender Pay Principles for the State Sector.
 - e. LINZ is committed to the fair and equitable treatment of all employees. LINZ recognises and values diversity. LINZ recognises that its approach to reward and recognition is enhanced by transparency, equity, consistency and simplicity in our remuneration system.

5.2 Entitlement to Review of Remuneration

- 5.2.1 Open term employees who are entitled will have their remuneration reviewed on or around 1 July annually. They must have had, at minimum, three months LINZ service at 1 July in their current position and/or Band to be entitled to a review of their remuneration. Employees have the right for a review of their remuneration outcome in line with the guidelines.
- 5.2.2 The provisions in 5.5 apply to open term staff only. Employees engaged on a fixed term agreement will normally have their remuneration set for the term of their employment. A review of remuneration for fixed term staff may only occur in circumstances where:
- a. The fixed term employee has been employed by LINZ on their current fixed term agreement for more than 12 months at 1 July; and
 - b. There has been no review of remuneration in the preceding 12 months; and
 - c. The fixed term employee is paid on the appropriate LINZ pay band for the position they occupy as set out in clause 5.4.3.

5.3 Public Service Pay Adjustment

- 5.3.1 The parties to this collective agreement recognise the value of their productive and ongoing relationship, and the benefits of a collective agreement. In recognition of the value of a new two-year Collective Agreement, the ongoing partnership the Employer has with the union party to this Collective Agreement, the following payments will be made:
- a. to each employee who is a member of the Public Service Association on the date of ratification, \$500 gross (pro-rated for part time employees), and capped at \$500 per individual.
- 5.3.2 In addition to this, all employees will receive an adjustment to their base salary (pro-rated for part-time employees) totalling:
- a. \$4000 effective 3 April 2023; and
 - b. The greater of \$2000 or 3% of base salary effective 3 April 2024 (capped at 3% of \$180,000).

5.3.3 For all employees a \$500 gross (pro-rated for part time employees) lump sum payment capped at \$500 per individual – effective 3 April 2024.

5.4 The Remuneration Framework and Pay Bands

5.4.1 LINZ will publish annually (1 July), on Whatukura, a list of positions under collective coverage by pay band.

5.4.2 Pay bands will have a range of 85% to 115% around the pay band midpoint (100%). All positions under the coverage of this Collective Agreement will be assigned by LINZ to a pay band. Job evaluation is the methodology LINZ will primarily use to assign positions to pay bands. The aim of job evaluation is to ensure that the relative pay rates between positions are fair and equitable and enable LINZ to meet the remuneration principles as set out in Clause 5.1.

5.4.3 The following pay bands are effective as at 3 April 2023 and 3 April 2024 as indicated in the table below and will apply for the term of this Collective Agreement:

3-Apr-23				3-Apr-24		
	Min	Midpoint	Max	Min	Midpoint	Max
Band	85%	100%	115%	85%	100%	115%
24	\$148,989	\$175,281	\$201,573	\$153,000	\$180,000	\$207,000
23.1	\$138,389	\$162,811	\$187,233	\$142,541	\$167,695	\$192,850
23.2	\$134,186	\$157,866	\$181,546	\$138,212	\$162,602	\$186,992
22	\$123,550	\$145,353	\$167,156	\$127,257	\$149,714	\$172,171
21	\$116,249	\$136,763	\$157,277	\$119,736	\$140,866	\$161,996
20	\$105,011	\$123,542	\$142,073	\$108,161	\$127,248	\$146,335
19	\$99,246	\$116,760	\$134,274	\$102,223	\$120,263	\$138,302
18	\$91,213	\$107,309	\$123,405	\$93,949	\$110,528	\$127,108
17	\$86,707	\$102,008	\$117,309	\$89,308	\$105,068	\$120,828
16	\$79,526	\$93,560	\$107,594	\$81,912	\$96,367	\$110,822
15	\$74,739	\$87,928	\$101,117	\$76,981	\$90,566	\$104,151
14	\$69,769	\$82,081	\$94,393	\$71,862	\$84,543	\$97,225
F0	\$67,093	\$78,933	\$90,773	\$69,106	\$81,301	\$93,496
13	\$64,724	\$76,146	\$87,568	\$66,666	\$78,430	\$90,195
12	\$60,107	\$70,714	\$81,321	\$61,910	\$72,835	\$83,761
11	\$55,661	\$65,484	\$75,307	\$57,361	\$67,484	\$77,607

5.4.4 The employer's job evaluation system will:

- Include a common and transparent set of criteria against which to assess positions;
- Be aligned with the employer's strategic objectives;
- Provide for external input into decisions.

5.4.5 If a position is changed, a request may be made (with appropriate approval) to have a position re-sized and the consequent placement in a pay band reviewed.

5.4.6 Where new positions are created that are similar to other positions already sized, they may be placed by the employer within the applicable pay band.

5.4.7 Where new positions are created that are not similar to any existing position, the employer may place them within an appropriate pay band taking into account the employer's job evaluation system.

5.5 Pay Progression Within Bands

5.5.1 Effective 1 July 2023 and thereafter

Employees who sit between 85% and 100% of their pay band will, at the 1 July review of remuneration, be entitled to a guaranteed pay increase equal to 2% of the midpoint of their pay band where:

- a. They have been in their position for a minimum of three months; and
- b. They were assessed through their Whakawhanake plan as "On-Track".

5.5.2 Employees who are on a pay band for seven years after 27 September 2018, and who are assessed as "On-Track" (or Achieving Expectations and above pre 3 April 2023) for each of those years are guaranteed to reach the pay band midpoint in that time. If they have not, they will be entitled to move to their pay band midpoint on their seventh anniversary on their pay band or 1 July 2025 whichever is the sooner. For the avoidance of doubt any years during which the employee is graded below "On-Track", and any periods where the employee is on leave without pay excluding parental leave, will not be included in the seven years.

5.5.3 Employees assessed as "Off-Track" and who are subject to a formal performance improvement plan will not be eligible to receive an increase in pay.

5.5.4 LINZ may, at its discretion, decide to increase individual pay rates at a rate greater than the guaranteed pay increase that applies to staff between 85% and 100% of the pay band for reasons related to performance. LINZ will have regard to the Gender Pay Principles when exercising such discretion.

5.5.5 As part of each remuneration review process, the employer will undertake a moderation exercise in relation to the discretionary element of remuneration increases prior to advising employees of the outcome of the remuneration review. Principles considered as part of the moderation process will include (but are not limited to) ensuring:

- a. The proposed pay increases are affordable;
- b. That rewards have been applied fairly and equitably across LINZ;
- c. The importance of closing the gender pay gap.

5.6 Remuneration Forum

5.6.1 The PSA and the employer agree to share relevant information as it affects PSA members throughout the annual remuneration review process.

5.6.2 LINZ will convene a joint Remuneration Forum prior to the annual remuneration review, no later than 1 June. The purpose of this forum will be to share information with the PSA on the level of funding that will be allocated for discretionary increases in the upcoming remuneration round. For the avoidance of doubt, LINZ will make the final decision on the composition of any additional and discretionary pay increases in alignment with current public service pay guidance.

5.7 Relationship with Performance Management

5.7.1 At the annual review of remuneration, all employees assessed as "On-Track" will be guaranteed pay movement in accordance with 5.5.1. For employees assessed as "Off-Track" and on a formal performance improvement plan (PIP) no pay movement will occur until successful completion of the PIP or their performance has improved and assessed as "On-Track". Any corresponding pay movement will not be backdated.

5.8 Calculation of Salary and Wages

5.8.1 Salary is defined as payment for a period of 261 working days. The hourly salary rate is calculated as follows where an employee's Hours of work are 40 per week or 37 hours and 55 minutes per week:

5.8.2 $\text{Salary} \div 365 \times 14 \div 80 = \text{hourly rate}$

5.8.3 Salary and allowances will be paid to part-time employees on a pro-rata basis using the following formulae:

- where the standard hours per week for a full time worker are 37 hours 55 minutes: $(\text{Number of hours worked per week} \div 38 \text{ hours}) \times 100 = \% \text{ payable}$
- where the standard hours per week for a full time worker are 40: $(\text{Number of hours worked per week} \div 40 \text{ hours}) \times 100 = \% \text{ payable}$

5.8.4 Reimbursing allowances shall be paid at the full rate.

5.9 Deductions from Salary or Wages

5.9.1 The employer, following consultation with the employee, shall be entitled to make a deduction from the salary of the employee:

5.9.2 Pursuant to the Wages Protection Act 1983 with the required notice being given to the employee; or

- a. At the employee's written request; or
- b. To refund any anticipated annual and sick leave from final pay.

5.10 Payment of Salary and Wages

5.10.1 Salaries shall be paid fortnightly by direct credit to a bank account nominated by the employee.

5.10.2 Employees will have access to electronic versions of their pay records for each pay period.

5.11 Retirement Savings

5.11.1 Open Term and Fixed Term employees may join a Government-recognised Retirement Savings Scheme and may be eligible to receive the employer's contribution to that scheme.

Section 6. Allowances and Expenses

6.1 General Expenses

- 6.1.1 Employees will be reimbursed for any actual and reasonable authorised expenses incurred in the course of their employment unless otherwise provided for by section 5 of this Agreement. The employer will ensure the fair, consistent and prompt reimbursement of any such expenses.
- 6.1.2 If the expense is large and can be paid directly by LINZ then the employer will meet such expenses by making a direct payment to the supplier.
- 6.1.3 The amount unless otherwise provided for in this section of this Agreement is to be negotiated with the manager before the expenses are incurred.

