



R E P O R T
OF THE
ADVISORY COMMITTEE
APPOINTED BY HIS EXCELLENCY THE GOVERNOR
TO ENQUIRE INTO A DISPUTE BETWEEN THE
SUGAR ESTATES CLERKS' ASSOCIATION
AND THE
BRITISH GULANA SUGAR PRODUCERS' ASSOCIATION
AND TO MAKE RECOMMENDATIONS

R E P O R T

To His Excellency,
Sir Ralph Grey, K.C.M.G., K.C.V.O., O.B.E.,
Governor of British Guiana.

Your Excellency,

Pursuant to the powers conferred upon you by Section 6 of the Labour Ordinance, Chapter 103, you appointed us in the terms of the following notice of appointment published in the Official Gazette of 17th December, 1960:

"Appointments

Advisory Committee -

His Excellency the Governor has appointed an Advisory Committee under the provisions of Section 6 of the Labour Ordinance, Chapter 103, to enquire into the existing dispute between the British Guiana Sugar Producers' Association and the Sugar Estates Clerks' Association in connection with wages, salaries and conditions of employment and to make recommendations.

The Committee is comprised of

Mr. J.O.F. Haynes, Q.C. (Chairman)
Mr. A.L. Jackson, M.L.C.
Mr. John Durey, M.B.E. and
Mr. J.A. Tyndall, Assistant Inspector of Labour, Secretary.

The notification published in Government Notice No. 582 in the Official Gazette of the 10th December, 1960 is hereby cancelled."

2. In accordance with the terms of our appointment, we have the honour to submit the following Report:

INTRODUCTORY

3. We met in private on December 21st, 1960 and January 31st, 1961, when matters as to our terms of reference were discussed. We held a preliminary meeting with the parties to the dispute on February 7th, 1961. We sat in private in Georgetown on February 13th, 22nd, 28th, March 1st, 7th, 8th, 14th, 15th, 21st, 22nd, and 29th, April 5th and 6th, 1961 to hear the evidence and submissions of the parties. We also held meetings on April 19th, May 3rd, 10th, and 20th, June 3rd, July 2nd, and 9th, 1961 to consider our Report.

4. The parties were represented at the sittings as follows:-

British Guiana Sugar Producers' Association

Mr. F.H. Thomasson
 Mr. L.I. Naraine
 Mr. G.A. Rickaby
 Mr. L.A. Hares

Sugar Estates Clerks' Association

Mr. Henry Somerset, President
 Mr. V.A.D. Ogle, General Secretary
 Mr. Hiram Persaud
 Mr. F.A.E. Pompey
 Mr. O. Fisher
 Mr. J.P. Wong
 Mr. G. Mahase

5. The case for the Sugar Estates Clerks Association was presented by Mr. H. Somerset and that for the B.G. Sugar Producers Association by Mr. Frank Thomasson. At two sittings, when the questions of compensatory time-off and overtime payment were under consideration, Mr. Ashton Chase, LL.B., Barrister-at-Law, appeared as Counsel for the Union.

6. Soon after our appointment, we invited the parties to prepare memoranda for submission to us before the commencement of the proceedings, and we are grateful for the very helpful and comprehensive memoranda which they presented.

7. At the preliminary meeting, we consulted the parties as to whether the hearings should be conducted in public or in private, and after carefully considering the matter, in exercise of the discretion vested in us by Rule 7 of the Labour (Advisory Committee Procedure) Rules, 1942, we decided on private hearings.

8. At the commencement of our proceedings, the parties agreed that the main issues of the dispute were in connection with the following:

- (i) Revision of salaries
- (ii) Increments
- (iii) The consolidation and merging of the weekly and half yearly production target bonuses with basic salaries
- (iv) The reduction of the working week to 44 hours
- (v) Compensation for overtime work: the claim for payment as against compensatory time-off
- (vi) Leave conditions;- The improvement of the existing regulations as regards:

- (a) Long leave

- (b) Leave passage assistance
- (c) Annual leave
- (d) Casual leave
- (e) Sick leave

- (vii) Medical and surgical facilities
- (viii) Protection while travelling with workers' wages
- (ix) Special accident insurance for persons travelling with workers' wages
- (x) Designation and duties of posts
- (xi) Cycle allowance
- (xii) Dining facilities
- (xiii) "Enveloping" workers' wages
- (xiv) Education and training
- (xv) Housing and house lots
- (xvi) Discount on purchases made from stores run by Bookers Stores Ltd. and Sandbach Parker and Co. Ltd.
- (xvii) The revision of the existing pension scheme
- (xviii) The introduction of a severance pay scheme.

9. We present our Report in three parts. Part I deals with the historical background; Part II with the evidence and submissions of the parties; and in Part III, we give our comments and recommendations.

P A R T . O N EBACKGROUND AND HISTORYBackground to the Dispute

10. The Sugar Companies which are members of the B.G. Sugar Producers' Association (hereinafter referred to as the "S.P.A." or the "Association") employ on average some 24,000 persons below the Senior Staff level. The present dispute concerns approximately 1,200 Junior Staff employees represented by the Sugar Estates Clerks' Association (hereinafter referred to as the "Union", the "S.E.C.A." or "Seca") one of four unions operating in the sugar industry, the others being the Man-Power Citizens' Association, the B.G. Headmen's Union and the B.G. and West Indies Sugar Boilers' Union.

11. In the year 1950, the S.E.C.A. was accorded recognition by the S.P.A. as the bargaining agent for all clerks of Junior Staff status in the employment of the sugar companies. Two agreements were signed by the parties on May 10th in that year, one of which made provision for the avoidance and settlement of disputes, and the other for the appointment of district secretaries and representatives on Estate Joint Committees. The relevant clauses in the Agreement for the Avoidance and Settlement of Disputes, so far as this dispute is concerned, are as follows:-

6. "When any question which may give rise to a trade dispute within the meaning of the Labour Ordinance, 1942 other than general questions referred to in paragraph 3 is raised by or on behalf of either the management or of a workman or workmen the following procedure shall be observed:-

- (a) A deputation consisting of not more than three workmen, together with if available, a member of the workers' side of the joint committee shall be received by the management by appointment, without unreasonable delay for the mutual discussion and settlement of the question which has been raised. The deputation will hand to the management for record purposes a brief written statement, of the Workers' grievances and/or demands.
- (b) If the parties agree and despite anything in this agreement the question may be referred for discussion with a view to settlement to the Estate Joint Committee.

