

Voice

National Union

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May 2004, Vol. 1 No. 16

News from the General Union (Kansai & Tokai), NUGW Tokyo South, Fukuoka General Union, Kumamoto General Union, and the Language Teachers' Union of Sendai

Eigo-no-Jikan Settles First Firing Case

NUGW – Tokyo South

English conversation school Eigo-no-Jikan narrowly averted a second major demonstration in front of its premises on April 22. Thanks to a last-minute agreement the night before, we were able to settle this, the latest, in a series of unfair teacher dismissals.

The teacher concerned had been fired with three months remaining of a six-month contract. During arbitration/negotiations at the Labor Relations Board, the school offered 0.3 months, then 1 month, then 1.2 months of wages. This was totally unsatisfactory to the union.

The school has finally begun to agree to union demands

After an April 5 leafletting in front of the school, organized by the Foreign Workers Caucus and attended by 18 members, the school finally got serious about their offers and a satisfactory redundancy package was eventually hammered out.

Nambu Foreign Workers Caucus was mobilized and ready to go with a much larger demonstration – in conjunction with other unions – for April 22 (after the Senzoku leafletting, see article on page 3). Thanks to the agreement, however, we were able to call it off. It just goes to show, once again, the impact of leafletting as a primary act in defending the rights of workers.

The Eigo-no-Jikan branch remains active, and we are now pursuing the cases of teachers who were fired previously and have since come to the union for help.

A strong union at the school could also give teachers and staff a voice in the running of the school

The school has finally begun to agree to union demands. It has stopped the practice of scheduling "breaks" at the beginning or end of teachers' shifts. Teachers are now able to take a full one-hour break during their shift. All teachers are now benefiting from this union-won improvement.

Eigo-no-Jikan has a long history of hiring foreign teachers on short-term contracts and often unfairly firing them before their contracts are completed. The school has now begun renewing foreign teachers and providing proper social security benefits as per the law. This is an improvement and, we hope, a sign of good faith.

The union urges all Eigo-no-Jikan teachers and staff (Japanese and foreign) to become active in the union in order to build a positive relationship with management and ensure the rights of all employees are respected.

A strong union at the school could also give teachers and staff a voice in the management of the school – a voice that is long overdue.

Nichibei Eigo Gakuin First Hearing

General Union

The union's first witness in the Unfair Labour Practices Case testified against Nichibei at the Osaka Labour Commission on 26 April. The hearing had been postponed a month by the union on account of the vast pile of documentary evidence that had to be prepared, along with translations.

The challenge was to get through all the material in the 2 hours allotted, but the union's lawyer, Mr Niwa and our witness did a thorough job of it.

The main thrust of the case was to demonstrate Nichibei's bad faith in collective bargaining during the past two years over the union's pay rise demands. To give an example, in 1998 Nichibei turned down a pay demand, saying 'We're in the red'. In 2001, they again turned down a pay demand, citing deflation and recession as the reason, along with the fact that union members had been getting good commissions, which was a kind of pay rise. We disproved this, supplying the company with statistics and even graphs to show that commissions had actually gone down since 1995.

Continued on Page 7

Fukuoka General Union

'BIOTOPE' Fukuoka NPO office, 4-7-2
Hakataekimae, Hakata-ku, Fukuoka-city
Tel/Fax: 092-473-1222

Email: fukuoka-general-union@nifty.com

Language Teachers Union of Sendai

Tel: 022-261-4392 Fax: 022-222-7734
Email: ltus@generalunion.org

Kansai: General Union

Osaka-shi, Kita-ku, Temma 2-1-17-3F
Tel: 06-6352-9619 Fax: 06-6352-9630
Email: gu@generalunion.org
URL: www.generalunion.org

Kanto: NUGW Tokyo South

Tokyo-to, Minato-ku, Shimbashi 5-17-7-2F
Tel: 03-3434-0669 Fax: 03-3433-0334
Email: nugw_ts@jca.apc.org

Tokai: General Union

450-0003 Nagoya-shi, Nakamura-ku,
Meieki Minami 1-20-11, NPO Plaza
Tel/Fax : 052-561-8555
mail: tokai@generalunion.org

Kumamoto General Union

Email: kumamoto@generalunion.org

Threat of prosecution at

ALS Tomio

General Union

For a year, one of our members at this school in Tomio, Nara, has been owed hundreds of thousands of yen in unpaid wages. The manager, Mr Shigenaga H-deyuki, broke his promises to pay 5 times (18 April, 30 May, 25 August, 17 October, and 25 March 2004) before the union completely lost its patience and filed a formal complaint against him at Nara Labour Standards Office (LSO) on 2 April.

