

Voice

National Union

News from the General Union (Kansai & Tokai), NUGW Tokyo South, Fukuoka General Union

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Summer 2007 Edition

Nova teachers across Japan demand job security

The NOVA union of Staff and Teachers (Tokyo Nambu – NUST) and the General Union NOVA Branch have recently made the TV and newspapers regarding their demands for employment security.

NOVA's problems do not start with their recent punishment by the government, but actually started long ago with NOVA's constant refusal to follow the rules of business and the laws of Japan. On the labour side, this led to the formation of unions in Tokyo and Osaka. The un-

ions were forced to battle with NOVA to win such basic rights as paid holidays and unemployment insurance, and the union's continued dispute regarding NOVA's failure to enrol teachers into health and pension insurance (*shakai hoken*).

NOVA union members have also started demanding an end to the one year contract scam which allows employers to eliminate workers by simple non-renewal of contracts. Both unions have now formally demanded automatic renewal of con-

tracts so as to stop the company from abusing the right of non-renewal and allow teachers to stop fearing retaliation from NOVA.

NOVA has only one way out of its current crisis, and that is to reform itself which doesn't look possible under their current management.

A new NOVA which respects the rights of its workers and students would have a transforming effect upon the entire industry. This transformation is what both unions demand and will fight to achieve.

Unfair labour practices at Berlitz-ELS

In 2006 Berlitz Japan sold the Sapporo Learning Center to ELS Japan. At that time we all became new employees of that company with one year contracts. A number of us felt that we were now vulnerable in a way that we were not while at Berlitz Japan. For one thing, ELS had no teachers union. We decided to change that and formed an ELS branch of NUGW Tokyo Nambu. It was a small branch with only four members. Our union was declared on September 8th, 2006. In our original posting we said, "All members of the ELS branch are fully committed to making our school the best possible for all involved, stu- (See 'ELS' – pg. 2)

GU anti dispatching campaign makes the news

On March 24th the General Union took its campaign against the dispatching of ALTs to Boards of Education to the mass media. We held a press conference attended by 4 TV companies and over a dozen print journalists at the Osaka Prefectural Board of Education (BoE) Press Club. Reports were aired several times that day and most national newspapers, including the English language Daily Yomiuri carried reports. The following day saw over 120 members of the Osaka Union Network descend on the BoE offices to protest the dispatching and to demand direct hire of ALTs in public schools as part of the annual Spring Labour Offensive Day of Action.

History of anti dispatch campaign

In January 2007, the General Union conducted a survey among the Boards of Education of all cities, towns and villages in Osaka Prefecture to assess the employment conditions of ALTs. Over the past 5 years the boards have moved away from direct hiring or using the JET programme, and outsourced ALT positions to private companies, such as OTC, Nova, Zenken, Interac, etc. The GU survey confirmed that direct employment—usually via the JET program—is now only to be found in the smaller towns and cities of Osaka. More alarming however, is that 23 cities and towns replied (See 'Protect jobs' – pg. 3)

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National Union of General Workers

Protect jobs - stop outsourcing

that they were using 'Ukeoi' (sub-contracting) contracts. If this is indeed the case, it is a violation of the Law for Securing the Proper Operation of Worker Dispatch Undertakings and Improved Working Conditions for Dispatched Workers (hereinafter 'Worker Dispatch Law'), while only 3 cities answered that they were using 'Haken' (Worker Dispatch) contracts. Cities and towns using improper contracts is not a new issue in Osaka Prefecture. In September 2004 the Osaka Labour Bureau provided guidance to all BoEs that using 'Ukeoi' for ALT positions was inappropriate. On February 17, 2005, the Ministry of Education, Culture and Technology

(MEXT) also instructed boards nationwide to ensure that contracts and actual conditions for outsourced ALT positions met the requirements of the Worker Dispatch Law. An ALT position is one that fundamentally involves team teaching, with the ALT working in an assistant role. MEXT also strongly believes that for proper classroom control and management it is necessary for ALTs and main teachers to work together. The Ministry even clearly advised school boards that the kind of contract entered into is irrelevant: when the school or board gives work directives, as in the case of an ALT, this falls under the Worker Dispatch Law.