- (c) In the event of no settlement being effected on the estate, representations in the matter may be made by the executive of the Union to the Employers, and if no settlement is hereby reached, it shall be competent for either party to bring the question before a joint conference to be held between the Employers and executive representatives of the Union.
- (d) In the event of either party desiring to raise a general question or a question affecting more than one estate, a Joint Conference for this purpose may be arranged by application to the Employers' Secretary or the General Secretary of the Union as the case may be.
- (e) Joint conference shall be held without unreasonable delay after the receipt of the application by the Employers' Secretary or the General Secretary of the Union.
- (f) Failing settlement of any question at a Joint Conference, it shall be competent for either party to refer the question to the Commissioner of Labour to intervene as conciliator.
- (g) Failing settlement under (c), (d), (e), or (f) above, any question may, by mutual consent, be referred to arbitration.

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10. During the procedure outlined in paragraph 6 there shall be on the estate or estates concerned no stoppage or strike by the workers or lockout by the employer....."

12. It should be mentioned that the Union's franchise in its early years was restricted to persons who were clerical employees within the meaning of the following definition contained in a letter from the S.P.A. to the President of the S.E.C.A. dated 21st February, 1951:-

"The term "clerk" shall mean persons other than senior staff responsible to the Management of the Estate for keeping written records, books of account and statistics and whose duties cover work of a secretarial nature. The term "clerk" shall not include dispensers, sick nurses, midwives, creche attendants, headmen, foremen, cane weighers, punt checkers, process superintendents, pan boilers, time loft boys, badge or tag boys, store porters or issuers, messengers, employees of any mess, canteen or club, wharf foremen or porters, social welfare officers, sanitary officers, transport workers (water or land) or field equipment operators."

By agreement in 1957, membership was extended to certain non-clerical categories, and the present position as regards representation may be seen in Appendix I in relation to the salaries recommended.

13. After the signing of the inaugural agreement, the parties met regularly for negotiations, and several collective agreements dealing principally with salaries were concluded. In January, 1958, the S.E.C.A. and the S.P.A. entered into the last of these agreements. This agreement which was to operate for a period of two years dealt with salaries, long leave and check off arrangements. The agreement terminated by effluxion of time on December 31st, 1959, and the Union is in dispute with the S.P.A. as to the terms of a new agreement to operate from January 1st, 1960.

History of the Dispute

14. On December 3rd, 1959, the S.E.C.A. submitted a memorandum to the S.P.A. (see Appendix V) outlining their proposals for a new agreement, and asking for a conference. The memorandum contained proposals in regard to:-

- (1) "Salary scales for 1960."
- (2) "Medical and surgical facilities."
- (3) "Pensions."
- (4) "Education."
- (5) "Housing and house lots."
- (6) "Insurance for S.E.C.A. members escorting payrolls - wages and cash."
- (7) "Adequate protection while collecting and escorting cash."
- (8) "10% discount from respective companies."
- (9) "Sick leave."
- (10) "Casual leave."
- (11) "Compensatory leave."
- (12) "Leave for celebration of Eid, Pagwah and Ghana days."
- (13) "Three weeks grace period for calculating H.W.P. and Crop End Bonus."
- (14) "Enveloping cash by S.E.C.A. members."
- (15) "Xmas bonus for S.E.C.A. members."
- (16) "Cycle allowance."
- (17) "Designation and definition of duties."
- (18) "Dining facilities for S.E.C.A. members."
- (19) "Severance pay."

By agreement of the parties the following matters were added to the original list:-

- (1) Long leave
- (2) Leave passage
- (3) Overtime meal and meal break
- (4) 7% weekly target bonus.
- (5) A 44-hour week.

15. On March 1st, 1960, the parties met for preliminary discussions. Thereafter, joint conferences were held on May 10th, 11th, 12th, 18th, June 7th, July, 12th and 13th, 1960. At the meeting held on May 10th,

the S.P.A. informed the S.E.C.A. of their intention to abolish the weekly and half yearly target bonuses, and to increase the salaries of the employees by certain percentages in compensation for the loss of income. It was explained to the Union that "in calculating the percentages by which salaries should be increased to make up for the abolition of the bonuses, the S.P.A. took into consideration the average target achieved over the crop periods in the previous three years, 1957 - 1959, and spread that over twelve months." The percentages thus calculated were 5.41 for employees classified as "production" and 2.68 for those classified as "non-production." The union, in their evidence before us, stated that they had agreed to the principle of the "merger" but had disagreed as to the percentages worked out.

16. On July 13th, the negotiations reached a deadlock, and the S.P.A. informed the Union of their intention to apply to the Commissioner of Labour to act as conciliator in accordance with Clause 6(f) of the Agreement for the avoidance and settlement of disputes.

17. The evidence is clear that the parties had reached a fair measure of agreement in the course of their discussions. At the end of the third day, the Union and the S.P.A. had issued a joint press release in which it was stated that:

"Agreement was reached on some items; others were still in consideration."

The position on July 13th was described in the Union's memorandum in the following terms:

"It may be noted here that the following were the issues upon which no final agreement could be reached by the negotiating parties:

- (1) Salary scales (they include bonus merger, increments)
- (2) Medical and surgical facilities
- (3) Pensions
- (4) Education
- (5) Housing and housing lots
- (6) Adequate protection while travelling with cash
- (7) Leave - sick, compensatory
- (8) The question of the 44-hour week
- (9) Overtime pay."