Hundreds of thousands of yen in unpaid wages

To his great credit, the LSO official in charge of the case threatened Shigenaga with prosecution straight away without being asked to by the union, and on 13 April a payment plan was signed and submitted to the LSO by Shigenaga, guaranteeing payment in full by the end of June.

We hope that this, along with the arrest for unpaid wages by Ibaraki LSO on 25 November last year of John Christiansen and his wife, Mitsuko Kagawa (a.k.a. Kondo) – operators of American English Academy, Suita, Osaka – signals a hardening of the LSO's approach towards violators of the labour laws. It's high time.

Nishinomiya Dispute Settled

General Union

In the last *Union Voice*, we reported that Nishinomiya Board of Education had, at the eleventh hour, approached the General Union with a peace proposal. The dispute was over a 40,000-yen pay cut and the non-renewal of the branch chair.

A one-package proposal for a total settlement to the dispute

On 31 March, the day before the start of the new academic year, a division chief at the Board, Mr Santaya, intervened to make a one-package proposal for a total settlement to the dispute. If the union decided to reject it, the 40,000-yen pay cut would stand.

The new proposal offered:

- A softening of the pay cut (eventually down to a 25,000-yen reduction per month), but with:
- A 30-minute cut in working time per day
- A reduction from 234 to 208 working days per year
- An allocation of 21 paid holidays per year, as opposed to the proposed 10 + under the Labour Standards Law minimums.
- Spring, summer and winter holidays become true holidays, in which teachers can travel or work part-time jobs.

- A promise to continue to negotiate over a union office and notice board.
- A written apology to the union for unfair labour practices and obstruction of the union's strike on 17 December 2003.
- The branch chair would be rehired as a teacher trainer/planner for the ALT system, along with support for the Nishinomiya City International Section, with fewer hours than the teachers (28), but on a higher hourly rate, and with the freedom of working other part-time jobs. He would also have full Health Insurance, Pension, and Unemployment Insurance.

It was decided that, naturally enough, a majority vote must be the decider, as the proposal affected every one of the branch members. The Nishinomiya Branch of the General Union held an emergency branch meeting on 1 April in order to decide whether to accept or reject the package. The majority voted for the proposal after a lively debate and some agonising

The agreement was finally signed by the General Union and the Head of the Nishinomiya Board of Education on 6 April after 4 days of special holidays for our members while the final details were being straightened out. After the signing, our Unfair Labour Practices Case against the City of Nishinomiya was withdrawn, as part of the agreement.

So, in the end, we had to accept a pay cut, though with certain real improvements to our members' working conditions. We managed to secure employment for the non-renewed branch chair, and we live to fight another day. The bureaucrats, who believed that they were safe under civil law by simply offering contracts with new conditions and not offering a contract to one of our members, had not factored the General Union into their calculations.

Our branch members at Nishinomiya can be proud that they stuck together and showed the Board that they will not be bullied or intimidated. A big thank you to all those who gave their support.

<http://www.generalunion.org/nishinomiya>

Thanks

NUGW would like to thank the following establishments for displaying copies of the National Union "Voice". Special thanks also to all members who help get the NUGW VOICE out on time. You know who you are!

Osaka Area: Balabushka (Shinsaibashi), The Cellar (Shinsaibashi), Pig and Whistle (Kyoto, Shinsaibashi & Umeda), Ryan's Irish Pub (San-nomiya), Someplace Else (Shinsaibashi), Tin's Hall (Tennoji), Tramps (Ky obashi), Bar and Grill Pump (Shinsaibashi), Green Leaf, Kitano Catholic Church (Umeda), Murphy's Irish Pub, The Playpen (Osaka), Banana House.

