

# DEED OF AGREEMENT

ASU, QPSU, AMACSU AND FCUNQ;  
ALSO CSQB, QSB AND NQB.

FINAL



THIS DEED OF AGREEMENT IS DATED THE 26<sup>TH</sup> DAY OF NOVEMBER 2010

**PARTIES:** AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION ("ASU")

**AND:** THE QUEENSLAND PUBLIC SECTOR UNION OF EMPLOYEES ("QPSU")

**AND:** AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION, CENTRAL AND SOUTHERN QUEENSLAND CLERICAL AND ADMINISTRATIVE BRANCH, UNION OF EMPLOYEES ("AMACSU")

**AND:** QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES ("QSU")

**AND:** FEDERATED CLERKS' UNION OF AUSTRALIA, NORTH QUEENSLAND BRANCH, UNION OF EMPLOYEES ("FCUNQ")

**ENDORISING ENTITIES:**

CENTRAL AND SOUTHERN QUEENSLAND CLERICAL AND ADMINISTRATIVE BRANCH ("CSQB")

**AND:** QUEENSLAND SERVICES BRANCH ("QSB")

**AND:** NORTH QUEENSLAND CLERICAL AND ADMINISTRATIVE BRANCH ("NQB")

**RECITALS**

- A. The ASU is a registered organisation pursuant to the FW (RO) Act.
- B. The QPSU is a registered industrial organisation pursuant to the *Industrial Relations Act (Qld) 1999*.
- C. The AMACSU is a registered industrial organisation pursuant to the *Industrial Relations Act (Qld) 1999*.
- D. The QSU is a registered industrial organisation pursuant to the *Industrial Relations Act (Qld) 1999*.
- E. The FCUNQ is a registered industrial organisation pursuant to the *Industrial Relations Act (Qld) 1999*.
- F. The ASU is divided into branches to which its members in Queensland are attached and these are the CSQB, QSB and NQB.
- G. The QPSU desires to amalgamate with the AMACSU and it is proposed that the AMACSU will be the proposed amalgamated organisation and the QPSU will be the proposed deregistering organisation and that the amalgamated organisation be called Unite.

- H. The AMACSU desires to amalgamate with the QPSU, with the AMACSU to be the proposed amalgamated organisation and the QPSU to be the proposed deregistering organisation and that the amalgamated organisation be called Unite.
- I. The ASU, QSU and FCUNQ have objected to the proposed AMACSU/QPSU amalgamation.
- J. This Deed is about securing a legally enforceable and continuing form of agreement between the Parties and the Endorsing Entities in respect of the following matters:
- 1) arrangements for the ongoing relationship between the ASU, CSQB and AMACSU as a consequence of the proposed amalgamation between the AMACSU and QPSU to form Unite;
  - 2) the settlement of the objections by the ASU, QSU and FCUNQ to the AMACSU and QPSU amalgamation application, RIO/2010/171, by way of each such objector withdrawing its objection;
  - 3) the settlement of objections by the QSU and FCUNQ to the callings application, RIO/2010/169, by way of each objector withdrawing its objections;
  - 4) that the CSQB support the merger of the QSB and NQB;
  - 5) the support of the ASU, QSU and FCUNQ to the Amalgamation;
  - 6) a relationship as between Unite and the ASU in respect of persons eligible for membership of the ASU from time to time that is exclusive of a relationship between Unite and any other federally registered organisation of employees;
  - 7) the establishment of arrangements between the Parties, Unite and CSQB for:
    - i) the recruitment of persons eligible for membership of the ASU traditionally attached to the CSQB and of Unite and the admission into membership of both organisations of such persons regardless of whether or not the member is eligible for membership of one or more other registered organisations;
    - ii) the adoption of a form of joint application providing for admission to membership of persons eligible for Unite and for the ASU and for the admission of persons eligible for membership of the ASU in accordance with the ASU's rules;
    - iii) the setting of subscriptions and the payment of membership subscriptions by members to the CSQB and not to Unite, subject to arrangements relating to ensuring financiality of members in both organisations;
    - iv) the provision of industrial representation and services to members of CSQB and Unite;
    - v) service agreements in the periods prior to and after 2015 such that among other things at all times resources are maintained in CSQB sufficient to pay capitation fees in respect of members of the ASU and sufficient to secure industrial representation and services for those members;
  - 8) the scope of any continuing role of the AMACSU TRA such that it will not represent the industrial interests of any person eligible for membership of the ASU whose industrial interest the ASU is entitled to represent and will be confined to representation in the areas of private pathology and allied health;

