

DEED OF AGREEMENT

BETWEEN:

Queensland Nurses Union of Employees

AND

Queensland Public Sector Union of Employees

AND

**Australian Municipal, Administrative, Clerical and Services Union, Central and Southern
Queensland Clerical and Administrative Branch, Union of Employees**

DEED OF AGREEMENT

This Deed of Agreement is made on the 24th day of November 2010.

BETWEEN: Queensland Nurses Union of Employees of 187 Melbourne Street West End in the State of Queensland
("QNUE")

AND: Queensland Public Sector Union of Employees of Level 1, 27 Peel Street, South Brisbane in the State of Queensland
("QPSUE")

AND: Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees of Level 3, 27 Peel Street, South Brisbane in the State of Queensland
("AMACSU")

Recitals

- 1) On 3 September 2010 the AMACSU filed an application in the Queensland Industrial Relations Commission (the "Commission") pursuant to s.427 of the *Industrial Relations Act 1999* (the "Act") to change its list of callings (the "Callings Application"). The Commission case number for the application is Case No.RIO/2010/169.
- 2) The Callings Application is contingent on the following:
 - a) Rule 6 ("Eligibility for Membership) of the proposed UNITE Queensland, Industrial Union of Employees ("UNITE") matching the callings provided for in "Attachment 1" to the Callings Application;
 - b) the amalgamation application between the AMACSU and the QPSUE being approved by the Commission;
 - c) the ballot of members for the amalgamation of both the AMACSU and the QPSUE being successful;
 - d) the callings are varied on a prospective basis to take effect from the Amalgamation Date;
- 3) The Queensland Nurses Union of Employees ("QNUE") has filed an objection in relation to this application (the "Callings Objection").
- 4) On 3 September 2010 the QPSUE and AMACSU filed an application to approve an amalgamation and to approve an amalgamation ballot (the "Amalgamation Application")

between the QPSUE and AMACSU. The Commission case number for the application is Case No.RIO/2010/171

- 5) On 13 October 2010 the Queensland Nurses Union of Employees (“QNUE”) filed an objection in relation to the Amalgamation Application.
- 6) The parties have agreed to resolve the QNUE’s objections to the Callings Application and the Amalgamation Application, and regulating the relation between the QNUE and the amalgamated industrial organisation, UNITE, on the terms contained in this Deed of Agreement.

Terms

1. Interpretation

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

- (a) a reference to this Deed or other instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) the word "person" includes a body corporate, an unincorporated association or an authority;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (e) a clause or a schedule is a reference to a clause or a schedule of this Deed;
- (f) "parties" means the QNUE, QPSUE, and AMACSU;
- (g) headings shall not form part of the clauses and shall not be an aid to interpreting the Deed;
- (h) the “Australian Nursing Federation” (“ANF”) means the federal counterpart body to the QNUE registered pursuant to the *Fair Work (Registered Organisations) Act 2009*, its successors or assigns;
- (i) the “Act” means the *Industrial Relations Act 1999* (Qld);

(j) “The 1991 Agreement” means the agreement entered into by the State Public Service Federation (“SPSF”), the Queensland State Services Union (“QSSU”), the Australian Nursing Federation (“ANF”) and the QNUE on 25 June 1991 which resolved objections made by the QNUE to the SPSF’s application to amend its eligibility rules and the QSSU’s application to amend its list of callings.

(k) “Nurse” means any person employed, or usually employed, or engaged as an independent contractor, in any of the following callings:

- (i) Registered Nurse; and
- (ii) Enrolled Nurse; and
- (iii) Pupil Nurse; and
- (iv) Student Nurse; and
- (v) Assistant in Nursing; and
- (vi) Midwife; and
- (vii) Midwife Practitioner; and
- (viii) Nurse Practitioner; and
- (ix) any person registered with the Nursing and Midwifery Board of Australia or any successor to the Nursing and Midwifery Board of Australia;

Provided that this definition shall apply to the 1991 agreement as if the above terms existed at that time.

