

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/166

TITLE: Bartter Enterprises Blackhill Laboratories Agreement 2000

I.R.C. NO: 2001/2768

DATE APPROVED/COMMENCEMENT: 30 April 2001/1 July 2000

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 8 June 2001

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees who work as Draughtsmen, Planners, Technical Officers &c. (State) Consolidated Award.

PARTIES: Bartter Enterprises Pty Ltd -&- National Union of Workers, New South Wales Branch.



Bartter Enterprises

Blackhill Laboratories Agreement 2000

1. TITLE

This agreement shall be known as the Bartter Enterprises Blackhill Laboratories Agreement 2000.

2. SCOPE AND PARTIES

This agreement is made by Bartter Enterprises ("the company") and the National Union of Workers NSW Branch ("the union"). This agreement is made in relation to employees of the company employed at the company's Blackhill Laboratories ("the site"); engaged in or in connection with the manufacturing of vaccine and diagnostic laboratory work (including Animal Houses) that are members of the National Union of Workers, NSW Branch. The agreement does not cover administration employees under the Bartter Enterprises Clerical Agreement 2000 – 2002.

3. DURATION OF AGREEMENT

This agreement will come into effect on and from 1st July 2000 and will remain in force until 30 June 2002. Not less than 2 months before the nominal date of expiry of the agreement; the company and the union will meet to discuss the renewal of the agreement.

4. OBJECTIVE

The objective of this agreement is to assist the laboratories in achieving world class performance in quality, cost, and safety; and to improve the skill base, provide a career path, enhance job security, reduce waste, improve training and share workloads.

5. PARENT AWARD

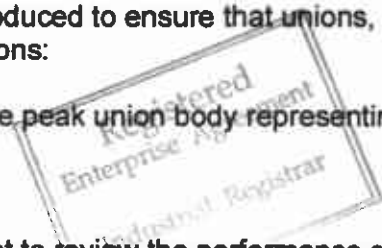
Where this agreement is silent, the terms of the Draughtsmen, Planners, Technical Officers (State) Award will apply; provided that the overall objective of this agreement is not subverted. The parties undertake to produce a comprehensive agreement containing all conditions of employment and have it registered during the life of this agreement.

6. REPRESENTATION, CONSULTATION AND SHARING OF INFORMATION

The following arrangements will be maintained or introduced to ensure that unions, employees and the company maintain full and open communications:

The Single Bargaining Unit ("SBU") will continue as the peak union body representing employees and unions.

The SBU will meet bi-monthly with senior management to review the performance of the business, Beresfield operations, details of the company's overall business improvement plan, and any other matters required to enable the SBU to carry out its functions effectively. The meetings will be attended by senior company officers together with site management. The meetings will be chaired by the Chairman of the SBU.



7. RECOGNITION OF UNIONS AND UNION DELEGATES

The company recognises the SBU and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at Beresfield and adjacent and ancillary operations ("relevant employees"). During the life of the agreement, the company will:

- not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;
- not employ any relevant employee under an Australian Workplace Agreement;
- encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and
- provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that company operations are not unduly affected.

8. REDUNDANCY

The Bartter Enterprises NSW Operations Redundancy Agreement (Attachment 1) applies to employees employed pursuant to this agreement.

9. CLASSIFICATION STRUCTURE & WAGE RATES

Employees will be classified in accordance with the following classification structure. Existing employees will be notified of their proposed classification level within 14 days after the registration of this agreement. Employees will have the right to dispute the classification level proposed and this will be advised to the employer by the employee or union delegate. A meeting will then be held involving the Laboratory Manager, the Human Resources Manager or nominee, the employee and the employees union delegate (the delegate shall have the right to ask for the assistance of the union organiser). The appropriate classification level will be determined by the meeting. If the meeting fails to determine the appropriate classification level, the disputes procedure will be used.

