

Dyno Nobel
Port Hedland Emulsion Plant
Enterprise Agreement 2024

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2 Title

This Agreement shall be known as the Dyno Nobel Port Hedland Emulsion Plant Enterprise Agreement 2024.

3 Parties Bound, Scope and Nature of Agreement

- (a) This Agreement binds and shall apply to:
- i. Dyno Nobel Asia Pacific Proprietary Limited ABN 38 003 269 010 (**Dyno Nobel**), in relation to its Employees covered by this Agreement; and
 - ii. Employees of Dyno Nobel, covered by the scope of this Agreement and for whom classifications are defined in clause 6 (**Employee or Employees**).
- (b) This Agreement will apply to all work in or in connection with the operation of the Port Hedland Emulsion Plant site including maintenance, repair, renovation, outage, shutdown, commissioning, decommissioning, rehabilitation, upgrading, life extension activities, quality assurance and analysis, debottlenecking, and minor capital works on plant, equipment, machinery and other engineering mechanical, process or works (whether or not the work is done at the Port Hedland site). This Agreement does not apply to managerial, professional, technical or administrative personnel; or Employees employed in salaried staff positions; or Employees with a trade certificate engaged to utilise trade in their role (e.g. Maintenance Fitter, Operator/Maintainer).
- (c) The parties to this Agreement are committed to genuinely identifying and implementing measures as to improve productivity and efficiency at the facility during the life of this Agreement. It is everyone's accountability to contribute their knowledge, ideas and discretionary effort to reduce waste, apply authorised analysis and improvement methods to keep processes in control, and to always contribute individual capabilities in support of the team goals.
- (d) This Agreement is stand alone and insular in nature and has been developed by the parties to reflect and accommodate the specific circumstances of Dyno Nobel's Port Hedland Emulsion Operations.
- (e) **Operating Philosophy**
- i. **Vision**
To safely and reliably deliver low cost, high quality emulsion products to our customers in a sustainable way.
 - ii. **Strategy**
 - Operational excellence will be achieved through our people.
 - The culture we create will be achieved through engaged people and values driven leadership.
 - Excellent performance will be achieved through world class planning and disciplined work execution. We will reliably provide quality product to our customers through teamwork, flexibility, a learning culture centred in collaboration and caring for the wellbeing of others.
 - iii. **Zero Tolerance Behaviours**

Dyno Nobel has zero tolerance on this site for unacceptable behaviours. Dyno Nobel regards the following (non exhaustive) behaviours to be sufficient to amount to serious misconduct which may result in summary dismissal of an Employee:

1. Wilful disregard for a safety standard or system where there was potential for reportable harm (Health Safety and Environment);
 2. Failure to report an incident where there was potential for reportable harm (Health Safety and Environment);
 3. Threatening, intimidating or violent behaviour;
 4. Theft or fraud;
 5. Misrepresentation of data;
 6. Possessing drugs on site in contravention of the fitness for work policy;
 7. Possessing weapons or banned substances on site; and
 8. Failure to advise Dyno Nobel, or its representative, of reasonable issues relating to alertness such as drugs, alcohol or fatigue.
- (f) This Agreement will operate to the exclusion of any other industrial agreements, awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the *Fair Work Act 2009* (Cth) (**FW Act**)).
- (g) The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (**NES**). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

4 Date and Period of Operation

- (a) This Agreement shall commence operation seven (7) days after the Fair Work Commission approves this Agreement (**Commencement Date**) and shall remain in force for a period of four (4) years from the date the Fair Work Commission approves this Agreement.

5 Contract of Employment

5.1 Probationary Period

- (a) Dyno Nobel will initially engage the new Employees for a period of probationary employment. The Employee will be advised in advance that the employment is probationary, and the duration of the probation will be six (6) months. Employment may be terminated without notice during the probationary period where the Employee engages in Serious Misconduct.
- (b) If an Employee is absent from work during their probationary period on unpaid leave, their probationary period may be extended to the extent of the period of the unpaid leave.