6.2 Higher Duties Allowance

- 6.2.1 Where an employee is required to perform the duties of a higher level position for a minimum of five consecutive working days they will be paid an allowance equivalent to the difference between their usual salary and 85% of the range for the higher position with a minimum allowance of 6% of their base salary rate. Where an employee qualifies for this allowance, the payment will be effective from the date the higher duties were first performed.
- 6.2.2 Where an employee is required to perform only some of the duties of a higher level position they will be paid a proportional amount of the higher duties allowance.
- 6.2.3 In the event that the employee is subsequently promoted to the higher graded position the appointment shall be effective from the date the higher duties were performed for the purpose of recognizing service duration in this position. Where an employee was receiving a higher duties allowance any increase in remuneration upon appointment will not be backdated.
- 6.2.4 For employees in people leader positions, and thought leadership positions at the same level, that report to a people or thought leader as defined in clause 1.2.1 bullet point 2, clauses 6.2.1 and 6.2.2 do not apply. LINZ and the employee should agree an arrangement that is suitable in the particular circumstances.

6.3 Information Strategy and Delivery (IS&D) On-Call Allowance

- 6.3.1 The employer may require employees in the Information Strategy and Delivery group to participate in an on call roster to provide 24/7 coverage to advise on and remedy information technology faults relevant to the position held by the employee.
- 6.3.2 While on call the employee is required to maintain 'fitness' to respond to calls, remedy faults remotely, and if necessary return to the workplace to conduct out of hours remedial work in accordance with the IT Service Level Agreements.
- 6.3.3 For provision of this on call coverage the employee will receive an allowance of a weekly rate (exclusive of any public holidays) of \$225, calculated on the basis of:
 - a. \$25 per weekday, and \$50 per weekend day;
 - b. Public holidays = weekend rate, plus half again = \$75.

- 6.3.4 This allowance will include compensation for remaining contactable 24/7 by mobile phone for the period rostered to be on call and for provision of advice and fault remedies undertaken remotely from the workplace.
- 6.3.5 Where an on-call employee is required to return to the workplace to remedy a fault outside of normal work hours, a minimum of three hours at ordinary rate of pay will be paid.
- 6.3.6 Where an employee is rostered to be on call for a public holiday, they will be granted an alternative holiday (Statutory day in lieu).
- 6.3.7 Where an employee is called back to work on a public holiday, they will be paid an additional time-half (T1/2) for either the minimum of three hours or, for each hour worked on the public holiday, whichever is the greater.
- 6.3.8 To assist payroll processing, weekly on-call timesheets will require completion and managerial approval.
- 6.3.9 The employer agrees to monitor and manage any Health and Safety or performance issues relating to the employee undertaking an overall roster including the right to withdraw these arrangements in the event of the roster having any negative impacts on the employee's health or performance.

6.4 Meal Allowance

- 6.4.1 Where an employee takes a meal break and works two or more Additional Hours (overtime) at the completion of their normal days work they will be paid an allowance of \$13.05.
- 6.4.2 Where an employee has a meal with a client or is working away from their normal place of work in the evening they will be reimbursed on an actual and reasonable basis in accordance with LINZ's Sensitive Expenditure Policy and Guideline.

6.5 Travel Expenses

Reimbursement of travel expenses

- 6.5.1 From time to time LINZ may require an employee to travel domestically on LINZ business either on a day trip or for more than a day. This section does not apply to travel related to attending the office for those who routinely work from home or an alternate location. It is each employee's responsibility to get themselves to the LINZ office of their employment.
- 6.5.2 When employees travel for work purposes, to minimise administration LINZ prefers expenses to be paid using a LINZ credit card if the employee has one, or (for accommodation and meals) by charge back through the hotel. For expenses where neither of these methods is possible, LINZ will reimburse employees for the expenses they incur in undertaking work travel.
- 6.5.3 Work travel expenses for meals and incidentals must be reasonable and appropriate for the expenditure of public money, and must not include alcohol.
- 6.5.4 LINZ will reimburse employees for meal expenses at the rates set out below. These rates have been set as an alternative to employees producing their receipts of expenditure. The rates represent an appropriate reimbursement of the expenses the employee has incurred.

6.5.5 If an employee considers they have incurred expenses at less than the rate below, they may claim a lower amount of reimbursement, but this is a matter for the employee to decide.

Reimbursement rates

- | | |
|--------------------------|--|
| Travel staying overnight | <ul style="list-style-type: none">• \$90 for each complete period of 24 hours for one main meal and two other meals.• \$45 for breakfast and lunch or \$65 for lunch and evening meal, for a part-day of travel as part of an overnight trip. |
| Day travel | <ul style="list-style-type: none">• Either \$45 for breakfast and lunch or \$65 for lunch and evening meal. |

6.5.6 An employee may seek advance payment of the reimbursement amount before they depart for the travel, if they have cash flow concerns and advance payment is needed to enable them to meet their expenses during the travel.

6.5.7 When travel is disrupted or in other unforeseen circumstances that cause increased cost to the employee, the employee may claim actual and reasonable expenses greater than the limits specified above subject to the production of receipts.

Travel times

6.5.8 For health, safety and wellbeing reasons, LINZ prefers that employees do not travel outside the hours of 7.00 am to 7.00 pm. In particular, driving outside these hours is actively discouraged for health and safety reasons. Employees should try to organise business travel within the 7.00 am to 7.00 pm window.

Use of credit cards and charging back expenses to LINZ

6.5.9 Frequent travellers are encouraged to have a LINZ credit card that should be used to pay for travel expenses. Expenses such as accommodation costs and meals should also be charged back to LINZ through the hotel wherever possible. These methods of payment minimise administration time and cost.

Infrequent travellers

6.5.10 Employees who do not have a LINZ credit card, and cannot have expenses charged back through the hotel, can claim reimbursement of expenses as set out in clause 6.5.2.

6.6 Payment of Professional Fees

6.6.1 The employer will pay for the costs of membership fees, registration and/or annual practicing fees where the qualification or certificate is a requirement for the performance of the employee's duties.

6.7 Alternate Location Expenses

6.7.1 Employees who are required to perform relieving or other duties for a minimum period of 14 nights away from home will receive actual and reasonable accommodation costs and an allowance for meals and incidentals of \$70 per 24 hour period and \$30 for each period of less than 24 hours. For the avoidance of doubt, this allowance will not be available for periods of less than 24 hours that fall on either a Saturday or Sunday when the Employee is required to fly home on one of these days.

6.8 Motor Vehicle Allowance

6.8.1 Where, by mutual agreement, an employee uses their own vehicle for work purposes, they will be reimbursed at published Inland Revenue rates.

6.9 Emergency Training

6.9.1 Designated first aiders, fire wardens and civil defence representatives will have their training costs paid for by LINZ and will be provided with paid time off to attend required training at normal pay.

6.10 Special Duties Allowance

6.10.1 The employer may approve payment of a special duties allowance where the payment of a higher duties allowance is not justified.

6.11 Out of Pocket Expenses

6.11.1 LINZ will reimburse employees for approved expenses incurred by an employee in the performance of their role.

6.12 Expenses for Dependant Care

6.12.1 Where an employee is required to work away from their usual place of employment or is required to work such Additional Hours that this results in extra costs for the care of dependants, the extra amount will be reimbursed on an actual and reasonable basis.

Section 7. Holidays and Leave

7.1 Service Recognition

7.1.1 For service-based entitlements other than annual, sick, and refresher leave LINZ will only recognise service with LINZ when calculating any service-related entitlements. For previous LINZ service to be recognised, that service must have ended within five years prior to the most recent appointment to LINZ.

7.1.2 Nothing in clause 7.1.1 shall alter the entitlements of employees eligible for the grandfathered provisions set out at Appendices 1 and 2.

7.1.3 When determining an employee's annual entitlement to annual and sick leave, LINZ will recognise previous service with public service organisations provided this service ended within five years of joining LINZ. Where previous service is recognised for:

- a. annual leave entitlement purposes, the employee will be entitled to 5 weeks annual leave per year from the employee's anniversary date following the completion of five years' combined previous and current service;
- b. sick leave entitlement purposes, the employee will be entitled to an additional 5 days of sick leave per year from the employee's anniversary date following the completion of two years' combined previous and current service.
- c. refresher leave purposes, the employee will be entitled to one week's refresher leave on the completion of three years of continuous service at LINZ if they have recognised previous service of 5 years or more at another public service organisation.

7.2 Public Holidays

- 7.2.1 Employees are entitled to the following paid public holidays:
- a. Christmas Day
 - b. Boxing Day
 - c. New Year's Day
 - d. 2nd of January
 - e. Waitangi Day
 - f. Good Friday
 - g. Easter Monday
 - h. Anzac Day
 - i. the Birthday of the reigning Sovereign
 - j. Matariki
 - k. Labour Day
 - l. Anniversary Day of the region.
- 7.2.2 Where a Public Holiday falls during a period of annual leave, sick leave on pay or special leave on pay, the employee shall be entitled to that holiday which shall not be debited against such leave.
- 7.2.3 In the case of part time and fixed term employees, public holidays will be granted only where the day concerned is a day normally worked by that employee, for the number of hours normally worked by that employee.

7.3 Annual Leave

- 7.3.1 Employees will be entitled to annual leave as follows (pro-rata for part time employees):
- a. On completion of one year's continuous service with the employer, 4.6 weeks annual leave per year;
 - b. On completion of five years' continuous service with the employer, 5 weeks annual leave per year.
- 7.3.2 The employee will be required to take annual leave during the period 25 December – 2 January on days where the office is deemed to be closed, up to a maximum of 3 days.
- 7.3.3 Should an employee be required to work on a day between 25 December and 2 January where the office is deemed to have closed and they were otherwise required to take annual leave, then the employee will be paid their normal rate of pay and have the relevant day(s) annual leave credited.
- 7.3.4 Subject to the Holidays Act 2003, the timing of taking annual leave will be decided by mutual agreement between the employee and the employer taking into account business requirements and personal preferences. As far as practicable the employee's wishes in the matter are to be considered.
- 7.3.5 An employee may be able to anticipate annual leave by mutual agreement with the employer, to be refunded if necessary on resignation/end of employment. In determining

the amount of leave that may be anticipated consideration should be given to both the needs of the employee and the business.

