

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/31

**TITLE:** **The Transport Workers' Union of Australia New South Wales Branch and Dyno Nobel Asia Pacific Limited Agreement**

**I.R.C. NO:** IRC3/500

**DATE APPROVED/COMMENCEMENT:** 20 February 2003/21 June 2002

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/56

**GAZETTAL REFERENCE:** 21 March 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the employees of Dyno Nobel Asia Pacific Ltd at its Warkworth Plant and other associated off site operations in the Hunter Valley who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award

**PARTIES:** Dyno Nobel Asia Pacific Ltd -&- the Transport Workers' Union of New South Wales

# **THE TRANSPORT WORKERS' UNION OF AUSTRALIA NEW SOUTH WALES BRANCH AND DYNO NOBEL ASIA PACIFIC LIMITED AGREEMENT**

AN INDUSTRIAL AGREEMENT made on the 7th day of June 2002, between Dyno Nobel Asia Pacific Limited (hereinafter called the Company) of the one part and Transport Workers' Union of Australia, New South Wales Branch, a duly registered Industrial Union of Employees, of the other part, and shall apply to the operations of the Company at its Warkworth Plant and other associated off site operations in the Hunter Valley and to the employees hereinafter referred to as the "employees", "casual employees" or "driver" as the case may be.

WHEREAS it has been agreed by the parties that the rates of pay and conditions of employment in this Agreement set out shall apply for 2 years from the date specified in Clause 19.

## **1. Agreement**

Clause No. Subject Matter

2. Statement of Intention
3. Hours of Employment
4. Wage Rates
6. Meal Allowance
7. Sick Leave
9. Structural Efficiency
10. Contract of Employment
11. Training
12. General
13. Clothing
14. Occupational Health and Safety
15. Equal Opportunity
16. Settlement of Disputes
18. Alcohol and Drug Abuse
19. Area, Incidence and Duration
20. Flexibility
21. Shiftwork
22. Redundancy

## **2. Statement of Intention**

2.1 It is the objective of the Parties to maintain the Company's operations as a world class operation, delivering competitively priced, quality products and services to our customers.

We will do this by:

2.1.1 Carrying out all our operations and activities with a focus on safety.

2.1.2 Focusing on the needs of our customers

2.1.3 Continually improving all facets of our operation through flexibility and efficiency.

2.2 The parent Award for this Agreement is the NSW Transport Industry - Mixed Enterprises Interim (State) Award

2.3 It is agreed by the parties that up to the nominal expiry date of this agreement:

- a) The employees will not pursue any extra wage claims, whether award or over award;
- b) The employees will not seek any changes to conditions of employment,

- c) The agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to section 170ML of the *Workplace Relations Act* or the equivalent legislation under the NSW *Industrial Relations Act 1996*; and
- d) Neither the employees, nor any party to this agreement, will engage in protected action pursuant to section 170ML of the *Workplace Relations Act* or the equivalent legislation under the NSW *Industrial Relations Act 1996*; in relation to the performance of any work covered by this agreement.

