

Individual Employment Agreement

Whakaaetanga Mahi Takitahi

October 2021

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Message from our Chief Executive/Te Tumu Whakarae

Kia ora and welcome to Toitū te whenua, Land Information New Zealand (LINZ),

I am pleased and proud that you have chosen to join our team, contributing to the exciting and challenging work we do every day.

I want to introduce you to our whakatauki or proverb. Our name is taken from it, and our whakatauki is our ultimate reference point at LINZ, guiding and anchoring us.

Whatungarongaro te tangata toitū te whenua - People may come and go, the land remains

Our whakatauki will mean different things for all of us but for me it calls to mind our enduring relationship and connection with the land of Aotearoa and it makes me think of how we in LINZ are stewards of parts of that land, and of the systems, services and information that relate to land. Our work in relation to the whenua – the systems, services and know how we create - will endure beyond us, delivering value for the benefit of future generations. Our land, sea and waterways are taonga that connect us all.

We are committed to living our LINZ values and we strive to create a highly engaged workplace culture characterised by flexibility, commitment, accountability and trust. Our focus for the future is on innovation, agility and putting our customers at the centre of what we do to deliver great outcomes for New Zealanders. This means being connected to changes in the systems of which we are a part, and understanding the needs of our stakeholders and customers because every day someone, somewhere benefits from or is impacted by the work we do.

I encourage you to make the most of the opportunities that a role with LINZ and within the wider public service offers. We value all of our people and the unique contributions they make to our organisation.

Please ensure that you take the time to fully read and understand your Individual Employment Agreement – this is an important document for you, and for us, and is our employment relationship. I also encourage you to be open and engaged with your leader, asking any questions you may have, so that your time with LINZ is really positive and rewarding.

Ngā mihi nui,

Gaye Searancke

Chief Executive/Te Tumu Whakarae



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This agreement, along with your Letter of Offer, position description, and policies and procedures, set out the general terms and conditions of employment to provide a foundation for the relationship between you and LINZ.

As well as general LINZ policies and procedures applicable to your role, at LINZ we adhere to our organisational Codes of Conduct and the Public Service Commission ('Standard of Integrity and Conduct').

We will ensure that policies and procedures are maintained and properly communicated to you whenever they are introduced or updated. Please ensure you know how to readily access our policies and procedures, so that you understand and comply with their content. If you have questions about any of your terms and conditions of employment at any time, your leader is the best person to talk to and will be able to get answers to your questions.

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Our mutual objectives

LINZ is committed to ensure we work in a way that makes a difference to New Zealand, our landscapes and treasured taonga, and our citizens and future generations. Our focus is on:

- Being closer to, co-create with, and deeply understand our customers, stakeholders and sectors. This means we are looking outwards and truly connecting with others in our current and future ecosystem.
- Building the organisational capability to work flexibly, applying Agile methodologies where they are best suited, using the full range of our skills and know-how flexibly to solve problems and deliver quality services and regulation.
- Having strong, secure technology foundations that we continually modernise to meet future needs, so that we don't ever have to 'rebuild' our core systems.

We will do this through:

- Building a future focused leadership culture
- Putting our customer at the centre
- Partnering to deliver shared resources
- Reaffirming our commitment to 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.

Our workplace will be:

- Inclusive, where everyone is treated fairly and valued for the diverse perspectives, they bring to work every day.
- One where we take personal responsibility for understanding what is expected of us, and those who work for and with us.
- Equipped to enable us to carry out our role to deliver services and products on behalf of all New Zealanders with diligence and integrity.

1 Our values - Whanonga pono

As an organisation, our expectations are founded on our core values, and on our need to be fair, impartial, responsible and trustworthy in all that we do. We exist to serve and in doing so, are committed to living our values:



Bold – Māia

I am curious and courageous.
I take personal responsibility to be positive and strive to be better.