It therefore follows that at the joint conference conditional

agreement had been reached on the following matters:

- (1) "10% discount from respective companies"
- (2) "Casual leave"
- (3) "Leave for the celebration of Eid, Pagwah and Ghana days"
- (4) "Three weeks grace period for calculating H.W.P. and crop end bonuses"
- (5) "Christmas bonus for S.E.C.A. members"
- (6) "Cycles allowance"
- (7) "Designation and definition of duties"
- (8) "Dining facilities for Seca members"
- (9) "Severance pay."

As regards salaries, one of the issues in respect of which no final agreement was reached, the extent of agreement is shown in the tables which form Appendix II.

18. Before the conciliation proceedings began, the Union called a one day strike on July 20th, 1960. The reason for this action, according to the Union, was to demonstrate the confidence of the members in their leadership. The S.P.A. in their memorandum claimed that the strike was "in violation of section 10 of the Agreement for the avoidance and settlement of disputes....."

19. On July 28th and 29th, August 2nd, 3rd, 4th, 18th, 19th and 23rd, the Union met the Commissioner of Labour for preliminary discussions. The S.P.A. also met the Commissioner on August 12th for the same purpose. On August 30th and 31st, both parties met under the auspices of the Commissioner. At the meeting on August 31st, Mr. Somerset, President of the Union stated that the Union, notwithstanding its previous acceptance of the principle of the "bonus merger", was not prepared to have it implemented before January 1st, 1961. Mr. Thomasson thereupon pointed out that the Union had assumed an entirely new position for which his Association had not catered, in formulating their original proposals, and that since the merging of the bonuses was integral to a number of those proposals, his Association would have to review their position. By unanimous agreement, the meeting was adjourned so that the parties could have the opportunity to discuss the following points:

- (1) Pensions
- (2) Salary scales
- (3) Increments
- (4) The duration of the agreement

The Union and the S.P.A met on September 6th, 7th, 8th and 9th, but

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the negotiations failed to reach an agreement. On September 27th they reverted to conciliation and the proceedings continued on September 28th, 30th, and, finally, on October 5th, when the talks broke down.

20. On the last mentioned day, (October 5th) following the discontinuance of conciliation, the S.E.C.A. wrote the S.P.A requesting arbitration in respect of the entire agreement under Clause 6(g) of the 1950 Agreement for the avoidance and settlement of disputes. On October 14th, the S.P.A replied as follows:

"I am directed to say that the Board of the British Guiana Sugar Producers' Association has carefully considered your letter of 5th October, 1960, asking that your demands embodied in your letter of 3rd December, 1959, and those matters in our letter IR. 34/60 dated 18th February, 1960, be referred to arbitration.

The Board regrets that it cannot join your Union in this. Clause 6(g) of the Agreement for the Avoidance and Settlement of Disputes requires mutual consent before resort to arbitration, and the Board now exercises its right to decline....."

On October 31st, 1960, the General Secretary of the S.E.C.A. wrote to the S.P.A. in the following terms:-

"At a General Meeting of the SECA held yesterday, members unanimously passed a resolution calling on the Union to go on strike as from 7.30 a.m. to-day.

I am directed to inform you that the Executive Council of SECA has no alternative but to authorise that strike action be taken as requested by the rank-and-file."

The strike began on the morning of the same day.

21. Following the refusal of the S.P.A. to go to arbitration, the Union had approached the T.U.C. for their assistance in resolving the dispute, and, after the strike was called, they again appealed to the T.U.C. On November, 8th, as the dispute still remained unresolved, the SECA wrote to the Honourable Minister of Labour, Health and Housing requesting her "to take whatever steps she considered necessary to effect a settlement". In response to the request, the Minister held separate discussions with the representatives of both parties in order to find a basis for a settlement. During the ministerial discussions, the parties and the T.U.C. were again in touch with a view to finding a settlement. A communique issued by the Ministry of Labour, Health

and Housing on 19th November, 1960, announced as follows:

"On 16th November, 1960, the S.P.A. replied that they had been approached by the T.U.C. in connection with the dispute and that discussions were proceeding on a possible solution to the deadlock and to further attempts at conciliation. The Minister was simultaneously informed by the S.E.C.A. that the T.U.C. was holding talks with the S.P.A. on behalf of their Association and the Minister in the circumstances, agreed that she should not intervene further in the matter....."

22. However, after two days, the Union informed the Minister that the T.U.C. was unable to arrive at a settlement satisfactory to them, and again solicited her assistance. Further efforts by the Minister failed to find a basis for resumption of work.

23. It was in these circumstances that you decided, on the recommendation of the Honourable Minister, to appoint us as an Advisory Committee to enquire into this dispute. Following this decision, the employees resumed work on November 21st.

PART TWOEVIDENCE AND SUBMISSIONSThe Review of Salaries

24. The main contentions of the S.E.C.A. may be summarised in the words of the following extracts from their memorandum:-

"The S.E.C.A. has since its formation been urging that its members were in a disadvantageous position with regard to salaries and wages when compared with other workers in the Sugar Industry. It has been the practice of the S.P.A. to offer from time to time salary scales with somewhat higher minimum and maximum figures. And thus on paper it may seem that members of S.E.C.A. enjoyed, over a period of years, increased salaries. But these superior figures only give the appearance, of increases while in actual fact only very slight and ineffectual increases were received. In transferring persons from an old scale to a new scale a system of conversion was invariably used which left the vast majority of employees practically at the same salary plus one increment, which they received before being put into the so-called new scale.

Whenever there was an increase, it was fortuitous, rather than a planned increase by the S.P.A; for conversion into new scales left the majority of persons not better off than the receipt of a normal merit increment. If increases were planned then each person would have been converted in the new scales in such a manner that he would enjoy a real improvement in his salary."

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"Also the fact should be kept in mind that the present salaries/wages received by the sugar estates clerks are deplorably low, and therefore any increases designed to equate clerks in the Sugar Industry with workers of similar functions and status in other industries, as well as with other workers within the Sugar Industry itself must represent a high percentage of the deplorably low salaries/wages they receive at present."

25. In 1954, there was a general revision of the salaries of the workers represented by the S.E.C.A., and the system of salary scales was introduced. Since that year, the scales were revised on three occasions, in 1955, 1957, and again in 1958.