### **3. Hours of Employment**

- 3.1 Day shift ordinary hours shall be 10 ordinary hours per day nominally between 6:00 am and 4:00 pm Monday to Friday. Employees will only be rostered to work 19 shifts in a 4 week period, making a total of 190 hours per 4 week cycle. Start times will vary as required. For weekly pay calculations the actual start and finish time will be rounded to the nearest half-hour.
- 3.2 Afternoon shift ordinary hours shall be 10 ordinary hours per day nominally between 12.30 pm and 10.30 pm Monday to Friday. Employees will only be rostered to work 19 shifts in a 4 week period, making a total of 190 hours per 4 week cycle. Start times will vary as required. Shifts starting after 11:00 am shall be considered to be afternoon shifts.
- 3.3 A minimum of 8 hours is required between the completion of overtime and the start of the next regular shift or between any consecutively worked shifts. An operator may elect to maintain a 10 hour break between shifts but payment for the shift after the break will start at the operators arrival time, not the nominal start of a normal shift.
- 3.4 The Company will only pay according to the employee's formal time card/sheet. It is agreed by all parties that any abuse of the time keeping system will result in disciplinary action as per the Company's Procedures.
- 3.5 The Company shall fix the time and place at which each employee shall be in attendance at the depot or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed. These Depots shall include Warkworth, Ravensworth, Bengalla and Muswellbrook Coal.
- 3.6 The Company, unless otherwise mutually agreed, shall give at least 24 hours notice of any changes in starting and finishing times.
- 3.7 All hours worked in excess of 50 hours per week shall be paid for at the specified overtime rate for the classification. A week shall commence at 00:00 hrs Monday morning and end at 23:59:59 on Sunday night.
- 3.8 In order to ensure regular payment of wages the Company will pay employees 47.5 ordinary hours of pay each week, even in the week when only 4 shifts are worked. This will ensure that the 190 hours worked each 4 week cycle are paid uniformly on a weekly basis.

### **4. Wage Rates**

- 4.1 The wage rates are as set out below. These rates shall be all purpose to the Award and shall be deemed to be paid in full recognition of any additional duty or responsibility imposed or any inconvenience encountered through strict observance by employees of the provisions of the Dangerous Goods Act 1975 and working with the products such as dust nuisance, and handling dangerous materials, etc.
- 4.2 Schedule of Day Work Wage Rates (includes Plant Operators).

Leading Hand/Level 4	\$76,570 per annum (\$31.00 per hour)
Level 3 Shot firer/Driver/Operator	\$73,853 per annum (\$29.90 per hour)
Level 3 Driver/Operator	\$71,630 per annum (\$29.00 per hour)

Level 2 Driver/Operator	\$65,455 per annum (\$26.50 per hour)
Level 1 Driver/Operator	\$59,280 per annum (\$24.00 per hour)
Casual	\$24.00 per hour

- 4.3 Afternoon shift will attract a loading of 15% on the above rates. Night shift will attract a loading of 17.5% on the above rates.
- 4.4 A single overtime rate shall apply to all operator levels. The fixed overtime rate will be \$34.50 per hour. This will apply after 50 hours have been worked in a normal (5 shift) week or after 40 hours in a week when the operator is rostered to work 4 shifts. No minimum overtime payment will apply. Overtime will be paid on the hours worked.
- 4.5 The number of Level 4/Leading Hands and Shot Firers will be fixed as determined by management. It is envisioned that all leading hand positions will be on day shift.
- 4.6 When an employee is on Annual Leave they will be paid 9.5 hrs of ordinary pay per day of leave taken. Each employee shall be entitled to 20 days annual leave per year of service. Shift loading does not apply to annual leave.
- 4.7 The following competencies and time periods map the progression of an operator through the Driver/Operator levels. Performance and competency assessments will determine whether the necessary skills are being attained and or maintained. Failure to sustain the required skill levels will result in a demotion to the next level.

### **Hunter Valley Operator Level Definitions**

Level 1 Driver/Operator.

The skills to be attained within the first six (6) months employment are:

- a) Dyno Nobel Induction
- b) Induction at each site where the employee is required to work
- c) Administration - CARS
- d) Safe Handling of Explosives
- f) Competencies under the Operator Training System:
  - 7.1 Transfer of Emulsion to Site Storage
  - 7.2 Load BEV with raw materials
  - 7.10 Pre-start checks
  - 7.11 Daily Lube and Maintenance
  - 7.13 Service Tyres and Wheels
  - 7.16 Operation of Ancillary plant (power packs, compressors, gensets)
  - 7.21 Loading of AN to site storage
  - 10.1 Hose Operation

Heavy Rigid Vehicle Drivers Licence and/or Class 5.

A minimum period of 3 months must elapse before a level 1 Driver/Operator can progress to Level 2. Progression can only be considered when the operator has been assessed as competent at all the above tasks by a Dyno appointed Coach and Assessor and the operator has a demonstrated track record of displaying this competence on a daily basis. This assessment will be made by his/her immediate supervisor with the written approval of the Hunter Valley Operational Manager.

