

CAPRAL CAMPBELLFIELD ENTERPRISE AGREEMENT 2024

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INTRODUCTION

1 TITLE

- 1.1 This Enterprise Agreement will be known as the Capral Campbellfield Enterprise Agreement 2024.

2 APPLICATION

- 2.1 This Agreement shall apply to all wages employees of Capral's Campbellfield site employed in manufacturing and warehouse positions.

3 INCIDENCE AND PARTIES BOUND

- 3.1 The parties to this Enterprise Agreement are:

- (a) Capral Limited
- (b) The Australian Workers Union and
- (c) Employees of Capral's Campbellfield site who are employed to perform work in the classifications specified in clauses 28.1 to 28.3 of this Agreement.

4 PERIOD OF OPERATION

- 4.1 This Agreement will take effect and have force of law seven (7) days after approval by the Fair Work Commission. This Agreement will have a nominal expiry date of 31 July 2027.

5 RELATIONSHIP TO AWARD

- 5.1 This Agreement will incorporate the terms and conditions of Appendix B which represents the Manufacturing and Associated Industries and Occupations Award 2020 ("Award"). Where there is any inconsistency between this Agreement and the Award this Agreement shall take precedence. If this Agreement is silent, the Award will be used. Existing over-award payments and conditions of employment shall also continue to apply as if they were an express term of this Agreement, except where the terms of this Agreement expressly provide otherwise.

- 5.2 The National Employment Standards ("NES") is a set of minimum employment entitlements prescribed within the Fair Work Act 2009 (Cth) ("FW Act"). No condition of employment shall be less than the NES.

6 NO EXTRA CLAIMS

- 6.1 The parties agree that during the life of this Agreement, no further increase in wages or conditions may be granted except if the increase is consistent with any national wage case or standard set by the Fair Work Commission, and no claims will be made about the matters in this Agreement prior to the nominal expiry date.

- 6.2 All parties agree to not pursue any extra claims in relation to the terms of this Agreement until its nominal expiry.

- 6.3 No entitlements as contained in this Agreement, or over-award payments and conditions of employment, shall be used for the purpose of setting off any other term of this Agreement or the Award.

7 OBJECTIVES

- 7.1 The parties to this Agreement share the following objectives:
- (a) To improve the efficiency and productivity of Capral through the way we carry out our tasks
 - (b) To promote a wider utilisation of skills by our workforce, supported by appropriate training where needed, and to lessen the degree of direct supervision
 - (c) To continue to maintain a working environment that is safe, both on site and elsewhere

- (d) To improve the job satisfaction and responsibility of Capral's workforce, and to improve internal career prospects of the workforce
- (e) To ensure workers are rewarded for measured improvements in productivity and efficiency.

7.2 This Agreement shall operate in conjunction with the objectives of the classification structure and career path to continue to develop the skill level and flexibility of employees on the Campbellfield site.

8 BENCHMARK TARGETS

8.1 Consistent with clause 7 of this Agreement, the parties to this Agreement acknowledge that they will strive towards continually exceeding benchmark targets that may be set during the life of this Agreement. The major areas of focus are: - Safety, Quality, Customer Service, Productivity and Costs.

8.2 Without limiting the methods of achieving these targets, the parties commit to meet, and continuously improve upon Key Performance Indicators set by Capral in all areas of the business during the life of the Agreement. The parties acknowledge that achieving benchmark targets is part of a continuous improvement process to achieve World's Best Practice.

9 POSTING OF THE ENTERPRISE AGREEMENT

9.1 A copy of this Enterprise Agreement will be made available in a place accessible to all employees at the Campbellfield Site.

10 ENTERPRISE FLEXIBILITY AND FLEXIBLE TERM

10.1 Where the parties agree to change one or more aspects of the Agreement, the parties will follow the procedures set out in the FW Act for varying the Agreement.

10.2 It is recognised that the use of temporary labour allows the Campbellfield site to maintain strong results in customer service in a fluctuating yearly order intake.

10.3 Set out below are the circumstances in which the parties have agreed temporary labour may be utilised.

- a) Maintaining numbers and
- b) Fluctuating market.

10.4 Maintaining Numbers

- (a) This Agreement endorses the use of temporary labour in order to maintain employee numbers in the event of absences three (3) days and above (e.g. annual leave, long-term sick leave, restricted duties, long service leave, training requirements and maternity/paternity leave).
- (b) Coverage of approved overtime will be offered to permanent employees in the first instance before temporary labour will be asked subject to the skills and qualifications of employees.
- (c) An employee hired under the above circumstances for longer than twelve (12) consecutive months will be given the opportunity of permanent employment should a position become available.

10.5 Fluctuating Market

- (a) To meet the specific needs of a section or sections due to short-term workload fluctuations that cannot be met by the permanent employees through normal methods, Capral may engage persons on temporary labour.
- (b) Temporary labour should not be engaged for periods more than three (3) months (continuous employment), however this may occur in exceptional circumstances.

- (c) An employment agency will be engaged to supply temporary labour. Should vacancies occur, persons filling temporary labour positions may apply for employment with Capral in the usual manner.
- 10.6 Prior to engagement of any persons under the "Fluctuating Market" provisions, the specific workload requirements of a section/s shall be discussed with the appropriate employee representative/ union delegate.
- 10.7 An individual employee and Capral covered by this Enterprise Agreement may agree to make an individual flexibility arrangement ("the arrangement") to vary the effect of terms of the agreement if:
- (a) the arrangement deals with when work is performed, overtime rates, penalty rates, allowances and the taking of single days annual leave
 - (b) the arrangement meets the genuine needs of Capral and the employee in relation to the matter mentioned in paragraph (a) and
 - (c) the arrangement is genuinely agreed to by Capral and the employee.
- 10.8 Capral must ensure that the terms of the arrangement:
- (a) are about permitted matters under section 172 of the FW Act and
 - (b) are not unlawful terms under section 194 of the FW Act and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 10.9 For the avoidance of doubt, the arrangement may not vary the effect of terms of this Agreement other than those relating to when work is performed, overtime rates, penalty rates, allowances and the taking of single days annual leave.
- 10.10 Capral must ensure that the arrangement:
- (a) is in writing
 - (b) includes the names of Capral and the employee
 - (c) is signed by Capral and the employee; and if the employee is under 18 years of age, signed by a parent or guardian of the employee
 - (d) includes details of:
 - the terms of the Agreement the effect of which will be varied by the arrangement
 - how the arrangement will vary the effect of the terms and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement
 - (e) states the day on which the arrangement commences.

11 CONSULTATION REGARDING MAJOR CHANGE

- 11.1 Capral's duty to consult in good faith
- (a) Where Capral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Capral will notify the employees who may be affected by the proposed changes and the union.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of Capral's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the

alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- (c) Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

11.2 Capral will discuss with the employees affected and the union, the introduction of the changes referred to in sub clause 11.1(b), the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or the union in relation to the changes.

11.3 Discussions will commence as early as practicable after a firm decision has been made by Capral to make the changes referred to in sub clause 11.1.

11.4 For the purposes of such discussion, Capral will provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees; provided that Capral will not be required to disclose confidential information which would be inimical to its interests.

EMPLOYMENT RELATIONSHIP

12 ENGAGEMENT

12.1 Every employee will be advised in writing at the time of engagement or upon any agreed change to the nature of their engagement, whether they are a fulltime employee, fixed term, or a casual employee:

- a) Nature of their employment fulltime or casual
- b) That they are on a fixed term engagement if so employed and the duration of the fixed term
- c) Their employment classification
- d) Their ordinary hours if they are a permanent employee and
- e) That they are on a probation period as provided in their employment contract.

12.2 It is a condition of employment that employees must provide proof of right to work in Australia. An original document from the list below must be sighted by the Manager as proof of the right to work in Australia. A copy of the document will be placed on the employee's personnel file.

12.3 Capral will provide a Fair Work Information Statement or a link thereto to all new employees.

12.4 The only documents that can be produced as proof of right to work are the following:

- a) Australian Birth Certificate
- b) Australian Citizenship Certificate
- c) Australian Passport
- d) Certificate of resident status
- e) Valid visa with work rights.

12.5 All new employees will be hired subject to a three (3) month probationary period; with their employment confirmed upon completion.

12.6 Prior to employment with Capral, employees will be required to undergo a medical examination (inclusive of an alcohol and drug test) to ascertain they are physically capable of safely performing the duties associated with their role. The medical examination will need to be completed by a qualified medical practitioner appointed by Capral.

12.7 Employees declare that all information provided to Capral prior to the employee's appointment is accurate and complete. Failure to disclose any relevant information on engagement may result in the termination of an employee's employment.

13 RECRUITMENT & SELECTION

13.1 Should a permanent position become available the position will be advertised internally and externally (if required).

13.2 All applications (internal and external) must satisfy the recruitment and selection criteria as set out by Capral.

a) There will be no automatic right to any permanent position by current casual labour.

b) Appointment of new employees may be in the capacity of casual status for a maximum period of six (6) months.

14. CASUAL EMPLOYEES (EXCLUDING LABOUR HIRE)

14.1 On each occasion a casual employee under this Agreement is required to attend work the employee will be paid a minimum of 4 hours. To meet personal circumstances a casual employee may request an engagement of 3 consecutive hours.

14.2 Casual employees will be engaged as Level 1 Operators under this Agreement unless they are expressly engaged to perform higher duties i.e.: Level 2 Forklift Operation or another classification which Level 1 does not cover.

14.3 Casual employees will be paid in accordance with Appendix A of this Agreement. Pay rates provided in Appendix A include 25% casual loading. Casual employees will have no further entitlement to casual loading under this Agreement.

14.4 Where a casual employee has worked for 6 months they will be offered the option to convert to permanent employment subject to the employee:

a) having worked a regular pattern of hours on an ongoing basis for at least the last 6 months

b) having the ability to continue working these hours permanently without significant change.

15. PART-TIME EMPLOYMENT

15.1 Employees engaged to work on a part-time basis will have a regular pattern of hours which average less than 38 hours per week. Hours approved to be worked outside of this regular pattern of hours will attract overtime rates.

15.2 Part-time employees under this Agreement will be engaged and paid for a minimum of 4 consecutive hours per day or shift worked. To meet personal circumstances a part-time employee may request an engagement of 3 consecutive hours.

15.3 Where a part-time employee requests a variation of hours worked, if approved by Capral this variation will be considered as regular working hours for that period; and as such the employee will be paid ordinary time earnings.

15.4 Part-Time employees will be paid in accordance with Appendix A of this Agreement.

16. FIXED TERM ENGAGEMENT

16.1 Capral may engage employees on a fixed term engagement. Any such fixed term engagement must be for a specific period of not more than 52 weeks and not less than two (2) weeks.

16.2 Prior to the commencement of a fixed term engagement, the employee must be advised of their terms of engagement (as outlined in clause 12.1).

- 16.3 An employee cannot be engaged on consecutive fixed term contracts unless they are replacing another employee who is absent on approved leave. However, in no circumstances will consecutive fixed term engagements extend beyond the time limits outlined in clause 16.1.
- 16.4 An employee on a fixed term engagement will be considered a permanent employee whilst engaged on a fixed term contract and will receive the same benefits as a permanent employee (excluding redundancy and long service leave benefits) as provided for in this Enterprise Agreement.

17 NOTICE OF TERMINATION

- 17.1 To terminate employment either party must give the following notice.

Employee's continuous service with Capral at the end of the day the notice period is given	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
The period shall be increased by one (1) week if the employee is over 45 years old and has completed at least two (2) years of continuous service with Capral at the end of the day the notice is given.	

- 17.2 At Capral's complete discretion, payment may be made in lieu of the above notice periods, or part thereof.
- 17.3 During an employee's probation period either party may provide 1 weeks' notice to terminate employment.
- 17.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.
- 17.5 The period of notice in this clause does not apply in the case of dismissal for malingering, inefficiency, neglect of duty or misconduct, or for employees engaged for a specific period of time or for a specific task or tasks.

18 AGENCY LABOUR

- 18.1 Capral will require labour supplied by agencies to assist the site to meet operational demands, absences, annual leave cover and temporary positions. The intent of this clause is to cover Levels 1 and 2 across the Campbellfield operation. If, for whatever reason, the business requires the use of agency labour for other levels this will be resolved through consultation and if necessary, the dispute settlement procedure.
- 18.2 In the interest of maintaining and improving job security of employees covered by this Agreement, if Capral engages a labour hire company to provide casual labour it will require the provider to pay such employees a minimum of the Level 1 rate of pay as provided for in Appendix A of this Agreement.
- 18.3 Labour hire employees will be engaged at Level 1 under this Agreement unless they are expressly engaged to perform duties higher than a Level 1 Operator i.e.: forklift operation or another classification which a Level 1 does not cover.

