1. - TITLE

This award shall be known as the "Optical Mechanics' Award, 1971" and shall replace Award No. 13 of 1954, as amended.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Area
5. Term
6. Definitions
7. Hours
8. Overtime
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31. Maternity Leave
32. Payment of Wages - 38 Hour Week.
33. Superannuation
34. Award Modernisation and Enterprise Consultation
35. Part-Time Employees
Appendix - Resolution of Disputes Requirement
3. - SCOPE

This award shall apply to workers employed as optical mechanics, optical workers and apprentices.

4. - AREA

This award shall operate over the area comprised within the South-West Land Division of the State of Western Australia and within an area of five miles from the Post Office, Kalgoorlie.

5. - TERM

The term of this award shall be for a period of one year from the beginning of the first pay period commencing after the date hereof.

6. - DEFINITIONS

(1) "Optical Mechanic" shall mean an employee, other than an optical employee, employed in all or any one or more of the following branches of the industry, provided that it shall not include any person receiving practical training under the provisions of the Optometrists Act, 1940.

(a) The manufacturing and/or repairing of new and secondhand spectacles and/or the component parts thereof;

(b) the cutting, shaping, drilling, marking and modelling of spectacle and/or other lenses and/or optical glasses;

(c) the surfacing and/or polishing of spectacle and/or other lenses and/or optical glasses;

(d) the cleaning, repairing and/or adjusting of field glasses and/or binoculars;

(e) the maintenance of tools and machinery used in connection with the manufacture or repair of optical appliances.

(2) "Casual Employee" shall mean an employee employed in accordance with Clause 16. - Contract of Service of this award.

(3) "Optical Employee" shall mean an employee engaged in blocking up of blanks; in fining and polishing by machine including the attachment of pads; in cleaning lenses; in edging on an automatic machine but not in the setting-up of that machine; in the routine maintenance of machines and equipment upon which he may be engaged; in repairing and servicing sun glasses and on other non-prescription work or in cleaning up.

7. - HOURS

(1) The provisions of this clause apply to all employees to whom this award applies.
SECTION A - HOURS:

(b) Subject to the provisions of this clause the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

(i) 38 hours within a work cycle not exceeding seven consecutive days; or

(ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

(iii) 114 hours within a work cycle not exceeding 21 consecutive days; or

(iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(c) The ordinary hours of work shall be worked as follows:

(i) Grinders:

Between the hours of 7.30 a.m. and 5.30 p.m. or between such other hours as agreed between the employee and the employer, on Monday to Friday inclusive.

(ii) Others:

(aa) Between the hours of 7.30 a.m. and 5.30 p.m. or between such other hours as agreed between the employee and the employer, on Monday to Friday inclusive, and between 7.30 a.m. and 12 noon, or prior to 7.30 a.m. as agreed between the employee and the employer, on Saturday. Provided that the said 40 hours for 'others' may be worked in five days at the option of the employer. Provided further that in establishments working a five and one half day week, all 'others' shall be rostered off duty on one Saturday in every period of two consecutive weeks and the ordinary hours of duty in any or each of those weeks in that period may be increased by the ordinary hours usually worked by such employees on the Saturday on which they are so rostered off.

(bb) Where a holiday prescribed in Clause 13. - Holidays of this award falls on any day upon which an employee is required to work ordinary hours, the ordinary hours in that week shall be reduced by the number of hours ordinarily worked by that employee on the day on which the holiday occurs.

(cc) Notwithstanding the provisions of this award contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday his/her ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the employer so that the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

(d) The ordinary hours of work shall not exceed 10 hours on any day.

Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the employer and the majority of employees in the plant or section or sections concerned.
(e) The ordinary hours of work shall be consecutive except for the meal interval as prescribed in Clause 9 of this award.

SECTION B - IMPLEMENTATION OF 38 HOUR WEEK:

(1) Except as provided in subclause (4) hereof, the method of implementation of the 38 hour week may be any one of the following:

(a) By employees engaged in retail sales working less than eight ordinary hours each day; or

(b) By employees working less than eight ordinary hours on one or more days each week; or

(c) By fixing one day of ordinary working hours on which all employees will be off duty during a particular work cycle; or

(d) By rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary hours off duty during that cycle.

(2) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation prior to 1st October 1987.

(3) In the absence of an agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be as follows:

(a) Consultation shall take place within the particular establishment concerned.

(b) If it is unable to be resolved at establishment level, the matter shall be referred to the Secretary of the Union or his/her deputy, at which level a conference of the parties shall be convened without delay.

(c) In the absence of agreement either party may refer the matter to the Western Australian Industrial Relations Commission.

(4) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant or establishment concerned.

(5) Notice of Days Off Duty

Except as provided in subclause (6) hereof, in cases where, by virtue of the arrangement of his/her ordinary working hours, an employee in accordance with paragraphs (c) and (d) of subclause (1) hereof, is entitled to a day off duty during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the day he/she is to take off duty.

(6)

(a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (1) hereof, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
(b) An employer and employee may by agreement substitute the day the employee is to take off for another day.

c) Where Accrued Days Off are allowed to accumulate, the employer may require that they be taken within 12 months of the employee becoming entitled to an ADO.

SECTION C - PROCEDURES FOR IN PLANT DISCUSSIONS:

(1) Procedures shall be established for in plant discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with Section A - Hours and Section B - Implementation of 38 Hour Week of this clause and shall entail an objective review of current practices to establish where improvements can be made and implemented.

(2) The procedure should allow for discussions to continue even though all matters may not be resolved by 1st October 1987.

(3) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.

(4) The procedures should allow for the monitoring of agreements and understandings reached in plant.