Expert – Matatau

I am passionate about reaching my potential.
I keep an open mind and share my knowledge.
I am outward-looking, innovative and flexible.



Stronger Together - Whakapiri

I make connections to strengthen my work.
I communicate effectively.
I care and manaaki influences the way I work.
I respect and value diversity.

2 Positive and Safe Workplace

LINZ is committed to being part of a State sector where people treat one another with respect by fostering positive, safe and inclusive workplaces.

2.1 General work environment

Our goal is to bring our people together in unity and connectedness by being a great place to work. We all have a role in ensuring we have a positive and safe workplace where personal wellbeing is enhanced by the workplace culture and physical environment enabling everyone to thrive.

We want you to work in a constructive atmosphere that is respectful, challenging and energetic. We do not tolerate discriminatory, harassing or bullying behaviour in the workplace. There are various options available for raising issues of this nature, whether with the individuals concerned or with us directly, in accordance with our policy.

Under the Protected Disclosures Act 2000, as an employee you can make a protected disclosure if you reasonably believe that serious wrongdoing is occurring within LINZ. Protected disclosures must be kept confidential and cannot give rise to legal proceedings,

or retaliatory or discriminatory action in the workplace. More information can be found on the LINZ Protected Disclosures Act policy.

We wish to ensure that you have the necessary resources in order to perform in your role and that any legitimate and authorised work-related expenses incurred in the course of your employment (eg for work-related travel) will be reimbursed on an actual and reasonable basis in accordance with the LINZ Sensitive Expenditure policy.

We act within our delegations and comply with all applicable laws and regulations, LINZ policies, procedures and guidelines or other arrangements within LINZ. We ensure that government priorities and policies are reflected in what we do.

2.2 Health and safety/wellbeing

Health and safety is at the core of our BEST values and is fundamental to providing a Healthy and Safe workplace for all our people.

We all have a responsibility to take care of our own health and safety and also ensure that anything we do, or refrain from doing, doesn't impact on the health and safety of others.

This includes:

- Working together to identify any health and safety hazards and manage the associated risk to the lowest levels possible as is reasonably practicable
- Complying with all relevant health and safety legislation, procedures and any reasonable work instruction
- Being prepared to speak up if you believe any work practice is unsafe and could result in harm to any person or property.
- Ensuring that you report any health and safety hazard or incident, as soon as you become aware if it has potential to or has caused harm to any person or property.

As part of its ongoing commitment to employee wellbeing, our LINZ Wellbeing programmes provide for:

- Eye and hearing care reimbursements covering visual and hearing tests, or a contribution towards lenses or hearing aids;
- Workstation assessments for a comfortable desk set up if needed;
- Stress management support via our association with a third party;
- An Employee Assistance Program for all LINZ employees and their families which provides confidential access to trained professional counsellors with experience in resolving a wide range of personal problems;
- Yearly flu vaccinations; and
- Access to the group health insurance through Southern Cross.

More information can be found within our LINZ Health and Safety policy.

3 Scope of Duties

Your general duties are as advised in your Letter of Offer, and your position description which is attached to it. Please note that this is only a summary of your duties and that we may make reasonable changes to your position description in consultation with you.

We encourage you to work in a flexible manner, which assists us to achieve our objectives. This may include taking on additional responsibilities within your abilities.

It is important to assist fellow employees as part of the LINZ team and to receive their support in return.

You and your leader will discuss and agree your Performance Agreement. Your performance will be reviewed at least twice each year, or more often if you and your leader feel a more frequent review is appropriate. Your Performance Agreement will also include learning and development plans, targeted towards your professional development needs in accordance with our Learning and Development policy.

The scope of duties for some LINZ roles includes compliance with statutory obligations. Compliance with statutory obligations is a specific responsibility for our people in these roles.

