



February 2015

# Berlitz Branch Newsletter

“Improving workers' lives at Berlitz since 1993”

- Abeno Tennoji - Ashiya - Hiroshima - Kariya - Kyoto Shijo - Kyoto Ekimae - Honmachi - Nagoya Ekimae - Nagoya Kanayama - Nagoya Sakae - Namba - Nishinomiya - Sannomiya - Senri Chuo - Okayama - Toyota - Umeda -

## Arbitrary Contract Changes

On October 28th, 2014 instructors received a personalized hand delivered letter from management outlining a set of changes to their contracts that are planned to be implemented for March 18, 2015. After sending out conflicting information, management has finally settled on arbitrary changes regardless of your current contract type and term of employment. The changes attempt to resolve numerous matters all at once:

- Solve a long term outstanding issue on unpaid work duties that the union has been demanding for many years.
- Implement contract restructuring to shift the workload on to uncompetitive 50/60 contracts at the expense of existing contracts, phase out current contracts, and unproportionally increase existing instructor workload by offering a token gesture.

Berlitz have really got the steam roller out on these changes and are trying to do everything in one batch under the guise of 'improving communication'. In this edition of the Berlitz Branch Newsletter we will outline the changes and give a fair and realistic overview of what

to expect should these changes take place at your language center.

### Contract Instructors

For contract instructors Berlitz plans to reduce the required units you are required to work by approximately 10% but increase your overall workload by 12.5%+. This will be achieved by increasing a unit to 45 minutes with the 40 minute lesson sandwiched by a little time either side for necessary duties.

However, we pointed out to management that preparation at the beginning of the day requires more than just the odd minute and the current proposal needs to be recalculated fairly to ensure instructors receive fair remuneration for essential duties. Furthermore, after asking numerous contract instructors if they would prefer less overall units or the same

number of units and a pay raise to reflect the 45 minute units, the vast majority of instructors responded that they would prefer to stick with the number of units they have and just receive a base rate increase to reflect the longer 45 minute units. If Berlitz had abided by their legal



obligation to consult the union on these changes in the first place they would have learned this before attempting to implement reckless and highly unpopular arbitrary changes. Additional changes to overtime, out of contract PL unit rate, bonus rate, and the loss of national holiday allowance which was very possible during peak season have also been announced.

**Per Lesson Instructors**

Berlitz have decided to get their steam rollers out on the Per Lesson contract and make sweeping changes to long established policies and procedures that are well ingrained based on past precedence. The carrot being dangled in front of Per Lesson instructors is a 200 yen pay raise per unit based on an increase in unit from 40 minutes to 45 minutes to reflect the period that the Berlitz Branch Union has disputed for many years as being unpaid work time. But as always, there's a catch and a big one it is too.

• **National Holiday Pay will be eliminated. For a Per Lesson instructor currently on a 2000 yen base rate per unit this will equate to a drop in salary of 192,000 yen.**

• **The 135% Rest Day Rate will effectively be eliminated as Sunday will no longer be considered the official rest day for Per Lesson instructors. Berlitz will require you to work 7 consecutive days before paying a 135% Rest Day Rate which they admit will only be possible under extreme and unusual conditions.**

• **Per Lesson instructors receiving 17,000 yen for monthly commutation may see an increase of up to 25,000 yen which is fair and matches contract instructor policy. However, Per Lesson instructors who live within a commuting distance that costs less than 17,000 yen will see the commutation allowance cut. For some instructors this will be a 204,000 yen pay cut for what is a long established and well recognised work practice.**

That 200 yen pay rise to cover the additional 12.5%+ increase in work time is cut time and time again with the other cuts and management states it will reflect in a raise of under 3% which does not even allow the base salary to match the 3% rise in consumption tax that was introduced in April 2014. What is the real reason behind the near 3% pay raise Berlitz is offering for 12.5%+ duties that we've always done in the past but not had recognised?