(5) In cases where agreement cannot be reached in plant in the first instances or where problems arise after initial agreements or understandings have been achieved in plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special, anomalous or extraordinary problems as prescribed in subclause (3) of Section B - Implementation of 38 Hour Week of this clause.

8. - OVERTIME

(1) The provisions of this clause apply to all employees.

(2)

(a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(b) No organisation party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(3)

(a) All time worked before the usual starting time or after the usual finishing time or in the case of establishments working a five day week, all time worked prior to 12.00 noon on Saturday, shall be deemed overtime and paid for at the rate of time and one half for the first two hours and double time thereafter. In the calculation of overtime, each day shall stand alone.

For the purposes of this subclause, usual starting or finishing time shall mean the hours of work fixed in an establishment in accordance with Sections A - Hours, B - Implementation of 38 Hour Week and C - Procedures for In Plant Discussions of Clause 7. - Hours.
(b)

(i) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.

(ii) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time and one half.

(4)

(a) By agreement between the employee and employer time off in lieu of payment for overtime may be granted proportionate to the payment to which the employee is entitled. Such time to be taken in unbroken periods according to each period of overtime worked unless otherwise agreed between the employee and employer concerned.

(b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

9. - MEAL HOURS

Each worker shall be allowed an interval of not less than forty-five nor more than sixty minutes for lunch between the hours of 12 noon and 2 p.m. on each working day unless the worker and the employer concerned otherwise mutually agree.

10. - RECORD

(1) The employer shall keep or cause to be kept a record showing:-

(a) the name and classification of each worker;

(b) the starting and finishing times on each day;

(c) the hours worked;

(d) the wages and overtime (if any) paid.

(2) Such record shall be signed by the worker each week, and shall be open for inspection by the secretary or other duly accredited representative of the union during working hours and such person may take extracts therefrom.

Before exercising a power of inspection the representative shall give notice of not less than 24 hours to the employer.

(3) A worker shall be responsible for the correct posting of any record actually made by him.

11. - PAYMENT OF WAGES

(1) All wages shall be paid not later than Friday in each week.

(2) Where an obligation to pay a final amount contains a decimal figure of .5 of a cent or more, the amount to be paid shall be the next whole cent. Example - 5.5 cents becomes 6.0 cents.
Where the amount to be paid contains a decimal figure of less than .5 of a cent, such decimal figure shall be disregarded. Example - 5.4 cents becomes 5.0 cents.

(3) All wages shall be paid in the employer's time.

(4) No deduction shall be made from a worker's wages unless the worker has authorised such deduction in writing.

12. - MEAL MONEY

(1) Subject to the provisions of subclause (2) of this clause an employee, required to work overtime for more than two hours, shall be supplied with a meal by the employer or be paid $7.75 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be supplied with such meal by the employer or paid $5.30 for each meal so required.

(2) The provisions of subclause (1) of this subclause do not apply:

(a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or

(b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.

(3) If an employee to whom paragraph (a) of subclause (2) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid, for each meal provided and not required, the appropriate amount prescribed in subclause (1) of this clause.

13. - PUBLIC HOLIDAYS

(1)

(a) The following days or the days observed in lieu shall, subject to clause 8 hereof, be allowed as holidays without deduction of pay, namely - New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause. Provided further that an employer may substitute Royal Show Day for Sovereign's Birthday in any year.

(b) When any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(2) On any public holiday not prescribed as a holiday under this award the employer's establishment or place of business may be closed in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(3) Where -
(a) a day is proclaimed as a whole holiday or as a half-holiday under section 7 of the Public and Bank Holidays Act 1972; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this award within the district or locality specified in the proclamation.

(4) All work done on any day prescribed as a holiday under this clause shall be paid for at the rate of double time and a half.

(5) Casual workers shall not be entitled to receive payment for public holidays prescribed by this clause unless required to work on those days.

(6) Where an employee has additional leave granted pursuant to subclause (1) of this clause, the employer may require such leave to be taken within twelve months of falling due.

13A. ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by the employer after a period of 12 months' continuous service with that employer.

(2) A worker before going on leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.

(3)

(a) In addition to his/her payment for annual leave a worker shall receive a loading of 17.5 percent calculated on his/her ordinary rate of wage. Provided that where the worker would have received any additional rates for the work performed in ordinary hours, as prescribed by this award, had he/she not been on leave during the relevant period and such additional rates would have entitled him/her to a greater amount than the loading of 17.5 percent, then such additional rates shall be added to his/her ordinary wage in lieu of the 17.5 percent loading. Provided further, that if the additional rates would have entitled him/her to a lesser amount than the loading of 17.5 percent, then such loading of 17.5 percent shall be added to his/her ordinary rate of wage in lieu of the additional rates.

(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(4) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(5) Any time in respect of which a worker is absent from work except time for which he/she is entitled to claim sick pay or time spent on holidays or annual leave or long service leave as prescribed by this Award shall not count for the purpose of determining his/her right to annual leave.

(6) If, after one month's continuous service in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall:
(a) If such termination occurs before 1st October 1987 be paid 3.08 hours’ pay at the rate of wage prescribed by subclause (1) of this clause, divided by 40, in respect of each completed week of continuous service; or

(b) If termination occurs on or after 1st October 1987 be paid 2.923 hours’ pay at the rate of wage prescribed by subclause (1) of this clause, divided by 38, in respect of each completed week of continuous service.

(7) In the event of a worker being employed by an employer for portion only of a year, he/she shall only be entitled, subject to subclause (6) of this clause to such leave on full pay as is proportionate to his/her length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he/she shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(8)

(a) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause if the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.

