Multi Union Collective Agreement

BETWEEN

RADIUS RESIDENTIAL CARE LIMITED, RADIUS KARORI CARE LIMITED

AND

E tū INCORPORATED, Tōpūtanga Tapuhi Kaitiaki o Aotearoa New Zealand Nurses Organisation

1 September 2026 – 31 August 2027

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This Agreement is made pursuant to the Employment Relations Act 2000 and subsequent amendments.

SECTION 1 : AGREEMENT FORMALITIES

1. PARTIES

The parties to this Collective Agreement are:

Radius Residential Care Limited ("the Employer")
Radius Karori Care Limited ("the Employer")

AND

New Zealand Nurses Organisation (representing its members)
E tū INCORPORATED (representing its members)

2. COVERAGE

This Agreement covers all members of the New Zealand Nurses Organisation and all members of the E tū, who are employed in the occupational classifications detailed below by Radius Residential Care Limited at the facilities detailed below:

Occupational Classifications

Registered Nurse
Senior Registered Nurse
Enrolled Nurse
Health Care Assistant
Cleaner
Kitchen Assistant
Laundry Assistant
Cook
Activities Coordinator
Diversional Therapist
Property and Maintenance Person
Home Assistant

Facilities

Althorp, Baycare, Clare House, Elloughton Gardens, Fulton Care Centre, Glaisdale, Hampton Court, Heatherlea Care Centre, Kensington, Lexham Park, Rimu Park , Peppertree, Potter Home, Matamata, Matua, Millstream, St Allisa, St Helena's, St Joan's, Hawthorne, Taupaki Gables, Thornleigh Park, Waipuna, Windsor Court and Karori Care.

3. TREATY OF WAITANGI

The employer affirms Te Tiriti o Waitangi/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.
The employer's Tiriti obligations to Māori employees will mean that, as part of the definition of a good employer, the employer will provide a culturally safe working environment that supports and does not invalidate cultural beliefs, aspirations, and practices of its employees, particularly Māori; and the aims and aspirations of Māori; and the employment requirements of Māori; and the need for greater involvement of Māori as employees of the employer.

After five, years continuous service with Radius Care Māori staff shall be entitled to up to 3 months leave without pay for purposes of connecting with or contributing to their iwi and/or te reo Māori. Employment shall be considered continuous, and leave shall be approved subject to there being no unreasonable interference with service delivery.

Where the employer relies on the cultural skills of an employee when these are applied outside the scope of their role/employment, the employer and employee shall agree appropriate remuneration.

4. TERM OF THE AGREEMENT

The term of this Agreement shall come into effect on the 1st September 2026 and expire on the 31st of August 2027.

5. NEW EMPLOYEES

At the time an employee enters into employment and their work falls within the coverage clause of this collective agreement, the employer shall inform the employee-

- New employees will be provided with a copy of the collective agreement and information about union membership, including how to contact the union. Employees may choose whether or not to join the union. Where an employee joins the union, they will be bound by the collective agreement.
- All new employees shall be introduced to the Union delegates as part of their induction to the organisation. The delegate shall be provided with reasonable time to introduce themselves to the employee and provide the employee with relevant information.

6. POSITIONS

The employees covered by this Agreement will have job descriptions and each employee will perform such duties as required by the Employer. The job descriptions may be changed from time to time. Employees will be consulted prior to any significant change.

Classification of Employees:

Registered Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Senior Registered Nurse means a Registered Nurse appointed to a designated senior role by Radius Care, recognised for specialised knowledge or a leadership role in training, advising, or

supporting other nursing staff. Senior Nurses typically bring expertise in specific clinical areas, such as psychogeriatric nursing, and are frequently consulted by other staff.

Enrolled Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Health Care Assistant means a person who is designated as such and who is employed as an assistant to nursing staff providing client care and general duties.

Cleaner/Laundry Assistant means a person who is designated as such and who is employed on general cleaning and domestic duties, laundry, kitchen and serving duties and other supportive duties.

Diversional Therapist means a person who is wholly or substantially engaged in co-ordinating therapeutic activity programmes, who has undertaken the Diversional Therapists' training course and holds a qualification as a Diversional Therapist.

Activities Coordinator means a person engaged to plan, organise, document and provide an activities programme for residents and day care clients, and to undertake other related duties which may include assisting with care of residents, and transporting residents and day care clients.

Cook means a person engaged in cooking and in the supervision of the work of the kitchen.

Senior Cook means a cook who has overall responsibility for the management of the kitchen.

Kitchen Assistant means a person who is wholly or substantially engaged in the preparation of cooking of meals and kitchen duties.