26. Mr. Somerset, President of the Union, argued that at no time had the attempt been made, in revising the salaries, to effect a general improvement in the financial position of the workers. Increases which had resulted directly from the implementation of the revised salaries were fortuitous and restricted in incidence. The Union had studied the table given in the S.P.A.'s memorandum showing the scales implemented

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since 1954. The S.P.A. had calculated the percentage increases at the maximum and minimum of each new scale. The Union's view was that the percentages shown were of little significance since only workers who were at the minimum of their scales at the time of implementation would have benefited to the extent indicated. The employee with a number of increments to his credit, and who was either at or above the minimum of the new scale, did not benefit from the revision.

27. In support of the Union's contention, Mr. Somerset referred to the illustrations drawn up, for the benefit of estate managers, in an S.P.A. circular, dated December, 2nd 1957, (a copy of which was sent to the Union) in connection with the new scales for 1958. The relevant portion of the circular is as follows:-

"In view of the fact that the minimum of several scales of pay have been raised considerably, it will not be possible to maintain present differentials in all cases.

However, it is not the intention that any individual should lose by the implementation of the new scales. If, therefore, any employee below the new minimum of his grade would have been recommended for a merit increment greater than the difference between his present rate of pay and the new minimum, he should be recommended for the merit increment originally intended; otherwise his salary should be raised to the new minimum.

Some examples of the application of this principle are given below for guidance:

<u>PRESENT DESIGNATION</u>	<u>PRESENT SALARY</u>	<u>INTENDED RECOMMENDED INCREMENT</u>	<u>NEW MINIMUM</u>	<u>ACTION TO BE TAKEN</u>
Other Bookkeeper	\$ 52.50	\$2.50	\$ 60.00	Increase to \$60.00
" "	58.00	3.50	60.000	Increase to \$61.50
Senior Asst. Book- keeper	110.00	7.50	120.00	Increase to \$120.00
Senior Asst. Book- keeper	117.50	7.50	120.00	Increase to \$125.00
Asst. Storekeeper	117.00	5.00	120.00	Increase to \$122.00"

Mr. Somerset stated that the same principles had been adopted in respect of the other revisions.

28. Mr. Somerset referred to another effect upon salaries of the adjustment principles adopted by the S.P.A. This effect is discussed in the following extract from the Union's memorandum:

"Prior to 1955, a clerk had to serve a probationary period of three years before he became eligible for a monthly

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salary of \$47.50 - the minimum of the grade. Scales were revised in 1957 and again in 1958 and on each occasion the clerk mentioned above was taken to the minimum of the new scale: that is, to \$55.00 per month in 1957 and to \$60.00 per month in 1958. In other words, this worker, after over 6 years was in receipt of a salary of \$60.00 per month (minimum of the grade) at the end of 1958. Investigation will show that a large number of workers with even longer years of service are either at the minimum of their grades or just a little above. In many instances clerks with twenty years' service are still receiving \$80 to \$85 per month. This has been the pattern in all grades and from estate to estate."

29. Mr. Somerset compared the experience of the members of the S.E.C.A. in respect of pay increases during the years 1954 to 1959 with other sugar workers represented by the M.P.C.A. Data were furnished which revealed that the rates of pay of the M.P.C.A. categories had risen by 32.3 per cent during the period January 1952 to December 1959. Reference was also made to subsequent increases negotiated by the M.P.C.A. which had the effect of improving the minimum wages of all adult male time-workers from \$2.33 per eight hour day for the year 1959 to \$3.00 with effect from January 1st, 1961, the latter amount, however, being inclusive of compensation for the withdrawn bonuses.

30. Further arguments by the Union may be summarised as follows:-

- (a) The responsibilities of the members of Seca in general had increased over the past few years.
- (b) A higher standard of efficiency was required of them.
- (c) The Association could not argue inability to pay.

31. On the strength of these submissions, Mr. Somerset urged acceptance of the Union's proposals, and a 25 per cent increase on the 1959 salaries.

S.P.A.'s Reply

32. Mr. Thomasson, on behalf of the S.P.A., argued that, in revising salaries, regard must be paid to a number of factors. The most important of these were:-

- (a) Changes in the cost of living.
- (b) Changes in the responsibilities of the job category.

- (c) Changes in the rates of pay of other workers within the industry.
- (d) Salaries or wages attached to comparable posts outside the industry.
- (e) Improvement in the standard of living.

He also pointed out that these factors must bear reference to the ability of the Industry to pay, and the necessity for the S.P.A. to maintain a rational and inter-related structure of wages and salaries within the industry. Any suggestion that adjustment of salaries should result in automatic increases for all employees was unacceptable to the Association.

33. The following extract from the S.P.A.'s memorandum, clearly summarises its views on the Union's claims in relation to the aforementioned factors:-

"The relative justification of the demands of the various Unions must be considered along with the financial implications arising from agreement with any particular Union. This is particularly true in relation to SECA's claim for a flat 25% increase in 1960. In the opinion of the SPA the SECA failed to produce any evidence to justify an increase of this size or in fact to justify any increase beyond that which would normally be granted, to individuals represented by the Union, under the existing incremental system. There has been no abnormal increase in the Cost-of-Living, there have been no fundamental changes in job responsibilities, there have been no abnormal increases in salaries payable in comparable job opportunities and there have been no increases to other related grades and categories in the Sugar Industry which would justify an increase of this size. In fact, over the years, the Salary Scales have been increased considerably (see Appendix "G") and the annual increments awarded to categories represented by the SECA have been in excess of the increases awarded to the bulk of employees in the Industry and no less than the increments awarded to comparable staff categories represented by other Unions. Therefore if an increase of 25% is considered justifiable for categories represented by the SECA it would be equally justified for all employees in the Industry. The total wages and salary bill for the Industry in 1959 was about \$23½ million. An increase of 25% would therefore cost nearly \$6 million which would be approximately three times the nett surplus derived from sugar in 1959. Therefore a 25% increase is clearly an impossibility.