18.4 Labour hire employees will be remunerated in accordance with Appendix A of this Agreement. The rates listed in Appendix A are inclusive of 25% casual loading for workers engaged.

19 FLEXIBILITY OF WORK

19.1 Subject to the provisions of this clause, Capral may direct an employee to carry out such duties as are within the limits of the employee's skill, competence, training, and classification.

19.2 Capral may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

19.3 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

19.4 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times. All reviews carried out by Capral will consider the potential impact on occupational health and safety. Where possible this will be done in consultation with the workforce.

CLASSIFICATIONS, WAGES AND ALLOWANCES

20 CLASSIFICATION

20.1 An employee who is classified in accordance with the requirements for each level of the classification structure in this clause will be paid the rate of pay assigned to that level in this clause.

20.2 Capral will review the existing classification structure on an annual basis and will consult with its workforce / union to ensure all roles are provided for, and that employee levels meet operational requirements etc.

21 MOVEMENT THROUGH THE CLASSIFICATION

21.1 Employees at Level 1 will gain all necessary skills as directed:

- (a) by attending all required training programs and
- (b) training and applying themselves on the job. Employees in Level 1 will be required to work in all areas listed under Level 1 classification.

21.2 Employees in Level 1 will be assessed competent in at least 4 areas under the Level 2 classification and be successful in the requirements under assessment process.

21.3 Employees at Level 1 who have completed 12 months continuous employment and have fulfilled all the assessment requirements may apply to be assessed as a Level 2 classification.

21.4 Level 1 employees wishing to progress to Level 2 must make application to have their suitability assessed. Once an employee has been assessed as suitable, he/she will undergo further training and will operate at Level 2 as and when required.

21.5 Level 1 employees who have been assessed as suitable may apply for a Level 2 classification. Applicants will be interviewed and their competency to perform at Level 2 will be assessed. Once the assessment and competency procedures have been successfully completed employees who succeed will be classified at Level 2.

21.6 Level 2 employees will go through an interview process. The selected Level 1 employee will be assessed at Level 2 and when deemed competent and successfully completed the assessment procedure will be paid at Level 2.

- 21.7 When classified at Level 2 employees must:
- (a) attend all required training programs as directed and
 - (b) operate as directed, in all areas listed under Level 2 classification.
- 21.8 Level 2 employees wishing to progress to Level 3 must make application to have their suitability assessed. Once an employee has been assessed as suitable, he/she will undergo further training and will operate at Level 3 as and when required.
- 21.9 Level 2 employees who have been assessed as suitable may apply for a Level 3 classification. Applicants will be interviewed and their competency to perform at Level 3 will be assessed. Once the assessment and competency procedures have been successfully completed employees who succeed will be classified at Level 3.
- 21.10 Level 2 employees will go through an interview process. The selected Level 2 employee will be assessed at Level 3 when deemed competent and successfully completed the assessment procedure will be paid at Level 3.
- 21.11 When classified at Level 3 employees must:
- (a) attend all required training programs as directed and
 - (b) operate as directed, in all areas listed under Level 3 classification.
- 21.12 Level 3 employees wishing to progress to Level 3 must make application to have their suitability assessed. Once an employee has been assessed as suitable, he/she will undergo further training and will operate at Level 4 as and when required.
- 21.13 Level 3 employees who have been assessed as suitable may apply for a Level 4 classification. Applicants will be interviewed and their competency to perform at Level 4 will be assessed. Once the assessment and competency procedures have been successfully completed employees who succeed will be classified at Level 4.
- 21.14 Level 3 employees will go through an interview process. The selected Level 3 employee will be assessed at Level 4 when deemed competent and successfully completed the assessment procedure will be paid at Level 4.
- 21.15 When classified at Level 4 employees must:
- (a) attend all required training programs as directed and
 - (b) operate as directed, in all areas listed under Level 4 classification.
- 21.16 Level 4 employees wishing to progress to Level 5 must make application to have their suitability assessed. Once an employee has been assessed as suitable, he/she will undergo further training and will operate at Level 5 as and when required.
- 21.17 Level 4 employees who have been assessed as suitable may apply for a Level 5 classification. Applicants will be interviewed and their competency to perform at Level 5 will be assessed. Once the assessment and competency procedures have been successfully completed employees who succeed will be classified at Level 5.
- 21.18 Level 4 employees will go through an interview process. The selected Level 4 employee will be assessed at Level 5 when deemed competent and successfully completed the assessment procedure will be paid at Level 5.
- 21.19 To ensure that customer service needs and operational requirements are met any employee who has received appropriate training may be directed to perform any task in the site whether the employee is covered by this Agreement or not.

21.20 Employees at all classification Levels will be required to abide by policies and procedures as directed by Capral when performing their duties. Every employee will undertake all compulsory-training programs related to the classification structure in this clause. Every employee will be required to undertake Capral assessment processes and meet relevant criteria.

22 ALLOWANCES (Refer Appendix 'A' for payment amounts)

22.1 Meal Allowance

An employee who works more than two hours overtime in circumstances where the employee has not been given sufficient notice of overtime and is unable to provide his/her own meal may claim a meal allowance.

22.2 First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid an allowance set out in Appendix A if he or she is appointed by Capral officially to perform first aid duty.

22.3 Dirty Work

Where an employee is assigned to perform powder coating (spray painting) duties they will be paid an allowance as detailed in Appendix A. This allowance is not payable for any other work-related tasks performed on site.

22.4 Higher Duties Allowance

Where an employee is requested to work an entire shift (i.e.: 8 hours) at a higher level, they will be paid the respective pay rate for that level. Higher duties allowance is not payable for part shifts worked. Employees will revert to their existing pay classification at completion of the higher duties performed.

23. CLOTHES & EQUIPMENT

23.1 Where an employee is required by law or by Capral to wear or use any of the protective clothing or equipment set out below, Capral must reimburse the employee for the cost of purchasing the protective clothing and equipment. The provisions of this clause do not apply if Capral provides the following clothing or equipment to the employee concerned:

- (a) Gloves
- (b) Goggles
- (c) Prescription Glasses
- (d) Masks
- (e) Earmuffs
- (f) Safety Boots
- (g) Hand screens, suitable heat resistant sheets, anti-flash goggles, aprons, leather sleeves and leggings.

23.2 When an employee requires optical safety glasses and has obtained prior management approval, the following reimbursement / payment levels will apply:

- (a) Standard lenses – Capral will cover up to \$300.
- (b) Transitional lenses – Capral will cover up to \$500.

23.3 Where an employee who is supplied with any clothing or equipment specified herein, must wear or use, as the case may be, the clothing or equipment in such a way as to achieve the purpose for which it is supplied. Failure to wear or use this equipment may result in Performance Management System in accordance with Capral Business Practice.

24. TEAM LEADERS

24.1 Team Leaders shall be paid in addition to the rates set out in Appendix A:

- (a) Level 1– Leading a team of 5 employees of less or
- (b) Level 2– Leading a team of 6 employees or more.

24.2 In the event that an employee is transferred to a lower classification through the Performance Management process the employee will revert to the rate of pay for their new classification after seven (7) days' notice.

24.3 If an employee elects to transfer to a lower classification the employee will revert to the rate of pay once they have commenced in the position.

25 SUPERANNUATION

25.1 Superannuation contributions will be paid into an existing ('stapled') fund, so long as the fund complies with the Superannuation legislation. If employees do not nominate a superannuation fund (i.e.: a 'stapled' fund) upon commencement of employment, Capral will make superannuation contributions into its default fund.

25.2 Employees may elect to salary sacrifice superannuation contributions.

25.3 Superannuation will be paid in accordance with the Superannuation Guarantee (Administration) Act 1992. As amended by Act 21 2020 and any future amendments.

26 TRAINING AND DEVELOPMENT

26.1 The parties to this Agreement recognise that to increase the efficiency, productivity, and competitiveness of Capral a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce and
- (b) providing employees with career opportunities through appropriate training to acquire the additional skills as required by Capral.

26.2 It is agreed that a training program be developed consistent with:

- (a) the current and future skill needs
- (b) the size, structure, and nature of the site and
- (c) the need to develop vocational skills relevant to Capral.

26.3 Where it is agreed that additional training should be undertaken by an employee, that training may be undertaken on or off the job or before and after work. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.

26.4 Training will be provided and employee commitment and compliance to any training process will be essential for the successful attainment of skills and for the maintenance of skill levels. It is mandatory for all employees to undergo training and retraining as required.

26.5 Training will usually be on the job under the guidance of a competent co-worker. On the job training will be paid at appropriate award rates if before or after hours.

26.6 Off the job training, meetings and seminars will be paid at ordinary (single time) rates if outside normal hours these will include but not limited to:

- (a) First Aid Training
- (b) Off Site Training
- (c) TAFE Training
- (d) Public Courses and
- (e) In house classroom style training.

26.7 This will not apply to any production team meetings which will be paid at appropriate overtime award rates.

26.8 The Campbellfield classification definitions and progression criteria are a dynamic document and subject to change to meet business requirements. Changes will only be made following consultation and agreement with employees.

27 CAREER PATH

27.1 A career path has been established and is a 'living document' designed to meet the needs of both the employees and Capral's workforce planning requirements.

27.2 Annually the career path will be reviewed and modified (if needed) to reflect the continuous improvement in processes, changes in Capral's needs and the ongoing competency requirements of employees.

27.3 All employees will progress through the agreed career path skill requirements and after consistently performing those tasks to demonstrate their competencies will progress to the next grade, subject to the conditions specified in the classification structure.

27.4 The movement through the grading system will be competency based and upon completion and successful assessment achieved which will be conducted by the Trainer, Team Leader, Manager, or appropriate appointed person by management.

27.5 The training and assessment of employees through the career path does not entitle the employee to be classified or paid at a higher classification. An employee will only be appointed to a new classification level through, a vacancy, promotion or advertised position.

28 CAREER PATH STRUCTURE

28.1 Manufacturing (Non-AVA)

CCL1 New employees with no experience or training
 Must work with close supervision
 6 months assessment for CCL 2
 Packing employees
 Ability to identify defects within material

CCL2 Minimum 6 months service
 Experienced in pick, packing, or loading trucks
 Experienced Packer
 Stretcher Operator
 Die Assembler
 Qualified Forklift/Side Loader Operator
 Caustic Attendant
 Basic knowledge of SAP
 Work unsupervised

CCL3 Good knowledge in the extrusion process
 Good product knowledge

Extensive experience in SAP
 Can undertake detailed SAP processes
 Able to confirm orders/print labels
 Able to supervise the packing crew
 Able to operate the finish saw
 Experienced AVA Operator
 Experienced Die Assembler
 Site Coordinator
 Laboratory Assistant

CCL4 Press Operator
 AVA Team Leader
 Drawn Operator
 Scrap Coordinator

CCL4T Die Corrector

CCL5 Supervisor and senior roles
 Extensive experience in all aspects of Capral operations
 Experienced Press Operator