Kyoto Area: Café Independent, The Hill of Tara.

Nara Area: Nara Information Foundation, Rumours.

Fukuoka Area: Sakae Sushi, The Hacienda.

Kanto Area: Dubliners (Shinjuku), Dope Music Bar FOGGY, Mad Mulligan's, Franziskaner Bar and Grill, XYZ Bar, Paddy Foleys, Sid's Bar, Club Deja-Vu, The Bodhran.

Nagoya Area: Queen's Head, Pub Restaurant Usquebaugh, Marky's, Pelican Pete's, NPO Plaza, Kakuoan Bar, The Book Shack, Tokuzo, Jazz Room Exit, Nagoya International Centre. The Elephant's Nest, Red Rock Bar and Grill, Dos Delfines, Desperados, The Creek, The Misfits.

Letter to the Editor

Dear Editor,

I have just been told by my employer that they are going to reduce my travel allowance and that I should take another route to the office. Can they do this?

—Peter X

Dear Peter,

One thing we all need to know about travel allowances is that they are not enshrined in any law. Over the years, it has become common practice for many Japanese companies to pay commuting expenses but not all do. Some will pay a maximum amount per month; others 80%, while a few will even pay nothing at all. Most teachers (full-time at least) in the language industry have all reasonable commuting expenses reimbursed.

So what recourse do you have over the reduction? You need to find a copy of the company's travel allowance policy (usually in the working rules) and see what that says. It most likely states the company has the right to decide the route you can take. Unfortunately, if it says so you will have to accept the reduction.

One exception to this would be if the amount to be paid is clearly stated in your contract. If that is the case contact us for more advice.

For anyone who does not have commuting expenses reimbursed (take note Interac teachers), we strongly suggest talking to other teachers and forming a union branch. Our experience shows that when people join together, they can win significant improvements.

Senzoku Gakuen Students Rally Around Fired Teachers

NUGW - Tokyo South

The Foreign Workers Caucus mobilized 20 members for a leafletting in front of girls' school Senzoku Gakuen on April 22 at 8 in the morning.

Despite naysayers who doubted any sizable number of members would show so early in the morning, the turnout was far more than expected. Middle and High School students eagerly took and read our leaflets as they gathered around the fired teachers.

The two teachers had been unfairly dismissed, one after nine years of service, and the other after four. The school refused in talks to give any reason for the firing, but the union believes it is retribution for their demand last autumn for paid holidays as per the Labor Standards Law. The school paid the equivalent for two years of holidays and soon after in-

formed them they would not be teaching there next year.

The problem for the school is that both teachers have clean, outstanding records, have been actively involved in the school in many areas and are immensely popular among the student body. This was borne out by the reaction of many students taking our fliers. Many expressed outrage at the firings, and reports have come in that students organized a petition drive to demand the teachers' reinstatement.

The principal refused to explain the reason to students, apparently even telling them that it was an adult matter that they could not understand. The students clearly feel otherwise.

Informal talks are underway in search of a settlement, but it is unclear if the one demonstration will suffice to put the teachers back at their blackboards.

Larks in the Park

Outdoor bash in Nakanoshima, Osaka

Sponsored by the General Union

Sunday, 23 May, 12 noon ~ 8pm

Featuring

The Porkers (Ska-core)

Taiko Shudan "Ikari"

Tripod Jimmy (punk)

High Performance Things (rock)

Bump Skool (funk / R&B) and more

Under the Labour Standards Law, all workers regardless of their employment status or nationality are entitled to paid flexible days off.

These are the main features of the Paid Holiday System:

- The number of days off you have is based ONLY on the number of days you work per week or the number of days you work per qualifying period
- You are eligible for holidays after the first 6 months of work.
- Full or part time, foreign or Japanese, you are entitled to paid holidays, even if you work 1 day per week. These days are flexible and you can use them when you like.