## Level 1 Plant Operator

As for Level 1 Driver Operator above, except for 10.1, 7.13, 7.11 and 7.2 but with the following competencies

- 1.1 Emulsion Oxidizer Preparation
- 1.9 Transfer of Hot AN solution
- 1.10 QC of Oxidiser
- 7.1 Transfer of Emulsion to Site Storage
- 7.10 Pre-start checks
- 7.11 Daily Lube and Maintenance

Truck vehicle drivers licence is optional.

## Level 2 Driver/Operator

In addition to the above skills the following additional elements are required

- 7.3 Deliver Augered Products
- 7.4 Deliver Pumpable Products
- 7.5 Deliver Inhibited Products
- 7.7 Truck Calibration Checks
- 7.12 Weekly Checks
- 7.17 Delivery Invoicing
- 9.1 Heavy Rigid Vehicle Driving
- 9.4 Light Vehicle Driver
- 10.2 Hole Stemming
- 10.3 Priming Holes
- 10.10 Dewatering Holes
- 10.12 Bagging

## Dangerous Goods Licence

Failure to correctly complete daily paperwork, prestart checks, weekly inspections/services and or truck calibrations as well as regularly attend toolbox talks will be grounds for demotion to a lower level of pay.

A minimum period of 3 months must elapse before a level 2 Driver/Operator can progress to Level 3.

## Level 2 Plant Operator

In addition to the above Level 1 Plant Operator skills the following additional elements are required

- 9.4 Light Vehicle Driver
- 1.2 Emulsion Fuel Phase Operation
- 1.3 Emulsion Manufacture
- 1.5 Emulsion QC
- 1.6 Emulsion Bulk Storage

Dangerous Goods Licence is optional.

Failure to correctly complete daily paperwork/quality checks, prestart checks, weekly inspections/services and/or truck calibrations as well as regularly attend tool box talks will be grounds for demotion to a lower level of pay.

A minimum period of 3 months must elapse before a level 2 Driver/Operator can progress to Level 3.

### Level 3 Driver/Operator

In addition to the above skills the following additional elements are required

- 7.6 Gassing
- 7.8 Truck Re Calibration
- 7.9 Commissioning Calibration
- 7.22 Gassing QC
- 7.24 Preparation of Trace Chemicals
- 9.7 Forklift Truck Operation
- 10.4 Connecting Nonel Systems
- 10.8 Connecting Detonating Cord Systems
- 10.9 Hole and Column Measurement

In addition to the above requirements it will be necessary to be able to operate all of the Dyno fleet of trucks to qualify for Level 3 Driver Operator status. Specifically it is necessary to be able to operate both EC04 and EC08 control panels.

Failure to correctly complete daily paperwork/quality checks, prestart checks, weekly inspections/services and or truck calibrations as well as regularly attend tool box talks will be grounds for demotion to a lower level of pay.

### Level 3 Driver/Operator And Shot Firer (by Appointment)

- 6.1 Magazine Stock Control Management
- 6.2 Magazine Housekeeping
- 6.3 Manual Handling of Package Explosives
- 6.4 Order Preparation and Dispatch
- 7.18 Stock Control
- 7.19 Local Purchasing
- 10.4 Connecting Nonel Systems
- 10.5 Clearance and Firing
- 10.6 Misfire Management
- 10.7 Shot Planning
- 10.8 Connecting Detonating Cord Systems
- 10.9 Hole and Column Measurement
- 10.11 Loading Reactive Ground

Failure to correctly complete daily paperwork/quality checks, prestart checks, weekly inspections/services and or truck calibrations as well as regularly attend tool box talks will be grounds for demotion to a lower level of pay.

### Level 3 Plant Operator

In addition to the above Level 2 Plant Operator skills the following elements are required

- 1.4 Emulsion Plant Calibration
- 9.7 Forklift Truck Operation
- 7.24 Preparation of trace chemicals

Failure to correctly complete daily paperwork/quality checks, prestart checks, weekly inspections/services and/or calibrations as well as regularly attend tool box talks will be grounds for demotion to a lower level of pay.