- 9) the role and activity of a prospective Unite TRA such that it will not represent the industrial interests of any person eligible for membership of the ASU whose industrial interests the ASU is entitled to represent and will be confined to representation in the areas of private pathology and allied health;
  - 10) providing for Unite to refrain from seeking TRA status without the written consent of the ASU;
  - 11) providing that Unite will not seek status as a registered organisation, as a State recognised association or seek to amalgamate with any other State registered union or enter into Section 151 or 152 Agreements without the consent in writing of the ASU;
  - 12) the Parties intentions in relation to Unite and the CSQB such that it is proposed that from 2015 Unite obtained exemptions under the Queensland Industrial Relations Act from the conduct of elections and that Unite not seek such a counterpart relationship with any other organisation consistently with the Proposed Rules;
  - 13) financial, employment and staffing arrangements, responsibilities, and liabilities as between the ASU, CSQB and Unite;
  - 14) the adoption of demarcation arrangements and understandings as reflected in Schedules to this Deed, being a Memorandum of Agreement between the ASU Queensland Branches and a Deed of Agreement between the State registered Queensland Unions;
  - 15) rectification of errors in the Proposed Rules for Unite consequential upon the terms of this Deed and in particular Rule 8(k) of the Proposed Rules;
  - 16) the coming together of the ASU and QPSU/Unite and arrangements for membership of the ASU consequent thereon;
  - 17) the timing of the arrangements provided for generally and in particular in respect of the recruitment and admission to membership for the arrangements to apply to all new members of Unite eligible for membership of the ASU and traditionally attached to the CSQB to be admitted to membership on and from the date of effect of the QPSU/AMACSU amalgamation;
  - 18) the obligations of the Parties to enter into such further deeds or agreements as may be desirable or necessary to give effect to the terms of this Deed;
  - 19) for CSQB to remain affiliated to the ALP unless it desires otherwise but the number of members on which the affiliation occurs will not increase only as a result of the amalgamation;
  - 20) the resolution of a number of interrelated objections, demarcation and organisational matters as between various of the Parties and Endorsing Entities as provided for in this Deed and the Schedules.
- K. The Parties and the Endorsing Entities have agreed to give effect to the matters set out in these recitals on the terms provided for in this Deed and the Parties and the Endorsing Entities acknowledge that at all times they will, in performing the terms of this Agreement, endeavour to ensure that the spirit of the Agreement is achieved.

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IT IS AGREED:

## 1. Interpretation

1.1 In this Deed, unless the context indicates a contrary intention:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to a statute includes any statute amending, consolidating or replacing the statute and any regulation made under the statute as that regulation is in force from time to time;
- (c) any expression, term, phrase or word used in the Deed is to be interpreted consistently;
- (d) headings will not be taken into account in interpreting this Deed;
- (e) a reference to a "clause" is, unless the context clearly indicates otherwise, a reference to a clause of this Deed;
- (f) a reference to a "sub-clause" means, unless the context clearly indicates otherwise, a sub-clause of the clause in which the reference to the sub-clause is made;
- (g) a reference to a "part" means, unless the context clearly indicates otherwise, a part of the sub-clause in which the reference to the part is made;
- (h) a reference to a "Recital" is a reference to a recital of this Deed;
- (i) a reference to a "Schedule" is a reference to a schedule to this Deed, and the schedule is to be read as part of this Deed consistently and with it;
- (j) a reference to "financial year" is a reference to the period commencing on 1 July and ending on 31 June in a year;
- (k) a reference to a "day" in these rules is a reference to the days Monday to Friday, public holidays excluded;
- (l) a reference to a "month" is a reference to a calendar month;
- (m) a reference to "business hours" in these rules is a reference to the hours of 9.00am to 5.00pm;
- (n) where any period of time, dating from a given day, act or event is prescribed or allowed for any purpose, the period, unless the contrary intention appears, is reckoned exclusive of such day or the day of such act or event;
- (o) where the last day of any period prescribed or allowed by these rules for the doing of anything falls on a Saturday or a Sunday or on a day which is a public holiday or a bank holiday in the place in which the thing is to be or may be done, the thing may be done on the first day following which is not a Saturday, Sunday or a public holiday or a bank holiday in that place.

