

Individual Employment Agreement (Secondary and Area School Groundstaff)

BETWEEN

the School Board of

[name of school]

("the Employer")

[school number]

AND

(the "Employee" or "You")

The Employer appoints continues the employment of the Employee [tick one]

as a Grounds Labourer Assistant Groundskeeper Groundskeeper

Senior Groundskeeper [tick the one that applies] working at

[place of work]

Job Description

The work you are to perform is set out in the existing attached [tick one and note that
"existing" is not an option for a new employee] position description.

Days and Hours of Work

Your days and hours of work will normally be

Pay

Your weekly hourly [tick one] rate shall commence under this agreement at

\$

Note that minimum wage increases on 1 April each year. The pay rates of any employees on minimum wage will automatically be increased accordingly.

Please note that the new pay rates will not be processed by Education Payroll until April 2023 so will be backdated to either the effective date, if signed on or before 6 April or the date of signing, if signed after 6 April. Until then you will receive the rate in the expired Secondary and Area School Groundstaff Collective Agreement 2019-2022.

Other Terms and Conditions of Employment

Your terms and conditions under this agreement are those terms and conditions of the expired Secondary and Area School Groundstaff Collective Agreement 2019-2022, with the following modifications:

- from 16 January 2023 (or the date the IEA is signed if this is later than 6 April 2023), the minimum rate of pay for all categories of groundstaff is \$23.70 per hour (*Note for current employees, this means that if this IEA is signed by both parties between 16 January 2023 and 6 April 2023 inclusive, if \$23.70 is higher than your existing rate then your pay increase will be backdated to 16 January 2023*).
- from 1 December 2023, the minimum rate of pay for all categories of groundstaff increases to \$24.66 per hour.
- The following days shall be observed as public holidays and paid in accordance with the provisions set out below: New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Matariki, Anniversary Day (as observed in the locality concerned), the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- Should any of the public holidays mentioned in 5.1.2 above fall on a Saturday or a Sunday, such holiday shall be observed on the following Monday or Tuesday as provided for under Section 45 and 45A of the Holidays Act 2003.
- You are entitled to 10 days sick leave for each year of service.
- Where you must stay home to attend to a member of the household who through illness becomes dependent on you, leave on full pay may be granted as a charge against your sick leave entitlement. This person will in most cases be your child, parent or partner but may be another member of your family or household.
- **Additional payment**
 - A one-off gross lump sum of \$500 will be paid to all full-time employees who are employed as at 1 December 2023.
 - The payment will be pro-rated for:
 - i. part-time employees based on their full-time equivalent (FTE) as at 1 December 2023.
 - ii. Casual employees who have worked a minimum of 8 hours over the period 1 July to 30 November 2023, based on the of the total number of hours worked in proportion to 1.0 FTE during that period. Casual employees who worked less than 8 hours during that period are not entitled to the payment.

Employees on approved unpaid leave under Part 5 of this agreement on 1 December 2023 are entitled to receive the one-off gross payment of \$500 when they resume working, providing that they return on or before the end of Term 2, 2024 or before the end of 13 November 2024 for those on parental leave. The payment will be based on the calculation for the position that would have been applicable on 1 December 2023 had they not been on approved leave.

- **Disregarded sick leave**
 - from the date the IEA is signed, disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:
 - a. complying with a written request or direction from a Medical Officer of Health to refrain from attending school for a specified period, or
 - b. is otherwise prevented from attending work by a relevant Public Health Order.

- the employee shall produce:
 - a. a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
 - b. evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.
- the maximum number of days of sick leave that can be disregarded is the lesser of:
 - a. the period specified by the Medical Officer of Health or the relevant Public Health Order; or
 - b. the number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.

A copy of that expired collective agreement is available here www.education.govt.nz.

The terms and conditions of employment set out in this agreement replace any previous arrangements and understandings.

You acknowledge you have had a reasonable opportunity to seek independent advice.

SIGNED by (Employee) on [date]

SIGNED for and on behalf of the above [date]
named Employer by

[print name] and [position]

REMINDER FOR SCHOOL BOARDS (NB: this reminder does not form part of the IEA)

INDIVIDUAL EMPLOYMENT AGREEMENT Secondary and Area Groundstaff

New employees – where a collective agreement is not in force

- Before agreeing to the individual employment agreement and before the employee commences work, the employee must be advised that they are entitled to seek independent advice about the agreement offered. They must also be advised that they can obtain information about their entitlements under the Holidays Act 2003 from their union (if they are a member) and from the Ministry of Business, Innovation and Employment. Information about the Holidays Act and other minimum entitlements can also be found at www.employment.govt.nz.
- The employer must give the employee:
 - a copy of the individual employment agreement being offered, and
 - a reasonable opportunity to seek independent advice. The employer must also consider any issues that the employee raises and respond to them.
- If the parties wish to vary the promulgated individual employment agreement they will require prior concurrence from the Ministry.