

Membership Policy

Version Control Info

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Purpose

These guidelines set out the rules, expectations, and processes for STONZ memberships.

- [Applications](#)
- [Fees](#)
- [Aged Receivables](#)
- [Refunds](#)
- [Resignations](#)
- [Communications with members](#)
- [Membership Conditions](#)
- [Associate Members](#)
- [Media Statements](#)
- [Advocacy](#) and [legal](#) support including membership representation

This policy applies to all current and new STONZ members.

Contents

Introduction.....	3
Membership Conditions	3
MISSION STATEMENT	3
VISION STATEMENT	3
VALUE STATEMENTS	3
Applications.....	3
Fees	4
Aged Receivables	4
Refunds.....	5
Delegates and Executive team members	5
Membership whilst on parental leave	5
Resignation.....	6
Communication	6
Associate Membership	7
Media statements	7
Advocacy and Support	7
▪ Information:	8
▪ Advice:	8
▪ Advocacy:	8
▪ Court or Employment Relations Authority (ERA) Representation.....	8
Support for previous members	8
Medical Council of New Zealand matters	9
Legal Support Framework.....	9
Member’s Choice to seek alternative representation.....	11
Discontinuance and Cessation of Support	11
Member vs Member Disputes	12
Conduct.....	12
Complaints in relation to industrial advice	12

Introduction

STONZ like all unions works for the collective good of its members. STONZ was started by a group of junior doctors wanting to find a different way to interact with the employer, with a focus on training and development of junior doctors. It is this collective approach that is demonstrated in the day-to-day approaches to seeking solutions for the good of the individual member as well as the membership as a whole.

Membership fees pay for the support team not only to deal with individual enquires, but to advocate and negotiate the Collective Agreement for all STONZ members. Our aim is that all members benefit from the Collective Agreement

Membership Conditions

Any person of good character may apply to STONZ to become a member. Full members must be a Resident Medical Officer working in New Zealand with an up to date and current practising certificate. RMOs must meet the criteria under section 58 of the Employment Relations Act to be eligible to join.

Final year Medical/Dental students may also join STONZ. For this group, membership is free, and no voting rights apply.

Conditions of membership include understanding and agreeing to the STONZ mission, vision and values.

MISSION STATEMENT

- Building a collaborative community where all junior doctors are given the opportunity to complete their training without boundaries or limitation.

VISION STATEMENT

- To grow our collective voice in order to drive change and provide greater benefits that support all junior doctors across New Zealand.

VALUE STATEMENTS

- We advocate inclusion so that all junior doctors have an opportunity and voice when it comes to shaping our collective agreement.
- We promote collaboration working closely with all parties with the aim to create outcomes and solutions that benefit and work for everyone.
- We put training at the heart of our collective agreement to ensure that all junior doctors have the opportunity to develop their skills without compromise or limitation.
- We strive to be progressive by looking at the long-term consequences and impact of every recommendation and decision that we make.

Applications

Applications are submitted via the 'join now' form on the STONZ website which links through to the membership database portal (Friendly Manager).

New members who apply via the website will be automatically sent a welcome message and invoice via the Friendly Manager portal. New members will be sent a link to create a login/profile which they can then use to update their details and pay their fees.

By applying, RMOs agree to become a member of STONZ, and to our use of personal information policy described below. By signing up, members agree to the terms and conditions of the STONZ collective agreement, and the vision/values and behaviours outlined in this policy and the STONZ constitution.

Fees

STONZ will invoice its members annually. Members who do not have a STONZ approved payment plan are required to pay fees in full within 2 weeks of invoice. Districts will not be notified of new members until fees have been paid.

Membership fees (GST Incl) as at 1st April 2024 are:

- | | |
|------------------------------------|-----------|
| ▪ First year House Officer | \$241.50 |
| ▪ First year Dental House Officer | \$241.50 |
| ▪ House Officer (Including Dental) | \$483.00 |
| ▪ Registrar (Including Dental) | \$483.00 |
| ▪ Associate Members | \$241.50 |
| ▪ Trainee Intern | No charge |

Note: Associate members and Trainee Interns although members, do not have the ability to vote.

Options for the payment of fees:

- Credit card via the website (merchant fees are added to the invoice and payable by the member).
- Bank transfer to STONZ bank account – details are included on the invoice.

If a member wishes to pay their fees in instalments, this needs to be notified to STONZ at commencement/renewal of membership.

