

From: Matt McCarten <matt@awal.co.nz>
Sent on: Friday, July 25, 2025 1:30:33 AM
To: Mike Tukaki <MikeT@muma.co.nz>
CC: Kirsty Charles <kirstylucha@gmail.com>
Subject: Initiation for bargaining documents
Attachments: 25 July Initiation for MUMA CEA.docx (48.25 KB), 25 July MUMAUnion BPA 25.docx (21.71 KB), 25 July MUMA Union Access .docx (50.28 KB), 25 July ENZ Workplace Access.docx (30.14 KB)

Kia ora Mike,

Attached are soft copies of the four documents I handed to you this morning. Our president Kirsty has signed off on the papers but is presently overseas and will be back next weekend. However I am still union secretary for another month so these documents meet the required legal compliances.

As advised, out of respect to you, I will not take any action on the matter until we liaise on Monday.

Essentially my position is that now we have initiated bargaining, union representatives may enter MUMA sites without seeking consent from MUMA, with a broad mandate to discuss claims for negotiation and to recruit support for this initiative. However I do want to engage in a respectful manner and am happy to agree to mutual conduct in this process.

Talk soon,

Workplace Advocates
Level 9, Cider House
4 Williamson Avenue, Ponsonby, 2021
PO Box 78-060, Grey Lynn 1245
09-390-7100

From: Matt McCarten <matt@iwa.org.nz>
Sent: Monday, July 28, 2025 9:08 AM
To: Mike Tukaki <MikeT@muma.co.nz>
Cc: Willie Jackson <Willie@waatea.co.nz>
Subject: Update Notification

Kia ora Mike,

Please find updated versions of the papers dated 25 July sent to you yesterday.

The new documents are:

1. Notice of Initiation for a collective agreement.
2. Proposed BPA.
3. Letter advising union workplace access.
4. ENZ extract on union access.

I have copied Willie in his capacity as Marae Chair. Whilst the marae is not a party to the union relationship with MUMA, I acknowledge his wish to seek a trespass order against the union may impact the process. I am taking legal advice in morning, so will respond later tomorrow.

Assuming the tone of the letter is a reflection of how we may conduct our relationship over the next few weeks I sought advice from the union executive today.

The executive have made the following decisions:

- Our union roles are as volunteers. My role has been nominal and I had given notice to formally step down at an upcoming meeting. The president was intending to step up to my role. However given recent events I have agreed to remain as union secretary until further notice.
- Consequently, I will have responsibility for union operations going forward and will be the union's lead conduit with MUMA. As such I have amended documents to MUMA with today's date (26 July) and signed them on behalf of the union. The starting point for the bargaining timeline moves forward from yesterday to today.
- The attached documents are now the formal union correspondence to MUMA. The documents dated yesterday can now be deleted.

If you require any clarifications please contact me.

Nga mihi,

Matt McCarten
Secretary
One Union
Level 9, Cider House
4 Williamson Avenue, Ponsonby, 2021
PO Box 78-060, Grey Lynn 1245
09-390-7100



info@oneunion.org.nz

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26 July 2025

Tania Rangiheuea
Chief Executive Officer
Manukau Urban Māori Authority (MUMA)
5 Shirley Road, Papatoetoe
Auckland 2025

Attention: Michael Tukaki, Deputy Chief Executive
Sent by email: Tania@muma.co.nz miket@muma.co.nz

AUTHORISATION TO ENTER WORKPLACES

This letter confirms that I am an authorised representative of One Union Incorporated, a registered union under the Employment Relations Act 2000.

In accordance with Sections 20 and 21 of the Employment Relations Act 2000, any authorised union representative is authorised to:

- Enter workplaces where union members or potential members are present,
- Discuss with employees any proposed bargaining for a collective agreement,
- Represent members in relation to their employment,
- Carry out lawful union activities, including recruitment and engagement.

One Union membership rule states "Membership is open to any person (employee, contractor, self-employed, unemployed, student and retired) who supports the mission and goals of our union".

We have union members employed at MUMA.

For clarity, please find attached an Employment New Zealand extract on union access to workplaces.