**Tax Breaks**

The Japanese government is proposing to reduce the tax burden on businesses that increase wages by 3% or more as part of a corporate taxation overhaul for fiscal 2015. The tax break will likely be offered to businesses that boost total pay, including bonuses and allowances, by at least 3% compared with the 2012 Fiscal Year. We can infer that the less than 3% pay raise will be brought over the qualifying 3% threshold with changes that are taking place in non

instructor positions throughout the company. This means 3%+ offerings will be made to offset the shortfall for instructors.

**FT 50/60 Contracts**

The icing on the cake is a new Full Time instructor contract that requires 7.75 hours per day within an availability of 9.25 hours. The total work hours are 38.75 hours per week. This will be a split shift contract that includes both Saturday and Sunday. Instructors will be obliged to start 10 minutes before the first lesson and finish 10 minutes after the last lesson. The starting salary for this contract is 275,000 yen per month and is noticeably the least competitive contract amongst comparable companies in the language school industry. Berlitz suggested that the Instructor Contract 40/40 will no longer be offered from January 2015 and this new FT 50/60 Contract will take its place and drastically consume from the pool of Per Lesson and out of contract lesson units at language centers.



# Transylvania LC 50/60 Contracts

As a simulation we set up a fictitious LC with a very random name, **Transylvania LC**. This language center is small with 8 English language instructors. For simplicity, a month in Transylvania has 28 days giving a fixed period of 4 weeks per month.

The breakdown of language instructors as of March 18, 2015 is:

- 3 'new' Instructor Contracts (36/36)
- 1 'new' PTG Contract (18/18)
- 4 Per Lesson Contracts (Flexible lesson count)

This will change as the new FT 50/60 contract is introduced over the year and the 36/36 Instructor Contracts resign.

Transylvania LC is stable with some long term contracts that are repeatedly renewed but sees some seasonal fluctuations over the year for campaigns with a peak in summer and trough during winter. The monthly distribution of lessons is fair with all Instructor Contracts receiving an identical number of out of contract lessons. The same level of fairness applies for Per Lesson Contracts. The PTG contract instructor prefers not to do any out of contract work unless it's really busy and is happy just to receive a set number of contract units. The following chart shows a break down of lesson allocation based on a stable lesson volume with seasonal fluctuations and a gradual switch from 36/36 to 50/60 contracts.

From March 18, 2015 - Monthly Lesson Count Per Instructor

Pay Period	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Units for LC	1040	1060	1100	1134	1200	1132	1052	952	904
50/60 Hiring from June	0	0	1 x 200	2 x 200	3 x 200	3 x 200	3 x 200	3 x 200	3 x 200
36/36 Resign from June	3 x 160 units (16 out of contract)	3 x 160 units (16 out of contract)	2 x 160 units (16 out of contract)	1 x 154 units (10 out of contract)	0	0	0	0	0
1 x PTG 18/18 FIXED	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)	1 x 80 (8 out of contract)	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)	1 x 72 (0 out of contract)
4 x Per Lesson FIXED	4 x 122 units	4 x 127 units	4 x 127 units	4 x 126 units	4 x 130 units	4 x 115 units	4 x 95 units	4 x 70 units	4 x 58 units

**(1 x PTG 18/18 FIXED / 4 x Per Lesson FIXED means this one PTG and four PL instructors are long term and are not replaced)**

With the transition from a 36/36 to 50/60 contract, Per Lesson Instructors at Transylvania LC will see a marked reduction in lesson units as the instructor balance changes and the seasonal reduction in lessons takes effect. A stable lesson count of 115 – 130 units per month for PL Instructors from April to September will potentially crash to 58 units by December due to the new dynamics.

# Thoughts from a long term Berlitz Instructor

As a long term Berlitz instructor, I've seen the company implement many positive changes that benefit management and the students. Unfortunately, these changes have been detrimental to instructor working conditions and every new generation of instructor is expected to give more for less.

Berlitz Japan provides students with high quality language lessons at a premium price. Ask any Berlitz instructor if this rings true and apart from the odd contortion of the shoulders and that 'I know something you don't know' face the general consensus will be one of solid agreement. Simple business economics dictate a customer must perceive a fair trade between what they pay and what they receive or they'll look elsewhere for their needs. Since 1966, Berlitz Japan has been trading successfully and can boast a high majority of very satisfied customers who see the company as more than just a boutique brand.