If a payment plan is approved by STONZ, there are 2 options:

1. Monthly by bank transfer into STONZ bank account (as detailed on the invoice) @ a rate of 1/12th the relevant membership fee (i.e. \$40.25 or \$20.13).
2. Fortnightly by deduction from Te Whatu Ora payroll. An administration fee of \$1 per fortnight is payable in addition to the invoice amount (i.e. \$19.58 or \$10.29). When shifting hospitals, it is the member's responsibility to ensure the deduction is promptly set-up at the new hospital.

Failure to comply with an approved payment plan will require payment in full within 5 days to retain membership. No further payment plans will be approved for the member.

Payment plans will not be approved for any returning members who have had their membership cancelled due to unpaid fees.

Any membership applications for less than 6 months will need to be considered on a case-by-case basis. Some instances for which memberships of less than 6 months may be approved, are:

- Completing training and starting a SMO contract
- Training on hold and going on leave
- Visiting RMOs (e.g., international RMO on working holiday)
- No membership under 3-months in length will be approved in any circumstance

Aged Receivables

If fees are not paid within the specified time allocated, a reminder will be sent to the member indicating the membership fee is due and should be paid immediately via the methods of either bank transfer or credit card, or direct debit from their hospital.

Members who have fees more than 30 days overdue will no longer be able to receive any support or advocacy until any outstanding monies are paid in full or a direct debit set up.

Members who have fees of more than 60 days overdue will have their membership cancelled, and STONZ will update Te Whatu Ora. This may result in a change to pay and employment conditions as the member will no longer be covered by the STONZ Collective Agreement.

STONZ will make all reasonable attempts to contact members before membership is cancelled due to non-payment.

If a membership is cancelled due to non-payment, a RMO is able to sign back up to STONZ (if eligible) but any monies previously owing must be paid first before any new membership is accepted. Fees for the new membership must be paid in full, no payment plan options will be approved.

Refunds

As outlined in the introduction of this policy, membership fees pay for the support team not only to deal with individual enquires, but to advocate and negotiate the Collective Agreement for all STONZ members. All members benefit from the Collective Agreement.

If you choose to resign from STONZ, termination of STONZ membership must be put in writing and sent to STONZ Support advising of termination.

Refunds will be provided at the sole discretion of the STONZ Executive team, considering all policies held by STONZ and using the STONZ ethos.

Refunds need to be requested as part of the resignation stating the reason for the request. Refunds will not be given for any membership time that is less than 3 months.

Refunds will only be considered in exceptional circumstances; a simple change of mind about membership does not fit these criteria.

Delegates and Executive team members

Delegates and Executive committee members will receive membership at no charge for the duration of service as recognition of the time commitment supporting and working for STONZ. If a member signs up to be a delegate and has already paid their membership fee, then it will be noted, and the following membership year will not be invoiced.

Membership whilst on parental leave

We understand parental leave often brings about a change in financial situation for RMOs. STONZ have done much advocacy work to improve RMO parental leave entitlements since our inception including arrangements both pre and post leave. To support members going on parental leave, there are a couple of membership options to consider.

Option 1: You can continue with your full membership and continue to access support and advice as needed. This may be an option if you are planning on continuing with training during your leave and anticipate issues with reimbursement etc.

If this is your preferred option, please still let us know your leave dates so we can make a note of this in our database.

Option 2: You can apply to have your membership put on-hold for the period between when your parental leave top-ups cease and the date you return to work (rounded to full months), and we will automatically reactivate full membership on your planned return date (unless you advise us in advance of a change of plans). The time that your membership is on hold, will be credited against your next year's membership.

Option 2 - How does it work?

Prior to going on parental leave, members need to contact the STONZ Support Team and advise:

- The date your parental leave top-up payments will cease*
- The date you are due back to work.

Things to be aware of:

- During the hold period, you are still covered by STONZ T&CS, but will not automatically be entitled to receive advocacy/advice from the team.
- If a situation arises during the hold period that requires substantive support, membership can be reactivated early.
- The credit to membership for the months on hold, will be applied after return to work.
- Membership fees must be up to date at the start of the hold period.
- If you pay by DD Monthly, you will need to put these on hold for the period between the end of the top-up payments and the end date of your leave.

*Why from the end of parental leave top-up payments, rather than the start of leave?

Entitlement to paid parental leave top-up is an entitlement under the STONZ SECA, so during this time you will still be receiving the benefits of full membership.

Resignation

Any members wishing to resign from STONZ must give 7 days' notice in writing (or via email) to support@stonz.co.nz and will pay fees up to the expiry of that notice.