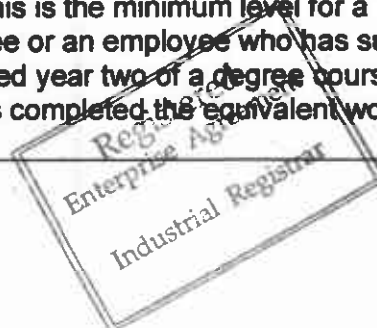
New employees will be notified of their classification level at the time of employment.

Employees may request their classification to be reviewed at any time.

Level	Title	Description
1	Trainee Laboratory Assistant	A new employee on three months probation with no relevant experience, who is currently undertaking induction training.
2	Laboratory Attendant	An employee who is able to perform labouring and/or laboratory cleaning tasks under general supervision. The employee will have the following skills: Knows which cleaning products to use Knows location of cleaning equipment Knows how to dispose of waste / laundry Knows how to sort, wash and prepare equipment for sterilisation



		<p>Knows where to pack / unpack equipment</p> <p>Knows how to clean benches, floors, walls, windows and air conditioning</p> <p>Knows how to maintain stock levels</p> <p>Can perform basic clerical functions (eg answer phone, photocopying)</p>
3	Laboratory Assistant	<p>An employee who is able to perform all laboratory cleaning tasks unsupervised and who assists with more technical laboratory duties. The employee is able to perform all Level 3 tasks as well as additional tasks chosen from the following</p> <p>Operate autoclave</p> <p>Prepare sterilisation documentation</p> <p>Assist with test sample preparation</p> <p>Weighing, labelling and storage of samples</p> <p>Basic computer keyboard work</p> <p>Stock inventory control and associated documentation</p> <p>Animal care and maintenance related to diagnostic, and vaccine preparation.</p> <p>Animal sampling techniques</p> <p><u>Note:</u> This is the minimum level for an employee who holds a laboratory skills certificate or appropriate material handling certificate (eg fork ticker / drivers licence) or an employee who has completed the equivalent work experience.</p>
4	Technical Officer	<p>An employee who can perform lower level tasks (if required) and who is able to perform basic laboratory tests or functions an assist with more technical laboratory work. The employee will be able to perform the following tasks in addition to Level 3 tasks:</p> <p>Aseptic techniques, use of and</p> <p>Perform at least one basic test (eg accessions, stomacher, egg mortality, plate counts)</p> <p>OR</p> <p>Prepare media and / or cultures</p> <p>Prepare necessary documentation.</p> <p><u>Note:</u> This is the minimum level for an employee with relevant tertiary qualifications or who is studying for a Diploma / Degree or an employee who has completed the equivalent work experience.</p>
5	Experienced Technical Officer	<p>An employee who is experienced in the work performed by Technical Officers and who can perform a wider range of tasks then expected of a Technical Officer.</p> <p><u>Note:</u> This is the minimum level for a Diploma qualified employee or an employee who has successfully completed year two of a degree course or an employee who has completed the equivalent work experience.</p>



6	Scientific Officer	<p>An employee who works under the supervision of a higher level scientific officer as to method and approach to their work. An employee at this level may be required to assist and check work of technical staff. Can perform basic laboratory tests unsupervised. An employee at this level will :</p> <p>Perform all basic laboratory tests / procedures Knowledge of vaccine production procedures Complete result sheets and result calculations Write reports Check laboratory reports / documentation</p> <p>Note: This is the minimum level for a degree qualified employee or an employee who has completed the equivalent work experience.</p>
7	Experienced Scientific Officer	<p>An employee who conducts scientific work without detailed supervision but with guidance on unusual features.</p>
8	Senior Scientist	<p>An experienced Scientific Officer who, in addition to their duties as an experienced Scientific Officer, supervises other technical and scientific staff and prepares work instructions.</p>

10. WAGE INCREASES

Wages, salaries and allowances of employees covered by this agreement will be increased by 3% from the first full pay period on or after 1 July 2000 and by 4% from the first full pay period on or after 1 July 2001. In addition, employee's wages and salaries will be adjusted as a result of implementation of the new classification structure. No employee's wage or salary will reduce as a result.

