

Besides negotiating with the employers on the wages and salaries on behalf of the employees, the Unions endeavour to get the management to agree to the general terms of service ranging from hours of work and overtime pay to concessions like transport and laundry allowances and the granting of uniforms to the uniformed staff.

Before attempting to analyse the wages and salaries structure, it would be more interesting to notice the general conditions of employment. The general terms of service as laid down in the agreements under consideration are as follows:-

(i) Hours of work

The normal hours of work are to be regulated in accordance with legislation applicable to each class of employees. It is specified that a clerk, as defined in the Clerks Employment Ordinance, 1957 shall work for 39 hours per week, while for an " industrial clerk" as defined in the same Ordinance, the normal hours of work shall be 44 hours per week. All employees to whom the Labour Ordinance, 1955 applies, (excluding watchmen) shall not be required to work more than 44 hours per week. The hours of work normally follow the office hours, but the Central Agency Limited has reserved "..... the right to regulate the office hours to suit the convenience of the Company in the conduct of its business provided that the Company shall not ask the staff to work more than the hours....." as laid down in the Agreement.<sup>3</sup>

(ii) Payment of Overtime

Overtime work has to be sanctioned in advance by a duly authorised representative of the Company. Payment for overtime is to be in accordance with legislation applicable to each class of employees. In the case of Mansfield & Co., it is stipulated even more specifically that the company "shall adhere to the provisions of present and future legislation governing the payment of overtime and to any interpretation of such legislation as ~~any~~ <sup>may</sup> from time to time be made by the High Court of Singapore."<sup>4</sup> Overtime shall be paid to the employees on the following basis:-

From Monday to Saturday after normal working hours,<sup>5</sup> overtime work shall be paid  $1\frac{1}{2}$  times the hourly rate of pay. On Sundays it will be 2 times the hourly rate. In the case of a public holiday if it happens to fall on a week-day, overtime shall be paid at the hourly rate for the first 7 hours, and at twice the hourly rate after that. If it happens to fall on a Saturday, overtime shall be paid at the hourly rate for the first 4 hours, and at twice the hourly rate after that.

The employee's hourly rate is normally calculated as follows:-

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| (a) | Clerks:-   | $\frac{\text{monthly wage} \times 12}{39 \times 52} = \text{rate per hour.}$ |
| (b) | All employees to whom<br>the Labour Ordinance<br>applies:- | $\frac{\text{monthly wage} \times 12}{8 \times 287} = \text{rate per hour.}$ |
| (c) | All other employees<br>including industrial clerks:-       | $\frac{\text{monthly wage} \times 12}{44 \times 52} = \text{rate per hour.}$ |

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4 Clause 2 of Part II of Government Gazette Supplement No. 245, State of Singapore, dated 9th November, 1962.

5 Normal working hours on week-days for clerks are 7 hours, for industrial clerks and others <sup>8</sup> hours. Hours of work and overtime payment for employees to whom <sup>the</sup> Labour Ordinance, 1955 is applicable are in accordance with Section 43 of Part IV of the Labour Ordinance.

(iii) Public Holidays and Annual Leave.

The employees are granted holidays with pay on all days gazetted by Government as public holidays. The employers, however, reserve the right to require any employee to work on such holidays where necessary, as long as payment for such work is made. Guthrie & Co., Ltd., have agreed to continue its past practice of allowing members of the staff one Saturday off every month, <sup>when</sup> convenient. However, it is emphasised in the Agreement that this is a privilege and not an automatic entitlement.<sup>6</sup> Mansfield & Co., Ltd., allows its members of the staff six Saturday mornings off every year during the first ten years of service, being increased to 9 Saturdays mornings off for employees with service in excess of ten years.

All employees in respect of each year's completed service during the first ten years of continuous service with the Company are granted 41 days annual leave. After ten years of service, the employees are granted 21 days annual leave in each subsequent completed year of service with the Company. In the case of Cooper Brothers & Co., the annual leave is increased to 21 days after only seven years' service.

Normally all leave has to be taken in the year it falls due but such leave may in exceptional circumstances, be accumulated over a period of two years by mutual agreement between the Company and the employee concerned.<sup>7</sup>

6 Clause 7 (b) of Government Gazette Supplement No. 257, State of Singapore, dated 23rd November, 1962.

7 Mansfield & Co., allows leave to be accumulated for three years.

This annual leave is normally granted in one continuous spell, but in some cases, the Company reserves the right to depart from this arrangement should circumstances so require. Some of the later Agreements include a clause whereby Management may at its discretion grant a period of unpaid leave to an employee after any one period of three years' continuous service. Compassionate leave may also be granted at the Management's discretion.