Communication

Members agree to receive communications from STONZ, by post, or digitally. Email and online information are our main forms of communication.

Use of Information

Information gathered about members may be used:

- To communicate to members about STONZ business
- To survey members to gather information useful to STONZ business
- To offer members benefits from STONZ partners (we will not provide your information to those partners without your consent)
- As data (without identifying details) for STONZ business purposes

When you provide information to STONZ for the purpose of seeking advice from STONZ, you agree that the information can be shared with the STONZ support team (including contracted legal advisors) and STONZ executive. We may seek your consent to share such information with other third parties where to do so is consistent with the purpose for which the information was provided to us.

Associate Membership

As per the STONZ constitution, Associate membership will be granted to any person not otherwise entitled to membership, if they

- a. Are currently covered by an IEA (individual employment agreement), based on the STONZ Collective Agreement.
- b. Are not eligible to be covered by the STONZ Collective Agreement because of the operation of s58 of the Employment Relations Act;
- c. Support the objectives of STONZ.
- d. Intend to move to full membership category as soon as they are eligible to.

An Associate member cannot hold Executive Officer status or be eligible to vote on any changes to the collective agreement, or at an AGM. Associate members will also not be eligible for any 'member only' benefits of a new collective agreement such as salary increases or lump sum payments. As Associate members are on IEAs (individual employment agreements), any changes to their employment terms and conditions will need to be negotiated independently of STONZ.

Associate members will be limited to being provided information and advice as per the levels of industrial assistance available to members and outlined in the full membership document.

An Associate member will receive all communications sent out by STONZ and be heard at any or all meetings but have no voting rights.

Media statements

- Statements to media representatives (including social media comments) in respect to STONZ and its business are prohibited.
- All queries from the Media should be passed onto the Executive Director in the first instance and will need approval from the Senior Executive.
- Whilst being a STONZ member does not prohibit you in any way from doing so - any member considering making statements to the Media in a personal capacity regarding Te Whatu Ora employment is encouraged to consider any possible broader implications on the RMO workforce before doing so.

Advocacy and Support

STONZ role as a union is to enforce the collective agreement terms and conditions, to ensure members are treated fairly and to advocate for the continued improvement of RMO working conditions.

STONZ membership provides many benefits which are funded by union fees paid by members. This includes expert industrial assistance by specialist staff on a range of industrial matters like workplace disputes, disciplinary processes, termination of employment, workplace discrimination, performance reviews, underpayment, workplace health and safety, payroll issues, run reviews, enforcement of the STONZ Collective Agreement.

Information and employment advice from our in-house team can be sought from the day the member officially joins by emailing or phoning the support team.

For complex matters such as, but not limited to workplace disputes, disciplinary processes, termination and discrimination, STONZ may provide specific legal support to members from an external lawyer. To be considered for external legal support, the following criteria must be met:

- (a) The member must be a fully paid-up member of STONZ;
- (b) The member must have been a member of STONZ for at least 8 weeks before seeking external legal support;
- (c) The matter in respect of which the support is sought must have arisen after the first 8 weeks of the member's membership.

If you believe you need legal assistance, please contact the STONZ support team in the first instance. External legal support, including the level/length of time/cost to which any support is provided, is solely at STONZ discretion. In considering a request for legal assistance STONZ will take into account the details of the issue, the member's desired outcome, its impact on the member/implications for the wider RMO group and any other relevant factors.

Non-financial members or members who join STONZ with a pre-existing industrial issue may not be entitled to receive industrial assistance.

STONZ may not be able to provide, or may only provide limited, assistance in relation to matters that are not strictly industrial/workplace related. In most circumstances, STONZ will not provide assistance in relation to matters raised by a member's College or MCNZ (see below).

To guarantee the most effective use of resources for all members, STONZ reserves the right to determine the level and extent of industrial assistance that will be provided to members in each instance.

The levels of industrial assistance that can be provided by STONZ are described below.

- **Information:** All financial members are entitled to contact STONZ for general information related to workplace rights, pay and conditions. Information may take the form of verbal information, links to the National Manual and other agencies that may assist with the issue (e.g., Medical Council, RMO units)
- **Advice:** Advice is the provision of specific information in relation to a member's particular employment situation. Advice includes interpretation of the Collective Agreement, an IEA, the National Manual, and related legislation as they apply to members. All members are entitled to contact STONZ to seek advice about their workplace rights or a particular workplace issue.
- **Advocacy:** Advocacy is an extension of an advice service and may include writing emails, writing documents, and making phone calls on behalf of a member. Advocacy may also include face to face support, including use of zoom or such other programmes by an industrial officer at a workplace meeting. Advocacy is part of a continuum of assistance to resolve matters at the local level but may progress to seeking advice from legal counsel if it is warranted for the issue to progress through the legal processes.
- **Court or Employment Relations Authority (ERA) Representation:** STONZ Executive retains the ultimate discretion regarding representation of members before Courts or Tribunals.