MINIMUM WAGE RATES

LEVEL	RELATIVITY	RATE FROM 1 JULY 2000	RATE FROM 1 JULY 2001
1. Trainee Laboratory Assistant	C14	\$ 11.00 per hour	\$ 11.44 per hour
2. Laboratory Attendant	C13	\$ 12.00 per hour	\$ 12.48 per hour
3. Laboratory Assistant	C12	\$ 13.00 per hour	\$ 13.52 per hour
4. Technical Officer	C10	\$ 14.00 per hour	\$ 14.56 per hour



5. Experienced Technical Officer	C7	\$ 15.50 per hour	\$ 16.12 per hour
6. Scientific Officer	C5	\$ 17.00 per hour	\$ 17.68 per hour
7. Experienced Scientific Officer	C3	\$ 19.00 per hour	\$ 19.76 per hour
8. Senior Scientist	C2	\$ 20.00 per hour	\$ 20.80 per hour
Supervisory Allowance		\$ 1.50 per hour	\$ 1.56 per hour

11. HOURS OF WORK, OVERTIME, CALL OUTS AND WEEKEND WORK.

WAGED LEVELS 1, 2, 3 and 4.

Employees at Level 1, 2, 3 and 4 will be employed under a 36 hour per week arrangement and will be deemed waged employees. Employees at these levels will be rostered for 38 hours per week and paid 2 hours at overtime rates (this amount shall be the employees weekly rate for all purposes). By mutual agreement between the company and any employee at this level the ordinary rostered hours may be rescheduled to 36 hours per week. Any time worked in excess will be paid at the appropriate overtime rates as per the parent award provided that the employee may elect to take time off in lieu of overtime, if mutually agreed with the Laboratory Manager.

SALARIED LEVELS 5, 6, 7 and 8.

Employees at Level 5, 6, 7 and 8 will be employed under a 40 hour week arrangement and will be deemed salaried employees. Salaried employees are required to work the necessary hours to complete the inherent requirements of the position. Time off in lieu will be accrued for those employees that work in excess of 40 hours per week but less than 45 hours per week (Monday to Friday). The accrual is time for time ie 3 hours worked equals 3 hours time off in lieu. To allow the current practice of flexibility of start / finish times to continue, any time worked up to 30 mins in excess of ordinary hours on a single day will not be deemed overtime (this provision will not be used to regularly extend daily work hours by up to 30 minutes). Overtime worked in excess of 30 minutes per day must be with the express approval of the Laboratory Manager.

Time of in lieu must be taken within 28 days of the time being accrued otherwise will be paid in the next month salary at overtime rates.



For those employees that work in excess of 45 hours per week (Monday to Friday), they will be paid at the appropriate overtime rates.

UNSCHEDULED CALL OUTS

If an employee is called to return to the site to attend to alarms or other urgent situations, they will be paid for a minimum of 4 hours at the appropriate overtime rate. No mileage reimbursement shall apply.

PLANNED WEEK-END WORK

All parties agree to minimise the number of employees required to attend for regular week-end work. It is the full intention for only one appropriately skilled employee to be rostered to attend the site. Appropriate training will be provided to achieve this outcome.

Payment for planned Week-End work will be paid for a minimum of 4 hours at the appropriate overtime rate. No mileage reimbursement shall apply.

Note: the "appropriate overtime rate" shall be:

- Monday to Friday – time and a half for the first two hours then double time provided that all time in excess of 45 hours each week shall be double time.
- Saturday & Sunday – double time.
- Public Holidays – triple time.

12. SUPERANNUATION

Waged Levels - Levels 1,2,3 and 4

The company will contribute the required legislative amount into the company nominated complying fund as per current arrangements.

Salaried Levels – Levels 5,6,7 and 8

The company will contribute 10% of ordinary earnings into the company nominated complying fund as per current arrangements.

Employees shall have the right to elect to have their superannuation paid into the union super fund (Labour Union Co-operative Retirement Fund).

