

## MEMORANDUM OF AGREEMENT

The parties to this agreement shall be Rob Elliott and the Health Services Union ("the HSU")

The parties hereto intend to create a binding legal agreement between them.

### Term of Agreement

- 1 This agreement shall commence on the coming into effect of the HSU Branch created by the amalgamation of the Victoria No 1, Victoria No 3 and NSW branches of the HSU (HSU East") and will operate for 4 years from that date. 2/9/2010

### Salary and superannuation

- 2 Rob Elliott shall be employed by the HSU at an initial annual salary of \$150,000 per year
- 3 On the 1<sup>st</sup> October of each year that the agreement is in operation the annual salary paid shall be adjusted by a percentage amount equivalent to the consumer price index change for the preceding year to the 30<sup>th</sup> June.
- 4 The HSU shall pay a sum equivalent to 9% of Rob Elliott's salary to a superannuation fund nominated by him.

### Nomination to HESTA Board

- 5 The HSU shall continue to nominate Rob Elliott to be one of the HSU's nominee directors to the board of the Health Employees Superannuation Trust of Australia ("HESTA"). Rob Elliott shall retain all and any directors' fees or associated payments paid in respect to his role as HESTA director.

#### Duties

6 Rob Elliott is employed to provide strategic and policy advice, counsel and support and consultancy to HSU East on:

- National health and community services policy issues
- Superannuation matters and retirement incomes policy
- Corporate governance and rules matters
- National industrial relations policies and direction

#### Accumulated entitlements

7 Rob Elliott shall be credited all unused sick leave and annual leave accumulated in his employment with the Victorian Nos 1 and 3 branches since his resignation from the position of National Secretary of the HSU. Additionally Rob Elliott shall be credited with 1.71 weeks of long service leave for every year since his resignation from the office of National Secretary of the HSU and will be credited 1.71 weeks long service leave for every year of the operation of this agreement.

#### Restrictions on employment - 'Non-compete'

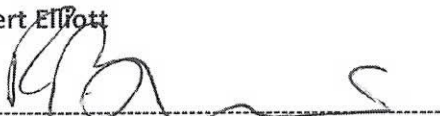
8 During a period of 5 years from the date of commencement accept any employment with, or provide any advice, counsel, paid or otherwise, to any of the following:

- a union or organisation of employees and in particular and without limiting the generality of this provision the ANF, the AMWU, the AWU or any union or organisation offering services in or in relation to the public sector;
- an employer organisation and in particular and without limiting the generality of this provision an employer organisation representing employer members or offering industrial services to employers in the health and community services sector;
- an employer providing employment in the health and community services sector

without the express permission in writing of the General Secretary of HSU East.

Signed

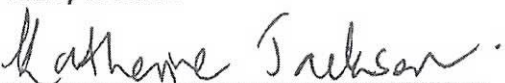
Robert Elliott



Date 25 / 2 / 10

*On behalf of the HSU*

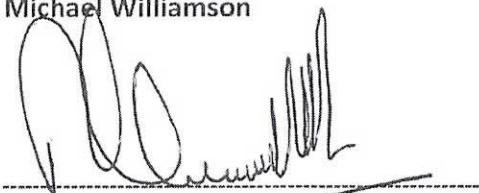
Kathy Jackson



Date 25 February 2010

National Secretary Health Services Union  
Branch Secretary Victoria No 3 Branch Health Services Union  
Executive President Nominate, HSU East

Michael Williamson



Date 25/2/10

National President, Health Services Union  
Branch Secretary, Health Services Union NSW Branch  
General Secretary Nominate, HSU East

**APPENDIX**

This appendix shall form an appendix to the Agreement entered into between the Health Services Union and Rob Elliott, dated 25<sup>th</sup> February 2010 regarding his employment with the HSU on the coming into effect of the HSU Branch created by the amalgamation of the Victoria No 1, Victoria No 3 and the NSW branches of the HSU (HSU East).

The parties acknowledge that although the agreement is one for the employment of Rob Elliott his role will be in effect one of consultant to the Branch.

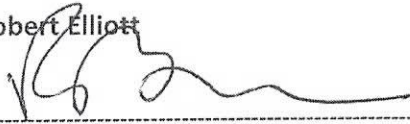
As such his time will be costed at \$2000 per day so that, in any given year, Rob Elliott shall be available to the union for 75 days per year.

Rob Elliott will be based in Melbourne and work from the Melbourne offices of HSU East,

The parties shall agree the pattern of hours or days in which Robert Elliott shall be available to do work for the HSU; for example whether on the basis of regular weekly hours, in blocks of days or weeks, or a combination of the two.

Signed

Robert Elliott




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Date

25/2/10

On behalf of the HSU

Kathy Jackson



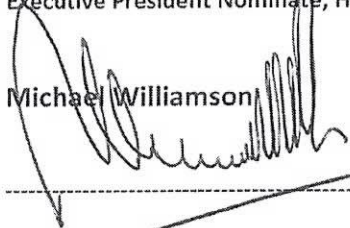
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Date

25/2/10

National Secretary, Health Services Union  
Branch Secretary, Health Services Union Victoria No 3 Branch  
Executive President Nominate, HSU East

Michael Williamson



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Date

25/2/10.

National President, Health Services Union  
Branch Secretary, Health Services Union NSW Branch  
General Secretary Nominate, HSU East