



DECISION

Fair Work

Act 2009

s.185—Enterprise agreement

Peabody Chpp Pty Ltd
(AG2024/772)

CMVJ CHPP ENTERPRISE AGREEMENT 2024

Coal industry

COMMISSIONER CIRKOVIC

MELBOURNE, 2 APRIL 2024

Application for approval of the CMVJ CHPP Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *CMVJ CHPP Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Peabody Chpp Pty Ltd (the Employer). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 1.4 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[5] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Mining and Energy Union (MEU) being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[7] The Agreement was approved on 2 April 2024 and, in accordance with s 54, will operate from 9 April 2024. The nominal expiry date of the Agreement is 9 April 2027.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/772

Applicant:

Peabody CHPP Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Scott Daniel Moran, Director Operations HR - AU, have the authority given to me by Peabody CHPP Pty Ltd to give the following undertakings with respect to the *CMJV CHPP Enterprise Agreement 2024* ("the Agreement");

1. Clause 5.2 Annual Leave – the following sentence is inserted at the end of the first sentence:

'Subject to the NES, an employee will be also entitled to the sixth week of annual leave if they work a roster requiring ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.'
2. Clause 2.10 Abandonment of Employment – the following sentence is inserted at the end of the first sentence:

'An employee who is considered to have abandoned their employment in accordance with this clause will be paid notice in accordance with clause 2.8.'
3. Clause 5.2 Annual Leave will be applied in a manner consistent with s.90(2) of the *Fair Work Act 2009* (Cth) which relates to an employee's entitlement to be paid untaken paid annual leave when their employment ends.
4. Clause 5.5 Parental Leave will be applied in a manner consistent with s.74 of the *Fair Work Act 2009* (Cth) which relates to an employee's requirement to give notice of taking leave.
5. Clause 5.4 Compassionate Leave – the following sentence is inserted at the end of the clause:

'An employee will also be entitled to compassionate leave under this clause on each occasion after:
(a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
(b) the employee, or the employee's spouse or de facto partner, has a miscarriage.'

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 MAR 2024
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**(Peabody Energy Australia)
CMJV CHPP Enterprise
Agreement 2024**

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(Peabody Energy Australia)

CMJV CHPP Enterprise Agreement 2024

1. APPLICATION AND OPERATION

1.1. Title

This agreement will be known as the CMJV CHPP Enterprise Agreement 2024 ("**Agreement**").

1.2. Parties

The Parties to the Agreement are:

- Peabody CHPP Pty Ltd ("**the Company**"); and
- The Employees of the Company that work at the CMJV Coal Handling and Preparation Plants (CHPPs).

1.3. Term

This Agreement shall take effect on the seventh day after the date of approval by the Fair Work Commission in accordance with the *Fair Work Act 2009* (Cth) ("**FW Act**") (the "**Commencement Date**") and will expire three (3) years from that date. The Agreement will continue to apply unless and until it is replaced or otherwise ceases to operate in accordance with the FW Act.

1.4 NES Applications

Where there is an inconsistency between this Agreement and the NES, and the NES provides for a more beneficial entitlement, or a benefit provided in the NES is not referenced in this Agreement, the NES provision will apply to the extent of the inconsistency.

1.5 Definitions

- **Agreement** means this Enterprise Agreement
- **FW Act** means the *Fair Work Act 2009* (Cth)
- **Award** means the *Black Coal Mining Industry Award 2020*
- **NES** means the National Employment Standards
- **Company** means Peabody CHPP Pty Ltd
- **Employee** - is defined as an individual engaged by the Company under the Employment Categories outlined in clause 2.2 of this Agreement.
- **Operation** means the CMJV Coal Mine Coal Handling and Preparation Plants (CHPPs)
- **Ordinary hours of work** means thirty-five (35) hours per week which may be averaged over the roster cycle.
- **Roster Base Wage** means compensation for all ordinary hours worked, rostered overtime and penalty rates associated with the relevant roster.

- **Roster Cycle**- is made up of a number of Roster Tours to arrive at the same day and shift on which the cycle started.
- **Roster Tour** - means the total period of an Employee's rostered on and rostered off shifts which recur to collectively form a roster cycle.
- **Night Shift** means any shift the ordinary hours of which finish after midnight, and at or before 8.00am.
- **Permanent Night Shift Employee** is an Employee who works night shift only; stays on night shift for a longer period than four consecutive weeks; or works on a roster that does not give at least one-third of the Employee's working time off night shift in each roster cycle.
- **Base Annualised Salary** - Is the Base Salary and includes compensation for the following:
 - All allowances;
 - Fares and travelling time not elsewhere prescribed herein;
 - Rostered and worked public holidays; and
 - Rostered days off falling on a public holiday.
- **Total Fixed Remuneration** - means Base Salary plus the Company's annual superannuation contribution.

1.6. Objectives of the Agreement

The objective of this Agreement is to enhance safety, lift productivity, reduce costs and provide greater job security for Employees.

1.7 Comprehensive Agreement

This Agreement sets out all the entitlements to remuneration and conditions of employment whilst engaged at the CHPP at the CMJV and covered by this Agreement. This Agreement supersedes and replaces all past agreements, customs and practices, either written or verbal. The provisions of the *Black Coal Mining Industry Award 2020* ("**Award**") (as amended or replaced) will only apply in relation to matters, which this Agreement specifically indicates, should be determined by reference to the Award.

1.8 No Extra Claims

The parties agree that for the term of this Agreement they shall make no extra claims.

2 CONTRACT OF EMPLOYMENT

The Company may direct Employees to carry out any lawful work that is within their skills, training, experience, knowledge, and authorisation.

2.1 Probationary Period

New Employees will be engaged on a probationary period of twelve (12) weeks. This does not replace the qualifying period as per the FW Act. During this period either the Company or the Employee may terminate the Employee's employment on the giving of one week's notice. The Company may make payment in lieu of providing notice.

2.2 Employee Categories

Employees may be engaged as full time, part time, job share, fixed term or fixed task as defined in the Award or as otherwise specified.

- **Full -Time Employee** - A full-time permanent Employee is one whose ordinary hours of work are an average of thirty-five (35) hours per week over a roster tour.
- **Part-Time Employee** - A part-time permanent Employee is one whose ordinary hours of work are less than thirty-five (35) hours per week and has reasonably predictable hours of work. The Employees' ordinary hours of work may be increased or reduced by agreement

between the Employee and the Company. Part-time Employees' base rate of pay leave entitlements and other non-expense related conditions will be on a pro rata basis unless otherwise specified.

