

Fightback Analysis of the USyd NTEU Bargaining Summary

Updated 8 June 2023

There are a lot of big claims being made about gains in the proposed new enterprise agreement at Sydney Uni. In this document, USyd Fightback digs behind the hype and looks at the actual clauses which will govern our working life for the next few years. Instead of vague claims about “new & improved protections” you’ll find detailed discussion, quotes from the clauses, and an assessment of how these might actually work in practice.

This document draws on the [Agreement Explainer](#) and [Consolidated Clauses](#) documents circulated to NTEU members at Sydney Uni on Friday June 2 (about the proposed new EA), as well as the [2018 Sydney Uni EA](#).

We’ve followed the format of the NTEU’s Agreement Explainer, using the following headings:

1. [Pay and Expiry.](#)
2. [Leave.](#)
3. [Aboriginal and Torres Strait Islander matters.](#)
4. [Issues affecting all staff.](#)
5. [All casual staff.](#)
6. [Professional staff issues.](#)
7. [Academic issues.](#)
8. [Academic casual issues.](#)
9. [Other groups.](#)
10. [Log issues not achieved.](#)
11. [Attacks successfully opposed.](#)

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| <p>NTEU Explainer (cut and pasted from NTEU Agreement Explainer document circulated to members on Friday 2 June)</p> | <p>Fightback comment (based on Consolidated Clauses document circulated to members on Friday 2 June)</p> |
| <p>Pay and Expiry</p> <p><i>Pay increases</i></p> <ul style="list-style-type: none"> • Administrative Pay increase in June 2022 of 2.1% (not part of the negotiations) • Pay increase end of June 2023 of 4.6%. • Pay increase end of June 2024 of 3.75%. • Pay increase end of June 2025 of 3.75%. • Pay increase start of June 2026 of 4.0% <p><i>Bonus Payments ('Salary and salary increases')</i></p> <ul style="list-style-type: none"> • \$1,000 paid in June 2022 (administrative payment(not part of the negotiations) • \$2,000 all staff (not pro rata) end of June 2023. <p><i>Expiry</i></p> <ul style="list-style-type: none"> • Proposed expiry date of 1 June 2026 | <p>This is a substantial real pay cut:</p> <ul style="list-style-type: none"> • Accepting management's pay offer would mean a HEO 5 (tier 5) worker falling close to \$100 per week behind inflation by July 2024, based on Reserve Bank inflation estimates. • Management's offer would leave this worker around \$20,000 behind inflation by the time this agreement ends. • There is no backpay attached to management's offer – we have already gone backwards by nearly 7% since our last enterprise agreement expired in June 2021. <p>If anyone can afford a pay rise to keep up with inflation, it's management at Sydney Uni, who just a year ago recorded a \$1 billion surplus. If we accept a real wage cut, it's a signal to management teams across the country that they can get away with sub-inflation pay rises.</p> |
| <p>Leave</p> <p><i>Gender Affirmation Leave – new condition. ('Gender transion and affirmaon leave', 'Personal leave')</i></p> <ul style="list-style-type: none"> • The parties have agreed to the introduction of a 30-day pool of leave for staff to use for the purposes of Gender Affirmation. • Staff will also be entitled to use their full amount of personal leave, a further 50 days per year, for the purposes of Gender Affirmation. Staff will not be required to provided medical certificates on an on-going basis for leave less than 5 days and leave for this purpose will not count towards the number of days a staff member can take without certification. | <p>These enhanced leave entitlements are the most substantial improvements to staff conditions in the whole package.</p> <p>But NTEU members are being asked to endorse historic cuts to conditions and a substantial cut in real pay as part of a package including these gains. In fact, management offered almost all of these enhanced leave entitlements early in negotiations (emailed to staff 1 Sept 2021)</p> <p>This was an obvious sweetener to get their attacks across the line. Unfortunately, this is pretty much how things have played out. Management knows that anything they spend on us through these provisions will be recouped by them gouging us even harder on other core conditions. We should reject this.</p> |

Menstruation and Menopause Leave – new condition (‘Personal leave’)

- Staff will be entitled to use their full entitlement of personal leave, 50 days per year, for menstruation and menopause reasons. Staff will only be required to provide medical certificates once per year and leave for this purpose will not count towards the number of days a staff member can take without certification.

Assisted Reproduction Leave – new condition (‘Personal leave’)

- Staff will be able to access their full entitlement of personal leave, 50 days per year, for all assisted reproduction purposes (not just medical procedures). Staff will only be required to provide medical certificates once per year and leave for this purpose will not count towards the number of days a staff member can take without certification.

Natural Disaster Leave – new condition (‘Special leave’)

- Staff affected by natural disasters will now be entitled to 5 days paid leave per year.

Compassionate Leave – changed entitlement (‘Compassionate leave’)

- Bereavement leave has been increased to 5 days per occasion – previously 2 days per occasion.

Domestic and Family Violence Leave – changed entitlement (‘Family and domestic violence leave’)

- Casual staff now have an entitlement to 10 days paid domestic and family violence leave per year – previously casuals were only entitled to unpaid leave.

Emergency Services Leave – changed entitlement (‘Emergency Services leave’)

- Emergency services leave has been increased to 10 days per year – previously 3 days per year.

Every staff member who stands to benefit from these leave entitlements will lose many, many thousands of dollars in real wage cuts over the next few years under the proposed EA.

Professional staff would lose internal advertising for roles HEO8+. Academics (and students) would see a massive expansion of overworked “Teaching Focused” roles, potentially at the expense of 40:40:20 positions. US-style “grad student” employment is also set to transform teaching work.

On the provisions themselves:

Several of these measures allow us to use an **existing** entitlement – our excellent personal leave rights, which we saved from being massively cut by management through our strikes in 2013 – for particular purposes.

So management will now let us use our own personal leave for some more of our own purposes. Positive, but nowhere near compensating for cuts to core conditions.

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| <p><i>Parental Leave – changed entitlement (<u>‘Parental leave’</u>)</i></p> <ul style="list-style-type: none"> • Staff have access to extended parental leave, 22 weeks, after 12 months of service. Previously staff needed to serve 2 years to access the extended parental leave. The extended period is in addition to the 14 week standard period. This means staff will be entitled to 36 weeks of parental leave after 1 year of service. • If both parents work at the University they will now be able to split 10 weeks of the leave to be taken concurrently. This is in addition to partner leave. • The requirement for staff to return to work following extended parental leave has been removed. Previously if a staff member did not return for a minimum of 6 months they would have to repay the entitlement. This no longer applies. • Staff are now able to take extended parental leave immediately following a period of parental leave. Previously staff had to return to work for a period of at least 12 months prior to being eligible for extended parental leave. | |
| <p>Aboriginal and Torres Strait Islander Matters</p> <p><i>Aboriginal and Torres Strait Islander Employment Target (<u>‘Aboriginal & Torres Strait Islander Employment Strategy’</u>)</i></p> <ul style="list-style-type: none"> • Commitment to pursue population parity, which is currently 3.8%, in the life of the next agreement. The parity target will be taken as met if the new Indigenous Joint Consultative Committee is satisfied that best efforts to achieve it have been taken. <p><i>Introduction of dedicated Joint Consultative Committee – new condition (<u>‘Consultation procedures’</u>)</i></p> <ul style="list-style-type: none"> • The Agreement will include a new Committee of Aboriginal and Torres Strait Islander staff to consult on issues affecting their work, conditions, and safety. • The Committee will be involved in creating a first ever cultural safety policy. | <p>3.8% of the population are Aboriginal or Torres Strait Islander people. But despite years of platitudes from management at Sydney Uni (and years of “targets” with no enforcement mechanism written into the EA), Aboriginal and Torres Strait Islander staff are still only around 1% of total ongoing staff.</p> <p>This is why NTEU members have been pushing hard for enforceable targets as part of our new enterprise agreement. The wording of RMIT’s current EA is a useful example:</p> <p><i>As at 30 June 2018 RMIT employed 27.7 EFT Aboriginal and Torres Strait Islander employees. This will be increased to a minimum of 35 EFT as at 30 June 2019</i></p> <p>This is far from the perfect clause. But the words “will be increased to XX” gives an enforceable entitlement.</p> |

- The Committee will provide oversight on the implementation of Aboriginal Employment targets.

