THE UNIVERSITY OF WAIKATO

TE WHARE WĀNANGA O WAIKATO

CONDITIONS OF EMPLOYMENT FOR CARETAKERS, CLEANERS, HOUSEKEEPERS, PORTERS/LOGISTICS ASSISTANTS EMPLOYED ON INDIVIDUAL EMPLOYMENT AGREEMENTS

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1 October 2026

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SECTION A: CONTRACTUAL 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 Supervisor - is an employee responsible for the cleaning of an area of the University and whose duties include all or most of: supervision of cleaners; ordering/maintaining stocks of cleaning materials; checking/reporting on maintenance matters or undertaking minor maintenance matters not requiring a tradesperson; checking/maintaining laundry requirements; unlocking buildings and/or turning off alarms; cleaning; minor administrative tasks. (Level 1 of the salary range is available only to those Supervisors who supervise other staff on a regular basis).

A.3.2 Caretaker - is an employee responsible for the cleaning of an area of the University and whose duties include all associated tasks – can be internal or external

A.3.3 Logistics Assistant/Support Services Assistant

A.3.4 Cleaner/Housekeeper

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 will 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 will 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, service will be deemed to have been terminated without notice provided that it is the duty of the employer to make all reasonable efforts to contact the employee during this period, and provided further that where an employee is unable through no fault of their own to notify the employer, they will 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 will 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.

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's 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 will 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 Ordinary hours of work are 40 hours per week, Monday to Sunday inclusive. This may be five consecutive eight-hours days or four consecutive 10-hour days as set out in the letter of offer. The hours may be varied with the mutual agreement of the employer and employee.

C.1.2 As far as possible the hours of work will be continuous except for an unpaid meal break of not more than one hour nor less than 30 minutes. No employee will 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 will 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 will 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

	Range		01.10.2025	01.10.2026 +3% incl allowances	01.04.27 +1.5%
Caretaker Supervisor	**1**	**hourly**	$26.81 - $31.28	$27.61 – $32.22	$28.04 – $32.71
Caretaker	**2**	**hourly**	$26.20 - $28.71	$26.99 – $29.57	$27.40 – $30.03
Logistics Assistant/Support Services Assistant	**3**	**hourly**	$25.59 - $28.08	$26.36 – $28.92	$26.76 – 29.37
Cleaner/Housekeeper	**4**	**hourly**	$25.59 - $28.08	$26.36 – $28.92	$26.76 – $29.37

D.2 Range of Rates

The employee's salary will be reviewed annually. This does not preclude a review at other times in special circumstances.

In considering advancement within the ranges of rates, the criteria to be used are:

(a) Individual high level of achievement, increased skills and value to the organisation, including increased on the job experience.

(b) Recruitment and retention requirements

(c) Job content including scope and complexity.

SECTION E: ALLOWANCES

E.1 Employees whose daily hours are not continuous will be paid $10.35 per day extra and from 1 April 2027 will be paid $10.52 per day extra. 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 will 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 will either travel in the employer’s time or will be paid for time spent on travelling where this is done in their own time. Such employees will 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 Qualification Payment

National Certificate in Cleaning and Caretaking
NZQA Level 2 (commercial strand) 16c per hour and 17c per hour from 1 April 2027
National Certificate in Cleaning and Caretaking
NZQA Level 3 36c per hour and 38 c per hour from 1 April 2027

E.5 **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.6 A footwear allowance of 16 cents per hour will be paid after the first week's employment. From 1 April 2027 this will increase to 17 cents per hour.

E.7 Travel Allowance

E.7.1 An employee who is required to commence work before public transport commences or cease work after public transport ceases, will be paid an allowance of 72 cents per kilometre up to 10 km per day. From 1 April 2027 this will increase to 75 cents per kilometre.

E.7.2 Where an employee requests an increase on account of moving to a residence further from the University, the total allowance will not exceed $7.46 per day (based on 10 km) and $7.58 from 1 April 2027.

SECTION F: HOLIDAYS AND LEAVE

F.1 Public Holidays

F.1.1 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 and subsequent amendments:

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 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.1.3 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.1.4 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 the completion of 12 months’ service in accordance with the Holidays Act 2003 and its amendments.

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 From 1 January 2027 each employee will be entitled to an additional week's annual leave to be taken on days determined by the employer. Normally the five days concerned are 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.3 Long Service Leave

F.3.1 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;

F.3.2 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.4 Sick Leave

F.4.1 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.4.2 The above entitlement is inclusive of the provisions of the Holidays Act 2003.

F.4.3 The employee will make every reasonable endeavour to ensure notice is given to the employer on the first day of absence due to illness.