- **Job Share** - Job sharing is an alternative work schedule in which two (2) Employees voluntarily share the responsibilities of one full-time position. Job sharing creates regular part-time employment (e.g. alternative weeks) where there is one full-time position. Payment is made proportional to the rate of one (1) full-time position. Job share Employees' base leave entitlements and other non-expense related conditions will be on a pro rata basis unless otherwise specified.
- **Fixed Term Employee** - Employees may be employed on a fixed term basis for the duration of a project. If an employee is employed for a specific period of time, that time will be for a period of six (6) months, and can be extended by agreement up to twelve (12) months. Fixed term Employees will be treated the same as permanent Employees except they will not receive severance and retrenchment payments as they are employed for a specific project or period. A person on a fixed term contract may be engaged on a part-time basis and will be paid the base rate of pay, leave entitlements and other non-expense related conditions on a pro rata basis.

2.3 Employee Classifications

A classification system has been developed to reflect the varying responsibilities and levels of experience within operating crews. An Employee may remain at a particular level and as part of their development, begin to acquire the necessary skills and experiences associated with a higher-level role, without officially progressing to the higher level. This development may be in preparation for the Employee's future progression to a higher level at their current place of work or at an alternate site where the appropriate vacancies arise and an Employee is successfully appointed. Level classifications will not be considered appropriate grounds for the Employee to refuse to perform work activities within their scope of competency and authorisation where required. The appointment of an Employee to another level will be dependent upon an Employee being assessed by the Company as suitable for and competent to perform the role.

Employee classifications are as follows:

An Employees' entitlement under this Enterprise Agreement depends upon the nature of the work being performed by the Employee from time to time:

- **Trainee Technician** – a new or inexperienced Employee who is in training and who performs required work under supervision. An Employee remains in this classification until assessed by the Company as meeting the requirements to progress to a Level 1 Technician.
- **Level 1 Technician** – an Employee who is assessed as competent to perform the required tasks in a variety of operating circumstances and under limited supervision.
- **Level 2 Technician** - an Employee who is assessed as competent to perform the required tasks in a variety of operating circumstances and under limited supervision. Employees at this level will have a relevant trade qualification (mechanical, boiler making or electrical).
- **Level 3 Technician** - an Employee who is assessed as competent and who is responsible for ongoing supervising and assigning tasks to the work group. This Employee can complete complex technical or maintenance tasks. Progression to this position is by appointment only.

2.4 Training and Development

The Company is committed to ensuring that Employees have equitable access to training and development opportunities. In order to provide a safe and productive work environment which provides for job security, job satisfaction and workplace flexibility, the Company shall:

- a) Make information available to Employees about the requirements of each position at the CHPP and on the Mine along with the potential career paths; and
- b) Identify with Employees the training required to attain the necessary skills to better position themselves for possible progression within the various career paths identified.

Payment for training will be in accordance with clause 4.8.

It is a requirement for an Employee to possess the required skills to enable them to perform their work in a safe, lawful and competent manner. As such, reasonable effort should be made by both parties to ensure skills are maintained in a timely manner given due regard for the availability of the relevant courses. Training on rostered days off will be mutually agreed and reasonable notice will be provided to accommodate these arrangements.

Non-attendance at organised training is costly to the Company and therefore should only occur in exceptional circumstances. The performance management process will be utilised to manage the following situations:

- Failure to attend agreed organised training without extenuating circumstances; and
- Failure to commit to or implement agreed training plans.

Types of training will be either:

- **Essential Training** - this is training that is necessary to enable an Employee to meet the requirements of their position and all legal obligations; or
- **Non-essential Training** - this is approved training that may benefit the Employee and their performance but is not essential to meet the requirements of the role.

2.5 Wet Weather

Day 1 - Already at Work

If the Mine experiences wet weather and it is determined that normal operation cannot continue, Employees will participate in training. When there is no training available, the supervisor will offer the following options:

- a) To be paid for hours worked for the shift beyond four (4) hours and carry out duties on site as directed by the supervisor;
- b) To be paid for four (4) hours (or the remainder of their shift, whichever is less) and then return to camp;
- c) Stay for the full shift and be paid as a normal rostered shift;
- d) To take Annual Leave, Personal Leave or approved Unpaid Leave. Personal Leave may only be used where the Employee's accrued Personal Leave balance is at least fifteen (15) shifts immediately after using it under this clause.

Where approved Unpaid Leave is utilised for the purpose of this clause only, an Employee's continuity of service will not be affected.

Day 1 - Not already at Work

If Employees are unable to get to the Mine due to:

- a) Cancellation (by the Company) of the Company provided transport due to access problems caused by wet weather; or
- b) A direction from a legal authority (e.g. Police closing a road due to flooding), the Employees will receive full payment for the first shift. The Employee must remain fit for duty for the duration of the shift and return to site when required.

If an employee is delayed and late for the commencement of their first shift due to the rearrangement of routes to work due to flooding, they will be paid for the full shift.

Subsequent Days

If access to site is prevented for a number of days due to flooding, Employees unable to access site who are not residing in the camp, will be able to take Annual Leave or Personal Leave or approved Unpaid Leave. Employees will only be able to use their Personal Leave for this purpose if the Employee retains a Personal Leave balance of at least fifteen (15) shifts immediately after such use of Personal Leave.

The General Manager or delegate will notify Employees at least six (6) hours before the commencement of the next shift whether the shift will commence or not.

If the General Manager or delegate decides the shift will not commence, Employees will be able to

take Annual Leave or Personal Leave or approved Unpaid Leave.

If the General Manager or delegate decides the shift will commence, Employees will be required to attend site.

If the General Manager or delegate decides the shift will commence and Employees cannot access site due to:

- a) Cancellation (by the Company) of the Company provided transport due to access problems caused by wet weather; or
- b) A direction from a legal authority (e.g. Police closing a road due to flooding).

After the notification in a) and b) above, the Employees will receive full pay for the shift. The Employee must remain fit for duty for the duration of the shift and return to site when required and access is secured.