- (c) During the probationary period, the Employee's employment can be terminated upon one (1) weeks' notice.

5.2 Existing FIFO Operators

Dyno Nobel Employees/operators engaged on a FIFO basis prior to this Agreement, will continue to be engaged on a FIFO basis, on a roster suitable to meet operational requirements on site. Through natural attrition, new Employees where possible will be recruited locally on a residential basis.

5.3 Employment Categories

- (a) All Employees will be engaged as either a:
- Full time employee;
 - Part time employee;
 - Casual employee.
- (b) Employees may also be engaged on a fixed term basis, and will receive pro rata terms and conditions of employment over that term.
- (c) A part time Employee is an Employee who is engaged to work an average of fewer than 38 ordinary hours per week and receives on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kinds of work.
- (d) Casual and part time Employees will be engaged and paid for a minimum of four consecutive hours per shift. In order to meet their personal circumstances a casual or part time Employee may request and Dyno Nobel may agree to an engagement for no less than three consecutive hours per day or shift.
- (e) Offers and requests for casual conversions will be in accordance with the NES.

6 Classifications

- (a) At the start of employment, each Employee shall be assigned to one of the following classifications:
- Operator (Entry Level)
 - Operator (Competent)
 - Operator (Senior)
- (b) Employees will be assigned to and will progress through the classifications on the basis of the Employee's skills, qualifications, experience, and vacancies in a higher position.
- (c) During the life of this Agreement, Dyno Nobel is committed to reviewing the classification structure. The review of the structure will form the basis of any consultative group meetings and the consultation and change process will be carried out in accordance with clause 19 of this Agreement.
- (d) Employees must perform work in a fully flexible manner as reasonably required by Dyno Nobel. Work will not be performed in streams, but rather Employees will perform any work provided the duties are within the limits of the Employee's skill, competence and training. This includes using any skills, tools and equipment as may be required (subject to any licencing requirements).

7 Remuneration

7.1 Salary

- (a) Employees will be paid an annualised base salary. The annualised base salary rate for each classification is set out in Appendix 1 of this Agreement.
- (b) Salaries will increase in accordance with Appendix 1 during the life of this Agreement. The increases are:
 - i. For Entry, Competent and Senior Operators
 - a. 5% of base salary on commencement of this Agreement.
 - b. 4% of base salary 12 months from commencement of this Agreement.
 - c. 3% of base salary 24 months from commencement of this Agreement.
 - d. 3% of base salary 36 months from commencement of this Agreement.
 - ii. For Existing Senior (as defined) Operators
 - a. 2.75% of base salary on commencement of this Agreement.
 - b. 2.75% of base salary 12 months from commencement of this Agreement.
 - c. 2.75% of base salary 24 months from commencement of this Agreement.
 - d. 2.75% of base salary 36 months from commencement of this Agreement.
- (c) The payments and benefits provided under this Agreement compensate Employees for any loadings, allowances or other benefits that they may have otherwise been entitled to receive under any other awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the FW Act).
- (d) Casual Employees will be paid an hourly rate calculated on the basis of 1/38th of the weekly base salary rate for their appropriate classification plus a casual loading of 25%. The casual loading is paid in lieu of entitlements under this Agreement to annual leave, personal/carer's leave, community service leave, paid parental leave, public holidays not worked, notice of termination of employment and redundancy.
- (e) Base salary includes compensation for all conditions on the site and skills associated with or likely to be associated with work on the site (including but not limited to special payments to compensate for overtime, call back, stand by, Saturday Work, Sunday Work, public holiday work, location and all site disabilities such as working with chemicals, heat, location, dirt, loadings, travel, wind, fumes, confined spaces, irritant and insulation, any site allowances and dust allowances, meal allowances, annual leave loading, and all work on the site). This rate also includes compensation for the climate conditions, areas of work, fly-in fly-out conditions and the wearing of any safety equipment required by Dyno Nobel.
- (f) Employees who work night shift will be paid a night shift allowance of 7% of base salary. This allowance will not be paid if an Employee ceases to work night shift.
- (g) Payment will be on a monthly basis by electronic funds transfer into the Employee's bank, building society or credit union account. If Dyno Nobel makes salary sacrifice available in the Employee's employment contract and the Employee chooses to make personal salary sacrifice, the payment will be adjusted accordingly.
- (h) In all cases where overpayment has occurred Dyno Nobel shall, as soon as reasonably practicable, advise the Employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Employee will be consulted on the proposed method of recovering the overpayment. Dyno Nobel will also advise the Employee of the pay period from which the recovery of the overpayment is to commence. Any monies