As such, we request your full cooperation to our representatives in accordance with their legal rights and obligations under the Act. They will carry identification and this letter of authorisation at all times.

Should you have any questions regarding this authorisation, please contact the undersigned directly.

Nga mihi,

Matt McCarten
Secretary
0295 684-422
Info@oneunion.org.nz

BARGAINING PROCESS AGREEMENT

Under the Employment Relations Act 2000

Between:

One Union Incorporated (NZBN 9429047920132) a registered union under the Employment Relations Act 2000 (“the union”)

And:

Manukau Urban Maori Authority Incorporated (NZBN 9249042761235) a registered incorporated organisation (“the employer”)

Date: 26 July 2025

1. Purpose

This Bargaining Process Agreement sets out the process that will be followed by the union and the employer (together, “the parties”) in bargaining for a proposed Collective Employment Agreement (CEA), in accordance with the good faith requirements of the Employment Relations Act 2000.

2. Scope of Bargaining

The bargaining will relate to the terms and conditions of employment for employees who fall within the proposed coverage clause of the CEA. Bargaining will include, but is not limited to, wages, hours of work, leave entitlements, training, redundancy, and dispute resolution.

3. Parties to the Bargaining

The parties to this bargaining are:

- The union: One Union Incorporated.
- The employer: Manukau Urban Maori Authority Incorporated, including any subsidiaries or business units relevant to the covered employees.

Additional parties may be included by mutual agreement.

4. Bargaining Representatives

Each party shall nominate their bargaining team. The representatives shall have the authority to negotiate on behalf of their respective parties.

- The union's representatives are:
 - Matt McCarten (Advocate)
 - Five MUMA employees (TBA)
- The employer's representatives are:
 - (TBA)

5. Pre-Bargaining Arrangements

- The union will advise employees that bargaining has been formally initiated and advise of the process going forward.
- The union will have reasonable access to all employees covered by the proposed coverage and will exercise its right to enter MUMA workplaces to engage with any employee on matters related to the union and the bargaining process.
- The employer will send a notice advising all employees that bargaining has been initiated and that they have a right to participate in the bargaining process, be covered by the CEA, and may join the union.
- The employer must not advise or do anything with the intention of inducing an employee to not be involved in bargaining, not be covered by bargaining, or not join the union.
- If this Bargaining Process Agreement is not agreed and signed within 10 days of the initiation date the parties will commence bargaining without it.

6. Bargaining Arrangements

- Claim meetings for employees shall be organised to approve claims and elect representatives for the Bargaining Team within 10 days of this initiation date.
- Bargaining meetings will be held at Waatea Marae Boardroom.
- The parties will aim to meet within 14 days of this agreement and continue meeting each Friday until agreement is reached or as otherwise mutually agreed.
- The employer will provide refreshments at bargaining sessions.

7. Good Faith Requirements

The parties agree to act in good faith as required under section 4 of the Employment Relations Act 2000. This includes:

- Providing information in a timely manner.
- Responding to proposals from the other party in reasonable time.
- Not misleading or deceiving each other.
- That union bargaining representatives who are employees will not be approached by the employer to discuss bargaining matters outside bargaining meetings.
- That the union's bargaining team members have access to employees to discuss bargaining matters, and that freedom of association is respected.
- Both parties must not undermine or do anything that is unlikely to undermine the bargaining or the bargaining representatives.
- The employer is not permitted to bargain directly or indirectly with the employees during collective bargaining unless the parties both agree.
- The union and the employer must respect the role and the authority of each other's representatives. Any negotiations must always be done by the union and the employer's representatives officially involved in the bargaining.

8. Exchange of Information

- Where a party requests information relevant to bargaining, the other party will respond promptly, consistent with the Act's good faith obligations.
- Any commercially sensitive or personal information may be provided under confidentiality to a mutually agreed independent reviewer.

9. Confidentiality

Unless otherwise agreed, whilst negotiations are underway, the parties agree that:

- Bargaining discussions will be confidential, except for reporting progress with employees, until a CEA is concluded or bargaining ceases.
- Public statements will only be made by mutual agreement, except where necessary for transparency with union members or employees.