If the access is reopened, Employees will be required to attend work, at the Company's discretion, provided more than five (5) hours of the shift remain and be paid for the full shift. Where access is reopened with less than five (5) hours of the shift remaining, Employees may be required to attend work in limited numbers for pre-start duties. These Employees will receive payment for the full shift.

Employees who are residing in the camp and are not able to leave camp due to flooding on either their rostered or non-rostered days, will be paid as if they were working a full shift.

Any situations encountered outside the scope of this clause will be reviewed at the time.

2.6 Natural Disaster

The parties recognise that the region where Employees reside, and work can be subject to natural disasters.

The Company will monitor the development of the natural disaster as advised by the relevant authorities (e.g. tropical cyclone warning zone from BOM announced on radio) in the workplace and provide regular updates to those Employees. Where the General Manager or delegate is made aware that an Employee's immediate family and/or property will be affected by the activities of the natural disaster, that Employee will be permitted to leave the workplace.

Employees who are permitted to leave the workplace and elect to do so will be paid for the hours they have worked. They may, at their election, apply for Annual Leave, Personal Leave or Unpaid Leave. Where an Employee requests to access Personal Leave, the Employee must retain a Personal Leave balance of at least fifteen (15) days immediately after such use of Personal Leave. Proof of residency may be required.

Where the threat of a natural disaster has receded (as advised by the relevant authorities), Employees who have left the workplace are expected to return to duty as soon as possible.

2.7 Redundancy

If a full-time or part-time Employee is terminated by the Company because the Company no longer requires the Employee's role (as it is constituted) to be performed by anyone, except where this is due to the ordinary and customary turnover of labour:

- a) If the Employee commenced employment before the Commencement Date of the Agreement, the Employee will receive a redundancy payment of three (3) weeks' pay, calculated at your current Base Annualised Salary (as outlined in Schedule 1) for each completed year of service, or part thereof, up to a maximum of 20 years' service; or
- b) If the Employee commenced employment on or after the Commencement Date of the Agreement, the Employee will receive a redundancy payment of three (3) weeks' pay calculated at your current Base Salary (as outlined in Schedule 1) for each completed year of service, up to a maximum of 15 years' service.

When redundancies are required, the Employees to be made redundant shall be selected based on the following criteria:

- a) Technical skills;
- b) Disciplinary, performance and attendance record.

Length of Service based on a last on / first off basis, shall be the deciding factor where all things resulting from the above assessment are equal.

The Employee is not entitled to receive a redundancy payment if within seven (7) days of their termination they receive an offer of employment made by the Company or another employer that:

- a) The Employee is competent to perform;
- b) Is in a position that carries the same or a higher classification rate of pay than that Employee's previous position;
- c) Can reasonably be regarded as permanent;
- d) Allows the Employee to reside in the same general locality as the Employee's previous residence; and
- e) Recognises the Employee's service with the Company and, the new employer guarantees that in the event of future redundancy, the redundancy payment to the Employee will be based on commencement date of employment with the Company.

The Company is not liable for the payments above if they obtain or cause to be made available for the Employee:

- a) A position that the Employee is competent to perform;
- b) That carries the same or higher rate of pay;
- c) That can reasonably be regarded as permanent; and
- d) Allows the Employee to reside in the same general locality.

2.8 Termination

Once an Employee has completed their probationary period, their employment can be terminated by the giving of four (4) weeks' notice by either party or the payment or forfeiture of four (4) weeks' pay in lieu.

Where an Employee is over forty-five (45) years of age with at least two (2) years of continuous employment, the Company will provide an extra one (1) weeks' notice.

The Company retains the right to dismiss an Employee immediately and without notice for serious or willful misconduct. In such circumstances, wages will only be payable up to the time of dismissal.

2.9 Stand Down

The Company may deduct payment for any day or part thereof, on which Employees cannot be usefully employed for one or more of the following reasons:

- Machinery or equipment breakdown after four (4) consecutive days (for which the Company cannot reasonably be held responsible). The day of the breakdown is considered one of the four (4) consecutive days;
- Industrial Action (other than industrial action organised by the Employer); or
- A work stoppage of greater than five (5) working days, for any cause which the Company cannot reasonably be held responsible.

In the event Employees are unable to be usefully employed due to the reasons above, the Company will make reasonable efforts to temporarily redeploy the Employees to the unaffected operation or carry out training, maintenance or other operational activities where suitable opportunities are identified. In the event suitable redeployment or training opportunities cannot be found, the Employee can access their available annual leave entitlements.

The above does not prevent an Employee being stood aside for a period of time by the CHPP Manager on full pay and without prejudice to enable an investigation to be completed. The CHPP Manager must obtain approval from the site General Manager prior to standing aside an Employee for, including but not limited to, the following reasons:

- refusal or neglect of duty;
- misconduct.

All impacted Employees will be issued with a stand down notice prior. The stand down notice will detail the reason for the stand down and the expected duration of the stand down.

2.10 Abandonment of Employment

An Employee who is absent from work for a period of three (3) consecutive working days without notification to the Company, unless the Employee can establish that it was not reasonably practical to do so because of illness or other reasonable excuse, will be considered to have terminated their employment without notice from the commencement of the period of absence. The Company will make all reasonable attempts to contact the Employee prior to terminating their employment. The Company will only be liable to pay wages and other payments up to and including the last day of actual work.

3 HOURS OF WORK

3.1 Rosters

The Company may carry out all operations twenty-four (24) hours per day, seven (7) days per week (excluding Christmas Day and Boxing Day) in shift lengths nominally of twelve (12) hours duration, excluding a changeover component of no more thirty (30) minutes per shift. Roster systems need to be implemented that meet the needs of the operations.

Rosters will be based on an average of thirty-five (35) ordinary hours per week and will not include an unreasonable number of consecutive work shifts in accordance with the Company's Fatigue Management Policy.

Examples of rosters are included in Schedule Two (2). These rosters or any other roster may 'be introduced with a minimum of four (4) weeks' notice. Prior to the introduction of any additional roster pattern or changes to the start or finish times of a current roster, the Company will consult and genuinely seek to reach agreement on these matters with the majority of Employees directly affected, subject to the provisions of the Consultation Clause. If agreement is not reached, the Company has the right to implement any changes with four (4) weeks' notice.