owed by an Employee at the date of termination of their employment will become due to be paid on the date of termination.

7.2 Overtime

- (a) The overtime rate will be paid for hours worked beyond rostered working hours or shifts at the rate of one and a half times the base hourly rate for that Employee.
- (b) All overtime must be approved by the Employee's manager prior to its commencement. Any failure to do so may result in those overtime hours not being paid.

7.3 Leadership

- (a) All Employees may be required, from time to time, to undertake a leadership role in either a short-term relief or project capacity.

7.4 Emergency Response

- (a) All Employees will from time to time be required to participate in emergency response roles. Costs incurred in undertaking work associated with emergency training will be covered by Dyno Nobel (including either days in lieu or in some cases cash equivalent at the discretion of the manager). Employees will perform emergency response roles which are within their skills, competence and training.

8 Superannuation

- (a) Dyno Nobel will pay superannuation contributions on behalf of Employees covered by this Agreement in accordance with the Australian Superannuation Guarantee Legislation. Employees covered by this Agreement can elect to have the superannuation guarantee contribution paid by the Company to an approved superannuation fund chosen by the Employee and may nominate the level of any additional Employee contributions made to the fund.
- (b) Should an Employee not nominate a superannuation fund, the Company contribution will be paid into the Employee's stapled fund (as identified by the ATO). If the Employee does not have an existing superannuation fund the Company contribution will be paid into a complying MySuper superannuation fund chosen by Dyno Nobel. Dyno Nobel's contributions will be the legislated minimum of ordinary time earnings (or such other amount as determined by the Superannuation Guarantee (*Administration*) Act 1992 (Cth)).

9 Hours of Work and Rosters

- (a) The parties bound by this Agreement recognise that operational requirements or other circumstances may arise where different methods of working ordinary hours may be required to be implemented for an Employee or group of Employees. All parties and Employees bound by this Agreement commit to:
 - i. Flexibility in any way that ordinary hours are organised and worked to meet operational requirements;
 - ii. Working reasonable additional overtime;

- iii. Working shift work as required;
 - iv. Providing work coverage if required on a continuous basis without any shutdowns;
 - v. Being at the crew pre-start meeting each day at the specified start time; and
 - vi. Remaining at their workplace until their designated finishing time.
- (b) The parties also agree that hours of work provisions will be implemented in a suitable and flexible manner.
 - (c) The nominal maximum ordinary hours of work are 38 hours per week averaged over an Employee's roster cycle.
 - (d) Ordinary hours of work for rostered Employees shall generally be worked between the hours of 6.00am and 6.00pm for dayshift and 6.00pm and 6.00am for nightshift. However, the start and finish times may be moved by up to one hour each way upon Dyno Nobel giving one (1) weeks' notice to affected Employees. Shorter periods of notice may operate by agreement with any affected Employees concerned, or in the event of an emergency. The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Sunday.
 - (e) Subject to this Agreement and the NES, Employees are required to work rosters (including public holidays) that meet operational requirements. Employees are required to work such rostered hours, including shift work, reasonable overtime, weekend and public holiday work, as required for the effective performance of their role.
 - (f) Subject to clause 9(g), work shall be arranged in accordance with rosters issued by Dyno Nobel. Rosters shall generally consist of 12-hour shifts, in addition to reasonable overtime (subject to fatigue management requirements).
 - (g) Dyno Nobel has the right to introduce new rosters or modify any existing rosters. A corresponding change to the applicable annual salary will be made which will take into account any changes to the hours worked, as determined by Dyno Nobel. Dyno Nobel shall consult with Employees and provide a minimum of four (4) weeks' notice before introducing a new roster or changing between rosters. Shorter periods of notice may operate by agreement with any of affected Employee concerned, or in the event of an emergency. If an Employee's roster changes, the Employee's annualised salary will be amended accordingly from the date of the change of roster.
 - (h) Day workers shall be allowed an unpaid break of thirty (30) minutes for a meal during their ordinary working hours.
 - (i) Each shift worker shall be allowed one thirty (30) minute break in each shift for a paid meal break. The break time shall be mutually agreed with the Employee's supervisor so as not to interfere with the continuity of work where continuity is necessary. No deduction shall be made from the Employee's annual salary for this meal break.
 - (j) An Employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done when such plant is idle.
 - (k) There shall be allowed, without deduction of pay, a rest period of 20 minutes during the ordinary hours of each day or shift.

