THE CAKE SYNDICATE Pty Ltd (Trading as Susan Day Cakes Pty Ltd) ENTERPRISE AGREEMENT 2024-2027

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1. TITLE

1.1. This Agreement shall be known as The Cake Syndicate Pty Ltd (trading as Susan Day Cakes) Enterprise Agreement 2024 - 2027.

2. SCOPE

- **2.1.** This agreement applies to all employees whose employment is covered by the Food, Beverage and Tobacco Manufacturing Award 2020, and employed by The Cake Syndicate Pty Ltd (trading as Susan Day Cakes) in the state of Victoria.
- **2.2.** This agreement shall be binding upon:
 - The Cake Syndicate Pty Ltd ('Employer')
 - **II.** The United Workers Union at 833 Bourke St, Docklands, Victoria, its officers and members.
 - III. All employees of The Cake Syndicate Pty Ltd performing work covered by the Food, Beverage and Tobacco Manufacturing Award 2020 ('Employee(s).

3. DURATION OF AGREEMENT

3.1. This agreement shall apply from 7 days after the date of approval by Fair WorkAustralia and has a nominal expiry date of 1 July 2027.

4. RELATIONSHIP TO PARENT AWARD

- **4.1.** This agreement shall incorporate the provisions of the Food, Beverage and Tobacco Manufacturing Award 2020 ('Award'), as varied from time to time.
- **4.2.** Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

5. NO EXTRA CLAIMS

5.1. The parties agree that there shall be no further claims to alter wages or conditions for the duration of this Agreement.

6. CONSULTATION OF CHANGE

- **6.1.** This term applies if the Employer:
 - **6.1.1.** has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - **6.1.2.** proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- **6.2.** For major change referred to in paragraph 6.1:
 - **6.2.1.** the Employer must notify the relevant employees of the decision to introduce the major change; and
 - **6.2.2.** subclauses 6.3 to 6.9 apply.

- **6.3.** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- **6.4.** If:
 - **6.4.1.** a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - **6.4.2.** the employee or Employees advise the Employer of the identity of the representative;
 - **6.4.3.** the Employer must recognise the representative.
- **6.5.** As soon as practicable after making its decision, the Employer must:
 - **6.5.1.** discuss with the relevant Employees:
 - I. the introduction of the change; and
 - the effect the change is likely to have on the Employees;
 and
 - III. measures the Employer is taking to avert or mitigatethe adverse effect of the change on the employees; and
 - **6.5.2.** for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - I. all relevant information about the change including thenature of the change proposed; and
 - II. information about the expected effects of the change on the Employees; and
 - III. any other matters likely to affect the Employees.
- **6.6.** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- **6.7.** The Employer must give prompt and genuine consideration to matters raisedabout the major change by the relevant Employees.
- **6.8.** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 6.2.1 and subclauses 6.3 and 6.5 are taken not to apply.
- **6.9.** In this term, a major change is *likely to have a significant effect one amployees* if it results in:
 - **6.9.1.** the termination of the employment of Employees; or
 - **6.9.2.** major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - **6.9.3.** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - **6.9.4.** the alteration of hours of work; or
 - **6.9.5.** the need to retrain Employees; or
 - **6.9.6.** the need to relocate Employees to another workplace; or

- **6.9.7.** the restructuring of jobs.
- **6.10.** Change to regular roster or ordinary hours of work. For a change referred to in paragraph 6.1.2:
 - **6.10.1.** the Employer must notify the relevant Employees of the proposed change; and
 - **6.10.2.** subclauses 6.11 to 6.15 apply.
- **6.11.** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- **6.12.** If:
- **6.12.1.** a relevant Employee appoints, or relevant Employees appoint, are presentative for the purposes of consultation; and
- **6.12.2.** the Employee or Employees advise the Employer of the identity of the representative;
- **6.12.3.** the Employer must recognise the representative.
- **6.13.** As soon as practicable after proposing to introduce the change, the Employer must:
 - **6.13.1.** discuss with the relevant employees the introduction of the change; and
 - **6.13.2.** for the purposes of the discussion—provide to the relevant employees:
 - I. all relevant information about the change, including the nature of the change; and
 - II. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - III. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - **6.13.3.** invite the relevant Employees to give their views about the impact of the change (including any impact in relation to theirfamily or caring responsibilities).
- **6.14.** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- **6.15.** The Employer must give prompt and genuine consideration to matters raisedabout the change by the relevant Employees.
- **6.16.** In this term *relevant employees* means the Employees who may be affected by a change referred to in subclause 6.1.