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## 2. Definitions

In this Deed, unless the contrary intention appears:

"ALP" means The Australian Labor Party.

**"Amalgamation"** means the proposed amalgamation between the Amalgamating Unions.

**"Amalgamation Ballot"** means the ballot of the members of the Amalgamating Unions for the approval, or otherwise, of the amalgamation.

**"Amalgamating Unions"** means the QPSU and the AMACSU.

**"Amalgamation Day"** means the day on which the QPSU and AMACSU amalgamate.

**"ASU"** means the Australian Municipal, Administrative, Clerical and Services Union.

**"Commencement Date"** means the date on which the last of the Parties executes or the Endorsing Entities endorses this Deed.

**"CSQB"** means the Central and Southern Queensland Clerical and Administrative Branch of the ASU.

**"Deed"** means this deed of agreement.

**"Endorsing Entities"** means the:

- (a) CSQB;
- (b) QSB; and
- (c) NQB.

**"FCUNQ"** means the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

**"FW (RO) Act"** means the Fair Work (Registered Organisations) Act 2009 (Cth).

**"FWA"** means Fair Work Australia.

**"Joint Employees"** means employees employed on, and from, Amalgamation Day jointly by the ASU and Unite.

**"National Secretary"** means the person holding the office of National Secretary of the ASU.

**"NQB"** means the North Queensland Clerical and Administrative Branch of the ASU.

**"Parties"** means the ASU, the QPSU, the AMACSU, the QSU and the FCUNQ.

**"Permanent Employee"** means all employees other than casual employees and fixed term employees.

**"Proposed Rules"** means the Rules proposed as the Rules of Unite.

**"Proposed Scheme"** means the scheme of amalgamation, proposed by the Amalgamating Unions as the scheme for Unite.

**"QIRC"** means the Queensland Industrial Relations Commission.

**"QPSU"** means the Queensland Public Sector Union of Employees.

**"QSB"** means the Queensland Services Branch of the ASU.

**"QSU"** means the Queensland Services, Industrial Union of Employees.

"Section 151 Agreement" means an agreement entered into pursuant to section 151 of the FW (RO) Act.

"Section 152 Agreement" means an agreement entered into pursuant to section 152 of the FW (RO) Act.

"State Fund" means the fund of Unite.

"State Management Committee" means that body, howsoever called, of Unite.

"State Secretary" means the person who holds the office of State Secretary of Unite on Amalgamation Day, and their successors

"TRA" means Transitional Recognised Association under the FW (RO) Act.

"Transitional Period" means the period commencing on Amalgamation Day and concluding immediately following the 2015 election referred to in the Proposed Scheme.

"Unite" means the proposed organisation to be formed out of the amalgamation of the QPSU and AMACSU.

### 3. Commencement

- 3.1 This Deed commences on the Commencement Date.
- 3.2 This Deed may only be terminated if the amalgamation does not proceed.

### 4. Scheme of Amalgamation

- 4.1 The Amalgamating Unions propose that the scheme, attached as attachment 1 to application RIO/2010/171 filed on 3 September 2010, will, subject to the approval of the QIRC, be the Proposed Scheme.
- 4.2 The Amalgamating Unions agree that they will not, without the consent of the National Secretary, make amendment to the Proposed Scheme prior to the Amalgamation Day.

### 5. Rules of Unite

- 5.1 The Proposed Rules of Unite are the rules attached as attachment 2 to application RIO/2010/171 filed on 3 September 2010.
- 5.2 The Amalgamating Unions agree to rectify an error in rule 8(k) of the Proposed Rules by deleting the rule and inserting in lieu thereof:

*8(k) (i) Notwithstanding anything contained in this rule, the Union may reach agreement with the Federal Organisation, which agreement may provide for automatic membership of the Federal Organisation for members of the Union and conversely the automatic membership of members of the Federal Organisation in the Union.*

- (ii) *Automatic membership and the waiving of the requirement to pay contributions in whole or in part, of the Union may, by agreement or unilaterally, be granted to any class of members of the Union.*
- (iii) *Further, "automatic membership" when used in this sub-rule shall mean membership granted to a member free of the payment of any contribution in circumstances where the person applying for membership having been notified that membership would be granted unless objected to, has not signified objection to that membership.*