4 Hours of work

4.1 Ordinary Hours

Our standard hours of work if you work full time are 7 hours and 35 minutes per day with you being paid for 8 hours per day. This equates to 37 hours and 55 minutes worked per week (40 hours per week paid). Your hours of work may be varied from time to time to meet organisational needs or in recognition of your personal circumstances. If you are employed on a part time basis, your hours of work will be listed in your Letter of Offer.

Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000 (ERA). The number of breaks you are entitled to depend upon the hours you work. Under the ERA if you work full time you will be paid for two 10-minute rest breaks and have one unpaid 30-minute meal break throughout the day. The breaks if you work part time will depend upon the number of hours worked in a day.

The timing of rest periods and meal breaks should occur in a manner which is least disruptive to your work commitments, and best suits the needs of the rest of the team and you.

The remuneration in this Agreement is provided in order to fully compensate you for your availability and for all ordinary hours worked. There will be times however, when you may need to work beyond your ordinary hours in order to fulfil your duties and your remuneration has been taken into consideration when determining that.

4.2 Flexible Working

We treat all roles as being suitable for flexible working and are open to exploring how flexibility could work for you, your team and LINZ, unless there is a genuine business reason not to do so. Our approach is that flexibility should not undermine career progression or pay and should be equally available to all regardless of gender, ethnicity, disability and other dimensions of diversity. It is best that you first talk with your leader to discuss how flexibility may benefit you. Refer to our Flexible Working Arrangements policy and guidelines for more detail.

4.3 Additional Hours

Our approach to flexibility is that any extra time worked should be offset against another days working hours, for example coming in a bit later or taking a longer lunch break and you should talk with your leader in the first instance so that you are both aware of the situation.

There may be some circumstances where you may be required to work pre-approved additional hours, and in those instances, compensation may be provided in the form of time off in lieu (TOIL) in accordance with LINZ Additional Hours Guidelines.

Generally speaking, additional hours of less than one hour per day should not be recorded as TOIL but rather discussed with your leader and used in a more flexible way at a later date or offset against other days of work.

4.4 On call

If you are employed in a role that is required to participate in an on-call roster your payment for any on call hours worked are in accordance with our Staff on Call guidelines.

5 Remuneration and benefits

Your remuneration details are set out in your Letter of Offer.

In addition to salary, we also provide some non-monetary benefits. Examples of benefits include leave entitlements above the statutory minimum as well as a commitment to actively supporting your learning and development. We also provide Employer Contributions to approved Government superannuation schemes in addition to your salary.

Your remuneration will be reviewed regularly in accordance with LINZ's Remuneration Policy which aims to ensure that a consistent and fair approach is used in reviewing remuneration levels.

Salary shall be paid fortnightly by way of direct credit to your bank account.

In the event of any overpayment of wages, we will work with you to arrange repayment to occur within in a timely manner.

5.1 Higher or Special Duties allowance

Where you are asked to act into a higher position for a period of time, or perform significant extra responsibilities in your role, you may be eligible for either a Higher Duties allowance or a Special Duties Allowance to be paid. Details of how this allowance is applied will be provided to you in a letter from your Leader that confirms this arrangement.

6 Paid and unpaid leave

You are entitled to holidays and leave in accordance with the Holidays Act 2003. The following provisions summarise some of your entitlements.

We are happy to answer any questions you might have about your entitlements. For more information, you can also contact the Ministry of Business, Innovation and Employment on its Employment Relations Infoline, 0800 20 90 20, or visit the Ministry's employment relations website, <http://employment.govt.nz>. If you are a union member you may also want to contact your union.

LINZ needs to know when someone is away so we can make adjustments for that employee's absence. All absences must be authorised. We require you to inform us of any absence from work, and the expected duration as soon as practically possible.

6.1 Annual leave

If you work full-time you are entitled to annual leave of 4.6 weeks after each completed 12-month period under this Agreement for the first 4 years. After 5 years' service, you shall be entitled to annual leave of 5 weeks after each completed 12-month period.