An Employee may be required from time to time to change crews and/or shifts worked to meet the needs of the operation. The Company will attempt to provide the Employee with as much notice as possible in these instances, with a minimum of one (1) weeks' notice required. Where one (1) weeks' notice is not provided, the Employee will be paid at double time rates of pay until the completion of the weeks' notice.

3.2 Meals and Rest Breaks

Employees shall stagger their crib breaks as advised by their supervisor to ensure continuity of work and with due regard to health and safety considerations. Where practicable the crib breaks shall be evenly spread throughout the hours of work. An Employee should not be required to work for more than five (5) hours without a crib break. A period of thirty (30) minutes will be allowed each shift of up to ten (10) hours for crib to be taken. A further thirty (30) minute crib break will be allowed for shifts longer than ten (10) hours. These periods will be counted as time worked.

3.3 Overtime

Subject to the provisions of NES, the Company may require an Employee to work reasonable overtime in addition to the overtime included in the Employee's roster. All time worked in excess of or outside the ordinary working hours will be deemed overtime and paid in accordance with Schedule One (1).

Overtime worked by Monday to Friday Employees during Monday to Saturday will be paid at the rate of time and a half for the first three (3) hours and double time thereafter each day worked. Overtime work performed by Monday to Friday Employees on Sunday shall be paid at the rate of

double time.

Employees working a six (6) or seven (7) day roster will be paid for all overtime at double time. Reasonable efforts will be made to ensure that the Employee receives a ten (10) hour break after overtime has been worked. Employee fatigue will be managed according to the Company's policies and procedures as amended from time to time. In the event that after working overtime an Employee is unable to receive a ten (10) hour break prior to commencing their next rostered shift:

- The Employee may be released from duties until the full ten (10) hour break period has been achieved.
- The Employee may be required to attend the next rostered shift and will be paid at double time rates for subsequent shifts worked until the ten (10) hour break period has been achieved.

3.4 Shift Work Rates

In determining the Employee's Base Annualised Salary, a fifteen per cent (15%) shift loading will apply for all rostered hours worked on night shift. In accordance with the annualised salary principle, no change will occur to an Employee's Base Annualised Salary in cases where additional night shifts are worked or where fewer night shifts are worked outside of an Employee's normal roster pattern.

Employees on Permanent Night Shift will be entitled to a twenty-five per cent (25%) shift loading for all rostered hours worked on night shift.

3.5 Call Backs

Employees required to perform call backs will be paid for a minimum of four (4) hours at double time regardless of the duration spent completing the call back activity. An Employee is unable to claim multiple call back payments for a single call back event. By agreement, Employees performing call back activities within two (2) hours of their normal shift start time will receive no additional payment however shall complete their normal rostered shift two (2) hours early.

4 REMUNERATION AND BENEFITS

4.1 Base Annualised Salary

As per Schedule One (1).

4.2 Higher Duties Allowance (HDA)

The Company will determine when an Employee will be formally appointed to act in a position with higher level duties or responsibilities. If the Employee acts in a position with higher duties or responsibilities for one full shift or more, the Employee will be entitled to receive a HDA of \$80.00 per day. This is in full recognition of the increased responsibilities associated with the role. The higher duties allowance will be escalated in line with clause 4.3. The HDA will apply when an Employee is performing the following roles:

- Step up supervisor (if not appointed as a Level 3)
- Statutory appointment (if not appointed as a Level 3).

4.3 Trainer Assessor Allowance

Trainer Assessors that conduct training and assessing for at least one employee/skill and receive the daily allowance outlined in the table below for that shift as an allowance. The allowance will be indexed by the same fixed percentage increase as the annual remuneration increase.

April 2024	April 2025	April 2026	April 2027
\$ 35.00	\$ 35.86	\$ 36.77	\$ 37.69

4.4 Escalation

The annualised Base Salary upon ratification is outlined in Schedule One (1) of this Agreement.

During the Term of this Agreement, Annualised Base Salary for the classification levels are outlined in Schedule One (1). The Annualised Base Salary will increase by 2.5% from the first full pay period in April each year of the Agreement.

4.5 Payment of Wages

Wages will be paid by electronic funds transfer to recognised Australian bank accounts. Wages will be paid on a fortnightly basis in arrears, from the first anniversary of the Agreement.

Upon termination of employment, wages due will be paid by electronic funds transfer. The wages due will be paid within seven (7) working days subject to the provisions of the NES.

If an Employee or the Company becomes aware of errors in payments, such errors will be notified to the other party as soon as is practicable. Any underpayments will be rectified as soon as possible. After consultation and agreement with the Employee, any overpayment shall be recouped from the Employee's wages or any accrued entitlements owing, at a reasonable rate of recovery.

4.6 Emergency Response • ERT Allowance

An Employee who is an active member of the site Emergency Response Team (ERT) will receive an allowance in accordance with the table below and the requirements of the applicable site policy (as amended from time to time). Where the table below and applicable site policy payable allowance values differ, ERT members will receive an allowance at the greater amount. ERT members will ensure their rescue capability is maintained at all times.

Site - CMJV	Allowance
ERT Member	\$2,500.00 p.a. (Paid in fortnightly payments)

4.7 Accommodation

The Company will provide meals and accommodation in the single persons' quarters or other suitable accommodation free of personal cost to Employees for the period Employees are rostered to work or as required by the Company, in accordance with the accommodation rules.

Where an Employee elects to arrange their own accommodation (within 80km of the Mine), the Employee shall be paid an accommodation allowance of \$450.00 gross per week.

Documentary evidence in the form of a rental agreement / home ownership documentation will be required to be provided by the Employee to be eligible for this allowance and will be requested periodically by the Company to maintain eligibility.

4.8 Payment for Training and Development during Rostered Days Off

The Training and Development payment is full compensation for an Employee's travel time to attend essential training courses and their attendance at training and development activities.

Essential training courses of short duration will be combined where possible to utilise a full ten (10) hour period. Short training courses which typically require a half shift duration during rostered time off will attract a flat payment of five (5) hours at double the Employee's relevant Base Hourly Rate. Full day duration training courses during rostered time off will attract a flat payment of ten (10) hours at double the Employee's relevant Base Hourly Rate.

Travel costs (incurred using an Employee's private vehicle) associated with essential training activities will be compensated as follows:

- **On Site Training (no extra travel) – No additional payment**

- **Up to 100 km one way** – No additional payment
- **Greater than 100 km one way** - Three (3) hours paid at double time for the full round journey.