## The Berlitz Method

Traditionally, Berlitz marketed 'The Berlitz Method of Instruction' as a unique and integrated formula for language success and played down the role of the instructor as simply a vehicle to deliver the method. This has all changed and the Berlitz instructor has been 'elevated' to a symbol of quality. In fact, Berlitz Japan promoted the quality of its instructors as a marketing tool in an advertising campaign to highlight the low percentage of candidate instructors who ultimately join the company. The modern version of the Berlitz Method is simply a hybrid of Direct Method Teaching within a Communicative Approach and needed to add to the mysticism of historical narrative to promote a method that has not been unique in the language industry for a long time. Berlitz recognises the instructor is of primary importance and regardless of training there is a clear division between

highly creative and methodical instructors against those who give their minimum and just go through the motions.

There was a time at Berlitz Japan when a contract, that some instructors are still on, offered a 'Full Time Contract' of 318,200 yen as a basic entry salary with an additional 15,000 yen housing allowance, 165,000 yen as a home travel allowance, and 42 units of work within a Monday to Friday schedule. This work load is comparable to an Instructor Contract (40 units) but the comparison abruptly stops there. These days, if an instructor asked for Saturday and Sunday or even just one of them as a rest day they may well be laughed out of the office.

## Berlitz Branch

As work conditions at Berlitz eroded over time, instructors took notice and felt the bite. The cumulative effect was having a dramatic impact on livelihoods and instructors felt the need to organise. The formation of the Berlitz Branch of the General Union came in 1993 in response to the rapidly deteriorating conditions and since then it has been a constant push to maintain and improve what we have.

## Unpaid Duties

When work conditions were fairer instructors would arrive well before the bell to prepare for lessons, complete multiple unpaid break time tasks, and even perform post lesson duties when that final bell rang in the knowledge that they would receive no extra benefit. But that was then.

Berlitz instructors are still obliged to perform these unpaid duties but on lower benefits. The company would not be able to function without the extra service these duties provide.

The issue of unpaid duties really began to come to a head with the introduction of Kids English in 2000. Berlitz Japan recognised that Kids English required a lot of out of classroom preparation and it was standard policy to assign one method unit of preparation for every four lessons taught. However, this policy was reviewed at the end of the 2000, and rescinded in a June 19, 2001 statement, which read that a more general policy should hold, "Instructors should be paid for work we expect them to do ...the units assigned must reflect actual time required and spent, as agreed to between the instructor and the LC management." In practice this allowed each language center to create its own arbitrary policy with many schools offering nothing and at a push would provide one method for every 20 lessons taught. It is from this period that instructors in the General Union Berlitz Branch began to raise the issue of unpaid work duties with Berlitz and requested a fairer level of remuneration for duties that instructors were required to do. In the early days the company's response was,

**'It's not unreasonable to expect instructors to perform these unpaid duties in a sentiment of camaraderie'.**

But Berlitz have recently decided to change tact and cycle statements stating that instructors are not required to perform any unpaid duties and any duties performed outside of the classroom are not recognised as work.

In 2007 Berlitz decided to make an offer to instructors in the union; drop the unpaid work demand and we'll allow you easier access to social welfare benefits. Both the unpaid work and social welfare benefits issue have been amongst our core demands and instructors were not amused that

**Don't give Berlitz a free ride. Organise!**

Berlitz would consider trading two fundamental workers' rights and this proposal was promptly declined.

In Spring 2008, union members sent individual letters to the Berlitz Japan president with a simple request for payment of duties performed before lessons, between lessons during the students' break period, and after lessons. This request was refused with a simple note that all work that was assigned was paid in full. Instructors had been very fair on this issue and only requested payment for what was due and only after work conditions began to rapidly deteriorate. Some instructors carefully documented non lesson time duties and presented clear evidence of what was a necessary and fundamental part of our schedule. Our demand has always been pay us fairly for what we do; no more and no less.

### **Labour Standards Office**

Soon after, Berlitz Branch members and General Union officers visited the Labour Standards Office to submit complaints over non payment for work duties performed. This complaint was supported by a significant amount of supporting evidence from both instructors and incriminating evidence from Berlitz itself. After examining the evidence and visiting a Kansai based language center, the Labour Standards Office made a simple request to the company to make sure that any work which was occurring was paid and that it was the company's responsibility to monitor time worked.