(iv) Sick Leave.

Every employee of the Company is entitled to paid sick leave not exceeding in aggregate 28 working days in each year on production of a certificate from the medical officer appointed by the Company, or in cases of genuine emergency from any registered medical practitioner. Applications for sick leave in excess of 28 days per annum for any reason may continue to receive sympathetic consideration, if supported by a certificate from the Company's doctor. Mansfield & Co., Ltd., once again appear more liberal than the other agency houses. Under Clause 7 (b) of the Agreement, it is stipulated that sick leave with pay may be granted up to a maximum of three months on full pay and three months on half-pay. For an employee who has not completed one year's service with the Company, such sick leave may be granted on a proportionate basis.

(v) Medical Treatment and Medical Benefits.

The employees of the Agency Houses have been able to obtain quite a number of concessions in this area.

Without doubt employees in other industries probably have also been able to obtain similar benefits through their representative Unions. Yet when one considers the concessions gained under this heading, one is led to believe <sup>that</sup> the employees have really benefitted greatly by these collective Agreements.

It has been agreed that all employees will enjoy the privilege of free medical treatment and medicine prescribed by the doctor appointed by the Company, or in cases of genuine emergency, by a registered medical practitioner approved by the Company. A second clause also provides hospitalisation benefits for employees when considered necessary. The Company consents to pay the cost of second class hospital accommodation and medicine for all employees for a maximum period of one month in any one year. Extension beyond one month will be at the discretion of the Company.

It is further laid down in most Agreements that when necessity arises, the Company may at its sole discretion meet the cost of specialist or surgical treatment. The Central Agency Ltd., and Cooper Brothers & Co., have agreed to meet such costs up to a maximum of \$500.

The Company, it is agreed, will not be asked to bear any medical expenses arising from dental or optical disease, self-inflicted injury, illness caused by misconduct, any expenses in respect of pregnancy, confinement or miscarriage etc.,<sup>8</sup>

Further concessions were added to the above in later Agreements, subsequent to the introduction of the Singapore Anti-Tuberculosis Association Group Insurance <sup>Scheme</sup>. It is specified that "all employees shall

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8 For a representative list of exceptions, the medical expenses of which the Company shall not bear, refer to Clause 6 (d) of the collective Agreement signed between Diethelm & Co., Ltd., and S.B.H.E.U. - Government Gazette Supplement No. 157, State

be covered by the Company under the S.A.T.A. Group Insurance Scheme", whereby all employees are required to undergo X-ray examination prior to commencement of employment with the Company, and thereafter be subject to X-ray examination half-yearly. To ensure that such benefit is taken advantage of., it is further stated that "employees failing to go for their re-X-ray before their insurance lapses shall automatically forfeit the privileges provided under the Insurance Scheme."<sup>9</sup>

These later Agreements also provide fully-paid sick leave for employees suffering from Tuberculosis for a period of six months. If, on the expiration of this period, the employee is still unfit to resume duties the Company may grant a further period of six months leave on half-pay.<sup>10</sup>

(vi) Maternity Leave.

The terms for maternity leave are more <sup>or</sup> less similar in all the Agreements. After twelve consecutive months' service with the Company, and on condition she resumes duty, a female member of the staff is allowed two months maternity leave on full pay, approximately half of which shall be taken before confinement and half after. Irrespective of the actual date of confinement not more than two months shall be allowed in respect of confinement. Maternity leave is only effective after the seventh month of pregnancy. Leave on account of miscarriage, legal abortive measures or premature births occurring during the first seven months of pregnancy shall not be considered as maternity leave, but as normal sick leave.

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9 Clause 6 (d) of Government Gazette Supplement No. 223, State of Singapore, dated 12th October, 1962.

10 This is the scheme followed by Mansfield & Co., Ltd., The Central Agency Ltd., grants fully-paid sick leave for only 3 months and half-pay leave for an additional three months. On the other hand Cooper Brothers & Co., follows Mansfield & Co., Ltd., but it also allows a further six months unpaid leave, bringing the total leave <sup>that</sup> may be granted to <sup>at</sup> eighteen months.

(vii) Retiring Age and Retirement Gratuities.

The normal retiring age for each employee is fifty five years, but the employee is given an opportunity to continue in his employment for another five years beyond that age at the discretion of the Company and with his consent. Of course it has to be ascertained that he is medically fit to continue.