- 7.3.6 Employees with over 20 years' continuous service may anticipate one year's annual leave for the purposes of taking an overseas trip.
- 7.3.7 Employees can carry forward up to five days of annual leave entitlement into the next year. More than five days annual leave entitlement may be carried forward by mutual agreement.
- 7.3.8 Except as specifically provided by the employer, an employee who has been absent on special leave without pay in excess of 5 weeks (including Saturdays or Sundays) in one or more periods in any leave year is to have his/her annual leave accumulation stopped until employment resumes.

7.4 Refresher Leave

- 7.4.1 Employees will be entitled to one week's refresher leave on the completion of each five years of continuous service (for example: at the 5, 10, 15, 20, 25 and each subsequent 5 year anniversary thereafter). Refresher leave is to be taken in one continuous block.
- 7.4.2 All refresher leave must be taken prior to the next entitlement of Refresher Leave falling due. Any leave not taken by the next Refresher Leave entitlement will be forfeited.
- 7.4.3 In exceptional circumstances, if an employee has planned extended leave that they intend to use accrued refresher leave for, and the leave is being taken after the period available for it to be taken; the employee must obtain their manager's approval to carry this balance over and submit a corresponding leave application.
- 7.4.4 At the time the leave is taken it will be paid out at the employee's standard weekly rate. In the event that an employee works variable hours the average hours over a standard fortnight will be used to determine a "week".
- 7.4.5 An employee who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken refresher leave to which they may be entitled.

7.5 Military Leave

- 7.5.1 Employees who undertake military training in terms of the Volunteers Employment Protection Act 1973 will receive 12 weeks' leave for the initial training plus up to four weeks per year thereafter.

7.6 Jury Service and Witness Leave

- 7.6.1 When an employee is required for jury service, or obliged to attend as a witness, paid leave will be provided to attend; any juror's fees are to be repaid to the employer. An employee can elect to take annual leave or leave without pay in which case the fees may be retained.
- 7.6.2 Where an employee is required as a witness, or in a specific role, to attend Māori Land Court, claimant negotiations concerning land issues, or Waitangi Tribunal hearings, special leave will be provided to attend.

7.7 Special Leave

- 7.7.1 The employer may grant an employee special leave with or without pay. Placement on return from special leave of more than one month cannot be guaranteed. An employee

who cannot be placed in employment on return from special leave will be given one month's notice in writing that the employment is to be terminated.

- 7.7.2 Leave without pay of more than one month interrupts but does not break service. (Note: Parental leave is excluded from this clause). This means that a period of leave without pay does not count for service based entitlements.
- 7.7.3 Employees may elect to purchase Additional leave in accordance with LINZ policy. This Additional leave will be either one or two weeks and the value of the Additional leave is deducted from the employee's salary.

7.8 Bereavement/Tangihanga Leave

- 7.8.1 An employee shall be granted paid bereavement leave to discharge obligations or pay respects to a deceased person with whom there has been a close association, including any particular cultural requirements (such as attending Tangihanga, Hura Kōhatu, or rites associated with Whakatahe or their equivalent in any culture), and where an employee is affected by a still-birth or a miscarriage.
- 7.8.2 If bereavement/tangihanga leave is not appropriate, the employer may grant annual leave or leave without pay for this purpose.
- 7.8.3 The decision by the employer to grant time off will be made as quickly as possible and shall take into account:
 - a. Time required to discharge responsibilities for arrangements/ceremonies relating to the death, including differing cultural expectations;
 - b. Travel requirements; and
 - c. That the relationship need not be a blood relationship.
- 7.8.4 Where bereavement occurs during annual leave, the employer must permit the period of bereavement to be debited against bereavement leave.
- 7.8.5 Where bereavement occurs during refresher leave or paid sick leave, the employer may permit the period of bereavement to be debited against bereavement leave.
- 7.8.6 Employees will be entitled to one day's paid leave to attend Hura Kōhatu (unveiling).

7.9 Sick Leave

- 7.9.1 Employees may be eligible to apply for Special Leave in accordance with Clause 7.7.
- 7.9.2 An employee shall be entitled to 10 days' paid sick leave, for each complete year of service, increasing by five days per annum after 2 years' continuous service, or sick leave without pay on production of a medical certificate. Sick leave is to be computed in working days. No deduction will be made for absences of less than 2 hours.
- 7.9.3 Where an employee has not used all of their sick leave entitlement in any one year the balance will be carried forward to subsequent years to a maximum of 130 days current entitlement in any year.
- 7.9.4 Where absence on paid sick leave extends beyond 4 working days, employees may be required to produce to their manager a medical certificate stating the probable period of absence. The employer may direct the employee to submit to a medical examination by another registered medical practitioner at the employer's expense.

- 7.9.5 Employees who have exhausted their annual sick leave entitlement may anticipate up to 5 days sick leave from their next year's entitlement.
- 7.9.6 An employee may use their paid sick leave entitlement when they attend to a member of their family or household who through illness becomes dependant on the employee. This provision also applies to the illness of caregivers.
- 7.9.7 Where sickness occurs during annual or refresher leave, the employer may permit the period of sickness to be debited against sick leave.
- 7.9.8 In the event of long-term illness, and an employee's sick leave entitlement is exhausted, the employer may grant Additional paid sick leave to cover the period of illness.

7.10 Parental Leave

- 7.10.1 Parental leave is available in accordance with the Parental Leave and Employment Protection Act 1987 (the PLEPA). Statutory paid parental leave is funded and administered by IRD.
 - a. An employee is entitled to parental leave for the delivery of their child (in the case of a child to be born to the employee or to the employee's spouse or partner); or assumption of permanent primary responsibility for the care of the child under 6 years of age (in any other case).
 - b. Leave up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by LINZ.
- 7.10.2 Further information is available through LINZ's People team and the parental leave page on Whatukura (LINZ's intranet). More information about taking unpaid parental leave is available on MBIE's website (<https://www.employment.govt.nz/leave-and-holidays/parental-leave/>). More information about statutory paid parental leave is available on the IRD website (<https://www.ird.govt.nz/paid-parental-leave>).
- 7.10.3 In addition employees who take parental leave are also entitled to the benefits set out below.

Parental leave top up payment

- 7.10.4 Where an employee is entitled to parental leave and eligible to receive the statutory paid parental leave payment, LINZ will make a top up payment in addition to the statutory paid parental leave payment for a total of 18 weeks.
- 7.10.5 The top up payment will be calculated at the rate of the employee's base pay that would have applied during the 18 weeks, less that statutory parental leave payment received.
- 7.10.6 Provided that, if both partners are employed in the Public Service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it. Any adjustments to the salary scale that are backdated into the period covered will apply. An employee will receive a payment if eligible regardless of any payment that may have been made to his/her partner by a private sector employer.

7.10.7 An employee who is absent on parental leave for less than 18 weeks and eligible to receive the statutory parental leave payment, LINZ will make a top up payment per the calculation in 7.10.5, pro-rated to the period of their absence.

7.10.8 Where an employee works less than full normal hours for a short period only, prior to taking parental leave, they may have their case for full payment considered by LINZ.

Notice to take parental leave

7.10.9 Under the PLEPA employees are required to give at least 3 months' notice before the expected date of delivery. However, at LINZ, employees only need to give one month's notice in writing.

Partners leave

7.10.10 An employee not taking leave under clause 7.10.1(a) may take a continuous period of up to 14 days on leave without pay as partners leave. Leave may be taken anytime during the six week span beginning 21 days before the expected date of delivery or assumption of care and ending 21 days after the actual date of delivery or assumption of care.

7.10.11 Any period of partners leave is not counted as part of the total parental leave period available.

Job Protection

7.10.12 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one they occupied at the time of commencing parental leave.

7.10.13 A similar position means a position:

- At the equivalent salary and grading; and
- In the same location or other location in reasonable commuting distance; and
- Involving responsibilities broadly comparable to those exercised in their previous position.

7.10.14 When an employee goes on parental leave LINZ must, as first preference, hold the employee's position open and fill it temporarily.

7.10.15 If LINZ is unable to keep the employee's position open then, at the time the employee indicates their intention to return to work, LINZ will provide a written offer of one of the following (in order of priority):

7.10.16 The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or

7.10.17 If this is not possible LINZ may approve one of the following options:

- Extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
- An offer to the employee of a similar position in another location if one is available with transfer assistance applying; if the offer is refused the employee continues on extended parental leave as provided in 7.10.17(a) for up to 12 months; or
- The appointment of the employee to a different position in the same location (a position of a lower grading or one involving different duties, i.e. not a similar position as defined above); if the appointment is not acceptable to the employee,

- the employee continues on extended parental leave as provided for in 7.10.17(a) for up to 12 months; or
- d. Where extended parental leave as provided in 7.10.17(a) expires and no position is available for the employee, the employee continues on leave without pay and LINZ may terminate employment within three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days' leave that they could have earned if they had had the opportunity to return to work after parental leave (see clause 12.3.3. of Appendix 2).

Surplus Staffing

- 7.10.18 In the event that an employee's position becomes affected by change during a period of parental leave, the employee will be notified and consulted in terms of the provisions of Section 10 Organisational Change.

Returning to work from Parental Leave without Pay

- 7.10.19 On returning to work from a period of parental leave without pay, the employee may by mutual agreement work part time hours.
- 7.10.20 LINZ will provide any training required to integrate the employee back in to their substantive role.

Re Entry after Absence due to Childcare

- 7.10.21 An employee who resigned from LINZ to care for pre-school children may apply to re-enter LINZ under preferential provisions provided that:
- 7.10.22 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave;
- a. The applicant must:
- produce a birth certificate for the pre-school child;
 - sign a statutory declaration the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- Note: Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned at a rate in excess of a weekly average equivalent to 15 hours at \$27,000 the employee's eligibility for re-entry under these provisions will be at LINZ's discretion.
- 7.10.23 An applicant seeking to return to LINZ should give at least 3 months' notice.