(l) The “QNUE Applications” means the applications filed in the QIRC by the QNUE to:

- (i) Amend the callings of the QNU being matter number RIO/163/2010; and
- (ii) Amend the eligibility rule of the QNU being matter number RIO/164/2010; and

(m) The “Regulations” means the *Industrial Relations Regulations 2000* (Qld);

2. The 1991 Agreement

- 2.1. The parties agree that the 1991 Agreement continues to have effect.
- 2.2. The 1991 Agreement is attached as Schedule 1 to this Deed.
- 2.3. Where the 1991 Agreement is inconsistent with provisions of this Deed, the provisions of this Deed will apply to the extent necessary to resolve the inconsistency.

3. QPSUE Agreement

- 3.1. The QPSUE acknowledges that the QNUE, and its federal counterpart body the ANF, are the only industrial organisations to which Nurses may conveniently belong and who have eligibility to represent and recruit Nurses;
- 3.2. The QPSUE undertakes not to amend its eligibility rule to extend its coverage to Nurses, other than Nurses who were QSSUE members as of 1 July 1991.
- 3.3. The QPSUE agrees, and undertakes to ensure, that the eligibility rule of UNITE will not extend the coverage of UNITE to Nurses and that Nurses shall not be eligible for membership of UNITE.
- 3.4. The QPSUE undertakes to take all necessary steps required under the Act and Regulations in the amalgamation process to ensure that the undertakings provided for in paragraphs 3.1, 3.2 and 3.3 are effective and binding upon UNITE.
- 3.5. To avoid any doubt the QPSUE agrees that this Deed constitutes an instrument which will continue to have effect on UNITE for the purposes of s.143 of the Regulations

4. AMACSU Agreement

- 4.1. The AMACSU acknowledges that the QNUE, and its federal counterpart body the ANF, are the only industrial organisations to which Nurses may conveniently belong and who have eligibility to represent and recruit Nurses;
- 4.2. The AMACSU undertakes not to amend its eligibility rule to extend its coverage to Nurses, other than Nurses who were QSSUE members as of 1 July 1991.
- 4.3. The AMACSU agrees and undertakes to ensure that the eligibility rule of UNITE will not extend the coverage of UNITE to Nurses and that Nurses shall not be eligible for membership of UNITE.

4.4. The AMACSU undertakes to take all necessary steps required under the Act and Regulations in the amalgamation process to ensure that the undertakings provided for in paragraphs 4.1, 4.2 and 4.3 are effective and binding upon UNITE.

4.5. To avoid any doubt the AMACSU agrees that this Deed constitutes an instrument which will continue to have effect on UNITE for the purposes of s.143 of the Regulations

5. Withdrawal of QNUE Objections

5.1. The QNUE will, in consideration for the undertakings provided by the QPSUE and the AMACSU, withdraw its objection to the Callings Application.

5.2. The QNUE will, in consideration for the undertakings provided by the QPSUE and the AMACSU, withdraw its objection to the Amalgamation Application.

6. QNUE Applications

6.1. The QPSUE undertakes that it will not:

- (a) oppose the QNUE Applications; or
- (b) provide any assistance to an objector to the QNUE Applications.

6.2. The AMACSU undertakes that it will not

- (a) oppose the QNUE Applications; or
- (b) provide any assistance to an objector to the QNUE Applications.

7. Further Agreements

7.1. 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.

8. Warranties

8.1. The Parties severally warrant that they:

- (a) are lawfully able to enter this Deed;
- (b) intend by doing so to enter into a legally binding agreement; and
- (c) agree to be bound by the terms of this Deed.

8.2. The QNUE enters into this Deed on its own behalf and for, and on behalf of, its members..

- 8.3. The QPSU enters into this Deed on its own behalf and for, and on behalf of, its members and for the future members of UNITE.
- 8.4. The AMACSU enters in this Deed on its own behalf and for, and on behalf of, its members and for the future members of UNITE.