13. RESOLUTION OF DISPUTES AND GRIEVANCES

Where employees or the union have a grievance or claim; the matter shall be raised with the relevant supervisor. If the matter is not resolved, it shall be raised with the Laboratory Manager or his nominee. If the matter is not resolved, the union and the company's nominated representative will meet to discuss and resolve the issue.

Any grievance or dispute that cannot be resolved by the company and the union will be referred to the NSW Industrial Commission. Whilst this process is being followed, work shall continue as normal unless there is a genuine risk to employee safety. In this context "as normal" means that the work will be carried out in the same manner as applied immediately prior to the occurrence of the dispute or grievance.

14. COMPANY POLICIES AND STANDARDS

All employees will comply with company policies and standards as amended from time to time. In particular, the employees are required to comply with the company's Occupational Health and Safety Policy and its Drug and Alcohol Policy



15. COMPASSIONATE LEAVE

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

16. SICK LEAVE

Wages employees shall be entitled to ten days sick leave per year paid at the daily all purpose rate. Employees are required to notify the Laboratory before their rostered start time. Employees will be required to produce a medical certificate to claim sick leave in accordance with the provisions of the parent award.

Salaried employees shall continue to have access to the staff sick leave scheme.

17. UNION PICNIC DAY

Employee shall be entitled to one paid days leave per calendar year in lieu of the union picnic day.



ATTACHMENT 1
BARTTER ENTERPRISES
NSW REDUNDANCY AGREEMENT

1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

2. DEFINITIONS

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

"Casual employee" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

"Part time employee" means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

"Redundancy" means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements.

"Redundancy" does not include:

(a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;

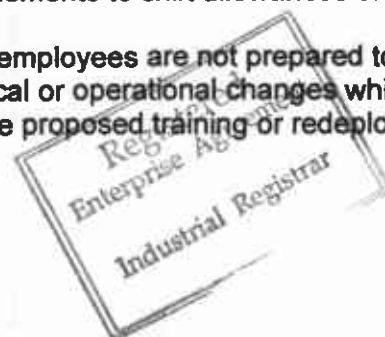
(b) termination of employment due to retirement;

(c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;

(d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

(e) situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by



the company and the union to be reasonably within the employee's capability;

(f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or

(g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

"The company" means Barter Enterprises

"The unions" means those unions participating in the company's Beresfield site single bargaining unit, and includes the AMIEU; AWU; AMWU; ASU; ETU; NUW; SAWEFA; and TWU.

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

"Work Area" means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

3. CONSULTATION

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the relevant union or unions. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the unions will jointly seek alternatives to redundancies.

4. STEPS TO AVOID REDUNDANCIES

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

5. SELECTION FOR REDUNDANCY

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.

(b) In the event that there are insufficient volunteers, or the company's operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;



- long term operational requirements as to employee skills, experience and potential; and
- considerations of seniority, equity and fairness.

(c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- the company's medium and long term skill requirements; and
- other things being equal, those employees with the longest service shall have first preference for redundancy.

(d) Where the relevant union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 10, Resolution of Disputes.

6. NOTICE OF REDUNDANCY

(a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.

(b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.

(c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.

(d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

7. PAYMENTS UPON TERMINATION OF EMPLOYMENT

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

(a) 4 weeks' pay;

(b) a further 4 weeks' pay for each year of service, calculated to completed quarters;

provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.

(c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and

(d) accrued long service leave entitlements in accordance with the applicable NSW



legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.

8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

9. TREATMENT OF CASUAL EMPLOYEES

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.

10. RESOLUTION OF DISPUTES

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.



SIGNATORIES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print: G.C.R. Frost

Witness Name Kate Oberg

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Position: CEO

Date: 21/11/2000

Date 21-11-00

Signed for AND on behalf of: - National Union of Workers -NEW SOUTH WALES BRANCH

Name Print: F. BELIAN

Witness Name JENNIFER LORD, J.P.

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Position: STATE SECRETARY

Date: 4 DEC 2000

Date 4.12.00

