

TRENDS IN AGREEMENTS.

An examination of the Agreements in a chronological order brings out the fact that in later Agreements, the Union has been successful in obtaining more benefits for its members.

A striking fact is that the Union has laid down certain basic claims which are found in all the Agreements. Thus there tends to be a great amount of uniformity in the Agreements, e.g. the hours of work and payment of overtime, holidays and annual leave, are in accordance with the Clerks' Employment Ordinance, 1957, and the Labour Ordinance, 1955.

A wider range of subjects is covered in the later Agreements, thereby reducing the area of potential conflict. The more the subjects which the Union and the Management have been able to agree upon, the smaller the scope for friction. Another interesting fact is that all the Agreements are to last for two years, which is the ideal length because long-term agreements may be too inflexible, especially in an industrial setting which is ever-changing.

While earlier Agreements grant 21 days' annual leave only after 10 years' consecutive service, Cooper Brothers & Co., has agreed to grant 21 days' annual leave after only 7 years' service. Further, the Firm has also consented to give consideration to compassionate leave, special unpaid leave and examination leave. For persons of Indian Origin, it has even allowed the accumulation of annual leave up to a period not exceeding four months.

Increasing benefits have also been obtained in medical treatment. At the time of the signature of the earlier Agreements, the S.A.T.A. Group Insurance Scheme was not in operation. With its introduction, the benefit has been extended to members of the staff in later Agreements. Moreover, fully-paid six months and half-paid six months' leave is also granted to employees known to suffer from Tuberculosis. This more or less guarantees that the employee will be allowed to continue in his employment upon full recovery. The Central Agency Ltd., and Cooper Brothers & Co., have also agreed to provide specialist or surgical treatment for its employees up to a sum not exceeding \$500.

In earlier Agreements, bonus was recognised as exclusively being the prerogative of Management. It was only mentioned that the Company would continue paying bonus in accordance with past practice. In later Agreements, definite claims for bonus have been included. For instance, the Central Agency Ltd. has agreed to give one month's salary as annual bonus while Cooper Brothers & Co., has assented to give $10\frac{1}{2}\%$ of the annual salary as bonus.

Even in the salary scales we find some difference. None of the earlier Agreements have any schedule of salary scales for the different occupations within the Company. Only in two of the later Agreements (those of Cooper Brothers & Co., and Mansfield & Co., Ltd.,) have salary scales been included. Besides this inclusion, it is also interesting to note that these later Agreements have provided much more attractive salary scales than can be noticed in the earlier Agreements. Except for the Anglo-Thai Corporation Ltd., annual increments are more or less uniform in all the Companies.

Surprisingly, except for Mansfield & Co., Ltd., none of the later

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Agreements make any mention of redundancy benefits and procedure. This is indeed a great benefit to the employees, because of the security that the inclusion of such a clause provided for them.

Also interesting is the fact that most of the later Agreements do not contain a clause on recognition. Presumably the Union has come to play such an important role in industrial relations and disputes that it is taken for granted that the Union is the recognized collective negotiating body for the employees. Finally it ought to be pointed out that none of the Agreements include specific clause pertaining to inefficiency. From this one is led to believe that the Companies reserve the right to terminate the service of an employee by giving one month's notice if his work is found to be inefficient.²³

The possibilities of further improving the salary structure in the future are limited, as Management cannot go on increasing the salary schemes unconditionally. It is more likely that the status-linked fringe benefits may come to play a much greater part in future in trade union bargaining.

23. The National Union of Commercial Workers has succeeded in having the following clause on inefficiency included in its collective Agreement with William Jacks & Co., (Malaya) Ltd., of 94 Brewster Road, Ipoh:

"Should the Company consider an employee is failing to carry out his duties efficiently, a warning letter will be addressed to him and a copy extended to the Office Committee of the Union. After three such written warnings have been issued, at intervals of not less than one month, the Company shall in consultation with the Office Committee of the Union, be entitled to dispense with the service of the employee in question or alternatively to withhold any increment for which the employee is eligible.