Paid Vacation Chart

No. of days worked per week	Years Worked						
	0.5	1.5	2.5	3.5	4.5	5.5	6.5
5 days or 30 hrs/wk	10	11	12	14	16	18	20
4 days/ 169 to 216days	7	8	9	10	12	13	15
3 days/ 121-168days	5	6	6	7	9	10	11
2 days/ 73-120 days	3	4	4	5	6	6	7
1 day 48-72 days	1	2	2	2	3	3	3

Survey of Employment Conditions of Foreign Nationals at Universities

UTU

Request for Cooperation

The Tokyo-based University Teachers Union (UTU), composed mostly of full and part-time foreign instructors of various nationalities is conducting a survey to obtain data about the conditions of foreigners working at universities in Japan.

The data is intended for research purposes and to improve employment conditions and will be used only during ongoing negotiations with Japanese government ministries.

This is the first time a survey of this kind has been attempted (the relevant ministries refuse to do such research.) We are therefore asking the cooperation of as many university instructors as possible, all around Japan, of any foreign nationality. Please pass this message on to friends and colleagues in order that we may get as wide a picture of employment conditions as possible.

The survey can be completed in 10 minutes. We ask that you to return it by July 15, 2004.

An online version can be found at <http://www.utu-japan.org>

Further questions can be directed to UTU by mail: utujapan@yahoo.com

ALC - Miscommunication

Fukuoka General Union
Trevor Holster

In February 2004, ALC Education, Fukuoka, settled a dispute about downsizing and non-payment of employment insurance. The willingness of the ALC managers to explain and discuss the problems meant we could resolve everything quickly and fairly to both parties. This is a very positive example of the union and company co-operating for the benefit of everybody.

I joined ALC in May 1998 and the conditions were good, but there were some frustrating incidents, mostly concerning poor communication between sales staff and teachers. We discussed this with our head teacher many times but these problems were never addressed seriously. The sales staff meant well, but was under a lot of pressure, so it falls to the head teacher to maintain communication.

More worrying was when another teacher quit and the head teacher refused to pay him for overtime. This was resolved by head office, which immediately agreed to pay the teacher. It was clear that the head teacher did not understand the company's obligations, in contrast to the Japanese staff who tried to resolve problems in good faith.

Several years ago ALC began to claw back benefits. I questioned this, but the head teacher just said that it was "company policy". After this I refused to work outside of contracted hours, which upset the company. We discussed these problems in February 2003 and I believed we had fixed all the issues.

My contract ended in December 2003, so in November the head teacher said he would prepare the new contract, but when I met the head teacher and branch manager they said that I would not be offered a new contract. I said this was illegal, but they said that they only had to give thirty days' notice. I complained in writing that I had not been given a performance review or proper notice of dismissal, and demanded a contract extension to give time for this. The head teacher wrote a performance review and criticized me for refusing overtime. I rejected this as illegal, and was given a revised review.

The Fukuoka General Union then demanded collective bargaining and a reason for dismissal. At first ALC said there was no problem to discuss but we explained the company's obligations and it was clear that they misunderstood the situation. The head teacher had been told to extend my contract to allow time to discuss problems, but he forgot to do this and 'miscommunicated' the company's position. Once ALC understood the problem they were very helpful and it was clear that there wasn't enough work for our full-time teachers. The next issue was the terms of dismissal, and again ALC misunderstood their obligations, especially about employment insurance. Once their mistake was understood they quickly fixed it. My contract was extended to the end of June, with full employment insurance guaranteed after that, a resolution that is fair to both parties.