Cultural Safety Policy – new condition ('Cultural safety')

- The Agreement creates a requirement to introduce a comprehensive Aboriginal and Torres Strait Islander Cultural Safety Policy.
- The policy will be created with involvement from Aboriginal and Torres Strait Islander Staff and the Aboriginal and Torres Strait Islander JCC.

Recognition of Cultural Load – new condition ('Recognition of Aboriginal and Torres Strait Islander work')

- The Agreement provides for the recognition of extra duties and load for Aboriginal and Torres Strait Islander staff.
- The Agreement makes it clear that no Aboriginal or Torres Strait Islander Staff member is required to undertake cultural work beyond their position description if they choose not to.

Proportionate Employment – new condition ('Aboriginal & Torres Strait Islander Employment Strategy')

- The Agreement introduces requirements to ensure that Aboriginal and Torres Strait Islander Staff are employed proportionally across all forms of employment. This will ensure that the University does not meet its Employment targets by employing large numbers of Aboriginal and Torres Strait Islander staff in casual and fixed-term roles.
- The Agreement introduces new requirements to ensure that Aboriginal and Torres Strait Islanders staff are employed across all areas of the University and at all levels of employment.

Aboriginal and Torres Strait Islander Language Allowance – new condition ('Aboriginal and Torres Strait Islander Language Allowance')

- The Agreement introduced a new Aboriginal and Torres Strait Islander Language Allowance.

Unfortunately, what's being offered at Sydney Uni is far short of this. There's a bit of detail to go through explaining why.

The email "final agreement clauses for review" sent to NTEU members on Friday 2 June reported that management had agreed to the union's claim:

Accountability benchmarks for improving levels of First Nations employment

NTEU claim: *Management would adopt a parity target for Indigenous employment, which is taken to be met if the Indigenous joint consultative committee is satisfied that best efforts have been made to attain it.*

Management response: *Management have accepted this claim.*

The first problem here is that the new Indigenous JCC is eight people, including four from "the Unions". In other words, the conservative CPSU – which didn't even have "population parity" as a claim – will be able to team up with management to water down any recommendations from the JCC.

Even leaving this aside, the statement that "management have accepted this claim" is not correct. Let's look at the actual clause in the proposed EA (page 22 of the [Consolidated Clauses document](#)):

As the University works towards the targets to increase indigenous workforce participation, if it becomes apparent to management or either of the unions that targets will not be met, or probably will not be met, the issues will be considered by the JCC taking into account the above matters. The JCC will make recommendations to the University Executive as to what measures need to be undertaken to ensure the

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| <ul style="list-style-type: none"> • The Allowance recognises two levels of use and proficiency in a native language. | <p><i>targets will be met. The implementation of any reasonable and agreed measures will be taken as compliance with the target.</i></p> <p>This does not make the new Indigenous JCC the final arbiter of whether “best efforts have been made” to attain population parity. Rather, management only need to implement those recommendations from the JCC which are “reasonable and agreed”.</p> <p>Agreed by who? The sentence before mentions both the JCC and the University Executive. So it’s pretty clear that only targets “agreed” by both of those bodies will need to be implemented. In other words, management keeps a veto under this wording, regardless of what the JCC decides.</p> <p>The recognition around Cultural Load, a new Consultative Committee and other measures do not compensate for the abject failure of management to agree to enforceable commitments on employment.</p> |
| <p>Issues Affecting All Staff</p> <p><i>Change Management – changed condition</i> (<u>‘Managing workplace change’</u>)</p> <ul style="list-style-type: none"> • The Agreement provides an improved preliminary consultation process. • Consideration must be given in change proposals to their effect on Aboriginal and Torres Strait Islander staff. • Positions cannot be abolished as a result of a change process unless workload implications have been addressed. • A new review process that requires management to measure the actual success of any changes, and also review any workload issues that have arisen as a result of the change. • Staff must be consulted as a part of the review. • Where appropriate the review should be conducted by an external person who is without conflict. The choice of an external and internal | <p>Though “change management” clauses don’t stop restructurings by themselves, they can help staff slow things down and gather info, both of which can be useful in building an effective campaign to save jobs and services.</p> <p>NTEU members won significant improvements in the 2018 EA, for instance:</p> <ul style="list-style-type: none"> • Introducing a new “preliminary” stage of consultation. • Management required to provide specific information (e.g. org charts). • “Reasonable time” for staff members engaging with the process. <p>The changes proposed in 2023 are quite minor by comparison.</p> <p>One example is the changes to “preliminary” consultation. The 2018 EA states that management “will inform” the union that they are considering a change, “unless there are circumstances that would prevent it from doing so (such as commercial in confidence) or unless inappropriate”.</p> |

chair is part of the original change process discussions.

This is slightly weakened in the proposed new EA, which states that management will “usually consult” at a preliminary stage.

The main advantage of “preliminary” consultation is not the consultation itself (this happens at later stages), but the early warning of an incoming change proposal. So the slight loosening of the wording about when management must tell the workers of an approaching change is if anything a step back, not a step forward.

Other new clauses require management to have meetings with affected staff where requested (they usually do anyway), and to review position descriptions to make sure they are up to date.

The change proposal must now include “proposals to address any anticipated changes to workload” – but there is no mechanism to enforce that workload implications must be addressed to the satisfaction of staff.

The draft clause is much weaker than what we put forward in our log of claims, which states:

5. f. ... [In cases of restructuring...] management will ensure that staff are not required to perform excessive work. To achieve this, in consultation with the affected staff members, management will identify in writing what existing duties will not be performed as a way to alleviate workload pressure from the identified additional tasks and update PP&D documents to reflect changed workload expectations.

Medical Retirement – changed condition (‘Medical termination’)

- The payment for a staff member being medically retired has been increased from 4 – 8 weeks of salary to 6 months’ salary.