Property and Maintenance Person Employee means a person engaged to undertake general maintenance in the facility

Home Assistant means a person who carries out some housekeeping and HCA domestic duties to provide support to the facility (e.g. delivery meals to residents, making beds) but does not undertake personal cares.

7. DEFINITIONS

(a) **"Full-time employee"** means any employee rostered regularly for 60 hours or more per fortnight in a permanent position on a permanent roster.

(b) **"Permanent part-time employee"** means any employee rostered regularly for less than 60 hours per fortnight.

(c) **"Casual employee"** means any employee who is not regarded as permanent and is not rostered but only employed on an "as required" basis to meet the operational needs of the business. There shall be no obligation on the part of the casual employee to accept employment when it is offered. There shall be no obligation on the employer to offer further periods of employment to the employee.

(d) **"Fixed term employee"** means any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both the employer and the employee and who otherwise receives all of the wages, allowances and conditions in this agreement.

(e) **"Fortnight"** means Monday to Sunday fortnight.

(f) **"Relevant Daily Pay"** Relevant daily pay, for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the employee would have received had the employee worked on the day concerned. The employer may use an employee's average daily pay for the purpose of calculating payment if it is not practicable to determine the employee's relevant daily pay based upon what the employee would have received had they worked that day.

SECTION 2 : HOURS OF WORK AND REMUNERATION

8. HOURS OF WORK

a) Every new employee will receive a copy of the Multi Union Collective Agreement and a letter of offer prior to the commencement of their employment.

b) The ordinary hours of work in any one day shall not exceed eight, unless mutually agreed between the Employer and the employee.

c) Hours of work agreed between the employer and employee in compliance with the Employment Relations Act S67C are set out in a separate individual agreement to this MUCA and known as Schedule 1.

d) The ordinary hours of work shall not exceed 80 in each fortnight unless by mutual agreement. An employee shall be entitled to four days off in any one fortnightly work period, with at least two of these days being consecutive days off. The Employer will make every endeavour to allow a second set of two consecutive days off.

e) A nine-hour break between shifts will be allowed unless otherwise mutually agreed between the Employer and the employee.

f) An allowance of $10 will be paid if an employee is required to work without a nine-hour break between shifts, or is required to work a double shift. This allowance applies to the following sites only:- Potter Home, Rimu Park

g) The employer will endeavour to accommodate the wishes of the employee within the restraints imposed by the business needs of the Employer and the need for fairness between team members particularly the distribution of weekend work and shifts. An employee maybe requested to work outside their rostered hours and shall do so by mutual agreement.

h) Rosters will be available two weeks prior to the start date and shall only be altered by the manager or designate, to suit the needs of the business and the employee. The employer will undertake to make every effort to try and ensure that seven days' notice of any change to a roster is given.

i) Any swapping of duties between staff shall require the prior approval of the Employer.

j) Unless mutually agreed between the Employer and the employee, there will be no more than one shift change per week.

k) The Employer may, from time to time and through a process of consultation, vary the actual hours of work, depending on the occupancy level of the facility. This will be

done in line with Radius Residential Care Limited's Acuity and Staff Ratio's Policy and Procedure.

a. The process of consultation shall involve the Employer meeting with the relevant union representatives (officials) to discuss the structure, functioning and timeframes of this process.

l) With the agreement of both parties, extended shifts may be offered; however, employees will not be required to work more than 14 hours in any one 24 hour period.

m) When only one registered nurse is on duty, and no relief is available for the meal break, the registered nurse shall be paid for the meal break at ordinary rates.

n) Where an employee's meal break is interrupted and they are required to attend to a residents needs, their break shall be resumed. If their meal break cannot be resumed, they will be paid for the 30-minute meal break (this clause shall have effect from the date this collective agreement is signed by all parties).

9. MEAL BREAKS AND REFRESHMENT BREAKS

The employer shall make available tea, coffee, milo, sugar, milk, hot water and tea-making facilities. The employee shall be entitled to:

Length of employee's work period	Minimum number of rest and/or meal breaks employees are to be provided.
2.00- 4.00 hours	1 x 10 minute paid rest break
4.01- 6.00 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break
6.01- 10.00 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x10 minute paid restbreak
10.01- 12 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break 1 x10 minute paidrestbreak

If business requirements mean it is not practicable for the employee to take their breaks at the above times or to do so would inconvenience a resident or disrupt the smooth conduct of our business, then in these circumstances the employee will take their break at the next available opportunity.

It is the employee's responsibility to manage their workload to take their breaks. Employees will take their breaks as set out above unless they are expressly authorised not to. An employee unable to take their breaks as required must notify the employer immediately.