7. CHANGE TO ROSTER

7.1. Changes to the roster require consultation in accordance with clause 6 – Consultation of Change, followed by not less than 4 weeks' notice of thechange, or less by agreement.

8. CHANGE TO SHIFT PATTERN

- **8.1.** For changes to shift patterns, the Employer will develop an implementation process appropriate for the change with due consultation in accordance with clause 6 Consultation of Change. Reasonable notice will be provided to any affected employees but will be no less than 4 weeks.
- **8.2.** The implementation process is likely to include calling for volunteers, requesting preferences, considering role change to accommodate shift preferences and considering family and caring responsibilities. If the company cannot allocate an employee based on preferences; allocation will be based on Employer operational requirements including skill and experience.

9. DISPUTES SETTLEMENT PROCEDURE

- **9.1.** In the event of a dispute arising under the agreement or regarding the NES, the following procedure will be initiated to resolve the matter:
 - **9.1.1.** The relevant employee(s) and their supervisor(s) will hold discussions to attempt to resolve the matter at the workplacelevel
 - **9.1.2.** If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and theirnominated representative, if any and more senior levels of management.
 - **9.1.3.** If the matter is unable to be resolved, it will be referred to the General Manager and if necessary the Managing Director, in writing, for discussion and appropriate resolution. The Employee may be assisted by a representative.
- **9.2.** If the matter cannot be resolved either party may refer it to the Fair Work Commission to attempt to deal with the dispute as it considers appropriate including by mediation, conciliation, expressing an opinion or making a recommendation.
- **9.3.** If the matter remains unresolved either party may request the Fair Work Commission arbitrate the matter. If the Fair Work Commission arbitrates the dispute, it may use the powers available to it under the Fair Work Act 2009.
- **9.4.** Whilst the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to theirhealth and safety.
- **9.5.** An Employee who is party to a dispute may appoint a representative at anystage of the process to assist in the resolution of the matter

10. CASUAL CONVERSION

- **10.1.** Offers and requests for casual employees to convert to full-time or part-time employment will be made in accordance with the NES. However, the following additional entitlement applies to Employees.
- **10.2.** A casual employee, other than an irregular casual employee, who has been engaged by the company for a period of six months, thereafter, has the right to elect to have their contract of employment converted to full-time or part-time employment

11. GRIEVANCE HANDLING PROCEDURE

- **11.1.** In the event of a dispute arising under the agreement or regarding the NES the following procedure will be initiated to resolve the matter:
 - **11.1.1.** An Employee will first refer any grievance to their immediate supervisor, who will try to resolve the matter expeditiously.
 - **11.1.2.** If the matter is not resolved, the supervisor will refer it to a higher level of management who will then discuss the matterwith the Employee. The Employee may be assisted by a representative.
 - **11.1.3.** If the matter is unable to be resolved, it will be referred to the General Manager and if necessary the People and Culture Partner, in writing, for discussion and appropriate resolution. The Employee may be assisted by a representative.
 - 11.1.4. If after a reasonable period the matter remains unresolved, it may be referred by either the Employee or the Employer, or a representative of the Employee or Employer's choice to the FairWork Commission for resolution by conciliation. In the event the matter cannot be settled by conciliation it may be referred to Fair Work Commission for arbitration. If the Fair Work Commission arbitrates the matter, it may use the powers available to it under the Fair Work Act 2009.
 - **11.1.5.** While this procedure is being followed the status quo will be maintained and work will continue as normal.
 - **11.1.6.** It is recognised that where problems relating to health and safety arise, they will require and receive immediate attention and decision. The procedures to be followed will be those prescribed in the Occupational Health and Safety (Issue Resolution) Regulations 1999 Section 4:- Terms and Conditions of Employment.
- **11.2.** An Employee may appoint a representative for the purposes of the procedures in this clause.

