

# WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Application No. AG 21 OF 2021

## APPLICATION FOR A NEW AGREEMENT TITLED “CITY OF KARRATHA ENTERPRISE AGREEMENT 2021”

NOTICE is given that an application has been made to the Commission by the *Western Australian Municipal Administrative, Clerical And Services Union Of Employees* and *City Of Karratha* 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, AREA AND TERM**

- 1.1 This Agreement shall be known as the *City of Karratha Enterprise Agreement 2021*.
- 1.2 This Agreement applies in the State of Western Australia.
- 1.3 This Agreement will commence operation on the day of registration by the WA Industrial Relations Commission.
- 1.4 The Agreement will reach its nominal expiry date on 25 August 2023.
- 1.5 This Agreement shall continue to operate beyond the nominal expiry date and apply to employees beyond the nominal expiry date until a replacement enterprise agreement is made or this Agreement is terminated in accordance with the Industrial Relations Act 1979 (WA).
- 1.6 The initiation of bargaining for a replacement Agreement will be consistent with s42(5) of the Industrial Relations Act 1979 (WA).
- 1.7 The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties, and subject to approval by the Commission at any time during its operation

### **2. PARTIES BOUND**

2. The parties to this Agreement are:
  - 2.1.1 the City of Karratha (the City);
  - 2.1.2 the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU).

### **3. COVERAGE**

- 3.1 This Agreement extends to and binds all employees of the City who are:
  - 3.1.1 members of, or eligible to be members of WASU; and
  - 3.1.2 employed under a classification referred to in clause 14.
- 3.2 At the time this Agreement was made the number of employees to be covered by the Agreement terms and conditions is approximately 465.

### **3. CLASSIFICATION**

- 14.1 Positions will be classified according to the relevant level definitions provided in the relevant Award.
- 14.2 Classifications are based on position responsibilities and the required knowledge, skills, and experience. Position descriptions shall be the primary source of information used in classifying positions.
- 14.3 An Employee or Manager may make a written request to their Director for a position reclassification at any time where there has been significant change to a position description

since the last review of that position. Reclassifications will only be conducted if the request contains a reviewed, accurate and authorised (by all parties concerned) position description.

- 14.4 The grounds for which a request for a reclassification may be made are as follows (having regard to the level definitions contained in the classification schedules):
  - 14.4.1 significant and identifiable changes in the nature and work value of the duties performed;
  - 14.4.2 significant increase in responsibilities; or
  - 14.4.3 significant change in the skills, knowledge and experience required to undertake the duties.
- 14.5 Reclassification assessments will be performed by Human Resources within four (4) weeks of receipt of the request, with recommendations put in writing to the Employee's Director and then to the CEO for approval.
- 14.6 Should an Employee be successful in their position being reclassified, the date of effect shall be the lodgement date of the request in accordance with clause.
- 14.7 The Employee will receive written notification of the outcome of their request.
- 14.8 Increments may be awarded based on skills and performance as part of the Annual Performance and Development Review process.

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

S. BASTIAN  
REGISTRAR

8 December 2021