

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Application No. AG 4 OF 2023

APPLICATION FOR A NEW AGREEMENT TITLED “CITY OF KALGOORLIE-BOULDER UNION COLLECTIVE WORKPLACE ENTERPRISE AGREEMENT 2022”

NOTICE is given that an application has been made to the Commission by the *Western Australian Municipal, Administrative, Clerical And Services Union Of Employees* under the *Industrial Relations Act 1979* for the registration of the above Agreement.

As far as relevant, those parts of the proposed Agreement which relate to area of operation and scope are published hereunder.

1. TITLE

- 1.1 This Agreement shall be known as the *City of Kalgoorlie-Boulder Union Collective Workplace Enterprise Agreement 2022 (2022 Agreement)* and wholly replaces:
 - 1.1.1 The *City of Kalgoorlie-Boulder Collective Workplace Enterprise Agreement for Salaried Officers 2016 (2016 Inside Agreement)*;
 - 1.1.2 The *City of Kalgoorlie-Boulder Union Collective Workplace Agreement for the Goldfields Oasis, the Kalgoorlie Golf Course Administration and the Goldfields Arts Centre Staff 2017 (2017 Inside Agreement)*; and
 - 1.1.3 The *City of Kalgoorlie-Boulder Union Collective Workplace Agreement for Depot and Kalgoorlie Golf Course Field Staff 2021 (2021 Outside Agreement)*.
- 1.2 For the avoidance of doubt, this Agreement also replaces the *City of Kalgoorlie-Boulder Union Collective Workplace Agreement for Salaried Officers, Goldfields Oasis, the Kalgoorlie Gold Course Administration, and the Goldfields Arts Centre Staff 2021* which is an unregistered agreement that the parties made with one another by exchange of letters.

4. PARTIES BOUND AND COVERAGE

- 4.1 The Parties to this Agreement shall be:
 - 4.1.1 The City of Kalgoorlie-Boulder, 577 Hannan Street, Kalgoorlie, WA, 6430.
 - 4.1.2 The Western Australian Municipal, Administrative, Clerical and Services Union of Employees, 102 East Parade, East Perth, WA, 6004.
- 4.2 Employees Bound
 - 4.2.1 All Employees (except CEO, Executive Managers and Directors) employed by the Employer, who are employed in any classifications, callings or occupations, are covered by the scope of this Agreement and will be bound by its terms.
 - 4.2.2 The conditions of this Agreement apply to Employees, Apprentices, Trainees, cadets and Employees on a supported wage.
 - 4.2.3 The estimated number of Employees covered by this Agreement is 350.
- 4.3 The Parties to this Agreement agree that:
 - 4.3.1. It is their intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination, bullying, racial and sexual harassment at the workplace; and

- 4.3.2 Nothing in these provisions allows any treatment that would otherwise be prohibited by antidiscrimination provisions in applicable Commonwealth, State or Territory legislation.
- 4.4 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- 4.5 This Agreement excludes the *Municipal Employees (Western Australia) Award 2021*, the *Local Government Officers' (Western Australia) Award 2021* and any other award made under the Act that otherwise extends to and binds the Employees and Employer to whom this Agreement applies.
- Other than statutory entitlements such as those contained in the MCE, this Agreement is intended to set out all of the Employees' terms and conditions of employment.
- To the extent that an Award provides for an entitlement that is different to or not otherwise referred to in this Agreement (including where this Agreement is silent on a matter provided for in an Award), any such Award entitlement will be inconsistent with this Agreement and this Agreement shall prevail.
- 4.6 Unless otherwise expressly stipulated by this Agreement or specified in any subsequent variation, no existing Employees shall be reduced in status or position, nor have their rate of pay reduced or any conditions of employment adversely affected merely as a consequence of making this Agreement.
- 4.7 This Agreement operates in conjunction with the MCE. Certain provisions of this Agreement may supplement the MCE, but nothing in this Agreement will operate such as to provide a detrimental outcome for Employees as compared to an entitlement under the MCE.
- 4.8 Parties agree that for the life of this Agreement, no extra claims will be made in relation to matters covered by this Agreement. The Employer may choose to apply additional benefits to Employees, but no claims will be made by Employees or their representatives.

A copy of the proposed Agreement may be inspected at my office at 111 St. Georges Terrace, Perth.

S. BASTIAN
REGISTRAR

27 MARCH 2023