Where Company provided transport is supplied to Employees to attend essential training courses, actual travel time will be paid at ordinary time. Where an Employee is required to travel long distances to attend training or where courses are in excess of one (1) day in duration, accommodation and travel will be arranged for the Employee in accordance with Company policies, as amended from time to time.

If non-essential training is conducted outside normal shift patterns, payment will be provided at the ordinary rate of pay for the course duration, including the time required to travel to the training destination.

4.9 Superannuation

The Company will make monthly superannuation contributions in line with the Superannuation Guarantee legislation to a complying superannuation fund.

The Company will make the required contributions, as required by legislation, into either a complying superannuation fund of the Employee's choice, a stapled fund as advised by the ATO or otherwise into the Mine Superannuation fund.

4.10 Clothing

An Employee, soon after commencement of employment, will be issued with clothing in line with their roster (i.e. 5-day roster gets five (5) sets of clothing). Below is what will be issued.

Replacement thereafter will be on fair wear and tear basis:

- Trousers;
- Shirts;
- Safety boots (fit for purpose); and
- Jacket.

The nature of such clothing will be determined by the Company.

4.11 Accident Pay

An Employee in receipt of payments under the provisions of the Queensland workers compensation legislation will be entitled to receive accident pay from the employer subject to the conditions and limitations provided in the Award.

5 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

5.1 Absence from Duty

An Employee absent from work is not entitled to payment for the period of absence unless the paid absence is agreed by the Company or permitted by this Agreement or the law.

Employees must notify the relevant CHPP Supervisor or other person nominated by the CHPP Supervisor of unplanned workplace absences at their earliest opportunity, or with more notice where specified below, to enable the absence to be effectively managed so that any impact on the operation can be minimised.

The onus is upon the Employee to establish contact with the CHPP Supervisor or nominated person when reporting workplace absences.

5.2 Annual Leave

A full time Monday to Friday, six (6) day roster, Employee is entitled to one hundred and seventy-five (175) hours of leave per annum (based on five (5) weeks of thirty-five (35) ordinary hours) and a seven (7) day roster Employee is entitled to two hundred and ten (210) hours of leave per annum (based on six (6) weeks of thirty-five (35) ordinary hours).

Leave will accumulate on a pro-rata basis during the term of the Agreement although Annual Leave will not accrue when an Employee is on Leave without Pay.

Payment for all other recognised public holidays has been included in the Employee's Base Annualised Salary and therefore no additional payment will apply. When a recognised public holiday occurs during a period of Annual Leave, no deduction from the Employee's Annual Leave accruals will be made for that day.

Where the Employee wishes to apply for Annual Leave, the Employee will give the Company not less than **four (4) weeks'** notice in writing (on the Company's Annual Leave form). The CHPP Superintendent/Supervisor will either approve or not approve Annual Leave. The Annual Leave entitlement will be reduced by the ordinary time hours applicable to each shift missed. Payment will be in accordance with the Employee's Base Annualised Salary. No Annual Leave loading will apply.

An Employee's supervisor must approve or decline Employee Annual Leave requests within a reasonable time period (where possible, a response will be provided within two (2) calendar weeks) and communicate the outcome as soon as possible to the Employee.

Should an Employee's request for Annual Leave be declined and they are not satisfied with the reason for their application being declined, the Employee may request a review of the decision by utilising the grievance procedure.

All Employees are to endeavour to take their Annual Leave within twelve (12) months of it accruing. Employees will be consulted with and may be given twenty-eight (28) calendar days' notice to take Annual Leave to reduce their Annual Leave accrual to an acceptable limit (410 hours - 12 weeks).

The Company may direct an Employee to take paid Annual Leave for a particular period when the Company shuts down the business, or part of the business, in which an Employee works (e.g. between Christmas and New Year's Day or over Easter). The Company will only direct an Employee to take Annual Leave if the Employee has accrued and been credited with at least enough Annual Leave for the proposed shut down period. At least twenty-eight (28) days' notice of the proposed shutdown or such shorter period as agreed between the Company and the affected Employees will be provided.

Where the Employee has insufficient Annual Leave accruals to cover the proposed shutdown period, they will be able to access Long Service Leave or approved Unpaid Leave.

In the case of termination, other than for wilful misconduct, the Company will pay the Employee for any portion of Annual Leave accumulated and not already taken or paid in lieu. Payment will be based on Base Annualised Salary.

Annual Leave must be taken at a time mutually agreeable between the Employee and the CHPP Superintendent or other nominated person, except where the Company directs an Employee to take leave.

5.3 Personal/Carer's Leave

Full-time Employees will be credited with the equivalent of one hundred and fifty (150) hours or (fifteen (15) days) of paid Personal/Carer's Leave upon commencement of employment and on each anniversary of employment.

Paid Personal/Carer's Leave is available in circumstances where an Employee is unable to attend work because of their own illness or injury, or where they are required to provide care or support for a member of their immediate family or household in the event of an illness, injury or unexpected emergency affecting that person.

Prior to the commencement of the shift and with as much notice as possible, an Employee will 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 the absence. Failure to follow the established process for notification of workplace absences may result in disciplinary action. Employees must prove to the Company's satisfaction that illness or injury caused their absence from work.

A certificate from a registered health practitioner, who is registered or licensed as a health practitioner under a state or territory law, or such other evidence (i.e. statutory declaration) is required for any Personal/Carer's Leave of two (2) consecutive days or more or for absences preceding or following a public holiday, Annual Leave or Long Service Leave. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that state or territory law.

If the period during which an Employee takes paid Personal/Carer's Leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the

Employee is taken not to be on paid Personal/Carer's Leave on that public holiday.

Employees will not be entitled to access paid Personal Leave during any period for which they are receiving accident pay.

Employees may request in writing to cash out accrued Personal Leave, or salary sacrifice (subject to ATO requirements) to superannuation Personal Leave where the request is made four (4) weeks prior to the payment of the salary sacrifice, provided that a Personal Leave balance of no less than one hundred and fifty (150) hours is retained immediately after such salary sacrifice.

Payment for periods of paid Personal Leave will be at the Employee's Base Annualised Salary rate at the time the leave is taken. Payment for any cashed out Personal Leave will be at the Employee's Base Annualised Salary rate at the time of request to cash out the leave.

