

**THE UNIVERSITY OF WAIKATO
TE WHARE WĀNANGA O WAIKATO**

**CONDITIONS OF EMPLOYMENT FOR GROUNDS STAFF
EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS**

1 April 2024

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CONDITIONS OF EMPLOYMENT FOR GROUNDS STAFF EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS

SECTION A: ARRANGEMENTS

A.1 These conditions of employment may form part of individual employment agreements made pursuant to Part 6 of the Employment Relations Act 2000, between the Vice-Chancellor of the University of Waikato ('the Employer') and an individual member of the staff who has agreed to be bound by the Agreement ('the Employee').

A.2 An individual employment agreement will ordinarily consist of:

- (1) A letter of appointment and/or offer and acceptance of appointment.
- (2) Conditions of employment (this document).
- (3) Any document detailing an agreed variation to the agreement.

A.3 Classifications

A.3.1 Gardener Assistant is an employee with limited skills and training who works as directed on a range of basic duties, requiring some supervision

A.3.2 Gardener/Groundsperson is an employee whom has some experience in Gardening or Horticulture related duties and possesses some technical skill. They are responsible for managing their own designated area and are technically competent to independently carry out most trade occupational tasks with limited supervision

A.3.3 Competent Gardener/Groundsperson is an employee whom has been employed substantially as a Gardener. They are responsible for managing their own designated area and are proficient in operating diverse plant and equipment, work independently and consistently meets quality standards through effective task prioritisation

A.4 Types of Appointment

Employees, whether full-time or part-time, will be employed on a continuing basis or for a fixed-term.

SECTION B: TERMINATION OF EMPLOYMENT

B.1 Notice of termination shall be one week by either party or one week's wages paid or forfeited as the case may be, but the period may be reduced by mutual agreement. This shall not prevent the employer from summarily dismissing an employee for misconduct.

B.2 Abandonment of Employment

Where an employee is absent from work for more than three working days without notification to the employer, it shall be deemed that service has been terminated without notice: provided that it shall be the duty of the employer to make all reasonable efforts to contact the employee during this period, provided further that where an employee was unable through no fault of their own to notify the employer, they shall not be deemed to have abandoned employment.

B.3 Redundancy

B.3.1 Where a surplus staffing situation arises, the employer will advise the employee affected not less than six weeks prior to the date by which the surplus staff are to be discharged. The six week period is inclusive of the regular period of notice in clause B.1, and may be varied by agreement between the employer and employee concerned. The period of notice for a fixed-term employee shall be no greater than the unexpired portion of the term.

- B.3.2.** The employer will, where possible, assist in placing the employee in a position in the University similar to the position lost and will consult and explore options with the employee affected and her/his representative.
- B.3.3** Where an employee is declared redundant, the employer will pay to the employee financial compensation based on continuous service with the University. Payments will be equivalent to six weeks taxable salary for service up to two years, and one week taxable salary for each subsequent six months of service or part thereof, with a maximum of 40 weeks. Any payment to a fixed-term employee under this clause shall be no greater than the salary that would be due over the unexpired portion of the term.
- B.3.4** Employees who are offered a position in the University which is directly comparable to their existing position, and who decline appointment, will not be eligible for payments under this clause. Redundancy will be a last resort.

SECTION C: HOURS OF WORK

- C.1.1** Forty hours shall constitute an ordinary week's work to be worked on not more than five consecutive 8 hour days of the week, nor less than 4 consecutive 10 hour days of the week, Monday to Sunday inclusive. Ordinary hours shall fall between 7.00 am and 7.00 pm. Start times may vary as agreed.
- C.1.2** As far as possible the hours of work shall be continuous except for an unpaid meal break of not more than one hour nor less than 30 minutes. No employee shall be required to work more than 5 hours without a meal break.
- C.1.3** When an employee is called back to work after having completed work and left the place of employment that employee shall be paid a minimum of two hours.
- C.1.4** Employees will be granted a paid rest period of 10 minutes in each period of four hours worked.