9. Enforcement of Deed

- 9.1. The parties intend by the making of this Deed to create legally enforceable terms and conditions.
- 9.2. The parties agree that this Deed will be, and is intended to be, legally enforceable at the suit of either of the parties.
- 9.3. The parties 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, in any action for enforcement of this Deed the party against whom the enforcement proceedings are brought will not object to orders being made in the nature of injunctions and/or orders for specific performance of the duties and obligations under this Deed.

10. General

- 10.1. If a court decides that part of this Deed is invalid or unenforceable, that part of the Deed will be severed, and the rest of the Deed will continue to operate.
- 10.2. A single or partial exercise of right under this Deed does not prevent any other exercise of that right. Further, a waiver of a right under this Deed does not prevent the exercise of any other right.
- 10.3. This Deed is governed by the law in force in Queensland.
- 10.4. This Deed is the whole agreement between the parties concerning the subject matter. It replaces any prior Deed, Agreement, Arrangement, explanation, representation or Understanding concerning the matters.

10.5. This Deed may be executed in counterpart.

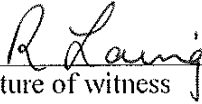
EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED by

**ALEX P SCOTT, Secretary,
Queensland Public Sector Union of
Employees** in the presence of:



Signature of Secretary



Signature of witness

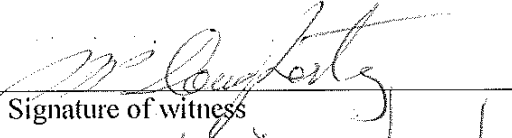
ROSLYN HAINC.

Name of witness

**LORRAINE GAY HAWKSWORTH,
Secretary, Queensland Nurses Union of
Employees** in the presence of:



Signature of Secretary

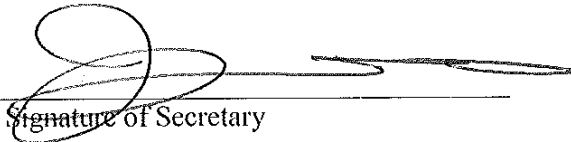


Signature of witness

Mark Dougherty

Name of witness

**JULIE BIGNELL, Secretary,
Australian Municipal, Administrative,
Clerical and Services Union, Central
and Southern Queensland Clerical and
Administrative Branch, Union of
Employees** in the presence of



Signature of Secretary



Signature of witness

BRIAN MANN

Name of witness

SCHEDULE '1' – The 1991 Agreement

3142 copy

AGREEMENT

This agreement dated the ^{25th}..... day of ^{JUNE}..... 1991
between

THE STATE PUBLIC SERVICES FEDERATION (SPSF)
(an organization registered under the
Industrial Relations Act 1988)

THE QUEENSLAND STATE SERVICES UNION (QSSU)
(an organization registered under the
Industrial Relations Act 1990 (Qld))

AUSTRALIAN NURSING FEDERATION (ANF)
(an organization registered under the
Industrial Relations Act 1988)

QUEENSLAND NURSES UNION (QNU)
(an organization registered under the
Industrial Relations Act 1990 (Qld))

WHEREAS the State Public Services Federation has made
application in matter D No 30021 of 1991 for consent to an
alteration to its eligibility rules

WHEREAS ANF has filed an objection in matter D No 30021 of
1990

WHEREAS an industrial dispute has been found to exist in
matter C No 30537 of 1991 between the ANF and The Queen in
Right of the State of Queensland and other employers,
arising from the service by the ANF of a log of claims

WHEREAS the QSSU has contemplated pursuing argument under
S111(1)(g) in C No 30537 of 1991

WHEREAS the QSSU has made application to the Queensland
Industrial Relations Commission to change its list of
callings to include officers and employees of Regional
Health Authorities

WHEREAS the QNU contemplates opposing the QSSU application
to change its list of callings

WHEREAS the Queensland Government has introduced legislative proposals which when they come into effect on the 1 July 1991 will result in the majority of Queensland public sector nurses not presently regulated by the Nurses (Queensland Public Hospitals) Award 1991 becoming employees of Regional Health Boards to be established in Queensland, such Boards are also to be the employer of nurses presently regulated by the federal award referred to above

AND WHEREAS the parties hereto are desirous of resolving matters in issue between them and of regulating their future relations in respect of persons employed in the nursing industry within the public sector in Queensland

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Clause 1 The SPSF will not object to the ANF's application for the filing of a late objection in D. No 30021 of 1990.