CCL5T Senior Die Corrector
 CNC Operator

28.2 Manufacturing (AVA)

CCL1 New AVA employee
 Basic understanding of CNC Operations
 Forklift Licence

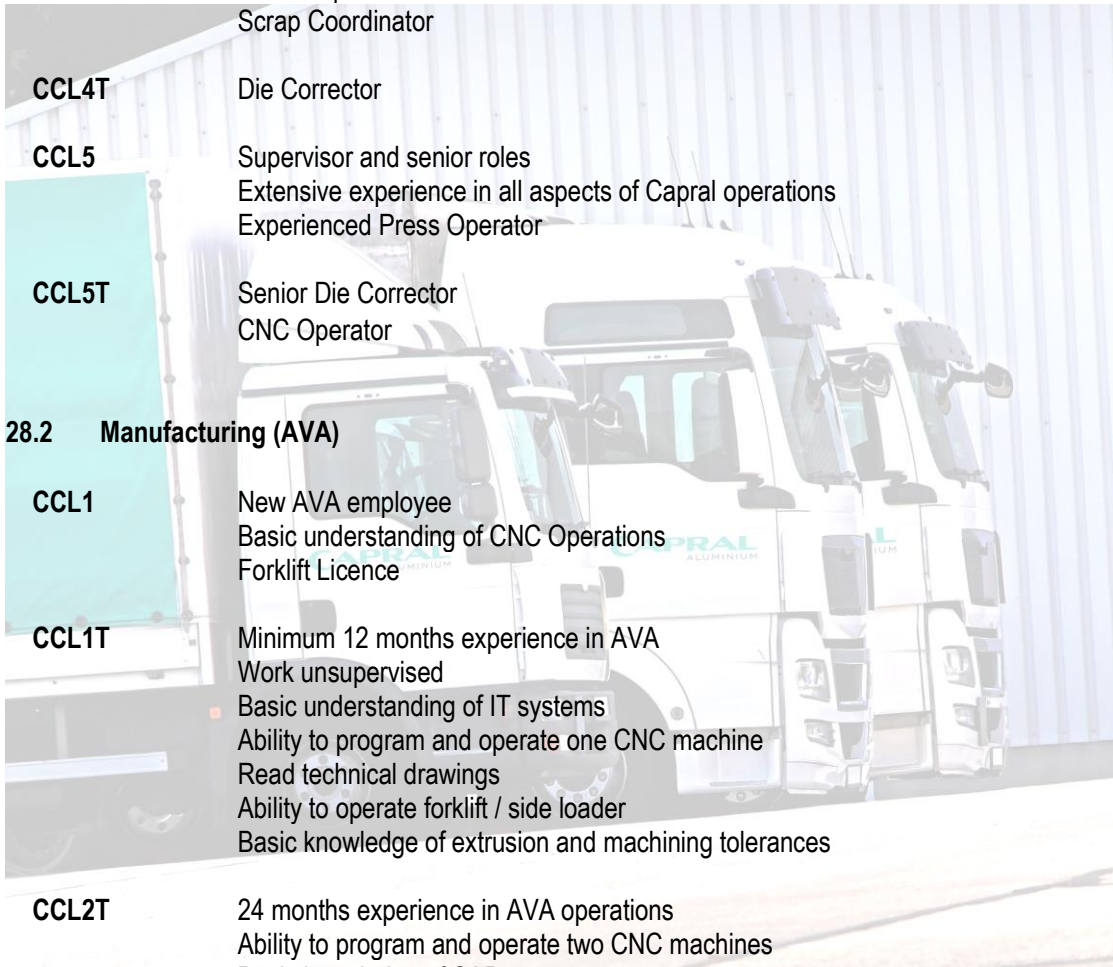
CCL1T Minimum 12 months experience in AVA
 Work unsupervised
 Basic understanding of IT systems
 Ability to program and operate one CNC machine
 Read technical drawings
 Ability to operate forklift / side loader
 Basic knowledge of extrusion and machining tolerances

CCL2T 24 months experience in AVA operations
 Ability to program and operate two CNC machines
 Basic knowledge of SAP
 Good product knowledge

CCL3T 36 months experience in AVA operations
 Ability to program and operate three CNC machines
 Advanced knowledge of shop floor IT systems

CCL4T 48 months experience in AVA operations
 Ability to program and operate four CNC machines
 Extensive experience in SAP and shop floor IT systems
 Ability to confirm orders / print SAP labels

CCL5T 5 years' experience in AVA operations



Ability to program and operate ALL CNC machines within AVA
Can undertake detailed SAP processes
Train and develop new operators

28.3 Warehouse

CCL1 Trainee Warehouse Operator

Employees shall remain on Level 1 for a period of no less than 3 months and may then progress to Level 2 following completion of a satisfactory assessment.

Skills / Duties

1. Responsible for the quality of their own work subject to detailed direction
2. Work in a team environment and under routine supervision
3. Undertake duties in a safe and responsible manner in accordance with Capral's safety policies and procedures
4. Provide assistance to the Team Leader in the execution of daily work functions as required

Must be competent to perform one or more of the following and possess the appropriate SAP skills:

- Storing and packing of goods and materials in accordance with appropriate procedures and or regulations.
- Preparation and retrieving goods from specific distribution centre areas
- Basic forklift operations
- Periodic housekeeping and stock-checks
- Basic knowledge of profiles

CCL2

Warehouse Operator

Employees shall remain on Level 2 until capable of effectively performing, through assessment or appropriate certification, the skills required of this classification so to enable them to progress to the next level should a position become available.

Skills / Duties – In addition to Level 1

1. Responsible for the quality of their own work
2. Able to co-ordinate work in a team environment under limited supervision
3. Assist with the training of Level 1 Distribution Centre employees as required
4. Inventory and warehousing control
5. Licensed operation for all appropriate materials handling equipment and use of tools and equipment within the distribution centre. Appropriate training to be provided
6. Able to pick and pack safely and correctly, material for distribution

In addition to the above, may possess a recognised first-aid certificate.

CCL3

Senior Warehouse Operator

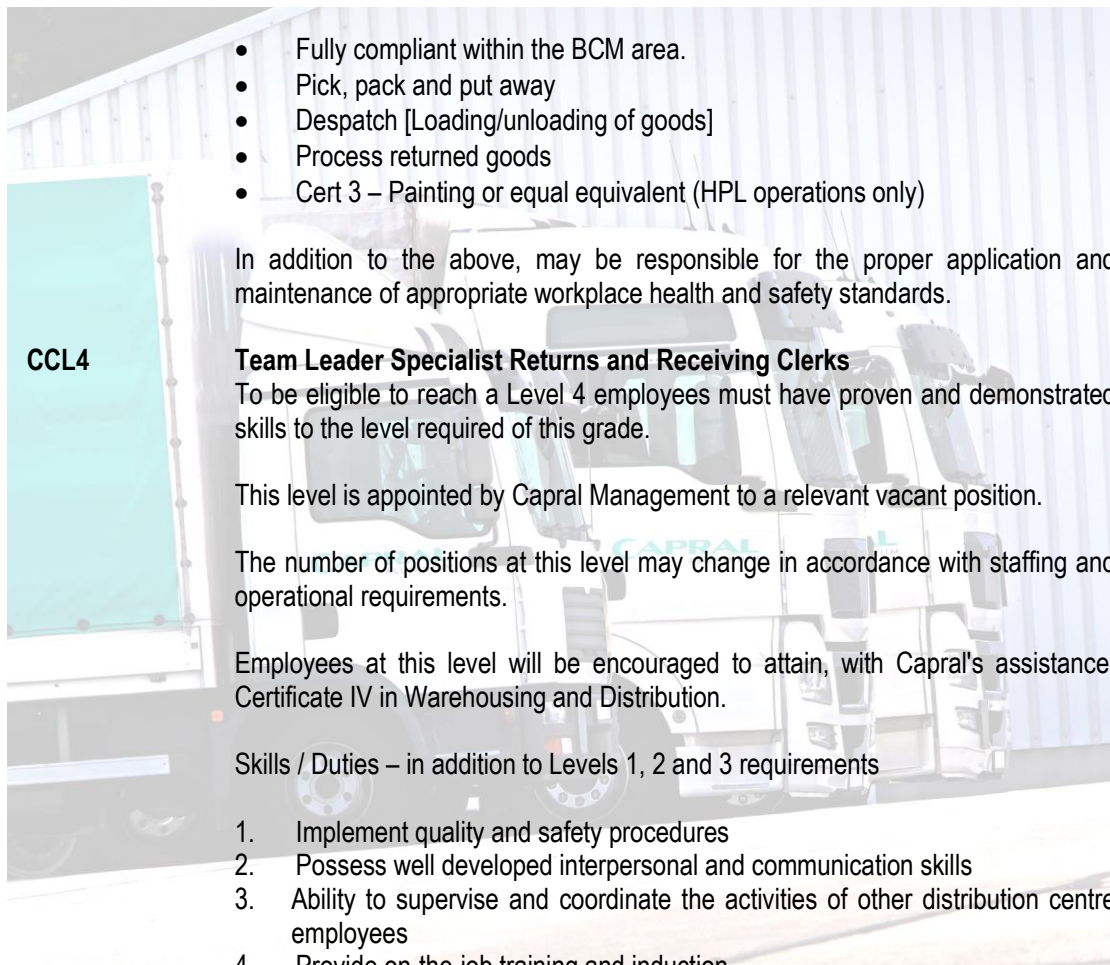
Employees shall remain on Level 3 until capable of effectively performing through assessment or appropriate certification the skills required of this classification to enable them to progress to the next level should a position become available.

Employees at this level will be encouraged to attain, with Capral's assistance, Certificates 2 and 3 in Warehousing and Distribution. They are also required to possess LO/LF and forklift licenses.

Skills / Duties – In addition to Level 1 and 2 requirements

1. Able to perform inventory and warehouse controls
2. Able to work in a team environment with minimal supervision
3. Possess sound interpersonal and communication skills
4. Possess an understanding of all packing areas of the Distribution Centre
5. Able to work from complex instructions and procedures
6. Exercise discretion within scope of this level
7. Competent keyboard skills

Must be competent to perform one or more of the following and possess the appropriate SAP skills.



CCL4

- Fully compliant within the BCM area.
- Pick, pack and put away
- Despatch [Loading/unloading of goods]
- Process returned goods
- Cert 3 – Painting or equal equivalent (HPL operations only)

In addition to the above, may be responsible for the proper application and maintenance of appropriate workplace health and safety standards.

Team Leader Specialist Returns and Receiving Clerks

To be eligible to reach a Level 4 employees must have proven and demonstrated skills to the level required of this grade.

This level is appointed by Capral Management to a relevant vacant position.

The number of positions at this level may change in accordance with staffing and operational requirements.

Employees at this level will be encouraged to attain, with Capral's assistance, Certificate IV in Warehousing and Distribution.

Skills / Duties – in addition to Levels 1, 2 and 3 requirements

1. Implement quality and safety procedures
2. Possess well developed interpersonal and communication skills
3. Ability to supervise and coordinate the activities of other distribution centre employees
4. Provide on-the-job training and induction
5. Exercise discretion within the scope of this level

Must be competent to perform one or more of the following and possess the appropriate SAP skills:

- Liaise with management and internal customers with respect to distribution centre operations
- Complete special projects as required
- Complete Capral's claims process
- Receipt and Despatch
- Compliant within BCM area.
- Fully compliant in SAP processes

CCL5

Supervisor

To be eligible to reach a Level 5 employees must have extensive experience in all aspects of Capral operations.

This level is appointed by Capral Management to a relevant vacant position.

The number of positions at this level may change in accordance with staffing and operational requirements.

Employees at this level will be encouraged to attain, with Capral's assistance, a Diploma or above in Warehousing and Distribution.

29 CHANGES TO CAREER PATH

29.1 When and if changes are made to the career path because of this review, the following conditions will apply:

- (a) If the skills required to perform a position within the classification structure is altered because of the review process, employees already undertaking training in that skill will not be disadvantaged and
- (b) When and if changes are made to the skill composition at a particular classification level, employees already on that level will be given the opportunity (over the following 12 months) to develop the new skills required for that classification level.

29.2 These employees will remain at their current classification level while developing the new skills required.

30 CAREER PATH ASSESSMENT

30.1 Employee skills will be reviewed by their Manager and feedback will be provided.

WORKING HOURS

31 SPAN OF HOURS

31.1 The ordinary hours of work are to be worked continuously, except for meal breaks, are between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread to meet operational requirements.

32 SHIFT WORK

32.1 All employees covered by this Agreement shall be obliged to work shift work. Employees shall work 38 hours each week or an average of 38 hours over a shift roster cycle. Any time worked in accordance with a roster more than 38, or an average of 38 hours per week will be paid at overtime rates. An individual may be given three (3) days' notice to change shifts within an existing roster system.

32.2 Rosters shall apply to day, afternoon and night shifts worked Monday to Friday, with each shift a maximum of eight hours duration for fulltime employees.

32.3 The following shift allowance shall apply:

- (a) Permanent Afternoon Shift – 15% of the employee's ordinary rate
- (b) Rotating Afternoon & Night shift – 20% of the employee's ordinary rate
- (c) Permanent Night shift – 30% of the employee's ordinary rate.

[Note: The loadings applying to shifts worked on Saturday, Sunday and Public Holidays shall apply in lieu of and not in addition to other shift loadings.]

32.4 Shift allowances set out in this clause shall stand alone and shall not be included for any other purpose of this Agreement.

32.5 Where shifts commence between 10.00pm and midnight on a Sunday or public holiday, the time worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.