Preferred Appointment

- 7.10.24 Where the applicant meets all the provisions of above and, at the time of application;
- Has the necessary skills to fill competently a vacancy which is available in LINZ; and
 - The position is substantially the same in character and at the same or lower salary and grading as the position previously held;
- the applicant under these provisions is to be appointed in preference to any other applicant for the position.

Absence for Childcare Reasons

- 7.10.25 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other service related entitlement.

No Right of Review

- 7.10.26 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning.
- 7.10.27 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 1 of the re-entry after absence due to childcare in 7.10.21 the benefits of these provisions will lapse.

Annual leave on return from parental leave

- 7.10.28 In accordance with the Holidays Act 2003, annual holidays are paid at a rate that is based on the greater of the employee's ordinary weekly pay or the employee's average weekly earnings. There is an exception to this in the PLEPA – any annual leave entitlement earned during or within 12 months of a return from parental leave is paid at the rate of the employee's average weekly earnings. LINZ will however pay this entitlement at a rate that is based on the greater of the employee's ordinary weekly pay or average weekly earnings, as an enhancement on the minimum entitlement.
- 7.10.29 This is not applicable to employees who are paid annual holiday pay with their pay in accordance with section 28 of the Holidays Act 2003.

7.11 Family Violence Leave

- 7.11.1 LINZ recognises that when employees experience family violence in their personal life, their attendance, performance, or safety at work may be affected.
- 7.11.2 An employee who is a person affected by family violence, as defined by the Act, shall be entitled to family violence leave in accordance with the Holidays Act 2003.
- 7.11.3 Employees who are persons affected by family violence can also work with their manager to identify practical ways that they can be supported at work in accordance with the Employment Relations Act 2000. This may include, but is not limited to:
- Changes to working hours, location of work or duties on a temporary basis;
 - Changes to the employee's work telephone number and/or email address; and/or
 - Other appropriate measures in the circumstances as agreed.
- 7.11.4 Further information about the support available for employees who are persons affected by family violence can be found in LINZs policies.

7.12 Retirement Leave

- 7.12.1 PSA members who joined LINZ prior to 22 February 2011 are eligible for retiring leave as set out in grand-parented retiring leave provisions in Appendix 1.
- 7.12.2 Eligible persons are listed at Appendix 1 Part 1.

Section 8. Health and Safety

8.1 Health and Safety

- 8.1.1 LINZ is committed to and has a responsibility to provide a safe and healthy work environment.
- 8.1.2 It is everyone's responsibility to work together to identify and manage risks and ensure, so far as is reasonably practicable, a healthy, safe and incident-free work environment.
- 8.1.3 The parties are committed to uphold their respective duties under the:
- a. Health and Safety at Work Act 2015 and amendments
 - b. Regulations made under the Act
 - c. Ministry of Business, Innovation and Employment and WorkSafe Codes of Practice
 - d. LINZ wellness and safety policies
 - e. LINZ incident management and business continuity plans, which support the business to get through an emergency and keep critical work processes going
 - f. LINZ guidelines – the parties acknowledge that LINZ has published specific guidelines about pandemic management, which are available on Whatukura (LINZ's intranet).
- 8.1.4 LINZ Personal Protective Equipment policy covers the provision of protective clothing and/or equipment in circumstances where an employee is required to carry out LINZ's duties. Costs will be met by the employer where an employee is required to carry out LINZ's duties.

8.2 Visual/Hearing Health

- 8.2.1 LINZ is committed to ensuring that employees are able to perform their duties with the use of visual and hearing technology.
- 8.2.2 LINZ will in accordance with the LINZ Wellbeing policy reimburse the cost of an eye and/or hearing test and will upon the determination of a change in vision or hearing by a registered practitioner contribute to the cost of replacement lenses, spectacles or hearing aids with the remainder of the cost being borne by the employee.
- 8.2.3 Employees (employed on a term of six months or more) are able to submit multiple claims throughout the calendar year, up to the total amount specified on Whatukura.

8.3 Positive workplace behaviours

- 8.3.1 LINZ is committed to providing a workplace that is healthy, safe, respectful and professional where behaviour is guided by our organisational values and is at all times consistent with our code of conduct and good employer principles.
- 8.3.2 Employees are expected at all times to demonstrate positive workplace behaviours.
- 8.3.3 LINZ has zero tolerance for:
- workplace harassment, discrimination, bullying or violence (collectively referred to in this policy as "unwelcome or inappropriate behaviour");
 - victimisation of a person making or supporting a complaint of unwelcome or inappropriate behaviour.

- 8.3.4 Where someone becomes aware of unwelcome or inappropriate behaviour in the workplace they are encouraged to speak up and report such behaviour – irrespective of whether they are the recipient or a witness.
- 8.3.5 LINZ will provide a mechanism for reporting an incident of harassment, ensuring a fair investigation and avoiding reprisal against the complainant. It is the responsibility of both management and employees to behave in a manner that is respectful of others.

8.4 Employee Assistance Programme

- 8.4.1 The employer is committed to the wellbeing of its employees. It is in the best interest of the employer and all employees that an employee whose work performance is affected by work or personal problems should receive early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career.
- 8.4.2 EAP provides employees with free (up to 4 sessions), confidential and professional help to assist with issues affecting their work performance. Counselling is about helping employees understand their situation, consider options and find answers that work for them.
- 8.4.3 Additional sessions may be approved when requested by Vitae (our current preferred provider). Call 0508 664 981 (24 hour service) or [complete the online referral form](#).

8.5 Special Leave for the Care of Dependents

- 8.5.1 Special leave for the care of dependants is unpaid leave where an employee cares for a dependant relative in a situation where the relative requires long term home assistance (as a result of a disability or illness).
- 8.5.2 Subject to the approval of their manager, an open term employee may be eligible to take up to a maximum of 12 months' unpaid leave for the care of a dependant. Independent verification of the disability or illness may be required.
- 8.5.3 Unless 7.9.5 applies, when approval is given for an employee to take special leave, the employee will be entitled to resume work in the same or similar position to the one they held prior to commencing special leave for the care of a dependant. This special leave without pay interrupts but does not break service.
- 8.5.4 If LINZ is unable to keep the employee's position open because a temporary replacement is not reasonably practicable due to the key position occupied within the department by the employee, then LINZ will advise the employee of this prior to the commencement of leave. If the employee still chooses to proceed on leave without pay, options available when considering the employee's return to work include:
- a. The offer of employment to a similar position the employee has the skills and capability to undertake if one is available; or
 - b. Where no position is available for the employee, the employee continues on leave without pay and LINZ may terminate employment with three months' notice.
- 8.5.5 In the event that an employee's position becomes affected during a period of special leave for care of dependants, they will be notified and consulted in terms of the change management provisions contained in this agreement.

8.6 Personal Leave

- 8.6.1 LINZ may approve a period of paid leave where time off would enable the employee to address personal or wellbeing issues.
- 8.6.2 Such leave will be approved on a case by case basis taking into account the circumstances as presented. Such leave will not be unreasonably withheld.

Section 9. Union Activities

9.1 Union – Employer Relationship

- 9.1.1 LINZ will provide PSA members with reasonable time to meet and discuss union business. LINZ will provide at least 4 hours per year for such meetings if required. The PSA will provide LINZ with as much notice as possible of such meetings to enable arrangements to be made for operations to continue.
- 9.1.2 PSA representatives may enter the workplace for purposes related to the employment of its members or to the business of the PSA. Representatives may enter the workplace at reasonable times and in a reasonable manner having regard to workplace operations.
- 9.1.3 Where authorised by an employee, the employer will deduct PSA membership fees and send these to the PSA.
- 9.1.4 Provided that the employer's operational requirements are met, the employer will:
- a. Recognise the PSA delegates as representatives of the Union on the job;
 - b. As part of the initial induction process for new employees, offer the PSA an opportunity to talk to new employees to provide for introduction to the PSA delegate and to make available PSA application forms and fee deduction forms;
 - c. Permit reasonable time-off for members involved in personal grievances;
 - d. Permit reasonable time-off for delegates to discharge their official functions and attend training;
 - e. Permit delegates reasonable use of the employer's equipment (photocopying, typing, internal distribution and telephone) to discharge their delegates' duties, providing that the approval of the local Manager has been gained; and
 - f. Allow access by delegates to members in the workplace in order to discharge their functions as delegates.
- 9.1.5 LINZ and the PSA will undertake a bipartite approach for the purpose of achieving the following outcomes:
- meaningful recognition and engagement
 - commitment to work together
 - focus on shared interests.
- 9.1.6 The following principles apply:
- good faith in dealings with each other
 - no surprises to either party
 - future focus to discussions
 - problem solving approach to issues
 - commitment to positive outcomes

- listening to add value
 - sharing of relevant information.
- 9.1.7 LINZ/PSA bipartite meetings will be held at both a strategic and operational level.
- 9.1.8 LINZ and the PSA will hold regular relationship meetings on the following basis:
- a. At quarterly intervals between representatives of the PSA and LINZ' Group Manager Human Resources; and
 - b. At least once a month between the representatives of the PSA and the LINZ Human Resources team.
- 9.1.9 As a general principle the parties will seek to resolve any employment relationship problem at the lowest appropriate level in the first instance.
- 9.1.10 PSA members are able to access support through PSA officials (either elected delegates or employed organisers). The PSA can be contacted via enquiries@psa.org.nz or 0508 367 772.

Section 10. Organisational Change

10.1 Restructuring and Surplus Staffing Provisions

- 10.1.1 These provisions relate to employees who are or may be affected by a restructuring situation. They will apply to all employees who for all intents and purposes have ongoing expectation of employment. They will not apply to employees engaged as temporary employees who have reached the expiry of a fixed term agreement.

10.2 Review of Existing Position Descriptions

- 10.2.1 Prior to the implementation of a restructuring process the employer and the PSA will review all positions descriptions for positions within the scope of the proposed changes where incumbents are proposed for reconfirmation to ensure these position descriptions reflect the current duties and responsibilities of the position. Where necessary, position descriptions will be amended and updated as appropriate.