On termination of employment other than in the first year of employment, except for reasons of serious misconduct, Employees will be paid any remaining untaken Personal Leave in excess of seventy (70) hours at their Base Annualised Salary rate.

Upon termination of employment in the first year of employment, except for reasons of serious misconduct, the employee will be paid in respect of their untaken Personal/Carer's Leave entitlement on a pro-rata basis as if it had accrued progressively throughout the year, with leave actually taken deducted from the pro-rata amount.

5.4 Compassionate Leave

An Employee is entitled to take Compassionate Leave of up to two (2) days on each occasion a member of the Employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or dies. Proof of such injury, illness or death must be provided to the satisfaction of the Company, if requested. Immediate family means the Employee's spouse (including de facto spouse, former spouse or former de facto spouses), child, parent, grandparent, grandchild or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild or sibling of the Employee's current or former spouse (including de facto spouses). Payment for Compassionate Leave taken will be based on the Base Annualised Salary.

Where the Employee receives notification of a relevant person's death while at work, the amount of leave will be extended to include the balance of that shift.

5.5 Parental Leave

Parental Leave entitlements are governed by The FW Act and the *Paid Parental Leave Act 2010* (Cth); this includes adoption leave, maternity leave and paternity leave.

Employees are required to provide ten (10) weeks' notice of the expected commencement date for Parental Leave and appropriate supporting documentation.

Parental Leave entitlements are also governed by the Peabody policy.

5.6 Long Service Leave

Long Service Leave is payable at the Employee's Base Annualised Salary rate and managed in accordance with the *Coal Mining Industry (Long Service Leave Administration) Act 1992* (Cth), as amended from time to time.

5.7 Family and Domestic Violence Leave

Leave to deal with Family and Domestic Violence is provided for in the NES, as varied from time to time.

5.8 Public Holidays

The following days will be recognised as holidays together with any other day gazetted as a public holiday for the local authority area of the Mine.

- New Year's Day
- Anzac Day
- Australia Day
- Labour Day

- Good Friday
- Queen's Birthday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Christmas Day
- Christmas Eve 6:00pm - midnight
- Boxing Day
- Regional Show Day

Where an Employee is required to work public holidays, the payment for the public holidays is incorporated in the Base Annualised Salary rate, regardless of the roster worked. The two (2) recognised non-working public holidays are Christmas Day and Boxing Day. The forty-eight (48) hour period will commence at the end of day shift on the twenty-fourth (24th) December and end at the beginning of night shift on the twenty-sixth (26th) December.

Where an Employee elects to work on Christmas Day and/or Boxing Day they will receive an additional double time payment for the ordinary hours of work and triple time for all hours beyond the ordinary.

5.9 Community Service Leave

The Community Service Leave provisions of The FW Act apply to, and are deemed to form part, of this Agreement.

6 COMPANY POLICIES AND PROCEDURES

6.1 Company Policies and Procedures

Company policies and procedures do not form part of this Agreement. Employees are required to comply with the Company's policies and procedures as varied from time to time. Appropriate training or familiarisation will be provided to Employees.

6.2 Confidential Information

The Employee agrees to treat as confidential all information relating to the Company or its related companies or relating to any customer or supplier of the Company that is not generally available to the public. The Employee must not disclose in any way to any person, while working at the Company any Confidential Information that the Employee becomes aware of.

All Employees covered by this Agreement agree not to disclose the above information except in the proper performance of their duties. Nothing in this clause will require Employees to keep confidential, information that they are required by law to disclose. Furthermore, nothing in this sub clause is to be taken as restricting the parties' ability to disclose the details of this Agreement to any person.

6.3 Feedback and Development Reviews

An Employee will be required to participate in structured Feedback and Development reviews on a regular basis. There will be a six (6) month feedback session followed by an annual review as a minimum using the relevant Company form and guidelines.

The intention of the Company is to ensure that these reviews provide:

- The Employee with a clear explanation of what is expected;
- Recognition of the Employee's contributions;
- The opportunity to identify issues or areas in which performance can be improved;

- The opportunity to discuss Employee's training and development needs and progress; and
- The opportunity to raise issues or areas where the line manager can improve their approach.

6.4 Performance Management Process

As per Company policy, as amended from time to time.

6.5 Medical Examinations

Pre-employment medical examinations for prospective Employees and recurring medical examinations for existing Employees, at frequencies nominated by Company policies, are to be performed by the Company's nominated medical advisor, and/or the Employee's nominated medical practitioner, in accordance with the *Coal Mining Safety and Health Regulation 2017*, as amended from time to time.

An Employee shall be required, on request, to undertake a Company and/or independent medical examination in accordance with the Physical and Psychological Impairment Standard (PPI).

6.6 Anti-Discrimination

As per Company policy, as amended from time to time.

6.7 Grievance Procedure

In the event of any dispute arising as to the interpretation or application of the Agreement, including matters in relation to the NES, the following procedure will apply:

The intention of the parties is that this procedure is designed to place the maximum emphasis on the peaceful settlement of grievances as quickly as possible and to maintain a positive relationship between all parties.

STEP 1 - The matter will in the first instance be discussed between the Employee and the immediate supervisor involved. The Employee and the supervisor shall make every reasonable effort to resolve the matter between themselves.

STEP 2 - If the matter remains unresolved, it will be referred for discussion between the Employee and the CHPP Superintendent.

STEP 3 - If the matter remains unresolved, it will be referred for discussion between the Employee and the Operations Manager. At this point, the matter will be put in writing.

STEP 4 - If the matter remains unresolved, it will be referred for discussion between the Employee and the General Manager.

STEP 5 - If the matter remains unresolved, any party to the dispute may opt for the process to be referred to the FWC for mediation, conciliation and arbitration.

An Employee will be permitted to nominate a suitable representative of their choice to provide them with assistance during the Grievance Procedure. While the steps are being followed, work will proceed in accordance with the reasonable and lawful directions of the Company and in accordance with the Employee's skills, competence, training, authorisations and safe work practices.

No party shall be prejudiced as to the final outcome when following the dispute resolution procedure and the parties to the dispute will ensure that resolution of the matter will be addressed as quickly as possible.