12. FLEXIBILITY

- **12.1.** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - **12.1.1.** the agreement deals with 1 or more of the following matters:
 - I. arrangements about when work is performed;
 - II. overtime rates;
 - III. penalty rates;
 - IV. allowances; and
 - V. leave loading;
 - **12.1.2.** the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph 12.1.1; and

- **12.1.3.** the arrangement is genuinely agreed to by the Employer and Employee.
- **12.2.** The Employer must ensure that the terms of the individual flexibility arrangement:
 - **12.2.1.** are about permitted matters under section 172 of the Fair WorkAct 2009; and
 - **12.2.2.** are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - **12.2.3.** result in the employee being better off overall than the employee would be if no arrangement was made.
- **12.3.** The Employer must ensure that the individual flexibility arrangement:
 - **12.3.1.** is in writing; and
 - **12.3.2.** includes the name of the Employer and Employee; and
 - **12.3.3.** is signed by the Employer and Employee and if the employee isunder 18 years of age, signed by a parent or guardian of the Employee; and
 - **12.3.4.** includes details of:
 - I. the terms of the enterprise agreement that will be varied by the arrangement; and
 - II. how the arrangement will vary the effect of the terms; and
 - III. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - **12.3.5.** states the day on which the arrangement commences.
- **12.4.** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- **12.5.** The Employer or Employee may terminate the individual flexibility arrangement:
 - **12.5.1.** by giving no more than 14 days written notice to the other partyto the arrangement; or
 - **12.5.2.** if the Employer and Employee agree in writing at any time.

13. WAGES

13.1. Employees covered by this Agreement will be paid the hourly rates of pay for ordinary hours worked by the employee set out in table 1. below effective from the date the agreement is ratified, employees will be backpaid to the 1 July 2024 and adjusted thereafter on 1 July 2025 and 1 July 2026 in accordance with the rates specified in table 1 below.

- **13.2.** All employees covered by this Agreement from the first full pay period after:
 - i. On date agreement is ratified, employees shall receive a 2.5% wage increase on current rate.
 - II. 1 July 2025 shall receive a further 4.5% wage increase.
 - III. 1 July 2026 shall receive a further 3.75% wage increase.

Table 1: Rate Increases

	Current SDC Rate	Percentage Increase	Percentage Increase	Percentage Increase
Levels	(as at 1/7/24)	From date of operation	1-Jul-25	1-Jul-26
		(2. 5%)	(4.5%)	(3.75%)
Level 1	\$23.46	\$24.05	\$25.13	\$26.07
Level 2	\$24.10	\$24.70	\$25.81	\$26.78
Level 3	\$24.98	\$25.60	\$26.76	\$27.76
Level 4	\$25.80	\$26.45	\$27.64	\$28.67
Level 5	\$27.17	\$27.85	\$29.10	\$30.19
Level 6 (T/L)	\$28.02	\$28.97	\$30.27	\$31.41

- 13.3 Rate of pay outlined in clauses 13.2 will be reviewed annually following the annual Fair Work Commission Wage decision to ensure compliance with Award minimum wages.
- 13.4 The Employer will communicate in writing to Employees and the Union any change to the normal hourly rates required by clauses 13.2,
- 13.5 Classification Level Descriptors for the purposes of this Agreement as at 1 July 2021 are included in Appendix B.

13.6 Classification Structure Update:

A review of the Classification structure was completed during the term of The Cake Syndicate Pty Ltd (trading as Susan Day Cakes) Enterprise Agreement 2018-2020 and Appendix B of this Agreement has been updated accordingly.

14. HOURS OF WORK

- 14.1 Ordinary hours of work for employees are provided for in the Award.
- 14.2 The current rostered hours for all permanent employees covered by this agreement are:
 - I. Dayshift 6.00am until 2.06pm
 - II. Afternoon shift 2.00pm until 10.06pm
 - III. Night Shift 10.00pm until 6.06am

15. INTERNAL VACANCIES

15.1. When a position within the Employer becomes available onsite, the Employer will endeavour to provide Employees the opportunity to apply for the position prior to seeking external candidates. This clause does not prevent the employer from appointing individuals to roles or seeking external candidates for vacancies as and when it is determined to be appropriate.

16. ALLOWANCES

16.1. Employees covered by this agreement and eligible for such allowances willbe paid in accordance with the Food, Beverage and Tobacco Manufacturing Award 2020.