(b) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods, but neither of such periods shall be less than one week.

(9) The provisions of this clause shall not apply to casual workers.

(10) Annual leave shall be granted within two months of becoming due, except when mutually agreed between the employer and the worker and one month’s notice of commencement of annual leave shall be giving to each worker unless otherwise agreed.

(11) An employer may specify a reasonable period during which annual leave may not be taken to meet production requirements at the workplace concerned.

(12) An employer may require an employee to take annual leave within twelve months of such leave falling due.

14. - ABSENCE THROUGH SICKNESS

(1) An employee who is unable to attend or remain at his/her place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the provisions of this clause.

(i) Employee who actually works 38 ordinary hours each week:

An employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she actually works 38 ordinary hours each week shall be entitled to payment during such absence for the actual ordinary hours absent.

(ii) Employee who works an average of 38 ordinary hours each week:

An employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7.
- Hours so that he/she works an average of 38 ordinary hours each week during a particular work cycle shall be entitled to pay during such absence calculated as follows:

<table>
<thead>
<tr>
<th>duration of absence</th>
<th>appropriate weekly rate</th>
</tr>
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<tbody>
<tr>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

ordinary hours normally worked that day 5

An employee shall not be entitled to claim payment for personal ill health or injury nor will his/her sick leave entitlement be reduced if such ill health or injury occurs on the week day he/she is to take off duty in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours.

(b) Notwithstanding the provisions of paragraph (a) of this subclause an employee may adopt an alternative method of payment of sick leave entitlements where the employer and the majority of his/her employees so agree.

(c) Entitlement to payment shall accrue at the rate of 1/6th of a week for each completed month of service with the employer.

(d) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding 10 weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.

Where practicable notification of absence due to sickness is to be given no later than two hours after the normal start time. In the case of shift workers, where practicable, the notification is to be given prior to the start of normal shift hours.

(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.
(a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and the employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 13A. - Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 13A. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Assistance Act nor to employees whose injury or illness is the result of the employee's own misconduct.

(8) The provisions of this clause do not apply to casual employees.

15. - UNDER-RATE WORKERS

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(2) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.
3. After application has been made to the Board and pending the Board's decision the worker shall be entitled to work for the employer at the proposed lesser rate.

16. - CONTRACT OF SERVICE

1. On the first day of engagement an employee shall be notified by the employer or by the employers' representative, whether the duration of his/her employment is expected to exceed one month and, if the employee is hired as a casual employee she/he shall be advised accordingly.

2. Except for casual and probationary employees, one week's notice on either side shall be necessary to terminate the contract. In lieu of such notice being given then the payment or forfeiture of a week's wages will apply.

3. Provided this shall not affect the right of an employer to dismiss a worker without notice for misconduct in which case wages will be paid up to the time of dismissal.

4.

   (a) The period of notice of termination in the case of a casual employee shall be one hour.

   (b) If the required notice of termination is not given one hour's wages shall be paid by the employer or forfeited by the employee.

5. An employee shall for the purpose of this award be deemed to be a casual employee -

   (a) if the expected duration of the employment is less than one month, or

   (b) if the notification referred to in subclause (1) of this clause is not given and the employee is dismissed through no fault of his own within one month of commencing employment.

6. Any worker employed as a casual worker in accordance with subclause (5) of this clause shall receive twenty percent in addition to the rate specified for the class of work performed.

7. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

7. The employer may engage an employee on a probationary period for not longer than three months during which time it will be possible for either the employee or employer to end the contract with one days notice.

17. - APPRENTICES

1. The employment of apprentices shall be governed by the Apprenticeship Regulations 1972 but any person receiving practical training under the provisions of the Optometrists Act 1940 may be employed in an occupation to which apprentices may be taken.

2.

   (a) Apprentices may be taken to the trade of optical mechanic for a period of four years in the proportion of one apprentice to every two or fraction of two journeymen.
(b) Where practicable each apprentice shall be taught the manufacturing and/or repairing of new and secondhand spectacles and/or the component parts thereof, the cutting, shaping, drilling, making and modelling of spectacle and/or other lenses and/or optical glasses, the surfacing and/or polishing of spectacle and/or other lenses and/or optical glasses and the cleaning, repairing and/or adjusting of field glasses and/or binoculars.

18. - BOARD OF REFERENCE

(1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations, 1964.

(2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

19. - REPRESENTATIVE INTERVIEWING WORKERS

(1) On notifying the employer or his representative an accredited representative of the union shall be permitted to interview a worker during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement, but shall not interfere in any way with the carrying out of such work.

20. - BREAKDOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

21. - POSTING OF AWARD

A copy of this award shall be kept posted by the union in a place where it is accessible to the workers.

22. - FIRST AID KIT

An adequate first-aid kit shall be kept in a place easily accessible to workers.
23. - UNION NOTICES

Every employer shall allow union notices to be posted up in a place approved by the employer unless the employer shall, on reasonable grounds, consider such notice objectionable.

24. - WAGES.

