

**CONTRACT TEACHERS DESERVE BETTER FROM THE MOET**

**O**n Tuesday this week, January 19, 2021, a chill sailed down my spine as I laid my eyes on a horrid headline in the Swazi Observer, **‘Over 2000 contract teachers to starve,’** a story written by one Bahle Gama. To say I was appalled by the sentiments expressed by the Controlling Officer [PS] at the Ministry of Education and Training [MoET], Bertram Stewart, on the status of work of contract teachers whose contracts expired last December, would be an understatement. I was actually driven up the wall.

The PS is on record insinuating that this year [2021], the educators whose fixed-term contracts ended in December 2020 will not have these [contracts] renewed anytime soon considering the uncertainty in the re-opening of schools due to the second wave of SARS-CoV-2. The PS went on ranting that the MoET cannot renew contracts for the sake of paying people who will not be working. That contracts for these educators will most likely be renewed based on whether they will be needed or not. How wicked of the PS!

In the same article, I could not finish reading the thoughts of one Simanga Mamba, the controversy-roused TSC Chairperson, as I expected nothing much from him on issues of teachers’ interests as he has never seen the four [4] walls of the classroom. He is, after all, a barrister. On reading the article, my mind quickly meandered to what the Minister at the MoET, Lady Howard-Mabuza, articulated in the foreword of the Ministry of Education and Training [MoET] Client Service Charter [2020-2026] where teachers are considered as one of the principal clients.

The Minister says: *‘We believe that education is the main pillar of Eswatini’s economic growth and social development. We therefore commit to providing accessible, affordable and relevant inclusive education which is of high quality to our clientele. Our clients are essential to our success; therefore, by having a Client Service Charter, we will be able to keep our clients informed about the services they can access from our departments and sections. This is very critical successfully meet our objectives.’* How chameleonic-stage acting!

It is common cause that the MoET with its recruitment agency, the Teaching Service Commission [TSC] has no regard for the dignity and

status of teachers in Swaziland. The MoET has no regard for the identified dreadful conditions of service of educators even at the point of death. I fathom to understand how a whole education department fails to realise that educators are at the epicentre of whatever objectives the Ministry has. For the sake of this discourse, the MoET, in its Mission Statement asserts that it aims 'To provide relevant, quality and affordable education and training opportunities for the entire populace of the Kingdom of Swaziland in order to develop all positive aspects of life for self-reliance, social and economic development and global competitiveness.' Without educators inside the classroom, this remains an evident deception.

Lest the MoET forget, contract teachers have this tag of being on precarious employment simply because they, as a Ministry, are in deep inertia. If the MoET was not exemplifying turf protection and rationalising the education crisis in the country, the challenges of the Department would be no more by now. It is unfortunate that the blame game at the MoET affects proportionally the educator in the classroom who has to jumble around lack of decent housing, poor remuneration, zero career pathing [vertical and horizontal], precarious employment etc together with an acidic Administration, high teacher-pupil ratio, anxiety and depression [burn out] and other salient challenges etc.

As much as we frown upon the issue of casualisation of the teaching service since we know posts are there in schools, the MoET ought to be reminded that it is an unfair labour practice not to renew an employment relationship under the legitimate expectation doctrine. Not renewing the contracts of these comrades amounts to indirect discrimination unless there is an objective justification. Not renewing the contracts of these educators who have added value to the mission of the MoET amounts to an unfair labour practice. In Labour Law, the principle of objective justification is permitted when discriminating against the employee can show it's a proportionate means of achieving a legitimate aim. There is no legitimate aim by the MoET in deciding to starve the educators, currently.

It should dawn to the MoET too that the doctrine of legitimate expectation, which is applied in all employment relationships, is designed to protect the rights of persons in general and employees in particular to procedurally fair administrative action where any of their rights or legitimate expectations is affected or threatened. A number of labour and industrial

courts have found this doctrine to be capable of applying to employment cases.

I find it eerie to remind the MoET that in labour relations, labour rights inure at three [3] levels:

- i. Pre-employment rights – those rights that arise prior to the start of an employment e.g. rights inuring to job applicants;
- ii. Employment rights – rights arising during the pendency of an employment; and
- iii. Post-employment rights – rights inuring at the end of the employment such as pension rights.

In their reasonable jurisprudence, Courts have pronounced themselves that every employer, including every public body, must be careful not to abdicate or abuse its powers. Many a times, even on Appeal, Courts have made it succinctly clear that employers and public bodies are required by law, at all times, to act in good faith, reasonably and fairly towards people and matters under their charge in all circumstances; and that the law does not permit employers to act arbitrarily. It does not require one to be a Harvard Graduate to be seized with the fact that the MoET PS was out of order to opine that the MoET won't renew contracts to pay people who will not be at work. Really, PS?

From where I stood, the sentiments were way hitting below the belt from an Officer at Senior Management Level as he is. Perhaps it is imperative to note that these comrades have families [some extended] to look after as they graduated with Degrees thus considered as breadwinners in their respective households. They have obligations to fulfil such as the Scholarship Recovery Consortium and policies from SRIC, Old Mutual with fixed premiums as they are not pensionable. They have dreams to achieve. If the government fails to renew their contracts, it will spell disaster for them. The Union cannot afford to let this go on unabated.

Another angle is: if the fixed term contract employee has been working for the employer for more than two [2] years, then there needs to be a “fair” reason for not renewing the contract. Most of these educators have been on contract for more than ten [10] years, with the MoET perpetrating their exploitation of not notching, no exit package [gratuity], no promotions etc.

We know that this exploitation has been going on for some time with some Administrators requesting the contract teacher to report to duty without a posting letter, going for almost six [6] months without pay. This is evil of the highest order. In jurisdictions that promote fair labour practices, there is common understanding that if a contract is not formally renewed, but the employee continues to work for the company, then there is an “implied agreement” by the employer that the end date has changed.

Publishing same on the 5<sup>th</sup> of October 1966, the ILO/UNESCO made a recommendation on the status of part time service [59] that: authorities and schools should recognize the value of part-time service given, in case of need, by qualified teachers who for some reason cannot give full-time service. That teachers 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.

The obligation is upon the MoET to unequivocally embrace what the World sees as industrially proper-not arbitrary action. With schools set to operate in adherence to the COVID-19 National Regulations of twenty [20] learners in a class [for social distancing purposes], extra human resource shall be certainly required in schools when they ultimately open. For a Form 4 class of sixty [60] learners, as it is the case in schools in the country, that will require an additional three [3] learning rooms. A single teacher per subject cannot be expected to meaningfully conduct effective teaching in such conditions [extra load], regardless of the pedagogical approach applied or compressed curriculum thus the need for additional human resource. We submit.

For comments and feedback, send to [motsamcolisi@gmail.com](mailto:motsamcolisi@gmail.com) or +268 7606 5972.