



**HOYA LENS AUSTRALIA**

**ENTERPRISE**

**AGREEMENT 2000**



**PART A - GENERAL CONDITIONS**

**1. TITLE**

This Agreement shall be known as the Hoya Lens Australia Enterprise Agreement, 2000.

**2. ARRANGEMENT**

Clause No.                      Subject Matter

**PART A - GENERAL CONDITIONS**

- |     |                              |
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**PART B - MONETARY RATES**

Table 1 - Rates of Pay



### 3. DEFINITIONS

"Agreement" shall mean Hoya Lens Australia Enterprise Agreement, 2000.

"Commission" shall mean the Industrial Relations Commission of New South Wales

"Company" shall mean Hoya Lens Australia Pty Ltd.

"Parent award" shall mean the Mechanical Opticians (State) Award.

"Union" shall mean the Australian Manufacturing Workers' Union.

"The Act" refers to the *Industrial Relations Act 1996 (NSW)*

### 4. PARTIES

The parties to this Agreement are: Hoya Lens Australia Pty Ltd, trading and carrying on business at 44-54 Bourke Road, Alexandria, New South Wales and the Australian Manufacturing Workers' Union (Registered as AFMEPKIU), New South Branch.

### 5. COVERAGE AND NOMINAL TERM

- 5.1 This Agreement shall apply to all employees within scope of clause 32, Area, Incidence and Duration of the parent award.
- 5.2 This Agreement shall apply from the beginning of the first full pay period on or after the date of approval by the Commission and shall remain in force for a period of twenty four months.

### 6. RELATIONSHIP TO PARENT AWARD

This Agreement applies in conjunction with the parent award except where inconsistent with this Agreement, in which case the terms of this Agreement shall prevail.

Hoya Lens Australia  
Enterprise Agreement 2000



## 7. WAGES

7.1 **Wages** - The Company shall pay all employees in accordance with Table 1 of Part B from the first pay period to commence on or after 9 February 2000. Subject to clause 7.2 of this agreement, there shall be no extra claims during the life of this agreement.

7.2 **GST Impact** - The parties to this agreement understand that the introduction of the goods and services tax (GST) in July 2000 may affect the real wages of the employees covered by this agreement.

The parties undertake to review the impact of the GST on real wages at regular intervals during the life of this agreement. Any such review will take into account the income tax reductions coinciding with the introduction of the GST.

7.3 **Payment of Wages** - At the commencement of this agreement, the weekly pay period shall be Monday to Sunday. Wages shall be paid no later than the Thursday immediately following the end of the pay period.

## 8. TRAINING

8.1 **Statement of Intent**

The parties to this Agreement recognise the importance of training and skill development to improve the efficiency and productivity of the Company's operations, enhance job satisfaction and positively assist in achieving the objectives of the Company.

8.2 The parties commit themselves to the following objectives with respect to training and career paths:

8.2.1 developing a more highly skilled and flexible workforce;

8.2.2 providing employees with career opportunities through appropriate in-house training to acquire additional skills compatible with the Company's

operational requirements;

8.2.3 progression through the award classification structure; and

8.2.3 removing barriers to the utilisation of such skills acquired.

8.3 During the nominal term of this Agreement, the Company shall meet with employees for the purpose of reviewing an individual's skills, qualifications and work experience.

8.4 Following the completion of the review in 8.3 above, the Company will identify areas where training is considered necessary and desirable by the Company. Appropriate in-house training programs may then be developed and implemented by the Company to address such areas and promote the objectives in 8.2 above.

#### 9. DELEGATE TRAINING

9.1 A duly authorised union delegate may proceed on a union training course on not more than four days in a calendar year, subject to the following conditions:

9.1.1 The Company must be consulted about the course as to its nature and content.

9.1.2 The Company must be given at least four weeks written notice of the delegate's desire to attend such a course. A lesser period of notice may be substituted with the consent of the Company.