F.4.4 The employer will 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.4.5 In addition to the medical certificate in clause F.4.4, the employer also has the right to require the employee to produce a medical certificate at the employer's expense from a doctor nominated by the employer.

F.4.6 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 Bereavement leave will be granted for reasons specified in the Holidays Act 2003 and its amendments.

F.5.3 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 travelling 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.5.4 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.5.5 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

F.5.6 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:

20 or more years' service: 91 days salary plus one day's salary for every two months service in excess of 25 years, up to a maximum of 131 days salary.

10 to 20 years of service: 31 days salary plus one day's salary for every two months service in excess of 10 years, up to a maximum of 91 days salary.

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. If the employee does not specify their preference, the default option will be to pay a retirement allowance.

F.7.5 The employer will pay an employee who has retired within the preceding 12 months any salary increase that is backdated to any period of annual or long service leave taken after cessation of duties. The increase will be paid upon written application from the employee.

F.8 Jury Service

Where an employee is called for jury service, the employer will, 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 Domestic Violence Leave

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

To support the employee the employer will support the employee with any reasonable requests to ensure safety and avoidance of harassment.

The above provisions are inclusive of any entitlement under the Domestic Violence – Victims' Protection Act 2018.

F.10.2 Staff who support a person affected by domestic violence may be granted special leave to accompany the affected 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 employer and the employee agree that they 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 employee has a duty to take all practical steps to protect themselves, other 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 will be provided for employees required to work more than 3 metres from the ground, floor or verandah. The employer will 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 will 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 will provide clothing or equipment appropriate for the protection of the employee from that hazard.

G.1.10 The employer will 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 will be used as directed.

G.1.12 The employer will 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 No cleaner/housekeeper shall be required to undertake the cleaning of toilets when they are in use.

G.1.14 An employee employed in cleaning toilets or who needs protection to their hands for medical reasons will be supplied with rubber gloves.

G.1.15 All electric polishing and scrubbing machines and vacuum cleaners with their leads will be checked by a registered electrician or a registered electrical appliance serviceperson at intervals not exceeding six months.

G.1.16 Transformers or Residual Current Devices (RCDs) will be supplied at all times where an employee is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet shampooing and spray buffing.

G.1.17 Overalls will be made available specifically where these are required for employees to attend to the operation of boilers.

G.2 Payment of Wages

G.2.1 Wages will be paid fortnightly by direct credit to a bank account.

G.2.2 No unauthorised deduction will be made from the weekly wages prescribed in this contract except for time lost through the employee's own default, sickness, or accident.

G.2.3 All employees will 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

Logistics Assistants only

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 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 he/she 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.

Caretakers, Cleaners, Housekeepers only

G.4.8 Where the employer proposes a restructuring of its business (within the definition of restructuring set out in section 69B of the Employment Relations Act 2000) Part 6A subpart 1 of the Act shall apply.

G.4.9 Where an employee's employment is being terminated by the employer by reason only of restructuring (as defined in section 69B of the Act), and the employee elects not to transfer to the new employer, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee.

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

16 September 2026

Appendix A

The University of Waikato – Te Whare Wānanga o Waikato

Procedure for Resolving Employment Relationship Problems and Personal Grievances

The Employment Relations Act 2000 requires that all collective and individual employment agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University and the staff unions have agreed on the following procedure and wish to draw it to the attention of all existing staff.

1. Employment relationship problems include:
   - a **personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
   - a **dispute** (about the interpretation, application or operation of an employment agreement).
   - **any other problem** relating to or arising out of your employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.

2. If you believe there is a problem with your employment relationship with the University, you should tell your line manager, either personally or through your union or other representative, as soon as possible that:

   - there is a problem; and
   - the nature of the problem; and
   - what you want done about the problem.

3. If for any reason you feel unable to raise the matter with your line manager, other suggested contacts are Pro Vice-Chancellors, Deputy Vice-Chancellors or equivalent, Heads of Schools, Directors or equivalent; or the Director of Human Resources and Employment Relations.

4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. There is an exception for cases of personal grievances related to sexual harassment, for which the employee has a 12-month window to raise a grievance. A written submission is preferable but not necessary.

5. You have the right to seek the support and assistance of your union or representative or information from the Employment Mediation Services within the Ministry of Business, Innovation and Employment (MBIE) at any time.

6. We will try to resolve the matter through discussion with you and/or your union or representative.

7. If the problem cannot be resolved through discussion, then either you or the University can request assistance from MBIE which may provide mediation services.

8. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

9. In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the University to the Employment Court.



Rose Macfarlane
Director, People and Capability

17 October 2024