### Level 4 Site or Plant Supervisor (by Appointment)

- 7.18 Stock Control
- 7.19 Local Purchasing
- 6.1 Magazine Stock Control Management

- 6.4 Order Preparation and Dispatch
- 6.5 Delivery of Package Explosives
- 6.6 Transfer of Package Explosives into Magazines

Qualified Coach and Assessor.

Plant supervisors do not require 6.1, 6.5 or 6.6 but these are considered desirable.

Failure to correctly complete daily paperwork/quality checks, prestart checks, weekly inspections/services and or calibrations as well as regularly delivering and attending tool box talks will be grounds for demotion to a lower level of pay.

- 4.8 Level 1 shall be the starting point for new Driver/Operators. Assessment of competency shall be under the existing Coach and Assessment program in conjunction with the Managing Human Performance process

## **6. Meal Allowances**

- 6.1 No meal allowances or "no meal break" payments are part of this agreement as they are included in the base and overtime rates

## **7. Sick Leave**

- 7.1 "Year" shall mean a period of twelve months measured for each employee from the date of commencement of his current employment.
- 7.2 An employee, other than a casual employee, with not less than 3 months' continuous service as such in the industry covered by this agreement, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
  - 7.2.1 An employee shall, unless it is not reasonably practicable to do so (proof whereof shall be on the employee) before the ordinary starting time on the first day of the absence, and in the event within twenty-four hours, inform the company of their inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of absence.
  - 7.2.2 An employee shall be entitled to be absent on sick leave, as defined in 7.2.1 above, without proof of illness as normally required by the employer for any 2 consecutive days absence of the employee's entitlement in any 12 months of consecutive employment.
  - 7.2.3 An employee, if required, shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the days for which sick leave is claimed.
  - 7.2.4 Except as hereinafter provided, the employee shall not be entitled in any year, to leave in excess of their accrued sick leave entitlement. These entitlements will be accumulated whilst in the employ of Dyno Nobel Asia Pacific Limited.
  - 7.2.5 An employee shall be entitled to accrue 10 days sick leave each year.
- 7.3 Where an employee's sick leave record is such so as to cause concern to the Company, the Company will formally counsel the employee in relation to the taking of sick leave, and may require a medical certificate or other satisfactory evidence for all further absences throughout the ensuing 6 months from such counselling. Written advice of counselling shall be given to the employee concerned. Where the employee fails to comply with the above requirements, disciplinary action as per the Company Procedures may result.

## **9. Structural Efficiency**

- 9.1 The parties to this Industrial Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Company and to enhance the career opportunities and job security of employees in the industry.

## **10. Contract of Employment**

- 10.1 The Employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 10.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained, or is in the process of being trained under supervision, in the use of such tools and equipment.
- 10.3 Any direction issued by the Employer pursuant to 10.1 and 10.2 above shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

## **11. Training**

- 11.1 A training program, commensurate with the needs of the Company shall be implemented in consultation with employees to ensure the current and future skill needs of the enterprise.

The parties agree that training is an essential element of the restructuring process and appropriate training will continue to be available for employees, commensurate with the needs of the industry, and employees will be encouraged to avail themselves of the training provided.

- 11.2 The training program's objectives will be to:
- 11.2.1 provide for the present and future skill needs of the Company;
  - 11.2.2 develop a more skilled and flexible workforce;
  - 11.2.3 provide employees with career opportunities through appropriate training;
  - 11.2.4 remove barriers to the utilization of skills acquired.
- 11.3 The program will include:
- 11.3.1 the formulation of a training program for discussion with all employees. The program will be based on the skills matrix developed from the process of Task Identification in line with the Company's Training and Safety systems.
  - 11.3.2 dissemination of information on the training program and availability of training courses and opportunities to employees;
  - 11.3.3 the recommendation of individual employees for training and reclassifications;
  - 11.3.4 monitoring and advising all employees on the ongoing effectiveness of the training.
- 11.4 Where it is agreed, a training committee is to be established, then that training committee shall be constituted by the consultative committee. The role and function shall be determined by the Committee.
- 11.5 All reasonable costs incurred by an employee undertaking approved training in accordance with this Clause shall be reimbursed by the employer upon production of evidence of such expenditure.