17. ANNUAL LEAVE

- **17.1.** Annual leave is provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the Award or NES provisions.
- **17.2.** For the purposes of the National Employment Standards a shiftworker has the same meaning given to it under the Award.

17.3. CASHING OUT OF LEAVE

- An employee may elect to forego an entitlement to take an amount of annual leave credited to the Employee by way of written request to the Employer. Where such a request is made and approved by the Employer, the Employee will receive a payment in lieu of the amount of annual leave at a rate no less than the Employee's agreed rate of pay at the time the election is made.
- II. The maximum amount of annual leave the Employee can elect to forego during any 12-month period of employment is 2 weeks for full-time and pro- rate for part-time status. Cashing out can only occur as long as at least 4 weeks remains in the Employee's annual leave accrual.

18. PERSONAL/CARER'S LEAVE

- **18.1.** Personal/Carer's leave is provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the NES provisions.
- **18.2.** An Employee, other than a casual employee, is entitled to three (3) single day absences per year without a Medical Certificate, provided that a certificate will be produced either side of a weekend or public holiday.

19. COMPASSIONATE LEAVE

19.1. Compassionate leave shall be in accordance with the National Employment Standards.

20. PARENTAL LEAVE

20.1. Parental leave shall be in accordance with the National Employment Standards.

21. COMMUNITY SERVICE LEAVE

21.1. Community Service Leave shall be in accordance with the National Employment Standards.

22. LONG SERVICE LEAVE

22.1. Long Service leave shall be governed by the relevant legislation as amended from time to time.

23. UNION TRAINING LEAVE

- **23.1.** An employee nominated and accredited by the union shall be entitled to leave with pay to attend approved union training for a total of five (5) days in the first 12 months after their election/appointment.
- **23.2.** An employee accredited by the union is entitled to leave with pay to attend union training for three (3) days every 12 months thereafter.
 - This leave is non-cumulative and dependent on the receipt of four weeks' notice in writing from the relevant union of the date and location of the training.
- **23.3.** Union delegates will be allowed reasonable paid time to conduct legitimate on-site Union business with workers including collection of information from workers. Union delegates shall have reasonable access to a telephone, fax machine and photocopier. Delegates shall also be provided paid time to conduct induction with new employees. Such time will be provided during the employer's induction.

24. NON-ATTENDANCE/ABSENCE FROM DUTY

- **24.1.** Abandonment of employment arises in circumstances where an Employee: is absent from the workplace without providing the Employer with a
 - I. reasonable excuse for the absence; or
 - II. for an unreasonable period of time; or
 - III. the Employee has not communicated to the Employer any reason for the absence.
- **24.2.** The Employer will make genuine attempts to contact the Employee to ascertain the reason(s) for their absence from the workplace, using telephone, mobile phone and email.
- **24.3.** All attempts by the Employer to contact the Employee will be documented.
- **24.4.** Where the employer is able to make contact with the Employee, the Employee will provide the following information to the Employer:
- **24.5.** If the absence is due to a medical condition, appropriate evidence, eg a medical certificate, supporting the absence and the dates of absence;
- **24.6.** If the reason is not due to a medical condition, a valid explanation for the Employee's absence from the workplace or an indication of the Employee's intention regarding their ongoing employment status with the Employer.
- **24.7.** Where an Employee provides the Employer with a reason for their absence from the

workplace, and the Employer does not consider the Employee's explanation to be a valid one, the matter will be treated as a disciplinary matter in accordance with the Employer's disciplinary procedure.

- **24.8.** Where the Employer's attempts to contact the Employee verbally and via email have been unsuccessful, the Employer will send a letter by registered post to the Employee to their last known postal address. This letter will:
 - i. set out all attempts the Employer has made to contact the Employee (including dates and details of messages, emails, SMSs, letters and any other contact methods); and
 - ii. request the Employee to provide the Employer with a valid explanation for the Employee's absence from the workplace or an indication of the Employee's intention regarding their ongoing employment status with the Employer.
- **24.9.** Where the Employee fails to respond to the Employer's letter pursuant to clause 24.6, the Employer will send another letter by registered post to the Employee to their last known postal address, setting. This letter will:
 - set out all attempts the Employer has made to contact the Employee (including dates and details of messages, emails, SMSs, letters and any other contact methods); and
 - notify the Employee that if by a specified date, that must be at least within 7 days of receiving the letter, no contact by the Employee with the Employer is made, or a valid reason for the Employee's absence from the workplace is not provided to the Employer, the Employer will be allowed to deem the Employee has abandoned their employment with the Employer: and
 - III. Notify the Employee that the Employer will consider the Employee has abandoned their employment and for this reason will terminate their employment with the Employer.
- **24.10.** If the Employee fails to respond to the Employer's letter under clause 24.7 or does not provide a reasonable excuse for the Employee's absence, the Employer will send a final letter to the Employee notifying the Employee that the Employer has deemed the Employee has abandoned their employment with the Employer and therefore their employment has been terminated. The termination will be effective from the date of the final letter to the Employee.
- **24.11.** The Employer will pay the Employee any outstanding entitlements upon termination of Employment. This includes without limitation any applicable accrued annual leave or long service leave.