If employment is terminated on the ground of an employee

- (i) having reached retiring age (normally 55 years) after 10 years' consecutive service;
- (ii) resigning after five years' consecutive service because of ill-health certified by the Company's doctor;<sup>11</sup>
- (iii) having died

The Company is to pay a retirement gratuity.

This gratuity will normally be an amount equal to five or ten % of the total salary paid for the period of service. In some cases it is calculated as  $\frac{1}{4}$  (or  $\frac{1}{2}$ ) of a calendar month's salary for each completed year of service based upon the last salary received at the time of retirement.<sup>12</sup>

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11 It is significant that later Agreements (e.g. that made by Hayer, Gilfillan & Co., Ltd.,) make no mention of the necessity of having five years' consecutive service before the employee may obtain retirement benefits in the case of ill-health.

12 Two of the earlier Agreements mention that the Company's contributions in respect of a retiring employee to the Central Provident Fund in Singapore or to the Company's own Provident Fund (prior to the introduction of the Central Provident Fund) are to be set off against the benefit due to an employee at the date of retirement. The other Companies make no mention of this, suggesting that the gratuities were in addition to the Provident Fund benefits.

Most Companies reserve the right to review these provisions should the Government of Singapore amend the terms of the Central Provident Fund or introduce supplementary retirement benefit or any other social security benefit covering retirement.

H.A.O'Connor & Co., Ltd., have not included any clauses pertaining to retirement gratuities. Instead it is mentioned that "... nothing in this Agreement contained shall prejudice the right of either party to negotiate in respect of the retiring age of the employees of the Company or the payment of gratuities or service benefits to its employees."<sup>13</sup>

(viii) Redundancy.

The provisions of this Clause on redundancy are to apply only to those members of the staff whose services are surplus to the Company's requirements. The provisions do not apply to dismissal for disciplinary reasons, or for inefficiency, resignation or retirement for any reason. On discharge, an employee will be paid half a month's salary for each year of service, based on the last ~~salary~~<sup>salary</sup> drawn. This redundancy benefit is not to be less than 1½ months' salary. Some Companies reserve the right to review this benefit should the Government of Singapore at any time introduce any form of unemployment benefit.

The procedure to be adopted in respect of retrenchment will be agreed upon in consultation with the Union. Some Companies have agreed that retrenchment shall be on the "last in, first out" basis.<sup>14</sup>

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13 Clause 17 of Government Gazette Supplement No. 150 State of Singapore, dated 3rd August, 1962.

14 Mansfield & Co., Ltd., have advanced a step further by granting the retrenched employees the first preference for employment, should the Company intend to engage new employees.



In passing it may be mentioned that some Agreements have not made any mention of retrenchment benefits, which suggest that probably the employees in these Companies do not have retrenchment benefits.

Besides these major benefits that accrue to the members of the staff, there are also other minor, nonetheless significant, fringe benefits that the employees have been able to enjoy as a result of the collective Agreements. These may be elaborated under the following sub-headings:-

(ix) Allowances.

Where necessary, it is provided in the Agreement that the Company will pay \$70 to \$80 per month as transport allowances to salesmen and bill-collectors. Lindeteves-Jacoberg (Far East) Ltd., have agreed to pay \$1.50 per meal when necessary to drivers, van and lorry attendants. Further when staying overnight an allowance on outstation trips of \$5.00 per day is payable in addition to the meal allowance.<sup>15</sup>

Guthrie & Co., Ltd., has granted special allowances for travelling outside Singapore. This is in addition to the transport allowance of \$75 to all outdoor salesmen and bill-collectors for travelling on the Company's business within the City limits.<sup>16</sup>

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15 Clause 16 of Government Gazette Supplement No. 152, State of Singapore, dated 3rd August, 1962.

16 Outside the City limits the following provisions apply:-  
 (a) Car owners are to receive 20 cents per mile.  
 (b) Motor-cycle or scooter owners are to receive 10 cents per mile.  
 (c) Persons without their own vehicles shall receive reimbursement of the cost of their travelling by such means as are approved by the Company.

(x) Uniforms.

This benefit is afforded to the uniformed staff only which normally includes peons (tambies), drivers, liftmen, and sometimes labourers. Each of them is provided with two or three sets of uniforms annually. Some Companies have also agreed to provide the uniformed staff with two pairs of shoes, which are replaced when worn out. As a safeguard, some Agreements emphasise that worn out uniforms and shoes must be returned before new uniforms or shoes can be supplied. If these are not produced a reasonable explanation has to be given. Delivery clerks and outdoor employees often receive one raincoat each annually. Salesgirls are given a minimum<sup>m</sup> of three uniforms annually and three pairs of shoes and socks.