10.3 Review of New Position Descriptions

- 10.3.1 Employees will have the opportunity to be consulted on proposed position descriptions prior to a restructuring being implemented.

10.4 Surplus Staffing Situations

- 10.4.1 A surplus staffing situation exists when, as a result of a review and at the conclusion of the consultative processes, the employer requires a reduction in the number of employees; or employees can no longer be employed in their current position, at their current grade (salary grouping) or work location (ie the terms of appointment to their present position are altered).

10.5 Reconfirmation and Reassignment

- 10.5.1 When a surplus staffing situation exists the employer may, following consultation and agreement with the PSA, either reconfirm in the same or similar position, or reassign to an alternative position for which they are suitable, those employees affected by the above.

10.5.2 This may include placement to a suitable position in an existing agency or in a new structure or agency established as part of the restructuring. Where reconfirmation or reassignment takes place the following provisions will apply.

10.6 Reconfirmed in a Position

- 10.6.1 The parties agree that use of the reconfirmation provisions will be maximised in terms of the following principles:
- 10.6.2 Where a position is to be transferred into a new structure or new agency; or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position and the criteria below are met, then that employee is to be reconfirmed in it.
- 10.6.3 The criteria for the reconfirmation shall be as follows:
- a. The new position description is the same (or very nearly the same) as what the employee currently does;
 - b. The salary for the new position is the same;
 - c. The new position has terms and conditions of employment (including career prospects) agreed with the PSA which are no less favourable;
 - d. The location of the new position is the same (Note: this need not necessarily mean the same building and/or the same street).
- 10.6.4 In those situations where there is more than one clear candidate, the Employer will consult to reach agreement with the PSA and either:
- a. The position will be advertised, with appointment made on merit; or
 - b. Agreement will be reached amongst the candidates on which candidate(s) will transfer, if there is a clear preference amongst potential candidates to uplift other options under this agreement.
- 10.6.5 Proposed reconfirmations will be advised to all affected employees to enable them to assess whether they meet the criteria. For employees who meet the criteria and do not wish to be reconfirmed the only option available will be leave without pay.
- 10.6.6 Position descriptions (current and proposed) shall be available to those employees who are to be reconfirmed at the time that the reconfirmation list is published.
- 10.6.7 The PSA may propose that an employee be reconfirmed where that employee believes his or her current position is sufficiently similar to a new position.

10.7 Reassignment

- 10.7.1 Following reconfirmation, and where agreement has been reached between the employer and the PSA on reassignment, if there are positions still vacant, then the employer and the PSA will meet to assess the skills of all those employees still left without a position and to reach agreement on the process for appointment to new positions.
- 10.7.2 In determining the parameters for reassignment the employer and the PSA will deal with cases on an individual basis, with a view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise will take into account the employee's skills and abilities; and may involve individuals undertaking some on-the-job training or attending training courses (eg keyboard skills). Such training

needs will be identified prior to the individual being reassigned and will form part of the terms of the reassignment.

- 10.7.3 Employees to be reassigned under this process shall be consulted prior to any appointment being made.
- 10.7.4 Reassignment to a position in another location will only be made with the agreement of the employee.

10.8 Review of Reconfirmation or Reassignment

- 10.8.1 Where an affected employee is aggrieved by any action or the result of any action taken in respect of reconfirmation or reassignment that employee shall be entitled to have the process reviewed. A review panel of employer and PSA representatives shall consider the matter and make a recommendation to the employer.

10.9 Notification of Surplus

- 10.9.1 All affected employees not placed by reconfirmation or reassignment will be declared surplus and the following will apply.
- 10.9.2 Unless special circumstances arise, the employer will notify the PSA (and the surplus employees) within one week of the employee being declared surplus that the employees have been declared surplus and, in the event they are not appointed to a new position, that their employment with the employer will terminate by reason of redundancy.
- 10.9.3 At that time the following information shall be made available to the National Office of the PSA with a copy to the appropriate Office:
 - a. The location(s) of surplus;
 - b. The total number of surplus employees;
 - c. The date on which the surplus employees' employment with the employer will terminate (in the absence of the employee being appointed to a new position);
 - d. The positions, grading, names and ages of the surplus employees;
 - e. The PSA will be supplied with additional information on request.

10.10 Options

- 10.10.1 During this period the PSA and the employer will meet to reach agreement on the options which are appropriate to the circumstances and will be available to surplus employees. The following options:
 - Attrition
 - Leave Without Pay
 - Enhanced Early Retirement
 - Retraining
 - Severance (case by case basis)
 - Redeployment within the Public Service
 - Redeployment/Job Search

- 10.10.2 How they may be used, other options which the parties may agree to, and the types and levels of financial assistance, will be negotiated on a case by case basis between the employer and the PSA.

10.11 Options insufficient

- 10.11.1 If the options agreed between the employer and the PSA are insufficient to resolve the surplus staffing situation, the employer and the PSA shall meet to consider the option of redeployment being made available within the Public Service (in such cases provisions of the following clause covering "Details of Conditions and Options" will apply). If it is not practical to proceed with this option then the option of Severance will be made available.

10.12 Details of Conditions and Options

Attrition

- 10.12.1 Attrition means that as people leave their positions 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 employees or on promotions.

Leave Without Pay

- 10.12.2 Provision for special leave without pay within a defined period without automatic right of re-engagement (this excludes parental or sick leave). This may include an opportunity for training.

Enhanced Early Retirement

- 10.12.3 Employees are eligible if they have 10 years of total service and the employer accepts that the employee intends to withdraw from paid work on a permanent basis. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. This option is an enhancement of the standard early retirement provisions available to all eligible Public Servants. It provides for an employee to be paid the money available under the severance option which may, if the employee so desires be used to make up the actual superannuation annuity payable.

(Note: Enhanced Early Retirement may be made available at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment).

Retraining

- 10.12.4 Retraining is an efficient and worthwhile option for dealing with staff surpluses. To this end the employer will, as far as it is able:

- a. Identify particular skill shortages in the Public Service or elsewhere in the State Services;
- b. Assess where there are generally job opportunities in the Public Service and/or in the private sector.

- 10.12.5 When a staffing surplus is identified the employer (and the State Services Commission where appropriate) will consider the skills, training etc of the employees who are surplus and will determine whether there are retraining opportunities for them to work either in the Public Service or the private sector.

- 10.12.6 If retraining opportunities are identified, specific retraining programmes will be designed.

Redeployment/Job Search

- 10.12.7 For employees taking this option within the Public Service (and such other agencies as may be agreed) the same provisions shall apply as for reassignment. Time off may be made available for job seeking.

10.13 Counselling

- 10.13.1 Counselling for affected employees and family may be made available as necessary.

10.14 Substitution

- 10.14.1 Severance may be made available by the employer at any time to employees whose position has not been declared surplus, if they substitute for an employee who would otherwise have been eligible for severance. Under Substitution employees retain their own individual severance packages. Such substitution will only be applicable in situations where roles are identical and will be subject to mutual agreement between the employee and LINZ.

10.15 Expressions of Interest for Voluntary Redundancy (Severance)

- 10.15.1 When a surplus staffing situation is identified affected employees may be asked to express an interest in voluntary redundancy (severance). LINZ will consider any expressions of interest. Agreement is at the discretion of the employer.

10.16 Redundancy Payment (Severance)

- 10.16.1 In the event that an employee's employment must be terminated because of a redundancy situation, the employee will receive a redundancy payment as follows:
- a. Three months' pay as full severance compensation for employees with less than ten years' service; or
 - b. Six months' pay as full severance compensation for employees with more than ten years' service.
- 10.16.2 An employee's letter of appointment may provide a greater entitlement, in which case the entitlement in the letter of offer will take precedence.
- 10.16.3 In the event an employee has a grandparented entitlement to severance compensation and cessation leave that is less favourable than what is provided for in this clause, the severance entitlement in this clause will apply instead of the grandparented entitlement.
- 10.16.4 In addition, employees will be paid any outstanding leave entitlements.
- 10.16.5 There will be no entitlement to any other compensation relating to the termination of an employee's employment for reason of redundancy; with the exception of payment in lieu of notice in accordance with notice provisions in this agreement.

10.17 Employee Protection Clause and Technical Redundancy

- 10.17.1 In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or transferred or contracted out, the employer will notify the affected employees and their representative(s) that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially

sensitive information. The employer will enter into a process of consultation with affected employees and their representative(s) prior to any final decisions being made.

- 10.17.2 In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will:
- a. Endeavour to obtain employment for the affected employees (if practicable) with the new employer; and
 - b. Endeavour to obtain such employment on substantially the same terms and conditions of employment applying to the employee.
- 10.17.3 The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- 10.17.4 Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.
- 10.17.5 If an affected employee chooses to transfer to the new employer they will not be deemed to be redundant.
- 10.17.6 If there are no employment opportunities with the new employer, an employee will be deemed to be redundant.
- 10.17.7 Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.
- 10.17.8 Where an employee's employment is being terminated by the employer by reason of the sale or transfer by LINZ of the whole or part of its business, nothing in this Agreement shall require the employer to give notice of redundancy, or pay redundancy compensation to the employee if the person or organisation acquiring the business, or the part being sold or transferred:
- a. Offers the employee employment in the business, or the part being sold or transferred;
 - b. And agrees to treat service with the employer as if it were continuous service with that person or organisation;
 - c. And the terms and conditions of employment being offered by the person or organisation acquiring the business, or part being sold or transferred, as discussed with the PSA, are the same as, or no less favourable than, the employee's conditions of employment;
 - d. and the offer of employment by the person acquiring the business, or part being sold or transferred, is an offer to employ the employee in that business either:
 - i. in the same capacity as that in which the employee was employed; or
 - ii. in a capacity that the employee is willing to accept.

Note: Nothing in 10.11 applies where the employee's employment is transferred within the Public Sector pursuant to the terms of the State Sector Act 1988.