10. WAGES

a. The ordinary hourly rate shall be set out in the employee's additional terms and conditions. Wages shall be paid by direct credit to a bank account standing in the name of the employee. Payment will be a on a fortnightly basis.

b. Employees will be provided with a wage slip detailing the calculations of their earnings and deductions. Wages slips will also state employees' annual leave

entitlement. For those sites that currently also show sick leave balances, this practice will continue.

c. The Employer may make deductions from the Employee's pay and with the employees consent, in accordance with the Wages Protection Act. Such deductions will occur in instances of overpayment, debt owed or unreturned or damaged property. The Employee is responsible for immediately notifying management if they are aware of overpayment. The Employer shall also be entitled to make a rateable deduction for time lost through the employees own default, sickness and accident, or at the employees own request.

d. The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment items in their possession supplied by the Employer.

11. OVERTIME

Overtime will be paid at rate one and a quarter, for all hours worked in excess of 85 hours per fortnight. Overtime is not payable where employee requests overtime or agrees to work extra hours in advance.

12. KIWISAVER

Upon commencement of employment employees will automatically be enrolled into KiwiSaver.

The Employer will comply with all its legal obligations in relation to KiwiSaver.

SECTION 3 : TERMS OF EMPLOYMENT

13. EMPLOYEE OBLIGATIONS

a. Any offer of employment is based on information provided by the employee in their employment application form, resume and formal job interview(s). If any false or misleading information was given or any material facts suppressed, the employee may be dismissed for serious misconduct.

b. The prospective employee has disclosed to the Employer any injuries and/or illnesses previously suffered, or is suffering from, that may affect any employee's ability to effectively carry out the duties for which they have been employed.

c. The duties to be undertaken include those set out by the Employer and detailed in the job description. It is expected that employees shall carry out their duties well, faithfully and diligently, providing the employer the full benefit of the employee's experience and knowledge within their role.

d. The employee may be required from time to time to perform any other duties within his/her capabilities in addition to those originally specified in the job description, should the need for this arise. Should this occur at the request of the employer and should the other duties attract a lower pay rate, the employee's higher rate will be maintained. Should the other duties attract a higher rate of pay, then the employee will receive the higher rate for the duration of those duties.

e. The employee has a duty at all times to protect the assets of the employer.

f. Employees shall use their best endeavours to promote, develop and extend the Employer's business interests and reputation.

g. Employees must not engage in any paid or unpaid employment, which might adversely affect the performance of the duties of their position with the Employer, without the written permission of the Employer.

h. The employees agree that on occasion they may be required to work at any other Radius facility located within the district where the employees are domiciled within a ten kilometre radius of their usual site. In the first instance, agreement to work in other facilities will be sought from the affected employees. The employer will reimburse, at the IRD rate, the kilometre difference from the employees' normal place of work to the employees' homes.

i. It is the responsibility of all employees to read and adhere to all the company's policies and procedures. The Employer will ensure that employees are made aware of, and provided with access to, all company policies and procedures.

14. ANNUAL PERFORMANCE REVIEW

The employer will endeavour to conduct a 12-monthly review of the employee's position, duties and performance.

15. CONFIDENTIALITY AND NON-DISCLOSURE

a. As part of normal duties the employees will obtain or have access to confidential information concerning the employer and residents. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer as provided within the terms of the employee's delegated authority.

b. Upon termination of this agreement, the employee shall not in any circumstances whatsoever either directly or indirectly, use any confidential information belonging to the employer for any purpose whatsoever.

c. Upon termination of employment, the employee shall deliver up any records or documents (however stored) obtained during employment, to the employer.

16. ORIENTATION/BUDDYING

Time spent orientating/buddying at the start of employment will be paid at the minimum hourly rate for the appropriate occupational group. This would be up to a maximum of three days. An employee while orientating would normally not be required to work in a solo capacity, or, carry out any duties in a solo position. Should this not be the case, normal hourly rate will be paid.

17. TRAINING AND DEVELOPMENT

a. The Employer shall use its best endeavours to schedule mandatory training during an employee's paid working hours. Where mandatory training is provided outside

an employee's rostered hours, the employee shall be paid for all time spent attending and participating in the training.

b. The employer will give consideration to requests from employees to attend relevant training and development, with or without pay.

c. The Employer will facilitate attendance at compulsory and other training [as required]

d. The employer must take all reasonably practicable steps to ensure that a care and support worker is able to attain—

(a) a level 2 qualification within the first 12 months of the worker's continuous employment with the employer; and
(b) a level 3 qualification within the first 24 months of the worker's continuous employment with the employer; and
(c) a level 4 qualification within the first 36 months of the worker's continuous employment with the employer

Note: for employees who have reached the maximum time periods on or within 12 months of July 2017 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the unions.