C.2 Overtime

- C.2.1** Overtime is time worked in excess of 40 hours per week, or in excess of 10 hours per day in the case of full-time employees, or in excess of 8 hours per day in the case of part-time employees.
- C.2.2** All overtime shall be paid at T0.5 per hour in addition to the employee's normal hourly rate of pay.

C.3 Saturday/Sunday Rates

- C.3.1** All employees working on a Saturday will be paid at T0.25 per hour in addition to their normal hourly rates of pay.
- C.3.2** All employees working on a Sunday will be paid at T0.5 per hour in addition to their normal hourly rates of pay.
- C.3.3** Where an employee is eligible for overtime payment for work on a Saturday or Sunday, the rates in clauses C.3.1 and C.3.2 are additional.

SECTION D: WAGES

D.1 Wages		RANGE OF RATES
		1 April 2024
Gardener Assistant	Range 1 hourly	24.07 – 26.24
Gardener/Groundsperson	Range 2 hourly	25.08 – 29.22
Competent Gardener/Groundsperson	Range 3 hourly	28.63 – 32.20

D.2 Range of Rates. The placement of all staff in ranges of rates shall be reviewed annually, and shall take account of the following criteria -

- (a) Individual performance.
- (b) Job content.
- (c) Recruitment and retention experience.

D.3 Qualification Payment for Grounds Staff

Diploma of Horticulture (one year)	\$34.63 per week
National Certificate – Level 3	\$46.64 per week
National Certificate – Level 4	\$66.00 per week
Certificate of Arboriculture	
National Diploma of Horticulture	\$88.00 per week

The foregoing allowances shall not be cumulative; the highest applicable allowance shall be paid.

SECTION E: ALLOWANCES

E.1 Where the daily hours of employees are not continuous they will be paid \$14.88 per day extra (effective 1 April 2024). This payment is an allowance to recompense the employee for the additional cost of travel and other expenses incurred.

E.2 Coffee, tea, sugar and milk shall be supplied at all meal intervals and rest periods.

E.3 Employees who are required to work at a place other than their usual place of employment shall travel in the employer's time, or shall be paid for time occupied on travelling where such is done in their own time. Such employees shall also be reimbursed all monies actually expended in fares travelling to and from such place of work where transport is not provided by the employer.

E.4 Motor Vehicle Expenses

A motor vehicle allowance will normally only be paid for short local trips, where the hire of a rental car would be clearly inappropriate. Where the use of a private vehicle for official business has been agreed between the employer and the employee, the employee will be paid a vehicle allowance in accordance with the rates determined annually by Inland Revenue unless the nominal cost of a rental car or the equivalent air fare would have been less (at current rates available to the employer and promulgated annually) in which case a rental car (or air travel where appropriate) will be provided by the employer.

E.5 Meal Money

Employees required to work more than ten hours on any day, will be paid a meal allowance of \$19.08 effective 1 April 2024 as reimbursement for a meal.

E.6 Higher Duties Allowance

Any employee required to work in a position attracting a higher rate of pay for more than one day will be paid for that period the minimum rate for the higher position or 6.5% of the salary of the employee acting in the higher position, whichever is the greater. Where payment of the full rate is not justified, the rate will be that proportion of the full allowance that the duties and responsibilities, competently performed, bear to the whole of the higher duties and responsibilities.

E.7 Provided employees wear steel-toe-capped safety footwear on the job the employer shall either:

- (a) Pay each employee an allowance for the footwear at the rate of \$7.21 per week effective 1 April 2024, or
- (b) Provide one pair of such footwear per annum. Annual re-issue will be on production of the worn out pair of boots. Should an employee's employment terminate before completion of 12 months' service with the employer following the issue of footwear, then the employee shall refund to the University one-twelfth of the cost of the footwear for each completed month by which the employee's period of service falls short of 12 months.