25. REDUNDANCY

25.1. Redundancy conditions are provided for in the NES.

26. OCCUPATIONAL HEALTH AND SAFETY

26.1. Employees are required to wear personal protective equipment as is necessary or appropriate in performing required duties as determined by Employer's policy and procedures. Failure to wear such equipment will automatically be regarded as a refusal to work as directed; except insofar as the production of an appropriate medical certificate prohibiting the wearing of such equipment will be regarded as a

lawful excuse, and provided that the employer is still able to meet legal employment and public health obligations.

- **26.2.** The Employee must advise the Employer of any change in his or her capacity, physical or psychological, to work safely and without risk to health, including but not limited to any injury, illness or medication he or she is taking (prescribed or otherwise) which may affect the performance of their normal duties.
- **26.3.** Employees are required to wear safety footwear approved by the Employer and set out in the Employer's quality and safety requirements and policies as amended from time to time.

26.4. FOOTWEAR ALLOWANCE

The Employer, in accordance with the Employer's quality and safety requirements and policies as amended from time to time, will reimburse Employees for a purchase of safety footwear required pursuant to clause 26.3 up to a maximum amount of \$120 every 12 months.

27. MEAL BREAKS

- **27.1.** Meal breaks are provided for in the Award. This clause supplements or deals with matters incidental to the Award.
- 27.2. During their ordinary hours of work Employees shall be allowed a break of ten (10) minutes in the morning and ten (10) minutes in the afternoon at a time to be arranged between the Employer and the Employee, and such time is to be counted as time worked. Such breaks will not be allowed within thirty (30) minutes of commencing or thirty (30) minutes of finishing work for the day or one hour before or after the meal break unless agreed by the Employer.

28. SUPERANNUATION

- **28.1.** The Employer shall contribute, on behalf of the Employee, superannuation in accordance with the Superannuation Guarantee.
- **28.2.** Employees will have the ability to nominate their choice of superannuation product or fund, including "Australian Super", for superannuation contributions made by the Employer.
- **28.3.** The default superannuation fund is the "Susan Day Cakes Staff Superannuation Plan.

29. SAVINGS PROVISIONS

29.1. Where custom and practice provided for an entitlement or workplace practice greater than those contained in this Agreement or the Award at the date of approval, that entitlement or workplace practice shall continue to apply to those employees as if contained in this Agreement until such time as the agreement surpasses the entitlement or practice.

30. TRAINING AND COMPETENCE

30.1. The Employer shall, where possible, provide ongoing training to the Employee. The Employee will willingly participate in training. Where the Employee is directed by the Employer to undertake training, the Employee shall be paid at the Employee's rate of pay consistent with the position they are employed in at the time and not at a higher rate of pay. The mixed functions clause shall not apply to payments relating to the completion of training.

31. PROBATION

31.1. The first (6) six months of the Employee's employment with the Employershall be probationary. During the probationary period, either the Employer or Employee may terminate the employment relationship by giving at least one week's notice of their intention to terminate, or by payment in lieu, at the option of the Employer.

32. RETURN OF THE EMPLOYER'S PROPERTY

32.1. Within 24 hours of the termination of employment, the Employee must deliver up to the Employer any property or thing to which the Employer has an entitlement to possession, namely all documents relating to the business, such documents comprising any form of information storage including financial records customer lists and computer software in his/her possession or control which relate to the business. The Employee must not retain a copy of any documents referred to in this clause.