10 Salary Sacrificing

- (a) Salary sacrificing is an arrangement whereby an Employee agrees in writing with Dyno Nobel to substitute an amount of the Employee's base salary for other benefits. Where an agreement is made in writing to salary sacrifice, other entitlements under this Agreement are deemed not to have been diminished.
- (b) Company procedures dealing with salary sacrificing arrangements are found on Dyno Nobel's intranet, or by request through HR Shared Services.

11 Fatigue Management & Fitness for Work

- (a) When the Employee is required to perform work in excess of their rostered hours, the work must, wherever reasonably practicable, be arranged so that an Employee has at least 10 consecutive hours off duty between the work on successive shifts.
- (b) An employee, who has not had 10 consecutive hours off duty between the completion of one shift and the commencement of their next shift, must be released after completion of the work in excess of rostered hours until the Employee has had 10 consecutive hours off duty between shifts.

12 Leave

Employees are entitled to leave in accordance with the National Employment Standards (NES) and any additional Company provisions in excess of legislated entitlements.

The Fair Work Information Statement containing a summary of the NES will be provided to new Employees in accordance with the Company's obligations under the FW Act.

12.1 Annual leave and personal/carer's leave

- (a) Employees (other than casual Employees) covered by this Agreement are entitled to paid annual leave and personal/carer's leave under and subject to the provisions of the NES and any additional Company policies which provide benefits in excess of legislated entitlements.
- (b) All Employees (other than casual Employees) who are engaged as shift workers and who are rostered to work regularly on 34 Sundays and 6 public holidays are deemed to be 'shift workers' for the purpose of the NES. All such Employees will be entitled to 5 weeks annual leave for each year of service. All other Employees (other than casual Employees) will be entitled to 4 weeks annual leave for each year of service.
- (c) Annual leave accrues progressively on a pro-rata basis and is cumulative. Payment for annual leave will be at the base salary rate payable to an Employee immediately prior to taking leave.
- (d) Employees are encouraged to take their full entitlement of annual leave each year.
- (e) Employees may request to cash out up to two (2) weeks of any credited annual leave entitlement per annum (or the pro-rata equivalent for part time Employees). Such a request will only be considered if application is in writing and approved by the Employee's manager and the cashing out would result in the Employee's remaining accrued

entitlement to paid annual leave being at least four (4) weeks. Such requests are subject to approval by the Employee's manager in consultation with Human Resources. The Company cannot ask an Employee to cash out their annual leave or exert undue influence or undue pressure on an Employee in relation to a decision about whether or not to cash out a period of annual leave.