Some other incremental improvements as well. Management must remind the staff member of their right to have a support person. In order to initiate a medical examination, management must not just “consider” that the staff member’s ability to perform their job is being impaired – they must have a “reasonable basis to believe” that’s the case. So this will help if enforcement is

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| | <p>needed.</p> <p>One adverse change: in the 2018 EA, any process to impose medical retirement is suspended if the staff member applied for a payment from their Super fund. If the staff member is granted a “temporary incapacity benefit”, further action to impose medical retirement is suspended for the period during which the benefit is paid.</p> <p>This has been eliminated in the proposed new clause.</p> |
| <p><u>University Concessional Days – new condition</u> (<u>‘Requirements to Work on Concessional Days’</u>)</p> <ul style="list-style-type: none"> • Where the University requires staff to work on university concessional days they must first seek volunteers, and must take all appropriate volunteers prior to directing staff to work. • Any requirement to work on concessional days must be communicated well in advance of the period. | <p>A positive incremental reform.</p> |
| <p><u>Access to Annual Leave – new conditions</u> (<u>‘Annual leave’</u>)</p> <ul style="list-style-type: none"> • The Agreement will place limitations on management’s right to have periods in which staff are restricted from accessing leave. • The Agreement will provide improved tracking of leave applications so the union can better determine to the extent that areas are unreasonably denying leave. | <p>The NTEU’s “Agreement Explainer” fails to mention that the proposed new EA allows the cashing out of up to ten days annual leave. The 2018 allowed this to happen during a 12 month window after the agreement was signed – the proposed new EA makes cashout of leave a permanent feature. This was part of management’s aggressive log of claims which was rightly opposed by the NTEU – our conditions should not be for sale.</p> <p>On leave blackout periods, the proposed new EA states:</p> <p><i>The University may have restricted leave periods for work units where due to demand it is reasonable to have them. The use of these limited leave periods will be limited to times of demonstrable high work demand and will only be implemented after consultation with staff.</i></p> <p>The new clause can be said to recognise existing practice but not much more.</p> |

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| | <p>It doesn't give staff any extra rights to take leave during management-imposed blackout periods.</p> <p>On the second dot point: increased information is a useful weapon for campaigning, though of course by itself provides no additional enforceable rights.</p> |
| <p><i>Increments – new condition</i> (<u>'Incremental progression'</u>)</p> <ul style="list-style-type: none"> • Unpaid parental leave will not impact a staff member's ability to progress to the next increment. | <p>Decent improvement.</p> |
| <p><i>Bullying and Harassment</i> (<u>'Workplace conduct, diversity, anti-discrimination, bullying and harassment'</u>)</p> <ul style="list-style-type: none"> • Minor Improvements to the clauses for the prevention and stopping of bullying. | <p>Agree these are incremental positive steps.</p> |
| <p><i>Disability and Lived Experience – new conditions</i> (<u>'Disability and Lived Experience'</u>)</p> <ul style="list-style-type: none"> • The Agreement will include new provisions that allow the monitoring and review of disability employment across the University. • Over the life of the Agreement the parties will gather and review the data to improve employment and employment opportunities. | <p>Staff will get no new enforceable rights from these data-gathering and review provisions.</p> <p>The "Agreement Explainer" prepared for the April 18 meeting stated:</p> <p style="text-align: center;"><i>The Agreement contains a new provision that lived experience and ability should inform changes to Position Descriptions.</i></p> <p>This has disappeared.</p> <p>There is a clause in the P & D section of the proposed new EA which states:</p> <p style="text-align: center;"><i>Staff living with a disability will have accommodations made and concessions incorporated into their P&D expectations and review.</i></p> |

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| | <p>The original NTEU log of claims included:</p> <ul style="list-style-type: none"> • Disability (lived experience) career development positions to advise on curriculum, service delivery, and research. • Recognition of lived experience of disability as expertise equivalent to other academic or professional expertise. • Providing for the revising PDs to emphasise areas of ability. |
| <p><i>Fixed-term and Casual Conversion – changed provisions</i> (<u>Casual conversion</u>)</p> <ul style="list-style-type: none"> • The Agreement strengthens the restrictions on management to reject applications for conversion from fixed-term or casual to more secure employment. • Applications cannot be rejected on financial grounds where the position will continue to be performed by a non-permanent staff member. • Increased limitations on rejecting applications due to the future needs of the University. Applications for conversion can only be rejected due to the candidate not meeting the “requirements” for the role rather than its “future expectations”. | <p>Strong conversion clauses are possible, and can change lives (see Fightback’s explanatory “Clause Cloud” from 2021 for examples).</p> <p>Unfortunately, the Sydney Uni conversion clause has been pathetically weak. The wording in the proposed new EA shrinks two major loopholes, though not eliminating them completely.</p> <p>Importantly, there’s a big change in the positions which casuals can be converted to in the proposed new EA. Previously, the strong 40:40:20 clause meant that this would be the default for newly converted staff. This is no longer the case given the explosion in Education Focused Roles with punishing workloads allowed by the proposed new EA. The new “PhD Fellow” positions also open up another option for management to get teaching done on exploitative terms.</p> <p>But let’s look at conversion.</p> <p>In the 2018 USyd EA, there are two giant loopholes which management used to avoid converting casual staff to continuing roles (or converting fixed-term staff into funding contingent continuing roles):</p> <ol style="list-style-type: none"> 1) The “future expectations” of the role. 2) Claiming there will be “insufficient revenue or funding streams” to support the converted position. <p>Loophole 1: “Future Expectations”</p> |

Management often refuses conversion applications on the grounds that they might want to change the strategic direction of a particular work unit in future.

The 2018 EA states that management can reject an application for conversion if:

*70(d) the staff member **cannot demonstrate the capacity to meet the future expectations** of positions under consideration, including any new duties or skills that may be required. [2018 EA]*

Under the proposed new EA, this loophole is narrowed somewhat. The draft clause has the following addition in bold. Management has the right to refuse conversion if:

*70(d) The staff member cannot demonstrate the capacity to meet the **requirements** of the converted position(s) under consideration. **This ground will not apply where the work requirements of the converted position will be the same or substantially the same as those of the staff member's current position.** [2023 Draft clause]*

So management can reject applications for conversion only in cases where the “work requirements of the converted position” will be *different* to that of the employee’s current position.

“Requirements” is less nebulous than management’s “future expectations”, so this is an incremental step forward in tightening up this clause. Of course, there is still nothing to stop management from just asserting that the “requirements” will be different – so the battle continues, though on terrain that is probably slightly more favourable.

An earlier version of this clause for the proposed new EA left the “future expectations” loophole open at 68 (d). It’s positive that in the detailed clauses circulated on 2 June, this has now been brought into line with the wording

above.

Loophole 2: “Insufficient revenue or funding streams”

The second loophole in the 2018 USyd casual conversion clause allows management to refuse conversion by claiming there is “insufficient revenue or funding streams”. Clause 71(b) of the 2018 EA states the University may refuse an application for conversion if:

(b) there is insufficient revenue or funding streams to provide continuing support for the staff member's employment.

This is retained in the draft clause for the new EA, which however adds two exemptions:

*(b) There is insufficient revenue or funding streams to provide continuing support for the staff member's employment. **This ground does not apply where the substantive work performed by the staff member applying for conversion will continue to be required and would be performed by fixed term or casual staff. The ground also does not apply where the substantive work performed by the staff member applying for the conversion role will continue to be required, would be performed by permanent staff, and the ground has previously been used to deny the individual conversion by shifting work to a permanent colleague.***

Our team of bush lawyers has been scratching their heads over this one. This wording narrows this particular loophole, though exactly how much remains to be seen in practice.

Overall these are positive incremental reforms. However they don't close off the management discretion which is the heart of the problem – and which is eliminated in the [strong conversion clauses](#) in many EAs in other industries.

