

# Begunto Newsletter **March** 2015



The results of the 2015 BEGUNTO elections are as follows:

Paul Kennedy	President
Paul Baca	Vice President
Yancey Co	Treasurer
Chris Power	General Secretary
Paul Farmer	Auditor
Vice President 2	Vacant
Other Lang Rep	Vacant

## **Manager or Menace?**

(From a recent Berlitz General Union Osaka news letter)

“Berlitz Japan operates under the simple structure of a hierarchical organization whereby immediate superiors communicate and command their immediate subordinates. When a superior behaves in an ethical manner within the confines of a clear set of company work rules, this structure can be highly efficient and maintain strong employee relations for the benefit of all. However, when self serving interests and a bending of the rules surface, the hierarchical business model can create an environment of distrust and shady work practices.

## **Manager or Menace?**

The Berlitz Branch does not currently have a clear policy on monitoring the actions of MIs at each Berlitz Language Center but is kept well informed through both positive and negative feedback from members.

There is a clear correlation between the high number of grievances coming from members at LCs where a bending of work practices as laid out in the Berlitz Work Rules and associated Policies and Procedures Manual is being implemented on a regular basis.

The relationship between a Manager of Instruction and Instructors can make for an effective and harmonious environment or a sticky pit of putrefaction that can reduce the LC to a fragile house of cards.

## **House in Order**

While dynamics offer a broad spectrum of MIs, here are three typical patterns.

- Balanced individuals with people skills who make a sincere effort to adhere to policy and balance the requirements of superiors and subordinates.
- Generally balanced individuals who over zealously put the requirements of superiors above all else to the detriment of subordinates.
- Misdirected or unqualified individuals who put their own needs first and lose sight of ethics.

We appreciate MIs who maintain a well balanced LC and challenge the less harmonious LCs to reconsider practices with a view to building an environment of fairness and trust.

We challenge upper management to reduce the number of grievances by

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(House in Order continued)

removing any grey practices (floating contracts, CTL abuse, method allocation dispute) to ensure MIs are not placed in a position where upper level requests are creating unfair practices.

We have always attempted to resolve issues internally but with each new generation of MI, the same issues continue to reappear due to temporary short term fixes. To ensure the new generations of members are kept informed, we shall begin to publicise grievances that are not given the long term fixes they deserve.

## **Do contracts have to move?**

(from a Begunto flier)

Find the excerpt from an HQ response to the Union about employees never expecting to move their contract.

The union demand:

“A system to expedite requests to change schedules to **consecutive days off**.” Mgt’s response in their letter dated August 16, 2013:

“A contract is a signed agreement between an employee and the Company. Under the terms of the contract the employee is available and provided his/her labour to the Company as stipulated in the contract and the Company pays the employee and provides the working conditions as stipulated in the contract and work rules.

“At the time of employment the employee agrees to actual contract

workdays and as such **there should be zero expectation that contract workdays can be changed one-sidedly**, within a time frame, or ever as contract days are placed where the company has a need for instructors. Even if a different employee resigns it may not be possible to give other employees the same working days or times.

“While we understand that employees may want to have two consecutive days off a week it may be difficult for the company to meet this request, especially in small Language Centers, therefore the company respectfully rejects the demand to implement a system to expedite requests for consecutive days off.” (end of their comment)

When you started working in your LC, you should have been given a template showing the contract hours you would need to work. They would be listed as “C” units and then anything else you wanted to teach would be your extra availability.

Your “C” lessons are your contractual obligation, and they should be set. 20 PTG should have 20 nonmoving “C” units each week. 40/40 Instructor contract will have 40 units of fixed “C” units.

The company cannot float/move your contract units around without your consent. No excuses of not enough lessons, they can give you prep time or material development units. There is a n LMA for 5 non-teaching units in a 40/40 instructor contract so each teacher with 40 “C” units should be

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(Do Contracts have to Move continued)

teaching only 35. (LMA August 19, 2005)

If it has been floated in the past and you want it stopped, send your Manager of Instruction an email stating your contract time is fixed and you want it to be kept that way- no more floating. The email is proof.