(1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

<table>
<thead>
<tr>
<th></th>
<th>Base Rate $</th>
<th>Arbitrated Safety Net Adjustments $</th>
<th>Minimum Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults (total wage per week)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Optical Mechanic</td>
<td>397.60</td>
<td>142.00</td>
<td>539.60</td>
</tr>
<tr>
<td>(b) Optical Employee:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First 3 months of experience</td>
<td>316.30</td>
<td>142.00</td>
<td>458.30</td>
</tr>
<tr>
<td>Thereafter</td>
<td>342.40</td>
<td>142.00</td>
<td>484.40</td>
</tr>
</tbody>
</table>

(2) Apprentices (wage per week expressed as a percentage of the tradesperson's rate)

<table>
<thead>
<tr>
<th></th>
<th>Five-year term - %</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>40</td>
</tr>
<tr>
<td>Second year</td>
<td>48</td>
</tr>
<tr>
<td>Third year</td>
<td>55</td>
</tr>
<tr>
<td>Fourth year</td>
<td>75</td>
</tr>
<tr>
<td>Fifth year</td>
<td>88</td>
</tr>
</tbody>
</table>
(b) Four-year term -

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>42</td>
</tr>
<tr>
<td>Second</td>
<td>55</td>
</tr>
<tr>
<td>Third</td>
<td>75</td>
</tr>
<tr>
<td>Fourth</td>
<td>88</td>
</tr>
</tbody>
</table>

(3) Junior Employees: Junior employees shall receive the prescribed percentage of the Optical Worker first three months of experience rate per week.

<table>
<thead>
<tr>
<th>Age</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16</td>
<td>50</td>
</tr>
<tr>
<td>17 years</td>
<td>60</td>
</tr>
<tr>
<td>18 years</td>
<td>75</td>
</tr>
<tr>
<td>19 years</td>
<td>90</td>
</tr>
<tr>
<td>20 years</td>
<td>100</td>
</tr>
</tbody>
</table>

(4) Leading Hands: In addition to the appropriate rate prescribed in subclause (1) of this clause a leading hand shall be paid:

<table>
<thead>
<tr>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

| (a)      | If placed in charge of not less than 3 and not more than 10 other employees | 23.00 |
| (b)      | If placed in charge of more than 10 and not more than 20 other employees    | 34.60 |
| (c)      | If placed in charge of more than 20 other employees                        | 45.55 |
(5) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

24A. - MINIMUM WAGE - ADULT MALES AND FEMALES

(1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

MINIMUM ADULT AWARD WAGE

(2) The Minimum Adult Award Wage for full time adult employees is $467.40 per week payable on and from 4th June 2004.

(3) The Minimum Adult Award Wage of $467.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.

(5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of $467.40 per week.

(6)

(a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

(7) Subject to this clause the Minimum Adult Award Wage shall -

(a) apply to all work in ordinary hours.

(b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(8) Minimum Adult Award Wage
The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2004 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum adult award wage.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than $406.70 per week.

(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

25. - HIGHER DUTIES

(1) A worker who performs duties which carry a higher minimum rate than that which such worker usually performs shall be entitled to the higher minimum rate while so employed.

(2) Where such worker is engaged in the higher grade of work for more than two hours in any one day, the worker shall be paid the higher rate for the whole day.

26. - LONG SERVICE LEAVE

1. - Right to Leave

A worker shall, as herein provided, be entitled to leave with pay in respect of long service.

2. - Long Service

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the first day of April, 1958, if it continued until such time but only to the extent of the last twenty completed years of continuous service.

(3) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer
(herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee - the period of the continuous service which the worker has had the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transmittee.

(b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Where, over a continuous period, a worker has been employed by two or more companies each of which is related company within the meaning of Section 6 of the Companies Act 1961 the period of the continuous service which the worker has had with each of those companies shall be deemed to be service of the worker with the company by whom he is last employed.

(Section 6 reads) -

"6. (1) For the purposes of this Act, a corporation shall, subject to the provisions of subsection (3) of this section, be deemed to be a subsidiary of another corporation, if,

(a) that other corporation -

(i) controls the composition of the board of directors of the first mentioned corporation;

(ii) controls more than half of the voting power in the first mentioned corporation; or

(iii) holds more than half of the issued share capital of the first mentioned corporation excluding any part thereof which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or

(b) the first mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary.

(2) For the purpose of subsection (1) of this section, the composition of a corporation's board of directors shall be deemed to be controlled by another corporation if that other corporation by the exercise of some power exercisable by it without the consent or concurrence of any other person can appoint or remove all or a majority of the directors; and for the purposes of this provision that other corporation shall be deemed to have power to make such an appointment if -

(a) a person cannot be appointed as a director without the exercise in his favour by that other corporation of such a power; or

(b) a person's appointment as a director follows necessarily from his being a director or other officer of that other corporation.

(3) In determining whether one corporation is a subsidiary of another corporation -

(a) any shares held or power exercisable by that other corporation in a fiduciary capacity shall be treated as not held or exercisable by it;
(b) subject to paragraphs (c) and (d) of this subsection, any shares held or power
exercisable -

(i) by any person as a nominee for that other corporation (except where that other
corporation is concerned only in a fiduciary capacity); or

(ii) by, or by a nominee for, a subsidiary of that other corporation, not being a
subsidiary which is concerned only in a fiduciary capacity;

shall be treated as held or exercisable by that other corporation;

(c) any shares held or power exercisable by any person by virtue of the provisions
of any debentures of the first-mentioned corporation or of a trust deed for
securing any issue of such debentures shall be disregarded; and

(d) any shares held or power exercisable by, or by a nominee for, that other
corporation or its subsidiary (not being held or exercisable as mentioned in
paragraph (c) of this subsection) shall be treated as not held or exercisable by
that other corporation if the ordinary business of that other corporation or its
subsidiary, as the case may be, includes the lending of money and the shares are
held or power is so exercisable by way of security only for the purposes of a
transaction entered into in the ordinary course of that business.

(4) A reference in this Act to the holding company of a company or other corporation
shall be read as a reference to a corporation of which that last-mentioned company
or corporation is a subsidiary.