All those who are supplied with uniforms are usually entitled to either a laundry allowance of \$7.50 per month or free laundry facilities for the Company's uniforms.

(xi) Other Benefits.

Some of the Companies have provided special fringe benefits which other Companies have not furnished. These can be summarised as follows:-

- (a) Cash Advance: H.A.O'Connor & Co., Ltd., has consented to provide a cash advance to an employee equivalent to one month's pay, if so requested by an employee, once in every calendar year. Such advances are to be repaid by equal instalments over the next four months immediately after the month in which such an advance has been made.

(b) Loans: Harper, Gilfillan & Co., Ltd., has agreed to give consideration to the granting of loans in cases of hardship and in exceptional circumstances.

(c) Recommendations: Cooper Brothers & Co., has consented to grant and appropriate leaving certificate or letter to any employee the service of whom has been terminated and to any employee about to proceed overseas for studies. In addition they have agreed to grant special examination leave to employees to sit for examination for professional qualifications, provided such examination is concerned with the Firm's professional activities.

(d) Leave for Employees of Indian Origin: The benefits of this clause apply only to Peons of Indian Origin, in the service of the Firm at the date of Agreement. A peon is allowed to accumulate his annual leave, with a view to taking a long leave in India, provided this leave is taken only after the completion of five years' service. Such leave must not exceed four months and must be taken at one time without any break. Any peon who has completed five years' service with the Firm is entitled to half of the cost of his personal return deck sea passage from Singapore to Madras. Any peon with 15 years' service is entitled to reimbursement of full cost of his personal return deck passage from Singapore to Madras.<sup>17</sup>

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17 Clause 11 of Government Gazette Supplement No. 231, State of Singapore, dated 19th October, 1962.

Finally it must be mentioned that in the Agreement with  
 Happer, Gilfillan & Co., Ltd., the Union has succeeded in including  
 a Clause whereby all the benefits granted as a result of the Agreement  
 "which are in addition to those already given by the Company shall be  
 confined to Union Members only". The Union had included a similar  
 Clause in the claims forwarded to Guthrie & Co., Ltd., but later the  
 Union had agreed to withdraw that Clause. In no other Agreement has  
 the Union <sup>been</sup> successful in getting this Clause included.

SCHEDULE OF SALARY SCALES

Designation	Salary Scale (Monthly)	Annual Increments
<u>Clerical Staff:</u> *		
Junior Clerk	\$ 150	20
Intermediate Clerk	260	20
Senior Clerk	350	20
Copy Typist	150	20
Typist	170	20
Accounts Typist	250	20
Machine Operator	140	20
Telephone Operator	150	20
Receptionist	150	20
Bill Collector	150	20
Junior Cashier	210	20
Senior Cashier	400	20
Junior Stenographer	235	20
Senior Stenographer	350	20
Comptometer Operator	240	20
Storekeeper	180	20
Book-keeper	225	20
Secretarial Clerk (without shorthand)	275	20
Secretarial Clerk (with shorthand)	300	20
Secretarial Assistant (without shorthand)	475	30
Secretarial Assistant (with shorthand)	500	30
Salesman (Junior)	180	20
Salesman (Senior)	280	20
Salesgirl	150	20

<u>Technical Staff:</u>		
Engineer	375	20
Fitter	150	20
Welder	200	20
Electricaian	200	20
Capenter	180	20
Mechanic	110	20
Apprentice	100	15
<u>Non-Clerical Staff:</u>		
Peons (Tambies)	90	10
Driver	110	10
Labourer	100	10
Watchman (Jaga)	90	10
Liftman	100	10
Gardener	90	10

\* The classification of clerks into the <sup>junior</sup> subject, intermediate and senior grades has been made by us as follows:-

- (a) Junior Clerks: In this category are included despatch clerks, filing clerks, invoice clerks, shipping clerks and general clerks. Their functions are under supervision. All tasks are assigned and explained. Work is subject to check.
- (b) Intermediate Clerks: Their functions are under general supervision and they perform clerical duties requiring some specific experience and independent judgement and more initiative. e.g. costing clerk.
- (c) Senior Clerks: This includes heads of departments and sub-sections and chief clerks. Their functions are to perform responsible clerical duties involving frequent exercise of independent judgement and initiative and <sup>are</sup> under limited supervision. e.g. chief clerk, chief accounts clerk, chief stock clerk, supervisor, accountant.