- 5.3 The Amalgamating Unions agree that they will not, without the consent of the National Secretary, make any amendment to the Proposed Rules prior to the Amalgamation Day except as provided in this Clause or in the Deed of Agreement in Schedule A.
- 5.4 The Amalgamating Unions agree to apply to the QIRC to rectify an oversight in drafting in Rule 8(k) of the Proposed Rules in the terms of Schedule C.
- 5.5 In the event that the QIRC refuses the application referred to in sub-clause 5.4 the Amalgamating Unions agree to procure Unite to amend its rules in accordance with Schedule C.
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- 5.6 The Amalgamating Unions agree that from the Amalgamation Day the Unite Rules will not be amended without the agreement of the National Secretary insofar as the Rules:
- (a) define, refer to or relate to the "Federal Organisation";
  - (b) relate to the holding of common offices in Unite and CSQB; or
  - (c) relate to the admission into membership or financiality of persons or members eligible for ASU and traditionally attached to the CSQB.

## 6. Amalgamation Application

- 6.1 Upon the execution of this Deed by each Party and its endorsement by each of the Endorsing Entities the:
- (a) ASU and Paul Slape will withdraw their objections to the amalgamation application RIO/2010/171;
  - (b) QSU and FCUNQ will each withdraw their objection to the amalgamation application RIO/2010/171 in accordance with Schedule A; and
  - (c) QSU and FCUNQ will each withdraw their objection to the callings amendment application RIO/2010/169 in accordance with Schedule A.

## 7. Relationships

- 7.1 The Amalgamating Unions agree that, in respect of persons eligible for membership of the ASU and who would be traditionally attached to the CSQB, Unite's relationship with the ASU and CSQB as provided for in this Deed shall be exclusive of its relationship with any other federally registered organisation of employees.
- 7.2 The Amalgamating Unions, ASU and CSQB agree that the arrangements for the coming together under this Deed shall include the recruitment by them of persons eligible for membership of the ASU traditionally attached to the CSQB and of Unite and the admission into membership of both organisations of such persons

regardless of whether or not the person is also eligible for membership of one or more other organisations.

- 7.3 The Parties and CSQB acknowledge and agree that it is proposed that from 2015 Unite will seek exemptions under the Queensland Industrial Relations Act from the conduct of elections on the basis of elections and offices held in CSQB and that Unite will not seek such a relationship with any other organisation, consistently with the Proposed Rules.

#### 8. Transitionally Recognised Associations

- 8.1 For the purposes of this clause a reference to a TRA means a transitionally recognised association of an Amalgamating Union or Unite.
- 8.2 It is agreed that a TRA will not represent the industrial interests of any person eligible for membership of the ASU whose industrial interests the ASU is entitled to represent and is confined to representation in private pathology and private allied health.

#### 9. Future Status of Unite

- 9.1 It is agreed that Unite will not:
- (a) apply to be registered as an organisation under the FW (RO) Act;
  - (b) seek status as a State Recognised Association under the FW (RO) Act;
  - (c) seek to amalgamate with any other state registered union; or
  - (d) enter into a Section 151 or 152 Agreement under the FW (RO) Act with any organisation other than the ASU,
- without the consent of the ASU.

#### 10. Admission of Members and Subscription

- 10.1 The Amalgamating Unions, ASU and CSQB agree, on, and from Amalgamation Day, that:

- (a) the membership application form, to be used by Unite and the CSQB will be a joint membership application form which provides for persons who would be traditionally attached to the CSQB, at the same time as they apply to join Unite, to also join the ASU, and that the form of application will include the following words:

*"I hereby make application for membership of Unite and, if I am eligible to be a member of the ASU and attached to the Central and Southern Queensland Clerical and Administrative Branch of the ASU, of the Australian Services Union ("ASU") as and from the date of this application, and agree to abide by the Rules of the ASU and Unite, respectively, as they may be amended from time to time."*

- (b) Unite will, promptly after accepting an application for membership, ensure that the relevant record is entered into the Unite membership system;