Support for previous members

For clarity, STONZ membership does not entitle members to support for issues that STONZ are alerted to after the cessation of membership. In limited circumstances STONZ may, at its discretion, assist with such matters where these can be resolved by the support team, without external advice.

Existing issues, that the Support Team have been assisting with can be concluded, where these do not require external advice or legal assistance.

Some examples are provided for illustrative purposes, this is not an exhaustive list.

Example	Assistance
Reimbursement query already underway	Yes, the team would continue to follow-up with the district.
Payroll query on final pay, alerted to STONZ within days of membership ceasing (as ceased to be a working RMO)	Yes, the team would assist with this.
IR issue (that STONZ unaware of) that the (now) ex-member has been pursuing independently for some time. When no acceptable conclusion attained; ex-member then reaches out to STONZ after cessation of membership.	No. Reasoning on this one is the same for current and previous financial members alike. Financial members always have a choice as to whether they want STONZ involvement in an IR issue or prefer to manage their IR issue without STONZ involvement. As the member chose not to have STONZ involvement from the point that the issue was identified, STONZ will not pick up the issue nor contribute to any costs incurred.

Medical Council of New Zealand matters

In the first instance, these matters will be assessed by the STONZ Director. STONZ recommends that the member should also seek support from their medical professional indemnity insurer.

STONZ will not act in matters around medical/clinical competence nor matters pertaining to any of the Training Colleges.

STONZ will offer and provide pastoral care for members in these matters.

If these matters also contain industrial matters such as interpretation of the Collective Agreement, application of various employment laws, and applications of policies used by the Hospitals, then STONZ will act in the strictest sense for industrial matters only.

Legal Support Framework

STONZ emphasis is on solutions that lead to disputes being settled early, and where practicable, in a manner that preserves the relationship with the parties involved. Early resolution also minimises the recourse to legal action. STONZ recognises the need to balance members' specific interests against the need to manage our collective resources and legal budget on behalf of all members.

STONZ aim is to minimise the use of legal action and support the early resolution of disputes and grievances. Key to this is:

- Working in partnership with members and employers
- Emphasis on problem solving
- Providing quality and timely advocacy and pastoral care from our internal sources.

Utilisation of legal resources must be for the benefit of individual members, and in the interests of the union and its members as a whole.

Responsibilities

The STONZ advisors will be responsible for managing the relationship with members in difficulty (in consultation with external legal support if required). The STONZ advisors may also be called upon to act in a support position and provide pastoral care for the purposes of facilitation/mediation.

Process

1. Members should notify STONZ as early in the process as possible if they are going to require assistance with facilitation/mediation or other employment relationship issues. Note: it is difficult to assist with historic issues, so we encourage members to come forward as soon as issues arise.
2. As a general rule, members requiring support for an employment relationship issue, including facilitation or mediation, will be assisted by a STONZ Advisor.
3. The STONZ Advisor may seek external legal advice to assist them to provide suitable support to members. That advice may be provided to the member, at the discretion of the STONZ Advisor.
4. In cases where there is an issue of significant complexity or importance, the STONZ Advisor may recommend that external counsel be appointed (at STONZ' expense) to represent the member and communicate directly with the member as to conduct of the matter.
5. If external legal counsel is required in relation to a matter involving mediation/facilitation, approval of the Senior Executive is required due to the significant financial outlay required (see below process).
6. Where external legal counsel has been instructed for a mediation or facilitation, and that process results in any payment made to the member, the member will be required to contribute to the cost of engaging external legal counsel, up to the full cost of the legal advice or 25% of any money paid to the member, whichever is the lesser (with payment being due on receipt of settlement funds by the member). This rule applies whether payment to the employee is expressed to be wages, compensation or on account of legal costs.
7. In all cases, STONZ recommends members contact EAP/Workplace Support which is offered by employers as a free service to help support them through this process.

