
**ASSETLINK VILLAGE SERVICES
WESTERN AUSTRALIA
ENTERPRISE AGREEMENT 2024**

1.0 TITLE

This Agreement is known as the Assetlink Village Services Western Australia Enterprise Agreement 2024 (**Agreement**).

2.0 APPLICATION, SCOPE AND INCORPORATION OF AWARD

2.1 This Agreement applies to, and binds:

2.1.1 Assetlink Services (25) Pty Ltd (**Company**); and

2.1.2 Employees of the Company employed in the classifications contained in the Hospitality Industry (General) Award 2020 (**Award**) that fall within the scope of clause 5.1 of this Agreement when performing work associated with, and/or preparatory to, hospitality services including, but not limited to catering, cleaning, security, gardening, maintenance and clerical activities within Western Australia within a 20 km radius of the location 65 km due south of Port Hedland (**Employees**).

2.2 The provisions of the Hospitality Industry (General) Award 2020 are hereby incorporated into this Agreement.

3.0 PERIOD OF OPERATION

3.1 This Agreement commences operation on the seventh day after it is approved by the Fair Work Commission (**FWC**).

3.2 The nominal expiry date of this Agreement is four years after the date of approval by the FWC.

3.3 This Agreement continues to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the Fair Work Act 2009 (**FW Act**).

4.0 TEMPORARY EMPLOYEES

4.1 In addition to the types of employment provided for under the Award, Employees, other than casual Employees, may also be engaged on one of the following bases:

4.1.1 for a specified period of time;

4.1.2 for specified task; or

4.1.3 for the duration of a specified season.

4.2 An Employee engaged for a specified period of time is a full-time or part-time Employee whose contract of employment is limited to a defined period of time specified in writing at the time the Employee is engaged. The specified period of time employment will end automatically when the specified period of time reaches its nominated expiry date and the Employee will not be entitled to notice on termination.

4.3 An Employee engaged for a specified task is a full-time or part-time Employee whose contract of employment is limited to the completion of a specified task specified in writing at the time the Employee is engaged. The specified task employment will end automatically when the specified task reaches its conclusion and the Employee will not be entitled to notice on termination.

- 4.4 An Employee engaged for the duration of a specified season is a full-time or part-time Employee whose contract of employment is limited to the duration of a defined season specified in writing at the time the Employee is engaged. The specified season employment will end automatically when the specified season ends and the Employee will not be entitled to notice on termination.

5.0 MODERN AWARD

- 5.1 For Employees who would otherwise, but for the operation of this Agreement, be covered by the Award, all the terms and conditions of the Award will apply to the relevant Employees according to the work being performed, save that the rates of pay applicable to the Employees must be at least 1% higher than those in the Award at all times during the life of this Agreement.
- 5.2 All rates of pay will be escalated in line with the National Wage Determination such escalation to take effect on 1 July each year provided however that the rates of pay will be further escalated on 1 July each year to ensure that each employee is always 1% above the Award rate at all times.
- 5.3 Should there be any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Award, the terms and conditions of this Agreement will prevail to the extent of the inconsistency.

6.0 ALLOWANCES

Employees covered by this Agreement must be paid all allowances as would be applicable to the Employees under the Award.

7.0 TOTAL HOURLY RATE OF PAY

- 7.1 Compensation for the applicable base hourly rate of pay for all ordinary and additional hours worked (and any applicable allowances, overtime payments, penalty payments and loadings payable under the Award) may be given by payment of a higher composite total hourly rate of pay over a given period (**Total Hourly Rate of Pay**).
- 7.2 Where a Total Hourly Rate of Pay is paid, the Company will advise the Employee in writing of the rate that is payable and which Award provisions will be satisfied by payment of the Total Hourly Rate of Pay. The Total Hourly Rate of Pay will be reviewed at regular intervals to ensure that the Employee concerned is always Better Off Overall when measured against the Award.
- 7.3 The Total Hourly Rate of Pay multiplied across all hours for a period of work in which it is paid must be no less than the amount the Employee would have been earned had the Employee been paid pursuant to the Award plus 1%.

8.0 ANNUAL SALARY

- 8.1 The Company may pay an Employee an annual salary in satisfaction of any or all of the amounts payable pursuant to this Agreement. Where an annual salary is paid, the Company will advise the Employee in writing of the annual salary that is payable and which Award provisions will be satisfied by payment of the annual salary.
- 8.2 The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked) i.e. the Employee's Annual Salary must be at least the

equivalent of what the Employee would have earned had the Employee been paid pursuant to the Award plus 1%.

- 8.3 The annual salary hourly rate shall be determined by dividing the annual salary by the notional hours worked in accordance with a designated course of a roster over the year during which the work will be performed.
- 8.4 The annual salary will be reviewed annually to ensure that the compensation is appropriate having regard to the provisions of this Agreement.