- (c) Unite, will use its best endeavours to encourage each person, who is eligible for membership of the ASU and who would be traditionally attached to the CSQB to also become a member of the ASU;
  - (d) Unite will, within 5 days of accepting a joint application for membership in respect of any person eligible to be a member of the ASU who is to be attached to the CSQB, provide to CSQB a copy of that application.
- 10.2 The ASU and CSQB agree, on, and from, Amalgamation Day, that:
- (a) the ASU will, within 5 days of accepting an application for membership for any person eligible to be a member of the ASU and who is to be attached to the CSQB, provide to Unite the signed application form.
  - (b) ASU will use its best endeavours to encourage each person who is eligible for membership of the ASU and who, when accepted into membership, would be traditionally attached to the CSQB to also become a member of Unite.
- 10.3 Unite will, on receipt of an application form pursuant to sub-clause 2, ensure that the relevant record is entered into the Unite membership system.
- 10.4 The ASU through CSQB will provide to Unite, as it becomes available, membership information relating to members of the CSQB who are also members of Unite.
- 10.5 The Amalgamating Unions agree that Unite will provide ASU through CSQB, as it becomes available, membership information relating to members of Unite who are also members of the ASU traditionally attached to the CSQB.
- 10.6 The Amalgamating Unions and CSQB agree that they shall confer in relation to membership subscriptions and CSQB shall fix the same or no less a subscription rate than that fixed by Unite.
- 10.7 The Parties and CSQB agree that membership subscription received from persons applying for membership of Unite and the ASU in relation to the CSQB shall be paid to the CSQB.
- 10.8 The Amalgamating Unions and CSQB agree that each will take all reasonable steps to recruit members and to admit persons to membership of Unite and the ASU through the CSQB.
- 10.9 The Amalgamating Unions agree that Unite will ensure that despite the payment of membership subscriptions to CSQB under sub-clause .8 all such members will be accorded financial membership in Unite with effect from the date of their admission under the Rules of Unite without the payment of further fee.

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#### 11. Resignation of Members

- 11.1 The ASU and CSQB agree on, and from, Amalgamation Day, to promptly inform Unite of any resignations it receives from persons who were members and who were attached to the CSQB.
  - 11.2 The Amalgamating Unions agree on, and from, Amalgamation Day, that Unite will promptly inform the ASU through the CSQB of any resignations received by Unite from persons who were members of the ASU who were attached to the CSQB.
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## 12. Employees

- 12.1 The Amalgamating Unions agree that on, and from, Amalgamation Day, Unite will employ all staff jointly with the ASU, in relation to its CSQB.
- 12.2 The ASU agrees that on, and from, Amalgamation Day, the ASU will, in relation to its CSQB, staff, employ all staff jointly with Unite.
- 12.3 The ASU agrees that all the Permanent Employees of the QPSU who are on the day immediately preceding Amalgamation Day employees of the QPSU and who become on Amalgamation Day employees of Unite, will be offered joint employment, to commence on Amalgamation Day, with the ASU, in relation to its CSQB.
- 12.4 The CSQB agrees to notify the QPSU and the National Secretary on the day preceding Amalgamation Day of the accrued liabilities, owing as at that date, of the employees of the ASU who are employed in relation to the CSQB and who will be jointly employed by Unite.
- 12.5 The ASU agrees to make offers of joint employment to the employees of the QPSU with such joint employment to commence on Amalgamation Day.
- 12.6 The ASU undertakes to promptly advise the QPSU of any employee who declines the request.
- 12.7 The Amalgamating Unions agree that Unite will, in so far as the joint employment of employees is concerned, on and from Amalgamation Day, recognise the service the joint employees:
- (a) who were on the day immediately preceding Amalgamation Day employees of the QPSU, had with the QPSU;
  - (b) who were on the day immediately preceding Amalgamation Day employees of the CSQB.
- 12.8 The Parties agree that the contracts of employment for the General Secretary and Assistant Secretary of the QPSU as at the day before the Amalgamation Day shall be honoured and adhered to by Unite.
- 12.9 The Parties agree that the terms and conditions of employment for the Assistant Secretary (No. 2) of Unite shall be aligned to those for Assistant Secretary (No. 1). The Parties further agree that the terms and conditions of employment for the Deputy Secretary of Unite shall be set by reference to an alignment to the SO1 level of the Queensland Public Service and the QPSU Staff Collective Agreement in operation as at the date prior to the Amalgamation Day.
- 12.10 The ASU agrees that during the Transitional Period the power to appoint joint employees, other than as provided by this Deed, will be exercised by the State Secretary and the Executive of Unite.
- 12.11 The Amalgamating Unions agree that Unite is responsible on, and from, Amalgamation Day for the payment of wages and the provision of conditions of Joint Employees of Unite and the ASU with CSQB, which will not:
- (a) for persons who were employees of the QPSU on the day immediately preceding Amalgamation Day be any less than the wages and conditions enjoyed by those employees on the day immediately preceding Amalgamation Day;