Section 11. Professional Standards

11.1 Conflict of Interest

- 11.1.1 Employees must ensure that they are not involved (directly or indirectly):
- a. In any other employment or business which may affect or compromise their ability to perform their duties; or
 - b. In any activity in conflict with the interests of the employer.
- 11.1.2 Employees must not accept payment or any other benefit or money or kind from any person or company as an inducement or reward for any action in connection with any matter or business transacted by or on behalf of the employer.
- 11.1.3 If an employee is in doubt they should seek prior clarification from their manager.

11.2 LINZ Policies, Guidelines and Procedures

- 11.2.1 The policies, guidelines and procedures of LINZ are to be considered as part of the employment agreement and employees are required to ensure that their actions and performance are consistent with these documents. LINZ will consult with the PSA on those policies which directly impact on terms and conditions of its employees.

11.3 Confidentiality

- 11.3.1 Employees must comply with the employer's policies on the security and release of information.
- 11.3.2 Except in the proper performance of their duties, an employee must not disclose any information or knowledge regarding the affairs of the employer's business, its employees and its customers.
- 11.3.3 This requirement continues after an employee ceases working for the employer.

11.4 Copyright, Intellectual Property and Invention

- 11.4.1 All inventions, patent rights, trademarks or other processes developed or created by employees arising from and developed in connection with the activities of the employer shall be fully disclosed to and become the sole property of the employer.

11.5 Employment Relationship Problems

- 11.5.1 The parties will seek to resolve any employment relationship problem privately in the first instance. The employee should raise the problem with the employer as soon as possible and the parties should quickly meet to discuss the matter and endeavour to resolve it. Parties may have a support person or representative present.
- 11.5.2 If the parties are unable to resolve the problem, either party may seek mediation from the Ministry of Business, Innovation and Employment's Mediation Service or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems).
- 11.5.3 If the employment relationship problem is a personal grievance, the employee must raise the grievance with Land Information New Zealand within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later.

- 11.5.4 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 11.5.5 If the employment relationship problem relates to discrimination, sexual harassment or other grounds of discrimination which apply to the Crown under the Human Rights Act 1993, the services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint to the Human Rights Commission under the Human Rights Act 1993, but not both.
- 11.5.6 A flow chart on the Employment Relationship Problem resolution process is attached as Appendix 3.

11.6 Special Leave when Suspension is being Considered

- 11.6.1 In situations where serious misconduct has been alleged and where LINZ is considering suspension it may choose to place an employee on 2 days' special leave.
- 11.6.2 The purpose of such leave will be to provide an opportunity for the employee to prepare any submissions as to why suspension should not occur and enable a manager to remove the employee safely from the place of work if necessary and without suspension having been imposed.

11.7 Suspension

- 11.7.1 In instances where Serious Misconduct has been alleged, LINZ may suspend an employee from the workplace. Any decision to suspend will be made after seeking comment from the union (if authorised) and the employee, and will be on full pay. Reasons to suspend someone may include but is not limited to:
- where there is a genuine concern that the employee may interfere with the investigation;
 - where there is an allegation of sexual or other harassment, and it is appropriate to keep the alleged offender and the alleged victim apart;
 - where the allegation is one of theft or other dishonesty and the employer wants to protect their assets;
 - where there is a risk of violence; and where there are material health and safety risks.

Section 12. Concluding the Employment Relationship

12.1 Notice of Termination

- 12.1.1 One month's notice of termination of employment shall be given by either the employee or employer. By mutual agreement payment in lieu of notice may be substituted for all or part of the notice period. Lesser periods of notice without payment in lieu may be mutually agreed.

12.2 Abandonment

- 12.2.1 It is acknowledged that an employee has a responsibility to notify the employer as soon as possible when they are not available to be at work.

- 12.2.2 If an employee is absent from work for a continuous period of 5 working days without notification, and after reasonable but unsuccessful efforts by LINZ to contact the employee, the employee may be deemed to have abandoned and therefore terminated their employment.
- 12.2.3 The employer may reinstate the employee at its discretion and in such cases will ensure that employment is regarded as continuous.

12.3 Retirement

- 12.3.1 Employees who are considering retirement are encouraged to discuss their plans with their manager. There may be a range of options available for which LINZ could provide support. They may include, and are not limited to:
- flexible working hours prior to retirement
 - assistance with estimating or assessing entitlements
 - if the employee wishes, options for contact with LINZ after retirement.
- 12.3.2 Employees should ensure that they obtain independent financial advice before considering or accepting any change of terms and conditions prior to retirement as these may impact on entitlements.
- 12.3.3 Eligible employees may elect to take their grand-parented retiring leave as set out in Appendices 1 and 2.

12.4 Cessation on Medical Grounds

- 12.4.1 An employee who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days retiring leave after at least two years service.
- 12.4.2 Employees with less than 2 years' service will be granted retiring leave on a pro rata basis.
- 12.4.3 Employees with more than 25 years of service may be eligible for either grand-parented retiring leave (as per clause 8.8.4 in Appendix 1).

12.5 Employees whose Employment is Terminated without Fault

- 12.5.1 For employees whose employment is terminated by LINZ through no fault of their own but who are not eligible for retiring leave or any other termination payment over and above statutory entitlements (for example redundancy compensation), LINZ will consider granting resigning leave in accordance with the following table:

Length of Service	Entitlement
Completion of 15 years	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

12.6

12.7 Dismissal for Serious Misconduct

- 12.7.1 Nothing in this clause shall affect the employer's right to dismiss without notice for serious misconduct following a disciplinary process in accordance with LINZ disciplinary policy.

Appendix 1 – Grand-parented Retirement Provisions

For the purposes of clarification, these provisions apply to those staff listed in Appendix 1 Part 1 who were party to the 2013/15 CEA and who joined LINZ prior to 22 February 2011.

(2013/15 Collective Agreement clause numbering)

- 8.8.2 * An eligible employee shall be entitled to retiring leave in accordance with the following tables when:
- a) The employee has attained the age of eligibility for New Zealand Superannuation under the provisions of section 3 of the Social Welfare (Transition provisions Act 1990)**; or
 - b) The Employer has approved the employee's earlier retirement on:
 - i. medical grounds; or
 - ii. other grounds at the employee's request
AND the employee has 10 or more year's unbroken service in accordance with 7.1.
- 8.8.3 Employees with part time service, retiring leave will be calculated on apro rata basis according to their record of service.
- 8.8.4 All service is calculated on the basis of a calendar year.

*** and ** see below**

TABLE A

Entitlement (in working days) with Service of Years and Months specified

MONTHS Years	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	30	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65					

TABLE B**Entitlement (in working days) with Service of Years and Months specified**

MONTHS Years	0	2	4	6	8	10
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

Eligible Employees

Employee list removed from this version for privacy reasons

Appendix 2 - Grandparent Provisions ex Annex A & B 2002/2003 CEA

"A Employees" are eligible employees previously employed by the Department of Justice (Land Transfer Office).

"B Employees" are eligible employees previously employed by the Department of Survey and Land Information.

(2002/2003 Collective Agreement clause numbering)

12.1 Notice of Termination

Excluding the case of surplus staffing notice of termination shall be as follows:

- 12.1.1** In the case of salaried employees except those on trial, for staff covered by the previous A Employees three months and for B Employees one months notice of termination shall be given by either party except as provided below but this may be varied by mutual agreement.
- 12.1.2** Notwithstanding any of the above, in the case of serious misconduct the Chief Executive may dismiss any employee with a lesser period of notice than specified above, or without notice.

12.2 Organisational Change

12.2.1 Severance calculation (A Employees)

Following agreement that severance is to be made available where it is mutually agreed on the individual ceasing service, payment will be made in accordance with 12.2.1.1 – 12.2.1.4:

For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or penal payments or are paid on an hourly basis for all hours worked, plus penal payments (T1/4, T1/2) or allowances in lieu thereof for those employees working shift hours of work.

Except in the case of employees on parental leave where ordinary pay shall be the ordinary pay at the time of taking leave.

12.2.1.1 For all A Employees:

- a) i. 29.165 percent of total ordinary pay for the preceding 12 months for employees with more than 2 years continuous service at date of termination or whose service started before 15 July 1992
- ii. 10 percent of total ordinary pay for the preceding 12 months for employees

with less than 2 years continuous service with the Department of Justice at date of termination, who started with Justice on or after 15 July 1992.

- b) \$1200 for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than the rate specified in clause 7.10.9.1 b ii.
- c) \$2400 for each dependent child of the employee.

Dependent Child means all children up to the age of 15 years and all children between the ages of 15 and 18 years who are not:

- i. in paid employment; or
- ii. in receipt of a state benefit; or
- iii. in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulation.

Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

These payments are regardless of length of service but are conditional on employees finishing on an agreed date.

- 12.2.1.2 In addition to 12.2.1.1, employees with 12 months or more continuous service will receive: Note: For the purpose of this provision this means service in the State Services as determined in accordance with 12.2.5.1, provided that service with the organisations listed in 12.2.5.2 shall also be recognised and provided that service may also be recognised in accordance with 12.2.5.3.

Except that service will not be recognised if it ended with the employee accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any department of the Public Service or Parliamentary Service or organisations listed in 12.2.5.2 and/or clause 12.2.5.3.

- a) 8 percent of total ordinary pay for the preceding 12 months; except that employees employed since 15 July 1992 with less than 2 years service shall instead receive 10 percent; and
- b) 4 percent of total ordinary pay for the preceding 12 months

multiplied by the number of years of continuous service minus one, up to a maximum of 19 years; and

- c) .333 percent of total ordinary pay for the preceding months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

12.2.1.3 For A Employees the maximum payment under 12.2.1.1 and 12.2.1.2 is \$58,000. Cessation leave is not included in this maximum payment.

12.2.1.4 Cessation Leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall be calculated in accordance with 12.2.5.3.

12.2.1.5 Cessation Leave (A Employees)

- a) Cessation Leave for Employees with less than 20 years service

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 5 and under 10 years' service	22 working days
Under 5 years' service	NIL

- b) **Cessation Leave for Employees with 20 Years or More Service**

Months Years	0	2	4	6	8	10
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					
	days					

Outstanding Annual Leave and Long Service Leave may be separately cashed up.

