

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/142

TITLE: Hoya Lens Australia Enterprise Agreement 2003

I.R.C. NO: IRC3/1418

DATE APPROVED/COMMENCEMENT: 10 April 2003

TERM: 10 April 2006

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/172

GAZETTAL REFERENCE: 18 July 2003

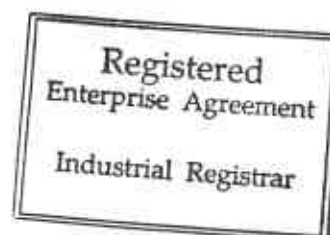
DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company who fall within the coverage of the Mechanical Opticians (State) Award

PARTIES: Hoya Lens Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch





HOYA LENS AUSTRALIA

ENTERPRISE

AGREEMENT 2003



1
PART A - GENERAL CONDITIONS

1. TITLE

This Agreement shall be known as the Hoya Lens Australia Enterprise Agreement, 2003.

2. ARRANGEMENT

Clause No.	Subject Matter
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PART A - GENERAL CONDITIONS

- | | |
|-----|------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Definitions |
| 4. | Parties |
| 5. | Coverage and Nominal Term |
| 6. | Relationship to Parent Award |
| 7. | Wages |
| 8. | Training |
| 9. | Annual Leave |
| 10. | Anti-Discrimination |
| 11. | Consultative Committee |
| 12. | Future Negotiations |
| 13. | Grievance Procedure |
| 14. | Labour Hire |
| 15. | Delegate Training |
| 16. | Union Delegates |
| 17. | Signatories |

PART B - MONETARY RATES

Table 1 - Rates of Pay

Hoya Lens Australia
Enterprise Agreement 2003



3. DEFINITIONS

"Agreement" shall mean Hoya Lens Australia Enterprise Agreement, 2003.

"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 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

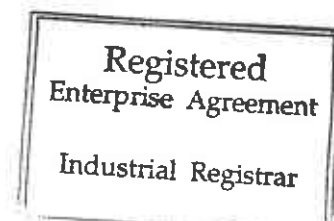
5. COVERAGE AND NOMINAL TERM

- 5.1 This Agreement shall apply to all employees of the Company 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 three years.

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.

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7. WAGES

- 7.1.1 Wages – The Company shall pay all employees in accordance with Table 1 – Rates of Pay of Part B - Monetary Rates from the first pay period to commence on or after 1 July 2002. The parties acknowledge that those rates represent an increase (the first increase) of 6%. The wage rates in Table 1 – Rates of Pay of Part B - Monetary Rates will apply until the second increase occurs pursuant to clause 7.1.2(a).
- 7.1.2 Wage rate increases – Weekly rates of pay shall increase as follows:
- (a) a 6% increase shall take effect from the first full pay period to commence on or after 12 months after the date of approval of this Agreement by the Commission (the second increase), and
 - (b) a 6% increase shall take effect from the first full pay period to commence on or after 24 months after the date of approval of this Agreement by the Commission (the third increase).
- 7.1.3 Adjustment for inflation – With the exception of the rates of pay to take effect on the first full pay period to commence on or after 1 July 2002, should the inflation rate exceed 6% at the time of the second or third increases, employees under this Agreement shall receive an increase equivalent to the inflation rate in lieu of that 6% increase. The parties acknowledge that employees shall be entitled to an increase equivalent to 6% OR an increase equivalent to the inflation rate not both.
- 7.1.4 For the purposes of this clause, the inflation rate to be applied shall be the current CPI % change published at the time of the increase by the Australian Bureau of Statistics in catalogue number 6401.0, (ABS CPI % change for the weighted average of eight capital cities for all groups).
- 7.2 Payment of Wages - 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.
- 7.3 There shall be no extra claims during the life of this agreement. As a result of the introduction of this Agreement, employees shall no longer receive any discretionary bonuses from the Company.

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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 or external 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.

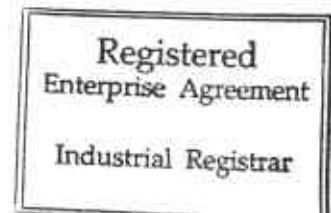
8.3 During the nominal term of this Agreement, the Company shall meet with employees for the purpose of reviewing an individual's skills, qualifications and work experience.