- 11.6 Travel costs incurred by an employee undertaking approved training in accordance with this Clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- 11.7 All training conducted off the job in the Hunter Valley will be paid at ordinary time. No overtime will be claimed for local training courses unless the daily hours spent in training, less lunch breaks, exceeds 10 hours.

## 12. General

- 12.1 Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the NSW Transport Industry - Mixed Enterprises Interim (State) Award. Where there is inconsistency between this Agreement and the award, this Agreement shall prevail.
- 12.2 The uniform standards and conditions of the N.S.W. Industrial commission as varied from time to time shall apply to persons covered by this Agreement, unless otherwise specified in this document, in respect of the following matters:
- Workers Compensation
  - Annual Leave
  - Bereavement Leave
  - Long Service Leave
  - Parental Leave
- 12.3 Carers leave entitlements will be as specified below:

An employee other than a casual employee, with not less than 3 months continuous service, with the responsibilities set out in subclause (b), shall be entitled to use any current or accrued sick leave entitlement, subject to the following

- a) The employee shall, if required, establish by the production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave where they are not the primary carer of the person.
- b) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned and the person concerned falling into one of the following categories:

"relative" means a person related by blood, marriage or affinity:

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other: and

"household" means a family group living in the same domestic dwelling.

- c) A maximum of 5 days in any year of entitlement.
- d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not possible for the employee to give prior notice of absence, the employee shall notify the employer of such absence as soon as possible after their the normal starting time.

### **13. Clothing**

- 13.1 The Company shall supply all employees with five (5) sets of clothing annually. Uniforms shall be of a type and standard as determined by the Company, and may include short or long trousers at the employee's election. Whilst undertaking work for the Company, uniforms shall be worn and maintained in a clean and tidy condition.

### **14. Occupational Health and Safety**

- 14.1 Dyno Nobel Asia Pacific Limited has a strict policy in relation to Occupational Health and Safety matters, and all employees will be made aware of that policy by the Company. Employees will attend meetings and training sessions in relation to Occupational Health and Safety in paid time, and all employees will adhere to the Company's policy. It is understood by all employees that non-compliance for any reason whatsoever will result in disciplinary action as per the Company Policies.

The Company recognises its responsibility to comply with its obligations under the Occupational Health and Safety Act. The Company expects all employees to report all unsafe conditions immediately. The Company shall supply all required protective/safety equipment in accordance with either its own policy, or the relevant legislation as amended from time to time.

### **15. Equal Opportunity**

- 15.1 It is the policy of the Company that there shall be no discrimination relating to sex, marital status, pregnancy, race, religion, colour, national origin, impairment or political conviction. Entry into the Company, selection for specific jobs and career progression will be determined by personal merit and criteria related to the effective performance of the job.

### **16. Settlement of Disputes**

- 16.1 Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:
- 16.1.1 The matter shall first be raised by the aggrieved employee(s)/TWU delegate with their immediate supervisor who shall take all necessary steps to resolve the matter.
- 16.1.2 In the event of an industrial dispute, the TWU organiser of the job and the HV Operations Manager shall attempt to resolve the matters in issue in the first place.
- 16.1.3 In the event of failure to resolve the dispute at this level, the matter shall be the subject of discussions between the TWU Secretary of the job and the Regional Manager.
- 16.1.4 In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution. Every endeavour shall be made by all parties to ensure that normal work continues during the above-mentioned process.

### **18. Alcohol and Drug Abuse**

- 18.1 The parties to this Agreement are committed to complying with the companies Drug and Alcohol policies and with complying to the Drug and Alcohol policies of our Customers whenever we are working at their sites.

