

**Annual General Assembly  
February 23rd  
NUGW's Nambu office  
in Shimbashi  
Members are encouraged to  
attend  
AGM will be from 5 to 7 pm  
Elections for officers**

**Being sick: at work, going home early,  
staying home**

There seems to be some confusion between a receipt and a medical certificate. A receipt is the paper that shows how much you paid at a clinic and the doctor's certificate is usually a note costing 2,000 to 3,000 yen which is required from the second day of illness. (The company will reimburse you for it.)

A doctor's note is required from the second day. The MoI can ask for a receipt from the first day- it is up to his/her discretion. If your MoI is demanding a doctor's note from you on the first day of illness then the MoI needs a policy refresher course.

Some things are "illness" related like menstruation leave- does that also really need a trip to the clinic?

Then there is the other side to the coin- students showing up so ill they really shouldn't be there for their own health and the health of the staff and teachers?

You have to choose between:

- a). not teaching a sick student and remaining healthy or
- b). teaching a student and losing a few days' wages and benefits when they make you sick.

What choice do you make?

If a student is so ill you feel uncomfortable teaching them, go to the LC Manager and explain it - have the Manager make a judgement call.

Berlitz has posted memos to students about being ill in the past. MGT should do so again.

If you are ill at work and need to leave work, inform your MoI before leaving. You cannot be forced to stay at work until they find a replacement teacher. If this happens, call MGT at Human Resources.

**Billing for unpaid work: It can be done!**

You should not be doing work on a break unpaid.

The LSO issued a directive in January that Berlitz pay back wages to a union member. The amount of back pay is 196 lessons worth of time. Berlitz has until March 14th to comply.

Here is what it means:

**For back pay adjustment of up to 2 years**

Union members can apply to negotiate through the union .

Non members can negotiate directly with HQ.

**For overtime work pay adjustments**

Union members can apply monthly

Non union members can apply monthly

Employees can submit a timecard for current unpaid wages. The template is available through the union or you can ask members.

For example:

If you have to log in copious amounts of data on out services after a lesson then you can bill MGT.

If you are travelling 47 minutes and MGT is only paying you a single unit, you can bill them for those 7 minutes, they cannot use your lunch break for travel time.

You can bill for Kids prep time.

If they ask you to meet a sales person before a new outservice 15 minutes early, you should be paid. The same goes for spending a few minutes with your boss discussing new lessons or material. It is work related, they should pay you for it.

If this has happened to you in the past 2 years and it is mentioned in email schedules you kept or days sheet copies, you can claim back pay adjustments. Statute of limitation is 2 years.

**Issues with the iPad**

Here is a list of problems with the iPad:

- \*Chronic system errors
- \*Longer backup time
- \*Cables need to be numbered-union member at Shinagawa numbered them there
- \*Spending all of the break filling out the iPad.

Not so funny things that happened with iPad:

- \*Visiting teacher (to Shinyuri) with no day sheet on iPad
- \*Visiting teacher (to Shinagawa) without current password
- \*Teacher (at Shinagawa) with 10c lessons on day sheet but 11c's on the board.

**(Continued on other side→)**

## **(Continued from other side)**

\*Methods not showing up on the schedule board (Shinagawa)

\*Lessons disappearing after being taught (Shinagawa)

\*Systems errors requiring an iPad swap out on break (Shinagawa- 5xs)

If you have any others, we'd like to hear about them.

## **Posting on the internet**

We asked at the last collective bargaining for an internet policy or internet guidelines.

Some employees are unaware that while we log onto the system with our IDs, when we use the browser we are still within the company system. So while we are logged into our own email account on the company system, we are now opening up our correspondence to company IT surveillance. From time to time the system audits itself and takes what amounts to random snapshots of activity. If our email or browsers are open whatever is on that screen is effectively saved within MGT's system- basically turning our private email into postcards for whomever to read. Think about it.

MGT should be informing us of what they expect of us and what the system actually does. It is your right to be informed. That is all the Union is asking MGT for in this issue.

Other companies have their employees trained on IT related security issues and signing IT releases. Now that we have joined the ranks with appeware we should also be properly informed.

It is time for MGT to formulate a workshop and get the word out.

## **LMA issue about financial health of company-the real non-disclosure**

Why is MGT insisting on Japanese as the basic language? ("In the case of discrepancy, the Japanese version will take precedence." You sometimes see it in memos and contracts.) There shouldn't be any discrepancies.

Having the union sign in a language we do not understand with MGT of whom many are also non Japanese means we are removed from the control of a common language. That's right, we are giving up control.

MGT's side is worried about discrepancies in language. It should be fixed before signing. Second, when Begunto was initially founded it was as a union of Other Languages teachers. English was MUTUALLY AGREED upon as

the common language because MGT did not speak Spanish, German or French. It seems odd they insist we have this clause in an LMA.

Japanese was never MUTUALLY AGREED upon. In the last collective bargaining on January 20th the lawyers stated they (MGT) wouldn't sign the LMA unless the Japanese precedence clause was contained within. (We have the recording.) Isn't that a refusal on an LMA? During the rest of the CB the lawyers tried to get our side to say we would refuse to sign. We didn't say it.

The lawyers went so far as to say it would be easier to have Japanese as the first language. Easier for whom? Easier for them.

We just want to work in a language we all understand. There shouldn't be discrepancies in Labor Management Agreements (LMA).

## **Follow up to Cosmos being down on Saturday: Yes, there is work on breaks.**

When the system was down on Saturday, Feb 1, some teachers decided to log in their info to see how much work was being done on breaks.

The union will use this to negotiate for members who seek a pay for back wages as a contrast between what we had to do in the past and what we will be expected to do now with Cosmos. Non union members can also claim adjustments using detailed documentation.

For example:

- \*Notation on a few cards was incorrect and necessitated a trip to the front desk between classes to find out what material needed to be taught
- \*Hand over with other teachers also cut into the break
- \*Looking for cards and books-availability of texts
- \*Bringing back books after a lesson with the card
- \*Replacing books
- \*Taking students cards back to the staff room on breaks
- \*The student waited until after the bell to ask questions about homework

All these activities ate into the 5 minute breaks as well. Some teachers noted as few as 5 to 6 minutes for the day. Another said it was over 15 minutes.

This Saturday teachers will again be logging in time, we want to show how much work we still have to do with Cosmos. **(Start other side→)**