33 OVERTIME

33.1 Overtime shall be all time worked and authorised by Capral exceeding 38 hours. Employees shall be required to work reasonable overtime. In determining whether the additional hours an employee is requested to work are 'reasonable', a range of factors must be considered including (but not limited to):

- a) any potential risk to the employee's health and safety
- b) the employee's personal circumstances including family commitments
- c) operational requirements
- d) whether any additional hours are on a public holiday
- e) notice given by Capral of the additional hours and the employee of his / her intention to refuse it.

33.2 Employees will not unreasonably refuse to work overtime.

33.3 Overtime shifts worked Monday to Saturday will be paid at 1.5 times normal hourly rate for the first 2 hours and 2 times normal hourly rate thereafter. Overtime worked on a Sunday will be paid at 2 times' normal hourly rate.

33.4 Where an employee works on a Public Holiday, they will be paid at 2.5 times' normal hourly rate. This payment will be inclusive of the single time an employee would have received had she/he not worked on a Public Holiday.

33.5 Allowances are not payable on overtime hours worked.

33.6 Overtime will be made available to eligible employees based on skill, suitability, and qualification.

34 OVERLAP PAYMENT

34.1 Overlap payments are currently received by employees engaged in shift work to allow continuity of the process (i.e. paid six minutes before the rostered shift for overlap purposes and six minutes after a rostered shift for washing up and / or cleaning purposes).

34.2 It is agreed that overlap payments in all shift positions will continue however use will be strictly enforced. Therefore, any employee who arrives at his / her workstation after the intended start time (i.e.: 5.54am, 1.54pm and 9.54pm) will not be paid the overlap payment.

34.3 Overlap payments are not received when an employee is not required to replace another employee on a previous shift. Alternatively, all employees receiving overlap payments will be required to remain at their workstation until the hour of departure time will be six minutes after the hour.

35 ROSTERED DAY OFF

35.1 Each employee is entitled to twelve (12) RDOs in a year. To be paid at ordinary rates plus any applicable shift loading for those working permanent afternoon or night shifts.

- 35.2 An employee wishing to take an accrued single RDO day must submit a request to their manager using the appropriate leave form 48 hours prior to taking the leave. Approval will be granted subject to operational requirements.
- 35.3 Where an employee has a pre-approved RDO and Capral asks the employee to work; the employee maintains the right to refuse to work on that day.
- 35.4 Where a union delegate is required to undertake training on an RDO; Capral will permit that employee to the equivalent time off in lieu. Time in lieu is to be by mutual agreement between Capral and the employee.
- 35.5 All untaken RDO's will be paid out in the first pay period in November each year, subject to a bank of 6 days being carried into the New Year. Where the employee has less than 6 RDO's accrued, all RDO's will be carried into the New Year. Accrued RDO hours can be used in lieu of annual leave for shutdown purposes. Time towards RDO's will not accrue while on leave.

36 BREAKS

36.1 The paid Rest Break are as follows:

Paid Rest Break/ Meal break

If an employee works 4 or more hours and up to 5 hours: 15 minutes

If an employee works more than 5 and up to 8 hours: 1x15 minutes and 1x30minutes

- 36.2 An employee working on a Sunday or a public holiday shall be allowed a crib break of 20 minutes without deduction of pay after the first eight hours of work and a further crib break of 20 minutes without deduction of pay after each four hours of work over eight hours provided he or she continues work after such crib break.
- 36.3 Breaks are to be taken as directed by Capral in accordance with this clause.
- 36.4 No employee will work more than 5 hours continuously without a meal break.
- 36.5 An employee will not work for 4 or more hours without a paid rest break of 15 minutes.
- 36.6 Capral will attempt, as far as practicable, to provide employees with their meal breaks in the middle of their shifts.

LEAVE

37 PERSONAL / CARERS' LEAVE

- 37.1 A fulltime employee will be allowed 10 days Personal / Carers' Leave each year. Part time employees will be entitled to such leave on a pro-rata basis. This entitlement will accrue progressively throughout the year. Unused Personal / Carer's Leave will accumulate without limitation.
- 37.2 Personal / Carers' Leave is available to employees when they are absent:
 - (a) due to personal illness or injury (Personal Leave); or
 - (b) for the purposes of providing care or support to an immediate family member (a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling, or de facto partner. Inclusive of step-relations (e.g. step-parents and step-children) as well

as adoptive relations, or a member of the employee's household who has an illness or injury or is suffering an unexpected emergency (Carers' Leave).

37.3 If an employee is not entitled to take any paid Carers' leave because they have exhausted their balance of paid Carers' Leave for that period, they are entitled to take 2 days' unpaid Carers' Leave for each permissible occasion as outlined in clause 37.2(b) above. Casual employees are also entitled to unpaid Carers' Leave.

37.4 Capral may require the production of a medical certificate from a medical practitioner dated at the time of the Personal / Carers' leave; alternatively employees may provide a Statutory Declaration or Certificate of Attendance for:

- a) absences exceeding one day or
- b) single day absences that occur either side of a non-working day (i.e., weekend or public holiday), including an RDO.

37.5 Where an employee has a recurring pattern of Personal / Carers' Leave, Capral may counsel the employee and may require that such leave of absence be supported by medical certificate from a medical practitioner dated at the time of the Personal / Carers' Leave absence. The requirement to produce a medical certificate will not be unreasonably made by Capral.

37.6 If an employee is unable to attend work due to sickness, they must notify by telephone their Team Leader or Manager of their absence, as far as practicable, at least one hour prior to the commencement of their shift. As far as possible the employee must also inform their Team Leader or Manager of the estimated duration of their absence. Text, email, or electronic media messages are not an acceptable form of notification.

38 PERSONAL CARERS' LEAVE CASH OUT

38.1 Upon the death of an employee, all personal leave entitlements will be payable to the employee's estate.

38.2 Employees who have a minimum balance of 300 hours accrued personal carers' leave; and who have attained the preservation age may cash out the following amounts upon retirement (only) from their employment with Capral.

38.3 Table:

Years of Completed Continuous Service	Cash out Amount
More than 15 years but not more than 25 years	4 weeks – 152 hours
More than 25	8 weeks – 304 hours

38.4 Personal carers' leave balances more than figures above will be forfeited upon retirement from employment with Capral.

38.5 Years of service calculations are based on full years; there is no entitlement to payment for pro-rata / part completed years of service.

38.6 Capral may request additional information from the employee, the employee must not unreasonably refuse to provide such information to receive this payment.

39 COMMUNITY SERVICE LEAVE

39.1 All employees are entitled to be absent from work to participate in eligible community service activities, including:

- (a) jury service or
- (b) voluntary emergency management or
- (c) defence force service or
- (d) an activity prescribed by law.

39.2 With the exception of leave to participate in jury service, all community service leave will be unpaid.

39.3 If a fulltime or part time employee is required to attend for jury service, Capral will pay the difference between the employee's normal hourly rate and the rate of pay they receive from the court.

39.4 An employee must provide written evidence from the community service organisation prior to taking leave. Capral will not recognise any volunteer Community Service Leave without first receiving confirmation of association. i.e.: Country Fire Service or State Emergency Service.

40 PARENTAL LEAVE

40.1 Employees are entitled to unpaid Parental Leave in accordance with the FW Act. Employees who have completed twelve months' continuous service with Capral are entitled to up to 52 week's parental leave (which may be extended by a further 52 weeks upon agreement with Capral which will only be withheld on reasonable business grounds).

41 COMPASSIONATE / BEREAVEMENT LEAVE

41.1 Full and part time employees are entitled to up to 2 days of paid compassionate leave for each occasion that a member of the employee's immediate family or a member of their household (refer definition in clause 37.2(b) above) contracts or sustains a personal illness or injury that poses a serious threat to his or her life.

41.2 In circumstances where an employee's immediate family or a member of their household dies, the employee will be entitled to up to 2 days paid Bereavement Leave. Where an employee is required to travel internationally, they will be permitted up to a maximum of 5 days upon the production of evidence to Capral.

41.3 For the purpose of clarity, where an immediate family member or a member of an employee's household sustains a life threatening illness or injury i.e.: they are in hospital and subsequently die, the employee will be entitled to up to 2 days Compassionate leave prior to their death, followed by 2 days Bereavement Leave following their passing.

41.4 Compassionate and / or Bereavement Leave is unpaid for casual employees.

42 FAMILY & DOMESTIC VIOLENCE LEAVE

42.1 All employees (including part-time and casual employees) are entitled to 10 days paid family and domestic violence leave each year. The 10 days renews each 12 months but does not accumulate from year to year if it isn't used.

42.2 Family and domestic violence means violent, threatening, or other abusive behaviour by an employee's close relative that:

- seeks to coerce or control the employee
- causes them harm or fear.

42.3 Employees can request leave if they need to deal with the impact of family and domestic violence and it's impractical to do so outside their ordinary hours of work such as to:

- plan for their personal safety
- attending court hearings

- access police services.

42.4 Leave does not need to be taken all at once and can be taken as a single or part day absences. Employees must communicate their need to access this leave with their manager in the first instance.

42.5 Employees must communicate their need to access this leave with their Manager in the first instance.

43 ANNUAL LEAVE

43.1 A full time employee will be entitled to a period of four (4) weeks (152 hours) Annual Leave for each 12 months continuous service.

43.2 An employee wishing to take Annual Leave must submit a request to their Manager using the appropriate leave form two (2) weeks prior to taking the leave.

43.3 Where the employee's nominated leave dates cannot be approved by their Manager due to operational requirements, the employee will be notified within five (5) days prior to the leave being taken.

43.4 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

44 PAYMENT OF ANNUAL LEAVE

44.1 The provisions under which an employee becomes entitled to and accrues annual leave are set out in the Award.

44.2 Notwithstanding, the provisions of the Agreement and the Award an employee may elect to redeem (be paid out the value of) accumulated Annual Leave as a lump sum in accordance with the procedure set out below:

- (a) Pay out of the excess Annual Leave entitlement of the employee, including leave accrued for part of a year of service. Capral will deduct 4 weeks leave (152 hours) from the calculated figure and the balance shall be excess Annual Leave
- (b) When calculating excess Annual Leave entitlements for the purposes of this clause, only whole days (Annual Leave) will be counted
- (c) The period of leave paid out shall be paid at the employee's current rate of pay (plus any applicable Leave Loading) applying at the time the payment is made
- (d) All payments made will be subject to taxation as required by Australian law
- (e) Once the leave has been paid out by application and payment made there shall be no further entitlement to a period of leave or payment for leave in respect of the period paid
- (f) Application to pay out of leave must be made by the individual employee in writing and approved by Capral. An employee may make only one application for pay out of excess Annual Leave per year
- (g) Payouts of Annual Leave will be made at Capral's discretion and will consider whether a substantial period of Annual Leave has been taken by the employee in the previous twelve months.

45 UNPAID LEAVE

45.1 Unpaid Leave means an approved leave of absence, which whilst not exhaustive, may include:

- (a) An employee who is studying and requires time to attend exams or
 - (b) An employee who wishes to travel overseas or interstate for an extended period or
 - (c) An employee who requires time off to care for a sick or injured close relative.
- 45.2 The granting of Unpaid Leave is at the discretion of Capral and must be approved by a General Manager. Such requests will not be unreasonably refused.
- 45.3 An employee must have more than 12 months continuous service and have exhausted their Enterprise Agreement Leave entitlements to be eligible for Unpaid Leave.
- 45.4 Whilst on Unpaid Leave of one week or more all of the employee's entitlements to Annual Leave, Personal / Carers' leave, Long Service Leave, and Superannuation will be frozen from the date of commencing such leave to the date of returning from such leave.
- 45.5 The maximum period of absence on any one occasion will be three (3) months.
- 45.6 Such absence will not break the continuity of employment for the employee concerned.
- 46. Long Service Leave**
- 46.1 From 1 August 2024, employee Long service leave accruals will increase to 10 weeks for every 10 years of service (equivalent to 1 week per year). Leave may be taken on a pro-rata basis after 7 years of service.
- 46.2 Long service leave may only be taken by agreement between Capral and employee.
- 46.3 In the event of the death of an employee, all accrued long service leave will be paid out employee's estate in full.
- 46.4 All other conditions as per State Long Service Leave Legislation will apply.
- 47 PUBLIC HOLIDAYS**
- 47.1 Employees will be granted the following holidays without deduction of pay in addition to any other government gazetted public holidays:
- 47.2 New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, AFL Grand Final Day, Melbourne Cup Day, Christmas Day, Boxing Day.
- 47.3 In the event that any public holiday falls during a weekend, the first subsequent ordinary weekday will be treated in lieu as the public holiday. Except in the case of continuous shift workers, in which case the holiday shall fall on the actual day prescribed.
- 47.4 By mutual agreement between Capral and the employee, any other day may be substituted as a holiday for any of the holidays or substituted days. The substituted day shall be the only day, which then attracts the public holiday penalty rate.

