

Deed of Agreement

This Deed of Agreement is made on the ^{23rd} day of March 2016.

BETWEEN:

**UNITED FIREFIGHTERS' UNION OF AUSTRALIA, UNION OF EMPLOYEES,
QUEENSLAND**
ABN 97 709 271 604
of 286 Montague Road West End, Queensland 4101 in the State of Queensland
("UFUQ")

AND

QUEENSLAND FIRE AND EMERGENCY SERVICES
ABN 93 035 163 778
of Emergency Services Complex, Cur Park and Kedron Park Roads, Kedron, Qld,
4031, in the State of Queensland ("QFES")

1. Title

This Deed of Agreement shall be known as the '*Graduated removal of reliance by QFES on engaging auxiliary firefighters on 'temporary contracts' in Queensland – Deed of Agreement*'.

2. Purpose

This Deed of Agreement reflects the agreed outcome of discussions between the Parties regarding a graduated reduction in the numbers of auxiliary firefighters separately engaged as Temporary Employees under the *Queensland Fire and Rescue Service Award - State 2012* to fill vacancies in permanent firefighter roles or rosters across the State of Queensland.

3. Interpretation

3.1 In this Deed, unless the context indicates the contrary intention:

- 3.1.1 "Deed" means this Deed of Agreement;
- 3.1.2 "Parties" means the UFUQ and QFES;
- 3.1.3 "Limited Locations" means Ingham Fire Station, Bowen Fire Station, Ayr Fire Station, Charters Towers Fire Station, Atherton Fire Station, Mareeba Fire Station, Warwick Fire Station and Airlie Beach Fire Station; and

3.1.4 “Temporary Employee” means a Temporary Employee engaged under the *Queensland Fire and Rescue Service Award - State 2012* within the meaning of clause 1.7.14 of that Award.

3.2 In this Deed, unless the context otherwise requires:

- 3.2.1 the singular includes the plural and the plural includes the singular;
- 3.2.2 a reference to a statute includes any:
 - a. statute amending, consolidating or replacing the statute; and
 - b. regulation made under the statute as that regulation is in force from time to time;
- 3.2.3 any expression, term, phrase or word used in the Deed is to be interpreted consistently;
- 3.2.4 headings will not be taken into account in interpreting this Deed;
- 3.2.5 a reference to a “clause” is, unless the context clearly indicates otherwise, a reference to a clause of this Deed;
- 3.2.6 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;
- 3.2.7 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;
- 3.2.8 a reference to a “Recital” is a reference to a recital of this Deed;
- 3.2.9 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;
- 3.2.10 a reference to a “day” in these rules is a reference to the days Monday to Friday, public holidays excluded;
- 3.2.11 a reference to a “month” is a reference to a calendar month;
- 3.2.12 a reference to “business hours” in these rules is a reference to the hours of 9.00am to 5.00pm;
- 3.2.13 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;
- 3.2.14 where the last day of any period prescribed or allowed by this Deed for the doing of anything falls on a day which is a gazetted 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 gazetted holiday in that place; and

3.2.15 a reference to a “person” includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal entity, and any executor, administrator or successor in law of the person.

4. Date of operation

This Deed of Agreement operates from the date it is signed by the Parties.

5. Agreement in relation to the engagement of Auxiliary Firefighters

5.1 The Parties agree that:

5.1.1 there will be a reduction by 66% of the total number of auxiliary firefighters separately engaged as Temporary Employees as at the date this Deed of Agreement is signed, across Queensland, by 30 June 2018; and

5.1.2 the residual 34% of Temporary Employees will be reduced to the Limited Locations only by 31 December 2018; and

5.1.3 there will be no auxiliary firefighters separately engaged as Temporary Employees on and from 30 June 2019 at any location, other than a location that may be agreed between the parties to be exempt from this agreement having regard to the purpose of the agreement outlined in clause 2.

5.1.4 notwithstanding anything in clause 5.1.3, the parties acknowledge their intent remains at all times to achieve the removal of any and all reliance by QFES on engaging auxiliary firefighters on temporary contracts.

5.2 The Parties also agree that no auxiliary firefighter will, at any point in the future, be engaged as a:

5.2.1 casual firefighter in any permanent firefighter roles and rosters; or

5.2.2 part-time firefighter in permanent firefighter roles and rosters, or

5.2.3 otherwise employed to fill any vacancies in permanent firefighter roles and rosters.

5.3 The Parties agree that all future vacancies in permanent firefighter roles or rosters across all regions of QFES in Queensland will be filled by a permanent firefighter.

6. Dispute Resolution

6.1 Any disputes arising from the operation or interpretation of this Deed, may be dealt with as a dispute in accordance with the dispute resolution procedure provided at clause 7 of the Award or, in the alternative, in accordance with section 231 of the *Industrial Relations Act 1999*, or any successor legislation.

6.2 The Parties agree that the QIRC will be empowered to conciliate, mediate and arbitrate any such dispute.

6.3 The Parties agree that there will be no challenge as to the jurisdiction of the QIRC, or its power to arbitrate, in the event of such a dispute.

7. Termination, Variation and Operation of this Deed

7.1 This Deed will, to the extent of any inconsistency, prevail over the terms of any other deed, agreement or industrial instrument.

7.2 This deed may only be varied or terminated by agreement, in writing, between the Parties.

8. Enforcement of this Deed

8.1 The Parties intend by the making of this Deed to create legally enforceable terms and conditions.

8.2 The Parties agree that this Deed will be, and is intended to be, legally enforceable at the suit of either of the parties.

8.3 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, and in any action for enforcement of this Deed neither party will object to orders being made in the nature of injunctions and/or orders for specific performance of the duties and obligations under this Deed.

9. General

9.1 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.

9.2 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.

9.3 This Deed is governed by the law in force in the State of Queensland.

9.4 In any proceedings in connection with this Deed, each party submits to the exclusive jurisdiction of the courts of Queensland and waives any right it might have to claim that those courts are an inconvenient forum.

9.5 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 same subject matter.

9.6 .The parties acknowledge and agree that:

9.6.1 each has had an opportunity to obtain independent legal advice about the provisions of this Deed; and

9.6.2 the terms of this Deed are, in all the circumstances, fair and reasonable.

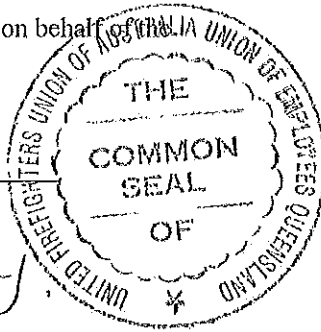
EXECUTED as a Deed.

SIGNED, SEALED and DELIVERED on behalf of
the UFUQ in the presence of:

Signature

Name: JOHN OLIVER

Position: STATE SECRETARY



Signature of witness

DOUG SMITH

Name of witness

SIGNED, SEALED AND DELIVERED on behalf of
QFES:

Signature

Name: K. R. Carroll

Position: Commissioner

Signature of witness

DOUG SMITH

Name of witness

23 March 2016