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| <p><i>Mental Health Management – new condition</i> (<u>Mental health training</u>)</p> <ul style="list-style-type: none"> The Agreement contains a new requirement that all managers must undergo mental health training. | <p>Overwork and insecure employment are leading drivers of stress in the modern workplace. Seriously addressing these issues would do a lot more for mental health than training managers to tick some boxes.</p> |
| <p>All Casual Staff</p> <p><i>Sick Leave for Casuals – new condition</i> (<u>Special Leave for casuals policy entitlement</u>)</p> <ul style="list-style-type: none"> The Agreement will include a provision that will require management to introduce and maintain 5 days of special paid leave to cover casuals who need to take time off due to illness or injury. | <p>The explainer sent to NTEU members on Friday 2 June states that though the proposed new EA contains serious attacks on staff wages and conditions, it also includes several “major new rights”. Five days of sick leave for casuals is said to be one of these gains.</p> <p>It’s hard to assess this claim. The devil is usually in the detail – and we don’t have the detail on casual sick pay. In fact, no-one does.</p> <p>There’s a world of difference between a clause that states “staff will be entitled to” a defined amount of leave, and one that says management “may approve” leave. One version gives staff an enforceable right, while the other relies on the whim of management and will thus be difficult to enforce</p> <p>So what will we end up with?</p> <p>The proposed new EA won’t change in the current clause governing personal leave which states: “Staff (other than Casual staff) will be entitled to paid personal leave”, consisting of two weeks on commencement, and ten weeks after a year.</p> <p>Instead, there’s a commitment to a policy. But what’s the content of the policy?</p> <p>The relevant clause in the proposed new EA states:</p> <p style="text-align: center;"><i>Special Leave for casuals policy entitlement (to assist with illness/injury)</i></p> |

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| | <p><i>The University will introduce and maintain a policy that provides paid special leave on 5 days per year for casuals to take during times when they are unable to attend work due to personal illness or injury. The policy will be introduced within 12 months of the commencement of the Agreement, following consultation in accordance with clause [14].</i></p> <p>So the new policy will govern a form of “special leave”. The problem is that “special leave” is generally granted entirely at management’s discretion. While the personal leave clause states that staff “will be entitled to” paid personal leave, the clause for special leave states: “The University may approve paid special leave in accordance with University policy”.</p> <p>So will management frame their policy as an entitlement that all casual staff members have from the date of their employment, or something that management “may approve” like other forms of “special leave”. Though they are obliged to consult with the union, there’s no legal obligation on them to agree to our preferences on this matter.</p> <p>This “major new right” is not in the bag – and might not turn out to be a “right” at all.</p> |
| <p>Professional Staff Issues</p> <p>Workloads – <i>changed and new conditions</i> (<u>Workloads for professional staff</u>)</p> <ul style="list-style-type: none"> • Positions cannot be abolished in a change process unless any workload implications have been specifically addressed. • Workloads to be reviewed proactively on a regular basis. • Introduction of a new appeal panel for workload appeals. Whereas previously appeals went to the Chief Human Resources Officer, they will now go to a panel consisting of a management representative, a | <p>Management “addressing” workload is not the same as workload issues actually being resolved.</p> <p>Under the new clause, management would have to outline “proposals to mitigate any expected increase in workload” – but there is no mechanism to enforce that “workload implications” must be “addressed” to the satisfaction of staff.</p> <p>It’s a step forward that “significant extra duties” will have to be documented by management in a note or email. Along with the new review panel (with the</p> |

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| <p>union representative and an agreed internal chair for a recommendation.</p> <ul style="list-style-type: none"> • Where a staff member is seeking a review of their workload they will not have to perform excess work and cannot face performance or conduct actions as a result of refusing to undertake the extra work. • Vacant positions and leave must be factored into assessments of workload. | <p>union in a minority of one), this could help well-organised work units to campaign on workload.</p> <p>However, we should be clear that none of this gives enforceable new rights for professional staff.</p> <p>If we're trading in internal advertising for these clauses, we're getting a bad deal.</p> |
| <p>Redeployment – new condition (<u>‘Redeployment and redundancy’</u>)</p> <ul style="list-style-type: none"> • Professional staff on HEO 1 – 7 will have an extended paid redeployment period of 6 months (providing a total redeployment period of 9 months) for the life of the Agreement, entirely funded by the University. • Professional Staff at HEO 8 and above, and all Academic staff, retain their current 13 week redeployment period. | <p>The final clause is identical to the extended redeployment period won in the 2018 EA.</p> <p>Bear in mind that abolishing priority recruitment for HEO8+ staff means there will be fewer jobs to be redeployed to.</p> <p>This provides a disincentive for actually accessing the extended notice period.</p> |
| <p>Access to Flexible Working Arrangements Including Working from Home – changed conditions (<u>‘Working remotely’</u>)</p> <ul style="list-style-type: none"> • Added limitations on management rejecting Flexible Working Arrangements. • Management can only reject a request to work from home where they can demonstrate that the working from home arrangement cannot meet the working requirements of the University. • Management are prohibited from creating events or meetings that are designed to limit staff flexibility to work from home. | <p>The proposed new EA would slightly strengthen the wording around flexible work.</p> <p>The existing “flexible work” clause obliges management to “take reasonable steps to accommodate the request”, which “may be refused only on reasonable business grounds”.</p> <p>The proposed new clauses add to this, obliging management to “support the flexible working arrangement wherever reasonably possible” and state that “applications will not be unreasonably refused”.</p> <p>In addition there’s a proposed new clause stating that remote working “will not be unreasonably refused and will be supported” so long as the requirements of the role can be met.</p> |

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| | <p>Management would be obliged to “facilitate working remotely to the extent that it reasonably can”, which “may” include provision of laptops and access to meetings via remote systems.</p> <p>These are decent incremental changes. Many major corporations all over the world are shifting to hybrid working, and USyd is no exception. These changes are in line with this trend.</p> |
| <p><i>Overtime – changed right</i> (<u>‘Interaction with overtime’</u>)</p> <ul style="list-style-type: none"> • Stronger limitations on management seeking to require staff to work extra hours by having them take flexitime rather than paying overtime. | <p>Local management often push professional staff members to work overtime to meet deadlines, but then treat this as “flexitime”. This means no penalty rate is paid. This practice erodes the idea of flexitime as something to help staff members achieve work-life balance, rather than as a way of management pushing for extra hours on the cheap.</p> <p>The draft changes circulated to the NTEU branch committee should go some way towards addressing this problem.</p> <p>Changes in the proposed new EA to Schedule 4 clarify that flexitime and flexible time off “are separate and distinct from working overtime and provisions for time off in lieu of overtime”, that flexitime “is not intended to replace overtime”, and that management “will not put any pressure on staff to work additional hours as flexitime in lieu of overtime”.</p> |
| <p><i>Internal Advertising</i> (<u>‘Advertising professional staff vacancies’</u>)</p> <ul style="list-style-type: none"> • Management sought to remove internal advertising for all staff. Currently they must advertise all roles up to and including HEO 9 internally for 6 days prior to advertising externally. • The NTEU fought to retain internal advertising, and management have agreed to retain internal advertising for all roles up to and including HEO 7. • Management are encouraged to advertise all positions internally, allowing managers who are willing to recruit from within to do so. • The NTEU retained the requirement that internal candidates up to | <p>This is a very serious attack on a crucial condition for professional staff.</p> <p>Scrapping priority internal advertising for HEO 8 and HEO 9 is a blow to professional staff career progression and job security. HEO 8 and 9 positions are around a third of all professional positions.</p> <p>It’s also a way for management to drive “cultural change” in the workforce through hiring low-level managers from (for instance) merchant banks and other corporate environments. These externally hired managers are often more inclined than internal appointments to ignore custom and practice and</p> |