During the first half of 1960, at the same time as the negotiations with the SECA, the SPA was conducting negotiations with two other Unions, the British Guiana Headmen's Union and the British Guiana and West Indies Sugar Boilers Union, who represent other staff categories. In this complex situation the SPA must nevertheless strive to maintain a rational and interrelated

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structure of wages salaries and conditions of employment. Mutually satisfactory agreements were reached with these two Unions. Copies of the Agreements are attached as Appendices

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"It is also necessary to consider the salaries and conditions of employment obtaining in comparable job opportunities outside the Sugar Industry, having regard also to the educational standards required and the nature of the work involved. In this connection, so far as Estate clerks are concerned for instance, no General Certificate of Education or equivalent requirements are laid down as in the case of established clerical grades in the Civil Service. The majority of persons joining the Sugar Industry as clerks do so shortly after concluding their primary education. In the opinion of the SPA comparable job opportunities are such jobs as

Open Vote P.W.D. Clerks

Pupil Teachers

Shop Assistants

Clerks at B.G. Rice Development Co.,
Burma and Anna Regina."

34. On the question of annual increases, Mr. Thomasson pointed out that, whereas, during the years 1952 to 1958 the increases in the rates of pay of members of the M.P.C.A. totalled 32.3 per cent, SECA's categories during the same period had received a total increase of 41 per cent in the form of approved normal annual increments. If the large number of above average increments awarded over the same period was taken into account, the increase would be in the vicinity of 50 to 55 per cent. It was the Association's view that those increases served the dual purpose of compensating the workers for the rise in the cost of living and providing for the improvement of living standards.

35. Mr. Thomasson also commented on the Union's statement that over the years 1954 to 1958 many clerks had found themselves moving from minimum to minimum with each revision, and that the salaries of a disproportionately large number of them as a consequence were close to the minimum of the scales. He contended that this situation was largely brought about by the shortness of the periods between revisions. In further explanation, he pointed out that 67% of the clerks had been employed for five years or less and 87% for nine years or less. It

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should not be surprising, therefore, that the distribution within the scales was uneven.

36. With reference to the salaries proposed by the Union, the S.P.A. submitted that there was no good reason for upgrading the categories employed in the local accounts offices relative to those in the stores and time offices. It could not be argued that the responsibilities of the headbookkeeper had increased; on the contrary, many of his functions had been taken away with the creation in recent years, of the senior posts of secretary accountant and assistant secretary accountant above him. The Association held firmly to the view that no useful purpose would be served by dividing the "Other Clerks" grade into Grade II and Grade III clerks as suggested by the Union. The nature of the duties performed by "Other Clerks" was such as to make the division unwarrantable and administratively unwise. Bookkeepers, timekeepers and storekeepers were all essentially clerical employees, and a person was liable to be moved from one category into another, either to a parallel job, or on promotion. It was necessary in order to maintain a flexible establishment to attach the same salaries to posts of equal status in the various clerical sections.

37. Appendix IV, a diagrammatic representation of the structure of the administration, was submitted to us by the S.P.A.

Annual Increments

38. The Sugar Companies award annual increments on the basis of merit and performance. According to this system, the size of the increments varies in relation to management's assessment of the employee's efficiency. Normal increments are fixed in relation to the various levels of salary, and these quantities are payable to employees who display average diligence and efficiency in their work. The variations are made both above and below the normal increments. The Union stated that it was not the practice of Management or the S.P.A. to disclose what were normal increments.

39. The Union's request is a modification of this system of merit increments. They propose that the normal increment should be treated as

a minimum quantity, i.e., the smallest amount which the employer should award to any employee, but they did not wish to interfere with the employers' discretion to award larger increments to deserving employees. The Union argued that the discretion to award increments below normal had worked to the disadvantage of their members. They held strongly to the view that the increments, particularly the subnormal quantities, did not always reflect attempts by Management to judge accurately the performance of the individuals, and felt that a stated minimum would have the effect of restricting the scope for favouritism and arbitrariness and reducing workers' discontent.

40. The normal increments recommended by the Union are as follows:-

Senior Supervisory Grades	\$15.00
Junior Supervisory Grades	\$12.00
Non-Supervisory Grades	\$ 9.00
Telephone Operators	\$ 6.00

41. Mr. Thomasson, on behalf of the S.P.A., said that all increments had to be approved by the Head Offices and were discussed with the sugar estate managers. In that way a great degree of parity with reference to the various estates was maintained in the awards. The S.P.A. categorically denied the Union's charges of favouritism and arbitrariness, and pointed out that cases of increments falling below normal were very few in practice. In the view of the Association, there was no difficulty in implementing the Union's request, but it was felt that even though an employee might fall below the normal in his performance, he might still be deserving of some reward; on those grounds, they would prefer to retain the existing system which allowed for such considerations. The Association had agreed to specify the normal increments at the various levels. That was accepted by the Headmen's and the Sugar Boilers' Associations, and similar proposals on a similar basis had been put to the S.E.C.A.

The Merging of the Weekly and the Half Yearly Production Target Bonuses

42. The history and the existing position as regards the weekly and half yearly production target bonuses are outlined in a supplementary

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memorandum which the S.P.A. submitted at our request:-

"The Weekly and Half-yearly Production Target Bonuses were agreed with the Man-Power Citizens' Association in 1952 for "production" categories of employees represented by that Union and were voluntarily extended to certain other "production" employees including some categories represented by the Sugar Estates Clerks' Association. In 1953, it was agreed with the MPCA that "non-production" categories represented by that Union should also receive these bonuses, but at a lower rate than that of the "production" categories. During the same year these bonuses were extended as a special concession to all other categories of employee, including those then represented by the SECA. The SECA was not a signatory to these Bonus Agreements.

At the Joint Conference of 10th May, 1960, at which negotiations proper began (the previous meeting having been merely for clarification of the Union's demands), the SPA informed the SECA of the intention to abolish these two bonuses and to merge them into salaries.