Tokyo Nambu sues Berlitz-ELS

dents, staff, teachers, and management. But we strongly believe that for workers to feel they are truly a part of the organization there must be inclusive dialogue and the observance of Japanese labor law before any decisions are made affecting the welfare or working conditions of the employees." At collective bargaining in January Mr. Sakurada, the COO of ELS, was asked about contract renewal, his immediate reaction was "Sapporo Berlitz is doing well. It is us who should be asking teachers to stay." Then in February, union member Dan Miskelly was fired. On March 1st the rest of the union members were informed that their contracts were not being renewed. No real reason was given. We were told that we didn't fit ELS' vision of the future. We did not accept this and have been fighting for our jobs ever since. And not alone. We have had the support of Union members in Tokyo and Sapporo. Students and friends have helped us to demonstrate in front of the school. And the union in Tokyo continues to meet with ELS management. Unfortu-

nately, those negotiations have not gone well. In fact, ELS has never met a single one of our demands at any time. The only thing we have been able to negotiate is a date to meet for collective bargaining. The Sapporo Four have taken their fight for reinstatement to the Hokkaido Labour Relations Board (Labour Commission), where a suit was lodged against ELS Japan. The union is asking the Board to rule on unfair labour practices at the company's Berlitz-ELS Language Centre in Sapporo, where all four union members were dismissed at contract renewal time this year. With the support of the Sapporo-based Rentai Roso union, members have been holding demonstrations and leaflettings regularly since the March firings. Action is scheduled to continue, letting the public know what is actually happening behind the joint Benesse-Berlitz-ELS sign-board.

find more Tokyo news at
www.nambufwc.org

Osaka British Council

British Council teachers in Osaka who joined the GU when we were dealing with the closure of the British Council (BC) Kyoto School have won more rights at work. On May 21, 2007, the General Union signed four new collective agreements with the British Council to cover full time and part time teachers.

1. An agreement in regards to Unemployment Insurance and Workers' Accident Compensation. All full and part time teachers are now enrolled in these two mandatory insurances, and the BC has agreed to cover any losses that may be incurred in the future due to their past failure to enrol.

2. A pre-consultation agreement (Jizenkyogisei) which requires the BC to consult with the union prior to making changes to any member's working conditions. This will save teachers from sudden changes to working conditions and allow members time to build workplace opposition to any proposals to worsen working conditions.

3. A pre-consultation agreement that covers teaching time. In the past, full and part time teachers had their teaching hours stipulated in their employment contracts. When this clause was removed it caused some alarm bells to ring. Now members have an agreement that both sets the teaching time and obligates the BC to consult with the union prior to making any changes. This is better than an employment contract stipulation as it is set in an agreement between the employer and the union.

4. Union Notice Board. The British Council has also agreed to provide an A3 space in the staff room for the posting of union materials. This seems to be a sign that the BC hopes for a good relationship with the union.

龍谷大学「3年ルール」廃止 3年雇い止め「英語教育特任講師制度」を撤廃

現在、日本の多くの大学では、外国人講師と、日本人女性職員を中心に、「更新回数上限」制度が広がっている。

「更新回数上限」とは、1年契約の更新回数を、2回や3回4回などと制限するもので、事実上の3～5年の契約(契約更新なし)とするもので、「労働者の使い捨て」そのものである。英語教育や、大学一般事務という大学の基幹部門を、更新なしの有期雇用の労働者に担わせることで、大学の教育や事務の継続性はズタズタになっており、現場では、正規・非正規の多くの教職員が

ら、この「更新回数上限」制度に反対する声が上がリ、その声は次第に大きくなっている。

ゼネラルユニオンは、各大学に、更新回数上限制度の撤廃を要求しているが、龍谷大学は、「英語教育特任講師」制度を、2007年3月で廃止したことを、文書で回答した。

龍谷大学の「英語教育特任講師」は、日本人と外国人講師で、1年契約の更新回数上限2回という制度。3年前に始めたものだが、ユニオンの要求もあって、廃止を決定した。

龍谷大学とは、非正規であって

も、労働条件を変更する場合は「大学とゼネラルユニオンの事前協議制」を経る協約も、2007年初頭に結ばれ、また、非常勤講師の大幅賃上げも予定されており、これからの大学の労務管理には、非正規労働者の使い捨てではなく、安定雇用と労働条件の改善が必要であることを理解しているようだ。

非正規労働者の使い捨て政策を続けている大学では、争議や摘発が続いているが、龍谷大学のように、非正規労働者の安定雇用と労働条件の改善に努力してほしいものである。

Fukuoka GU victory at Hiroshima high school

Juan Velazquez had worked at Shinjo Gakuen High School for nearly 10 years when he was told on November 7, 2006 that he would not be renewed the following school year.

Juan was not one to take it lying down. Locating the Fukuoka General Union website, he sent an email explaining his plight. Juan made the five-hour drive to Fukuoka and found out what their rights were.

At first the school gave the reason for his termination as falling student numbers - yet they were taking on three new English teachers the next year. However, when the union stepped in and demanded reasons in writing, the school's lawyers issued a long list of complaints about Juan's teaching.

