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### AGM held

Begunto rejects the 50/60 contract at the Annual General Meeting January 24, 2016.

The work on five minute breaks is one issue the 50/60 contract is another.

MGT has not moved enough so the union membership feels it will degrade our working conditions.

### Retraction/Correction

Donation was made for the Shakai Hoken Court Case. Last newsletter it was stated that the donation was made for the Back Pay for work on unpaid time court case currently against Berlitz Japan Corporation.

### Court Case

Court case was held in Kasumigaseki at Court in room 823 from 11:30. The judge asked us if more people plan to attend because we need a bigger space.

In the next session their could be testimony. If you have ever wanted to see a court case in Japan, here is your chance. It is March 17th 4:30. We meet on the 13th floor in front of the Office of Civil Division District 11 and then head down to the 12th floor meeting room. Attendance is crucial. Try by all means to attend the meetings.

Before the date, the judge asked the lawyer to get a list of plaintiffs who were attending, Many attended, a few couldn't because they were away or sick. Some had work they could not get out of for the court.

### Members cards being mailed out

Keep your eye open for the Begunto envelopes, your cards are going to be inside.

### Cancelled CB

The original Collective Bargaining was to be held on the 18th at HQ. The snow delayed the Management side coming into work for the 11:30 CB, but the union was there ready and waiting.

MGT begged off saying they didn't have everyone in for the collective bargaining. It was rescheduled.

### Rescheduled

The CB finally got underway on the 25th, which was after our Annual General Meeting. At the AGM the membership voted to eject the 50/60 on the grounds that MGT has not made enough movement on securing current employees' working conditions in the new contract.

Keep in mind, MGT unilaterally forced this on us.

Every ten years MGT comes up with a new contract that requires more work. How come they now count the work we do in the breaks and before class but won't recognize work we have always done outside of the lesson?

The union awaits MGT's offer for the next Collective Bargaining.

### Save your medical receipts and OTC receipts for a government tax refund.

Ready to make a couple yukichi?

If you have your gensenchoshuhyo (yearly tax statement from) & you have racked up over 100,000 yen in medical receipts of doctors visits & prescription costs, you can claim a refund. You can also include regular over the counter medicine related purchases like gargle, bandaids and OTC cold medicine. The receipts need to be collected and itemized. You can also include transportation to and from the doctors. The refund depends on how much you accrue in costs, but you should expect at least 10% as a refund.

### Too Much Info?

Does the company have the right to divulge your personal information to a client?

Your past work experience/your current other job - does the company have the right to tell students about that? (Maybe Berlitz should mention you have to have that job because you aren't getting enough lessons at Berlitz and have to work elsewhere?) What about your marital status or your nationality?

In the past we have asked Berlitz in Collective Bargaining not to divulge personal information which included middle names as it makes it easier for students to search for information on the internet. To date, Berlitz will still give students a list of instructors, the list has your middle name on it.

### Information Security:

#### Benesse Driven Security Policy means Benesse policies are reinterpreted for Berlitz Japan

In information security training we are told to take the iPad from the classroom. Some LCs say you don't have to, others say you do. What happens when you travel from one to the other and you accidentally/inadvertently leave the iPad in the room in an LC that doesn't allow you to leave it in the room? Are you supposed to call ahead to confirm the security status? Do you ask other teachers or chase down a manager?

Face it, MGT tells the union it can leave it in the room because we are suing for doing work on the customer break. It isn't our break, we still have to work. So Berlitz MGT in collective bargaining says it's ok to leave the iPad in the room. For now.

The issue is some iPads do not have the automatic lock engaged so if you leave the iPad in the classroom it is not secure.

MGT is telling the Union that carrying the iPad to and from the classroom is not work. We said it is,

**Information Security: (continued)** work when you tell us to do something on a break. MGT then said we could leave the iPad in the room.

There is confusion & non-standardized treatment of equipment which could lead to customer info leakage.

**My Number; Only 70% of our employees are registered.**

You may or may not have seen the memos. Berlitz outsourced the processing of information to a third party company. (Many companies in Japan have one designated employee do the rounds and physically collect the information. The good point is you know who has your info & the chain of activity is transparent. The bad point is one employee or a few are removed from other tasks.)

At Berlitz we are required to go to the post - that would be on our unpaid time - to mail the envelope. So you might miss out on a lesson or two.

#### A Big Favor

**The judge at the last court session brought up a posted memo called "the Cheat Sheet."**

If you see any memos in your work place which specifically mention doing work in the break time, before the lesson or after the lesson or in your free time...please send us a copy.

**In Case You Forgot...**how the 5 minutes of recognized work came about

**January 2007** Begunto Shunto Demand made for payment of work done in the 5 minute break

**September 2013** A Begunto (Tokyo) union member in sent in a letter outlining work done out of lesson time and asked the company to pay for one month.

The company declined to pay.

The instructor went to the Union and with Nambu (National Union General Workers) to the Labor Standards Office (LSO) in Mita in December to file a claim for unpaid wages of the month.

**January 2014** The LSO mentioned to Berlitz that work had been done and Berlitz should pay for the month and the LSO levied a 2 year statute of limitations making it 24 months of payment. The company refused to pay.

**July 2014** the LSO was asked to go to the company on a Saturday or Sunday when the school is the busiest to inspect the work place. The LSO chose a Thursday instead. The LSO said there was no work being done - at a quiet time.

**October 2014** The Company unilaterally sends out letters to employees outlining changes which will change the work structure to recognize work done in the 5 minute breaks in the future but recognizing none of the work previously done. **Proposed implementation 2015 March.**

The Union protests the unilateral move without proper negotiation. Begunto wants to establish guarantees to employee work security. **Berlitz states they will change the system in March 2015.** Part of this is the unit reduction to reflect work done in break time.

**January 2015** The Osaka Union (Begun) threatens to strike. Begun sent in strike notification.

**Berlitz unilaterally reschedules the timetable for changes to work which include work in the five minute break to later in 2015.**

**February 2015** Begunto members choose to take Berlitz Japan to Tokyo Summary Court to claim for back wages. The first step was the union lawyers sending a notification for the company to pay back wages. The claim lists work done between lessons, before and after lessons for a period of 2 years from Feb. 2013 to Feb 2015.

**August 2015** The court case was filed in Summary Court.

**December 2015** The case sees its first session. **Berlitz sets start as March 2016 for new contracts.**

**January 2016** Berlitz Backwages Lawsuit appears in Mainichi Newspaper. Second Court Session held.

Berlitz tells the Shakai Hoken office work is never done in breaks. Therefore any break time is just that, break time. It doesn't qualify for social benefits.

When you are asked to work by staff, or expected to work - if you follow the guidelines of the IPE for "exceeds expectations" to receive a better pay grade, Berlitz gets the benefit of your work, but you do not receive recognition through pay & benefits. If a student stops you in the break to ask questions about homework, texts or lessons, you are not working according to Berlitz. MGT claims you need to get authorization from your MI to talk to the student - without that authorization it is not work.

So if your MI is telling you Begunto is delaying the payment of work in break time, that isn't right.

Begunto wants Berlitz to pay you for your work as breaks are student breaks, teachers still have to carry the iPad & materials to and from class and prep, etc.

We've had the demand for recognition of work as a union demand for several years. It is something the Union has been working on for a long time.

**Does earning Per Lesson mean you should be treated as second class employee?**

Our biggest complaint is **contract** break time is treated as a better than 10% increase in pay we feel it should reflect time to pay of 12.5% = 5 mins/40 mins) The **PL** increase is only a 4.7% increase a best - or 3.4% at worst) for the same work in the same place.