EMPLOYMENT CONDITIONS

48 UNIFORM

- 48.1 Capral will supply each employee with uniforms in line with clause 48.3 below. The Capral uniform must always be worn, along with fully enclosed safety work boots, during work hours.
- 48.2 Capral takes great pride in its professionalism. As such employees must always present themselves in their Capral uniform for and during work in a professional and business-like

manner. If an employee does not meet this requirement, they may be directed to cease work without pay until such time as the employee is dressed to the required standard. Capral will not be harsh or unreasonable in enforcing this measure.

48.3 Each employee will be provided three (3) shirts, two (2) trousers and two (2) jumpers annually; with a jacket provided every two (2) years.

48.4 Each employee will have responsibility for maintaining their uniform in a clean and tidy manner.

48.5 Capral will provide employees with safety footwear as required.

48.6 Should an employee have a medical condition confirmed in writing by their doctor and are unable to wear Capral standard footwear, then Capral will provide the employee with suitable footwear at the cost to Capral.

48.7 If an employee wishes to purchase extra uniform items Capral will make these items available at a reasonable cost to the employee.

49 EEO, WORKPLACE HARRASSMENT AND DISCRIMINATION

49.1 Parties bound to this Agreement will conform and support Capral's EEO, Workplace Harassment and Discrimination policy. Capral will ensure that policies are communicated to employees. Should an incident occur the business practice in place at the time of the incident will be the accepted practice for the terms of this Agreement.

50 OCCUPATIONAL HEALTH AND SAFETY

50.1 Capral, its employees and the AWU are committed to achieving and maintaining healthy and safe working conditions in all Capral workplaces by abiding by all relevant State, Territory and Federal Occupational Health and Safety (OH&S) legislation.

50.2 This commitment will have the following objectives:

- (a) a safe working environment and safe systems of work are provided and maintained
- (b) machinery, equipment, and substances are provided and maintained in a safe condition
- (c) employees are provided with the information, instruction, training, and supervision that they need to ensure their health and safety
- (d) health and safety performance are improved and the incidence of injury and disease in the workplace is reduced by implementing a program of continuous improvement and reviewing health and safety policies, procedures, and work practices on a regular basis; and
- (e) consultation and cooperation between management, employees and their representatives on health and safety issues is encouraged and improved by the effective performance of a fully representative Health and Safety Committee.

50.3 Capral will ensure that subcontractors working on projects adopt and implement Capral's Health and Safety procedures; the Occupational Health & Safety Act 2004 and the Occupational Health and Safety Regulations 2017 to provide and maintain a safe working environment.

50.4 Occupational Health and Safety (OH & S) Committee will:

- (a) consist of management and employee representatives, unless otherwise agreed and
- (b) meet at least quarterly and will facilitate cooperation between management and employees on health and safety matters including the development, implementation and review of OHS

policy and procedures, analysis of injury/incident trends and workers compensation performance and review of accident/dangerous occurrence reports together with reports on preventative action taken.

50.5 Workplace Inspections:

- (a) A system of regular workplace inspections; regular hazard audits of work areas and work practices which include reference to relevant legislation standards and codes of practice shall be instituted in the workplace. These will be carried out with the involvement of OHS representatives.
- (b) Records of workplace inspections shall be maintained by Capral and made available to the OH & S Committee.
- (c) A scheduled maintenance program which includes requirements of relevant occupational health and safety legislation, standards and codes of practice shall be maintained in consultation with the OH& S Committee.
- (d) Capral will take prompt action to deal with any health and safety problems.

50.6 Measures will take effect to avoid the effects of heat stress within the workplace as per the Heat Hazard guidance note as issued by WorkSafe Victoria.

50.7 Basic occupational hygiene practices applicable to heat stress such as provision of sufficient cool drinks, rest breaks, ventilation and air conditioning fans will be provided.

50.8 Changes in work practices and procedures such as longer rest breaks, job rotation etc. will be implemented in areas where a high level of physical activity would compound the problem: e.g. Extrusion Operators.

50.9 Appropriate breaks between scheduled meal breaks will be implemented and the Site Manager will monitor the effectiveness of this clause.

51 ALCOHOL AND DRUGS

51.1 Drinking of alcohol or taking of illegal drugs during working hours is not permitted.

51.2 Alcohol and / or drugs are not permitted on the Campbellfield site.

51.3 Capral will conduct random alcohol and drug testing of all its employees on site. Employees who test positively to alcohol and / or drugs; or who are suspected of being affected by drugs and / or alcohol in the workplace will be managed in accordance with Capral's Drug and Alcohol Procedure. The parties aim to establish a new alcohol and drug testing procedure aligned with Capral's National procedure, subject to agreement by employees and the AWU.

52 SMOKING AND VAPING

52.1 Smoking and / or vaping are only allowed in the designated areas outside.

52.2 Any employee found to be smoking not within the designated areas may be subject to disciplinary action.

53 DISPUTE SETTLEMENT

53.1 If a dispute relates to:

- (a) a matter arising under the Agreement or
 - (b) the NES,
- this clause sets out procedures to settle the dispute.
- 53.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 53.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant Supervisors and/or site Management.
- 53.4 Where the dispute cannot be resolved at site level, the matter may then be referred to Capral's Human Resources Manager for review and assistance.
- 53.5 Following the steps above, if the dispute remains unresolved, either party may then refer the matter to the Fair Work Commission for assistance.
- 53.6 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, it then may:
 - i. arbitrate the dispute and
 - ii. make a determination that is binding on the parties.
- 53.7 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- 53.8 A decision made by the Fair Work Commission when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- 53.9 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) The status quo antea will prevail – in order to be clear, if the dispute relates to a change at work, the status quo antea represents the position before the implementation of the change
 - (b) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety and
 - (c) an employee must comply with a direction given by Capral to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe or
 - ii. applicable OH & S Legislation would not permit the work to be performed or
 - iii. the work is not appropriate for the employee to perform or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 53.10 The parties to the dispute agree to be bound by decisions made by the Fair Work Commission in accordance with this clause.

54 PERFORMANCE MANAGEMENT

54.1 Parties to this Agreement agree to follow Capral's Performance Improvement and Disciplinary Action Business Practices (respectively).

55 REDUNDANCY

55.1 DEFINITION

"Redundancy" means a situation where a person who is employed on a permanent basis by Capral, will become redundant and whose services are terminated by Capral in circumstances where work of a particular nature is no longer required to be performed and alternative work for the employee is not offered or available.

55.2 Redundancy payments set out in this clause shall not apply in the following circumstances:

- (a) where employees are engaged on temporary short-term or fixed term employment to meet seasonal or other unusual demands for products or services; or where employees are engaged on a casual basis
- (b) on resignation by the employee
- (c) where dismissal takes place under the appropriate provisions of this Agreement and/or relevant legislation and/or applicable conditions of employment
- (d) on termination of employment through normal retirement or early retirement in accordance with the employees' Superannuation Plan.

55.3 When an employee is offered work at other locations within reasonable proximity.

55.4 SELECTION OF EMPLOYEES

Capral will select employees to be retrenched by a system which combines voluntary retrenchment, performance, attendance, and skills factors. Length of service will be the deciding factor if all other factors are equal. The method used to select appropriate employees will be determined by having regard to the future operating requirements of the area. Capral shall determine whether a voluntary retrenchment shall be allowed, after full consultation between Capral and the affected employee(s) and the employee(s)'representatives (where applicable), including the relevant union(s).

55.5 ALTERNATIVE EMPLOYMENT

Where vacancies exist elsewhere on the site, or at other Capral sites in the area, Capral will make genuine efforts to fill those vacancies with those persons who would otherwise be redundant, subject to: -

- a. there being no replacement of the employee who has transferred and
- b. the employee's work record and physical capacities are of such nature as to indicate the
- c. transfer is in Capral's interest and
- d. any employee transferring to the vacancy being subject to three (3) months' probation. If termination initiated by Capral occurs in this probationary period (through no fault of the employee), the employee will receive the severance payment benefit they would have received under the previous work classification and
- e. an employee who after transferring to the vacancy and within a period of three (3) months, experiences difficulties in attending work or in performing the work, the employee being able to elect to terminate his/her employment. The employee will receive the severance payment benefit they would have received under the previous work classification.

55.6 Where Capral can arrange comparable alternate employment either within Capral or with another employer no payments pursuant to this Agreement shall apply.

55.7 NOTICE OF TERMINATION

Capral will provide notice of termination due to redundancy as determined by the circumstances which apply in each case.

55.8 A component of the redundancy benefits will include a payment of six (6) weeks' pay which will be inclusive of any payments made in lieu of notice.

55.9 ABSENCE FROM WORK/ALTERNATIVE EMPLOYMENT

An employee who is given notice may be required by Capral to work out the period of notice.

55.10 The employee may be granted up to one (1) day in each week of the notice period as paid leave of absence to seek alternative employment. Where the employee has been given a period of notice greater than that required by the FW Act the entitlement to paid leave of absence shall not apply to the extra weeks of the notice period.

55.11 The provision shall not apply to employees who have applied to be made redundant.

55.12 PAYMENTS

Employees who are terminated because of redundancy shall be eligible to receive only the following payments:

- (a) A payment of six (6) weeks' pay, which will be inclusive of any payments made in lieu of notice; plus
- (b) For each continuous year of service, three (3) weeks ordinary pay. The scale of this payment shall be applied on a pro-rata basis for completed months of service less than a full year; plus
- (c) For an employee who has at least ten (10) years continuous service, an additional payment of two (2) weeks ordinary pay for each additional five (5) years of continuous service or part thereof, calculated on the total period of service; plus
- (d) Payment for untaken accumulated sick leave which shall be reduced by any leave taken, plus
- (e) Unused Long Service Leave in accordance with the Victorian Long Service Leave legislation; plus
- (f) For employees aged 45 and over with two (2) years continuous service, an additional week's notice to the periods outlined above.

55.13 CERTIFICATE OF SERVICE

All retrenched employees will be supplied with an original Certificate of Service setting out:

- (i) The employee's name
- (ii) Period of employment
- (iii) Last position held.

55.14 RE-EMPLOYMENT

Employees who have been made redundant, will be given the opportunity to apply for reemployment when suitable vacancies occur, provided that a period of six (6) months has elapsed since date of termination.

55.15 OUTPLACEMENT SERVICES

Capral will offer all redundant employees Outplacement Service which will include financial counselling and advice on job seeking. This service will be determined by Capral in respect to its format, venue, duration, and delivery of such service.

55.16 SETTLEMENT OF DISPUTES

Any dispute arising out of this Agreement shall be dealt with in accordance with the Dispute Settlement procedure in clause 53.

GENERAL

56. PAYMENT OF WAGES

56.1 Payment will be made by electronic funds transfer, as determined by Capral, into the bank or financial institution account nominated by the employee. Employees will be provided with an electronic pay slip which will show the calculation of wages, accrued annual leave, accrued personal leave and long service leave where an employee has an actual accrued entitlement to long service leave, name and where possible the employee's classification level.

56.2 An employee may authorise Capral to make a deduction from their after-tax pay to pay the employee's Union fees. Capral will comply with that authorisation by paying the required amount to the AWU monthly, or as otherwise nominated by the AWU.

57 EARNINGS

57.1. Those employees on over Enterprise Agreement payments will receive their relevant classifications with their wage increases absorbed into their All-Purpose Allowance.

58 ROLE OF UNION DELEGATES & EMPLOYEE REPRESENTATIVES

58.1 Capral recognises the rights of employees to elect a union delegate or, employee representative/s where appropriate (in accordance with the FW Act), as their representative/s for the purposes of assisting employees with issues arising under this Agreement.

58.2 The union delegate and employee representative are first and foremost employees of Capral, and as such are required to discharge all their obligations as employees.

58.3 A union delegate or employee representative must seek and obtain permission from their respective Supervisor for approval to leave their normal duties for the purpose of employee representation and such request must include the expected duration of their involvement and the issue under consideration. Ordinarily, for approval to be granted, the issue under consideration should be sufficiently serious to justify leaving their normal duties.