Clause 2 The ANF agrees to withdraw its objection in D No 30021 of 1990 on the basis of the agreements, undertakings and arrangements referred to herein.

Clause 3 SPSF agrees and undertakes that it will in D No 30021. of 1990 seek the consent of the designated presidential member for an alteration to its eligibility rules on the basis of the inclusion:

(a) in Section I of Rule 3 an exclusion in the following terms:

"(xiii) nurses in Queensland shall not be eligible for membership other than nurses who were on the 1st day of July, 1991 financial members of the Queensland State Services Union and continuously remain financial members thereof thereafter".

(b) in Section II of Rule 3 of an exclusion in the following terms:

"NOR under Section II of this Rule shall nurses be eligible for membership other than nurses who were on the 1st day of July 1991 financial members of QSSU and who continuously remain financial members thereof".

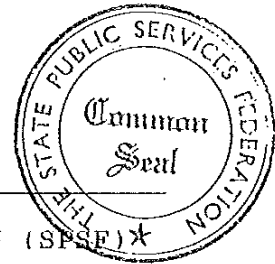
- Clause 4 SPSF undertakes to provide ANF with a copy in advance of the terms in which it seeks consent to an alteration of its rule in D No 30021 of 1991 in order to ensure that the terms in which consent is sought are consistent with the terms of this agreement and SPSF acknowledges that ANF has a right to be heard before the Commission in circumstances where ANF considers that the terms of SPSF's application for consent are not consistent with the terms of this agreement.
- Clause 5 SPSF undertakes not to use ANF's withdrawal of its objection in D No 30021 in the terms of this agreement to found any inference adverse to the industrial rights or coverage of ANF.
- Clause 6 The parties agree that the fact of this settlement shall be referred to in the Transcript of proceedings in D No 30021 of 1990 and the terms of this agreement shall be placed on the register of settlements maintained by the Commission in respect of the matter.
- Clause 7 Notwithstanding anything contained herein or the date of execution of this document it is hereby agreed by the parties that the terms of this agreement shall not have any force of effect prior to the 1st day of July 1991.
- Clause 9 Notwithstanding the directions of Moore DP in D No 30021 of 1990 SPSF agrees and undertakes not to take objection or exception to the late filing by ANF of statements required to be filed in D No 30021 of 1990 provided such statements if required are filed by Monday 8 July 1991.
- Clause 10 ANF acknowledges that the timing of SPSF's advice to the Commission in D No 30021 of 1990 of this settlement is, subject to any directions of the Commission, a matter for SPSF.
- Clause 11 SPSF and QSSU undertake not to oppose whether pursuant to S111(1)(g) or otherwise ANF obtaining an award in C No 30537 of 1991 in Queensland in relation to nurses who are as and from 1 July 1991 employed by Regional Health Boards or under the provisions of the Act of the Queensland Parliament arising from the Health Services Bill 1991.
- Clause 12 SPSF/QSSU agree to form a single bargaining unit with ANF as the principal union in respect of Queensland public sector nurses.