Looking back on the problems at ALC, they all arose from miscommunications between the teachers, the head teacher, and the managers; the company didn't understand its obligations and the head teacher didn't deal with the problems effectively. The Union did a great job in resolving this dispute amicably. Once ALC understood the problems they were very professional and fixed them immediately. I hope ALC does well in the future, as they do try to treat their teachers well and the problems simply came from miscommunications. I also hope other companies and teachers see that the union has a vital role in resolving disputes constructively and that this benefits both companies and employees.

fukuoka-general-union@nifty.com

JOIN THE GENERAL UNION ONLINE	
www.generalunion.org Click 'Join Now'	
Name:	Employer:
Address:	
Tel:	Email
Or fax this page to 06-6352-9630 (Osaka)	

GU Battles Subcontracting

General Union

Beginning in 2004, the General Union started negotiating with the Ministry of Health, Welfare and Labour regarding the illegal dispatch of teachers to public schools throughout Japan. The union's main point of contention was that companies were not following the Temporary Employees Law (Dispatch Law) when sending out employees, but were rather sending teachers out as subcontractors - *inin*. What's the difference, you ask. Plenty. Here is a short rundown:

If the jobs are subcontracted outside of the dispatch law, the jobs will remain temp jobs forever. If the dispatching is properly done under the law, after a certain period the boards must hire directly. Keeping the jobs as temp jobs forever will also mean the dispatch companies having to compete for the contracts every year, constantly pushing down wages and conditions so as to be more competitive. Poor wages and working conditions also lead to a massive turnover of teachers and therefore teachers never fully learn their jobs. A waste of taxpayers' (your) money to pay for an English programme that will never fully develop.

Under an *inin* arrangement, boards of education have no legal duty to negotiate your working conditions, and have no legal obligation to check that the dispatching company is obeying all the relevant labour laws; the Labour Standards Law, Unemployment Insurance Law, Workers' Compensation Law, Employees' Health and Pension Law. Conversely, if the dispatching is *haken* under the Dispatch Law, the board of education is responsible for making sure that the dispatcher is following the law.

Why is it illegal?

It's illegal, because under an *inin* system, the school boards are not to interfere with the work. Therefore they cannot set the

curriculum or supervise the teachers in the school. Under the education laws this is not allowed because the principal must be in charge of staff and school affairs. Also, all *inin* teachers at boards of education know that in reality, what they teach and how they teach are not decided by the dispatch company anyway. The reality is that these teachers are being dispatched to boards and then are supervised by the boards, not the company that originally hired them. This alone shows that these jobs should be *haken* under the dispatch law, and therefore the boards should have to hire them directly in time.

This is not just the union's opinion; the Ministry of Health, Welfare and Labour concurs. This ministry has now started contacting the boards of education named on a list provided by the union, ordering them to change their ways and use companies with dispatch licenses, and which are party to *haken*, not *inin*, agreements.

Yokkaichi School Board

In March of this year, the General Union was approached by teachers at the Mie YMCA who were being dispatched (subcontracted) out to the Yokkaichi Board of Education (YBE). The teachers were told that since the YMCA would not be supplying teachers to the YBE as of April and that the teachers would be out of a job, one teacher was actually fired in mid contract.

This shows the crazy nature of subcontracting. A group of teachers who were already trained and able to do their jobs were being replaced by brand new teachers. How is this progress? It isn't, but please read on.

In the middle of negotiations with the YMCA they told the union that they had decided not to bid on the job because the cost parameters set by the YBE were too low and therefore they wouldn't be able to continue. When the GU approached the

YBE, they answered that since the teachers were being subcontracted, the YBE had no duty to negotiate with the union (technically true). We did later find out that the YBE and the Mie YMCA had been contacted by government officials and told to change over to a *haken* system and that, as of 2004, the new dispatch company and teachers will no longer be under an *inin* arrangement.

This means that the union can now start negotiating directly with the YBE regarding working conditions. Simply due to this, the board will be responsible for making sure that the new dispatch company, W5, must adhere to all the labour and insurance laws in Japan, which it seems it is already doing.

Also, one of the upshots of our negotiations regarding the fired YMCA teacher was that through negotiations with the YMCA, we were able to secure employment for the teacher at the new dispatch company.

Can the union win?

We believe we can. For one thing, boards of education will now no longer be able to claim that they have no duty to negotiate. Court rulings regarding the *haken* receiver's duty to negotiate are clear about this.