SECTION F: HOLIDAYS AND LEAVE

F.1 Public and University Holidays

F.1.1 University Holidays

Five days each year are prescribed as University holidays and paid at ordinary rates. The days are normally the Tuesday after Easter Monday, the last day on which the University is open before Christmas Day, and the first three days after Boxing Day which are not a Saturday, Sunday or public holiday.

F.1.2 Public Holidays

F.1.2.1 The following days will be observed as public holidays and paid at the relevant daily pay rate in accordance with the provisions of the Holidays Act 2003:

Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Birthday of the reigning Sovereign, Matariki, Labour Day, and Anniversary Day.

F.1.2.2 Where an employee is required to work on the day a public holiday is observed, they will be paid at T0.5 for the hours worked in addition to the relevant daily pay rate. If the public holiday concerned falls on a day that would otherwise be a working day for the employee they will additionally receive a day off in lieu of an ordinary working day. Alternative holidays will be granted in accordance with the provisions of the Holidays Act 2003.

F.1.2.3 If any of Christmas Day, Boxing Day, New Year's Day or 2 January falls on a Saturday or Sunday that would not otherwise be a working day for an employee, the holiday will be treated as falling on the following Monday or Tuesday respectively.

F.1.2.4 Relevant daily pay will be calculated in accordance with the provisions of the Holidays Act 2003.

F.2 Annual Holidays

F.2.1 Annual holidays of four weeks will be allowed after 12 months' continuous service in accordance with the Holidays Act 2003.

- F.2.2** The employer expects all leave to be taken within 12 months of the date on which the entitlement falls due.
- F.2.3** The employer and the employee will endeavour to agree on the timing of annual holidays. Where agreement cannot be reached, or where a close-down applies, the employer may require the employee to take annual holidays by giving not less than 14 days notice.
- F.2.4** The normal pay cycle will continue undisturbed by the annual leave unless the employee notifies the employer at least one week in advance that they require pay for the annual leave before the holiday commences.

F.3 Long Service Leave

- F.3.1** In addition to annual holidays specified elsewhere in this Agreement, an employee will be entitled to either:
 - (a) on completion of 10 years' continuous University service, a special holiday of two weeks and on completion of 20 years' continuous University service a further two weeks special holiday or;
 - (b) on completion of 20 years' continuous University service, a special holiday of four weeks.

The leave must be taken within five years of the 20 years entitlement becoming due or be forfeited. This is a once only entitlement.

- F.3.2** Long service leave is a leave entitlement, not a basis for a lump sum payment.
- F.3.3** Entitlement to long service leave will not affect any retirement leave eligibility.

F.4 Sick Leave

F.4.1 Employees on appointments of more than 12 months

- F.4.1.1** Employees are entitled to sick leave on pay as set out below:

up to six months service	4 days
six months to 18 months service	10 days per annum

Leave not taken may be accumulated up to a maximum of 160 days.
- F.4.1.2** The employer shall require a medical certificate to support a period of sick leave exceeding 5 days and may require a certificate for periods in excess of 1 day.
- F.4.1.3** The employee shall make every reasonable endeavour to ensure notice is given to the employer on the first day of absence due to illness.
- F.4.1.4** The employer shall also have the right to require the employee to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.
- F.4.1.5** The above entitlement is inclusive of the provisions of the Holidays Act 2003.
- F.4.1.6** At the discretion of the employer additional sick leave, paid or unpaid, may be approved in exceptional circumstances.

F.4.2 Employees on fixed term appointments of 12 months or less

- F.4.2.1** Employees will be entitled to four days sick leave immediately upon appointment and, on completion of six months' service, 10 days sick leave per year.
- F.4.2.2** The employer shall require a medical certificate to support a period of sick leave exceeding 5 days and may require a certificate for periods in excess of 1 day.
- F.4.2.3** The employee shall make every reasonable endeavour to ensure notice is given to the employer on the first day of absence due to illness.