(5) Where a corporation -

(a) is the holding company of another corporation;

(b) is a subsidiary of another corporation;

(c) is a subsidiary of the holding company of another corporation, that first-
mentioned corporation and that other corporation shall for the purposes of this
Act be deemed to be related to each other.”

(5) Such service shall include -

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness of or injury to the worker but
only to the extent of fifteen working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such
termination has been made merely with the intention of avoiding obligations hereunder
in respect of long service leave or obligations under any award in respect of annual
leave;

(d) any period during which the service of the worker was or is interrupted by service -

(i) as a member of the Naval, Military or Air forces of the Commonwealth of Australia
other than as a member of the British Commonwealth Occupation Forces in Japan
and other than as a member of the Permanent Forces of the Commonwealth of
Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after 26th June, 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

(iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(6) Service shall be deemed to be continuous notwithstanding -

(a) the transmission of a business as referred to in paragraph (3) of this subclause;

(b) the employment with related companies as referred to in paragraph (4) of this subclause;

(c) any interruption of a class referred to in paragraph (5) of this subclause;

(d) any absence from duty authorised by the employer;

(e) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;

(f) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(g) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;

(h) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

(i) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(j) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of absence from duty or the period of any interruption referred to in platitude (d) to (j) inclusive of this paragraph shall not (except as set out in paragraph (5) of this subclause) count as service.

3. - Period of Leave
(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Subject to the provisions of paragraphs (5) and (6) of this subclause:

Where a worker has completed at least fifteen years' service the amount of leave shall be -

(a) in respect of fifteen years' service so completed - thirteen weeks' leave;

(b) in respect of each ten years' service completed after such fifteen years - eight and two-thirds weeks' leave;

(c) on the termination of the worker's employment -

(i) by his death;

(ii) in any circumstances otherwise than by his employer for serious misconduct;

in respect of the number of years' service with the employer completed since he last became entitled to an amount of long service leave, a proportionate amount on the basis of thirteen weeks for fifteen years' service.

(3) Subject to the provisions of paragraph (6) of this subclause, where a worker has completed at least ten years' service but less than fifteen years' service since its commencement and his employment is terminated -

(i) by his death; or

(ii) in any circumstances, otherwise than by his employer for serious misconduct;

the amount of the leave shall be such proportion of thirteen weeks' leave as the number of completed years of such service bears to fifteen years.

(4) In the cases to which paragraphs (2)(c) and (3) of this subclause apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(5) A worker whose service with an employer commenced before 1st October, 1964, and whose service would entitle him to long service leave under this clause shall be entitled to leave calculated on the following basis:-

(a) For each completed year of service commencing before the 1st October, 1964, an amount of leave calculated on the basis of thirteen weeks' leave for twenty years' service; and

(b) for each completed year of service commencing on or after the 1st October, 1964, an amount of leave calculated on the basis of thirteen weeks' leave for fifteen years' service.

Provided that such worker shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed in either paragraph (2)(a) or paragraph (2)(b) of this subclause as the case may be.
(6) A worker to whom paragraphs (2)(c) and (3) of this subclause apply whose service with an employer commenced before 1st October, 1964, shall be entitled to an amount of long service leave calculated on the following basis:

(a) For each completed year of service commencing before the 1st October, 1964, an amount of leave calculated on the basis of thirteen weeks’ leave for twenty years’ service; and

(b) for each completed year of service commencing on or after 1st October, 1964, an amount of leave calculated on the basis of thirteen weeks’ leave for fifteen years’ service.

4. - Payment for Period of Leave

(1) A worker shall, subject to paragraph (3) of this subclause, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the rate of pay applicable to him at the date he commences such leave.

(2) Such rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award (or agreement), but in the case of casuals and part-time workers shall be the rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the rate of pay applicable to him at the date of accrual, or, if so agreed, at the rate of pay applicable at the date he commences such leave.

(4) The rate of pay -

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, special rates, disability allowances, fares and travelling allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results the rate of pay shall be calculated by averaging the worker's rate of pay for each week over the previous three monthly period.

5. - Taking Leave

(1) In a case to which placita (a) and (b) of paragraph (2) of subclause (3) apply:-

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the workers' circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first thirteen weeks’ entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:-

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In the case to which paragraph (2)(c) or paragraph (3) of subclause (3) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

6. - Granting Leave in Advance and Benefits to be Brought into Account

(1) Any employer may be agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be
deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent thereof of the entitlement of the worker hereunder.

7. - Records to be Kept

(1) Each employer shall, during the employment and for a period of twelve months thereafter, or in the case of termination by death of the worker for a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

8. - Special Board of Reference

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of -

(a) the settlement of disputes of any matters arising hereunder;

(b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefore nominated from time to time by the Confederation of Western Australian Industry (Incorporated) and one representative or substitute nominated from time to time by the Trades and Labor Council of Western Australia together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

9. - State Law

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of fifteen or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) of this subclause accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) of this subclause, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemptions be exempt from the provisions hereof.

10. - Exemptions
The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service scheme which, in its opinion, is, viewed as a whole, more favourable for the whole of the employees of that employer than the provision hereof.

27. - LIBERTY TO APPLY

(1) The insertion of a classification in clause 24 - Wages, to cover Optical Mechanics who are licensed to dispense spectacles and/or spectacle lenses;

   Leave is reserved to either party to apply to vary the award during its term of operation in respect of the following -

   (2) Clause 24 - Wages;

   (3) Clause 7 - Hours;

   (4) Clause 8 - Overtime.

28. - JUNIOR WORKERS

Junior workers may only be employed on work which falls within the definition of optical worker in Clause 6. - Definitions of this award.

30. - SATURDAY WORK

Work performed in ordinary hours before 12 noon on Saturdays shall be paid for at the rate of time and one-half.