The instructors who submitted the complaints permitted the matter to temporarily move away from the Labour Standards Office while negotiations took place on how payment would be made for both past and future work duties. Berlitz requested time to consider their options and at every turn since then has announced that

no decision had been made and no date could be given on when a decision would be made.

Instructors have always been very patient and given Berlitz Japan the time and room it needs to make decisions and offer proposals. The end result typically brings an agreement that is fair and beneficial to both parties. However, on this matter, we are not dealing with a new set of language center lockers; we are dealing with fundamental basic workers' rights.

Berlitz Japan recently posted a memo, that in order to improve 'communication' there would be a revision to Berlitz instructor contracts and a change in remuneration would be made to reflect that the duties performed by instructors during break times would now be paid; in effect a clear and public statement that there are fundamental procedures to be performed by instructors outside of each 40 minute teaching unit. As a follow up to the memo, instructors received a hand delivered letter with details of how this change will affect them as an individual. The letter states very clearly that this is not about improving communications, but about pay, the same demand which the union has made since 2007, 'To change the entire five minutes between lessons from break time to work time and make that time paid'. The planned date for the changes is March 18, 2015.

By posting this memo and delivering individual letters to Berlitz Branch members that contain notice of arbitrary contract changes Berlitz has committed unfair labour practices and is in breach of Labour Standards and Trade Union Law as follows:

1. The Berlitz Branch of the General Union has a registered Collective Agreement with Berlitz that guarantees

any changes to Berlitz Japan Work Rules including Policy and Procedures must be presented to the union for consideration.

2. Payment for unpaid work is still being negotiated during periodic collective bargaining sessions and has moved from an instructor/company issue to a union/labour standards office/company issue. By directly distributing letters outlining arbitrary contractual changes to individual union members the company is attempting to control and interfere with union activities.

At the same time the company has publicly admitted to instructors that break time should in fact be paid time. Instead of facing its legal responsibility via the union, Berlitz Japan has decided to manipulate the situation in its own favour by, on one hand, offering a token gesture increase in remuneration or a decrease in obligated unit count, while on the other, slipping in a number of back-door changes that see some engrained practices that are beneficial to instructors eliminated in a simple 'by the way' approach.

### **Environment of Trust**

Berlitz appear to be acting in very bad faith and breaching numerous laws that were put in place to ensure instructors' rights are protected. Instead of facing their responsibilities in an open and honest forum with the instructors through the union, back-door scheming work practices now place the company in potential dispute with only themselves to blame. Instructors have always been very fair with Berlitz with the aim of creating a balance to reflect the ever evolving changes in the working environment and society at large. Play by the rules Berlitz and develop an environment of trust.