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| <p>and including HEO 5 must be offered the role where they meet the requirements.</p> | <p>the provisions of the EA.</p> <p>And the proposed changes go further. There's a loophole in the 2018 EA where, if management advertises a job at HEO 7 or below and fails to fill it, they can advertise that same job again anytime in the next six months without advertising it internally first.</p> <p>This loophole is also in the proposed new EA – but it gets wider.</p> <p>In the 2018 EA, local management needed to get signoff from senior management before using this loophole to avoid internal advertising. That requirement is abolished in the proposed new EA. So local management will have more of a free hand in watering down this important condition for professional staff.</p> |
| <p><i>Eligibility List</i> (<u>'Advertising professional staff vacancies'</u>)</p> <ul style="list-style-type: none"> • The Agreement will see the introduction of eligibility lists for Professional Staff recruitment. • The lists will require that where an internal candidate was deemed appointable, but did not get the role, should a similar job at any level be required within a defined period, the appointable internal candidate will be considered for the job and the job will not be advertised externally. | <p>It's quite unclear how this would work.</p> <p>Staff members would be placed on an "eligibility list" if they apply for a position, fail to be appointed, but are nonetheless "deemed appointable" – presumably by the appointment panel. The JCC has oversight but there is actually no enforceable obligation to place anyone on these lists, or to hire from them..</p> <p>This initiative does not make up the considerable ground lost by going backwards on internal advertising.</p> |
| <p><i>Right to Disconnect – new condition</i> (<u>'Draft right to disconnect'</u>)</p> <ul style="list-style-type: none"> • The Agreement will include a right that staff cannot be expected or required to monitor emails or other University systems when they are not at work. | <p>The proposed new EA contains this clause:</p> <p><i>The University does not expect staff covered by this Agreement to monitor or respond to communications from the University outside their normal working hours and periods of approved leave (including concessional days) except where there is an urgent operational need identified or an emergency circumstance, or pursuant to a relevant clause of this Agreement (such as on-call arrangements or authorised overtime).</i></p> |

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| | <p>This is fine as far as it goes, but obviously could be stronger by reversing the onus – not just to say that employees are “not expected” to monitor communications, but by removing management pressure by stopping contact outside of hours. Some clauses public sector EAs have clauses which state:</p> <p><i>Other than in emergency situations or genuine welfare matters, employees must not be contacted outside of the employee’s hours of work unless the employee is in receipt of an availability allowance.</i></p> |
| <p>Flexitime – changed condition.</p> <ul style="list-style-type: none"> The Agreement strengthens the limitations on management’s ability to reject applications for flexitime. | <p>The new EA has an extensive clause on flexitime.</p> <p>In most cases its still up to local management to agree (or not) to a staff member’s requests on flexitime. There is one concrete step forward – staff are entitled to a full day off on flexitim every four weeks if they want one.</p> |
| <p>Professional Staff Development Fund (PSDF) – changed right (‘Professional Staff Development Fund’)</p> <ul style="list-style-type: none"> The PSDF is a training fund that allows staff to undertake next-step career training. It is not a fund for management to use to train staff in their current job. The Agreement increases the value of the Fund by 10% from \$2 million to \$2.2 million. The Agreement also creates a new role to administer the fund. This role will ensure that the fund is correctly spent on staff-chosen development options as there were previously issues with local managers using the fund for on-the-job training. | <p>New clauses clarify that the PSDF is to fund training wanted by staff members for their own career development, not for management to train staff in their current roles.</p> <p>Increasing the Fund in line with inflation (2019 to 2022) would result in a 13% increase.</p> |
| <p>Performance Management – changed right (‘Individual metrics’)</p> <ul style="list-style-type: none"> The Agreement will include a provision that prohibits management from using department-wide metrics and performance results against individual staff. Staff performance evaluation will be limited only to the staff member’s individual performance. | <p>This is a condition that was won in a major fight at Student Administration Services (SAS) when management attempted to introduce individual KPIs.</p> <p>A clause along these lines will hopefully help other staff having similar fights in the future.</p> |

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| <p><i>Increments – new condition</i> (<u>‘Recognition of service increments when changing jobs’</u>)</p> <ul style="list-style-type: none"> Staff who move from one role in the University to a similar role in the University must have their existing increments recognised. This has previously been at the discretion of the local hiring manager. | <p>This is one of a raft of welcome incremental improvements for professional staff.</p> <p>Management have spent most of the EA campaign disparaging the “100 claims” that union members put in our log of claims. However we make no apology for claims like this which limit the ability of local management to make life harder for long-serving staff.</p> <p>None of these claims, however, make up for the serious attacks on the core professional staff condition of internal advertising.</p> |
| <p><i>Reclassification – changed condition</i> (<u>‘Reclassification of position’</u>)</p> <ul style="list-style-type: none"> Where a staff member or manager has their position downgraded through the reclassification process, the staff member will retain access to their current classification, including all future increases and increments, if the position is downgraded. Previously this was disputed by some local managers who sought to retain salary but not increments and increases. | <p>As above.</p> |
| <p>Academic Issues</p> <p><i>Protection of 40/40/20 – retained condition</i> (<u>‘Workload allocation principles’</u>)</p> <ul style="list-style-type: none"> Management’s major claim was to remove the right of staff to work 40:40:20. The University has dropped its claim to remove the right of balanced academic staff to have 40% teaching, 40% research and 20% service. This remains the default for all staff unless they agree to work otherwise. All aspects – teaching, research, and service – have been protected. Staff will retain the option to have a different breakdown where such an arrangement suits both the staff member and the University. | <p>The “Agreement Explainer” sent to members neglects to mention that the wording of the 40:40:20 clause is actually weakened in the proposed new EA. Together with the explosion in Education Focused Roles, this will be used to pressure staff into cutting their own research fraction.</p> <p>Already, the proportion of teaching being done by academics in “balanced” roles has fallen from 70% in 2000 to around 45% today. There are structural reasons (i.e., cost of delivering teaching and the Tehan “reforms” of 2021) which are driving management’s attack on 40:40:20.</p> <p>Unfortunately, the provisions in the proposed new EA will allow management to continue and even accelerate this decline – in at least two ways..</p> |

Firstly, the clause itself is weakened by new wording which states that academic staff are “encouraged” to abandon 40:40:20 where this is “reasonable”.

The existing clause (clause 332 in the 2018 EA) says this:

The total amount of teaching and related activities for teaching and research staff will not exceed 40% of the total workload over a 12 month period, unless otherwise agreed by the staff member and their Supervisor.

The proposed new clause keeps this wording, but also adds a new sentence:

Staff members may agree to a different workload allocation to 40:40:20 and are encouraged to do so where there is a reasonable basis.

This will be used by management to pile pressure on academics to abandon their research fraction.

This is especially the case because of a second attack in the proposed EA: staff in 40:40:20 roles stand to be profoundly affected by the dramatic expansion of “Education Focused Roles” with their punishing teaching workloads. In the 2018 EA there was a cap of 120 EFRs. That cap will now be lifted to 25% of all non-casual academic employees – as many as 650 full-time positions.