9.0 DISPUTE SETTLEMENT PROCEDURE

- 9.1 If a dispute relates to:
 - 9.1.1 a matter arising under the agreement; or
 - 9.1.2 the National Employment Standards;this term sets out procedures to settle the dispute.
- 9.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3 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 relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 9.5 The FWC may deal with the dispute in 2 stages:
 - 9.5.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 9.5.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - 9.5.2.1 arbitrate the dispute; and
 - 9.5.2.2 make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the FWC makes 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.
- 9.6 While the parties are trying to resolve the dispute using the procedures in this term:
 - 9.6.1 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
 - 9.6.2 an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - 9.6.2.1 the work is not safe; or
 - 9.6.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or

- 9.6.2.3 the work is not appropriate for the Employee to perform; or
 - 9.6.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

10.0 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 10.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the agreement if:
- 10.1.1 the IFA deals with 1 or more of the following matters:
 - 10.1.1.1 arrangements about when work is performed;
 - 10.1.1.2 overtime rates;
 - 10.1.1.3 penalty rates;
 - 10.1.1.4 allowances;
 - 10.1.1.5 leave loading; and
 - 10.1.2 the IFA meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph 10.1.1; and
 - 10.1.3 the IFA is genuinely agreed to by the Company and the Employee.
- 10.2 The Company must ensure that the terms of the IFA:
- 10.2.1 are about permitted matters under section 172 of the FW Act; and
 - 10.2.2 are not unlawful terms under section 194 of the FW Act; and
 - 10.2.3 result in the Employee being better off overall than the Employee would be if no IFA was made.
- 10.3 The Company must ensure that the IFA:
- 10.3.1 is in writing; and
 - 10.3.2 includes the name of the Company and the Employee; and
 - 10.3.3 is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 10.3.4 includes details of:
 - 10.3.4.1 the terms of this Agreement that will be varied by the IFA; and
 - 10.3.4.2 how the IFA will vary the effect of the terms; and
 - 10.3.4.3 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 IFA; and
 - 10.3.5 states the day on which the IFA commences.
- 10.4 The Company must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 10.5 The Company or the Employee may terminate the IFA:

- 10.5.1 by giving no more than 28 days written notice to the other party to the IFA; or
- 10.5.2 if the Company and the Employee agree in writing – at any time.

11.0 CONSULTATION

- 11.1 This term applies if the Company:
 - 11.1.1 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
 - 11.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 11.2 For a major change referred to in paragraph 11.1.1:
 - 11.2.1 the Company must notify the relevant Employees of the decision to introduce the major change; and
 - 11.2.2 subclauses 11.3 to 11.9 apply.
- 11.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.4 If:
 - 11.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 11.4.2 the Employee or Employees advise the Company of the identity of the representative;the Company must recognise the representative.
- 11.5 As soon as practicable after making its decision, the Company must:
 - 11.5.1 discuss with the relevant Employees:
 - 11.5.1.1 the introduction of the change; and
 - 11.5.1.2 the effect the change is likely to have on the Employees; and
 - 11.5.1.3 measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 11.5.2 for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - 11.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 11.5.2.2 information about the expected effects of the change on the Employees; and
 - 11.5.2.3 any other matters likely to affect the Employees.
- 11.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 11.8 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 Company, the requirements set out in paragraph 11.2.1 and subclauses 11.3 and 11.5 are taken not to apply.
- 11.9 In this term, a major change *is likely to have a significant effect on Employees* if it results in:
- 11.9.1 the termination of the employment of Employees; or
 - 11.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - 11.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 11.9.4 the alteration of hours of work; or
 - 11.9.5 the need to retrain Employees; or
 - 11.9.6 the need to relocate Employees to another workplace; or
 - 11.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 11.10 For a change referred to in paragraph 11.1.2:
- 11.10.1 the Company must notify the relevant Employees of the proposed change; and
 - 11.10.2 subclauses 11.11 to 11.15 apply.
- 11.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.12 If:
- 11.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 11.12.2 the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 11.13 As soon as practicable after proposing to introduce the change, the Company must:
- 11.13.1 discuss with the relevant Employees the introduction of the change; and
 - 11.13.2 for the purposes of the discussion – provide to the relevant Employees:
 - 11.13.2.1 all relevant information about the change, including the nature of the change; and
 - 11.13.2.2 information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - 11.13.2.3 information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 11.13.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 11.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 11.16 In this term *relevant Employees* means the Employees who may be affected by a change referred to in subclause 11.1.

12.0 SIGNATORIES

For the Company

Signed for and on behalf of Assetlink Services (25) Pty Ltd.

Signature on behalf of the Company	Full name
Position/Authority to Sign	Address
Date	
Witness Signature	Witness Full Name
Address	Date

For Employees

Signed on behalf of the Employees of Assetlink Services (25) Pty Ltd.

Signature	Full name
Position/Authority to Sign	Address
Date	
Witness Signature	Witness Full Name
Address	Date