12.2.2 Part-Time Employment (A Employees)

The Department may agree to an affected employee voluntarily changing to part time employment on either a temporary or ongoing basis. If this option is selected for the convenience of both parties then some compensation may be agreed on a case by case basis.

12.2.3 Severance calculation (B Employees)

The total amount paid to any employee under the following provisions shall not exceed \$50,000.

Variations to this B Employees clause

- **Ordinary Pay / Gross Pay:** B Employees also have 12.2.3.1 calculated on the basis of using gross pay.
- **Additional Months Service:** An additional payment has been applied to the formula for months of service in addition to complete years of service, where service is less than 20 years.

12.2.3.1 For all B Employees

- a) 25% of total gross pay for the preceding 12 months; and
- b) 4% of total gross pay for the years 2 to 7; and
- c) 5% of total gross pay for the years 8 to 15; and
- d) 3.5% of total gross pay for years 16-20.

12.2.3.2 In addition to 12.2.3.1 employees will receive:

- a) \$1,200 for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,233 per annum; and
- b) \$2,400 for each dependent child.

Dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- a) in paid employment; or
- b) in receipt of state benefit;
- c) in receipt of a basic grant or an independence circumstances grant under the Student Allowances Regulations;

Including those for whom employees are paying Child Support in terms of the Department of Inland Revenue requirements up to the age of 19 years. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims.

These payments are regardless of length of service but are conditional on employees finishing on an agreed date.

12.2.3.3 Cessation Leave calculation (B Employees)

Cessation leave in accordance with the scales below will be paid subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall be calculated in accordance with 12.2.5.3.

a) Cessation Leave for Employees with Less than 20 Years' Service

Qualification Required	Amount of Cessation Leave
Completion of 15 years' service	48 working days
Completion of 10 and under 15 years' service	32 working days
Completion of 5 and under 10 years' service	16 working days
Under 5 years' service	NIL

b) Cessation Leave for Employees with More than 20 Years' Service

Months Years	0	2	4	6	8	10
20-24	48					
25	48	49	49	50	51	52
26	52	53	54	54	55	56
27	57	57	58	59	59	60
28	61	62	62	63	64	64
29	65	66	67	67	68	69
30	69	70	71	72	72	73
31	74	74	75	76	77	77
32	78	79	79	80	81	82
33	82	83	84	85	85	86
34	87	87	88	89	89	90
35	91	92	92	93	94	94
36	95	96	97	97	98	99
37	99	100	101	102	102	103
38	104	104	105	106	107	108
39	108	109	109	110	111	112
40	113 days					

Outstanding annual leave and long service may be separately cashed up.

12.2.4 Continuity of Service

The Chief Executive shall recognise service with other departments of the Public Service and with the Parliamentary Service as continuous service,

provided that the employee joined the Department within one month of leaving the service of the other organisation.

The Chief Executive shall recognise service with other departments of the Public Service as defined in the First Schedule of the State Sector Act 1988 and with the Parliamentary Service as continuous service, provided that the employee joined DOSLI within one month of leaving the service of the other organisation.

12.2.5 Service Recognition

12.2.5.1 The Chief Executive shall recognise previous service with Crown agencies established to undertake the functions previously undertaken by departments of state and with the organisations listed below provided that the employee joined the department within one month of leaving her/his previous employer.

Post Office (prior to 1.4.87)
NZ Railways Corporation (prior to 10.11.87)
Regular Force Service in the NZ Armed Forces NZ Defence Force Service
Hospital Board and Area Health Board
Service Teaching Service (except university teaching)
Non-teaching service with Education Boards, secondary Schools and tertiary education institutes
Broadcasting Corporation of NZ Fire Service Commission
Parliamentary Counsel Office
National Research Advisory Council Post
Graduate Research Fellowships
Police Force (sworn and unsworn staff) Security Intelligence Service
Office of the Ombudsman
Royal NZ Foundation for the Blind
Accident Compensation
Corporation Agricultural Pest
Destruction Council Commission
for the Future Consumers Institute
Human Rights Commission
Office of the Race Relations Conciliator
Plunket Society (nursing service only)
Prisoners' Aid and Rehabilitation
Society Rehabilitation League NZ (Inc)
Veterinary Clubs (veterinary surgeon service only)
Parliamentary Commission for the Environment
Government Communications Security Bureau
Transit NZ

Note: Crown agency means an entity over which the Crown is able to exercise control as a result of:

- a) Its ownership of a majority of the shares of the entity; or
- b) Its power to appoint a majority of the members of the governing body of the entity; or

- c) Significant financial interdependence but does not include a State enterprise listed in the First Schedule to the State Owned Enterprises Act 1986.
- 12.2.5.2 The Chief Executive may recognise previous service with the organisations such as those listed below provided that the service is "like for like" and of definite value to the position to which the employee is recruited in the department and that the employee is recruited direct and joins the department within one month of ceasing previous employment:
- a) New Zealand Government Corporations and other public bodies, including New Zealand universities
 - b) Local authorities
 - c) The Armed Forces Canteen Council
 - d) Service with the NZ Public Service Association
- 12.2.5.3 For the purpose of cessation leave the Chief Executive:
- a) Will recognise service with other departments of the Public Service and the Parliamentary Service, provided such service did not end with the employee accepting severance or enhanced early retirement.
 - b) May recognise service with the following organisations, provided such service did not end with the person accepting severance or enhanced early retirement:
 - Post Office (prior to 1.4.87)
 - NZ Railways Corporation (prior to 10.11.87)
 - Hospital Board Service and Area Health Boards
 - Non-teaching service within Education Boards, secondary schools, tertiary education institutions
 - Broadcasting Corporation of NZ
 - NZ Fire Service Commission
 - Parliamentary Counsel Office
 - Police Force
 - Security Intelligence
 - Service Office of the Ombudsman
 - Royal NZ Foundation for the Blind Accident Compensation Corporation
 - National Research Advisory Council (NRAC) Post-graduate Fellowships provided that the Fellow is appointed to the Public Service on completion of NRAC service
 - and Regular Force Service of the New Zealand Armed Forces
 - and Service with other instruments of the Crown
 - and those additional organisations listed in 12.1.5.1 of this agreement.

Provided that all resigning leave, retiring leave, marriage leave, and "release leave" granted to Regular NZ Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from the cessation leave due.

- c) Provided that where an employee has part-time service this will be pro-rated for the purpose of calculating cessation leave.

- 12.3** Parental Leave (Parental Leave is Leave Without Pay)
- 12.3.1** Must be read in conjunction with section 7.10.
- 12.3.2 Entitlement and Eligibility**
- a) Leave up to 78 weeks may be granted to employees with at least 1 year's service. For those with less than 1 year's service, parental leave up to 39 weeks may be granted.
 - b) The maximum period of parental leave in respect of a child born or adopted is 78 weeks.
- This period may be taken by either partner exclusively or it may be shared between them either concurrently or consecutively. This applies whether or not only one or both partners are employed in the Department.
- The same principle applies in cases where one partner is employed in the Public Service and in cases where both partners are employed in the Public Service. In either case a total period of 78 weeks' parental leave only is to be granted.
- 12.3.3 Ex Gratia Payment**
- 12.3.3.1 Where an employee, who is entitled to parental leave of up to 18 months, returns to duty before or at the expiration of the leave and completes a further 3 months service, they qualify for a payment equivalent to 30 working days leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.
(Refer to sections 7.10.8.3 & 7.10.8.4)
- 12.3.4 Sick Leave (Accumulation)**
- 12.3.5** Where an employee is re-employed following service that ended with the acceptance of severance or enhanced early retirement under any restructuring/surplus staffing provisions of departments of the public service or Parliamentary service or organisations listed in 12.2.5.1 and/or 12.2.5.2 that employee will be credited with 10 days paid sick leave from the date of appointment.
- 12.3.6** Employees shall be entitled to 10 working days paid sick leave per annum. Accrual of this entitlement shall commence from the date of appointment.
- 12.3.7** Where sick leave is not used in any one year it may be accumulated up to a maximum of 260 days.
- 12.3.8 Sick Leave (A and B Employees)**
- 12.3.8.1 Notwithstanding the provisions of 7.9.2, A employees employed with the Department of Justice as at 1 October 1994 and B employees employed by LINZ as at 23 January 1998 shall retain their sick leave entitlement accumulated to that date. From that date those employees shall commence a further accumulation of 10 days per year to a maximum accumulation of 260 working days.
- 12.3.8.2 Current employees (A employees as at 1 October 1994 and B employees at 23 January 1998) with an accumulated sick leave entitlement greater than 260 working days shall retain this entitlement until such time as the entitlement is reduced to below 260 working

days. At that point they will commence accumulating entitlements at the rate of up to 10 days per year up to the maximum of 260 working days.

12.3.9 For the purposes of sick leave the Chief Executive: (A and B Employees)

- a) Will recognise previous service with the Public Service as defined in the First Schedule of the State Sector Act 1988 and the Parliamentary Service provided that such service is of at least 12 months in duration and ended within five years of the date of current appointment to the department, or within five years of the start of the latest period of current continuous employment with one or more of the organisations listed in 12.2.5.3 (this is included in B Employees for comparison purposes)
- b) May recognise previous service with the organisations listed in clause 12.2.5.3 provided that such service may be broken by periods of up to one month; and that such service is of at least two years in duration and ended within five years of the date of the latest period of continuous employment with one or more of the organisations.
- c) In both cases the maximum amount of sick leave that will be recognised by the department is 260 working days.

