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Employment Rights Policy Unit
Department of Jobs, Enterprise and Innovation
Davitt House
Adelaide Road
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4th January 2016

Prevalence of Zero Hour Contracts and Low Hour contracts in the Irish Economy: Consultation regarding the Key Findings and recommendations of the University of the Limerick Study.

Response of the Teachers' Union of Ireland

Dear Mr Lockhart,

The following is the considered response of the Teachers' Union of Ireland (TUI) to the Consultation Document.

In general terms the TUI welcomes the study and regards the findings as balanced and fair, particularly in respect of the examination of the extent and manner of use of "Zero Hours" and "If and When" contracts.

However, the study is somewhat slight in its examination of "low hours contracts" and, as a consequence perhaps, the findings and recommendations in this regard are, we believe, inadequate. Specifically, the absence of a recommendation for a robust, mandatory mechanism for the augmentation of existing part-time contracts (either fixed-term or Contracts of Indefinite Duration) is particularly disappointing. In the Education Sector, existing part-time teachers, lecturers and/or tutors are frequently - routinely, in some employments - denied access to new hours that become available in their subject areas/disciplines, with the employer choosing instead to engage new employees on low hours. The study seems, in our view, to under-estimate the corrosive effect on school/institute culture, reputation and effectiveness of this practice and to ignore entirely the damaging effect it has on the quality of the service to students/learners.

We also note that, at various points in the analysis of the Education Sector, the study seems not to take adequate account of the fact that programme delivery (in terms of teaching/lecturing hours) comprises merely the public or manifest element of working hours that, of necessity and in practice, are a multiple of the quantum of delivery hours.

The observations of the TUI in relation to the Key Findings, in numerical sequence, are as follows:

1. The finding (Finding 1) is broadly accurate. However, neither the “Zero Hours” nor the “If and When” contract type captures fully the experience of TUI members in the Institute of Technology sector who are on Variable Hours contracts (involving a contractual commitment to make oneself available for work).
2. The finding is broadly accurate. However, it is the contention of the TUI that the “If and When” element of the hybrid arrangement is in many instances an abusive contrivance that is used to deny part-time employees access on a permanent basis to additional hours that are viable in the medium to long term.
3. The observation in relation to 2 (above) applies.
4. The finding may well reflect the view of employer organisations. The TUI disagrees with that view and notes that Key Finding 15 sets out the lived experience of the majority of employees in regard to “If and When” hours. Neither Key Finding 4 nor 15, however, adequately describes the damaging effects of “low hours” on employees, which include
 - sharply increased vulnerability in their relationship with the employer
 - the absence of or diminished credit worthiness
 - the perception of being undervalued, alienated in the workplace
 - poor morale
 - income poverty
5. The finding is broadly accurate.
6. The finding is broadly accurate.
7. The finding is broadly accurate.
8. The finding is broadly accurate.
9. The finding is broadly accurate. There is a particular challenge in establishing a definition that comprehends the nature and extent of the work of teachers, lecturers and tutors in the education sector where the public, delivery element of the work comprises only part of the total work and where other significant elements of the work are frequently underestimated.
10. The finding is broadly accurate.
11. The finding is broadly accurate.
12. The finding is broadly accurate.
13. The finding is broadly accurate. However, it is the experience of members of the TUI that, in some employments in the education sector, the use of “If and When” contracts is driven largely by a desire to “command and control” employees. The union believes that this abusive practice should be included in the listing of “key factors”
14. The finding is broadly accurate. However, the TUI contends that, in the education sector, any perceived advantage of “If and When” contracts is largely illusory. In Institutes of Technology, their use damages institutional reputation and the quality of service. At second level, staffing levels are set centrally by the metric of the pupil-teacher ratio and the growth of a cohort of under-employed teachers on low incomes in permanent positions (by virtue of securing CID entitlements) will inevitably give rise to significant industrial relations difficulties at both local and national level.
15. The finding is broadly accurate. The finding does not however deal with the negative implication, including long-term income poverty, for individuals working predictable, stable low hours (as distinct from “if and When” hours)
16. The finding is broadly accurate.
17. The finding is broadly accurate.

18. The finding is broadly accurate.

The observations of the TUI in relation to the Recommendations are as follows:

1. The TUI considers the recommendation to be proportionate and appropriate.
2. The TUI considers the recommendation to be proportionate and appropriate.
3. The TUI considers the recommendation to be proportionate and largely but not wholly appropriate. In the education sector, because of the nature of the school/academic year (1st September to 31st of the following August) and the structure of class/lecture delivery periods (three terms at second level and two semesters at third level), the suggested reference period (Recommendation 4) of “the previous six months” would not be practicable. The reference period for the sector should be whichever of “the previous school/academic year” or “the current school/academic year” better suits the circumstances of the particular case.
4. See the observation regarding Recommendation 3.
5. The TUI considers the recommendation to be proportionate and appropriate on the assumption that “unforeseeable” is intended to comprehend only such circumstances as an employer cannot reasonably have foreseen.
6. The TUI considers the recommendation to be proportionate and appropriate.
7. The TUI considers the recommendation to be proportionate and appropriate.
8. The TUI considers the recommendation to be proportionate and appropriate.
9. The TUI considers the recommendation to be proportionate and appropriate providing that the current norms and maxima that apply to weekly lecturing and teaching hours, respectively, are not exceeded.
10. The TUI considers the recommendation to be proportionate and appropriate.
11. The TUI considers the recommendation to be proportionate and appropriate.
12. The TUI considers the recommendation to be proportionate and appropriate.
13. The TUI considers the recommendation to be proportionate and appropriate.
14. The TUI considers the recommendation to be proportionate and appropriate.

Other measures that Government should consider

The TUI believes that the Government should consider appropriate amendment to the Protection of Employees (Part Time) Act 2001 and the Protection of Employees (Fixed Term) Act 2003 that would make it mandatory for employers to offer additional hours that arise to suitably qualified existing employees on part-time contracts (fixed term contracts or contracts of indefinite duration) in the first instance.

TUI's consultative and decision-making structures

The views set out above are those of the Teachers' Union of Ireland which represents in excess of 14,500 employees in teaching, lecturing, research, tutor and academic management grades in the second level, further and adult education and third level sectors of the public education system.

The views of members were gathered through the union's representative structure and at the union's decision and policy-making fora - including, in particular, the TUI Annual Congress and the national Executive Committee. In addition, the issues of zero hours, variable hours, “If and When” contracts, low pay and the casualisation of the teaching and lecturing professions have dominated the union's agenda for several years and have been the subject of extensive

discussion by members at properly convened meetings of the union at local (institutional), Branch and national levels. Moreover, in accordance with the policy established through the union's consultative and representative structures, these and related issues were raised by the TUI at the national and sectoral discussions that culminated in the Haddington Road Agreement and at the talks that led to the Lansdowne Road Agreement.

Yours sincerely,

John MacGabhann
General Secretary