58.4 Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount and that the union delegate/s or employee representative/s may not always be able to stop normal duties immediately when there is an issue relating to the site or the Agreement requiring their attention, the discretion of which rests with Capral based on operational requirements.

58.5 Union delegate/s or employee representative/s where appropriate will have access to a notice board for the purpose of posting notices and announcements relating to their employee representative activities, provided that such notices are relevant to the Campbellfield site. Capral reserves the right to remove any notice, which in its reasonable opinion is offensive or inappropriate or does not relate to the Campbellfield site. Capral will endeavour to consult with the relevant delegate where reasonable before removal of any material.

- 58.6 Where a dispute is raised in relation to the operation of this Agreement, the relevant union delegate will be permitted to attend such proceedings at the Fair Work Commission as necessary without deduction of ordinary/base rate of pay under this Agreement for their ordinary hours of work up to a maximum total of five (5) days per year, provided that such attendance does not unreasonably impact on the productivity of the business, the discretion of which rests with Capral based on operational requirements.
- 58.7 The agreement only incorporates Award terms that deal with delegates rights to the extent that they are more favourable than this clause. For avoidance of doubt, Award terms that deal with delegates rights that are not incorporated include any terms that:
- (a) Limit the number of delegates; or
 - (b) Impose additional or more onerous notice, evidentiary, or other administrative requirements on delegates or their exercise of rights.

59 TRAINING FOR DELEGATES

- 59.1 Capral will grant each accredited union delegate ("delegate") up to five (5) days per calendar year to attend accredited trade union training courses.
- 59.2 Union delegates must have completed at least 12 months of continuous service with Capral before being eligible for trade union training leave.
- 59.3 A union delegate must provide at least four (4) weeks written notice to Capral of the commencement date, duration, and content of the course.
- 59.4 Course content must be such to contribute to a better understanding of industrial relations and to assist the delegate/s to perform their functions including contributing to the prompt resolution of disputes and/or grievances in the workplace. A union delegate attending a course may be required to present the course content to Capral.
- 59.5 A union delegate may be required to satisfy Capral of attendance at the course to qualify for payment of leave.
- 59.6 The granting of leave pursuant to this clause shall be subject to Capral being able to make adequate staffing arrangements to meet the operational requirements of the workplace in releasing a union delegate on a course. Capral will not use this sub-clause to avoid an obligation under this clause.
- 59.7 A union delegate on leave approved in accordance with this clause shall be paid their ordinary/base rate of pay under this Agreement for their ordinary hours of work.
- 59.8 All expenses (including travel, accommodation and meals) associated with or incurred by the union delegate when attending a training course/s as approved under this clause shall be the responsibility of the union delegate or the union.
- 59.9 Leave under this clause is non-cumulative.

60 UNION FEE DEDUCTIONS

- 60.1 An employee may authorise Capral to make a deduction from their after-tax pay to pay the employee's union fees. Capral will comply with that authorisation by paying the required amount to the Union.

61 ENTRY CLAUSE

- 61.1 A union official (which may include an employee of the union) has the right to enter premises if they hold a valid and current right of entry permit issued by the Fair Work Commission.
- 61.2 The permit allows the official to:
- (a) investigate suspected breaches of the FW Act and other instruments
 - (b) meet with employees with before or after work or during lunch breaks
 - (c) exercise rights under OH & S laws.
- 61.3 Written notice (**an entry notice**) will be required to be given before entering a workplace and should be provided no less than 24 hours and no more than fourteen (14) days before the proposed visit.
- 61.4 A visit to a workplace must take place during working hours. Capral will direct the union as to where they may hold their meetings i.e.: designated meeting or lunchroom. The union will abide by Capral's direction.

62 PAID UNION MEETINGS

- 62.1 Capral agrees to facilitate a total of two AWU union meetings in each calendar year for the duration of 30 minutes each. Meetings will be scheduled in agreement with Capral to ensure production interruptions are minimised. Only financial AWU members will be eligible to attend and to receive normal earnings for this stoppage.

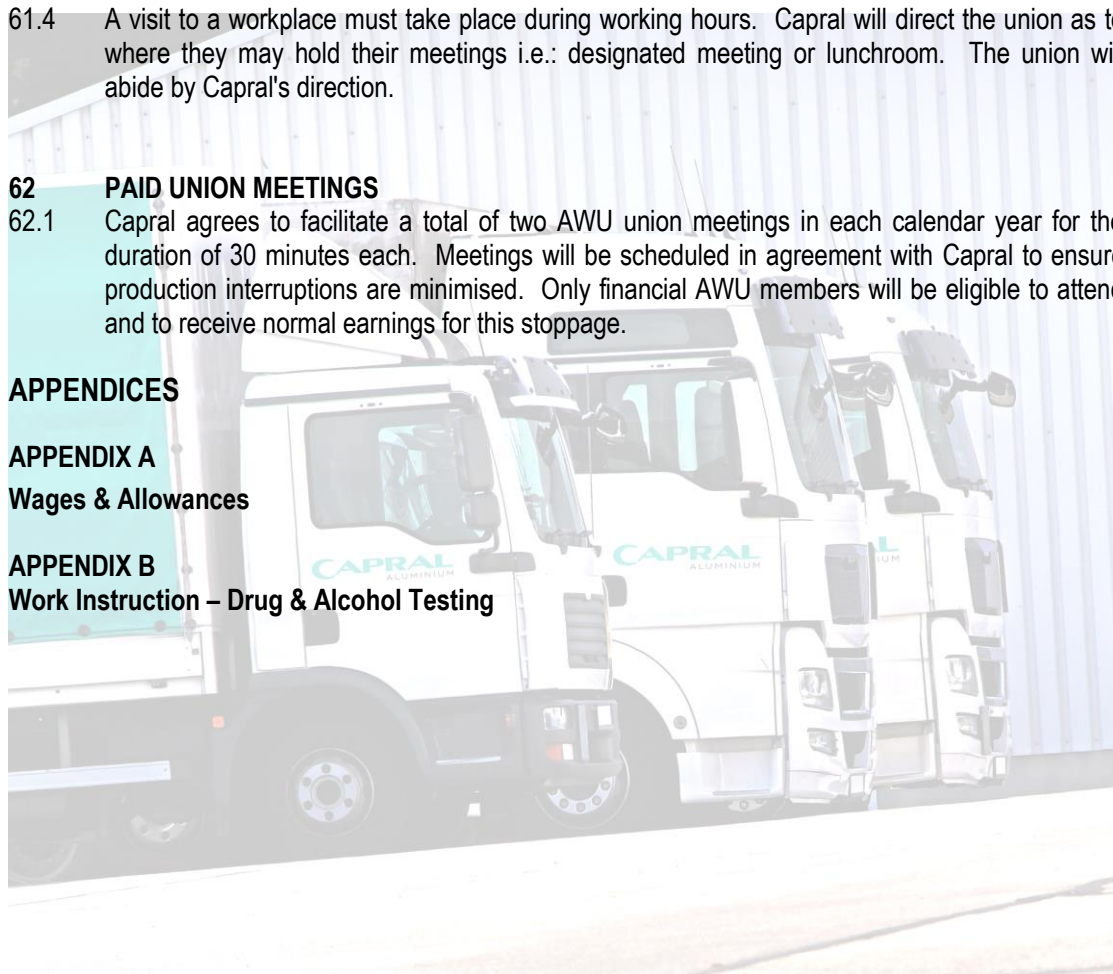
APPENDICES

APPENDIX A

Wages & Allowances

APPENDIX B

Work Instruction – Drug & Alcohol Testing



ACCEPTANCES


Signed for and on behalf of **Capral Limited** ABN 78 004 213 692 by its authorised representatives:

Signature: 

Date: 15.10.24

Name: **Warren Stainwall**
Title / Position: **Extrusion Business Manager**
Address: C/- 151 Barry Road, Campbellfield, VIC 3061

Witness Name: Abdul Rahim

Witness Signature: 

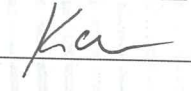
Explanation of person's authority to sign this Agreement:
Campbellfield Site Manager

Signature: 

Date: 15.10.2024.

Name: **Steven Larchin**
Title / Position: **RDC Manager**
Address: C/- 151 Barry Road, Campbellfield, VIC 3061

Witness Name: KARL OATES

Witness Signature: 

Explanation of person's authority to sign this Agreement:
Campbellfield Site Manager

The Australian Workers Union (AWU)

Signed for and on behalf of the AWU in its capacity as a Bargaining Representative:

Signature: _____

Date: _____

Name (in full): **Ronnie Hayden**

Witness Name: _____

Title / Position: State Secretary

Address (in full): _____

Witness Signature: _____

Explanation of person's authority to sign this Agreement:
AWU State Secretary

ACCEPTANCES

Signed for and on behalf of **Capral Limited** ABN 78 004 213 692 by its authorised representatives:

Signature: _____

Date: _____

Name: **Warren Stainwall**

Witness Name: _____

Title / Position: **Extrusion Business Manager**

Address: C/- 151 Barry Road, Campbellfield, VIC 3061

Witness Signature: _____

Explanation of person's authority to sign this Agreement:

Campbellfield Site Manager

Signature: _____

Date: _____

Name: **Steven Larchin**

Witness Name: _____

Title / Position: **RDC Manager**

Address: C/- 151 Barry Road, Campbellfield, VIC 3061

Witness Signature: _____

Explanation of person's authority to sign this Agreement:

Campbellfield Site Manager

The Australian Workers Union (AWU)

Signed for and on behalf of the AWU in its capacity as a Bargaining Representative:

Signature: *Ronnie Hayden*

Date: 16/10/24

Name (in full): **Ronnie Hayden**

Witness Name: Pat Wood

Title / Position: State Secretary

Address (in full): 685 Spencer Street West Melbourne, 3003

Witness Signature: *Pat Wood*

Explanation of person's authority to sign this Agreement:

AWU State Secretary

Appendix A



Campbellfield Enterprise Agreement 2024 Wage Rates

Code	Classification	Current Rates	Year 1 - 2024 4%	Year 2 - 2025 3.75%	Year 3 - 2026 3.75%
CCL1	Level 1	\$ 1,203.23	\$ 1,251.36	\$ 1,298.29	\$ 1,346.97
CCL1T	Level 1 Trades	\$ 1,397.23	\$ 1,453.12	\$ 1,507.61	\$ 1,564.15
CCL2	Level 2	\$ 1,267.89	\$ 1,318.60	\$ 1,368.05	\$ 1,419.35
CCL2T	Level 2 Trades	\$ 1,466.51	\$ 1,525.17	\$ 1,582.36	\$ 1,641.70
CCL3	Level 3	\$ 1,332.37	\$ 1,385.67	\$ 1,437.63	\$ 1,491.54
CCL3T	Level 3 Trades	\$ 1,537.02	\$ 1,598.51	\$ 1,658.45	\$ 1,720.64
CCL4	Level 4	\$ 1,397.23	\$ 1,453.12	\$ 1,507.61	\$ 1,564.15
CCL4T	Level 4 Trades	\$ 1,606.10	\$ 1,670.34	\$ 1,732.98	\$ 1,797.96
CCL5	Level 5	\$ 1,464.91	\$ 1,523.50	\$ 1,580.63	\$ 1,639.91
CCL5T	Level 5 Trades	\$ 1,680.33	\$ 1,747.54	\$ 1,813.07	\$ 1,881.06

Allowances

Type	Frequency	Current Rates	Year 1 - 2024 4%	Year 2 - 2025 3.75%	Year 3 - 2026 3.75%
Team Leader Level 1	Weekly	\$ 82.18	\$ 85.46	\$ 88.67	\$ 91.99
Team Leader Level 2	Weekly	\$ 109.58	\$ 113.97	\$ 118.24	\$ 122.68
Meal	Per Occasion	\$ 16.08	\$ 16.72	\$ 17.35	\$ 18.00
First Aid	Daily	\$ 2.71	\$ 3.95	\$ 4.10	\$ 4.25
Dirty Money	Daily	\$ 5.51	\$ 5.73	\$ 5.95	\$ 6.17

Wage Rates & Allowances Payable

Current rates are those applicable prior to this Agreement.

Year 1 represents rates payable upon the effective date set by the Fair Work Commission. Payable from 1 August 2024; payments will be processed in the next full pay period following ratification.