Progression of legal cases to Mediation, Employment Relations Authority or the Employment Court

If the matter (including a personal grievance) is to proceed to mediation/facilitation, the Employment Relations Authority or the Employment Court, the case will be referred to the STONZ Senior Executive team to be considered for legal funding. The case will be considered taking the below into account-

1. Communication between parties to date and the mediation outcome (If applicable).
2. Advice from a legal provider as to:
 - a. The strength of the case;
 - b. The likely costs of the proceeding;
 - c. The potential for recovery and the likely outcomes, including the likely gain for the member and the likelihood of recovering costs or being liable for a costs award;
 - d. The nature of the evidence that would need to be given and the timeframes for the proceeding;
3. The overall merit and justice of the case.
4. Wider organisational repercussions of taking or not taking the case further.
5. The relationship with the employer and how this will be affected.
6. Any 'Test Case' value.
7. STONZ Values and Strategy.

In situations where the case is not taken further, the Executive team will communicate to the member (and if appropriate, the affected membership) outlining the decision. The legal advice provided to STONZ may be provided to the member at STONZ discretion.

If STONZ provides funding for a legal case, the following should be noted:

- The member will have a professional lawyer/client relationship with the lawyer, but that relationship will be modified to allow the lawyer to provide advice to STONZ on an ongoing basis about the legal case and the merits of continuing. The member must agree to STONZ being provided with all information to continue to be eligible for funding;
- The proceeding will be in the member's name, and any issues of possible name suppression will be considered by the lawyer;
- Any awards made as a result of the proceeding before the Employment Relations Authority or the Employment Court will be paid to the member, except for any awards which relate to legal costs or disbursements. These awards will be paid to STONZ.

Member's Choice to seek alternative representation

Members are advised that it is their choice as to whether they choose STONZ support team staff or someone else such as a lawyer (at their own expense) to act as their representative. They cannot have two representatives for the same matter with their employer. This avoids possible conflicts.

If a member chooses, STONZ may refer them to our preferred lawyers. However, once the referral is made the carriage of the matter and any resultant costs or actions, etc, are entirely a matter between the member and the legal representative.

STONZ support team may provide information to the member's chosen representative regarding details known to the union official, but only if the member has provided written permission to STONZ to provide such information and the extent of the information.

No documentation held on STONZ files will be released to a member's chosen alternative representative unless with the express permission of the Director of STONZ and/or STONZ Executive, where appropriate.

No assistance should be rendered to the STONZ member and their chosen alternative representative if it is contrary to, and not in the best interest of, the overall STONZ membership.

Discontinuance and Cessation of Support

In representing its members, STONZ aims to provide high quality service in a professional and courteous manner. However, STONZ reserves the right to cease providing industrial support for members in certain circumstances. This can include, but is not limited to, circumstances where a member:

- ignores or acts contrary to the advice we provide;
- makes unreasonable demands on STONZ support staff;
- fails to provide STONZ with all relevant information;
- seeks alternative advice or representation, at the same time as seeking our advice, without our authorisation or knowledge;
- has been dishonest to us about the facts and circumstances of their matter;
- where the matter has no reasonable prospects of success;
- fails to accept an offer of settlement which STONZ believes is reasonable;
- acts in an abusive, hostile or threatening manner towards STONZ team members;

- wishes to pursue a course of action where the cost is prohibitive and/or not in the best interest of STONZ membership.

Member vs Member Disputes

STONZ will not provide advocacy or legal advice in relation to any matter that involves one member making allegations about the behaviour of another member – e.g., if a member claims they are being bullied by another member. Where a member vs member dispute arises STONZ will:

- Provide Pastoral Care to both members;
- Provide referrals for advocacy or legal support to both members (which will be for the member to arrange directly and at the member's cost); and
- Where appropriate, provide or fund or support measures for facilitation between the members to assist them to resolve problems informally.

Conduct

A positive and collaborative approach facilitates communication between members and STONZ Support staff.

STONZ support staff will treat all members with dignity and respect. Likewise, STONZ support staff expect to be treated with dignity and respect from members. Abusive, hostile, or threatening behaviour towards STONZ Executive and Support team will not be tolerated, nor will sexual or any form of harassment.

Support may be withdrawn from a member if the member's conduct is considered to be inappropriate towards STONZ Executive or support staff.

Complaints in relation to industrial advice

STONZ support team members are committed to providing quality representation to members and therefore has a mechanism for resolving situations where members may be dissatisfied with the advice provided by the STONZ Support team.

Where a member has issues with the service provided to them by the Union, they can refer the issue to the STONZ Executive team for review.