These bonuses were in no way guaranteed in the past and were received only during the crop period and only when the targets were achieved. Therefore in calculating the percentage by which salaries should be increased to make up for the abolition of the bonuses, the SPA took the average target achievement over the crop periods in the previous three years 1957-59 and spread that over twelve months. This figure was calculated at 5.41% for "production" workers and 2.68% for "non-production". The Unions were informed of all this at the Conference of 10th May, 1960. It was made clear to them that the SPA's proposed salary scales included the bonus merger. They agreed in principle to the merging of these bonuses but did not accept the factors submitted by the SPA.

By agreement with the MPCA these bonuses were abolished as from January 1961, and no employee of any SPA member company will receive them in future.

These bonuses have been incorporated into the wages or salaries of employees who are represented by the MPCA (w.e.f. 1st January, 1961), the B.G. Headmen's Union (w.e.f. 1st June, 1960) and the B.G. and West Indies Sugar Boilers' Union (w.e.f. 1st June, 1960 for Process Foremen and w.e.f. the Autumn Crop, 1960, for Sugar Boilers), all these Unions having signed Agreements with the B.G.S.P.A. for 1960 onwards."

43. Mr. Somerset stated that his Union had agreed in their negotiations with the SPA on the principle of merging bonuses. The S.E.C.A.'s memorandum states:

"It must be noted that we are agreeable to the principle of merger, if satisfactory agreement to both sides could be reached. It must be stated also that although the SPA agreed in principle at Joint Conference to an upward revision of the Bonus-Factors of 2.68 and 5.41, they deliberately omitted to mention this aspect of our talks at conciliation. Consequently our faith in the S.P.A. has been tremendously shaken."

The Union's claim to higher bonus factors is based, in part, on their expectations as to the future of the industry. In the words of their memorandum:

"Our proposal, having taken into consideration the constant improvements by way of mechanisation, technological advances, and automation is based on the anticipation that these trends would continue over the years. We must point out, too, that every year members' salaries and wages are increased, due to increments based on the previous year's performance. Correspondingly, bonuses are increased. It is quite clear then, that any formula to merge bonuses with salaries must be based on future anticipated consideration."

The Union also rejected the distinction between "production" and "non-production" workers, and asked for an addition of 8% to the salaries of all their members in compensation for the withdrawn bonuses.

The following is a quotation from their memorandum:

"It should be also noted that the terms "Non-production workers" and "Production workers" are out of date in relation to modern economic theory. We consider the retention of these terms in classifying workers, as only another device to cheat workers of a just share of the wealth they help to create by their labour. We hope that since S.P.A. has conceded this point since 1958, the time has now arrived when justice will be done.

We are therefore claiming that our proposals, as shown in Appendix 7 should be accepted, and that a bonus factor of 8.0 should be universally applied after the implementation of our proposed scale."

Reduction of Working Week to 44 Hours

44. Mr. Somerset stated that the Union was requesting a normal working week of 44 hours for all categories of workers. In the factories, the practice was an 8-hour day/6 day week. In the local accounts offices on a few estates, an 8-hour day/5½ day week was the practice; otherwise, a 6 day week was worked. In 1954, the Union and the S.P.A. had entered into negotiations with a view to establishing a 44-hour week. A letter from the S.P.A. to the Union, dated December 3rd, 1954 conveyed the S.P.A.'s intention on the question in the following terms:

"Every effort should be made to ensure that the normal hours of work are reduced to 44 hours per week, and the maximum number of hours a clerk should be expected to work in any one week would be 48 hours."

Mr. Somerset went on to say that no effort had been made to fulfil the promise. On 7th December, the Union had asked the S.P.A. to refer the

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question to arbitration. After some correspondence on the point, it was agreed to add the subject to the Agenda for the 1960 negotiations.

45. Mr. Thomasson's reply was that the Sugar Producers' Association had always endeavoured to bring about a gradual reduction of the working hours of clerks in the local accounts offices, and that reasonable progress had been made in that direction since 1954. On a number of estates, as the representatives of the Union had stated, a working week of 44 hours in the local accounts offices was the standing arrangement.

46. It was impracticable to institute a 44-hour week for supervisors, and the existing arrangements for those workers were reasonable and satisfactory. Supervisors enjoyed certain benefits, e.g. long leave, not granted to lower grades of workers and, in return, it was expected that they should occasionally work overtime without additional remuneration. Supervisors in factories had, under their charge, persons employed on a 48-hour week basis, and a reduction of their hours to 44 would seriously upset the existing staff arrangements.

Compensatory Leave and Overtime Payment

47. Compensatory leave or compensatory time off, as practised in sugar industry, is leave given to employees, instead of payment, for work done in excess of normal hours. An employee is allowed periods of working time off equivalent to the number of hours worked overtime.

48. Mr. Somerset informed us that compensatory leave accrued to all employees for work done in excess of 48 hours per week. As regards clerical employees and supervisors, the granting of such leave was not regarded by Management as being obligatory, and was subject to the exigencies of the service. During the inter-crop periods, extensive preparatory work had to be carried out in the sugar factories, and a great deal of overtime work was done by the workers concerned. The "grinding" season (when the factories are working) was a period of considerable pressure for many categories of employees, since the factories were normally in continuous operation during that time. It was not unusual for employees to work throughout the grinding season without as much as a single day off. The clerks in the local accounts offices also had their seasons of intense

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activity when they were called upon to work long periods overtime.

The Union was requesting that overtime payment be substituted for compensatory leave in respect of all its members.

49. The Union also invited Mr. Ashton Chase, Barrister-at-Law, to give evidence on their behalf on the question of the application of the Factories Ordinance to overtime work performed by some of their members employed in factories. Mr. Chase's thesis was that, in the case of the S.E.C.A. categories employed in the factories, Section 29 of the Factories Ordinance makes it obligatory on Management to pay to all those workers, whether supervisory or otherwise, for any work done in excess of normal hours or on public holidays, remuneration at certain prescribed rates.

50. Mr. Chase's arguments were very interesting, but we do not think that, as an Advisory Committee, it is our function to rule on controversial legal issues whatever are our personal opinions. We have decided, therefore, with due respect to the Union's Counsel, that we ought to divorce from our recommendation any opinion as to what is or is not the correct interpretation of the Factories Ordinance on this issue. It is our view that, if either of the parties desires a solution to any legal issue, apart from reaching a compromise where this is permissible, they should seek the solution by legal process.

