

**28 July 2025**

**Matt McCarten**

One Union (Secretary)

[matt@iwa.org.nz](mailto:matt@iwa.org.nz)

[matt@workplaceadvocates.co.nz](mailto:matt@workplaceadvocates.co.nz); and

**Kirsty Charles**

One Union (Acting President)

[kirstylucha@gmail.com](mailto:kirstylucha@gmail.com)

Tēnā koe Matt,

**RE: Trespass Notice and Union Access - Response to 27 and 28 July 2025 Correspondence**

This letter responds to your emails dated 27 and 28 July 2025 regarding the trespass notice issued to you on date our attempted initiation of Bargaining for a Collective Employment Agreement on 25 July 2025, and your assertions relating to the Employment Relations Act 2000.

We wish to clarify the basis of our decision and address the significant issues raised in your recent correspondence.

**1. Reason for Trespass: Bad Faith Behaviour, Not Union Interference**

The trespass notice issued to you was not intended to frustrate union access or any lawful collective bargaining process. It was issued in direct response to a sustained pattern of bad faith behaviour, ethical breaches, and the use of union mechanisms to further what appears to be a personal and retaliatory agenda.

You were invited to attend MUMA on Friday 25 July as a *support person* for [REDACTED] during an internal investigatory meeting, not as a union representative. Out of courtesy and in good faith, I provided you with all relevant documents in advance that would be referenced during the meeting, and additional documentation requested by you.

I made it very clear to you at that meeting, that the only matter that I was prepared to discuss with you was the investigatory issue related to [REDACTED]. Instead, you used that meeting to present unauthorised union bargaining documents, an initiation letter, and attempted to leverage access for collective negotiations without any prior notification. When you thrust the letters into my hand, I had no prior warning regarding its contents. Your conduct was misleading, inappropriate, and breached the terms under which your attendance was permitted.

**2. Admission of Information Gathering During Employment**

In your 28th July letter, you acknowledge that kaimahi at MUMA approached you during your time as HR Manager regarding pay concerns, and that these discussions formed the basis of your current union involvement.

This is a critical point. You are now actively using information you gathered in a privileged position of trust and confidence against your former employer. Furthermore, you admit to that in your letter of 28/7/25. That conduct confirms a serious breach of professional ethics and undermines your role as a union advocate in this context.

Your behaviour raises additional concerns, including:

- Co-operating with former HR staff now in active grievance disputes against MUMA.
- Representing former employees while simultaneously positioning yourself as a union official.
- Allegations that you altered employment templates while employed at MUMA, including the removal of non-solicitation clauses.

Taken together, this presents a clear and troubling conflict of interest.

### **3. Union Access and Legal Position under the Employment Relations Act**

Under Section 20A(2)(a) of the Employment Relations Act 2000, a union may only enter a workplace without consent where a collective agreement is in force and the union is a party to that agreement. As of today:

- No collective agreement exists between MUMA and One Union.
- No bargaining process has been accepted or initiated in good faith.
- MUMA has exercised its legal right to withhold consent due to your conduct, which fails to meet the standards of ethical behaviour or good faith.

Section 4 of the Act requires mutual good faith obligations. Your recent actions have repeatedly failed to meet this standard.

### **4. Formal Written Reasons for Withholding Consent (Section 20A (3))**

In accordance with the requirements under Section 20A (3), this letter serves as formal written notice of MUMA's reasons for withholding consent to your entry:

- A sustained pattern of bad faith behaviour and unethical conduct;
- Misrepresentation of your role during your 25 July visit;
- Use of confidential information gained during employment against MUMA;
- Clear conflict of interest due to your former HR role and current association with former staff;
- Evidence of retaliatory intent under the guise of union activity.

### **5. Our Final Position**

We do not intend to continue debating these matters point by point. The record now includes your written admission that you are using historical information gathered during employment

to advocate in a manner that serves your own interests. This creates unacceptable risk for MUMA and confusion for kaimahi who may believe they are being represented in good faith when the underlying motives are otherwise.

To that end, we confirm:

- The trespass notice stands and will be enforced, as decided by the Nga Whare Waatea Marae Chair.
- MUMA will not engage further with you, or any advocacy/union activity associated with your name.
- Any attempt to contact MUMA kaimahi directly, or further attempts to enter MUMA premises, will be viewed as harassment.

## 6. Notification of Further Action

Given the serious acts of bad faith, ethical breaches, and clear conflict of interest demonstrated, MUMA is formally notifying the Employment Relations Authority of what we believe to be significant breaches of good faith and professional conduct. We are actively seeking legal advice regarding your misuse of confidential information obtained during your prior employment, the potential manipulation of internal documents, and the broader implications of your ongoing involvement.

As part of this process, we are reviewing the appropriateness of engaging with One Union at all and are considering full disengagement from One Union as a representative body for current or former kaimahi. The conduct displayed to date has fundamentally undermined the integrity of the bargaining process, and we do not have confidence that continued engagement would meet the standards of good faith required under the Employment Relations Act. Should further breaches occur, we reserve the right to pursue all legal remedies available, including civil proceedings and referral to the appropriate enforcement bodies.

We remain committed to resolving employment matters through appropriate, transparent, and lawful processes. That commitment does not extend to individuals acting outside the bounds of ethics, trust, or good faith.

Nāku noa, nā

**Mike Tukaki**



Deputy Chief Executive  
Manukau Urban Māori Authority (MUMA)