- (b) for persons who were employees of the ASU, in relation to its CSQB on the day immediately preceding Amalgamation Day be any less than the wages and conditions enjoyed by those employees on the day immediately preceding Amalgamation Day.
- 12.12 The Parties agree that Joint Employees will perform work for Unite as the State Secretary may direct them to perform.
- 12.13 The Parties agree that Joint Employees will perform work for the CSQB as the CSQB Secretary may direct them to perform.
- 12.14 The Amalgamating Unions agree that the State Secretary will confer with the CSQB Secretary in relation to the work to be performed by Joint Employees in relation to Unite on, and from, Amalgamation Day.
- 12.15 The CSQB agrees that the CSQB Secretary will confer with the State Secretary in relation to the work to be performed by Joint Employees in relation to the CSQB on, and from, Amalgamation Day.
- 12.16 The Parties agree that, during the Transitional Period, the Decision of the State Secretary, following discussions with the CSQB Secretary, in relation to determining what work is to be performed by a Joint Employee, will be final and will be made subject to rule 51(L)(ii)(1) and (2) of the Proposed Rules.
- 12.17 The Parties agree, during the Transitional Period, that the decision of the State Secretary, following discussions with the CSQB Secretary, in relation to determining what work is to be performed by a Joint Employee, will be final.
- 12.18 The Parties agree that the payment by Unite to the Joint Employees will be for the totality of the work performed by those employees and acknowledge that over time, whilst the work performed on any given day may vary as between the work performed on behalf of the ASU, in relation to its CSQB, when compared with the work performed on behalf of Unite, the work performed by the Joint Employees will balance out as between the ASU and Unite.
- 12.19 Unite, subject to clause -12.20, indemnifies the ASU in relation to any claim or action (inclusive of costs), that may be brought against the ASU by a joint employee of the ASU and Unite, for wages or unpaid entitlements arising from their contract of employment or for damages for breach of their employment contract (the "Payment Indemnity").
- 12.20 The ASU agrees that the ASU will indemnify Unite, to the extent of the monies held in the branch fund of the CSQB, for any payments Unite is required to make for any claim or action (inclusive of costs), that may be brought against Unite or arise by reason of the Payment Indemnity by, or in relation to, any former or current employee who was, on the day immediately preceding Amalgamation Day, an employee of the ASU, in relation to its CSQB, for any component of that claim, action or indemnification that results from the employment with the ASU in relation to its CSQB..
- 12.21 The Parties agree that any decision to terminate the employment of Joint Employees will be exercised by the State Secretary and the Executive of Unite. Further, the parties agree that any decisions in relation to human resources issues and disciplinary action relating to an employee employed by the ASU in its CSQB immediately prior to the Amalgamation Day may only be made by the State Secretary or the Executive of Unite following agreement with the CSQB Secretary and the Assistant Secretary (No. 2) of Unite. The employment of an employee employed by the ASU in its CSQB immediately prior to the Amalgamation Day may only be terminated by the State Secretary or the Executive of Unite following agreement with the CSQB Secretary and the Assistant Secretary (No.2) of Unite.

**13. Financial – Service Agreements**

14.1 The Amalgamating Unions, ASU and CSQB agree that to facilitate:

- (I). budgeting and financial accountability as between Unite and CSQB;
- (II). the provision of industrial and membership services to joint members; and
- (III). the alignment of resources with the organisation most appropriate for the activity or activities concerned,

Unite and ASU through the CSQB will enter into one or more written Service Agreements for the provision of industrial and membership services in respect of the periods both from the Amalgamation Day to 2015 and from after 2015.

- 14.2 The Parties agree that the assets of Unite, including the Public Sector Defence Fund, the New Strength Unity Fund and the Queensland Investment Corporation investments, which were held by the QPSU prior to the Amalgamation Day shall be used for the benefit of members in Queensland in line with the protocols and procedures that existed within the QPSU prior to the Amalgamation Day.
- 14.3 The Parties and CSQB agree that the financial arrangements as between Unite and CSQB and their Service Agreements will secure sufficient funds in CSQB to pay capitation fees in respect of members, to meet the indemnity provided for in this Deed, to meet ALP affiliation and to secure the provision of members' industrial and membership services.