F.4.2.4 The employer shall also have the right to require the employee to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

F.4.2.5 The above entitlement is inclusive of the provisions of the Holidays Act 2003.

F.4.2.6 At the discretion of the employer additional sick leave, paid or unpaid, may be approved in exceptional circumstances.

F.5 Bereavement/Tangihanga Leave

F.5.1 An employee will be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

F.5.2 In granting time off therefore, and for how long, the employer will administer these provisions in a culturally sensitive manner taking into account:

- (a) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable traveling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) The minimum periods of bereavement leave specified in the Holidays Act 2003.
- (f) Bereavement leave will be granted for reasons specified in the Holidays Act 2003 and its amendments.

F.5.3 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

F.5.4 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

F.5.5 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

F.6 Parental Leave

F.6.1 Parental leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

F.6.2 If the employee is entitled to 52 weeks primary carer/extended leave under the terms of the Act, the following supplementary provisions will also apply:

F.6.2.1 either: subject to returning to work on the agreed date, an ex-gratia payment equivalent to six weeks salary at the rate applying at the time of the commencement of the leave (excluding any period when a woman has worked less than normal hours for a short period only for reasons related to her pregnancy). If the employee is absent on parental leave for less than six weeks they will receive that proportion of the payment that their absence represents. Payment will be made six weeks after the employee returns to duty provided they have not given notice to resign during that six week period.

or: six weeks paid leave to commence at the beginning of the period of parental leave. The employee will be required to agree in writing to repay any payments made under this provision if the employee resigns before or does not return to work on an agreed date.

F.6.2.2 In addition, if the employee is entitled to the ex gratia payment or paid leave provisions set out in 6.2.1 above and has been granted leave for a period greater than six weeks they will also receive an ex gratia payment or paid leave equivalent to the difference between the employee's salary at the time of ceasing duty and the amount received by the employee under the government-funded paid parental leave provisions of the Act for a further period of three weeks or the remainder of the leave, whichever is the lesser. The further ex gratia payment will be made six weeks after the employee returns to duty provided the employee has not given notice to resign during that six week period.

F.6.3 Applications for the provisions set out in 6.2.1 and 6.2.2 above must be submitted on the University's Parental Leave Application Form at least three months in advance of the scheduled date of delivery in the case of a birth or at least 14 days in advance in the case of adoption/care for life/whangai.

F.6.4 An employee on parental leave is required to give at least 21 days' written notice of their intention to return to work on the scheduled date.

F.7 Retirement and Retirement Leave

F.7.1 Employees must give one months' notice in writing of their wish to retire.

F.7.2 Each case will be considered on its individual merits and will take into account any future employment plans the employee may have.

F.7.3 Where retirement is approved in terms of clause F.7.2 employees who have 10 years or more University service are eligible for a retirement allowance calculated in accordance with the following scale:

40 or more years' service	131 days salary
20 or more years' service	91 days salary plus one days salary for every two months service in excess of 25 years
10 or more years' service	31 days salary plus one days salary for every two months service in excess of 10 years.

F.7.4 If the employee wishes, the retirement allowance may be converted to retirement leave. Retirement leave does not count as service; service for retirement leave purposes is calculated up to and including the last day of work plus any annual and/or long service leave due.

F.7.5 The employer will notify an employee who has retired during the preceding 12 months of any salary increase that is backdated to any period of annual or long service leave taken after cessation of duties, provided the employee has left a contact address with the employer, and will pay the increase on written application from the employee.

F.8 Jury Service

Where an employee is called upon for jury service, the employer shall, upon production of a statement or payment for such service, make up the difference of loss of wages, provided that the employee returns to work immediately on any day when not actually serving on a jury.

F.9 Special Leave

At the discretion of the employer special leave, paid or unpaid, may be approved for any purpose including on compassionate grounds or in respect of cultural obligations.