33. HEAT POLICY

- **33.1.** It is recognised that during summer periods, heat within the factory can affect Employees and product quality if not controlled. Working in hot conditions can lead to heat stress and supervisors must take extra precautions to protect the health of everyone.
- **33.2.** All cooling and air conditioning systems will be serviced prior to, and maintained throughout, summer.
- **33.3.** Workplace temperature will be monitored to ensure that task rotation provides periods of lighter duties and cooler locations. The health of the individual (age can be a factor) will be considered and suitable tasks or extra rest periods will be provided.
- **33.4.** Cool drinking water will be provided to all employees, who may take short drink breaks, without leaving the factory floor, at the closet drink fountain, with the permission of the Operator or Group Leader. No reasonable request for permission will be refused.
- **33.5.** The Employer will monitor the temperature within the factory. If the temperature within the factory exceeds 35 degrees Celsius, as observed by the Supervisors and Health and Safety Representatives, then staff will add an extra 5 minutes on to their next and subsequent breaks.

34. WORKPLACE CONSULTATIVE COMMITTEE

34.1. During the life of this Agreement, Workplace Consultative Committee meetings will be held on a quarterly basis.

35. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

- **35.1.** The Employer recognises the Union delegate who is elected by the Employees as the onsite representatives of the Unions (Union Delegate).
- **35.2.** The Union Delegate will be given adequate paid time to meet with new Employees for the purposes of introducing and explaining this Agreement and Union matters.
- **35.3.** Appropriate facilities will be provided to Union Delegate to carry out duties in support of Employees.

36. UNION FEES

Where the Employee authorises the Employer to make payroll deductions for United Workers Union (UWU) membership fees, from their salary or wages, the Employer will deduct fees.

37. CLOSE DOWN

- **37.1.** Notwithstanding section 88 of the Fair Work Act 2009 (Cth), and section 25.11 of the Award, the Employer may close down the enterprise or part of it for up to 4 separate periods in a year allowing annual leave to all or the majority of the employees in the enterprise or part concerned provided that:
 - the combined total of all close down periods in any year will equal no more than 13 days (excluding public holidays and days outside employees' ordinary hours or rostered days of work);
 - ii. One of the close down periods will be a minimum of four days' break over the Christmas period (excluding public holidays and days outside an employee's ordinary hours or rostered days of work), to allow employees to take paid or unpaid leave (whichever if applicable) between Christmas and the New Year.
 - iii. the employer gives employees 4 weeks' notice of intention to do so;
 - iv. an employee who has accrued sufficient paid leave to cover the period of the close-down, is allowed paid leave at the appropriate wage.
 - v. an employee who has not accrued sufficient paid leave to cover part or all of the close-down period, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
 - vi. any leave taken by an employee as a result of a close-down pursuant to this clause 37. also counts as service by the employee with the employer; and
 - vii. the balance of any annual leave may be taken by an employee in accordance with clause 17. of this Agreement.

38. SIGNATURES TO THE AGREEMENT

Signed for an on behalf of The Cake Syndicate Pty Ltd (trading as Susan Day Cakes)

Name	Darren Day
Position	Operations Manager
Address	213-215 Princes Hwy Hallam VIC 3803
Signature:	020_
Date:	3/9/24
Authorisation: I am a Agreement.	uthorised by the Employer as part of my duties to sign the

Signed for an on behalf of United Workers Union

Name	Mel Gatfield	
Position	Director - United Workers Union	
Address	833 Bourke Street, Docklands VIC	
Signature:	Mayerd	
Date:	12/09/2024	
Authorisation: I am Workers Union.	authorised to sign the Agreement under the rules of the United	

APPENDIX A.

FOOD, BEVERAGE AND TOBACCO MANUFACTURING AWARD 2020

APPENDIX B. CLASSIFICATION

LEVEL DESCRIPTORS

CLASSIFICATION LEVEL DESCRIPTORS

Level 1

Definition

A new employee during 3-month induction period with no or minimal industry experience.

Skills/Duties

- An employee within the first 3 (three) months of duty shall undertake induction training for any task associated with the operation of a bakery (including distribution)
 - This may involve training in more than one specific area depending on the employee's application to that/these tasks.
 - Undertakes on or off the job training so as to enable him/her to progress to higher levels
- Exercises minimal judgement and works under supervision.
- Training for new entrants will be determined in accordance with the needs of the enterprise but shall involve instruction aimed at assisting the trainees to achieve the range of competencies required at skill level.
- Work collaboratively in a team environment
- Adhere to quality and safety standards and guidelines.