**14. Demarcation - Adoption of Schedules**

14.1 Parties and Endorsing Entities each adopt as terms of this Deed:

- (a) the terms of Schedule A1 being a Deed of Agreement between the QPSU, AMASCU, and the QSU;
- (b) the terms of Schedule A2 being a Deed of Agreement between the QPSU, AMASCU, and the FCUNQ; and
- (c) the terms of Schedule B being a Memorandum of Agreement between the CSQB, QSB and NQB.

14.2 In adopting the terms of the Schedules under sub-clause 1 as terms of this Deed the Parties and Endorsing Entities each agree to take all reasonable steps to secure the outcomes provided for therein to conduct themselves at all times consistently with the demarcation and other arrangements contained in those Schedules and not to do or cause to be done anything that would frustrate the effective operation of the terms of those schedules.

14.3 Nothing in this clause shall operate to prejudice the legal effect of the Deeds in Schedules A 1 and A2 or the Memorandum Agreement in Schedule B.

**15. Affiliation**

- 15.1 It is agreed that CSQB will remain affiliated to the ALP, unless it desires otherwise, but the number of members on which the affiliation occurs with the ALP will not exceed the current affiliation entitlement of 9000 members. Further, Unite shall not be affiliated to the ALP.

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**16. Further Agreements**

- 16.1 The Parties agree to take all reasonable steps to procure Unite to enter into a Supplementary Deed in the terms or substantially the same terms as this Deed to avoid doubt as to its efficacy and in doing so no Party will contend or rely upon any lack of capacity in AMACSU to bind Unite.
- 16.2 This is a not a Section 152 Agreement, however, the Parties agree and the Endorsing Entities endorse that if it is considered necessary or desirable to give effect to the terms of this Deed the Parties will enter into a Section 152 Agreement in so far as is otherwise consistent with this Deed.
- 16.3 The Parties and the Endorsing Entities each agree to enter into such further deeds or agreements as may be desirable or necessary to give full effect to the terms of this Deed.

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**17. Enforcement**

- 17.1 Without limiting the other terms of this Deed:
- (a) the Parties intend by the making of this Deed to create legally enforceable terms and conditions;
  - (b) the Parties agree that this Deed will be, and is intended to be, legally enforceable at the suit of any of the Parties;
  - (c) the Endorsing Entities intend that their endorsement of this Deed signify their agreement to its terms and their obligation to act consistently with its terms in all dealings with a Party other Endorsing Entity or any Third Party.
- 17.2 The Parties and the Endorsing Entities agree, that in the event of any breach of this Deed, damages are an inadequate remedy in respect of the obligations which arise under this Deed, apart from those obligations which require the payment of money, and in any action for enforcement of this Deed (other than an action for the repayment of money) no Party or Endorsing Entity will object to orders being made in the nature of injunctions and/or orders for specific performance of the obligations arising under this Deed.
- 17.3 The Amalgamating Unions, and in particular AMACSU as the continuing organisation, agree that it is their intention in executing this Deed that the Amalgamated Organisation Unite be bound by the terms of this Deed as if it had been executed in the name of Unite.

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**18. Legal Advice**

- 18.1 Each of the Parties and the Endorsing Entities acknowledge they have obtained, or had reasonable opportunity to obtain, independent:
- (a) legal advice;
  - (b) accounting advice;
- prior to entering into this Deed.
-

**19. Waiver and Variation**

- 19.1 A provision of a right created under this Deed may not be waived or varied except in writing signed by the parties.
- 

**20. Counterparts**

- 20.1 This Deed may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.
- 

**21. Notices**

- 21.1 Any notice, demand, consent or other communication (in this clause, a "Notice") unless otherwise expressly provided for in this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender; or
- (b) must be addressed and delivered to the intended recipient at the address or fax number set out in this sub-clause or the address or fax number last notified by the respective Party or Endorsing Entity to the sender after the date of execution of this Deed:

- (i) to the ASU:

The National Secretary,  
Australian Services Union  
116-124 Queensberry Street,  
Carlton South VIC 3053  
Facsimile No: (03) 93421499

- (ii) to the QPSU:

The General Secretary  
Level 1  
27 Peel Street  
South Brisbane QLD 4101  
Facsimile No: (07) 3017 6299

- (iii) to the AMACSU:

The Secretary,  
Level 3,  
27 Peel Street,  
South Brisbane QLD 4101  
Facsimile No: 07 38445153

- (iv) to the QSU:

The State Secretary  
32 Peel Street  
South Brisbane QLD 4101

Facsimile No: 07 3846 5046.

