

Why Academic Casual Staff Should Vote No

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Management's current offer does not end the systemic exploitation of academic casual staff. Casuals should vote no to the agreement, and commit to redouble our efforts in the fight against a profit-driven management that relies on an increasingly casualised, exploited and overworked workforce.

But at the same time, we need to recognise what we have won for casuals so far and, should the enterprise agreement be voted up, be prepared to campaign to secure these gains during the enforcement period.

Throughout this EBA round, our branch has pushed back against management's overreliance on, and systemic exploitation of, casual staff. Our claims for casuals focussed on: (1) ending wage theft and improving current casual conditions; (2) improving conversion to continuing roles for long-term casuals; and (3) creating new continuing jobs to open up avenues for career progression in the University.

After the longest industrial campaign in NTEU history—and 9 days of strike action—what have we achieved for casuals? Despite dealing with an incredibly hostile and intransigent management, our branch has managed to secure incremental but real gains in two out of the three key claims.

Due to the efforts of casual and continuing staff working in solidarity, we have achieved an improved pay for all hours worked clause and the creation of 110 new balanced (teaching and research) continuing jobs, 55 of which are earmarked for long-term casuals. Although far from perfect, this is still significant.

Further, we have secured an agreement that management will institute a policy of 5 days sick leave for casuals within 12 months. Of course, this is not enough, but it is a first for any university in Australia. Casuals will also have a new entitlement to 10 days paid domestic and family violence leave per year.

Pay for all hours worked

The new agreement will improve on the previous agreement by moving away from vague principles to stronger language. Where the previous agreement stated that casuals should be paid for the work which they are “directed” to perform, the new agreement will state that casuals “will be paid for all work they are required to perform”, better reflecting the fact that, like everyone else, we are rarely if ever given explicit direction to perform all aspects of our jobs. A strong enforcement campaign will be required to use this clause to our advantage against wage theft.

Creation of new ongoing roles

The University will create 330 new ongoing academic roles. 110 of these roles will be balanced 40:40:20 positions, 55 of which will be dedicated pathways for current long-term USyd casuals. The remaining 220 roles will be education-focused, at least 55 of which will be dedicated to internal applicants. The University has committed to reducing the proportion of casual academic staff by 20% by the end of the agreement.

Conversion to ongoing employment

The new agreement will reduce the prerogative of management to reject applications from casual and fixed term staff to convert to ongoing employment. Among other restrictions on refusing applications, management can no longer appeal to the “future expectations” of the role and they cannot appeal to a lack of finances when the work continues to be performed by precariously employed staff.

Process to review hours allocated

Management claims that casuals have long had the right to request more hours, but no such right has existed in practice. The new agreement will stipulate that casuals have the right to request a review of the hours allocated (or a failure to allocate hours). The outcome of a review must either be: (1) additional time is approved, or (2) alternative arrangements are found such that the casual staff member is not required to work “in excess of the allocated time.” Casuals could use this process to refuse working beyond our allocated hours and clog the system with our applications. This would be a collective action with the goal of enforcing pay for all hours worked by forcing management to expand time allocations and classes of scheduled work.

Misclassification of teaching work

In response to widespread misclassification of teaching delivery, the agreement for the first time will include a clear pay guideline with definitions of lectures, tutorials, demonstrations, seminars, workshops and what constitutes a 'repeat'.

Marking pay

A new requirement is that initial marking estimates provided to casual staff on schedules of payments must reflect the "reasonably estimated time", giving a new avenue for campaigning to shift the marking piece rates that exist in policy. Marking pay will increase in line with the nominal pay rise negotiated in the EA.

Lecture and tutorial pay

The pay rates for lectures and tutorials cover face to face delivery and a certain amount of preparation time. Though these piece rates will continue under the new agreement, casual staff now have a right to request a review of these hours, and must either be provided with more hours or will not be required to perform work in excess of the allocated time.

PhD fellowships

The contentious PhD fellowships are potentially a welcome opportunity for PhD students to have university employment during their candidature, however we need to approach these with caution to ensure they are not exploitative. New 3-year fixed term academic positions will be created for PhD students, existing alongside casual positions. The university has committed to no more than 70FTE appointments over the life of the agreement. Each PhD fellow will work a fraction of 0.2FTE – an indicative workload in FASS would be three tutorials in a given unit per semester plus associated marking. There will also be an allocation of a minimum of 10% of workload for administration and general contribution to their School/Faculty. And there are concerning limitations to the ability of the PhD fellow to take on additional teaching work, which could, given the huge cost of living in Sydney leave PhD fellows in financial hardship.

Education focused roles

The most significant defeat for casuals (and for all staff) is the massive expansion of education focused roles (EFRs) which involves a fundamental restructure of academic labour at the university and entrenches a two-tiered academic workforce. The increase in EFRs is not a decasualisation strategy. In reality, it means that management will maintain its current exploitation of casual academic labour, while also creating another stream of exploited labour in the form of EFRs, all to make more profits.

While EFRs might on the surface be appealing to casuals who desperately need and deserve full-time wages and job security, these roles come at a cost: an unsustainable (70%) teaching load would effectively preclude our ability to undertake serious research. Although the new agreement states that early career researchers will have lighter than 70% teaching loads for the first two years in the role, EFRs are a serious threat to our career trajectories. They are not genuine pathways to balanced roles, as the right to convert to 40:40:20 would only occur after 5 years as an EFR, yet the intensity of the teaching load will undercut our ability to publish and hence become viable candidates for conversion.

There's no denying our strike campaign has delivered us some important wins, and highlighted some key issues during our campaign, including putting de-casualisation on the map. However we continue to face major challenges due to the ingrained and systemic nature of our exploitation. To unravel the pattern of exploitation and give us a real future in higher education will require a serious ongoing struggle. Casuals are the backbone of this institution and should vote no to an agreement that is substandard.