As an [NTEU fact sheet](#) explained in March this year:

Increasing the number of EFRs is a threat to all academic staff:

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| | <ul style="list-style-type: none"> ● <i>Nothing in the Enterprise Agreement would prevent management from determining that whole disciplines or sub-disciplines should be strategically ‘teaching-focused,’ and initiating a change management proposal to spill all existing 40:40:20 positions and fill them with EFRs.</i> ● <i>Management would have a freer hand to usher people on 40:40:20 into EFRs by performance management.</i> <p>Management will use the weakening of the clause and the threat of EFRs in tandem – “I think it’s reasonable that you reduce your research fraction, plus it might help us to avoid a painful restructure.”</p> <p>We should be clear: the proposed EA allows the further substantial erosion of 40:40:20 positions – in fact, it leaves the door open to a dramatic change in the way teaching work is performed at USyd, at the expense of 40:40:20 roles..</p> <p>Oh and a genuine question – will management be able to “encourage” prospective employees, or staff seeking conversion, to “agree” to a different workload allocation? All very “reasonable”, of course...</p> |
| <p><i>Academic Workload Allocation – retained all committees, introduced new processes</i> (<u>‘Workload allocation policy’</u>)</p> <ul style="list-style-type: none"> ● Faculty workload committees, which management initially wanted to abolish, have been retained. ● New process introduced where workload models cannot be agreed. ● In the first instance any intractable disputes will go to the Central Workload Committee for advice and assistance. ● Where this does not resolve the issues, the Provost will have the right to make a determination. ● Management wanted this right to be the final right. However, it is agreed that this right comes before the local staff vote on the new workload model. | <p>Workload committees are worth hanging onto, though unfortunately they are far from a cure-all for the chronic under-allocation of hours for academic work.</p> <p>USyd’s academic workload clauses were strengthened in the 2018 EA. We won a clause stating that workload reviews were to be developed by a “collegiate committee” and then put to a vote of all staff.</p> <p>The most concerted attempt that we know of to use these provisions to win a meaningful reform of punitive workload allocations has been in FASS. Even here, with (probably) the highest union density at USyd, it has been a tough grind with no meaningful result that we know of – partly because the Dean can appoint the “collegiate committee”, and then railroad things as the chair.</p> |

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| <ul style="list-style-type: none"> ● If staff disagree with the model proposed by the committee or the Provost, they retain the right to reject the model at the vote. | <p>None of this changes under the terms of the proposed new EA.</p> <p>Adding the ability to refer disputes to a Central Workload Committee is not going to do any harm, but it's hard to see this improving things much.</p> <p>As Fightback has long argued, winning specific minimum time allocations for academic work appears to be one of the few ways to address this chronic problem.</p> <p>There's a small step in this direction in the proposed EA, with "normative expected workload allocations" to be developed by subject heads within 12 months. These will then be submitted to the Collegiate Committees and ultimately to a vote of academic staff in the relevant unit.</p> <p>Given that department heads and most members appointed by the Dean to the Collegiate Committees are under constant pressure over budgets, we're not holding our breath for more realistic workload allocations to emerge from this process, though obviously it gives some room for local campaigning.</p> <p>Meanwhile, workloads will come under intensified attack via the continued collapse of 40:40:20 positions and the explosion of Education Focused Roles.</p> |
| <p><i>Academic Workloads (Excess Workloads) – new provision</i> (<u>'Workload review panel'</u>)</p> <ul style="list-style-type: none"> ● The Agreement introduces an appeal mechanism for unreasonable Academic Workloads. ● Whereas previously the final appeal over excessive work was to management, the Agreement will see the introduction of a new appeal mechanism. ● Where workloads cannot be agreed at the local level the matter will be referred to a committee consisting of an NTEU representative, a management representative, and an agreed internal chair. | <p>As noted with professional workloads, an extra committee with the union in a minority of one might provide some extra opportunities for the union to campaign on workloads. However, it doesn't give a new enforceable right which would address the chronic underlying workload problem.</p> |

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| <ul style="list-style-type: none"> • Management will not be able to overrule the decision of this committee. | |
| <p><i>Education Focused Roles (EFRs) – new provisions</i> (<u>‘Education-focused roles’</u>)</p> <ul style="list-style-type: none"> • There is currently no limit on the number or percentage of EFRs that management can have, as the 120-person external hiring cap expired in 2021. • The proposed Agreement caps the number of EFRs at 25% of all non-casual teaching staff. • Currently EFRs can be given a 70% teaching load, which can be extended to 80% “by Agreement”. • EFRs will have an absolute maximum teaching load of 70%. • “Reasonable” normative expected workload allocations to be developed within 12 months of Agreement. • A 10% reduction in education focused teaching load for 2 years for Levels A and B (and Level C staff who have not held a substantive academic position for two years), with capacity to request 1 year extension. • A right to transition to a balanced (40/40/20) position after 4 years, plus a calendar year’s notice, provided: (a) the staff member has developed an approved research plan; (b) they have met expectations for research and GLE relative to opportunity; and (c) this has been approved by Dean and DVCE/DVCR, where such approval cannot be unreasonably withheld. • The ability to transition to 40:40:20 prior to this time through agreement with management. • All EFRs seeking a review of their workloads will have access to the three-person Committee (see previous item) | <p>The massive expansion of “Education Focused Roles” is one of the most serious attacks in the proposed new EA.</p> <p>EFR numbers</p> <p>The 2018 EA had a cap of 120 EFRs. Unfortunately, the clause specifying this cap ended at the nominal expiry date of the EA (June 2021) rather than continuing like other provisions.</p> <p>The proposed new EA includes a cap of 25% of all non-casual teaching staff. This is equivalent to 650 (FTE) EFR positions, a massive expansion in these roles.</p> <p>A useful recent NTEU fact sheet on the issue points out:</p> <p><i>Increasing the number of EFRs is a threat to all academic staff:</i></p> <ul style="list-style-type: none"> • <i>Nothing in the Enterprise Agreement would prevent management from determining that whole disciplines or sub-disciplines should be strategically ‘teaching-focused,’ and initiating a change management proposal to spill all existing 40:40:20 positions and fill them with EFRs.</i> • <i>Management would have a freer hand to usher people on 40:40:20 into EFRs by performance management.</i> <p>Workload</p> <p>The chronic overwork in academic roles is even more of a problem in Education Focused positions, as the fact sheet cited above points out:</p> |

According to our extensive internal research and consultation, education-focused staff are usually heavily overworked and, as a result, experience significant workplace stress. Many EFRs are exhausted. Their workloads are unsustainable – a recipe for burnout and relationship and mental health problems.

The proposed new EA promises workload relief for newly appointed EFRs for the first two or three years. This doesn't mean your allocation for research or for administration and engagement will be increased though, as the clause states:

For clarity, this does not reduce the 70% percentage allocation for teaching and teaching-related activities, it reduces the allocation of volume of teaching delivery and associated preparation and assessment work within that allocation.

Conversion

Conversion clauses are notoriously difficult to enforce if they rely on workers applying (rather than conversion happening automatically after a set period like some of the stronger conversion clauses), and if they have any loopholes allowing management to refuse applications.