30. - BEREAVEMENT LEAVE

A worker shall on the death within Australia of a spouse, de-facto spouse, parent, parent-in-law, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death to be furnished by the worker to the satisfaction of the employer.

Provided that payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with his/her roster or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

32. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

A worker who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months’ continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:
(a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof the period of maternity leave shall be for an unbroken period of from twelve to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the worker make it inadvisable for the worker to continue at her present work, the worker shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the worker may, or the employer may require the worker to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the worker giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the worker giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a worker terminates other than by the birth of a living child.

(b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be right of the worker to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the worker to the employer that she desires to resume work.
(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work

(b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

(a) A worker may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

(a) A worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
(b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers

(a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.

(b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.

(c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.

(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

32. - PAYMENT OF WAGES - 38 HOUR WEEK

(1) Each employee shall be paid the appropriate rate shown in Clause 24. - Wages of this award. Subject to subclause (2) of this clause payment shall be pro rata where less than the full week is worked.

(2) From the date that a 38 hour week system is implemented by an employee wages shall be paid as follows:

(a) Actual 38 Ordinary Hours

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) or (b) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
(b) Average of 38 Ordinary Hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours so that he/she works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

SPECIAL NOTE - EXPLANATION OF AVERAGING SYSTEM

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his/her wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

(i) Section B - Implementation of 38 Hour Week in Clause 7. - Hours in subclause (1), paragraphs (c) and (d), provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that he/she is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

(ii) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employees' ordinary hours were arranged on the basis that for three of the four weeks he/she worked 40 ordinary hours each week and in the fourth week he/she worked 32 ordinary hours. That is, he/she would work for eight ordinary hours each day, Monday to Friday inclusive, for three weeks and eight ordinary hours on four days only in the fourth week - a total of 19 days during the work cycle.

(iii) In such case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in Clause 24. - Wages of this award and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a 'credit' each day he/she works actual ordinary hours in excess of the daily average which would otherwise be seven hours 36 minutes. This 'credit' is carried forward so that in the week of the cycle that he/she works on only four days, his/her actual pay would be for an average of 38 ordinary hours even though, that week, he/she works a total of 32 ordinary hours.

Consequently, for each day an employee works eight ordinary hours he/she accrues a 'credit' of 24 minutes (0.4 hours).

The maximum 'credit' the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of seven hours and 36 minutes.

(iv) As provided in subclause (3) of this clause, an employee will not accrue a 'credit' for each day he/she is absent from duty other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave.

(3) Absences From Duty

(a) An employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of Section B - Implementation of 38 Hour Week of Clause 7. - Hours and who is paid wages...
in accordance with paragraph (a) of subclause (2) hereof and is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by five.

An employee who is so absent from duty for part of a day shall lose average pay for each hour he/she is absent by dividing his/her average daily pay rate by eight.

(b) Provided when such an employee is absent from duty for a whole day he/she will not accrue a 'credit' because he/she would not have worked ordinary hours that day in excess of seven hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle he/she is to work less than 38 ordinary hours he/she will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he/she does not accrue for each whole day during the work cycle he/she is absent.

The amount by which an employee's average weekly pay will be reduced when he/she is absent from duty (other than on annual leave, long service leave, holidays prescribed under this award, paid sick leave, workers' compensation or bereavement leave) is to be calculated as follows:

\[
\text{Total of 'credits' not accrued during cycle} \times \frac{\text{average weekly pay}}{38}
\]

Examples:

(An employee's ordinary hours are arranged so that he/she works eight ordinary hours on five days of each week for three weeks and eight ordinary hours on four days of the fourth week).

1. Employee takes one day off without authorisation in first week of cycle.

<table>
<thead>
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<tbody>
<tr>
<td>1st week</td>
<td>= \text{average weekly pay less one day's pay (ie. 1/5th)}</td>
</tr>
<tr>
<td>2nd and 3rd weeks</td>
<td>= \text{average weekly pay each week}</td>
</tr>
<tr>
<td>4th week</td>
<td>= \text{average pay less credit not accrued on day of absence}</td>
</tr>
</tbody>
</table>
2. Employee takes each of the four days off without authorisation in the 4th week.

<table>
<thead>
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<th>Payment</th>
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<tr>
<td>1st, 2nd and 3rd weeks</td>
<td>average pay each week</td>
</tr>
<tr>
<td>4th week</td>
<td>average pay</td>
</tr>
</tbody>
</table>

= average pay less 0.4 hours x average weekly pay

= less 4/5ths of average pay for the four days absent
  less total of credits not accrued that week

= 1/5th average pay less 0.4 hours x average weekly pay

= 1/5th average pay less 1.6 hours x average weekly pay

38

38
(4) Alternative Method of Payment

An alternative method of paying wages to that prescribed by subclauses (2) and (3) of this clause may be agreed between the employer and the majority of the employees concerned.

(5) Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

(6) Method of Payment

(a) The employee may be paid his/her wages by cheque or into his/her bank account.

(b) Where the employer is paying wages into accounts of persons employed pursuant to this award spread across four or more financial institutions then the employer through discussion with the employees concerned may limit the number of financial institutions involved to a maximum of two or three.

(7) Termination of Employment

An employee who lawfully leaves his/her employment or is dismissed for reasons other than misconduct shall be paid all moneys due to him/her at the termination of his/her service with the employer.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (1) of Section B - Implementation of 38 Hour Week and who is paid average pay and who has not taken the day off due to him/her during the work cycle in which his/her employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (2) of this clause.