- (f) The Company may require an Employee to take annual leave by giving four (4) weeks' notice where the Employee has more than eight (8) weeks' of annual leave accrued.
- (g) All Employees (other than casual Employees) are entitled to ten days paid personal/carer's leave for each year of service. Personal/carer's leave accrues progressively on a pro-rata basis and is cumulative.
- (h) An Employee may take personal/carer's leave if taken:
 - i. Because the Employee is not fit for work because of a personal illness or injury; or
 - ii. To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - a. A personal illness, or personal injury, affecting the member; or
 - b. An unexpected emergency affecting the member.
- (i) Personal/carer's leave will be paid at an Employee's base salary rate.
- (j) An Employee taking personal/carer's leave must, unless it is not reasonably practicable to do so, notify their supervisor of any inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of absence.
- (k) Where the Company is not satisfied with an Employee's stated reasons for their absence, or for any absence of more than two consecutive days, Employees must provide the Company with a medical certificate, or if not reasonably practicable, a statutory declaration.
- (l) Where the Company is concerned that an Employee is developing an apparent pattern of absences over a reasonable period of time, the Company may formally counsel the Employee in relation to the taking of personal/carer's leave, and may require a medical certificate or other satisfactory evidence for all future absences. Where the Employee fails to comply with these requirements, the Employee may be disciplined in accordance with the Company's disciplinary procedures.

12.2 Other leave

- (a) Employees (including casuals, where entitled under the NES) are entitled to parental leave in accordance with the NES.
- (b) Employees (including casuals, where eligible under the *Paid Parental Leave Act 2009* (Cth)) are entitled to paid parental leave under the *Paid Parental Leave Act 2009* (Cth).
- (c) Employees are entitled to paid compassionate leave in accordance with the NES. Casual Employees are only entitled to unpaid compassionate leave under the NES.
- (d) Employees (including casuals) are entitled to unpaid carer's leave in accordance with the NES.
- (e) If an Employee is absent from work because of an illness or non-work related injury for a period longer than the Employee's accrued personal leave entitlements then Dyno Nobel may, in its absolute discretion, grant unpaid personal leave in excess of the accrued entitlement.

- (f) Employees covered by this Agreement shall be entitled to long service leave under and subject to the provisions of the *Long Service Leave Act 1958 (WA)*.
- (g) Employees (including casuals) are entitled to community service leave in accordance with the NES. An employee, other than a casual employee, required to attend for jury service during ordinary working hours shall be reimbursed by Dyno Nobel an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary time wage they would have received in respect of the ordinary time usually worked had they not been on jury service.
- (h) Employees are entitled to family and domestic violence leave in accordance with the NES.
- (i) Payment of leave entitlements upon termination will be in accordance with prevailing legislation.
- (j) Employees may request flexible working arrangements in accordance with the NES.
- (k) Upon request, the Company will approve paid union leave of up to five (5) days per year for recognised union delegates for training, on the basis that reasonable notice is provided and site operations will not be adversely affected.

13 Termination of Employment

- (a) An Employee (other than a casual employee) who wishes to resign must give four (4) weeks' notice in writing.
- (b) Dyno Nobel may, at its discretion, require an Employee who gives notice in writing to work until the expiration of the written notice period or may pay the Employee a sum in lieu of working through the notice period.
- (c) If an Employee does not provide the required notice period, and as a consequence is paid for time they did not work, they authorise the Company to withhold or deduct from their termination pay the equivalent amount of remuneration in lieu. Dyno Nobel may terminate an Employee's employment by giving the Employee the standard period of four (4) weeks written notice or may pay the Employee in lieu of notice. In addition to the notice provided for below, Employees over 45 years of age and with more than two (2) years' continuous service at the time of the giving of notice shall be entitled to an additional one (1) weeks' notice from Dyno Nobel. This clause does not apply to a casual employee, as 13(f) provides for the termination of casual Employees.
- (d) Dyno Nobel shall have the right to dismiss any Employee without notice for serious misconduct and, in such cases, the annualised salary shall be paid up to the time of dismissal only. Examples of serious misconduct are outlined at clause 3(e)(iii).
- (e) The absence of any Employee from work for a continuous period exceeding three (3) working days without the consent of Dyno Nobel and without notification, or a reason acceptable to the company, shall be prima facie evidence that the Employee has abandoned employment. The Company will make reasonable attempts to contact an Employee before declaring that the Employee has abandoned their employment. The Company may terminate the Employee's employment on this basis and in accordance with clause 14. In these circumstances:
 - i. Abandonment of employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later; and