F.10 Family Violence Leave

F.10.1 An employee affected by family violence will be granted up to 10 days paid family violence leave per year for the purpose of assisting the employee to deal with the effects on them of the family violence. This leave is in addition to other leave entitlements contained in this agreement. Family violence leave does not require prior approval but the employee's manager must be notified of the absence as soon as possible.

The above provisions are inclusive of any entitlements under the Family Violence Act 2018 and the Family Violence (Amendments) Act 2018.

- F.10.2** Staff who support a person affected by family violence may be granted special leave to accompany the person to court proceedings or hospital or to provide childcare for dependent children.

SECTION G: GENERAL PROVISIONS

G.1 Health, Safety and Protective Clothing

- G.1.1** The parties agree that they and the employees covered by this agreement are obligated to observe the provisions of the Health and Safety at Work Act 2015 which has as its principal object the prevention of harm to employees at work.
- G.1.2** The employer has a duty to take all practical steps to provide a safe and healthy work environment.
- G.1.3** The employees have a duty to take all practical steps to protect themselves, fellow employees, and members of the public.
- G.1.4** The employer has health and safety policies and procedures that promote healthy and safe working practices and comply with the employer's obligations to provide a healthy and safe work environment for employees.
- G.1.5** Employees will work and act at all times in ways that comply with the employer's requirements in respect of occupational health and safety.
- G.1.6** The employer will ensure that all employees receive appropriate training regarding the University's health and safety policies and procedures, including as part of staff orientation.
- G.1.7** Safety devices shall be provided for employees required to work more than 3 metres from the ground, floor or verandah. The employer shall insist upon safety devices being used for all work performed more than 3 metres from the ground, floor or verandah.
- G.1.8** Employees operating or working near noisy motorised equipment shall be provided with effective ear protectors.
- G.1.9** When the employee is engaged in any work which might involve a hazard to the health or safety of the employee the employer shall provide clothing or equipment appropriate for the protection of the employee from such hazard.
- G.1.10** The employer shall provide suitable washing facilities including hot and cold running water; sanitary accommodation; and safe storage facilities for personal effects.
- G.1.11** Any safety equipment or protective clothing provided by the employer shall be used as directed.
- G.1.12** The employer shall have the right to deduct from the wages and all other monies due to the employee at the date of termination of employment the reasonable cost, after allowing for fair wear and tear of any articles of clothing or safety equipment supplied by the employer and not returned by the employee.
- G.1.13** Where an employee is required to operate a chainsaw, mechanically operated hedge-trimmer, scrub-cutter or grass-trimmer (not being a motor mower) they will be supplied with a safety helmet, chaps and face shield.
- G.1.14** An employee required to apply agriculture chemicals shall be supplied with and wear/use, appropriate protective clothing and equipment as recommended by the Department of Health and of no lesser standard than that provided for in the Noxious Substances Regulations Section 6-8.

- G.1.15** Where an employee uses organo-phosphate based pesticides for more than 30 hours per month, such employee should have regular blood tests, or where medical examinations are required for employees regularly engaged in spraying with toxic or noxious substances by the Noxious Substances Regulations, the employer shall meet the cost of such examinations.
- G.1.16** No employee shall be engaged on spraying operations in hothouses for a longer period than four hours on any one day.
- G.1.17** An employee shall not be required to work in a greenhouse where the spraying of agriculture chemicals has occurred until such time as the sprayed surfaces have dried.
- G.1.18** Gloves shall be provided to employees working amongst trees and shrubs of a prickly nature, e.g. roses, barberry, boxthorn etc.
- G.1.19** Waterproof gloves shall be provided and worn when handling plant material which is still wet from having been sprayed with or dipped in agricultural chemicals.
- G.1.20** Where necessary, employees shall be provided with waterproof protective clothing and gumboots. A Swandri type jacket shall be made available to grounds staff when required to work outside in inclement weather.
- G.1.21** An employee who is required to wear prescription safety glasses is entitled, at not less than two yearly intervals, to a contribution to the cost of prescription safety glasses. The total maximum reimbursement (eye test and prescription safety glasses combined) will not exceed \$400 and will be subject to PAYE.