# **NO to all Berlitz clawbacks!**

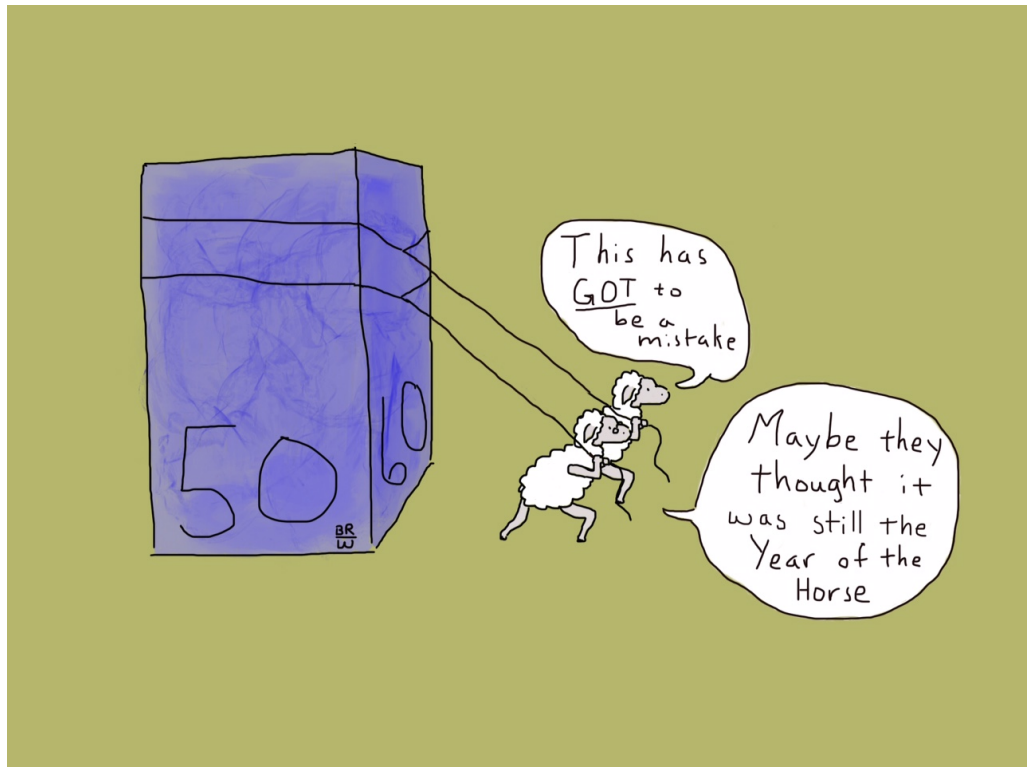
# Berlitz Members Pass Unanimous Strike Vote

While much of the rest of us were enjoying the last few days of the winter holidays, Berlitz members gathered in a branch meeting to discuss the progress of our most current demands in collective bargaining.

It was reported that in regards to the two most major demands, there had been NO progress.

Since 2007 union members at Berlitz have been demanding to be paid for the work they do before, between, and after classes. At Berlitz, teachers are only paid for their forty minute class as if it takes no time to prepare for lessons, answer student questions, consult with other colleagues, or simply get materials and reports ready. Berlitz's answer has always been that teachers do not do any of this work during non-lesson time OR that none of this is work; their answers change like the wind on this issue.

Even though Berlitz has been steadfast in their refusal to pay for this time, they started to panic and sprung a major change in working conditions on teachers and union members, which the union has demanded that they withdraw. Their new plan offers very little pay for the five minutes between classes (despite the fact that a five minute increase in recognised work time is a 12.5%+ increase overall) and for some have offered nothing at all except a reduction in the number of classes they must work. They have also introduced mass cutbacks in holiday and rest day pay for many teachers and have now introduced a new employment contract which will have new hires teaching FIFTY in contract lessons per week for an uncompetitive salary that will remove lessons for Per Lesson instructors and out of contract lessons for MG type contracts.



There has been a massive increase in union members in both Kansai and Tokai (a law unto itself) and some new members even joined for the opportunity to vote for the strike and give Berlitz a clear message that they've gone too far on this.

**A formal strike notice was sent to the employer after a strike mandate was approved by the General Union Executive Committee. Union members have set a 1 February 2015 deadline to begin the dispute.**

**United we stand strong!**

# The Proverbs Lesson

**Proverbs teach what is wise, honest and fair.**

Teacher. Are there some wise sayings that we use a lot in English ?

Student. You are nodding so you want me to say “yes” don’t you?

Teacher. Yes I do. We have a lot of Proverbs. Popular sayings that express a truth based on common sense or practical experience.

Student. Can you give me an example?

Teacher. Okay. “Don’t look a gift horse in the mouth.”

Student. Because of Bad Breath?

Teacher. No, but you may find something that stinks if you look close enough. It means you should not make a fuss even if you doubt the quality of a gift.

Student. Well who wants a bad quality gift? I would check something carefully because I don’t like being cheated.

Teacher. Good point. Most people would do the same thing too. In fact I had doubts about a gift recently.

Student. Did someone try to give you a bad gift?

Teacher. My Company proposed to give all our teachers a pay rise but it wasn’t really extra money. They will use a Tax Break from the Government to fund the pay rise. “All that Glitters is not Gold”, another proverb.

Student. Glitters?

Teacher. Shines brightly, or looks attractive but is not such a good deal when you inspect it closely.