The right to float a contract is yours as the employee, not your manager's. You do not have to if you do not want to. Berlitz operates as a company, not a charity non-profit. If they ask you to work, they should be paying you.

According to a management letter dated September 17, 2013

“Please note that **we do not require nor expect our instructors to work during break times.** The breaks between lessons are important and necessary in order to allow our instructors (and our customers) to take a break from the fast paced Berlitz lesson.

## **Do contracts have to move?**

“Note that any work that needs to be performed outside of your Normal Working Hours and requiring additional payment may only be done upon the approval or by the request of your supervisor as stated in our Work Rules Article 15 (3).”

So if they are asking you to do anything on a break/unscheduled work time, you should be paid for it. That could be anything from meeting a sales person before an out-service lesson to filling out student evaluation

forms or follow up to a lesson or anything else.

It is that simple.

## **On Hold but NOT Forgotten**

(From a recent Berlitz General Union Osaka news letter)

## **Background To Recent Events**

On October 28th, 2014 instructors received a personalized hand delivered letter outlining a set of changes to their contracts as well as notification of a new Full Time Instructor Contract. The Berlitz Branch union contested the arbitrary changes in collective bargaining on a number of points:

The announcement of arbitrary changes was made public without any preconsultation which we feel violates one of our union and company collective agreements.

The changes were offering an overall pay increase of approximately 2.9% for an extra 12.5% work time and did not resolve linked outstanding issues that were still pending.

A significant number of instructors became concerned that well established work practices; National Holiday Allowance, Sunday Rate, Commutation Allowance, and the introduction of a degrading contract were introduced as part of a clawback action.

After NO progress was made in collective bargaining between the Berlitz Branch members and management, we served notice that a

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strike mandate was approved with a February 1st, 2015 deadline to begin the dispute. Prior to the deadline, we are happy to announce that the company took its plans for clawbacks off the table. We're confident that a tripling of membership and a positive strike vote played a big role in having the company rethink its unilateral proposals. Since Berlitz has made this move, union members are continuing to negotiate with the company.

What happens now?

The strike has been postponed, but not cancelled, and we are hoping to win our demands to improve wages and working conditions at the bargaining table.

What can you do?

Members can continue to have a voice through our various modes of communication and are actively encouraged to volunteer for our bargaining committee. This allows all members to direct our actions and be part of the decision making process. The Berlitz Branch is simply you and your colleagues, backed up by General Union members in language schools, universities, and other workplaces across Japan.

Management has set up an e-mail address for you to send any questions at [teach@lc.berlitz.co.jp](mailto:teach@lc.berlitz.co.jp)

For Berlitz Employees in Tokyo, you can go through your union, Begunto [begunto1@yahoo.com](mailto:begunto1@yahoo.com)

## **Where Begunto is so far:**

Each January we here in Tokyo at Begunto have our Annual General Meeting (AGM). We deal with Shunto (Labor) Demands, Voting for Execs, and following up on other items. It is part of our legal obligation under Trade Union Law to have this meeting. Shunto demands are democratically voted on items that the majority of the union supports.

3 times a year the union has Union Assemblies (UA). Shop stewards discuss localized issues and vote on items which the union will address with management in Shunto Collective Bargaining (CB).

The Union submitted the 2015 Shunto demands in January. The 2014 demands are still on the board. So the 3% wage increase demanded last year is still being negotiated along with the 3% for this year.

One key demand that we have had since 2007 was pay for work. Basically those on shakai hoken and those people tasked with many off schedule duties need to be paid for the work they do. The majority of union members agree with this and voted we demand payment from MGT.

We have demanded this and in the past 7 or 8 years MGT has always said "No." in negotiations to paying us for work done outside class time. Their reasons being: it doesn't exist as work, we have no way to know if you work, it is a toilet break, etc.

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(Where Begunto is so far continued)

The union membership May 2013 in a UA voted we press MGT for payment.