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. ANNUAL LEAVE

9.1 This clause is intended to promote flexibility in the method of taking annual leave so employees may take shorter or extended periods of annual leave with the consent of the Company.

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- 9.2 Where agreed between the Company and an employee, the taking of annual leave may be deferred for an agreed period. However, annual leave must be given by the employer and shall be taken by the employee before the expiration of a period of one and one half years after the date upon which the right to such annual leave accrues. Such agreement shall be recorded in writing.
- 9.3 Employees may take accrued annual leave in blocks of up to 8 weeks with the consent of the Company, provided wherever practicable an employee shall submit his/her request to the Company at least six months prior to taking such a block of annual leave, otherwise at least two months prior to taking such a block of annual leave.
- 9.4 The Company may refuse an employee's request made pursuant to clauses 9.2 or 9.3. Where agreement cannot be reached pursuant to clauses 9.2 or 9.3, clause 13 –Grievance Procedure shall have effect.
- 9.5 Where, with the consent of the Company, an employee has deferred the taking of annual leave pursuant to clause 9.2 and has not submitted a request to take the annual leave before the expiration of a period of one year after the date upon which the right to such annual leave accrued, the Company may give the employee one month's notice of the dates on which he/she will take the deferred annual leave.
- 9.6 Where agreed between the Company and an employee, annual leave may be taken in single day periods.

10. ANTI-DISCRIMINATION

- 10.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity and age and carer's responsibilities.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly



discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

10.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

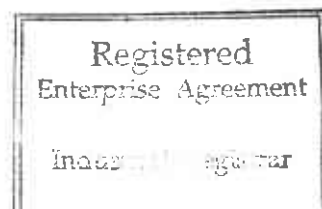
10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

(a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.



11. CONSULTATIVE COMMITTEE

- 11.1 Within three months of the approval of this agreement a consultative committee shall be formed. The purpose of the consultative committee is to facilitate communication between management of the Company and the employees covered by the terms of this agreement so issues relevant to the workplace that affect employees can be considered and recommendations can be made to Company management. The consultative committee shall not have the right of veto over decisions to be made by the Company.
- 11.2 The Consultative Committee shall be comprised of the following members of the Company:
- The Human Resources Manager as chairperson,
 - One manager from each shift,
 - An equal number of non-management employees.
- 11.3 The Committee may make recommendations to Company management on issues such as:
- Developing and recommending measures or actions aimed at improving efficiency, product quality and productivity of the Company's business.
 - Any concerns that should be referred to the occupational health and safety committee. However, it is agreed that the primary mechanism for consultation on occupational health and safety matters is the occupational health and safety committee.
 - Rehabilitation of injured workers.
 - Training, multi-skilling, job satisfaction and job rotation.
 - Communication processes.
 - Exploring further opportunities to make available additional permanent positions during the life of the agreement consistent with the needs of the Company.
- 11.4 While members of the consultative committee will be involved in contributing to workplace change, being a member of the consultative committee does not entitle an employee to implement any changes other than those expressly authorised by Company management.
- 11.5 The employee representatives of the consultative committee are to be elected by the employees covered by this agreement.

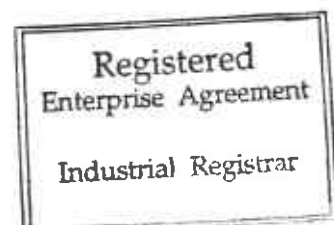
- 11.6 The consultative committee shall meet quarterly at times designated by Company management. Such quarterly meeting times shall be treated as time worked.
- 11.7 One week prior to each quarterly meeting, the employee representatives should forward a summary of the items they wish to discuss and the management representatives should forward a summary of the items they wish to discuss. Time permitting; those items will form the agenda for the meeting.

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

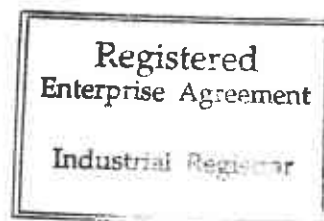
- 13.1 The procedure for the resolution of industrial disputation is as follows.
- 13.2 Procedure relating to a grievance of an individual employee
- 13.2.1 The employee is required to notify the Company as to the substance of the grievance, request a meeting with the Company for discussions and state 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 at any time, 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. LABOUR HIRE

The Company is committed to providing permanency of employment in laboratory operations as far as is practicable considering the needs and business strategies of the Company. In line with its commitment, the Company agrees to increase the size of its permanent workforce in accordance with this clause.