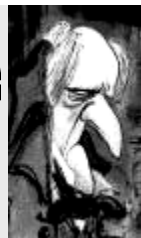
We know that at the Osaka-fu Board we were able to make a difference for Best Career (ECC) teachers. After a year of negotiations, the union was able to guarantee that all teachers that wanted to could return to their jobs at the board. Also, we were able to make sure that even though the jobs at the board are part time, Best Career is giving teachers full time jobs and pay, in order to stop the high turn over.

So, can we win? We believe we've already started. The real test will be beating the worst dispatchers like Zenken and Interac, and now fighting for direct employment. We've now cleared one hurdle, and together we can clear the rest.

What's the Difference?

- **Direct Employment** means that the BoE hires you, pays you, and controls your workday. In the union's opinion, this is the ideal situation, because teachers know exactly where they stand in regards to their employment.
- **HAKEN** - Your employer is not the BoE, even though they control your work. You are hired by private company X which sends you to the BoE: X hires you and pays your salary, and the BoE trains you and directs your work.
- **ININ** - The BoE is neither your employer, nor do they control your work. In this case X hires you, pays you, trains you, and controls your work: the BoE is simply the work location.

Ritsumeikan Branch Report Scrooge



of the Month

General Union Ritsumeikan Branch

The Rits branch of the General Union was formally established in May 2003 in response to the university's request for the International Institute Jokin Koshi to sign contracts for the academic year 2003-2004.

In late March we were offered new 5-year contracts with promotions ... and a pay rise

There were a number of things we disagreed with in the revised contracts, but our biggest problem was the fact that they were for a limited term. Our initial reaction was to say that we needed to get advice. At this point, we consulted GU HQ, and the outcome was a set of formal demands being submitted to the University. Apart from the standard requests to honour Japanese Labour Law, our main demands were an end to limited term contracts and a pay rise.

Formal negotiations were called for July. On the Union side were representatives from the GU and the Institute teachers. The university fielded a team of nine. A long negotiation ensued, with polite but sometimes heated (or icily cold) ex-

changes. The most immediate result of this meeting was agreement by Rits to enrol all contract workers in Employment Insurance as required by law – a significant commitment which we welcomed.

Faxes flying back and forth over the summer months

Other issues were not so easy, and faxes continued to fly back and forth over the summer months. However, in the meantime, parallel schemes were afoot. Supporters from the faculty put forward a proposal for new positions at the Institute, which resulted in new posts being advertised in late December. The existing Institute teachers applied and were successful.

Without the union, none of this would have happened

The final outcome was that in late March we were offered new 5-year contracts with promotions and a pay rise. I can confidently say that despite the indirect route, without the Union's involvement, none of this would have happened. We won the right to Employment Insurance, the right to continue working, and a pay rise, all of which bodes well for future relations between the Union and the University.

Long, long ago, in a faraway place, full-time jobs paid at least 3,000,000 yen per year.

Wake up and smell the coffee Dorothy: things are getting bad in the land of Japan. Just look at this latest offering from that stellar employer, Interac.

**ALT- Mid-career-Full-time
JPY 1,950,000/year
Working days are Monday through
Friday (8:30am-4:30pm)**

That averages out to slightly over 1000 yen per hour.

NUGW in Kanto and General Union in Kansai are eager to organize and fight these abysmal conditions, but we cannot do it alone.

We need teachers who are willing to take a stand. Interested?

Contact us by telephone at
06-6352-9619 or 03-3434-0669

or email at
gu@generalunion.org



*"Thanks to the recovering economy.....
we only have to cut your wages by 20% this year."*

Winbe Online

The General Union (Kansai) has recently dealt with a number of consultations at Winbe, successfully having a firing withdrawn and illegal salary deductions returned. NUGW (Tokyo) is also dealing with problems at Winbe. Now is the time for teachers to become proactive and join a union.

What rights are being denied?

- *Medical and unemployment insurance
- *Paid flexible annual leave
- *Illegal deductions for terminating your contract early.

Check out the Winbe discussion groups and websites:

- <http://www.winbeunion.org>
- <http://www.winbe.net>
- <http://groups.yahoo.com/group/Winbe/>

Nichibei Eigo Gakuin - First Hearing

(continued from front page)

'What do you mean by pay rise?'

