

AUSTRALIAN SERVICES UNION

LOCAL GOVERNMENT & ENERGY DELEGATES CONFERENCE 2020

EBA MODEL CLAUSE - GENDER EQUALITY

1. The provisions of this Agreement are to be interpreted consistently with the gender pay equality principles defined in section 6 of the Gender Equality Act 2020 (Vic).
2. **Meaning of 'pay'**
In this clause, 'pay' refers to remuneration including but not limited to salary, bonuses, overtime payments, allowances, and superannuation.
3. **Commitment to collaborative approach to achieving gender pay equality**
 - a. The Employer will work collaboratively and consult with Employees and the Unions to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination across Council.
 - b. The Employer will consult with the parties to this Agreement when undertaking gender impact assessments when developing or reviewing any policy of, or program or service provided by, the Employer that has a direct and significant impact on the parties.
4. **Gender Equality Action Plans**
 - a. The Employer will consult with the parties to this Agreement in the preparation of Gender Equality Action Plans under the Gender Equality Act 2020 (Vic).
 - b. For the purposes of this clause, 'preparation' refers to all stages leading up to the publication and submission of Gender Equality Action Plans to the Commissioner including the workplace gender audit.
5. **Claims relating to systemic gender equality issues**
A systemic gender equality issue means an issue of a systemic nature within Council and adversely affects a class or group of employees relating to:
 - a. Gender composition of any or all workforce levels; or
 - b. The gender composition of governing bodies; or
 - c. Equal remuneration for work of equal or comparable value; or
 - d. Sexual harassment in the workplace; or
 - e. Recruitment and promotion practices; or
 - f. Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or
 - g. Gendered workplace segregation.

6. Claims process

- a. The Union and/or a class or group of Employees (Claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (Claim) in accordance with this clause.
- b. A Claim or Claims under this clause must be made in writing to the Employer/s.
- c. In the first instance the Claim should include sufficient detail for the Employer to make a reasonable assessment of the nature of the Claim, the employees impacted by the Claim and any proposals to resolve the Claim.
- d. The Employer must meet and discuss the Claim with the Claimant prior to responding to the Claim.
- e. The Employer must respond to the Claim in writing to the Claimant, within a reasonable time, including enough details in the response to allow the Claimant to understand the Employer's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
- f. If the Claim is unable to be resolved between the Employer and the Claimant/s, either the Claimant/s or the Employer may refer the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.
- g. The Commissioner may deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the Gender Equality Act 2020 (Vic).
- h. If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Employer may refer the Claim to the Fair Work Commission as a dispute of a collective character for resolution pursuant to clause (dispute resolution procedure).
- i. This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- j. A Claimant may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation
- k. Whilst a Claim is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.



By your side