

THE DEHUMANISING IMPACT OF TEACHER CASUALISATION

Had time this week to go through what the then Ministry of Education and Training [MoET] PS, Pat Muir, publicised on Friday of September 18, 2009. On that fateful day, the MoET released a Gazette entitled Legal Notice No.147 of 2009, revoking the provisions of Legal Notice No. 61 of 2005. The new gazette introduced new terms and conditions of service for educators employed on a fixed term contract [expatriate, local and relief] in the education sector. A new dawn commenced which, up to this very day, plunged the sector into a cliff both for elementary [primary] and secondary level.

It should be known that as I pen down this article, most teachers in schools are licking their wounds post the amended regulations of the defunct Teaching Service Regulations of 1983. Thousands of qualified teachers in schools are in fixed terms contracts, lingering on the caprices of the vile employer. Some engagements vary from one [1] to two [2] years which compels these susceptible teachers to eat at the palms of the employer and her agents in schools.

I will not reinvent the wheel in so far as digging the landscape of negotiations that unfolded at the time between social partners, emanating to what haunts the sector thus far in terms of the employment relationship. For all intents and purposes, Legal Notice No.61 of 2005 had better conditions of employment than what the MoET ultimately coerced teachers to sign for in No.147/2009 invoking the 'take it or leave it' mantra. To level the ground, it must be brought to the fore that paragraph [c] of No.61/2005 then provided that a teacher employed on contract shall be entitled to remuneration according to the qualifications of the incumbent. This is what Legal Notice No.147/2009 revoked, replacing the paragraph with entitlement to a remuneration according to the requirements of the post in which a new entrant is employed. How lethal! How conniving!

The most contemptible facet in all this is that it was negotiated oblivious of the provisions of Section 27 of the Employment Act No.5 of 1980. This section provides that:

No contract of employment shall provide for any employee any less favourable condition than is required by any law. Any condition in a contract of employment which does not conform with this Act or any other

law shall be null and void and the contract shall be interpreted as if for that condition there were substituted the appropriate condition required by law.

It is appropriate, for the sake of widening the discourse, to get to the bottom of how malevolent the MoET can go in engaging teachers in precarious employment, much against established labour practices [globally, regionally and globally]. On reading Legal Notice No.147/2009, one is conscious that teachers were given a raw deal in signing on the dotted lines those terms, back then. Let me break down what was provided for.

6A provided that a Local Teacher shall:

- a) be employed on contract terms not exceeding the two [2] years per contract which may be renewed for one [1] year by the Commission if his qualifications are without education.
- b) not be admitted into permanent and pensionable establishment during the duration of the contract save for a teacher whose qualifications have education.
- c) be entitled to remuneration according to the requirements of the post on which he is employed.
- d) be entitled to a bonus equivalent to two [2] months salary at the end of the two-year contract.
- e) in the event the contract is not renewed for one year, be entitled to a bonus equivalent to one month at the end of the contract.
- f) in the event he commits an act constituting a breach of contract or gross misconduct, forfeit all terminal benefits due.
- g) in the event of his death, be entitled to be paid a *pro rata* bonus of the bonus referred to in sub-paragraph [d].

A close read of the above, juxtaposed with what is obtaining on the ground now, boils the blood of any teacher. It is an open secret that the opposite of what is provided here happens in schools, as perpetrated by the MoET. I am certain that most educators do share similar sentiments with me that educators in fixed term contracts are the most helpless ones in terms of exploitation by the employer and their supervisors. One thing that boggles the mind of any troubled educator is: how on Earth does it happen that the MoET casualise a full-time job such as teaching?

Any endeavour to demand for a crystal-clear statistic of teachers in the service would draw blank considering the laissez-faire attitude of the TSC. For the umpteenth time, the TSC has escaped unscathed on the provisions of section 22 of the Teaching Service Act No.001/1982 and Section 184 of the National Constitution No.001/2005 whereto the Commission is required by Law to provide a report of its activities for that financial year. In a typical situation, it is this Report that would come in handy in ascertaining the total number of qualified teachers engaged in fixed term contracts in secondary schools.

I seldom ask myself as to how is it that we have personnel employed at the TSC that fails to nip in the bud the casualisation of the teaching profession? Is it normal for a qualified educator to enter into a contract of employment for ten [10] years with zero contribution for his pension? Is it regular for a workaholic educator that has forty-five [45] periods [average] with a high teacher-pupil ratio of fifty-five [55] learners, working for twelve [12] years for the same employer and not notching? Is it a normal situation that we have thousands of these teachers nowhere near the skewed career pathing in our sector: entitled to promotion, fringe benefits, leave as well as vulnerable to unfair termination of their services? How is all this seen as standard by the MoET?

Judy Fudge and Deirdre McCann, in their book, 'Unacceptable forms of work: A global and comparative study,' posit that in June 2013, the ILO identified "Protecting workers from unacceptable forms of work" as one of the eight areas of critical importance for priority action by the Organization during 2014–15. Unacceptable forms of work are described as comprising conditions that deny fundamental principles and rights at work, put at risk the lives, health, freedom, human dignity and security of workers or keep households in conditions of poverty as is the case in Swaziland with the casualisation of the teaching sector.

It is in the same spirit that in February 2015, the International Labour Organization [ILO] held a Tripartite Meeting of Experts on Non-Standard Forms of Employment whereat [specifically], governments and the social partners were requested to work together to implement measures to address inadequate working conditions, support effective labour market transitions, promote equality and non-discrimination, ensure adequate social security coverage for all, promote safe and healthy workplaces,

ensure freedom of association and collective bargaining rights, improve labour inspection, and address highly insecure forms of employment that do not respect fundamental rights at work. Since May 20, 1975, Swaziland has been a member of the ILO: signing international conventions whilst domestically, a hostile environment is in force for workers.

I am certain that the MoET is alive to the 5th October 1966 ILO/UNESCO Recommendations concerning the Status of Teachers. Besides the recommendation to countries to ensure security of tenure for all teachers [article 45], the ILO/UNESCO Recommendation on the employment of part-time teachers [60], provides that educators employed regularly on a part-time basis should:

- (a) receive proportionately the same remuneration and enjoy the same basic conditions of employment as teachers employed on a full-time basis;
- (b) be granted rights corresponding to those of teachers employed on a full-time basis as regards holidays with pay, sick leave and maternity leave, subject to the same eligibility requirements; and
- (c) be entitled to adequate and appropriate social security protection, including coverage under employers' pension schemes.

Why is it such a tall-order to embrace the above at the MoET? Lest we forget, Swaziland became a member of the SADC upon its inception [as SADCC] 1st April 1980 whereat the Region crafted a Protocol on Education and Training [1997] signed September 08, 1997 committing to promote policies for creation of an enabling environment with appropriate incentives based on meritorious performance for educated and trained persons to effectively apply and utilise their knowledge and skills in developing education. Engaging teachers in short term contracts is surely not an enabling environment for teachers in Swaziland. A compromise would be five [5] years fixed contracts on exceptional cases and a contribution by the employer as exit package for these teachers, not the *pro rata* bonus currently remitted to contract teachers upon expiry of their exploitative contracts. We submit.

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