10. Bargaining Leave

Union bargaining representatives, who are employees of the employer, will be released on paid union leave to participate in bargaining sessions, in accordance with sections 53 and 54 of the Act. We propose five representatives.

A reasonable number of paid employee meetings will be authorised on the marae to receive bargaining reports by the union.

11. Dispute Resolution

If a dispute arises during bargaining, the parties will first attempt to resolve it informally. If this is unsuccessful, they may seek private mediation or assistance from the Ministry of Business, Innovation and Employment (MBIE).

12. Ratification

Settlement of the CEA will be on recommendation of the union Bargaining Team and then ratified by union members by a majority vote at a meeting for that purpose.

13. Amendments

This agreement may be amended by written mutual agreement signed by both parties.

For the union:

Signature:
Name: Matt McCarten
Position: Advocate
Date: 26 July 2025

For the employer:

Signature:
Name:
Position:
Date:



info@oneunion.org.nz

09-390-7100

Level 9, Cider House
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26 July 2025

Tania Rangiheuea
Chief Executive Officer
Manukau Urban Maori Authority (MUMA)
5-7 Shirley Road, Papatoetoe
Auckland 2025

Attention: Michael Tukaki, Deputy Chief Executive

Sent by email: Tania@muma.co.nz, MikeT@muma.co.nz
Hand delivered 25 July 2025

Tēnā koe,

Initiation of Bargaining for a Collective Employment Agreement

We write to formally initiate collective bargaining under Part 5 of the Employment Relations Act 2000 for the purpose of negotiating a Collective Employment Agreement (CEA) between One Union Incorporated and Manukau Urban Maori Authority Incorporated (MUMA).

This request is made on behalf of our members employed by MUMA and its subsidiaries, who fall within the proposed coverage of the agreement. The proposed coverage includes all MUMA services and is not limited to employees working in the following service areas: Whānau Ora, Justice Services, MUMA Driving School, Food Bank, ACC Support, Learning Te Reo, Youth Services, Marae Services, Head Office and other services as agreed.

In accordance with the Act, we are committed to conducting these negotiations in good faith and in a manner that promotes productive employment relationships. We would appreciate the opportunity to meet and discuss the bargaining process, including setting a time and place for initial discussions, identifying representatives, and confirming the scope of coverage.

Please confirm receipt of this letter and advise your availability for an initial meeting.

Ngā mihi,

Matt McCarten
Secretary
0295 684 4422

From Employment New Zealand Website

1. Workplace access

Union representatives and employers must comply with the rules in the Employment Relations Act 2000 about accessing workplaces.

2. Process to access workplaces

A union representative wanting to come into a workplace must come at reasonable times when any employee is employed to work.

A union representative does not need to obtain consent from the employer before entering the workplace if either:

- a collective agreement is in force that covers work done by employees at that workplace; or
- a collective agreement is being bargained for that covers work done by employees at that workplace.

Where either of the above doesn't apply then the union representatives must obtain the consent of the employer or representative of the employer before entering the workplace.

The employer cannot unreasonably withhold consent for a request to enter and must respond to the request by the working day after the date of the request. Consent is treated as having been obtained if the employer does not respond to a request within 2 working days after the date of the request.

Where consent is not required, the current conditions on entry still apply. They will only be able to enter for certain purposes, during business hours and must follow health, safety and security procedures. On arrival, a union representative will need to make a reasonable attempt to find the employer or, if they are unable to, they will need to provide a written statement with the date, time and reason for their visit.

3. Conduct of union representatives in the workplace

Union officials must act in a reasonable way in the workplace. Union representatives must:

- act reasonably, having regard to normal business operations
- comply with any existing reasonable health, safety and security procedures
- notify the employer or occupier of the reason for coming in, and provide evidence of their identity and authority to represent the union. If the employer or occupier isn't there or can't be found (despite reasonable efforts), the union representative must leave a written notice saying who they are, the union they represent, date, time and purpose of entry. Evidence of identity will often be required for all visitors anyway for security and health and safety requirements.