Provided further, where the employee has taken a day off during the work cycle in which his/her employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(8) Details of Payments to be Given

Where an employee requests his/her employer to state in writing with respect to each week's wages the amount of wages to which he/she is entitled, the amount of deductions made therefrom, the net amount being paid to him/her, and the number of hours worked, the employer shall do so not less than two hours before the employee is paid.

(9) Calculation of Hourly Rate

Except as provided in subclause (3) of this clause the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

33. - SUPERANNUATION
(1) Employer Contributions:

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

(a) An employer shall contribute 9% of ordinary time earnings per eligible employee into one of the following Approved Superannuation Funds:

(i) Westscheme; or

(ii) an exempted Fund allowed by subclause (4) of this clause.

(b) Except where the Trust Deed provides otherwise employer contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the employer.

(c) No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of workers' compensation in excess of 52 weeks. No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.

(2) Fund Membership:

(a) Contributions in accordance with subclause (1) - Employer Contributions of this clause, shall be calculated by the employer on behalf of each employee from the date one month after the employee commences employment, unless the employee fails to return a completed application to join the Fund and the employer has complied with the following:

(i) the employer shall provide the employee with an application to join the Fund and documentation explaining the Fund within one week of employment commencing.

(ii) If the employee fails to return to the employer a completed application to join the Fund within two weeks of receipt, the employer shall send to the employee by certified mail, a letter setting out relevant superannuation information, the letter of denial set out in subclause (6) of this clause and an application to join the Fund.

(iii) Where the employee completes and returns the letter of denial, no contribution need be made on that employee's behalf.

(iv) Where the employee completes and returns neither the application to join the Fund nor the letter of denial within one week of postage, the employer shall advise either the Union or the Fund Administrator in writing of the employee's failure to return the completed form.

(v) From two weeks following the employer's advice pursuant to paragraph (iv) should the employee not have returned the completed form the employer shall be under no obligation to make superannuation payments on behalf of that employee.

Provided that if at any time an employee returns a signed application form, notwithstanding a previous failure to return such form or the return of a letter of denial, the employer shall make contributions on behalf of that employee from the date of return of the signed application form.

(b) Part-time employees shall not be entitled to receive the employer contribution mentioned in subclause (1) - Employer Contributions of this clause, unless they work a minimum of 12 hours per week.
(c) Casual employees who are employed for 32 consecutive working days or less shall not be entitled to the benefits of this clause.

(3) Definitions:

"Approved Fund" shall mean any Fund which complies with the Australian Government's Operational Standards for Occupational Superannuation.

"Ordinary time earnings" shall mean the salary, wage or other remuneration regularly received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work. Provided that "ordinary time earnings" shall not include any payment which is for vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.

(4) Exemptions:

Exemptions from the requirements of this clause shall apply to an employer who at the date of this Order:

(a) was contributing to a Superannuation Fund, in accordance with an Order of an industrial tribunal; or

(b) was contributing to a Superannuation Fund, in accordance with an Order or Award of an industrial tribunal, for a majority of employees and makes payment for employees covered by this award in accordance with that Order or Award; or

(c) subject to notification to the Union, was contributing to a Superannuation Fund for employees covered by this award where such payments are not made pursuant to an Order of an industrial tribunal; or

(d) was not contributing to a Superannuation Fund for employees covered by this award; and

   (i) written notice of the proposed alternative Superannuation Fund is given to the Union; and

   (ii) contributions and benefits of the proposed alternative Superannuation Fund are no less than those provided by this clause; and

   (iii) within one month of the notice prescribed in paragraph (i) being given, the Union has not challenged the suitability of the proposed Fund by notifying the Western Australian Industrial Relations Commission of a dispute.

(5) Operative Date:

This clause shall operate from the beginning of the first pay period commencing on or after the 1st day of July, 1989.

(6) Letter of Denial:

The letter of denial shall be in the following form:

"To (employer)
I have received an application for membership of the non-contributory Superannuation Fund and understand:

(1) that should I sign such form you will make contributions on my behalf; and

(2) that I am not required to make contributions of my own; and

(3) that no deductions will be made from my wages for superannuation without my consent.

However, I do not wish to be a member of the Fund or have contributions made on my behalf.

(Signature)

(Name)

(Address)

(Classification)

(Date)"

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

(a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -

(i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and

(ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;

(b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

(c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;

(d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;

(e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

(f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;
Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

(g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

(h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

34. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

(1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry to enhance the career opportunities and job security of employees in the industry.

(2) At each plant or enterprise a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that plant or enterprise.

(3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause.

(4) Discussions that take place will have regard to the following requirements:

(a) the changes sought shall not affect provisions reflecting State standards;

(b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;

(c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;

(d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;

(e) the Union shall not unreasonably oppose any agreement;

(f) any agreement relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;

(g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

35. - PART-TIME EMPLOYEES
A part-time worker may be engaged on weekly contract to work a regularly rostered number of hours each week less than 38. Provided that a part-time worker shall not be rostered to work less than two days per week.

A part-time worker shall be paid a weekly rate calculated pro-rata to the class of work on which the worker is engaged pursuant to Clause 24. - Wages of this award in the proportion which the worker's hour of work bear to 38.

Part-time workers shall be entitled to payment for annual leave, public holidays and sick leave on a pro-rata basis in the same proportion as the number of hours worked per week bears to 38.

The hours of part-time workers shall not be altered without their agreement or the giving of one week's notice of the change of rostered hours.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.

(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.

(b) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.

   (i) Discussions at this level will take place as soon as practicable.

(3) The terms of any agreed settlement should be jointly recorded.

(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.

(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.