6.8 Employee Representation

Employees may nominate an Employee representative of their choice to represent them in relation to any issues that arise concerning their terms and conditions of employment under this Agreement. In this event, the following principles will apply:

- a) The role of the Employee representative will not detract from their primary responsibility which is to do the job they are employed to do at the Mine;
- b) Employees and their representative agree that issues in relation to employment of

Employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved. Accordingly, Employee representative(s) will not be permitted time away from the job on issues where there has not been a genuine attempt to resolve the issue at the workgroup level;

- c) Employees agree that they will not hold any meetings including with Employee representatives during normal hours of work, without the prior approval of the departmental manager (or their nominated representative). Any meetings held on site will be at a place designated by management.

Nominated Employee representatives will be allowed Unpaid Leave to attend training off site on the condition that at least twenty-one (21) days' notice is provided and that site operations will not be adversely affected.

6.9 Consultation

The Model Consultation Term contained in the *Fair Work Regulations 2009* (Cth) will apply.

Model consultation term

(1) This term applies if the employer:

- a) 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- a) the employer must notify the relevant Employees of the decision to introduce the major change; and
- b) subclauses (3) to (9) apply.

(3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the employer of the identity of the representative;
- c) the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect** on Employees if it results in:
 - a) the termination of the employment of Employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - a) the employer must notify the relevant Employees of the proposed change; and
 - b) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the employer of the identity of the representative;
 - c) the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
 - c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (16) In this term:

"relevant Employees" means the Employees who may be affected by a change referred to in subclause (1).

6.10 Individual Flexibility Arrangements

The model Individual Flexibility Arrangements contained in the *Fair Work Regulations 2009* (Cth) will apply.

Model flexibility term

- (1) An employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - b) the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and Employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*;
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and Employee; and
 - c) 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
 - d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or Employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and Employee agree in writing — at any time.

7 SHORT TERM INCENTIVE PAYMENT (STIP) BONUS

All Employees are entitled to participate in the "At Risk" Short Term Incentive Plan ("STIP"). The purpose of this plan is to reward Employees according to their levels of performance and contribution to the Company's success. The amount payable under this plan is a target of ten per cent (10%) of the Employee's Base Annualised Salary for achieving the target goals and up to a maximum of fifteen per cent (12%) for achieving the stretch targets.

The Company's performance and mine site performance in the achievement of KPIs is linked to any STIP. Payments are not guaranteed as they are dependent on Company and individual performance.

The Company will commit to early intervention with Employees if behaviours are not being met through the performance period. The Company will also provide regular feedback on business and operational performance.

The STIP payment will be paid annually on a pro-rated basis for business results at the time of calculation. The detail of these payments will be communicated in February of each year.

Employees Who Leave Before The Payment Dates

To be eligible for the incentive payments under the STIP Scheme, an Employee must be employed at the CHPP at the date any potential annual incentive payments are paid. An employee is not entitled to a pro-rata / partial incentive payment under the Incentive Scheme when he/she ceases to be employed at the CHPP.

Employees Who Join Part Way Through the Year

An Employee who joins the CHPP part way through the year will be entitled to participate in the STIP Scheme. Incentive payments to Employees who join the CHPP part way through the year are calculated on a pro-rata basis according to their length of service in that year.

KPIs	Weighting	Entry	Target	Stretch
Safety (TRIF)	25% - meets target 0% - does not meet target			
Skills, Knowledge, Behaviours	30%			
Feed Rate	15%	85% of Budget	100% to 105%	>105% of budget
Combustible Recovery	15%	85% of Budget	100% to 105%	>105% of budget
Train Load Out	15%	>85% of trains <3.5 hours	>90% of trains are <3.5 hours	>90% of trains are <3.5 hours and weigh no less than 200 tonnes under 10,020 tonnes
Total possible	100%			

Safety Performance: 25%

The safety and health of our most important asset, our Employees, is a core value that is integrated into all areas of our business. Employees are responsible for their own safety and health, as well as promoting the safety of their co-workers. Safety metrics will be set by the Company at the start of the year for the team to achieve.

Skills, Knowledge & Behaviours: 30%

To be eligible for a short term incentive payment, the individual must achieve at least a rating of 3 "Meet" out of 5, in the performance discussion with their supervisor.

3 - Meets (M): Employee consistently meets expectations and achieves expected results relative to job requirements; contribution is fully satisfactory. Demonstrates expected level of the competency; is considered effective in normal working situations; competency is demonstrated when and where required to meet day-to-day job demands.

- a) If an Employee receives a performance rating of less than 2.5, 0% bonus will be paid under this metric.
- b) If an Employee receives a performance rating exceeding a rating of 3, 36% of the target bonus will be paid under this metric.

This KPI metric could also be used to measure other behaviour metrics to manage individual behaviour issues e.g. accident damage etc.

Bonus Bands to be used in calculating the STIP payment:

Bands		Bonus%	Bonus Payment%
Safety - 25%	Achieved	25.00%	2.5%
	Not Achieved	0.00%	0.00%
	Exceeds	30.00%	3.00%
Knowledge, Skills & Behaviours - 30%	Does Not Meet (1/2)	0.00%	0.00%
	Meets (3)	30.00%	3.00%
	Exceeds (4/5)	36%	3.6%
Production KPIs			
Feed Rate 15%	Entry (85% of Target)	8.00%	0.80%
	Target (100% of Target)	15.00%	1.5%
	Stretch (105% of Target)	18.00%	1.8%
Combustible Recovery – 15%	Entry (85% of Target)	8.00%	0.8%
	Target (100% of Target)	15.00%	1.5%
	Stretch (105% of Target)	18.00%	1.8%
Train Load Out – 15%	Entry (85% of Target)	8.00%	0.8%
	Target (100% of Target)	15.00%	1.5%
	Stretch (105% of Target)	18.00%	1.8%

Schedule 1

Remuneration Structure

12.25 hr shifts – 7 on/7 off – Rotating Day/Night Shift Roster – Remuneration Table