(v) to the FCUNQ:

The Secretary  
485 Flinders Street  
Townsville QLD 4810

Facsimile No: 07 4721 1582.

(vi) to the CSQB:

The State Secretary  
32 Peel Street  
South Brisbane QLD 4101

Facsimile No: 07 3846 5046.

(vii) to the QSB:

The State Secretary  
32 Peel Street  
South Brisbane QLD 4101

Facsimile No: 07 3846 5046.

(viii) to the NQB:

The Secretary  
485 Flinders Street  
Townsville QLD 4810

Facsimile No: 07 4721 1582.

- 21.2 Notice will be taken to be duly given or made when delivered, received or left at the fax number or address provided for in sub-clause 1(b), provided that if delivery or receipt occurs on a day that is not a Business Day in the place to which the Notice is sent, or it is received later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

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## 22. Governing Law

- 22.1 This Agreement will be governed and construed in accordance with the laws of the Commonwealth and the State of Queensland and the Parties and the Endorsing Entities will submit to the non-exclusive jurisdiction of the courts of that State in respect of any dispute of whatsoever nature arising under this Agreement or its implementation or enforcement.

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## 23. Severance

- 23.1 If the form or any clause, sub-clause, paragraph, sub-paragraph or part thereof of this Deed will be held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of the Deed will remain in full force and effect.

**24. Entire Agreement**

24.1 This Agreement, including any Schedules and annexures hereto, constitutes the entire agreement between the Parties and the Endorsing Entities in respect of the matters dealt with in this Deed and supersedes all prior communications and representations, inducements, undertakings, agreements or arrangements between the Parties and/or the Endorsing Entities in respect of the matters dealt within in this Deed.

**EXECUTED AS A DEED**

SIGNED SEALED AND DELIVERED for )  
 and on behalf of the ASU ) .....  
 ) ..... (Seal)  
 ) Date  
 ) .....  
 ) Position(s)

SIGNED SEALED AND DELIVERED for )  
 and on behalf of the QPSU ) .....  
 ) ..... (Seal)  
 ) Date  
 ) .....  
 ) Position(s)

SIGNED SEALED AND DELIVERED for )  
 and on behalf of the AMACSU ) .....  
 ) ..... (Seal)  
 ) Date  
 ) .....  
 ) Position(s)

SIGNED SEALED AND DELIVERED for )  
 and on behalf of the QSU ) .....  
 ) ..... (Seal)  
 ) Date  
 ) .....  
 ) Position(s)

SIGNED SEALED AND DELIVERED for  
and on behalf of the FCUNQ

) *M Dale*  
) .....  
) *26-11-10*  
) .....  
) Date  
) .....  
) *SECRETARY*  
) .....  
) Position(s)

(Seal)

ENDORSED BY  
for and on behalf of the CSQB Branch

) .....  
) .....  
) .....  
) Date  
) .....  
) Position(s)

ENDORSED BY  
for and on behalf of the QSB Branch

) .....  
) .....  
) .....  
) Date  
) .....  
) Position(s)

ENDORSED BY  
for and on behalf of the NQB Branch

) *M Dale*  
) .....  
) *26-11-10*  
) .....  
) Date  
) .....  
) *Branch Secretary*  
) .....  
) Position(s)

SCHEDULE A1: Deed between QPSU, AMASCU and QSU

SCHEDULE A2: Deed between QPSU,AMASCU and FCUNQ

SCHEDULE B: Memorandum of Understanding between CSQB, QSB and NQB.

SCHEDULE C: Proposed Rule/Unite Rule. :

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New rule 8(k)

**SCHEDULE C**

- (k) (i) Notwithstanding anything contained in this rule, the Union may reach agreement with the Federal Organisation, which agreement may provide for automatic membership of the Federal Organisation for members of the Union and conversely the automatic membership of members of the Federal Organisation in the Union.
- (ii) Automatic membership and the waiving of the requirement to pay contributions in whole or in part, of the Union may, by agreement or unilaterally, be granted to any class of members of the Union.
- (iii) Further, "automatic membership" when used in this sub-rule shall mean membership granted to a member free of the payment of any contribution in circumstances where the person applying for membership having been notified that membership would be granted unless objected to, has not signified objection to that membership.