Under the Holidays Act 2003 and in this employment agreement, your annual leave entitlement is given in terms of weeks. However, how you accrue it and how it is taken is administered in hours (paid hours). For example, if you work 37 hours and 55 minutes a week (and paid 40 hours), a week's worth of leave would be 40 hours of paid leave.

If you work part time, your annual leave will be pro-rated according to your hours of work as listed in the Schedule attached to your Letter of Offer, or any subsequent variation to your terms and conditions of employment. For example, if you work part time e.g., 20 paid hours per week, a week's worth of leave would be 20 hours of paid leave. Any employee working part time will need to make sure they understand how their leave is calculated based on what a working week is for you.

It is important to note that, if you change the number of hours that you work or the number of days that you work, the amount of leave you are entitled to in a year will change as well.

Due to the nature of our business, workflows decrease over the Christmas period. You will generally be expected to discontinue work on at least the three days between Christmas and New Year and to ensure that you save enough annual leave to cover that period. If you do not have enough annual leave available, we may allow you to take annual leave in advance or require you to take leave without pay.

For the purposes of annual leave, LINZ will recognise previous service with other public service organisations providing this service is within five years of joining LINZ.

You will be paid for annual leave when you take your leave, in accordance with your normal pay cycle.

You are also able to purchase additional leave in accordance with LINZ Guidelines on Additional Leave.

6.2 Public holidays

The Holidays Act 2003 provides for (11) eleven public holidays on pay when they fall on normal workdays. To be eligible for a paid public holiday, it must fall on a day that would otherwise be a working day for you. When you take a public holiday, you will be paid in the normal way.

The 11 Public Holidays are:

- New Year's Day
- Day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Your Regional Anniversary (ie Wellington, Canterbury, Auckland)

If you work on a public holiday you will be paid at the rate of time and a half for the hours worked, providing your manager agrees to you working on that day. If that day would otherwise have been a normal working day for you, you will also be entitled to an "alternative holiday", in accordance with the Holidays Act 2003.

6.3 Sick leave

You are entitled to a maximum of two weeks, but not less than five days, paid sick leave for each 12-month period of employment increasing by one week per annum after three 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 two hours.

This may be taken when you are unable to work because:

- you are sick or injured;
- your spouse or partner is sick or injured; or
- another member of your family or household is sick or injured.

Unused sick leave can be carried over and accumulated up to a maximum of 130 days.

Your leader has the discretion to permit you to anticipate a maximum of five days of your next sick leave entitlement, subject to your agreement to repay any anticipated sick leave should you resign before the next entitlement falls due.

On a discretionary basis, LINZ may consider granting additional paid sick leave if there are reasonable grounds to do so.

LINZ may require you to provide a medical certificate if you take sick leave and:

- you have or your spouse, partner or dependant has been sick or injured for five or more consecutive days (at your cost); or
- your sick leave is a matter of concern and has been a subject for discussion and management and/or there are ongoing arrangements in place (at your cost);
- we otherwise want you to provide us with a medical certificate to support your sick leave (at our cost).

Where we have concerns about your fitness for work, we may request that you consult one or more health professionals nominated or approved by us, at our cost, to provide advice to you and to us about your health and fitness for work, and about ways of managing your illness or injury while at work. We may make this a condition of you remaining at work or returning to work from sick leave.

Unused sick leave is not paid out on termination.

For the purposes of sick leave, LINZ will recognise previous service with other public service organisations providing this service is within five years of joining LINZ.

6.4 Refresher leave

You will become 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 needs to be taken in one continuous block and 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.

In exceptional circumstances, if you have planned extended leave that you intend to use accrued refresher leave for, and the leave is being taken after the period available for it to be taken, you may obtain your leaders approved to carry this balance over and submit a corresponding leave application.

At the time the leave is taken it will be paid out at your standard weekly rate. If you work variable hours the average hours over a standard fortnight will be used to determine a "week".

If you resign or give notice of resignation, or are dismissed, you will forfeit any untaken refresher leave to which you may be entitled. Refresher leave is not able to be used during any notice period.

