
Re: letter to the School on academic freedom

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Sun, Dec 6, 2020 at 6:30 PM

To: [one specific colleague]

Cc: [colleagues discussing academic freedom issues]

Dear colleagues,

I found this passage regarding academic freedom in my HKUST employment contract:

“10. c) The University shall not invoke Clause 10(a) above to terminate the employment of an appointee by reason only of anything done or omitted by the appointee pursuant to his freedom in the classroom to discuss his disciplines, in the conduct of research in his fields of special competence and in the publication of the results of his research except where the Senate is of the opinion that what the appointee has done or omitted amounts to a failure to meet the standards required by the University.”

“Terms of Service for Academic and Equivalent Administrative Staff (II) (Terms of Service A) [also attached in full]”

[“10. a) The University may at any time terminate the appointment of an appointee on giving not less than ... four (4) months’ notice of termination of employment in writing or salary in lieu of notice if he is not a holder of an office...”]

And it means exactly nothing.

My employment contract does not require HKUST to give any reason for firing me. HKUST, when firing me, simply must not say “we fire you because we don’t like what you said in the classroom.” HKUST can fire me by saying “HKUST fires you. End of story.”

If more evidence were needed that the HKUST employment contract is no more than cheap fiction, here is another instance. My employment contract says: “4.c) ... the normal working week comprises not less than thirty-nine (39) hours, including weekdays and Saturday mornings but excluding lunch time.” (And when taking leave, the university counts [or counted?] Saturday as a half-day.) When the HKUST administration issued a new “regulation” whereby non-teaching staff don’t have to work on Saturday mornings any more, I contacted Human Resources to ask how about professors, and received an answer such as that professors are not required to work Saturday mornings. (No evidence was provided. My contract was never changed / amended.)

It’s not that written “rules” matter in other Hong Kong universities, either. Benny Tai was fired even though the institution that makes such decisions at HKU, their faculty Senate, decided against it. (The Council stepped in.) At HKUST, we don’t even have a *faculty* Senate—HKUST has a management-appointed whitewash-Senate (<http://carstenholz.people.ust.hk/HKUST-SOSC.html#Senate>).

I have called the HKUST managerial model the ‘sweatshop model’ before (<http://carstenholz.people.ust.hk/ProvostOpenLetter-CarstenHolz-20Feb14.pdf>). Contracts, rules, declarations are worthless as a means to protect faculty members; they have some degree of validity only as convenient tools for administrators to diverge from professional practices and to oppress faculty members. The only thing that matters is the word of the boss, and obedience to this boss. Most of our colleagues know that very well.

This also means that when / if the Gestapo comes for one (or more) of us, HKUST administrators will simply waive their hands: Violations by faculty members of the “laws” of the country is obviously none of their business.

There is no point looking to the sweatshop bosses for any support. The only way forward is to unionize. Given the backbone-free bulk of faculty members at HKUST, I see little chance of that happening at HKUST. Some of us are members of the Hong Kong Professional Teachers’ Union (<https://www.hkptu.org/english>) which has taken democratic stances before and provides legal assistance.

Best,

Carsten

[Quoted text hidden]

 **HKUST-TermsA-TermsOfService-Contract.pdf**
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