

A Second Message to Fellow Part-time Lecturers: Never Say You Might Be Willing to Take a Semester Off

Trick Questions

On July 3 at the School of Law, Waseda University, there was a meeting of English teachers—full-timers and part-timers—first of its kind since March 2013, when the infamous “Work Regulations to Part-time Lecturers” was sent to us. Obviously, Waseda’s new policies were explained there, of which most of us already know, and part-timers had an opportunity to express their opinions about them. A questionnaire was handed out, which the part-time lecturers were asked to fill in. The survey asked the lecturers which semesters they were most interested in teaching and which the least. And it included another question: “Given the five-year limit as explained above, which semester(s) might you be willing to take off in order to reset your clock?” The “clock” here refers to the “five-year ‘clock’” which started ticking in April 2013:

A recent revision to Japan’s laws prevents Waseda from renewing part-time lecturers’ contracts after five consecutive years of service. We can, however, rehire that person after a six-month hiatus. In other words, *all adjunct faculty members must take at least one semester off after having worked five consecutive years*. The five-year “clock” begins this academic year. (The School of Law, Waseda University, “Questionnaire about Your Teaching Plans,” issued on July 3, 2013; Emphasis is in the original)

We suspect similar questionnaires will be used in the rest of the university soon.

When you receive the questionnaire in the near future or full-time faculty members ask you questions in person like the ones in the School of Law questionnaire, a good way to answer such questions will be to show that you are very much interested in teaching all the semesters available in the table and clearly state that you cannot say when you might want a semester off because the question is hypothetical. Otherwise your answer may well end up being used against you to terminate your contract with a vague expectation of possibly being rehired after the six-month non-contract period. It must be vague at best as it is illegal to guarantee definite reemployment after the “six-month hiatus.”

Never Say You Might Be Willing to Take a Semester Off

Faculty members who break the news to you may be well-intentioned people willing to help you using whatever means are at their disposal. When they ask you to tell them which semester(s) you might want to take off, saying, “Though it is not exactly a promise, it is possible to rehire you after a six-month hiatus. We will spare no effort to reinstate you,” they may well believe honestly that they are doing the best they can for your interest. Stating that you might be willing to take a semester off, however, may just amount to giving Waseda University or its trustees carte blanche

to terminate your contract just before whichever semester you say you might be willing to take off. Besides, there will be no telling how much say the full-timers who have pledged to make every effort on your behalf will actually have in reinstating you six months later. Remember, many full-time teachers were not aware of the new Work Regulations for part-time lecturers. So it is very likely that they will not have access to other policies the trustees may create.

The Right of Expectation—You May Well Have Earned It by Now

If you started working at Waseda well before 2013, you may well have earned, by now, the right to expect your contract to be renewed every year as a matter of course. One of the major reasons why the administration instituted the “Work Regulations for Part-time Lecturers,” even violating Article 90 of the Labor Standards Law, was to nullify your right of expectation. But the thing is they cannot, unless you agree to be fired voluntarily and spend six months or more out of the employment relationship with Waseda. If you accept a six-month hiatus,¹ however, you will lose your claim to the right of expectation along with your job.

The right of expectation is not necessary in the fight to repeal the decisions made by the trustees of Waseda University. But the right of expectation may provide those who have it with a key weapon if litigation becomes necessary to demand compensation for the damage done by an illegal termination of your contracts. The union wants to solve the problem before it goes that far. **However, if push comes to shove, the union will file lawsuits on behalf of the union members.** The possibility of such lawsuits in the future can be used to deter the administration from enforcing the rules stipulated in the Work Regulations and give the trustees a reason to revoke the rules related to the unfavorable modifications of your contracts, which is our goal. We are not asking too much here. We just want to restore the original conditions of term contract before the Work Regulations became policy.

So if you have **THE RIGHT OF EXPECTATION**, don’t give it up!

2. Please fill in the following to the best of your knowledge:

- ◎ definitely interested in teaching
- probably interested
- △ unlikely
- × definitely NOT interested

	AY 2014	AY 2015	AY 2016	AY 2017	AY 2018
Spring	◎	◎	◎	◎	◎
Fall	◎	◎	◎	◎	◎

Fill in the table with “◎” to show you are “definitely interested in teaching” all the semesters available in the table.

Source: The School of Law, Waseda University, “Questionnaire about Your Teaching Plans.”

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Visit our website at <http://hijokin.web.fc2.com>.

¹ It would be no surprise if the term be prolonged for your lifetime.