The proposed new EA allows staff in EFR roles to apply for conversion after four years (with a fifth year as a notice period). Conversion will be granted if provides for conversion after five years, if they pass these hurdles:

- (ii) developed and agreed to undertake an annual research plan of work (using the University's performance plan template, and including provision for development and mentoring);*
- (iii) had their research plan approved by their Supervisor and the Dean, Executive Dean or Head of School and Dean (and such approval shall not unreasonably be refused); and*

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| | <p><i>(iv) met the requirements of a teaching and research, relative to opportunity, of a teaching and research role.</i></p> <p>There's obviously a typo in the last line. Exactly what would count as "reasonable" when management refuses to approve a research plan, or how the research requirements of a job with a 20% research fraction would be assessed, seems a pretty open question.</p> <p>Management will doubtless have strong views, and this isn't the strongest conversion clause we've ever seen. There can't be any genuine confidence that staff in EFR roles will be converted wholesale to 40:40:20 roles in 2028.</p> <p>We agree with the authors of the NTEU fact sheet that dramatic expansion of EFRs represents " a massive, structural transformation of academic work at the university".</p> <p>More fatigued teachers with less opportunity to progress, and less time to help students, is a very significant step backwards – and worth digging in and rebelling against.</p> |
| <p>Academic Casuals</p> <p><u>Decasualisation – new provisions</u> ('Reduced reliance upon casual academic employment and investment in continuing staff')</p> <ul style="list-style-type: none"> • The University will create 330 new ongoing roles (in addition to filling current vacant positions). • 110 of these roles will be 40:40:20 with 50% of them (55) to be pathway roles for existing casuals into 40:40:20 positions. The successful staff will have a 40:40:20 allocation from the start of their employment but will have reduced research expectations as early career researchers. • 220 of the roles will be EFRs. A minimum of 25% of these roles will be specifically designated for internal applicants. | <p>On best estimates the University of Sydney has at least 4,000 casuals who have been employed for a year or more. Providing 40:40:20 positions for 55 of them, and grueling Education Focused Roles for an additional 55, doesn't seem like a great leap toward "decasualisation".</p> <p>On the other hand, university management teams around the country clearly have a "casuals problem". Casualised workers have been getting organised, raising their voices, causing "reputational damage" and – more to the point – causing financial damage by claiming wages for countless thousands of hours of previously unpaid work.</p> <p>Management also have an ongoing interest in getting as much teaching done for the lowest cost.</p> |

- The University will reduce the percentage of casual academic staff as a percentage of total academic FTE by 20% from 2021 numbers.

This EA sees management and the upper echelons of the NTEU converging to pursue two “solutions” to these problems: an explosion of “education focused” roles, and the creation of another low-paid, insecure, teaching-heavy mode of employment, the “PhD Fellowships” (see below).

So it could well be that management will achieve a 20% reduction in the proportion of casuals, despite the lack of a strong enforceable clause in the proposed new EA. But they intend to achieve this by shifting teaching work to modes of employment which are low paid, exploitative, or both.

Casuals, our students, and everyone actually deserve much better than this. We should call out this dodgy “solution” out, and vote it down.

Words in clauses governing our working conditions matter. And the form of words in this clause is not the strongest.

The clause doesn’t use the language in the union’s “Agreement Explainer”, that management “will reduce” casual FTE by 20%. The clause doesn’t commit management to “achieve a 20% reduction in the proportion of the casual academic workforce”.

Rather, the clause commits management to take “all reasonable steps to achieve” such a reduction. This is stronger than the mere “reasonable steps” flagged in earlier drafts, but still not a clear enforceable commitment. What seems eminently reasonable to union members might not appear so to management, or the boffins in Fair Work.

Oh and there’s a get out of jail free card for management at the end of the clause:

Force Majeure

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| | <p><i>If there are exceptional and unanticipated adverse impacts upon the University's financial circumstances (substantial adverse changes in Government funding, significant adversely changed economic circumstances and significant reduction in student enrolments), the obligations in clause 25 will not apply and the University and NTEU shall consult in relation to adjusting that commitment.</i></p> <p>If the reduction is achieved anyway, it will be due to new exploitative forms of employment being attractive to management, rather than some dubious “union win”.</p> |
| <p><i>Payment for all Hours Worked – new condition</i> (<u>‘Review of allocation of hours’</u>)</p> <ul style="list-style-type: none"> • The Agreement will include a provision that states that casual academic staff must be paid for all work they are required to perform. • The Agreement will include an additional provision that allows academic casual staff to have any work allocation, or lack of allocation, reviewed so that no unpaid work will be demanded. • Minimum 2 hour engagement when required to attend campus. • Definitions in the agreement of lectures and tutorials updated, to avoid misclassification. | <p><i>“Payment for all hours worked”/Review Mechanism</i></p> <p>Unfortunately, the clauses shared with members do not guarantee that casuals will be paid for “all hours worked” – and there is no statement to that effect in the final draft of the clauses, sent to members on June 2.</p> <p>The supposed innovation here is a review mechanism. If a casual staff member believes they haven’t been allocated enough hours to do the work required, they are meant to approach their supervisor. Their supervisor can then direct the casual not to do the work, or do it to a different (lower) standard – or give the work to someone else.</p> <p>This is actually management’s preferred option for avoiding underpayment claims. Under this clause, management can refuse to pay casuals for any work they have not been explicitly directed to perform, even if that work is essential to giving students a decent standard of education. For example, there’s no guarantee of payment for preparation work such as attending lectures or doing readings.</p> <p>This will leave casuals in the same position they are in now. They’ll be faced with a choice – do they risk doing a shoddy job in the ridiculously small allocation of hours given to them? Or do they work to a standard which the student deserves and which the casual wants to do, knowing that they won’t</p> |

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| | <p>get paid?</p> <p>The review mechanism is problematic in all sorts of ways:</p> <ul style="list-style-type: none"> ● Gives management the final say over what work is “required”. ● Depends on casuals challenging supervisors who have the power to hire and fire them. ● Creates extra work for casuals to engage with the review mechanism, with no extra pay. ● Gives management free rein to critique casuals’ efficiency and competence and even redirect their work to others. ● Will leave casuals no better off than they are currently (this review mechanism has already been put into operation in several departments and has failed to mitigate wage theft). <p>There are further details here for those wanting to do a deep dive.</p> |
| <p>PhD Fellows – new condition (<u>‘PhD fellowships’</u>)</p> <ul style="list-style-type: none"> ● The Agreement will see the introduction of a PhD Fellowship position. These positions will give PhD students the possibility of obtaining a 3-year fixed-term role instead of undertaking rolling casual contracts. ● PhD students will have the option of casual roles or applying for a Fellowship. Management will use the equivalent of the casual academic staff calculations in the allocation of hours for teaching (eg for tutorials) | <p>PhD fellow positions will be the lowest-paid teaching option available to management. Like current casual positions, they are a recipe for systematic underpayment.</p> <p>The branch committee has been told the positions will be paid at A2 (though this doesn’t seem to be spelled out in the clauses circulated to members on June). They will “typically” be employed at a fraction of 0.2.</p> <p>This works out to \$338 per week (if we include last year’s 2.1% pay rise and the 4.6% increase this year in the proposed new EA). Though this is less than half the minimum wage, staff in these positions “will generally not be permitted to perform additional teaching roles”.</p> <p>There is no paid research fraction, and an admin/ engagement fraction of just 10%. Unlike all other academic staff, they can be required to teach in the “summer semester” as well as the two main semesters (clause 335 in the</p> |