51. The S.P.A.'s case was argued in a supplementary memorandum as follows:-

"The demand for overtime payment was not contained in the Union's memorandum of 3rd December, 1959, which raised the question of compensatory leave, nor in the Union's supplementary letter, which asked for discussion of a 44-hour week. The Union delegates did not mention overtime payment during the 1960 negotiations until the Joint Conference of 7th June, when they said they wished their members to receive payment for overtime instead of compensatory time off.

2. Until that meeting the SPA had understood that the Union was not making any claim for overtime pay but was asking for compensatory time off after 44 hours in a week instead of after 48. This is supported by the following extract from the Labour Department's Minutes of a conciliation conference held on 25th November, 1959:

"5. In reply to a request from Mr. Thomasson for clarification of the expression '44-hour week' within the context of the Union's claim, Mr. Somerset explained that the Union

were in fact claiming an 8-hour day and a 44-hour week, with time off for hours worked beyond 44 hours per week."

3. At the Joint Conferences of 10th and 11th May, 1960, the SPA and the Union discussed which categories should be entitled to compensatory time off after 44 hours. At no time during the negotiations was there any detailed discussion on overtime payment, and at the Conciliation Conference of 30th August the Conference Chairman expressed the opinion that the question of overtime payment should not have been raised in conciliation as it had not been among the original claims (see item 19, page 4 of Conference Minutes).

The SPA believes that giving compensatory time off for hours worked over the normal number per week is the proper way of dealing with overtime for SECA categories. This is normal industrial practice in respect of salaried staff. Employees of this level enjoy security and status not enjoyed by the seasonal or casually employed worker who received overtime pay; and it is reasonable that salaried workers should be expected to work overtime when necessary without extra pay, especially if they are given compensatory time off. In the SPA's view, it is especially undesirable to introduce overtime pay for supervisory grades, as these form part of management.

The introduction of overtime payment would almost certainly lead to a reduction in staff, as it would no longer be necessary to maintain a large enough staff to allow for absences on compensatory leave."

52. Mr. Thomasson stated that the industry was subject to peaks and troughs of activity, i.e., times when there was much work to be done and overtime work was necessary, followed by periods of relaxation. The Association had always endeavoured to reduce the peaks, and the cancelling of the bonuses and the introduction of the "lying time" period would have that effect so far as office clerks were concerned. The Association wished the Committee to consider the issue of compensatory leave against the background of fluctuating activity.

53. Mr. Thomasson went on to say that the S.P.A. denied the allegations that the clerks in the local accounts offices were required to work excessive overtime. A statistical survey carried out by the Association in 1958 revealed that those clerks had been working an average of only 50 minutes overtime per week. The S.P.A. was opposed to payment for overtime to supervisory personnel and clerical employees. They held the view that supervisors might succumb to the temptation of allowing workers to go slow on their jobs in order to benefit from overtime work; and that the work of a clerk was such that control of his effort by a supervisor

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was difficult and so he could create overtime almost at will.

Leave Conditions

Long Leave and Annual Leave

54. Long leave and annual leave are considered together in the Union's proposals. The Union proposed the following:

1 to 3 years' service	2 weeks annual leave
4 to 5 years' service	3 weeks annual leave
6 years' service and over	3 months

and thence after, 3 months for each succeeding three years of service.

The grounds on which the Union based their claim are set out in their memorandum in the following terms:-

"Messengers, counter clerks and other clerical workers in the employment of Bookers Stores Limited and Bookers Sugar Estates Ltd., Head Office are granted long leave after a stated number of years of service. Thus, it appears that the principle is to grant long leave on length of service rather than on status."

At present only four supervisory categories are entitled to long leave:

Head Bookkeepers
Head Laboratory Technicians
All Supervisors and Senior Foremen
Confirmed Field Clerks

During the 1960 negotiations the S.P.A. had offered to extend the existing facilities to two other categories namely, head storekeepers, and all foremen below the senior foreman grade, with the exception of second line foremen. The S.P.A. had also offered to grant one month's long leave every six years to the following male junior grades:

Senior Assistant Bookkeeper
Head Timekeeper
Assistant Storekeeper
Senior Laboratory Assistant
Distillery Clerk
Senior Shipping Clerk
Second Line Foreman

These proposals were unacceptable to the Union.

55. Mr. Thomasson replied that the S.P.A. held the view that long leave should be given to persons in positions of responsibility who worked long hours as the exigencies of the service demanded without extra remuneration. In the view of the S.P.A., the Union's claim for a 44-hour week with overtime payment and long leave for all was unreasonable. The S.P.A. had agreed to make certain extensions as mentioned by

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the Union, and they considered these concessions quite reasonable in all the circumstances.

Passage Assistance Grant

56. Mr. Somerset stated that the Union was asking for an increase in the passage assistance grant from the present maximum of \$120 to \$200. All persons entitled to long leave under the new agreement should be eligible for this grant. The increased maximum was requested on the ground that the cost of passages abroad had gone up.

57. Mr. Thomasson replied that, contrary to what the Union had claimed, the cost of passages to the West Indies, with reference to which region the grants were made, had fallen in recent years.

Casual Leave

58. The Union's request is that six days casual leave per year should be granted, with the condition that an individual should not be given more than two consecutive days casual leave on any one occasion.

59. Mr. Thomasson argued that casual leave was given at the discretion of Management and was not an entitlement. The S.P.A. had proposed that the amount of casual leave to be granted in any one year should be left open.

Sick Leave

60. The following proposals are contained in the Union's memorandum:

- " (i) 28 days paid leave and 28 days on half-pay for all members of the Union.
- " (ii) That the certificate of a Medical Practitioner other than the estate doctor, recommending sick leave should be acceptable for the purpose.
- " (iii) That probationers should be granted the same sick leave benefits as confirmed employees."

