

ENTERPRISE AGREEMENT

NO: E.A. 62 /1995

DATE REGISTERED: 28-2-95

PRICE: \$ 14-00

F I E L D F O R C E

THIS ENTERPRISE AGREEMENT is made on the 4th day of November 1994 between:

FIELDFORCE SERVICES PTY LTD a company duly incorporated in the State of New South Wales and having its office at 4/40 MacMahon Street, Willoughby in the said State (hereinafter referred to as "Fieldforce") of the one part; and

EMPLOYEES OF FIELDFORCE engaged under the terms and conditions of this Agreement.

This is an Enterprise Agreement made pursuant to the provisions of Part 3, Division 2 of the Industrial Relations Act 1991 (NSW) between the parties referred to above for the purposes of regulating terms and conditions of employment.

WHEREAS:

- A. Fieldforce has entered into a contract with the Water Board to provide meter reading services in the Northern Region of the Water Board.
- B. Under this contract the Water Board requires that Fieldforce provides these meter reading services during a period of no more than 8 weeks in each quarter. Each period during which meter reading services are required by the Water Board will be followed by a period of about 5 weeks during which the Water Board does not require Fieldforce to perform meter reading services.

TERMS OF AGREEMENT

SCOPE

This Agreement shall apply to all employees engaged on either a permanent periodic basis or on a casual basis by Fieldforce within the State of New South Wales.

1. THE JOB

The work to be performed will be meter reading services including but not limited to the duties in the schedule to this contract.

Employees will be required to perform duties diligently and competently complying with all lawful instructions.

2. ENGAGEMENT

- (a) Employees will be employed for periods each of about 8 weeks (a work period) which shall commence on or about the first days of January, April, July and October in each year.

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F I E L D F O R C E

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- (b) Employees will terminate pursuant to this Agreement at the end of each work period.
- (c) The employees will be required to present themselves for work at the commencement of the next work period at which time they will, pursuant to this Agreement, commence employment for that work period.
- (d) The employee will not be employed by Fieldforce between work periods and will not be paid between work periods.
- (e) Each period of employment will be a separate and discrete period.

3. HOURS OF WORK

The hours of work shall be between 7.30 a.m. to 4.30 p.m. Work may be performed outside these hours provided such work is performed during daylight hours. Work shall not be performed on Sundays or public holidays without the prior approval of Fieldforce. In any event the ordinary hours of work under this Agreement shall not exceed forty (40) hours per week. All work performed in excess of forty (40) hours shall be paid for at the rate of time and a quarter.

4. WAGES

The salary on commencement of employment will be \$93.00 per day.

A performance bonus will be paid in accordance with Fieldforce policy if performance targets specified by Fieldforce are met.

A motor vehicle allowance of 03 cents per meter shall be paid.

Payment shall be fortnightly direct deposit into a financial institution nominated by the employed and approved by Fieldforce.

5. PAYMENT WITH RESPECT TO ANNUAL LEAVE

On the termination of each period of employment the employees will be paid their monetary entitlement under the Annual Holidays Act 1994.

6. TRADE SECRETS AND CONFIDENTIALITY

Other than as required in the performance of their duties, employees must not:



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- (a) disclose directly or indirectly during the term of this Agreement or after its termination any trade secrets, financial, business, confidential or other information belonging to or concerning Fieldforce, without prior approval of Fieldforce; and
- (b) use or attempt to use any of Fieldforce information in any manner which causes or may cause loss or injury to Fieldforce.

Upon termination of this Agreement employees will immediately deliver up to Fieldforce all correspondence, reports, documents, information, and property belonging to Fieldforce which may be in their possession or under their control.

7. MOTOR VEHICLE AND DRIVER'S LICENCE

- (a) Each employee will be required to have access to and use their own motor vehicle which must:
 - (i) be registered.
 - (ii) have current comprehensive insurance. Proof of this insurance must be provided to Fieldforce prior to commencement of employment and at such other times as required.
 - (iii) be a model acceptable to Fieldforce.
 - (iv) be kept in a clean condition and appearance acceptable to Fieldforce.
 - (v) be kept in a good state of mechanical repair; and
 - (vi) have a Fieldforce logo affixed to it when being used in the course of employment.
- (b) Each employee must have an appropriate current NSW Driver's Licence.

8. UNIFORMS AND IDENTIFICATION

Employees will be provided with a uniform which must be worn while working. The uniform must be maintained by the employee in a clean and tidy condition.

Each employed will be supplied with a Fieldforce identification badge which must be worn at all times when the employee is working.

9. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated by either party

giving two weeks notice to the other or by Fieldforce making payment in lieu of notice.

(b) Notwithstanding subclause (a) of this clause and anything else contained in this Agreement Fieldforce may immediately terminate this contract at any time in the event that:

(i) an employee is guilty of any dishonesty, fraud, misconduct or neglect of duty; or

(ii) an employee is in breach of any of the terms of this contract.

(iii) For the purpose of this clause misconduct shall include entering guessed or estimated readings.

10. OBLIGATIONS

Each employee shall devote such time, attention and abilities as may be necessary for the satisfactory completion of the duties under this Agreement.

Each employee shall carry out all duties in accordance with the procedures outlined during the initial training provided and shall comply with all reasonable requests, directions and policies of Fieldforce.

11. SICK LEAVE

(i) Employees covered by this Agreement are entitled to one (1) weeks paid sick leave per annum subject to the provisions of this clause.

(ii) In order to qualify for sick leave an employee must produce a medical certificate to Fieldforce or in the absence of a medical certificate such other evidence as may be satisfactory to Fieldforce.

(iii) Payment for sick leave shall be at the rate of \$93.00 per day up to a maximum of one (1) weeks pay per annum.

12. TERM

This Agreement shall have a duration of twelve (12) months from the date of registration.

F I E L D F O R C E

SCHEDULE

THE DUTIES

DUTIES

- * Locate correct property.
- * Where necessary collect keys.
- * Locate meter.
- * Verify meter location details in data cap are correct. If necessary alter location details.
- * Check that property address in data cap is correct. If necessary enter freeform comment.
- * Check that number on meter is the same as that showing on data cap. If necessary change meter details.
- * Read meter correctly from left to right. Enter reading into data cap.
- * All meter condition situations must be investigated and acted upon.
- * Ensure that all properties are in logical sequences, if not then sequence correctly.
- * Where necessary enter freeform message re keys, contact phone numbers etc.
- * Advise supervisor if in any doubt about the correct procedure.
- * As directed undertake certificate and/or special reads.
- * Where access to property is not available leave appropriate card filled out completely and record in data cap.
- * Pick up and return work to a location as designated by Fieldforce.


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RC B

SCHEDULE 2

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT WAS NOT ENTERED INTO UNDER ANY DURESS WHATSOEVER.



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END

SCHEDULE 1

SIGNED BY MEMBERS OF THE WORKS COMMITTEE:

FULL NAME

SIGNATURE

DATE

Gary Leslie Bond
Peter Boyce Hull
Rick Spinelli

[Handwritten signatures of Gary Leslie Bond, Peter Boyce Hull, and Rick Spinelli]

4-11-94
4-11-94
7-11-94

The Common Seal of
FIELDFORCE SERVICES
PTY LTD was hereunto
duly affixed in the
presence of:



[Handwritten signature of Douglas Rennie]

DOUGLAS RENNIE
DIRECTOR. 7.11.94

[Handwritten signature of Kim Cahill]
KIM CAHILL
DIRECTOR 7.11.94