

Legislative Council Panel on Education
(Paper submitted by Dr Kelston Wong on “Remuneration policy for staff seconded to the Community College of the City University of Hong Kong”)

Governance and the Existing Superannuable Substantiated Contractual Obligations – Can the Recommendations Made in the Council Responses Fulfil them?

Purpose

1. This paper comments on: (a) the views provided by the City University (CityU) Management on 16 April 2007 Education Panel meeting, and (b) the answers provided to questions raised by members at that meeting.
2. Based on the comments discussed, there are two key requests submitted for consideration.

Comments on Views provided by CityU Management

3. The terms mentioned verbally by CityU Management during the Education Panel meeting on 16 April 2007 in Option 3 “subject to financial viability” and “mapping” signal clearly the intention to change the existing “Superannuable Substantiated Contract” unilaterally.
4. The reasons “Academic Freedom” used by the CityU Management to deny Faculties seconded staff to return to faculties are unsound. “Employment rights” should not be confused with “Academic Freedom”. When the CityU potentially acts in breach of contracts unilaterally with its employees, it would be reasonable to expect the Council Members, particularly the Lay Council Members, to exercise independent and reflective thinking on the case, and serve as watchdogs, at least not to allow CityU to be involved in any illegal acts, i.e. potential breach of employment contracts unilaterally. It appears that in Option 1 “Returning to the Faculties” and in Option 3 “Superannuable Substantiated Contract” only appear in “Form”, and not in “Substance”. This is a Council Governance and an institutional matter. The employment rights to return to the Faculties should be automatic as the right to return is just a fulfilment of original contractual obligations for Faculties seconded staff, should be considered seriously at the Council level and should not be left to the discretion of individual Deans and Heads.
5. The answer (b) provided by CityU Management on questions raised at the last meeting reinforces again my comments in (4) above, even with the set up of the placement unit.
6. The answer (d) stipulates “subject to future salary reviews of the CCCU” provides evidence of the intention to breach the existing “Superannuable Substantiated Contract”

Two Key Requests

7 Based on the comments (3) to (6) provided, it appears that, even considering the Council responses, the existing “Superannuable Substantiated Contractual Obligations have not been fulfilled, the following two key requests are therefore proposed for discussion:

- (1) The existing “Superannuable Substantiated Contract” should be maintained, and that there should be no signing of new contract or supplementary agreements, no “additions” and no “deletions” to the existing contract.
- (2) To preserve the employment rights of Faculties/Departments Seconded Staff to CCCU, these staff should be allowed automatic right to be transferred back to the home Faculties/Departments as soon as possible where they originally were employed.