(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch
SCHEDULE B - RESPONDENTS

Laubman & Pank Optometrists (WA) Pty Ltd
O.P.S.M. Spectacle Makers Pty Ltd
Sainken & Sainken
Yeates & Yeates
(No longer in business)
A. & K. Knapp

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:

(a) The employer may refuse the representative access to the records if: -

(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

VARIATION RECORD

OPTICAL MECHANICS' AWARD, 1971

NO.9 OF 1970

Delivered 07/05/71 at 51 WAIG 562
Consolidated at 20/07/83 at 63 WAIG 1661

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Cl. & Title 1457/93 24/12/93 74 WAIG 198

(1A. State Wage Principles December 1993)
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(1A. Statement of Principles - June, 1998)
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3. Scope
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4. Area

5. Term

6. Definitions

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9. Meal Hours

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(13. Holidays and Annual Leave)

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15. Under-Rate Workers

16. Contract of Service

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17. Apprentices

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18. Board of Reference

19. Representative Interviewing Workers

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20. Breakdowns

21. Posting of Award
### 22. First Aid Kit

### 23. Union Notices

### 24. Wages

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24A. Minimum Wage - Adult Males and Females

| Cl.               | 534/82 | 04/02/83 | 63 WAIG 379 |
| Min Wage $248.80  | 1940/89| 08/09/89 | 69 WAIG 2913 |
| Min Wage $268.80  | 1309 & 1310/91 | 24/09/91 | 71 WAIG 2948 |
| Min Wage $275.50  | 415A/92 | 30/11/92 | 73 WAIG 4    |
| Cl.               | 1081/94| 31/03/95 | 75 WAIG 2227 |
| Cl.               | 364/96 | 21/05/96 | 76 WAIG 2435 |
| Min. wage prov    | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Cl.               | 1026/98| 20/07/98 | 79 WAIG 36   |
| Min. Wage & text  | 609/99 | 01/08/99 | 79 WAIG 1843 |
| Cl.               | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl.               | 752/01 | 01/08/01 | 81 WAIG 1721 |
| Cl.               | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Cl.               | 569/03 | 5/06/03  | 83 WAIG 1899 |

& 2483
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(25. Preference)

| Cl. & Title| 1047/84 | 08/07/85 | 65 WAIG 1423 |

25. Higher Duties

26. Long Service Leave

| Cl. | 8/78 | 01/01/78 | 58 WAIG 1116 |

27. Liberty to Apply

28. Junior Workers

| Ins. Cl. | 1268/71 | 10/04/73 | 53 WAIG 408 |

(29. Supplementary Payments)

| Ins. Cl. | 72/76 | 08/06/76 | 56 WAIG 733 |
| Cl. | 334/76 | 13/10/76 | 56 WAIG 1683 |
| Cl. | 191/79 | 28/06/79 | 59 WAIG 947 |
| Del. Cl. | 474/79 | 15/05/80 | 60 WAIG 943 |

(29. Saturday Work)

| Ins. Cl. | 336/76 | 23/12/76 | 57 WAIG 185 |
| Cl. | 99/77 | 29/09/77 | 57 WAIG 1400 |

30. Saturday Work.

(31. Bereavement Leave)

| Ins. Cl. | 412/77 | 01/11/77 | 57 WAIG 1576 |
| Cl. & Title | 1047/84 | 08/07/85 | 65 WAIG 1423 |

30. Bereavement Leave
32. Maternity Leave

Ins. Cl. 355/78 21/01/80 60 WAIG 409

EDIT NOTE Order 707/84 refers to clause 31 as Maternity Leave

32. Payment of Wages - 38 Hour Week.

Ins. Cl. 707/84 14/09/87 67 WAIG 1796

(6) 1425/89(R) 18/12/89 70 WAIG 829

(32. Junior Employees - Special Orders)

Ins. Cl. 69/85 04/07/85 65 WAIG 1331

Renum. Cl. 707/84 14/09/87 67 WAIG 1796

(33. Junior Employees - Special Orders)

Del. Cl. 1333/87 16/12/87 68 WAIG 385

33. Superannuation

Ins. Cl. 235/89 01/07/89 69 WAIG 2435

Ins. Text 599/98 30/06/98 78 WAIG 2559

(1)(a) 980/02 28/01/03 83 WAIG 792

(34. Structural Efficiency)

Ins. Cl. 170/90(R2) 20/10/90 71 WAIG 720

Cl. & Title 1425/91 18/12/91 72 WAIG 135

34. Award Modernisation and Enterprise Consultation

35. Part-Time Employees

Ins. Cl. 170/90(R2) 20/10/90 71 WAIG 720

Appendix - Resolution of Disputes Requirement

Ins. Appendix 693/96 16/07/96 76 WAIG 2768

(1),(6), Del. (7) 2053/97 22/11/97 77 WAIG 3079
Schedule A - Parties to the Award

Ins. Sch. 597/93 04/05/93 73 WAIG 1663
Text 846/99 04/11/99 79 WAIG 3405
Sch. 707/00 24/11/00 56 WAIG 5602

(Schedule of Respondents)

Sch. 1894/91 25/02/92 72 WAIG 835
Rename Sch. 597/93 04/05/93 73 WAIG 1663

Schedule B - Respondents

Text. 1595/93 31/01/94 74 WAIG 959
Respondent deleted No. 76/80 Pts 29, 55, 92, 151, 162, 164, 174, 175, 177, 178, 179 & 181
Sch. 707/00 24/11/00 56 WAIG 5602

Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix 694/96 16/07/96 76 WAIG 2789
(1) ins. Text 2053/97 22/11/97 77 WAIG 3138
App. 491/98 16/04/98 78 WAIG 1471