6.5 Bereavement and tangihanga leave

If a person who is a close relative to you dies (such as a parent, child, partner, partner's parent, grandparent, grandchild or sibling) you are entitled to up to three days' paid bereavement leave. Bereavement leave may be taken where an employee is affected by still-birth or miscarriage. Where you have suffered a bereavement of a close association (for example a person who is not a blood-relative), you will be entitled to one day of paid bereavement leave.

One day of paid leave may be taken to attend Hura Kōhatu (unveiling).

If you have special responsibilities to travel an unusually long distance to and from a funeral or tangi, an extension of paid leave may be approved. If you are on sick, annual or long service leave at the time of a bereavement, up to three days of the leave may be changed to bereavement leave.

We recognise that loss affects people in different ways and want to ensure that you are supported as best you can when this occurs. We encourage you to talk to your leader with regards to your personal circumstances, or to speak to EAP Services for support.

6.6 Special leave with or without pay

LINZ allows managers to make discretionary decisions about special leave with or without pay. If you are granted special leave without pay for a period of more than one month, placement on return is conditional upon you being able to be placed in a position appropriate to your skills and experience. If you cannot be placed in employment on your return you will be given one month's notice in writing that your employment is to be terminated.

Leave without pay interrupts but does not break service, with the exclusion of Parental Leave.

6.7 Parental leave

You are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 (the PLEP Act) as well as additional entitlements under our Parental Leave policy.

Eligibility for parental leave is assessed using the PLEP Act's eligibility tests. All entitlements are potentially available where your service at the expected date of delivery or assumption of care is one year or more. More limited entitlements are available to those with less than one year's service.

Statutory payments are available on application to IRD, and if you meet the relevant eligibility test under the PLEP Act, which requires you to have been employed (either by us, or by multiple employers) for at least 26 of the 52 weeks preceding the expected date of delivery or assumption of care.

If you are entitled to parental leave and to statutory parental leave payments, we will support you further by 'topping up' the statutory payment to the value of your base pay for a maximum of 18 weeks. Payments will stop if you return to work before 18 weeks.

More information about Parental Leave is available on InLINZ.

6.8 Family violence leave

If you are affected by family violence, as defined by the Act, you shall be entitled to family violence leave in accordance with the Holidays Act 2003.

7 End of Employment Relationship

At LINZ whilst we are passionate about our people reaching their potential and taking personal responsibility to be positive and strive to be better, we also realise that people do move on from time to time.

There are also several ways in which our employment relationship may end.

7.1 Notice

This employment agreement may be terminated by either party giving to the other, one month's notice of termination.

7.2 Resignation

You may terminate this employment agreement by providing one month's notice in writing.

LINZ may pay you in lieu of working out all or part of your notice period and this will, if applicable, be discussed with you individually by your leader.

On termination, untaken annual leave entitlement and any holiday pay owing will be paid to you. If termination occurs prior to you completing five years' continuous service, the holiday pay owing for any uncompleted 12-month period will be paid at the rate of 9.2% of your gross earnings for that period. After five years' continuous service, the rate will be 10%.

Sick leave, unused time in lieu and unused refresher leave is not paid out on termination.

7.3 Retirement

Retirement Leave will apply if you have any grandparented terms and conditions which will be listed in your Schedule attached to your Letter of Offer.

7.4 Redundancy

Subject to this Agreement, if your employment ends by reason of redundancy, you will receive redundancy compensation as set out clause 8.5.

In addition, you will be entitled to payment for any notice period as well as any outstanding annual leave entitlements due to you.

More information on Redundancy can be found in Section 8 of this Agreement on Organisational Change.

7.5 End of Fixed Term

Should your employment be on a fixed term basis, then this agreement and employment relationship will end at the expiration of the fixed term agreement. The Schedule contained in your Letter of Offer will set out the fixed term end date of this agreement.