- ii. The Employee will be paid up to the date of abandonment and no notice of termination is payable.
 - iii. Consistent with clause 3(g) of this Agreement, this clause will apply in a manner that does not exclude the NES.
- (f) A casual Employee can resign by giving one day's notice Dyno Nobel can terminate a casual Employee's employment or the casual Employee's allocation to work on a particular roster by giving one day's notice or payment in lieu of such notice to the employee.
- (g) **Qualifications and Licences**
- i. It shall be the Employee's responsibility to ensure that they have all appropriate and current licences to enable them to perform their duties in accordance with their position description.
 - ii. Should for any reason such licenses be revoked, suspended or terminated by the issuing agency, which in effect, prevents the Employee from performing their normal work duties or accessing site, the Employee shall be stood down on full pay during any corresponding investigation. The Employee shall make themselves available for the purposes of the investigation. Employees are obliged to notify the Company immediately of any revocation, suspension or termination of applicable licences.
 - iii. At the conclusion of the investigation, the Company shall reserve the right to suspend without pay or terminate the Employee's employment with notice in accordance with clause 13 if the revocation, suspension or termination of licence/s is not altered.
 - iv. It will be at the Company's discretion as to whether suitable alternate duties can be provided.

14 Redundancy Pay

- (a) Subject to sub-clause (c), an Employee that has their employment terminated by Dyno Nobel because of redundancy is entitled to a redundancy payment as follows:
- i. one months' pay for each completed year of service up to a maximum of 12 months' pay; and
 - ii. an additional one months' pay if an Employee is aged 45 years or older; and
 - iii. payment of pro-rata long service leave if the Employee has at least five 5) years' service with Dyno Nobel.
- (b) A redundancy payment is in addition to the notice of termination or payment in lieu of notice given to an employee.
- (c) The following Employees are not entitled to a redundancy payment:
- i. an Employee who is engaged in a different position within Dyno Nobel or is engaged by a related body corporate of Dyno Nobel
 - ii. an Employee with less than one year of service with Dyno Nobel;
 - iii. an Employee whose employment is terminated due to misconduct or poor performance;
 - iv. a Casual Employee;
 - v. an Employee employed for a specified period of time or specified purpose;

- vi. an Employee whose employment transfers to a business not related to Dyno Nobel and that new employer recognises the Employee's service with Dyno Nobel as being service with the new employer. This exclusion applies if the Employee refuses employment with the new employer.
- (d) For the avoidance of doubt, nothing in this clause limits or reduces an Employee's entitlements under the NES.

15 Dispute Settlement Procedure

- (a) If a dispute relates to a matter arising under this Agreement or in relation to the NES, Dyno Nobel's Fair Treatment Procedure as described in Appendix 2 will be followed.
- (b) If the dispute relates to, or involves, any of the individuals involved in Steps 1 – 3 of the Fair Treatment Procedure, the dispute may be referred to Human Resources who will nominate a suitable person to resolve the dispute.
- (c) At each stage of the Fair Treatment Procedure, the dispute only needs to progress to the next stage if the relevant Employee is not satisfied with the outcome.
- (d) A party to the dispute may appoint a representative to represent them at any stage of the Fair Treatment Procedure.
- (e) In the event that the dispute is referred to the Fair Work Commission, the Fair Work Commission may attempt to resolve the dispute by conciliation, in the first instance, and then where the parties mutually agree, by arbitration.
- (f) While the parties are attempting to resolve the matter the Employees will continue to work in accordance with the directions of Dyno Nobel. If the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must comply with a direction by Dyno Nobel to perform other available work that is safe and appropriate for the Employee to perform.