So, in the next negotiation, they changed their story: 'We're 5 million in the red'.

Feb. 2002: 'We can't give the same rate to everyone.' 'We give pay rises on ability' (but no offer)

March: President Kanehisa: 'We can't treat you differently while continuing to

cut jobs and pay for the majority of other employees'.

April: President Kanehisa: 'Who said that about cutting jobs and pay?' 'I never said we were in the red. We've always managed to stay in the black'.

Vice-President Kuroda: 'What do you mean by pay rise?' (NOTE: This was all in Japanese, so it wasn't a language problem!)

Yes, this company, which has had so much trouble understanding that workers have rights, and that there are laws in Japan governing the workplace, also cannot quite grasp the concept of pay going up.

March 2003: 'Finances are tight' 'If you don't like it here, you can leave'. 'If you strike, we'll sue you'. 'Finances are good and bad'.

In fact the union had researched Nichibei's finances in March 2002 and found that they were making good profits. Our witness summed it all up once in negotiations when he said 'The reason for not giving us pay rises is just that you don't want to'.

Other topics in the questioning were the defamatory leaflets handed out to students while union members were on strike, as well as the victimisation of union members by herding them into a windowless store room on Saturdays with broken chairs and in stifling heat. Nichibei claims this room is the 'presidential library', where, you might imagine, our members pore over tomes of the classics in leather-upholstered armchairs, not, surely, on broken old chairs, hammering away on an antiquated computer, surrounded by cardboard boxes.



Moron of the Month

General Union

Lack of professionalism is a constant refrain from employers across the Eikaiwa industry. Little do they realise they are often the root cause.

The following "letter" is a written answer from an employer to a teacher's well-founded and polite request about the blockage in the sewage system that was causing a constantly unpleasant odour in their office. The manager's reply has us wondering if he keeps a bottle in his bottom draw, or is just plain nuts:

"I am really happy to hear that you are enjoying the good smell in the office. I want to be there with you to taste it. I hope you will like it in the future."

Labour Standards Law Fines for Quitting

Many employers believe (and their workers, too) that you can be fined for quitting your job in mid contract. While we do not advise this, the rules are as follows:

- You cannot be fined for quitting your job.
- Your employer cannot withhold your wages.

Predetermined Fines

It is also illegal for employers to make a contract that fixes in advance a sum payable to the employer for breach of contract or an amount of indemnity for damages. Check your contract for this clause.

In fact, one of the highlights of the day was the revelation of photographs of this storeroom—submitted as evidence—with union members cramped together sharing one computer, along with pictures of a chair which had a steel spike protruding from its back, which the witness has torn his trousers on last December while sitting down. That chair had been removed from the school because it was too dangerous. Another photo showed the torn trousers themselves. Luckily there was no bloodshed.

Through all of this, Vice-president Kuroda sat grimly, sometimes shaking her head and mouthing things, sometimes dozing off. Her time for the stand will probably come in autumn some time, though Nichibei still has not named their witnesses.

Meanwhile, the next hearing – Nichibei's cross-examination of our witness – will be on 21 June, 1pm. **Come and support!**

VoicE

ナショナルユニオン

“Voice”の紙面

- ◇西宮市教委・英語の時間
- ◇ALC・日米・洗足学園
- ◇大学講師アンケート
- ◇年休・派遣・委託とは？

2004年5月号

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、熊本ゼネラルユニオン、仙台外国語教員労組

立命館大。 「4年で雇い止め」 を撤回させる

ゼネラルユニオンの立命館大学支部では、活発な支部活動が続いている。「私学は雇用保険に入らない」という違法な業界申し合せを打破し、04年から外国人講師の雇用保険加入を、主要私大で初めて実現させた。

一方、「契約更新は3～4年まで」という労基法違反がみられたことから、この制度の撤廃を要求してきた。当初「原則3年だが、優秀な講師は4年まで」と回答した尻から、「ユニオン組合員を3年としたら、不当労働行為で訴えられる」と、実質期限が4年であることを強調してきた。