7.6 Due to Incapacity

We are committed to supporting our people through physical and mental incapacity as far as it is reasonably practicable, in order to see them return successfully to work. If that is not practicable in the circumstances, then we are committed to ensuring that any process we may need to follow to resolve the situation is transparent and fair.

We may terminate your employment on notice if, as a result of a mental or physical illness, injury or condition, you are unable to fully carry out your duties for an extended period, or termination is otherwise reasonable in the circumstances.

Before terminating your employment for this reason, we may request that you consult or be examined by one or more health professionals in accordance with this Agreement.

We will work with you through any process ensuring fairness and transparency is maintained at all times.

7.7 Termination

We may terminate your employment on notice for other reasons, including (but not limited to) poor performance (when performance improvement interventions have failed), misconduct, conflict of interest, a breakdown in trust and confidence, or incompatibility (ie a breakdown in one or more of your working relationships).

LINZ will treat you fairly and reasonably in reaching any decision to terminate your employment. We will give you a reasonable opportunity to comment on any proposal or concerns we have that may lead to the termination of your employment. You are welcome to involve a representative or support person in the process.

7.7.1 Performance Concerns

Our people are critical to our success as an organisation. We believe in fostering excellence at every level of the organisation and are committed to supporting and encouraging our people to perform to high standards, because the public we serve must be able to expect the highest standards from us.

Where our people fall short of the performance standards we can reasonably expect, we want to ensure that the processes we use to assist in resolving the issue are fair, robust and supportive.

We will manage any concerns about your performance in accordance with our Managing Performance Concerns policy.

7.7.2 Dismissal

We may dismiss you without notice for serious misconduct. Generally, this will involve serious issues of trust or safety, or conduct that has or may have had a serious impact on the business, including conduct that puts at risk our confidential information, intellectual property, reputation or business relationships.

If we decide to investigate a matter involving possible serious misconduct, we may, after consulting you, suspend you. Normally, any suspension will be on full pay. However, in special circumstances (for example, a criminal investigation which prolongs the investigation process, or a failure or inability by you to cooperate with our reasonable requirements) we may, again after consulting you, suspend you without pay.

Any process would be managed in accordance with our Disciplinary policy.

7.7.3 Abandonment of employment

If you are absent for five consecutive working days without authorisation and without contacting LINZ, you will be deemed to have terminated your employment without notice. We will try to contact you first.

8 Organisational Change

At LINZ our key focus areas will help us deliver more value for New Zealand and realise our potential – both in how we work internally and with our customers and stakeholders. That may mean that at times we have to make changes to the way in which we work to ensure we are more strategic, connected, innovative and flexible and outward-looking.

Should we propose any changes which will, or may, have a significant impact on an employee's position or employment, we will clearly define the change and how it aligns to business goals and support and guide you through any change journey to ensure a smooth transition.

8.1 Restructuring and Consultation

If LINZ considers that as a result of organisational change a restructure of roles and/or functions may be necessary, we will consult with affected employees, outlining our reasons for why we believe the change is necessary and what the impacts of the change may be. If you are affected by any proposed change, you will be consulted with during the process, and be given an opportunity to provide feedback on what is proposed before any decisions are made.

If after a period of consultation, the position which you occupy is restructured then we may, following consultation with you and/or your representative, either reconfirm you into the same or a substantially similar position, or reassign you to another suitable position.

8.2 Reconfirmation

Upon the finalisation of any organisational change, an outcome could be that you are reconfirmed into the same or a similar position. To be reconfirmed into a similar position the position would be at the same level, pay and location and perform the same or similar duties to your role prior to any change.

In a situation where there is more than one suitable person that could be reconfirmed into a role, the role will be advertised, and the most suitable person appointed based on a merit process.

8.3 Reassignment

If no reconfirmation into a role has taken place, then we will seek to reassign you to another role within LINZ. In determining the parameters for reassignment, cases will be dealt with 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 may involve some on-the-job training or attending training courses. Such training needs will be identified and discussed prior to the employee being reassigned.