Indicative of the tasks/responsibilities of an entry level operative are:

- Assembly and packing of items;
- General housekeeping duties;
- Complete paperwork as trained appropriate to level.

Level 2

Definition

An employee working at this level works under direct supervision and undertakes a range of tasks and works within established routines, methods, and procedures.

Staff able to meet one of the following.

- 1. Packing staff with responsibility for baseline tasks
- 2. Mixing, decorating, depositing staff during training period until assessed as competent (minimum 6 months)

Points of Entry

Baking Industry experience with proven and demonstrated skills to the level required of this level including as appropriate, industry certification.

Skills/Duties

- Responsible for the quality of his/her own work under supervision.
- Work in a team environment and/or under supervision.
- Undertake duties in a safe and responsible manner.
- Operation of all appropriate materials handling equipment and trained to operate machinery and equipment required to perform at this level.
- Undertaking duties consistent with quality/hygiene standard
- Assists in on the job ("buddy") training
- Provide input into site improvement initiatives Actively report Quality and Safety issues.

Indicative of the tasks/responsibilities which an employee at this level may perform are the following;

- 1. Operating one of mixing, depositing, decorating
- 2. Manual Packing and stacking of pallets
- 3. Operates auxiliary equipment which may include, but not limited to, carton sealers, taping machines, etc.
- 4. Applies labels and checking printed codes on packet and carton
- 5. Loading and unloading trays into/out of the oven

- 6. Transferring product Raw, WIP, Finished
- 7. Preparation of ingredients for baking, including but not limited to soaking fruit.
- 8. Maintaining a clean and safe environment by performing "cleaning as you go" duties
- 9. Completion of paperwork in line with site policies.
- 10. General Duties e.g.,, housekeeping, cleaning, and keeping the area tidy.

Level 3

Definition

An employee working at this level works under routine supervision and undertakes a range of duties and has all the appropriate skills of Level 3.

Staff able to meet one of the following;

- 1. Operators able to perform either:
 - 3 mixing tasks on sperate lines
 - 3 depositing tasks
 - 2 decorating tasks
 - Or 4 out of the above combined tasks

Operators able to run

- Schubert operating and packing line only
- Or 3 packing line
- Or 2 packing lines + cake decorating & packing
- 2. Warehouse staff Inwards Goods or Despatch

Points of Entry

Baking Industry or SDC Level 2 and proven and demonstrated skills to the level required of this level including as appropriate, industry certification.

Skills/Duties

- Responsible for the quality of his/her own work under supervision.
- Work in a team environment and/or under supervision.
- Undertake duties in accordance with safety procedures and aligned with quality standards.
- Operation of all appropriate materials handling equipment and trained to operate machinery and equipment required to perform at this level.
- Undertaking duties consistent with quality/hygiene standards.
- Assists in on the job ("buddy") training.
- Provides improvement suggestions and participates in site improvement projects

Indicative of the tasks which an employee at this level may perform are the following:

- 1. Operation of two of; mixing, depositing, baking, decorating, packing/wrapping machine on three lines
- 2. Responsible for setting up ancillary equipment, e.g., date coding both film and cartons, etc.
- 3. Warehouse Operator (ii) performing receiving or dispatch functions which require knowledge of complex stores/warehouse systems operating equipment which requires a statutory license.
- 4. Completion of all documentation relating to operation tasks (see (1) above) Specialised Cleaning tasks (outside routine production cleaning tasks)
- 5. Any tasks as specified for Level 2

Level 4

Definition

An employee working at this level works under general supervision, undertakes a range of duties, and has all the appropriate skills of Level 4.

Staff able to meet one of the following.

- 1. Operators able to perform either:
 - a. 4 mixing tasks on sperate lines

- b. 4 depositing tasks
- c. 3 decorating tasks
- d. Or 5 out of the above combined tasks
- 2. Operators able to run
 - a. Schubert packing line + 2 other packing lines
 - b. Or 4 packing line (includes Singulation)
 - **c.** Or 3 packing lines + cake decorating & packing
- 3. Warehouse staff multi-skilled across all functions of store/warehouse and despatch

Points of Entry

Baking Industry experience or SDC Level 3 and proven and demonstrated skills to the level required of this level including as appropriate, industry certification.