Juan was meticulous in keeping documents and had every pay-slip and contract he had ever signed, which proved to be invaluable in fighting for his case. It came to light that he had signed contracts for the

first five years of his tenure; however, for the last five, there had been no contracts, just a continuation of his work with nothing said about contract renewal.

Let's go back in time a bit. On October 13, 2006, just three weeks before Juan was told he would not be needed the following year, a panicked school secretary called Juan into his office. There was an audit of the school's books for the previous three years and Juan had not signed any contracts. The secretary quickly drew up the three contracts and asked Juan to sign. Juan asked if anything had changed and he was given a definite "no".

The union argued strongly that the complaints were bogus, since they all concerned Juan's performance BEFORE he signed the contracts on October 13, 2006. By co-signing the contracts on that day, the school showed that it was sufficiently satisfied with his performance to contract him again.

Another point in Juan's favour was the fact that he went for nearly five years without signing a contract. In Japanese labour law, if an employee has the reasonable expectation that he will be kept on for the next year (i.e. previous contracts were automatically renewed), a company must give reasonable grounds for termination (non-renewal). The lawyers knew that legal precedent would favour Juan. In the end, the school refused to renew his contract, but did agree to pay an (undisclosed amount of) compensation that satisfied both Juan and the union.

This is a good example of how some employers use foreigners as convenient labour, but when they lose their "freshness" (or rub someone the wrong way), employers will dump them without batting an eyelid and ignore their rights. Juan's advice: "Join the union before you have trouble at work; you won't regret it".

Voice

ナショナルユニオン

“Voice”の紙面

- ◇ ブリティッシュ・カウンシル
- ◇ 福岡ゼネラルユニオン
- ◇ 偽造請負
- ◇ 龍谷大学

2 0 0 7 の 夏 号

ゼネラルユニオン(関西・東海)、全国一般東京南部、福岡ゼネラルユニオン

中学校で「偽装請負」 大阪府 23 市町の ALT 契約が違法

中高校はもちろん、小学校までの英会話ブームで、外国人英語講師が、全国に配属されている。これまでは、教育委員会に直接雇用されてきたが、「公務員数減を」との行革方針で、語学業者からの派遣にシフトし始めている。

NOVAなどの語学業界も、このオイシイ話を見逃さず、労働法を知らない教委を食いものにし、悪どいセールスを展開している。

さらに大きな問題は、派遣法の様々な規制を嫌悪した教委と業者の多くは、請負に流れている。これは、キャン・松下・クボタなどと同じ「偽装請負」そのものである。

派遣が請負か、は、「どちらが業務の指揮管理者か」で決まるが、学校教育では、教委 = 学校の権限と責任は、最初から明確であり、請負が入り込む余地はない。

ゼネラルユニオンが、07 年 1 月から、大阪府の全教委に調査票を送付し、実地調査をしたところ、43 のうち 23 市町教委が、「委託 = 請負」という回答を寄せ、そのすべてが、「違法偽装請負」と断定された。

大阪労働局も事態を重視し、「ユニオン指摘の全自治体に立入り調査する」と宣言し、指導が続いており、枚方市では、すでに直接雇用が決まっている。

ゼネラルユニオンの公表を新聞やテレビでみた各教委に衝撃が走っている。今こそ、請負、そして派遣をもやめさせ、まともな雇用を一斉に要求していこう。

立命館大学を再び 不当労働行為で訴え

学校法人立命館は、2007 年 6 月 4 日、再び、不当労働行為で訴えられた。

今回の不当労働行為は、立命館大学で非常勤講師として働いている、ゼネラルユニオン副委員長に、1年半も前に雇い止め通告を出したこと、「外部の組合に事務所はならない」として、労組事務所の貸与について検討すらしめないこと、そして、学校当局が、ゼネラルユニオンのニュースだけを、掲示板からはがしたこと、の3点である。

GU 副委員長に対する、雇い止めは、大学の授業でマンガや映画を教材に使ってはいけない、という指示とともに、通告された。

立命館では、他にも、新設の映像学部での英語教育の偽装請負疑惑が発覚するなど、トラブルが絶えない。

Japanese course for union members at union office in Tenbashi

1. Free beginners' course. 1:00 to 2:20PM.
2. 2nd level Japanese proficiency test. 2:30 to 3:50PM. 2500 per class.
3. 1st level Japanese proficiency test. 4:00 to 5:20PM. 2500 per class.

Ongoing enrollment. To apply or for more information, please contact Miyagawa at 090-9981-9009 / miya-g@mxv.mesh.ne.jp

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