Level	Base Salary Ratification April 2024	Superannuation	Total Fixed Remuneration	STI 10%	Total Variable Remuneration
0	109,675.39	12,064.29	121,739.68	10,967.54	132,707.22
1	153,237.90	16,856.17	170,094.07	15,323.79	185,417.86
2	159,900.56	17,589.06	177,489.62	15,990.06	193,479.68
3	168,100.37	18,491.04	186,591.41	16,810.04	203,401.45
Level	Base Salary Year 1 April 2025	Superannuation	Total Fixed Remuneration	STI 10%	Total Variable Remuneration
0	112,417.28	12,365.90	124,783.18	11,241.73	136,024.91
1	157,068.85	17,277.57	174,346.42	15,706.89	190,053.31
2	163,898.07	18,028.79	181,926.86	16,389.81	198,316.66
3	172,302.87	18,953.32	191,256.19	17,230.29	208,486.47
Level	Base Salary Year 2 April 2026	Superannuation	Total Fixed Remuneration	STI 10%	Total Variable Remuneration
0	115,227.71	12,675.05	127,902.76	11,522.77	139,425.53
1	160,995.57	17,709.51	178,705.08	16,099.56	194,804.64
2	167,995.53	18,479.51	186,475.04	16,799.55	203,274.59
3	176,610.45	19,427.15	196,037.60	17,661.05	213,698.64
Level	Base Salary Year 3 April 2027	Superannuation	Total Fixed Remuneration	STI 10%	Total Variable Remuneration
0	118,108.40	12,991.92	131,100.32	11,810.84	142,911.16
1	165,020.46	18,152.25	183,172.71	16,502.05	199,674.76
2	172,185.41	18,940.40	191,125.81	17,218.54	208,344.35
3	181,024.71	19,912.72	200,937.43	18,102.47	219,039.90

Base Hourly Rates

Level	Ratification April 2024	Year 1 April 2025	Year 2 April 2026	Year 3 April 2027
L0	31.01	31.78	32.58	33.39
L1	43.33	44.41	45.52	46.66
L2	45.21	46.34	47.50	48.69
L3	47.53	48.72	49.93	51.18

Non Rostered Overtime Rates

Level	Ratification April 2024	Year 1 April 2025	Year 2 April 2026	Year 3 April 2027
L0	62.02	63.57	65.16	66.79
L1	86.65	88.82	91.04	93.31
L2	90.42	92.68	95.00	97.37
L3	95.05	97.43	99.87	102.36

Schedule 2

Example Roste

[illegible]

SIGNATORIES:

Signed for and on behalf of the Company:

Name (print):

Albert Schaeper

Signature:



Company Position:

Executive General Manager

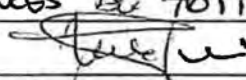
Address:

P.O. box 10026, Mount Pleasant, Qld

Witness Name (print):

JACQUES DE TOIT

Witness Signature:



Date:


5/3/2024

Signed for and on behalf of the Employees:

Name (print):

Benjamin Jackson

Signature:



Position:

CHPP Operator/Maintainer

Address:

11 Livistonia St, Andergrove Qld

Witness Name (print):

LIAM WONG

Witness Signature:



Date:

05/03/24

Name (print):

LIAM WONG

Signature:



Position:

CHPP OPERATOR/MAINTAINER

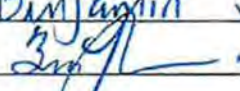
Address:

1 KOLONIA ST, PACIFIC PINES QLD

Witness Name (print):

Benjamin Jackson

Witness Signature:



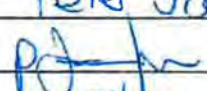
Date:

05/03/24

Name (print):

Peter Jocelyn

Signature:



Position:

CHPP operator/Maintainer

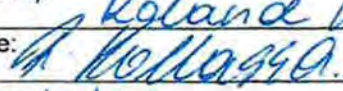
Address:

26 Pollack Street North Mackay

Witness Name (print):

Rolande Kollassa

Witness Signature:



Date:

5/3/24

Name (print): Roland Kollassa
Signature: Kollassa R
Position: Operator & Maintainer
Address: 7 Talara Court, 4740 Rural View
Witness Name (print): Peter Jocelyn
Witness Signature: [Signature]
Date: 05/03/24

Name (print): Tahnee Newman
Signature: [Signature]
Position: MEU Representative
Address: Po Box 9034 Slade Point
Witness Name (print): JEANNE McLEOD
Witness Signature: [Signature]
Date: 05/03/24

Name (print): Gregory Fries
Signature: [Signature]
Position: District Vice President
Address: 33 Miral Fries McKay 4740
Witness Name (print): R. Staker
Witness Signature: [Signature]
Date: 6/3/2024

Name (print): Paul Butler
Signature: PRButler
Position: Operator/Maintainer
Address: 19 George Milton St South Mackay.
Witness Name (print): D.A. Paustian
Witness Signature: [Signature]
Date: 6-3-24

Name (print): DIETER PAUSTIAN
Signature: [Signature]
Position: OPERATOR/MAINTAINER
Address: 6 BLIGH CRT MT PLEASANT
Witness Name (print): Paul Butler
Witness Signature: PRButler.
Date: 6-3-24

Name (print):
Signature:
Position:
Address:
Witness Name (print):
Witness Signature:
Date:

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/772

Applicant:

Peabody CHPP Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Scott Daniel Moran, Director Operations HR - AU, have the authority given to me by Peabody CHPP Pty Ltd to give the following undertakings with respect to the *CMJV CHPP Enterprise Agreement 2024* ("the Agreement"):

1. Clause 5.2 Annual Leave – the following sentence is inserted at the end of the first sentence:

'Subject to the NES, an employee will be also entitled to the sixth week of annual leave if they work a roster requiring ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.'

2. Clause 2.10 Abandonment of Employment – the following sentence is inserted at the end of the first sentence:

'An employee who is considered to have abandoned their employment in accordance with this clause will be paid notice in accordance with clause 2.8.'

3. Clause 5.2 Annual Leave will be applied in a manner consistent with s.90(2) of the *Fair Work Act 2009* (Cth) which relates to an employee's entitlement to be paid untaken paid annual leave when their employment ends.

4. Clause 5.5 Parental Leave will be applied in a manner consistent with s.74 of the *Fair Work Act 2009* (Cth) which relates to an employee's requirement to give notice of taking leave.

5. Clause 5.4 Compassionate Leave – the following sentence is inserted at the end of the clause:

'An employee will also be entitled to compassionate leave under this clause on each occasion after:

- (a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (b) the employee, or the employee's spouse or de facto partner, has a miscarriage.'

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26 MAR 2024

Date