Skills/Duties

- Able to perform key tasks in operating machinery (set up, operate, fault find and shut down).
- Capable of performing basic maintenance work, of a simple nature after appropriate training.
- Responsible for quality of his/her own work.
- May be required to record detailed information and recommend improvements to production and or quality.
- Able to perform the range of tasks in multiple functional areas (mixing, depositing, baking, decorating packaging).
- Undertaking duties consistent with quality/hygiene standards.
- Assists with on the job ("buddy") training.
- Provides improvement suggestions and participates in and where appropriate, leads site improvement projects

Indicative of the tasks/responsibilities which an employee at this level may perform are the following:

- 1. Operation of more than two of; mixing, depositing, baking, decorating on four lines OR packing/wrapping machine on four lines OR
- 2. Warehouse Operator (iii) Multi skilled across all functional areas of store/ warehouse and required to coordinate key activities and perform administrative tasks.
- 3. Completion of all documentation relating to operation tasks (see (1) above)
- 4. Any tasks as specified for Level 3

Level 5

Definition

An employee working at this level undertakes a specialist function involving responsibility and accountability to the enterprise.

Staff able to meet one of the following;

- 1. Operators able to perform more than two of mixing, depositing, baking and decorating on all lines and ability to back-fill Team Leader
- 2. Operators able to run Packing/Flow-wrapping machines on all lines and ability to back-fill Team Leader

Points of Entry

Baking Industry or SDC Level 4 with proven and demonstrated skills to the standard required of this level including as appropriate, industry certification

Skills/Duties

- Able to co-ordinate work in a team environment under minimum supervision.
- Possess sound interpersonal and communication skills.
- Responsible for quality of own work and others as required by the business.
- Has sound working knowledge of the range of duties performed at all levels below this level and exercises discretion within the scope of the level.
- Provide guidance to other employees including the ability to assist in the provision of on the job training and induction.
- Able to demonstrate sophisticated decorating techniques.

- Undertaking duties consistent with hygiene standards.
- Assists with on the job ("buddy") training
- Identifies improvement opportunities and actively participates in implementing improvement solutions, including leading site improvement projects

Indicative of the tasks which an employee at this level may perform are the following:

- 1. Multi skilled operator across all functional areas
- 2. Indicative of the tasks/responsibilities which an employee at this level may perform are the following:
- 3. Operation of more than two of; mixing, depositing, baking, decorating on all lines OR packing/wrapping machine on all lines OR
- 4. Warehouse Operator (iii) Multi skilled across all functional areas of store/ warehouse and required to coordinate key activities and perform administrative tasks.
- 5. Completion of all documentation relating to operation tasks (see (1) above)
- 6. Any tasks as specified for Level 4

Level 6

Definition

An employee working this level undertakes backup Team Leader functions, as required, involving responsibility and accountability to the enterprise and for production employees from Level 1 - Level 5.

Points of Entry

Baking Industry Employee Level 5 with proven and demonstrated skills to the standard required of this level, including ability to Lead Teams.

Skills/Duties

- Able to co-ordinate work in a team environment under minimum supervision.
- Able to direct work of other employees in the production area
- Possess sound interpersonal and communication skills.
- Responsible for quality of own work and others as required by the enterprise.
- Has sound working knowledge of the range of duties performed at all levels below this level and exercises discretion within the scope of the level.
- Provide leadership, supervision and guidance to other employees including the ability to assist in the provision of on the job training and induction.
- Undertaking duties consistent with hygiene standards and leading/directing production employees to undertake duties consistent with hygiene standards
- Ability to communicate, verbal and written to team members and management
- Ability to use Production Systems (eg., SAP)
- Leads site improvement initiatives, including analysis of data and implementation of agreed solutions

Indicative of the tasks which an employee at this level may perform are the following:

- 1. Multi skilled operator across all functional areas
- 2. Supervision of production operators or Warehouse/Despatch employees
- 3. Communication of business updates to their teams
- 4. Perform problem solving & root cause analyses
- 5. Effective management of labour in line with agreed standards
- 6. Deliver required training to teams
- 7. Complete and/or verify Production records