12.4 Leave

12.4.1 Long Service Leave

12.4.1.1 For the purposes of long service leave, the Chief Executive will recognise service with other departments of the Public Service and the Parliamentary Service; and may recognise service with the following organisations:

Railways Corporation (prior to 10 November 1987)
Post Office (prior to 1 April 1987)
Law Drafting Office
Parliamentary Counsel
Office Armed Forces
Police
Hospital Boards and Area Health Board
Education Boards (excluding teaching service)
Accident Compensation Corporation
Broadcasting Corporation of New Zealand
Post-graduate Research Fellowships with the National Research Advisory Council provided that the employee is appointed to a department of the Public Service on completion of the NRAC service.

12.4.2 Retiring Leave

12.4.2.1 Any employee who was employed in the Public Sector or the Parliamentary Service at 1 April 1992 (the time of the enactment of the Human Rights Commission Amendment Act (no.3) 1992), shall retain any entitlements relating to retiring leave in any collective agreement or agreement which applied to that employee.

12.4.2.2 An employee who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days retiring leave regardless of length of service, with the exception that an employee with more than 25 years' service may be granted additional leave in accordance with Table B in clause 8.8.4 in Appendix 1.

12.4.2.3 For employees whose services are dispensed with through no fault of their own, before

reaching retiring age, the Chief Executive will consider granting retiring leave in accordance with this Table:

Qualification Required	Retiring Leave
Completion of 15 years' Service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

12.4.3 For the purpose of retiring leave the Chief Executive:

- 12.4.3.1 Will recognise service with other departments of the Public Service and the Parliamentary Service provided such service did not end with the employee accepting severance or enhanced early retirement
- 12.4.3.2 May recognise service with the following organisations:
Previous permanent (full or part-time) or temporary service in the Public Service as defined in the First Schedule of the State Sector Act 1988 provided such service did not end with the person accepting the voluntary severance option of the Permanent Employees Deployment Agreement.
- Post Office (prior to 1.4.87)
NZ Railways Corporation (prior to 10.11.87)
Hospital Board Service
Non-teaching service within Education Boards, secondary schools, tertiary education institutions
Broadcasting Corporation of NZ
Fire Service Commission
Parliamentary Counsel Office
Police Force
Security Intelligence
Service Office of the Ombudsman NZ
Foundation for the Blind
Accident Compensation Corporation
National Research Advisory Council (NRAC) Post-graduate Fellowships provided that the Fellow is appointed to the Public Service on completion of NRAC service; and
Regular Force Service of the New Zealand Armed Forces; and
Service with other instruments of the Crown; and
- PROVIDED that all resigning leave, retiring leave, marriage leave and "release leave" granted to Regular NZ Armed Forces personnel, paid in respect of any period of previous service, is to be deducted from the retiring leave due on final retirement.
- 12.4.3.3 PROVIDED that where an employee has part-time service this will be pro- rated for the purpose of calculating retiring leave.
- 12.4.3.4 Retiring leave may be paid in fortnightly instalments or as a lump sum.

12.4.3.5 An employee who has more than 20 years continuous service, or is eligible to retire on the grounds of service, shall be entitled to anticipate retiring leave.

12.4.4 Grant in Lieu of Retiring Leave

12.4.4.1 On the death of an employee the Chief Executive may approve a cash grant in lieu of retiring leave to:

- a) The surviving partner; or
- b) dependent children; or
- c) the estate of a deceased employee.

12.4.5 Retiring Leave (B Employees)

12.4.5.1 Female employees appointed before 1 April 1962 who did not receive a benefit as a result of the Government Service Equal Pay Act 1960, shall be entitled to the following retiring leave:

Qualification Required	Retiring Leave (working days)
Completion of 35 years' service	131 days
Completion of 30 years' service where the employee has been continuously employed from a date before 1 April 1946; or completion of 20 years' service	65 days or in accordance with Table B of 8.8.4 in Appendix 1
Completion of 10 years' service	In accordance with Table A of 8.8.4 in Appendix 1
Completion of 10 years' service but less than 20 years' service	22 days

12.4.6 Resigning Leave

12.4.6.1 Resigning leave, as set out in the following table, may be granted to employees who have completed at least 20 years service and who do not meet the criteria in 8.8.4 in Appendix 1.

Years of Service	Leave Working Days	Years of Service	Leave Working Days
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20	32	30	46
20.5	33	30.5	47
21	34	31	48
21.5	34	31.5	49
22	35	32	49
22.5	36	32.5	50
23	36	33	51
23.5	37	33.5	51
24	38	34	52
24.5	39	34.5	53
25	39	35	54
25.5	40	35.5	55
26	41	36	55
26.5	42	36.5	56
27	42	37	56
27.5	43	37.5	57
28	44	38	58
28.5	44	38.5	59
29	45	39	59
29.5	46	39.5	60

- 12.4.6.2 Resigning leave is payable to those employees who have given three months (A Employees) / one month (B Employees) notice of resignation, and where the work record is satisfactory.
- 12.4.6.3 Where an employee has taken long service leave prior to resignation, the resigning leave due is to be reduced by 20 days but for each complete period of six months worked after the taking of long service leave, an additional credit of one day is to be granted up to a maximum of twenty days.
- 12.4.6.4 Where an employee resigns on the grounds of ill health the full resigning leave entitlement will be granted and no reduction will be made for any long service leave taken.
- 12.4.6.5 Resigning leave entitlements for reduced hour or part-time employees will reflect the pattern of service of the employee.

Eligible Employees

Employee Name

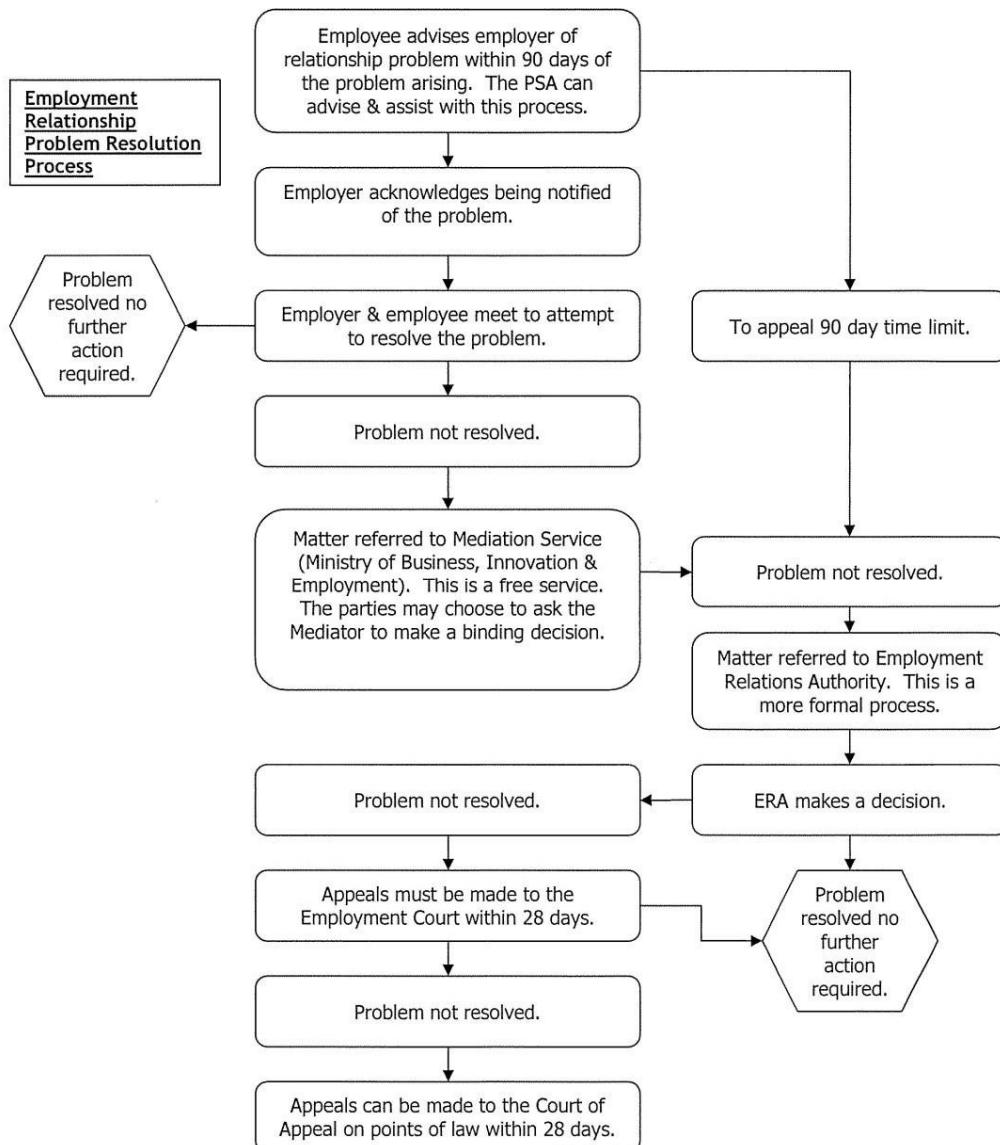
*Employee list removed
from this version for
privacy reasons*

Annex Condition

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Appendix 3 – Employment Relationship Resolution Process



Appendix 4 - Positions that reported to a direct report of the Chief Executive prior to 2 August 2021 but were subsequently impacted by a change in management tier, that are not captured in the Senior Leader Cohort

General Manager Strategic and Digital Communications Director Strategy

Director Regulatory Stewardship/Director Regulatory Systems Manager Insights Research and Evaluation

General Manager Hydrography General Manager Topography Manager LINZ Portfolio Management Manager Customers

Group Manager Titles Group Manager Survey

**SIGNATORIES TO THIS
LAND INFORMATION NEW ZEALAND
COLLECTIVE EMPLOYMENT AGREEMENT**

FOR AND ON BEHALF OF

**Toitū Te Whenua
Land Information New Zealand**

LINZ Signatory: Richard Hawke, Acting Chief Executive



Dated at _____ this 3rd day of
May 2023

FOR AND ON BEHALF OF

**The New Zealand Public Service Association
Te Pūkenga Here Tikanga Mahi**

PSA Signatory: Alex Davies, Assistant National Secretary



Dated at _____ this 8th day of
May 2023