Year 2 represents rates payable on 1 August 2025.





Year 3 represents rates payable on 1 August 2026.

Employees will be paid an annual \$200 Coles Myer Gift Card each year upon the anniversary of the effective date.

Appendix B



WORK INSTRUCTION

Document Title:	Drug and Alcohol Procedure		
Document Purpose:	Processes and procedures to follow in relation to managing drug and alcohol on Campbellfield site.		
Safety Requirements:			
	High Visible Clothing	Safety Shoes	Glasses
			
	Arms and Legs Must be Covered		
Operation Summary	This procedure outlines the procedure for how to manage drug and alcohol in the workplace. It applies to all persons arriving, already on or departing site.		
Reference Documents:	<p>AS/NZS 4308 Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine</p> <p>AS 4760 Procedures for specimen collection and the detection and quantitation of drugs in oral fluid</p>		

Document Authorisation			
Position Title:	Name:	Signature	Date
OHS&E Authorisation	Peta Tyndall		
OHS Representative	Darren Walters		
Union Representative	Abdul Ali		
Team Leader	Abdul Rahim		
Area Manager	Warren Stainwall		
Business Extrusion Manager	Richard Axe		

Note: Procedure reviewed and approved by Union and Representatives in 2014.

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1 INTRODUCTION

The intent of the policy is to focus on the health and safety of the workforce and to address the risk of personnel being adversely affected by drugs or alcohol in the workplace.

This policy applies to all Capral employees, contractors and visitors on the Campbellfield Capral site. This policy forms only one part of Capral's overall fitness for work program. Other contributing factors to an Individual's fitness for work, such as fatigue, stress, or other physical or emotional health issues are beyond the scope of this Policy, but are managed through various practices and other Safety and Health procedures and policies.

2 OBJECTIVES

Drug and alcohol use can lead to impairment, impacting adversely on safety. The objectives of this policy are to:

- Maintain a safe and healthy work environment which minimises risks associated with acts or omissions by individuals that are under the influence of drugs and / or alcohol in the workplace.
- Encourage increased awareness of drug and alcohol issues through a range of educational measures.
- Provide assistance to employees through an Employee Assistance Program to aid in overcoming issues that could impair their fitness for work.
- Foster and reinforce the view within our workforce that it is not acceptable to be at work while impaired by drugs or alcohol.
- Contribute to Capral's duty of care obligations to employees, visitors and contractors by providing a safe place of work.
- Ensure all individuals who are deemed unfit for work are managed in an effective and fair manner.

3 ASSESSMENT OF FITNESS FOR WORK – DRUG & ALCOHOL

Capral will assess the fitness for work of people on our sites both prior to and during employment. Contractors shall be assessed at anytime.

Methods that may be used to assess fitness for work include:

- a) Face to face discussion between immediate supervisors and individuals at the start of and or during the work period.
- b) Medical assessment.
- c) Alcohol and drug testing.

Drug and alcohol assessments may be carried out at the following times:

- a) Prior to employment as part of the recruitment process.
- b) Randomly in the workplace.
- c) As a requirement following workplace incidents.
- d) As a requirement following legitimate concerns raised.

4 INDEPENDENT TESTER

The Independent Tester shall be a competent person from an independent drug and alcohol testing organisation appointed by Capral and trained to carry out collection and testing to the Australian Standard.

The independent testing organisation will:

- Obtain personnel data from Capral

- Select the individuals to be tested in Random testing at a frequency determined by the organisation
- Attend site and initiate drug and alcohol on Random testing
- Attend site and initiate drug and alcohol on Causal testing
- Conduct Confirmatory testing and organising sample to be sent to the laboratory

5 SUPPORT PERSON

Any person subject to testing under this procedure may have a Support Person accompany them for a reasonable period of time prior to entering the collection site as long as the Support Person does not delay or interfere with the scheduled test. The Support Person may only accompany the person to be tested to the test site and be present in the reception or other outer area at the collection site.

6 BREACH OF POLICY

In the circumstance where an individual is found to have taken a deliberate action in an attempt to breach this policy, they will be deemed as having a positive result and disciplinary action will apply.

Examples of such deliberate action include, but are not limited to:

- a) Refusing to undertake the following tests when required – Random, Cause or Clearance tests.
- b) Refusing to provide a sample in a timely manner.
- c) Failure to attend a testing venue when requested.
- d) Sample tampering, i.e.: sample substitution, dilution or addition of adulterant substances, tampering with the Chain of Custody process.
- e) Unauthorised possession, consumption or distribution of drugs, drug related paraphernalia on site.
- f) Consumption of alcohol on site (alcohol is only permitted on site if it is for the purpose of a gift, in which case it must remain unopened in the manufacturers sealed condition; or if it is to be used for a legitimate, authorised work related purpose).
- g) Providing false or misleading information to Capral about their fitness for work.
- h) Providing false or misleading information to Capral on testing acknowledgement or consent forms.

7 PRIVACY AND CONFIDENTIALITY

Information about an individual's test results or about their participation in a return to work program will be held confidential and such information will not be disclosed to any other persons without the consent of the person. The only exceptions to this, to whom disclosure may occur, are:

- the individual's Business Unit Manager or Regional General Manager
- the OHS Coordinator
- the HR Manager,

Breaches of this agreement will be viewed as a serious disciplinary matter. All suspected breaches of the confidentiality associated with all drug and alcohol issues at Capral will be investigated by the Business Unit Manager or Regional General Manager.

8 DRUG AND ALCOHOL TESTING

A person is defined as not fit-for-work when they are found:

- a) to be at or above the drug threshold levels prescribed in the relevant Australian Standard Procedures for the collection, detection and quantification of drugs of abuse in oral fluid (refer to Section 13); or
- b) to have a Blood Alcohol Content (B.A.C.) greater than 0.02%.

These levels have been determined by research as those which may significantly increase the risk to an individual's own safety and the safety of others due to impairment.

A person defined as not fit-for-work shall not be permitted to work on a Capral site, until such time as they provide a test result below these cut-off levels, and the individual is deemed fit-for-work by a Independent Tester.

Contractors or visitors, who are defined as not fit for work, can adversely affect Capral's business, employees and property. Therefore, any contractor, contractor's personnel or visitor defined as not fit-for-work will be denied access to the Site.

8.1 RANDOM TESTING

Employees, contractors and visitors will be subject to Random testing, which will be determined by a random selection process.

See Section 15 for a flow chart of this process.

8.2 CAUSE TESTING

Any employee, contractor or visitor may be required to undergo Cause testing for drugs and alcohol in the event of:

- a. An accident, incident or safety violation which results in a work-related injury, damage or loss of property on a Capral site.
- b. An accident or near miss incident where a Manager, Supervisor or OHS Coordinator has reasonable grounds to believe that a person may not be fit for work.
- c. Where management or an Individual has, on the basis of direct observation or direct evidence of a witness observation, reason to believe that the person may be unfit for work.

Note: Cause Testing will be subject to confirmatory testing.

8.3 VISITORS TO CAPRAL

A visitor is a person who is under the close supervision of an employee of Capral i.e. escorted, at all times. Visitors to Capral shall be fit-for-work in accordance with this policy. Visitors assessed as being a risk to themselves or others by being in the workplace will be escorted from the site. Such individuals will not be allowed back onto a Capral site unless the Business Unit Manager or Regional General Manager is satisfied that they are fit for work.

9 DRUG AND ALCOHOL TESTING PROCEDURE

9.1 INITIAL SCREEN TESTING AND RESULTS

Screen testing is alcohol screening (breathalyser) in conjunction with saliva sample for drug testing. A Independent Tester will conduct an initial Screen test for:

- all Random tests,
- Cause tests, and

These tests will be performed in accordance with the testing equipment manufacturer's specifications. Individuals will be provided with and must take the opportunity at the time the sample is collected, to declare any information which they consider relevant to the test. Section 10 of this Policy has further detail on declaring information regarding prescribed and Over The Counter (OTC) medications, the influence that this may have on a test result, and how that result will be viewed. If the initial Screen test for alcohol and drugs is negative, no further action is required and the person may immediately present for work. If the initial Screen test result is non-negative for drugs, the person may elect to have a 2nd (verification) Screen test conducted from the same sample used for the initial Screen test. If the verification Screen test is negative, they may continue to access site and present for work. If both Screen test results are non-negative for drugs, the person will be deemed as not fit-for-work pending

the result of the Confirmatory test. The individual must notify their Supervisor that they will not be attending for work that day / shift. The individual will be sent home by suitable transport (at their own cost) on the appropriate type of leave (as defined in Table 1). The individual will need to present for a Clearance test at the commencement of their next scheduled shift. Contractors will be denied access to site until they pass a Clearance test, and their employer advised by the Business Unit Manager or Regional General Manager that they have failed the fitness for work criteria at Capral.

9.2 CONFIRMATORY ALCOHOL TESTING

If the Screen test for alcohol is positive, the result will be confirmed using a second breath test (administered ten (10) minutes after the initial Screen test) using the same breath alcohol testing instruments (breathalyser). A person with a negative Confirmatory alcohol test result will be deemed fit-for-work and the Screen test declared a false positive. No disciplinary action will be taken against the person and the person will immediately proceed to work. If the Confirmatory alcohol test result is positive for alcohol, the person will be deemed as not fit for work. The person must notify their Supervisor that they will not be attending for work that day / shift. An individual will be sent home by suitable transport (at their own cost) on the appropriate type of leave (as defined in Table 1). The person will need to present for a clearance test at the commencement of their next scheduled shift. Contractors will be denied access to site and their employer advised that they have failed the fitness for work criteria at Capral.

For employees, disciplinary action will apply in accordance with Section 12.

9.3 CONFIRMATORY DRUG TESTING

Positive Screen tests for drugs will be referred for Confirmatory testing which is off-site laboratory based testing. Results of this testing will be available to the Business Unit Manager or Regional General Manager within approximately 48 hours. A negative Confirmatory drug test result will be deemed as fit-for-work and the Screen test declared a false non-negative. No disciplinary action will be taken against the individual and the individual will immediately return to work. A person with a positive Confirmatory drug test result will be deemed as not fit-for-work at the time of the Screen test. For employees, EAP will be offered in accordance with Section 11.2 and disciplinary action will apply in accordance with Section 12.

Capral will use laboratories certified to the Australian Standard to perform confirmatory drug testing. Chain of Custody of all saliva specimens will be maintained in accordance with the Australian Standard. Individuals will have the opportunity at the time the sample is collected, to declare any information which they consider relevant to the test.

The Chain of Custody form is only handled by the person being tested, the Independent Tester and the laboratory.

9.4 CLEARANCE TESTING

Where a person has been deemed not fit-for-work via a Screen test, the person must present for a Clearance test at the start of each subsequent rostered attendance at work until a negative test result is obtained and they are deemed fit-for-work by an Independent Tester. Clearance tests shall be undertaken by an Independent Tester. Clearance testing for alcohol will be conducted using a breathalyser unit. Clearance testing for drugs will be conducted using a saliva specimen test.

If the Clearance Test is positive, the person shall continue to be not fit-for-work until such time as they return a negative result. Confirmatory testing shall apply to all positive Clearance Test results. Clearance tests are managed by the Independent Tester.

10 PRESCRIPTION MEDICATIONS AND OVER-THE-COUNTER

10.1 DRUGS

The use of prescription medications and over-the-counter drugs may impair a person's ability to perform their work safely.

Any person using prescribed medication and / or over-the-counter drugs which may negatively impact on their fitness for work, should declare the use of the medication or drug to the Business Unit Manager or Regional General Manager when commencing the medication, by obtaining a letter from their Doctor which outlines the nature and effect that the medication or drug may have on them, including any limitation that the medication or drug may impose on their normal work duties. This letter forms part of the person's confidential medical records.

If a prior declaration has not been made, medication should be declared prior to any drug and alcohol testing activity to ensure any such medication can be taken into account should there be a non-negative test result.

The purpose of the self-declaration is to enable Capral to be informed about a person's medication requirements, so that an assessment of their fitness for work can be carried out and so that such medications may be taken into account should a positive drug test result occur during the testing process.

Where a declaration has been provided:

- a) If the result matches the declared medication, the employee or contractor may require additional medical review to ensure they are safe to proceed to work.
- b) If the result does not match the declared medication, it will be declared a non-negative result and sent for Confirmatory testing.
- c) Where an individual has returned a positive Confirmatory Test result, which does not match the declared medication, disciplinary action may occur in accordance with Section 12.