16 Occupational Health and Safety and Site Security

- (a) Employees must comply with Dyno Nobel's health and safety requirements as determined by Dyno Nobel from time to time, including Dyno Nobel's drug and alcohol and smoking policies operating at site from time to time.
- (b) Dyno Nobel may conduct random and for cause drug and alcohol testing in accordance with Dyno Nobel's drug and alcohol policy from time to time.
- (c) The Dyno Nobel site is a 'non-smoking' site.
- (d) Employees are required to carry out their duties in a safe manner and comply with relevant Acts, Regulations, Codes of Practice and Dyno Nobel's health and safety policies and procedures, as amended from time to time.
- (e) Employees are required to comply with Dyno Nobel's safety management system as prescribed under the Australian Standard (AS) 4801. Employees agree to being subject to searches of their personal belongings and agree to provide Dyno Nobel with any personal belongings brought onto site in contravention of Dyno Nobel's safety management system. If required under Dyno Nobel's site security procedures, Employees agree to obtain national police clearance at Dyno Nobel's expense.

- (f) Whist at work Employees are expected to wear safety boots, safety glasses and any other safety equipment that is supplied. The Company will provide Employees with work clothes and PPE on a reasonable 'as needs' basis.

17 Dyno Nobel Policies and Procedures

- (a) Employees are required to comply with Dyno Nobel policies and procedures where these impose a requirement on the employee. Dyno Nobel reserves the right to amend, revoke or replace its policies and procedures at its discretion, in accordance with what it considers are its business needs. Dyno Nobel policies and procedures do not form part of this Agreement.
- (b) A copy of all policies and procedures (as amended from time to time) shall be made readily accessible to Employees at site.

18 Individual Flexibility Arrangement

- (a) An employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - i. this Agreement deals with 1 or more of the following matters:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. leave loading; and
 - ii. the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in paragraph (1); and
 - iii. the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- v. states the day on which the arrangement commences.
- (d) The employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or Employee may terminate the individual flexibility arrangement:
 - i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the employer and Employee agree in writing — at any time.

19 Consultation

- (a) This term applies if Dyno Nobel:
 - i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
 - i. Dyno Nobel must notify the relevant Employees of the decision to introduce the major change; and
 - ii. subclauses (c) to (h) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise Dyno Nobel of the identity of the representative;

Dyno Nobel must recognise the representative.

- (e) As soon as practicable after making its decision, Dyno Nobel must:
 - i. discuss with the relevant Employees:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the Employees; and
 - c. measures Dyno Nobel is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the Employees; and
 - c. any other matters likely to affect the Employees.

- (f) However, Dyno Nobel is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) Dyno Nobel must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Dyno Nobel, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on Employees** if it results in:
 - i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation or size of Dyno Nobel's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(ii):
 - i. Dyno Nobel must notify the relevant Employees of the proposed change; and
 - ii. subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - i. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - ii. the Employee or Employees advise Dyno Nobel of the identity of the representative;

Dyno Nobel must recognise the representative.

- (m) As soon as practicable after proposing to introduce the change, Dyno Nobel must:
 - i. discuss with the relevant Employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant Employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what Dyno Nobel reasonably believes will be the effects of the change on the Employees; and
 - c. information about any other matters that Dyno Nobel reasonably believes are likely to affect the Employees; and
 - iii. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, Dyno Nobel is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- (o) Dyno Nobel must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
relevant Employees means the Employees who may be affected by a change referred to in subclause (a).

20 Definitions

The following definitions apply to this Agreement:

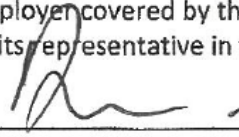
'Agreement'	means this Dyno Nobel Port Hedland Emulsion Plant Enterprise Agreement 2024.
'Annualised Salary'	means the total amount payable to an Employee based on their assigned role.
'Casual Employee'	means an Employee who is engaged on a shift-to-shift basis.
'Child'	means someone who is: <ul style="list-style-type: none"> a) a child as described in the <i>Family Law Act 1975</i>; or b) an adopted or step child; regardless of whether the person is an adult or not.
'Commencement Date'	has the meaning set out in clause 4.
'de facto partner'	<ul style="list-style-type: none"> a) means a person who, although not legally married to the employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same or different sexes); and b) includes a former de facto partner of the employee.
'Dyno Nobel'	has the meaning set out in clause 3(a)(i)
'Employee'	has the meaning set out in clause 3(a)(ii)
'Existing Senior'	means those Employees (as defined in this Agreement) who were covered by the Dyno Nobel Port Hedland Emulsion Plant Enterprise Agreement 2015 and were employed prior to 11 February 2016 and have remained employed by the Company and covered by that agreement.
'FW Act'	means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
'IFA'	Means individual flexibility arrangement.
'Immediate Family'	the following are members of an Employee's immediate family: <ul style="list-style-type: none"> a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;

	b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
'Long Service Leave Legislation'	means the <i>Long Service Leave Act 1958 (WA)</i> as amended from time to time.
'NES'	means the National Employment Standards contained in the FW Act.
'Night Shift'	a night shift is one that finishes between 12.00pm and 6.00am the following day.
'Public Holiday'	means the following: <ul style="list-style-type: none"> a) New Years Day; b) Australia Day; c) Good Friday; d) Easter Saturday; e) Easter Monday; f) ANZAC Day; g) King's Birthday; h) Labour Day; i) Christmas Day; j) Boxing Day; k) Any day substituted as a Public Holiday for any of the days listed above. Where a substitution occurs, only the substitute day is considered to be the Public Holiday; and l) Any other day or part day proclaimed as a public holiday by the Federal Government of the Western Australian State Government.
'related body corporate'	has the meaning given in the <i>Corporations Act 2001 (Cth)</i> .
'Senior Operator'	A competent operator who demonstrates the capacity and is required to undertake a range of additional responsibilities in order to meet operational requirements.
'Spouse'	Includes a former spouse.

21 Signatories

SIGNED

For Dyno Nobel Asia Pacific Proprietary Limited (ABN 38 003 269 010) with Authority to sign as the Employer covered by this Agreement
By its representative in the presence of



Signature

Luke William Dwyer

Full Name (please print)

Site Manager

Position

c/- 282 Paringa Rd, Murarrie, QLD, 4172

Address



Witness

Courtney King

Name (please print)

For Dyno Nobel Employee Representatives with Authority to sign as the representative of Employees covered by this Agreement
Employee Representative



Signature

BRONWYN CLARK

Full Name (please print)

PLANT OPERATOR

Position

c/- 282 Paringa Rd, Murarrie, QLD, 4172

Address


Cosentino

Witness

Grace Cosentino

Name (please print)

For Dyno Nobel Employee Representatives with Authority to sign as the representative of Employees covered by this Agreement
Employee Representative



Signature

Matthew Barnesby-Johnson

Full Name (please print)

Plant Operator

Position

c/- 282 Paringa Rd, Murarrie, QLD, 4172

Address

Cosentino

Witness

Grace Cosentino

Name (please print)

POSITION CLASSIFICATIONS AND SALARIES

Even Time Roster				
Level	2024	2025	2026	2027
	From date of commencement	12 months after the date of commencement	24 months after the date of commencement	36 months after the date of commencement
Entry	\$90,049	\$93,651	\$96,461	\$99,354
Competent	\$102,045	\$106,127	\$109,311	\$112,590
Senior	\$112,250	\$116,740	\$120,242	\$123,850
Existing Senior	\$128,671	\$132,209	\$135,845	\$139,581

8/6 Roster				
Level	2024	2025	2026	2027
	From date of commencement	12 months after the date of commencement	24 months after the date of commencement	36 months after the date of commencement
Entry	\$102,913	\$107,030	\$110,241	\$113,548
Competent	\$116,623	\$121,288	\$124,927	\$128,675
Senior	\$128,286	\$133,417	\$137,420	\$141,543
Existing Senior	\$147,052	\$151,096	\$155,251	\$159,521

Dyno Nobel Port Hedland Emulsion Plant Fair Treatment Procedure