Where you accept reassignment to a new position and the job is at a lower band, an assessment will be made about whether your existing salary is maintained or reduced. If the salary is reduced, an equalisation allowance will be paid to preserve your income at the rate paid in your job immediately prior to reassignment. The allowance will be for a maximum period of two years and will abate with any future salary increases.

Where the new job is at a new location, assistance with transfer expenses will be provided on the basis that you should not have to bear the full costs incurred as a result of the transfer. The amount of assistance will be agreed with you and your leader at the time.

8.4 Surplus staff

All affected employees not placed by reconfirmation or reassignment will be declared surplus. In this situation we will look to redeploy you to another role within LINZ or take steps to assist you to secure employment in another agency.

If no other suitable role is found, then your employment will be terminated by reason of redundancy.

8.5 Redundancy compensation

If your employment ends by reason of redundancy, you will receive redundancy compensation as follows:

- three months' pay as compensation for open term employees with less than 10 years' service: or
- six months' pay as compensation for open term employees with more than 10 years' service.

In addition, you are entitled to notice and any outstanding annual leave entitlements under this Agreement. LINZ will also provide you with access to outplacement support services.

8.6 Support and other options

Other options which LINZ and the employee may agree to will be negotiated on a case-by-case basis.

Appropriate counselling for a surplus employee and their family will be available.

8.7 Technical redundancy

Where your employment ends by way of redundancy solely because LINZ has restructured all or any of its business (by way of a sale, transfer or contracting out as defined in section 690I of the Employment Relations Act 2000), you will not be entitled to redundancy compensation if you are offered, but do not accept, employment with the person acquiring the business on the same or substantially similar terms and conditions, and with service with LINZ treated as continuous.

8.8 Employment protection provision

In conjunction with the clause above there is protection available for you if LINZ proposes to restructure all or any of its business (by way of a sale, transfer or contracting out as defined in section 690I of the Employment Relations Act 2000) and the proposal may result in your work no longer being required by LINZ and being performed by or on behalf of another person.

In such a situation LINZ will ask the person acquiring the business whether they wish to offer you employment and, if so, whether this would be on the same or substantially similar terms and conditions and whether your employment would be treated as continuous. If the person acquiring the business does not wish initially to offer employment on this basis, LINZ will request the reasons for that and will consider whether to continue negotiations about your employment. Ultimately, the decision rests with the person acquiring the business.

If the person acquiring the business wants to offer employment to you, we will try to ensure that the offer and details of the transfer process are communicated to you so that you have a reasonable period of time to consider them.

If the person acquiring the business does not offer to employ you, or if you do not want to accept an offer from that person, LINZ will meet with you as soon as practicable to discuss your entitlements under this Agreement, your options, the next steps in terms of process, and any other matters that you or we wish to raise.

9 Conflict of Interest

In accordance with the LINZ Code of Conduct you will declare, and work with us to actively manage, actual or potential conflicts created by your personal or other professional interests or relationships. You are required to let your leader know immediately if your ability to make an objective or impartial decision may be affected by your personal interests.

You must not be employed or engaged by, undertake any other work or activity for, or be interested or involved in, any entity, business or activity (paid or unpaid) that is likely to be in conflict with, or adversely affect, the proper performance of your responsibilities under this Agreement unless you have the prior written consent of your leader.

If you are involved in any situation that may give rise to a conflict of interest, LINZ requires you to discuss the situation with your leader as soon as you become aware of that possibility.

These requirements are necessary to enable us to assess and manage the impact that other work or activities may have on your ability to fully and safely perform your duties.

10 LINZ Resources

It is important that we all use LINZ resources and tools appropriately and are careful to not misuse or overuse them for non-work-related activities, convenience, for benefit or pecuniary gain. These property provisions will continue to apply after termination of this Agreement.