The assessment of whether they are fit-for-work will be made utilising any prior information provided by the employee's doctor / pharmacist. In the absence of such information, this decision will be made by the Independent Tester at the time of the test in consultation with the persons outlined in Section 7.

Whilst the individual is deemed to have tested positive and therefore unfit for work, disciplinary consequences will not automatically apply. However, disciplinary action (as outlined in Table 1) will be considered in cases where there has been no prior declaration of medication that is found to affect a person's fitness for work. This will be considered on a case-by-case basis.

Strict medical confidentiality will be maintained with respect to the use of declared medications.

11 EDUCATION AND SUPPORT

11.1 DRUG AND ALCOHOL EDUCATION

Capral will provide ongoing Drug and Alcohol education through:

- a) the Site induction processes; and
- b) specific educational programs.

11.2 EMPLOYEE ASSISTANCE PROGRAM (EAP) – DRUG AND ALCOHOL

11.2.1 ASSISTANCE / RETURN TO WORK

Capral will provide assistance to an employee affected by drugs or alcohol via the EAP.

11.2.2 *First Positive Confirmatory Test Result*

For any positive Confirmatory Test result, Capral will explain the EAP services to the employee and provide them with the EAP contacts.

11.2.3 *Second Positive Confirmatory Test Result*

On the second positive Confirmatory Test result, the employee must participate in a Return to Work / Management Plan approved by Capral. This is coordinated by the Business Unit Manager or Regional General Manager.

12 DISCIPLINARY ACTION

12.1 CAPRAL'S ACTIONS – CONFIRMED POSITIVE RESULT

If a person registers a positive Confirmatory Test result on any test Capral may take any or all of the following actions:

12.1.1 *Capral Employees*

- a) Reschedule the test due to unusual circumstances, such as post-operative situations. This would need to be assessed as appropriate by the Independent Tester.
- b) Arrange for the employee to be sent home by suitable transport (at their own cost) if they are unable to transport themselves legally and safely, and have been unable to arrange their own transport home.
- c) Require that an employee participate in any disciplinary and return to work processes / programs deemed necessary (as per Table 1).
- d) Re-test either a sample, any split sample or require an additional sample from the employee.
- e) Deactivate the employee's site access card and ensure the affected individual does not drive any Capral vehicle on or off the site until such time as a negative test result is obtained.
- f) Require the person to undertake the 'Retest Regime' to ensure their fitness for work on an ongoing basis.

Note: Employee entitlements in respect to absence from work following a positive Confirmatory Test result are outlined in Table 1.

12.1.2 *Other Personnel*

- a) The person will be denied access to the Site and may not be allowed to drive any vehicle, including Capral vehicles and private vehicles on Capral property, until they pass a Clearance test.
- b) The person may be required to undertake the Retest Regime to ensure their fitness for work on an ongoing basis.

12.2 CAPRAL'S ACTIONS – SAMPLE REFUSAL/AVOIDANCE

In accordance with Section 6 of this Procedure, any of the following will be classed as a Positive test result and will result in disciplinary action:

- a) Refusing to undertake the following tests when required – Random, Cause or Clearance tests.
- b) Refusing to provide a sample in a timely manner.
- c) Failure to attend a testing venue when requested.
- d) Sample tampering, i.e.: sample substitution, dilution or addition of adulterant substances, tampering with the Chain of Custody process.
- e) Unauthorised possession, consumption or distribution of drugs, drug related paraphernalia on site.
- f) Consumption of alcohol on site (alcohol is only permitted on site if it is for the purpose of a gift, in which case it must remain unopened in the manufacturer's sealed condition; or if it is to be used for a legitimate, authorised work related purpose).
- g) Providing false or misleading information to Capral about their fitness for work.
- h) Providing false or misleading information to Capral on testing acknowledgement or consent forms.

12.2.1 *Capral Employees*

- a) Require that an employee participate in any disciplinary and return to work processes / programs deemed necessary (as per Table 1).
- b) Deactivate the employee's site access card and ensure the affected individual does not drive any Capral vehicle on or off the site until such time as a negative test result is obtained.
- c) Require the person to undertake the 'Retest Regime' to ensure their fitness for work on an ongoing basis.

Note: Employee entitlements in respect to absence from work following a positive Confirmatory Test result are outlined in Table 1.

12.2.2 *Other Personnel*

- a) The person will be denied access to the Site and may not be allowed to drive any vehicle, including Capral vehicles and private vehicles on Capral property, until they pass a Clearance test.
- b) The person may be required to undertake the Retest Regime to ensure their fitness for work on an ongoing basis.

12.3 RETEST REGIME

Where any personnel (employee, contractor or visitor) have either had a positive confirmatory test result (as per Section 12.1) or have failed/refused to provide a sample for testing (as per Section 12.2) they shall be subject to a retesting regime.

This regime will require the personnel to participate in Random Tests conducted over three (3) months following the first positive result.

Following the second positive result, personnel will participate in Random Test conducted over the next six (6) months. Thereafter testing shall revert back to the original Random Test basis.

12.4 DURATION OF POSITIVE TEST RESULTS

Positive test results (triggered by Section 12.1 and 12.2) remain active over a rolling 12-month period. If an employee/contractor/visitor does not return a second positive test result for drugs or alcohol within 12 months of the date of the first positive test result, that first positive test result will not be taken into account in determining subsequent action.

12.5 RIGHT OF DISMISSAL & BANS FROM SITE

Capral reserves the right to terminate the services of an individual without following the guidelines in Table 1, in the case of gross misconduct arising from a breach of this policy.

For contractors, such misconduct will involve a ban from Capral sites.

SCREENING TEST	ALCOHOL	DRUGS	REFUSAL/ AVOIDANCE
Non-Negative	Confirmatory alcohol test is required ten (10) minutes later using the same breath alcohol testing instruments.	Confirmatory drug test sample sent to Laboratory for analysis & the individual is sent home by suitable transport (at own cost) on paid Sick Leave for the remainder of that day / shift only.	As per section 10.2 automatically triggers positive result.
CONFIRMATION TEST	If the Confirmatory Test is negative no further disciplinary action will be taken.	If the Confirmatory Test is negative the leave will be credited back to the individual and no further disciplinary action will be taken.	No confirmatory test is required.
1 st Positive	The individual is sent home by suitable transport (at own cost). Paid sick leave for that day / shift only.	The individual is sent home by suitable transport (at own cost). Paid sick leave for up to five (5) days / shifts – accrued or unpaid leave, whichever is applicable, to be utilised after five (5) rostered days / shifts if a negative Clearance test has still not been provided.	The individual is sent home by suitable transport (at own cost). Paid sick leave for that day / shift only.
	The individual must present for a Clearance test at the start of their next rostered day/shift.	The individual must present for a Clearance test at the start of their next rostered day/shift.	The individual must present for a Clearance test at the start of their next rostered day/shift.
	The individual must provide a negative Clearance test result prior to reporting for work.	The individual must provide a negative Clearance test result prior to reporting for work.	The individual must provide a negative Clearance test result prior to reporting for work.
	Written Warning issued for a positive Confirmatory test result.	Written Warning issued for a positive Confirmatory test result.	Written Warning issued the refusal/avoidance deemed as a positive result.
	Three (3) month Retest Regime established.	Three (3) month Retest Regime established.	Three (3) month Retest Regime established.
	EAP offered.	EAP offered.	EAP offered.
2 nd Positive	The individual is sent home by suitable transport (at own cost). Paid sick leave for that day / shift only.	The individual is sent home by suitable transport (at own cost). Paid annual leave or unpaid leave, whichever is applicable, to be utilised until a negative Clearance test is provided.	The individual is sent home by suitable transport (at own cost). Paid sick leave for that day / shift only.
	The individual must present for a Clearance test at the start of their next rostered day/shift.	The individual must present for a Clearance test at the start of their next rostered day/shift.	The individual must present for a Clearance test at the start of their next rostered day/shift.
	The individual must provide a negative Clearance test result prior to reporting for work.	The individual must provide a negative Clearance test result prior to reporting for work.	The individual must provide a negative Clearance test result prior to reporting for work.
	Final Written Warning issued for a positive Confirmatory test result.	Final Written Warning issued for a positive Confirmatory test result.	Final Written Warning issued for the refusal/avoidance deemed as a positive result.
	The individual must participate in a Return to Work / Management Plan to demonstrate the ongoing problem is being addressed.	The individual must participate in a Return to Work / Management Plan to demonstrate the ongoing problem is being addressed.	The individual must participate in a Return to Work / Management Plan to demonstrate the ongoing problem is being addressed.
	Six (6) month Retest Regime established. EAP offered.	Six (6) month Retest Regime established. EAP offered.	Six (6) month Retest Regime established. EAP offered.
3 rd Positive (within 12 months)	Investigation by the Business Unit Manager or Regional General Manager	Investigation by the Business Unit Manager or Regional General Manager	Investigation by Business Unit Manager or Regional General Manager
	Disciplinary Action is likely to occur up to and including Termination of Employment.	Disciplinary Action is likely to occur up to and including Termination of Employment.	Disciplinary Action is likely to occur up to and including Termination of Employment.

Table 1 – Positive Test Result Actions

13 DRUG THRESHOLD LEVELS

Capral has adopted the threshold levels for the detection and quantification of drugs in accordance with Australian Standard.

14 DEFINITIONS, TERMS AND ABBREVIATIONS

The following definitions apply to the terms used in this Policy:

Adulteration	The use of any chemical or any other product or substance, which renders a sample un-testable or interferes in any way with the testing process.
Alcohol	Any fermented or distilled spirits containing ethyl alcohol, such as beer, wine, wine coolers, blended or distilled spirits, fermented ales, etc.
Australian Standard	The relevant Australian/New Zealand Standard for procedures for the collection, detection and quantification of drugs and alcohol.
BAC	Blood Alcohol Content
Breathalyser	An instrument which analyses and quantifies the chemical presence of alcohol in a breath sample.
Chain of Custody	A procedure to account for the integrity of each test specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
Clearance Test	A test conducted at commencement of the next shift after the initial Screening test result.
Confirmatory Test	In the case of drug testing, an analytical testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial Screening test and which uses a different technique and chemical principle from that of the initial Screening test. In the case of alcohol testing, an acceptable test which confirms the presence of alcohol by using the same or different testing technique, such as a breathalyser.
Independent Tester	A person from an independent testing organisation appointed by Capral and trained to carry out collection and testing.
Drug	Substances including but not limited to those specified in Table 3.
Employee	A person engaged by Capral.
Employee Assistance Program	Capral sponsored program to provide assistance to employees for addressing any problems which are or have the potential to affect workplace productivity or individual employee health.
Employee Discipline Process	Capral's current documented disciplinary process.
Negative	Below the AS/NZS 4308 specified cut-off levels for drugs. Below a BAC of 0.02% for alcohol.

Non-negative	A non-negative response is where detection of drugs above the threshold levels prescribed in the Australian Standard or alcohol above the threshold level of 0.02% BAC by the initial screening equipment but not confirmed by further testing
Paraphernalia	Equipment, apparatus or other devices used in conjunction or associated with drugs or alcohol.
Positive	A positive result is: <ul style="list-style-type: none">• Above the Australian Standard specified cut-off levels for drugs which has been reviewed and verified or confirmed by the laboratory.• Above a BAC of 0.02% for alcohol which has been confirmed by a second breath test.• Refusal/sample avoidance or other actions listed in Section 12.2 of this procedure
Random Testing	Testing based on a mechanism for selecting employees for Drug or Alcohol testing that: <ul style="list-style-type: none">a) results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected, andb) does not give Capral discretion to waive the testing of any employee selected under the mechanism.
Screening Test	In the case of drug testing, a preliminary test to eliminate negative saliva specimens and / or impairment tests results from further consideration. Also, a reliable test in the case of testing for other substances including alcohol, such as a Breathalyser.
Site	Capral site at 151 Barry Road, Campbellfield, Victoria, 3061.
Split Sample/Specimen	A portion of a saliva specimen, which is set aside and maintained under a separate chain of custody for Confirmatory testing purposes if requested by the employee.
Support Person	A Support Person may be any of the following: <ul style="list-style-type: none">a) Family memberb) Friendc) Union Representative
Testing Venue	A place designated by Capral where individuals present themselves for the purpose of providing a specimen / sample for testing purposes.
Visitor	A person required to be escorted at all times whilst on a Capral site.

15 FLOW CHART