9.1.3 The delegate shall not attend the course unless written approval has been given by the Company. Provided that the Company shall not unreasonably withhold its approval.

9.1.4 The Company shall not incur any liability in respect of the cost of a course or travel to and from the place, where a course is conducted.

9.1.5 A delegate participating in a union training course in attendance with this

clause shall be paid his or her ordinary pay. Provided that the Company may require a delegate to produce proof of any such attendance.

9.1.6 The union training course days referred to in subclause 9.1 are not cumulative from year to year.

9.1.7 The Company may be requested to approve leave in accordance with this clause for leave not in excess of 8 days in a calendar year.

9.1.8 Where a disagreement arises concerning this clause, the parties undertake to observe clause 13, Grievance Procedure of this Agreement.

## 10. CASUAL EMPLOYEES

Upon the attainment of six months service, the position of a casual employee shall be reviewed by the Company. The purpose of the review is to assess an employee's prospects of full-time employment with the Company.

## 11. RIGHT OF ENTRY

Notation: Refer to s.298 of the Act.

## 12. FUTURE NEGOTIATIONS

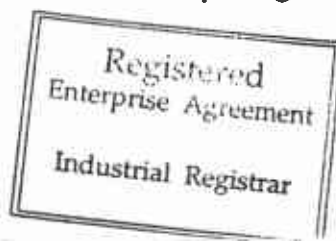
The parties to the Agreement will commence negotiations for a new Agreement no later than 3 months prior to the expiry of this Agreement.

## 13. GRIEVANCE PROCEDURE

13.1 The procedure for the resolution of industrial dispute is as follows.

13.2 Procedure relating to a grievance of an individual employee

13.2.1 The employee is required to notify the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.



- 13.2.2 A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 13.2.3 Reasonable time, to be agreed upon by all parties, must be allowed by discussion at each level of authority.
- 13.2.4 At the conclusion of the discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 13.2.5 While a procedure is being followed, normal work must continue.
- 13.2.6 The employee may be represented by the Union during this procedure. The Company will not deny a request by an employee for such representation.
- 13.2.7 If the matter remains unresolved, it shall be referred to the Commission.

**13.3 Procedure for a dispute between the Company and the employees.**


- 13.3.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 13.3.2 Reasonable time, to be agreed upon by all parties, must be allowed for discussion at each level of authority.
- 13.3.3 While a procedure is being followed, normal work must continue.
- 13.3.4 The Company may be represented by an industrial organisation of employers and the employees may be represented by the Union for the purposes of each procedure.



13.4.4 If the matter remains unresolved, it shall be referred to the Commission.

**14. SIGNATORIES**


Signed for and on behalf of Hoya Lens Australia Pty Ltd


  
.....  
(Signature of Witness)

  
.....  
(Signature)

*SAMUEL LABOUR*  
.....  
(Name of Witness)

Signed by the Australian Manufacturing Workers' Union (Registered as AFMEPKIU),  
New South Wales Branch

  
.....  
(Signature of Witness)

  
.....  
(Signature)

*J. W. GRAY*  
.....  
(Name of Witness)



**PART B - MONETARY RATES**

Table 1 - Rates of Pay

<b>Classification</b>	<b>Rate Per Week f.p.p. 9/2/00 \$</b>	<b>Rate Per Week f.p.p. 1/10/00 \$</b>	<b>Rate Per Week f.p.p. 1/7/01 \$</b>
Optical Worker 1	376.50 471.24	475.86 /	485.38
Optical Worker 2	495.72	500.58	510.59
Optical Worker 3	537.54	542.81	553.67
Optical Worker 4	547.74	553.11	564.17
Optical Mechanic 1	607.92	613.88	626.16
Optical Mechanic 2	627.30	633.45	646.12
Optical Mechanic 3	642.60	648.90	661.88

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**Hoya Lens Australia  
Enterprise Agreement 2000**

Registered  
Enterprise Agreement  
Industrial Registrar