10.1 Information

In the course of your employment you will come across information ranging from sensitive to confidential that you are trusted with as part of your role. You must take all reasonable precautions to maintain security, and prevent the improper use or disclosure, of any confidential information. An example of improper use could be accessing information for yourself or a third party that is not part of your normal work activity, simply because you have the means in which to do it.

All information that you deal with during your employment with LINZ is information that is owned by LINZ. Therefore, you must not directly or indirectly use or disclose to any person or entity any confidential information belonging or relating to LINZ, except in the normal performance of your duties as an employee.

For the purposes of this Agreement, 'confidential information' includes (but is not limited to):

- any personal information about your colleagues;
- any information, data or footage not known generally outside LINZ that relates to any of our business affairs, finances, trade secrets, intellectual property, employees, contractors or clients, whether that information is held in hard copy, electronically or otherwise.

10.2 Intellectual property

All work produced by you in association with your employment shall be the property of the Crown and the Crown shall be entitled to any copyright, other intellectual property rights or merchandising rights in or arising from such work from the time that the intellectual property is created. You waive all moral rights in any copyright work covered by this Agreement.

10.3 Return of property

Immediately upon request or termination of this Agreement (whether or not you dispute the request or termination) you will deliver to us any property or material that is in your

possession or control and that belongs to or concerns LINZ, our business, employees, contractors, client, stakeholders or the Crown. This includes any equipment we supply to you, any keys, electronic information, data or footage and the copies of originals of any documents (electronic or hard copy) that are related to us or that contain any confidential information or intellectual property.

If you fail to return our property as required, or if the property is not returned in a satisfactory condition, we may take legal steps to recover our property from you, deduct the replacement cost or current value of the property from any amount owing to you, recover the replacement cost or current value of the property from you, and require you to pay us any costs that we incur enforcing our rights under this clause.

11 Employment Relationship Problems

Wherever possible, we believe that employment related problems should be resolved between the two parties. If either of us has a concern about an employment relationship matter, LINZ encourages open communication about the problem at an early stage so that it can be resolved in an amicable and professional fashion. This includes LINZ listening to any reasonable suggestions you may have as to how any potential problems may be resolved.

Formal management of employment relationship problems (for example misconduct or poor performance) is something that we both wish to avoid. However, if a formal process is required, the parties should meet as soon as reasonably possible to discuss the matter and endeavour to resolve it. Parties may have a support person or representative present at any stage in the process.

If the parties are unable to resolve the problem, either party may access the Employment Relations Service run by the Ministry of Business, Innovation and Employment. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.

If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority. This is a more formal step to take.

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 and make a decision.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with LINZ 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, otherwise the employee may not be able to pursue their grievance.

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 under the Employment Relations Act 2000 or a complaint to the Human Rights Commission under the Human Rights Act 1993, but not both.

12 Complete Agreement

This Individual Agreement, and your Letter of Offer and position description, sets out the whole of the agreement between LINZ as the employer and you as the employee. It replaces any previous agreements, arrangements or representations.

Although we retain the right to change any of our policies and procedures as necessary, it is acknowledged that the provisions of this Agreement cannot be altered without mutual agreement.

The Codes of Conduct of LINZ and the State Services Commission ('Standard of Integrity and Conduct') as well as general LINZ policies and procedures are applicable to your role. We will ensure that policies and procedures are maintained and properly communicated to you whenever they are introduced or updated. You must ensure you know how to readily access these policies and procedures and that you take responsibility to understand and comply with their content.

Released under the Official Information Act 1982

13 Acceptance of Agreement

By signing this agreement, both parties agree to the terms and conditions contained within this Individual Employment Agreement.


For the Employee:

Name: _____

Signed: _____ Date: _____

For and on behalf of the Employer (LINZ):

Name: Bronwyn Kingdom Position: Group Manager Human Resources

Signed:  _____ Date: 18 October 2021