ところが組合員の内、先頭グループの3名が、今年4月に5年目を迎えるため、労使は一触即発の緊張関係を迎えた。だが大学側は、雇用契約更新を受諾し、労基法の専門職条項を適用し、「これから以降、5年単位の契約」を回答し、契約も無事終了した。今後のさらなる更新も可能であり、勤続年数の短い他の組合員にも大きなプレゼントとなった。

厚生労働省も「講師の委任・委託は違法」と、全国に指示

各自治体の教育委員会や、大学・中高校などの講師を、外部業者に委託する例がめだっているが、これは、学校としての直接雇用でもなく、派遣法に基づく派遣でもないのが、違法である。特に、委託は請負で、仕事の管理は業者にあるので、学校教育法にも抵触する。わが組合員は、委託先・派遣元、派遣先・派遣元に多く組織されていることから、この法違反を発見し、再三警告してきた。だが2004年も、一部の市教委と語学業界が業務委託を継続したことから、ゼネラルユニオン・東京南部・福岡ゼネラルユニオンなどが加盟する全国一般全国協議会としても、政府への要求提出を行なった。

全国一般の要求に、ついに政府も動く。 市教委と各校に、法遵守の一斉要求を

3月22日の交渉の席上、厚生労働省・文部科学省は、「業務委託が事実であるなら違法だ。労組が把握しておられる具体例を指摘してほしい」と回答した。そこで我々は、北九州・四日市・西宮・豊中・枚方・寝屋川・高槻市教委と、都立国際高校などと、委託先の悪質業者である、全研・インタラク・NOVA・三重YMCA・アウルズなどのブラックリストを政府に提出した。そして4月以降、全国的な調査と指導が開始されている。四日市市教委は、「委託募集は違法でした」と、入札を中止した。大阪労働局は本省の命令で、まず最初に立入り調査をした茨木市教委に「NOVAの委託契約は違法」と命令し、以降、各市教委への指導を順次スタートさせている。

府教委とECCが「直接雇用と派遣法遵守」を労組に回答

1年前、大阪府教委とECC派遣会社による、ルーズかつ劣悪な契約で、就労を拒否され、25校に外国人講師が来なくなる事件が発生した。以降、ゼネラルユニオンは、講師へのヒアリングの一方、両使用者への警告を重ねてきた。そして今年度は入札の結果、「NOVAや全研が落札」という最悪の結果は避けられ、再びECCが落札したことから、労組は「前年度の講師の継続雇用」の要求も行った。結果、約20名の仲間の継続雇用がOKとなった。さらに、賃金・保険なども見直され、労組主導の改善は大きく前進した。

とはいえ、「派遣」は不安定雇用そのものであり、市教委の直接雇用を今後とも拡充させなければならない。そこで、今春に契約終了となった後、労組は「派遣期間後は、派遣先に直接雇用義務がある」と要求し、少数ではあったがこれを実現させ、ECC派遣労働者が、府の公務員になった。そして府はこの夏から、さらに派遣を削減し、直接雇用を拡大することになっている。

福岡ゼネラルユニオン

福岡市博多区博多駅前4-7-2
福岡NPO共同事務所「びおとーぶ」内
Tel/Fax: 092-473-1222
Email: fukuoka-general-union@nifty.com

仙台外国語教員労組

Tel: 022-261-4392 Fax: 022-222-7734
Email: ltus@generalunion.org

関西：ゼネラルユニオン

大阪市北区天満2-1-17-3F
Tel: 06-6352-9619 Fax: 06-6352-9630
Email: gu@generalunion.org
URL: www.generalunion.org

関東：全国一般東京南部

東京都港区新橋5-17-2F
Tel: 03-3434-0669 Fax: 03-3433-0334
Email: nugw_ts@jca.apc.org

東海：ゼネラルユニオン

名古屋市中村区名駅南1-20-11
NPO プラザ なごや
Tel/Fax: 052-561-8555
Email: tokai@generalunion.org

熊本ゼネラルユニオン

Email: kumamoto@generalunion.org

全国一般労働組合全国協議会