- Clause 13 ANF undertakes not to oppose SPSF obtaining a mirror federal award to mirror the ANF award referred to in Clause 11 above.
- Clause 14 It is agreed that the SPSF Award referred to in Clause 13 hereof shall extend only to the work and employment of nurses who are at the date of the making of the award members of QSSU and who continuously remain financial members thereof and who are as at that date financial members of SPSF and continuously remain as such PROVIDED that if at that date QSSU members are not eligible for membership of SPSF then the applicable date in respect of SPSF financial membership shall be the date those members become so eligible.
- Clause 15 SPSF undertakes to lodge in the office of the Deputy Industrial Registrar in Brisbane in confidence a list of the persons (and the date of their admission to membership of QSSU and SPSF) in respect of which the award referred to in Clauses 13 and 14 above would be binding and to delete the names, if any, of persons to whom the award no longer applies from the list each six months. It is agreed that the ANF Federal Secretary, or her delegate, shall have access to this list for the sole purpose of ensuring compliance with the terms of this agreement.
- Clause 16 SPSF undertakes that it will give speedy and effective clearance to any eligible member of SPSF who wishes to join ANF as the principal union.
- Clause 17 SPSF agrees to consult with ANF as to the steps it proposes to take for the purpose of establishing the mirror SPSF award referred to in Clause 13 above. Such consultation shall be for the specific purpose of facilitating the implementation of this agreement or other agreements current between SPSF and ANF but shall be without prejudice to the rights of ANF to exercise its rights under the Act in relation to matters not provided for by this agreement or other current agreements.
- Clause 18 It is agreed that the terms of this agreement shall be provided to the Commission by ANF in C No 30537 of 1991 at the first convenient hearing date.

- Clause 19 SPSF and QSSU agree to support and co-operate with ANF in establishing federal regulation for the public sector nurses referred to in Clause 11 hereof.
- Clause 20 ANF undertakes that it will not by application C No 30537 of 1991 seek an award applying to persons engaged in the areas of employment identified in Schedule A hereof being persons who after the 1st day of July 1991 will continue to be employees of the Crown in Queensland.
- Clause 21 QSSU undertakes not to seek a change to its present constitution rule or list of callings that would extend its coverage to nurses employed by regional health authorities or any employer established under the Queensland legislation made arising from the Health Services Bill 1991 other than nurses employed in the Public Service until 1/7/1991 and who were QSSU members as at that date.
- Clause 22 ANF and QNU undertake not to oppose any application by QSSU to change its constitution rule or list of callings that is confined to the terms provided in Clause 21 hereof.
- Clause 23 QSSU undertakes to become part of a joint bargaining unit with QNU in relation to nurses employed in the Public Service in Queensland who are not presently subject to federal regulation or to be subject to the federal awards contemplated by the terms of this agreement.
- Clause 24 QSSU agrees to oppose applications in any proceedings in the Queensland Industrial Relations Commission which would adversely effect the making, or the terms of, the federal awards referred to in Clauses 11 and 13 hereof.
- Clause 25 It is acknowledged that notwithstanding an amalgamation or similar arrangement between QSSU and any other organisation/union or between SPSF and another organisation then the terms of this agreement shall continue to be binding on any such amalgamated organization.
- Clause 26 It is agreed that references herein to "nurses" refer also to nursing assistants and assistants in nursing.

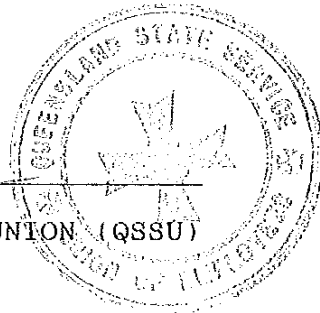
THE PARTIES HERETO HAVE BY SIGNING AND SEALING THIS AGREEMENT INDICATED THEIR ACCEPTANCE OF EACH AND ALL OF ITS TERMS

Mark Smith

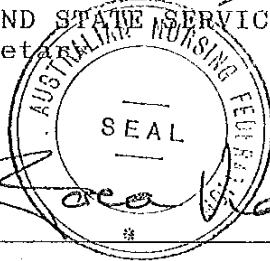


THE STATE PUBLIC SERVICES FEDERATION (SPSF) *
Federal Secretary

[Signature]



THE QUEENSLAND STATE SERVICES UNION (QSSU)
General Secretary



[Signature]

AUSTRALIAN NURSING FEDERATION (ANF)
Assistant Federal Secretary

[Signature]

QUEENSLAND NURSES UNION (QNU)
Secretary

SCHEDULE A

Nurses Registration Board

Board of Nursing Studies.

Department of Health, Nursing Policy Advisory Unit

Occupational Health Nurses employed and designated as
such within Departments of the Queensland Public Service

Government Medical Office

Health & Medical Services (Nursing Home Registration)

Central Specialized Health Services of Department
of Health