### **19. Area, Incidence and Duration**

- 19.1 This Agreement shall take effect from the first full pay period following the 21st June 2002 and shall remain in force until the end of the pay period containing the 21st June 2004.
- 19.2 A CPI adjustment to the wage rates, excluding overtime, shall be made after 12 months from the start of the agreement, in the pay week containing 21st June 2003. The indexation rise shall be 50% of the CPI for the previous 12 months.

## **20. Flexibility**

- 20.1 The employer may direct an employee to relieve or cover absences anywhere in the Hunter Valley for sickness, annual leave or to meet customer demand provided the employee is trained and assessed as competent to fulfil the required duties. Notice of the need to perform relief duties at a different location than normal shall be 24 hrs, unless mutually agreed otherwise. Personal geographic location shall be considered when arranging relief coverage.

## **21. Shiftwork**

- 21.1 The parties to this agreement recognise that business circumstances may change necessitating the introduction of increased levels of shiftwork. The parties agree to negotiate any new shift arrangements within the life time of this agreement.
- 21.2 Rosters will be mutually agreed wherever possible and the parties agree to negotiate in good faith.

## **22. Redundancy**

- 22.1 Entitlements to redundancy pay will be as specified in the attached document.(The reference number for this Dyno Nobel Asia Pacific Ltd document is Doc reference 16.5, Section 6.3 revision number 3 dated 9/2/2000 (See inserted copy below)

### **6.3 Redundancy**

When a position becomes redundant, the Company will, to the best of its ability endeavour to find an alternative position elsewhere within the operation that meets the affected employees skills and qualifications. If the Company is unsuccessful in identifying an alternate position, the option of retrenching the employee will be considered. If a decision to retrench the employee is made, the following process must be adhered to.

However, if an alternate position/s is/are identified the position/s must be explained to the employee, with the employee being given sufficient time to consider these options. If an employee refuses a reasonable alternative position, a redundancy payment may not be warranted.

It is the Company's intention that all employees facing redundancy are treated with respect and dignity. It is important throughout the entire process for the manager to act in a way, which preserves the employee's self esteem.

#### **6.3.1 Retrenchment Process**

Redundancy is a serious, and frequently expensive option, and thus all aspects of a potential redundancy must be discussed with Human Resources prior to any discussion with the employee. In all instances Human Resources will advise the SVP Asia Pacific of any actions that are proposed.

A severance calculation will be organised through Human Resources, giving details of the components which comprise their redundancy package.

The Manager/Supervisor will arrange an interview with the affected employee, advising them that they will be retrenched, providing counselling throughout the interview. It is important to explain the circumstances that brought about this situation and that their performance was not a factor in this decision. Hand to the employee their severance calculation, explaining each component. At this stage, final termination dates should also be discussed.

The employee will be given a period of notice of the impending redundancy. In the majority of cases, the employee will be expected to continue to perform their duties up to the date of termination. The Company may request an alternative termination date and this may occur at any time during the notice period. The Company is then obliged to pay the appropriate salary in lieu

of notice. The employee may also request a termination date within the notice period and in that instance, they forfeit pay in lieu of notice for the un-worked portion.

The employee will have access to counselling through the EAP. Human Resources will be available for all employees by offering advice and assistance, as required.

### 6.3.2 Formula for Calculating the Severance Package

Minimum of one (1) months pay in lieu of notice. This notice period may be shortened or lengthened by mutual agreement or the notice period may be worked;

One (1) months additional pay in lieu of notice for employees over 45 years of age;

One (1) calendar months pay for each completed year of service, to a maximum of six (6) months pay;

Payout of all Annual Leave entitlements;

Pro rata Long Service Leave after 5 years of continuous service with the Company.

Signed for and on behalf of  
Dyno Nobel Asia Pacific Limited

Date 7/6/02

Witness

Date 7/6/02

Signed for and on behalf of the  
Transport Workers' Union of Australia,  
New South Wales Branch.

Date 25/6/02

Witness

Date 25/6/02