18. UNIFORMS

a. Any uniforms, including name badges, supplied by the employer must be worn at all times whilst on duty, in their entirety. Unless there is a site specific uniform provision in existence, staff will be provided with:-

- 1 upper and lower garment for staff working one or two shifts per week.
- 2 upper and lower garments for staff working 3 shifts or more per week.
- Lower garments will be provided on the same basis as the upper garments.
- Additional garments may be provided at the discretion of the Facility Manager.

b. The employee shall keep their uniform in a clean and well-presented condition.

c. Upon termination, the employee must return the complete uniform in a clean and presentable condition, prior to receiving final pay. Failure to return the uniform(s) in a reasonable condition will result in a deduction being made from the final pay to cover the cost of repair or replacement of said uniform.

19. VACCINATIONS

The Employer will pay for annual influenza vaccinations and encourages employees to receive them. Where the New Zealand Ministry of Health reasonably requires vaccination in response to an infectious disease risk or other public health requirement, employees must comply with that requirement unless they have a verified medical exemption supported by satisfactory medical evidence.'

Staff at the following sites will also receive vaccinations for Hepatitis as per current practice – Potter Home, Rimu Park

20. REIMBURSMENT OF PRACTISING CERTIFICATES

The Employer will reimburse the cost of annual practising certificates for Enrolled Nurses, Registered Nurses and Diversional Therapists who hold the role of Diversional Therapist.

21. CLEANER, HCA AND ACTIVITY CO-ORDINATOR QUALIFICATION

The employer shall make a one off contribution of up to a maximum of $110 (inclusive GST) towards either Level 3 NZHWB or Level 4 NZHWB on receipt of an invoice from a Radius Care recognised provider.

The employer shall make a one off contribution of up to a maximum of $110 (inclusive GST) towards either Level 2 or Level 3 cleaning qualification on receipt of an invoice from Careerforce or a Radius Care recognised provider.

22. HEALTH AND SAFETY

a) The parties to this agreement are committed to the observance of safe working practices and to the good health of all employees, in accordance with the Health and Safety Health and Safety at Work Act 2015. Employees are expected to promptly report any actual or potential hazards and unsafe practices to the hospital management who shall act to remedy the problem. Employees are expected to be mindful of their own health and safety and to discuss any concerns they may have with management.

b) Under no circumstances must employees come to work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. No alcohol or non-prescribed drugs are to be brought on to the premises of the employer.

c) Under the Smoke-free Environments Act, all internal areas are totally smoke-free. All staff must comply with these regulations. Staff may only smoke in the designated, outside areas.

d) The employer is committed to employee participation and will facilitate the establishment and running of a Health and Safety Committee at each site.

e) During the term of this agreement the parties undertake to review current Health & Safety policies and procedures documents including participation arrangements for employees and union representatives.

f) In the first instance union officials and representatives of the employer shall meet and carry out an initial assessment and develop any future engagement arrangements.

g) The employer shall provide such protective clothing and equipment, including wet weather gear, necessary for the safe operation of each job in the workplace and when escorting residents off site. Where the Employer is required to provide protective footwear for an Employee, the Employer will meet the full cost of providing the footwear, including the reasonable cost of replacement where required due to fair wear and tear.'

SECTION 4 : HOLIDAYS AND LEAVE

23. ANNUAL HOLIDAYS

a. After one year of current continuous service with the employer, the employee shall be entitled to four weeks' annual holiday per year in accordance with the provisions of the Holidays Act 2003 and its amendments.

b. Holidays should be taken before the next anniversary date of the start of the employment of the employee at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the employee will be given at least 14 days' notice of the need and time to take holidays.

c. In the event that an employee makes an application to take annual leave the employer shall respond to that application within seven days.

24. SICK LEAVE

a) Sick leave shall be provided in accordance with the Holidays Act 2003 and its amendments and paid at relevant daily pay.

b) Employees covered by this agreement are entitled to a total of ten days' paid sick leave in each year 12 month period.

i. A new employee will be entitled to six days paid sick leave from the date their employment commences

ii. If (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.

c) Sick leave may accumulate to a maximum of 40 days.

d) Paid sick leave can be taken if:

i. the employee is sick or injured; or
ii. the employee's spouse is sick or injured; or
iii. a person who depends on the employee is sick or injured.

e) A medical certificate may be required if the sickness or injury leave is for a period of three or more consecutive calendar days, whether these days are working days or not.

f) The employee must notify the employer of their intention to take sick leave as early as possible prior to the start of the work period or if that is not practicable as early as possible after that time.

g) Additional sick leave may be granted at the discretion of the employer and the employer shall, among other things consider length of service, attendance record and any other extenuating circumstances.

h) For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by up to 20% of base salary and this shall be debited against the employee's untaken Sick Leave to the extent entitlement exists