## **Unpaid wages:**

I prepared time sheets (nippon) to show the Labor Standards Office (LSO) at Mita (local city government office) that work was indeed done in break time. In December 2013 I submitted my claim to the LSO. They told me to send a demand for payment for August 2013 to Berlitz again using their format. Berlitz refused. They informed me in January 2014 my claim was substantiated by the LSO and contacted Berlitz to pay not only the one month but for 24 back months as well-the claim was approximated at 500,000 yen in back wages for 7-8 units of work each month. Berlitz refused. The LSO set three more deadlines and each time Berlitz refused. The LSO made a surprise inspection on a day with little lesson activity and found that in a near empty school no work was being done on break time. (Originally we asked them to come on Saturday or Sunday which are high density days, the LSO officers declined because those were their days off.) **The LSO stated if we did not accept the finding of the snap inspection, that we could take Berlitz to court and demand back wages.**

Other teachers also sent in demands for back pay to the company. Berlitz also responded with the same boiler plate response of not expecting work from teachers in break time.

## **Our legal right:**

Our parent union is the National Union of General Workers (NUGW) at Nambu (Tokyo South)- we refer to it usually as NUGW or Nambu.

Their president, Mr. Hiraga has told us that the company is responsible for controlling our work. They should not make you work in break time, because it is supposed to be for rest and is not recognized as work. However when you are required to work in a break, the company must pay you- it is a legal requirement. This is what the union is pursuing- that the company pay us for work related activities. This is our right.

We have not begun litigation yet-that is the court system, so if someone is telling you it was already solved and litigation was already done-they are misinformed. Litigation is a venue we can pursue. The court is a higher level than LSO. If someone is saying it has been litigated already they are in error.

## **The union position on 50/60**

As to the demand for not having a 50/60 contract, that and the back pay problem are two separate issues.

They share one commonality. The union sees the break as being used for work and wants it treated like work. And suddenly so does MGT. After years of telling the union teachers never work on a break, they want us to work on a break. So recognize that we have always been expected to work on a break and pay those who want to be paid.

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The big difference is that the union opposes the 50/60 contract because MGT will use this to swallow up per lessons that per lesson, mg and ptg teachers would normally teach and have taught before the contract is introduced. The 50/60 contract will take away from the big per lesson pie that is available to the teachers who already work in the company- which we see as a diminished labor condition. It is something we want to fight against.

The company says they need to attract more employees. The new contract doesn't make sense as it makes new employees come in early, stay late and teach far more lessons than the current 40/40 for not much more money. (165,000 yen more a year for the new 50/60 but no CTL, no completion bonus, a floatable contract but you will get 3 sick days and 3 personal days.)

## **50/60 is unacceptable:**

Unless MGT guarantees that there is a cap on lessons - say 35 lesson a week to teach maximum and that per lessons will always be made available for teachers in per lesson time, we cannot accept the new contract.

Currently MGT has a loosely worded (Labor Management) LMA saying 40/40 teachers teach 35 lessons but might teach more do to the business situation of the school, but most times the lessons are just put there with no attempt to fill those 5 units each week with methods or offices or development time.

Union members are encouraged to support the union in defeating this move by MGT to save money at our expense.

## **Increase the base pay with an across the board raise for all:**

Our wages go up and down if there are lessons. Our wages never really go up by much with MGT stating each year the past year was a difficult year. They have been saying that for decades and the truth is inflation and increased taxes have made our wages miserable. The company should recognize that professionalism and loyalty are not commodities an employer just gets by snapping fingers. 250,000 yen a month doesn't buy the same as it did in 1997 in Japan. And what will MGT do when new teachers get hit with their first residents tax bills one year after they start working and people realize more is taken out of salary? Watching your second year's take home pay equal less than your first year's doesn't help employee retention.

**It's time for MGT to bite the bullet, open their wallets and shell out more cash for those of us who work and work hard for the company. Our message to the company is simple.**

**“Respect us and treat us fairly.”**

[begunto1@yahoo.com](mailto:begunto1@yahoo.com)