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| | <p>2018 EA doesn't apply to them).</p> <p>Some minimal protections on workload have now been written into the clauses – but they are only the minimum time allocations of the casual piece rates (eg, three hours for a new tutorial, two hours for a repeat, etc). All of the problems of unpaid hours in casual roles will apply to these positions as well.</p> <p>These positions only run for as long as the PhD candidature.</p> <p>Is adding yet another overworked underpaid insecure teaching-only mode of employment really the solution to anything – except for management's eternal quest to get maximum teaching done for the lowest cost?</p> |
| <p>Other Groups – Centre for English Teaching Schedule and VET Teaching Schedule</p> <ul style="list-style-type: none"> • VET schedule: minor improvements ('Schedule 6') • CET: transfer of all ongoing staff off funding-contingent positions and onto the professional conditions in the rest of the agreement ('Schedule 5') | <p>Management's log of claims included scrapping the clause in the EA which required maintaining 31 FTE "funding contingent" continuing roles in the Centre for English Teaching. This attack has been largely defeated.</p> <p>The clause in the proposed new EA will convert all existing staff in this category (22.5 FTE) to continuing roles (not "funding contingent"). This head count of 22.5 FTE will be maintained for the life of the proposed EA except in exceptional circumstances.</p> |
| <p>NTEU Log</p> <p><i>There are many issues in the NTEU log that have not been achieved. These include:</i></p> <ul style="list-style-type: none"> • No forced redundancies through indefinite redeployment. • No change process to be implemented without staff approval. • A limit of 120 EFRs filled through external advertisement. • Automatic conversion after 2 contracts. • Only one change process per staff member over the life of the Agreement. • 17% superannuation for casuals. | <p>We won't add everything on our ambitious log of claims to this list, but we should not forget these:</p> <ul style="list-style-type: none"> • "No Diminution of Conditions: The Agreement will not reduce current workplace conditions, rights or entitlements." This is the first item governing conditions in our log of claims – and probably the most important. We should not approve a package which includes attacks on core conditions like limiting "education focused" roles and cutting internal advertising for professional roles. • Outsourcing. Many EAs in many industries include "site rates" clauses. These ensure that any outsourced work still attracts a minimum of EA wages and conditions, reducing the incentive for |

- Commitment not to use wall boards to publicly rank professional staff performance
- No surveillance (CCTV or otherwise) of workspaces and lunch areas
- Publication of management KPIs
- Improved trade union leave of 10 days per year
- climate emergency clause

[Fightback note – this item deleted from the 2 June version of this doc]:

- Parity employment of Indigenous staff by end of agreement

management to continue the epidemic of outsourcing across higher education.

- **Population parity for Aboriginal and Torres Strait Islander staff:** Management maintain an effective veto over whether this happens (see above).
- **Union rights.** Plenty of EAs allow for regular paid union meetings, union inductions, “reasonable time” for delegates, and so on. Winning progress on these claims would help us to organise our fellow workers to achieve and enhance our rights. The proposed new EA seems to make no progress on these issues at all.

Management attacks that have been dropped

There were numerous issues in management’s log that they have dropped.

These include:

- Removal of right to 40:40:20 (claim dropped – NTEU retained right for staff to work 40:40:20).
- Periodic employment - introducing teaching only roles for teaching periods (claim dropped – NTEU protected the right of ongoing and fixed-term staff to have a research and service allocation).
- Removal of leave loading for higher-paid staff (claim dropped – NTEU retained leave loading for all staff).
- Remove Academic Workload Committees (claim dropped – NTEU retained the Committees).
- Weaken the dispute resolution clause (claim dropped – NTEU retained current provisions).
- Completely remove the requirement to advertise internally for Professional Staff roles (NTEU retained the requirement up to and including HEO 7, and the Agreement will require management to consider internal advertising and recruitment for all other levels).
- Stop the rollover of unused money in the Professional Staff Development Fund (claim dropped – NTEU retained long term rollover).

There’s at least one untruth in this list. Management’s proposed change to minimum shifts for casuals was actually achieved in full. It’s extraordinary that this is now presented in NTEU material as “a modification in casual staff’s favour”. More on this below.

Overall, a bleak picture emerges from working our way through the clauses.

Approving the package on offer means approving historic attacks on core conditions. It means approving a pay deal that in all likelihood will see yourself and your fellow workers fall tens of thousands of dollars behind inflation.

There is an alternative: organising our way across the university to build real industrial strength.

48,000 workers at the University of California showed what was possible in the biggest strike in the US last year – a five week [showdown](#) that won a pay rise of 50% for the lowest paid workers. In the wake of that strike, 9,000 workers at New Jersey’s public university, Rutgers, won a similar result from an [open-ended strike](#) that ran for five days.

We’re not pretending we can just snap our fingers and pull that sort of strike off tomorrow.

- Reduce the number of hours for which a casual staff member can be engaged in a single instance (claim dropped – NTEU retained the current provisions, with a modification in casual staff's favour, allowing them to split the three hours over several occasions if and only if they choose to, without any right for management to impose this on them: see the clause on p.2 of the separately circulated consolidated clauses document). [*Fightback note – highlighted section added to the 2 June version of this doc*]
- Massive reduction in the number of continuing staff obliged to be employed in the Centre for English Teaching (NTEU has retained 22.5 positions, which covers all existing ongoing staff).

But it's the direction we have to head if we're going to resist management's attacks and start to win the wages and conditions that ourselves, our fellow workers (and students!) across the sector deserve.

That starts with rejecting the package on offer as the insult that it is, and committing to fight for more. It starts with Voting No.

On the issue of minimum engagement for casuals:

Members were misled when we were told in April that the existing clause on minimum engagement for casual professional staff was being maintained.

The proposed new EA eliminates **any** lower limit on shifts for casual professional staff.

Yes, you read that right. A clause in the proposed new EA enables one three hour "minimum engagement" to be split into blocks of an hour, or half an hour, or ten minutes, or any other amount of time – to be carried out over the course of one day, or over multiple days.

You can read the clause on page 3 of the [Consolidated Clauses document](#) emailed to NTEU members on Friday 2 June:

Where an engagement of three hours or more is provided which can be performed continuously, the staff member can be approved to perform that engagement split across a day or days (rather than being limited to working the engagement continuously) at the request of the staff member to meet a staff member's personal circumstances. This satisfies a three hour minimum engagement. To avoid doubt, the

splitting of the work is only at the request of the staff member and a manager will not pressure a staff member to split the work.

The various supposed caveats and protections in this clause shouldn't fool anyone.

Every casual knows how routine it is for management to pressure staff to minimise shift lengths. "It's gone a bit quiet so if anyone wants to go home, let me know ". "Look of course it's up to you, but we only really need someone for an hour". "Well you agreed to work this shift pattern a few months ago, it's actually going to be hard to change ". Depending on the whim of management for scraps of work, casuals routinely feel pressured to take unobvious hints like this to grudgingly "agree" to shorter shifts, or even to "request" them.

That's the point of having a non-negotiable minimum engagement written into the enterprise agreement. Even the Higher Education Award for professional staff – usually seen as the rock-bottom minimums for a job – specifies a three hour minimum for non-students in their "primary" occupation. The proposed new EA allows this to be scrapped – and specifies no bottom floor for a minimum shift for any given day, or for part of a day.

Whoever drafted and approved this clause seems to have a naive faith in management to not use this clause to "pressure" casual staff. Perhaps they believe in the tooth fairy as well. A better alternative is – don't scrap the three hour minimum.

This is just one example where the proposed new EA cuts important conditions.

It's one more reason to Vote No.