25. BEREAVEMENT LEAVE / TANGIHANGA LEAVE

a. Bereavement leave shall be granted in accordance with the Holidays Act 2003 and its amendments and paid at relevant daily pay.

b. The employee is entitled to paid bereavement leave when:

(i) the employee has completed six months' current continuous employment with the employer; or

(ii) If (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.

c. The employee may take three days' paid bereavement leave on the death of the employee's:

- Spouse, parent, child, brother or sister,
- Grandparent, grandchild, spouse's parent.
- Or on the end of the employee's, or another person's, pregnancy by way of miscarriage or still-birth, where: The employee is the person's spouse or partner. The employee is the biological parent and the person's former spouse or partner; or the employee or their spouse or partner had undertaken to be the primary carer of a child born as a result of pregnancy.

d. In addition to the above, the employee may take one day's paid bereavement leave on the death of any other person where the employer accepts, having regard to the relevant factors listed below, that the employee has suffered a bereavement. The employee may take one days paid bereavement leave to attend a Hura kohatu/pohatu (unveiling) and one day on the death of any other person. The relevant factors include:

- The closeness of the association between the employee and the deceased person
- Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death.
- Any cultural responsibilities of the employee in relation to the death.

e. The employee may take one days paid bereavement leave to attend a Hura kohatu/pohatu (unveiling).

f. If a bereavement occurs while an employee is absent on annual leave, paid sick leave, or other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of this Bereavement Leave clause

g. Additional bereavement leave to that provided above may be granted at the discretion of the employer having regard to among other things, length of service, exceptional travel and relationship to the deceased.

h. The employer agrees that on application it may be appropriate to grant leave without pay to accommodate various special bereavement needs not recognised in Bereavement Leave clauses above'

i. In granting time off and deciding on the length of time allowed, the employer will administer these provisions in a compassionate and culturally sensitive manner.

26. DOMESTIC VIOLENCE

The Domestic Violence Victims Protection Act applies to employees who are affected by domestic violence. Domestic Violence is, violence against a person by any other person with whom that person is, or has been, in a domestic relationship. It includes physical, sexual, financial, verbal or emotional abuse.

Employees are entitled to up to 10 days paid leave a year, among other things, in specific circumstances to assist the employee to deal with the effects of domestic violence. The employer shall consider any request of the employee to amend for a period, hours of work, days of work and any other request with the objective of assisting the employee to deal with domestic violence and its consequences.

Proof of the domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, a counselling professional or a lawyer.

The employer must responds to an employee request as soon as possible and no later than seven days after receiving it

27. PUBLIC HOLIDAYS

a. The employer and the employee agree that the following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee.

   It is agreed that such holidays shall be observed on the day on which they actually fall.

   - New Year's Day [1 January], 2 January
   - Waitangi Day [6 February]
   - Good Friday, Easter Monday
   - ANZAC Day [25 April]
   - The birthday of the reigning Sovereign [first Monday in June]
   - Matariki
   - Labour Day [fourth Monday in October]

- Christmas Day [25 December]
- Boxing Day [26 December]
- Anniversary Day of the Province

Where Waitangi Day or ANZAC Day fall on a Saturday or Sunday, and that day:

- Would otherwise be a working day for the employee, the public holiday will be observed on that day.
- Would not otherwise be a working day for the employee, the public holiday will be observed on the following Monday.

b. Where the employee is not required to work on any of the days specified in subclause (a) above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.

c. Where the employee is required to work on any of the days specified in subclause (a), above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at half rates extra, except for New Year's Day, Good Friday, Easter Monday and Christmas Day where ordinary rates in addition apply.

The employees shall also be allowed a whole paid day off in lieu to be taken at a time mutually agreed between the employer and the employee. If the alternative day is not taken within 12 months the employee may request the employer to exchange the employee's entitlement to an alternative holiday for a payment which shall be calculated at the rate of relevant daily pay as defined in clause 5 of this collective agreement.

d. Where the employee works on any of the days specified in subclause (a) above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay, except for New Year's Day, Good Friday, Easter Monday and Christmas Day where ordinary rates in addition apply. No lieu day is due pursuant to this subclause.

e. If the employee is sick or suffers a bereavement on a Public Holiday on which the employee was scheduled to work, that day is to be treated as an unworked Public Holiday, rather than as sick or bereavement leave.

28. LONG SERVICE LEAVE

Upon completion of ten (10) years current continuous service with Radius Residential Care Limited, employees will become entitled to 1 additional week of leave.

The entitlement to one additional week of leave will arise on the completion of ten years current continuous service, and on the completion of each ten year period of current continuous service thereafter, on a “one-off” basis.

29. PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

SECTION 5: DISCIPLINARY AND PROBLEM RESOLUTION PROCEDURES

30. REPRESENTATION AT DISCIPLINARY MEETINGS

The Unions agree to use best endeavours to ensure a union representative will be made available to attend a disciplinary meeting within 5 working days.

31. NOTICE OF TERMINATION

a. Registered Nurses

Employment may be terminated by either the employee or the employer, giving four weeks’ notice (unless a lesser period of time is agreed upon by both parties), with full benefits being paid up to the date of termination.

b. All other occupational classifications

Employment may be terminated by either the employee or the employer, giving two weeks’ notice (unless a lesser period of time is agreed upon by both parties) with full benefits being paid up to the date of termination.

However, in instances of serious misconduct, the employer may terminate the employee’s employment without notice (subject to the provisions of the employer’s disciplinary code, where applicable).

32. ABANDONMENT OF EMPLOYMENT

Where the employee is absent from work for a continuous period exceeding two (2) working days without the consent of the employer or without notification to the employer, they will be considered by the employer as having terminated their employment without notice, unless there is a reasonable explanation acceptable to the employer.

33. SUSPENSION

Where an employee is suspended the employer will suspend on pay. The parties agree that they will act in good faith in attending meetings and there will be no undue delays.

34. EMPLOYEE PROBLEMS, DISPUTES AND PERSONAL GRIEVANCE PROCEDURES

In relation to any employment problem, disputes or personal grievance, which may arise during the term of this agreement, the provisions of this clause and the Employment Relations Act 2000 shall apply.

PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES

Introduction

This procedure applies to the resolution of all employment relationship problems and personal grievance matters within our organisation. The employee is reminded that an employment relationship problem is as defined in the Employment Relations Act 2000 and in the employee's agreement.

If the employee feels that he/she has an employment relationship problem, the employer urges the employee to first raise the matter with the employer. The employer will do everything he/she can to resolve it as soon as possible after the event.

If the matter raised is a personal grievance, the employee must raise it with the employer within 90 days of the event giving rise to it (excluding sexual harassment personal grievance cases where the employee has 12 months).

Procedure

Step 1

The employee must first speak with the manager or supervisor. If for any reason the employee does not wish to raise it with his/her manager, the employer should speak to another manager, or someone else who can deal with it, so the employer can deal with the employee's concern early. The employee is entitled to speak to his/her Union representative and have a support person with him/her.

Step 2

If the employee prefers to raise the matter with the employer in writing, or if any matter the employee has raised under Step 1 has not been resolved, the employee should write a letter regarding his/her problem or grievance, setting out:

a. details of the employee's problem or grievance, and
b. what solution the employee seeks to resolve the matter.

Step 3

Upon receipt of the employee's advice in writing under Step 2 the employer will respond in writing setting out the employer's version of the facts within 14 days.

Step 4

The employer and employee will then meet (within seven days of the employer's written reply in Step 3), to discuss and attempt to resolve the matter. The employee is advised to bring a representative with him/her.

Step 5

If the problem or grievance cannot be resolved at the Step 4 meeting, and the employee wishes to pursue the matter further, then the employee may do so by seeking the services

of the Mediation Service of the Ministry of Business Innovation and Employment or with any alternative mediation provider as may be agreed.

35. PROTECTION FROM DISADVANTAGE

a. Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business, the employer shall consult with the union parties to this agreement and those directly affected employee(s) prior to any contract being signed by the employer.

b. The employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred, shall require the contractor or purchaser acquiring the business or the part being contracted out, sold or transferred to:

   i. offer the directly affected employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept; and

   ii. agree to treat service with the employer as if it were service with the contractor or purchaser and as if it were continuous; and

   iii. offer conditions of employment to the employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.

c. Where the employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall not be entitled to any of the redundancy provisions set out in clause 4 of this agreement.

d. If, after all reasonable steps have been taken, the employer fails to secure such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall be declared surplus to the requirements of the employer and the redundancy provisions set out in clause 35 of this agreement shall apply.