1. 5 permanent employment positions will be made available by the Company on or before 14 February 2003.
2. 5 additional permanent employment positions will be made available by the Company on or before 30 June 2003.
3. 5 additional permanent employment positions will be made available by the Company on or before 31 December 2003.

These permanent positions will be added to the number of permanent positions that exist at the time they are added. The Company is committed to exploring further opportunities to make available additional permanent positions during the life of the agreement consistent with the needs of the Company.

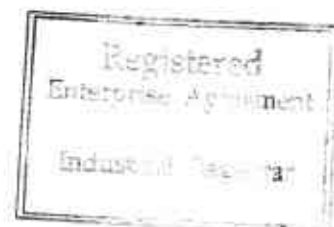
In the interests of selecting the best job candidates for a permanent position, job candidates are to be interviewed by the relevant manager plus the Human Resources Manager, or an alternative appropriately delegated non-laboratory staff person, should the Human Resources Manager be unavailable. The Company is to develop and implement a Company Policy that facilitates a procedure whereby an aggrieved unsuccessful job candidate may seek an interview with the Human Resources Manager for debriefing.

The Company reserves the following rights:

- (a) to make any offer of permanent employment subject to a probationary period of up to three months, and
- (b) to make any offer of permanent employment to the most suitably qualified and skilled job candidate.
- (c) final candidate selection for any offer of employment, whether sourced internally or externally will be made by the Company based on the needs Company.

The Company reserves the right to utilise Labour Hire Companies and Labour Hire Workers.

Nothing in this clause limits the Company's right to select employees for retrenchment in genuine cases of redundancy.



15. DELEGATE TRAINING

15.1 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:

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

15.1.2 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.

15.1.3 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.

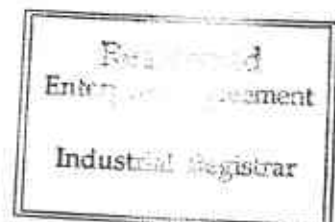
15.1.4 The Company shall not incur any liability in respect of the cost of a course or travel to and from the place, where a course is conducted.

15.1.5 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.

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

15.1.7 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.

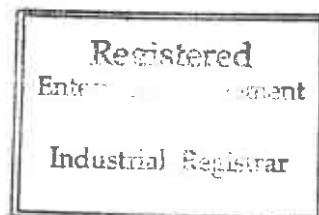
15.1.8 Where a disagreement arises concerning this clause, the parties undertake to observe clause 13, Grievance Procedure of this Agreement.



16. UNION DELEGATES

The Company recognises the union delegates who are elected by the employees as the on-site representatives of the Union. Two delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time during ordinary working hours to interview the Company representative on matters affecting employees they represent. The Company may permit additional union members time to attend such interviews, however such time shall be unpaid. The Company shall not unreasonably reject a request by a union delegate for an interview.

These meetings may be followed by a meeting with relevant laboratory management personnel to allow for the promotion of harmonious relations on site.



17. SIGNATORIES

Signed by ANDREW PHILLIPS for and on behalf of Hoya Lens Australia Pty Ltd

[Handwritten Signature]
(Signature of Witness)

[Handwritten Signature]
(Signature)

CRAIG CHICK J.P. REC NO 9800259
(Name of Witness)

Signed by [Handwritten Signature] for and on behalf of the Union.

[Handwritten Signature]
(Signature of Witness)

R Fortescue
(Signature) NAME

Sue Carswell
(Name of Witness)



14
PART B - MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate Per Week f.f.p.p. 1/7/02 \$ *
Optical Worker 1	514.50
Optical Worker 2	541.23
Optical Worker 3	586.89
Optical Worker 4	598.02
Optical Mechanic 1	663.73
Optical Mechanic 2	684.89
Optical Mechanic 3	701.60

* These are the weekly wage rates payable pursuant to clause 7.1.1 of the Agreement.

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