If an employee resigns within six months of receiving prescription safety glasses, the employee will repay to the employer two thirds of the costs incurred.

G.2 Payment of Wages

- G.2.1** Wages shall be paid fortnightly by direct credit to a bank account.
- G.2.2** No unauthorised deduction shall be made from the weekly wages prescribed in this agreement except for time lost through the employee's own default, sickness, or accident.
- G.2.3** All employees shall be supplied with a statement detailing wages, hours worked and any deductions made from the wages for each pay period.

G.3 Disputes and Grievances

- G.3.1** Resolution of any dispute or grievance will be determined in accordance with the procedures set out in the Employment Relations Act 2000. An explanation of the procedures for resolving employment relationship problems and personal grievances is attached to this agreement as Appendix A.
- G.3.2** Nothing in Clause G.3.1 will prevent the parties from agreeing upon any other procedure for the purpose of resolving any dispute or grievance so long as it complies with the requirements of the Employment Relations Act 2000.

G.4 Employment Protection Provision

- G.4.1** 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 to another person, the employer will notify the affected employees and their representative(s) that restructuring is a possibility as soon as is practicable. The employer will enter into a process of consultation with affected employees and their representative(s) prior to any final decisions being made.
- G.4.2** In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will:
- endeavour to obtain employment for the affected employees with the new employer;
 - and

- endeavour to obtain such employment on conditions that are the same or not inconsistent with the terms and conditions of employment applying to the employee.

G.4.3 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.

G.4.4 Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.

G.4.5 If an affected employee chooses to transfer to the new employer they will not be deemed to be redundant for the purposes of Section B.3.

G.4.6 If an affected employee chooses not to transfer to the new employer where the conditions of employment offered are the same or not inconsistent with the employee's existing terms of employment the notice provisions of clause B.1 will apply. Clauses B.3.1 – B.3.4 will not apply with the exception of clause B.3.2 (redeployment).

G.4.7 If there are no employment opportunities with the new employer, an employee will be deemed to be redundant (subject to redeployment opportunities as contained in B.3.2) and clauses B.3.1, B.3.3, and B.3.4 will apply.

G.5 Variations

The terms and conditions contained in this agreement may be varied by agreement between the employer and the employee. Any agreed variation will be recorded in writing.

G.6 Currency of Employment Conditions

When these provisions form part of an individual employment agreement between the Vice-Chancellor and an employee, they will remain in force until varied by agreement of the parties confirmed in writing.



Rose Macfarlane
Director, People and Capability

9 April 2024

Problem resolution procedure

1. If the employee believes that there is a problem with their employment relationship with their employer they should advise the employer, either personally or through their delegate or Union, that
 - (a) There is a problem; and
 - (b) The nature of the problem; and
 - (c) That they want something done about the problem; and
 - (d) If the problem is a Personal Grievance the employer must be advised of the problem within 90 days. In the case of a Personal Grievance related to sexual harassment, the employee must raise the matter with the employer within 12 months of the grievance occurring or coming to the employees notice, whichever is later.
2. The employer should acknowledge the submission of the problem, and if necessary clarify the exact nature of the problem and what the employee wants done about it.
3. The employer and employee (including the delegate or Union if required by the employee) should discuss and attempt to resolve the problem.
4. If the problem is not resolved, then either the employer or the employee may request assistance from the Ministry of Business, Innovation and Employment which will decide the most appropriate manner of helping to resolve the problem through mediation.
5. If the problem is still not resolved the employee may apply to the Employment Relations Authority which will either refer the matter to mediation (if it believes that not enough effort has been made to solve the problem), or if necessary make a ruling on the matter.