36. CHANGE MANAGEMENT

Where the employer is proposing to make a decision that will, or is likely to, adversely affect the ongoing employment of any employee, or to make significant changes to the structure, staffing, or work practices affecting employees (including material changes to agreed rosters), the employer will communicate the proposal to all affected employees and their union(s), and commence consultation as soon as reasonably practicable

37. EMPLOYEE PROTECTION – VULNERABLE EMPLOYEES (Part 6A of the Employment Relations Act)

This clause applies to cleaning and food catering employees in any place of work, caretaking and laundry employees in the education sector and orderly and laundry employees in the health sector and the age-related residential care sector. Where the work of any employee bound by this agreement is affected by restructuring, the employer shall consult with the union.

a. If there is a restructuring employees affected by the restructuring shall have the right to elect to transfer to the employment of the new employer on the same terms and conditions of employment, including any service based entitlements.

b. The employment of the employee, who has elected to transfer to the new employer, shall also be treated as continuous, including for the purpose of service related entitlements.

c. Such employees shall also be provided with a reasonable opportunity to make an election to transfer to the new employer or not, before the employers' business is restructured and must also be provided with the date by which the election must be made.

d. Alternative arrangements, such as transferring to another site of the current employer, may be bargained between the parties. Where employees indicate they wish to explore alternative arrangements (before deciding to transfer to the new employer), the employer must advise the union. Where such alternative arrangements are agreed they must be recorded in writing.

e. Where employees covered by this agreement elect to transfer to a new employer, and the new employer is not party to this agreement, the new employer shall become party to the agreement on the date the employees transfer to the new employer, but only in relation to, and for the purpose of, that employee.

f. Employees who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to the restructuring, shall be entitled to redundancy compensation from the new employer as per clause 35 of this collective agreement.

38. REDUNDANCY

A redundant employee shall mean an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the employer's operation, or amalgamation of the employer's operation with the operation of another employer.

For employees with less than five (5) years current continuous service with Radius Residential Care Limited:

In the event of redundancy, no redundancy compensation will be payable;
However a minimum of four weeks' notice shall be given to the employee.

For employees with five (5) or more years current continuous service with Radius Residential Care Limited:

In the event of redundancy, employees will be entitled to compensation of
1 month's wages and a minimum of four weeks' notice of redundancy.

39. DISCRIMINATION AND HARASSMENT

Radius Residential Care Limited does not tolerate any discrimination or harassment of its employees. All sexual and racial harassment complaints will be handled in accordance with Radius Residential Care Limited's Staff Wellbeing at Work Policy. Attention is drawn to the provision of the Human Rights Act 1987 and the Employment Relations Act 2000, and its amendments.

SECTION 6: UNION AND AGREEMENT INFORMATION

40. VARIATIONS

Any matter in this agreement may be amended or deleted, or any new clause added, during its term by written agreement of the parties.

41. DELEGATES

a. The employer recognises that the delegates of the Unions party to this agreement are the authorised representatives of Union members and that their role as delegate includes recruitment of members, education, attendance at meetings, negotiations and consultative forums.

b. Employees shall have reasonable access to New Zealand Nurses Organisation and Etu delegates to discuss work related matters upon request.

c. All new employees shall be introduced to the Union delegates as part of their induction to the organisation. The delegates shall be provided with reasonable time to introduce themselves to the employee and provide the employee with relevant information.

42. FEE DEDUCTIONS

The employer will deduct union fees from the wages of TŌPŪTANGA TAPUHI KAITIAKI O AOTEAROA NEW ZEALAND NURSES ORGANISATION and E tū members when authorised in writing by members and shall remit such monies to the Union after each pay period. The monies will be paid by direct credit to the Union's bank account, with an identifying reference. The employer shall after each pay period forward to the Union via email an electronic schedule in a csv or excel format detailing the name of the employee, value of deduction, site and details of the period covered by the remittance.

43. PASS ON

a. A genuine bargaining process will take place between the employer and each individual employee who is not a union member; and

b. For employees commencing their employment after this agreement comes into force, no earlier than 30 days after their start date.

c. The union party agrees that this process satisfies the employer's obligation to consult with them pursuant to d.59B(6)(b) of the Employment Relations Act, provided that this process is applied to every non-union member who may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

44. ACCESS

The Union party to this agreement shall be granted access to Radius Residential Care Limited sites in accordance with the Employment Relations Act 2000.

45. STOP WORK MEETINGS

The Employer will allow every union member to attend paid union meetings to a maximum of 4 hours duration in each calendar year.

The union will give the Employer at least 14 days' notice of the date and time of any meeting to which this sub clause applies.

The union will make such arrangements with the Employer as may be necessary to ensure that the employers business is maintained during any union meeting under this clause. Work will resume as soon as possible after any meeting, but the Employer will not be obliged to pay any Employee for a period of greater than two hours in respect of any meeting.

Only union members who attended the meeting will be entitled to pay. The union will supply the Employer with a list of members who attended the meeting.

46. SAVINGS

Nothing in this agreement shall operate so as to reduce an employee's wages and conditions in excess of this agreement with the coming into force of this collective agreement.

SECTION 7: INCREASE, ALLOWANCES AND WAGE SCALES

47. 2026 - 2027 INCREASE

The rate adjustments shall have application to those employees who are union members from the dates noted in Schedule A rates.