Student. But if your company wants to give you more money why don’t you feel richer?

Teacher. Well they wanted us to give up some benefits, holiday pay and Sunday bonus rate that are worth more than the small pay rise they proposed to replace them. And they want us all to work harder but they don’t want to pay the full cost of that extra work.

Student. Is there a proverb for that?

Teacher. One that springs to mind is, “Time is Money”.

Student. I know that one. It means if you waste time it is the same as wasting money.

Teacher. That sometimes is true. I think it means if we don’t get enough pay for our time and effort at work, we are in effect losing money.

Student. Your company sounds pretty mean. Did other teachers have the same doubts?

Teacher. A lot did and when they saw the impact the new teaching contracts will have on some teachers' lesson counts, they joined our Branch so their voices could be heard. Other Teachers may not have realized how the proposed changes will affect them.

Student. It sounds like your company is trying to erode trust and working conditions at your Language Centers.

Teacher. Right, that may not have been their intention but it looks like a possible outcome. “History repeats itself” because they have done this before.

Student. “History repeats itself”. Does that mean the same kind of events happen again and again?

Teacher. Yes. Go to the top of the class. However this time we resolved to take a stand. Union membership is better than ever and still growing. We would welcome more members.

Student. Are you going to tell me the more members you have the stronger you’ll be?

Teacher. I hope our actions have a happy outcome but really I meant we are all in this together and “United we stand, divided we fall”.

Student. That sounds impressive. What does it mean?

Teacher. It means the power of people working as a team towards the same goal is a proven way of achieving success. Now let me hear you make one sentence with each new proverb, after all, “Practice makes Perfect”.

**All that Glitters is not Gold!**

# General Union Berlitz Branch

About the General Union Berlitz Branch.

## GENERAL UNION

The General Union is a legally registered trade union. Since it was founded in 1991, our union has established a solid reputation for protecting members' rights and improving working conditions. We are all workers like you who have joined together to protect our livelihoods and rights. As a union, we are able to provide our members advice on workplace issues and actively help to organise and negotiate in the workplace. The General Union is part of a national private sector trade union known as the National Union of General Workers (Zenkoku-Ippan). We also belong to a confederation known as Zenrokyo (National Trade Union Council).



## BERLITZ BRANCH

The Berlitz Branch was formed in 1993 to provide support for Berlitz Instructors in Western Japan. Our formation was in response to rapidly deteriorating conditions at Berlitz Language Centers.

Without a union, Berlitz management has a free hand to treat people as they please. Our presence keeps management in check and makes sure our members have a support network. Our demands and activities are a force for positive change. Say NO to all Berlitz clawbacks and join the union today.

Our members have said NO and after a breakdown in communication with Berlitz Management, the branch executive served notice to all members that a strike mandate was reached with a majority of 93%+ YES votes on Friday, 9th January 2015. The vote was held by secret ballot and fulfilled our legal obligation to Trade Union Law. The strike mandate was forwarded to the General Union Executive Committee and approved. Our union demands are very simple:

- **NO unilateral and arbitrary contract changes. Negotiate as you know you MUST**
- **A 12.5 % INCREASE to cover the five minutes**
- **FULL BACK PAY for the years teachers worked the five minutes**

For new members joining the Berlitz Branch, dues are 1,000 yen and cover the remainder of that month and the complete following month. You can complete an application online at <http://www.generalunion.org>

Alternatively you can join through or ask any questions you have to:

Branch Chair, Joe McVay (Umeda LC) at [mcvay@generalunion.org](mailto:mcvay@generalunion.org)

Branch Secretary, Jools Collis (Umeda LC) at [collis@generalunion.org](mailto:collis@generalunion.org)

Once you become a declared union member your activities are protected under the Japanese Constitution and Trade Union Law. We shouldn't be afraid to exercise our rights to the full as they take precedent.

### Article 28 of the Japanese Constitution

The rights of workers to organise and to act collectively is guaranteed.

### Article 7 of the Trade Union Law

Employers shall not treat workers in a disadvantageous manner for being members or performing proper duties of a trade union.

**JOIN the Berlitz Branch NOW!**