

**City University of Hong Kong Teachers' Union
(CityU-TU)**

香港城市大學教師工會

CityU-TU's Views on the Concerns of the Panel on Education

(a) Whether staff who wish to transfer to Faculties in City University of Hong Kong (CityU) could exercise such options and not at the discretion of the CityU management?

- (i) The 112 staff are employed by CityU on substantiated superannuable contracts. They are currently being seconded to serve a legally independent organization called CCCU.
- (ii) The secondment is an inter-organizational arrangement between CityU and CCCU and such arrangement has not changed the employer-employee relationship between CityU and these 112 employees.
- (iii) It is a common and established management practice that at the end of any staff secondment, the staff concerned will be sent back to their employer and in this case, they should be sent back to CityU.
- (iv) CityU as the employer of these 112 staff does not have any discretionary power not to take back these secondees when they have completed their secondment with another organization.
- (v) CityU employees who wish to work for CCCU should submit their applications for secondment and at this juncture, CityU management's discretion to release them will be required.

(b) Will there be changes to the remuneration package for or terms of employment of staff should they be transferred to Faculties in CityU? If the answer is affirmative, what are the justifications for the changes?

- (i) These secondees agreed to have their normal salary reduced by 18 – 20% during the transition period between 2004 and 2008. It would be both logical and equitable that when they complete their tour of secondment on 30 June 2008 or any time earlier, they should resume their normal unreduced salary.
- (ii) As a rule, the terms of employment of staff with substantiated superannuable contracts will not be changed upon transfer or deployment, unless the staff is given a promotion in rank.

(c) Who will be the employer of staff who opt to continue employment on CityU superannuable terms?

- (i) All along, these 112 staff are CityU substantiated superannuable employees and the secondment does not in any way affect their status. As such, it is highly illogical and unnecessary for these staff to opt for something they have already possessed.

(ii) In fact, CityU has never ceased to be the employer of these 112 staff.

(d) If CityU remains to be the employer of these staff, why should they be required to sign new contracts and subject to future salary reviews, if any, of the Community College of CityU?

(i) Secondees from CityU should not be required to sign any new employment contracts. Secondment of CityU staff to CCCU does not involve the establishment of a new employer-employee relationship between the secondees and CCCU.

(ii) The financial situation of CCCU which is a separate legal entity should have nothing to do with employees of CityU. With their official status as employees of CityU and their salary being paid by CityU, secondees' salary should not be subject to any review made by CCCU.

(iii) The financial arrangement for the staff secondment scheme is a matter between the two participating organizations concerned, i.e. CityU and CCCU. If CCCU is unable to reimburse any agreed fee for the secondment (e.g. salary of secondees), it would be a breach of the service contract and as such, CityU should withdraw its secondees from CCCU.

(e) Will there be changes to the remuneration package for or terms of employment of staff who continue employment on CityU superannuable terms? Who has the authority to vary the terms of employment? Will the terms of employment include the relevant clause concerning termination of employment on good cause only?

(i) As stated in paragraph (b)(i) of this submission, the normal salary of the secondees should be reinstated with effect from 1st July 2008, that is, after the transition period.

(ii) According to the "variation" clause of the substantiated superannuable contracts of these 112 staff, the employer, CityU, can only vary the terms of employment, if it is to become less favourable than the existing terms, with the prior consent of the individual employee concerned.

(iii) The substantiated superannuable employment contracts presently held by the 112 staff all contain the "good cause" provision.

(iv) The salary structure, the salary range and the salary review of CCCU have nothing to do with these 112 CityU secondees, as there has never been an employer-employee relationship established between these secondees and CCCU.

(f) Are there any plans to retain experienced staff to prepare for the implementation of the four-year undergraduate programmes and to continue with the provision of sub-degree programmes?

(i) Through long years of service with CityU, these 112 staff have been fully socialized into the culture of CityU. Their continuous service is valuable as cultural alignment is a critical success factor of modern organizations.

(ii) With their experience and excellence as lecturer, programme leader, course designer,

student mentor, industry coordinator, applied researcher and academic subject expert, these 94 lecturers would continue to be a valuable asset to CityU. As such, these lecturers can immediately take up teaching duties upon their return from secondment.

(iii) The courses taught by these 94 lectures are equivalent to Year One and Year Two courses of three-year Bachelor degree programmes offered by CityU, and other local and overseas universities.

(iv) For the 18 non-academic staff, they have been doing exactly the same duties as their counterparts in CityU and as such they should be absorbed back to the CityU non-academic staff pool on or before 30 June 2008 to end their secondment with CCCU.

Submitted by:

Nicholas P. H. Tam

Chairman,

City University of Hong Kong Teachers' Union (CityU-TU)

22 May 2007