For employees at all facilities other than the Karori facility, the salary rates and allowances set out below have increased by 2.66% with effect from 1 October 2026.

For employees at the Karori facility, salary rates will increase with effect from 1 October 2026 to align with the applicable Schedule A rates applying to employees at the other facilities. In any event, the increase to Karori salary rates will be no less than 2%.

48. WAGE SCALES AND ALLOWANCES

As per the attached Schedule A – 2026 – 2027 Radius MUCA Rates

NIGHT AND WEEKEND RATE (excluding Nurses)

Night Rate

Night rate will be paid for hours worked between 23.00 and 07.00, per night Monday to Sunday inclusive. This will be applied if someone works at least 6 hours.

Night Rate amount : $7.25 per night

Weekend Rate

An additional payment per day will be paid for Saturday and Sunday. For the purpose of night shift workers, the weekend is considered to start on Friday at 11 p.m. and finish Sunday night at 11 p.m. This will be applied if someone works at least 6 hours. Please note that only one shift per day will be applied.

Rate amount: $10.82 per shift

Progression

Progression will be dependent upon time-served**, a satisfactory performance review, (which will be assumed to be the case unless the employee is otherwise advised), and attendance at the compulsory in-service training, as detailed below:-

Fire Safety/Trial Evacuation attendance

Restraint Minimisation

Cultural Safety

Client Code of Rights

Infection Control

Health & Safety

** Based on a year's service for employees working more than 20 hours per week. For employees working between 10 and 20 hours per week, this will be eighteen months.

Where an employee is prevented from participating in a scheduled training event because of operational circumstances, the employer shall provide a further training opportunity which shall count towards progression on the module not completed, before the annual review.

A certificate of attendance shall be presented to staff, and a note kept in their personnel file and/or training record of completed in-services.

New Site Acquisitions

Should Radius Residential Care Limited purchase or acquire a new site, new employees transferring to the Company will have previous service counted with regard to the above wage scale only, (upon provision of a certificate of service or other proof of service).

Where Radius Residential Care Limited has purchased or acquired a new site, employees that transferred across to the company would have previous service counted with regard to transference on to the above wage scale only, (upon provision of a certificate of service or other proof of service).

New Starters

New starters shall be placed on Step 1 unless the manager considers their experience and qualifications warrant a higher pay rate.

49. SIGNATURES

Signed .....
(for and on behalf of New Zealand Nurses Organisation)

Date: 16 October 2026

Signed Ian Hodgetts
(for and on behalf of E tū INCORPORATED)

Date: 16 October 2026

Signed .....
(for and on behalf of Radius Residential Care Limited)

Date: 20 October 2026

Schedule A rates (all rates and allowances effective 1 October 2026)

Nurses	
Registered Nurses	
Rate 1	$45.19
Rate 2	$46.28
Rate 3	$47.37
Rate 4	$48.47
Rate 5	$49.55
Senior Registered Nurse (effective from 1 March 2026)	$50.54
Rate 1 with InterRai	$46.28
Rate 2 with InterRai	$47.37
Rate 3 with InterRai	$48.47
Rate 4 with InterRai	$49.55
Rate 5 with InterRai	$50.64
Senior Registered Nurse with InterRAI (effective from 1 March 2026)	$51.65
Registered Nurse Allowances	
Team Lead allowance (while rostered as the Team lead)	$2.18 per hour
Night shift allowance	$27.23 per day (applied if a minimum 6-hour shift is worked)
Weekend allowance	$65.33 per day (applied if a minimum 6-hour shift is worked, only one shift per day is applied)
New Grad RN	$45.19
Enrolled Nurse	
Rate 1	$36.49
Rate 2	$37.57
Rate 3	$38.66
Senior Cook & Cook	
Senior Cook	$31.39
Cook	$28.58
Kitchen Assistant	
Rate 1	$24.72
Rate 2	$26.63
Cleaner/Laundry	
Rate 1	$24.72
Rate 2	$26.63

Property and Maintenance	$28.58

Healthcare Assistant & Activities Coordinator	
No qualification, < 3 years' service	$25.46
NZHWB 2 or 3+ to 8 years service	$26.99
NZHWB 3, 8+ to 12 years service	$29.34
Level 4a; 12+ years service reached after 1 July 2017 and have not achieved a level 4 certificate (if employed on or before 1 July 2017)	$30.51
NZHWB Level 4	$31.69
Team Lead Allowance	$2.18 per hour
Diversional Therapists	
NZHWB level 4(b)	$31.69
Home Assistant	$25.46

ALLOWANCES (All roles excluding Nurses)

Night Shift Rate	$7.25 per day
Weekend Shift Rate	$10.82 per day