

Memorandum of Understanding

**ENDORISING ENTITIES:**

- PARTIES:** CENTRAL AND SOUTHERN QUEENSLAND CLERICAL AND ADMINISTRATIVE BRANCH ("CSQB") of the Australian Municipal, Administrative, Clerical and Services Union
- AND:** QUEENSLAND SERVICES BRANCH ("QSB") of the Australian Municipal, Administrative, Clerical and Services Union
- AND:** NORTH QUEENSLAND CLERICAL AND ADMINISTRATIVE BRANCH ("NQB") of the Australian Municipal, Administrative, Clerical and Services Union

**1. Interpretation**

1.1 In this Memorandum, 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:
  - (i) statute amending, consolidating or replacing the statute; and
  - (ii) 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 Memorandum is to be interpreted consistently.
- (d) headings will not be taken into account in interpreting this Memorandum;
- (e) a reference to a "clause" is, unless the context clearly indicates otherwise, a reference to a clause of this Memorandum;
- (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 Memorandum;
- (i) a reference to a "Schedule" is a reference to a schedule to this Memorandum, and the schedule is to be read as part of this Memorandum consistently and with it;
- (j) a reference to a "day" in these rules is a reference to the days Monday to Friday, public holidays excluded;
- (k) a reference to a "month" is a reference to a calendar month;
- (l) 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;

- (m) 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.

## 2. Definitions

- 2.1 "ASU" means the Australian Municipal, Administrative, Clerical and Services Union.
- 2.2 "CSQB" means the Central and Southern Queensland Clerical and Administrative Branch of the ASU.
- 2.3 "QSB" means the Queensland Services Branch.
- 2.4 "NQB" means the North Queensland Clerical and Administrative Branch.
- 2.5 "Commencement Date" means the day on which the last of the endorsing entities endorses this Memorandum.
- 2.6 "Memorandum" means this Memorandum of Agreement.
- 2.7 "Local Government" means the industry of local government and local government owned and/or controlled entities within the State of Queensland, other than in relation to the Brisbane City Council and/or Brisbane City Council owned and/or controlled entities within the state of Queensland.
- 2.8 "Rail industry" means the rail transport industry in the state of Queensland.
- 2.9 "Port Authorities" means the industry of by ports and harbour authorities within the state of Queensland but does not include Queensland State Government Departments.
- 2.10 "Water Industry" means the water industry in the state of Queensland but does not include:
- (a) Sunwater;
  - (b) entities which are subject to Core EB 2009 CA2010/69;
  - (c) Queensland State Government Departments.

## 3. The Queensland Branches

- 3.1 The ASU is divided, relevantly, into a number of Queensland Branches:
- (a) CSQB;
  - (b) QSB;
  - (c) NQB,
- (collectively, the "Branches")

## 4. Endorsement of Terms

- 4.1 Each of the Branches have, by their endorsement of this Memorandum, subscribed to the terms of this Memorandum.
- 4.2 As a consequence of sub-clause 4.1 each of the Branches acknowledge, and agree, that the National Executive of the ASU is in relation to the discharge of its powers pursuant to rule 10(c) is able to take into account the terms of this Memorandum.

## 5. Merger

5.1 The NQB and the QSB intend to merge.

5.2 The CSQB acknowledges the merger of the NQB and the QSB and does not object.

## 6. Attachment

6.1 The Branches agree that the Queensland (Services and Northern Administrative) Branch will have attached to it, amongst others, all members of the ASU employed in Local Government in Queensland.

6.2 The Branches agree that the Queensland (Services and Northern Administrative) Branch will have attached to it, amongst others, all members of the ASU employed in the Rail Industry in Queensland.

6.3 The Branches agree that the Queensland (Services and Northern Administrative) Branch will have attached to it, amongst others, all members of the ASU employed in the Port Authority Industry in Queensland.

6.4 The Branches agree that the Queensland (Services and Northern Administrative) Branch will have attached to it, amongst others, all members of the ASU employed in the Water Industry in Queensland, provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB.

## 7. No Members

7.1 The CSQB confirms that on the Commencement Date the CSQB will have no members who are employed in:

- (a) Local Government;
- (b) the Rail Industry;
- (c) the Port Authority Industry;
- (d) the Water Industry,

provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB.

## 8. No Enrolment

8.1 The CSQB agrees that on, and from, the Commencement Date agrees that the CSQB will not, on and from the Commencement Date, enrol into membership persons employed in:

- (a) Local Government;
- (b) the Rail industry;
- (c) the Port authority Industry;
- (d) the water Industry,

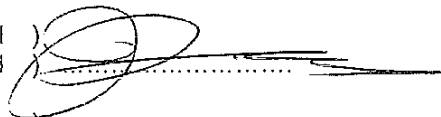
who may otherwise be eligible to become members of the ASU traditionally attached to the CSQB (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB).

## 9. No Bargaining

9.1 The CSQB agrees that, on and from the Commencement Day, the CSQB will not:

- (a) bargain, or seek to bargain, with Local Government, Rail industry, Port Authority Industry or Water Industry employers in relation to the terms and conditions of persons employed in Local Government, the Rail industry, the Port Authority Industry or the Water Industry (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB);
- (b) enter, or seek to enter, into agreements with Local Government, Rail industry, Port Authority Industry or Water Industry employers, which agreements provide for the terms and conditions of employment of persons employed in Local Government, the Rail industry, the Port Authority Industry or the Water Industry (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB);
- (c) register, or seek to register, certified agreements with the FWA which agreements provide for the terms and conditions of employment of persons employed in Local Government, the Rail industry, the Port Authority Industry or the Water Industry (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB);
- (d) apply to be a party to a certified agreement registered in the FWA which provides for the terms and conditions of employment of persons employed in Local Government, the Rail industry, the Port Authority Industry or the Water Industry (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB);
- (e) industrially represent, or seek to industrially represent, persons employed in Local Government, the Rail industry, the Port Authority Industry or the Water Industry (provided that nothing in this clause prevents the CSQB from representing persons in any Water Industry entity owned, or controlled, by the BCC where those persons would be traditionally attached to the CSQB).

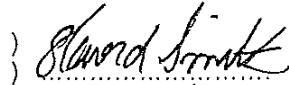
Endorsed for and on behalf of the Central and Southern Queensland Clerical and Administrative Branch



) 26/11/10  
 ) Date

) BRANCH SECRETARY  
 ) Position(s)

Endorsed for and on behalf of the Queensland Services Branch



) 26/11/10  
 ) Date

) BRANCH SECRETARY  
 ) Position(s)

Endorsed for and on behalf of the North Queensland Clerical and Administrative Branch

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