The Association's point of view, as stated in their memorandum, is as follows:-

"The S.P.A. considers that the present arrangements for sick leave are adequate for the normally healthy employee and also that in the case of serious and prolonged illness Estate Managers do exercise judgment in a fair and generous way. However, the S.P.A. proposed certain improvements and these were accepted by the Union on 12th July, 1960."

As to the improvements referred to, the S.P.A. had offered to increase the rate of sick leave for persons with 10 years of service or more to

28 days per annum on full pay, any leave thereafter, whether on full pay or on half pay, being subject to Management's discretion.

61. The Union also argued for a revision of the requirements as to certification in the case of sick leave. The existing Regulation provides as follows:

"A certificate signed by the Estate Medical Officer or the Estate Dispenser shall be required after an absence of one day. Sick leave for a period of not more than three days may be granted on the recommendation of the Estate Dispenser but for longer periods shall be granted only on the recommendation of the Estate Medical Officer."

The Union proposed that Management should accept a medical certificate procured from any registered medical practitioner.

62. With regard to the Union's proposal, the S.P.A. commented in their memorandum in the following terms:

"The S.P.A. has given consideration to the S.E.C.A.'s recommendation that a medical certificate from a qualified Medical Practitioner be accepted by the estate authorities for the purpose of sick leave. In this connection the Association wishes to state that an employee is free to procure a medical certificate from any Medical Practitioner he chooses. Such certificate, however, will not necessarily be binding on the Estate Authorities."

Medical and Surgical Facilities

63. As regards medical and surgical facilities, Mr. Somerset alleged two causes of dissatisfaction:

- (i) poor facilities at Estate Hospitals;
- (ii) the restriction of medical treatment in hospitals other than estate hospitals to persons who had made use of those facilities prior to 1952.

Mr. Somerset explained that, before 1952, some clerks who received medical and surgical treatment at outside hospitals had their expenses paid by local management. In that year, however, instructions were issued by the S.P.A. to all sugar estate managers restricting the privilege to those persons who had, at some time or other previous to the issue of the circular, benefited from the practice. The Union was asking that the facilities be now extended to all its members and their families.

64. Mr. Thomasson stated that the Companies provided facilities on the estates free of charge for those of their employees who cared to use

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them. All junior staff members and their families, whether residing on or outside of the estates, were entitled to the treatment provided. As regards the 1952 decision, the Sugar Producers' Association had conducted a survey in that year, and had discovered that on a few estates, the Managers had been authorising the payment of the expenses of clerks who had happened to receive medical and surgical treatment at hospitals other than estate hospitals. Instead of abruptly ending the practice, the Sugar Producers' Association had decided to restrict the facilities to those employees who had already enjoyed the privilege. It was not the responsibility of the Industry to provide medical facilities for the families of its employees. Nevertheless, the Sugar Producers' Association was concerned that the staff and their families should have satisfactory medical facilities, and in furtherance of that end had, on its own accord, decided to investigate the possibility of introducing a comprehensive contributory medical scheme. The Union had been informed of that proposal, early in the negotiations, and had expressed agreement.

Protection while Escorting Workers' Wages

65. Mr. Somerset stated that the armed protection given to the clerks travelling with workers' wages was inadequate. Normally two jeeps were used in the transportation of wages, one armed guard travelling in each. The guards were usually seated in a cramped position, carrying an unwieldy gun, and ill prepared for an emergency. The Union was suggesting that the Police Department should be asked to examine the protective measures taken by the estate authorities with a view to making recommendation for improvements.

66. Mr. Thomasson replied that the Union's complaints had been referred to the S.P.A.'s Security Officer whose view on the matter was that the measures were adequate. The S.P.A., however, was quite prepared to have the security arrangements investigated by a qualified independent person.

Special Accident Insurance for Persons travelling with Workers' Wages

67. Mr. Somerset stated that the Union was asking for special accident insurance in respect of those persons travelling with large sums

of money for the payment of workers. He added that the S.P.A. had forwarded a letter to the Union in April 1960, promising such insurance.

68. Mr. Thomasson disclosed that the S.P.A. had referred the matter to an Insurance Company which had already started on the necessary investigations.

Designations and Duties of Posts

69. The gist of the Union's case is contained in the following extract from their memorandum:

"The S.E.C.A. desires to protect against the practice of establishing jobs and giving them designations without consultation with the Union. Another malpractice of Management is compelling employees to perform duties outside the scope and terms of their employment, thus continually increasing the burden upon the employee, and in many instances, leading to decreased efficiency.

"Often when vacancies occur the Managements of various estates omit to fill these vacancies, and the work which was formerly done by the persons who occupied the vacant posts is shifted to other employees.

"The Union claims, in this connection are that each employee should be informed of his designation and provided with a list of duties, and also that consultations should be held with the Union before arriving at the designations and lists of duties for new jobs."

70. Mr. Thomasson commented that the Association considered it reasonable for employees to be informed as to their designation and duties, but considered the question of what there should be not a matter for negotiation, having regard to the fact that the allocation of duties was a function of Management. The Association was particularly apprehensive of the possibility that too careful a definition of duties would lead to restrictive practices. As to filling of vacancies, the Union appeared to hold the erroneous view that, as long as the S.P.A. agreed to lay down a salary scale for a particular category of worker, an appointment to that post must be made on each estate. Whether or not it was necessary to have a particular post on an estate had to be decided by the management concerned. While it was necessary to fill vacancies as expeditiously as possible, appointments might be delayed because of the lack of suitable candidates.

Cycle Allowances

71. As regards cycle allowances the Union's arguments are set out

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in their memorandum:

"At the present time some employees are offered a cycle allowance of \$1.50 per month on some estates, and on other estates of \$3.00 per month. These allowances are paid to employees who use their cycles in the performance of estate duties and are paid only when the cycles are used for distances of 50 miles and over.

"It is also the practice of managements to provide transportation in the form of jeeps, motorcars, motorcycles and mules, for members of the Senior Staff. It should be pointed out that the Junior Staff members have to cover the same distances in the pursuit of their duties, which are covered by the members of the Senior Staff, for whom provision is made, as is mentioned above.

"The Union claims that managements should provide transportation for Union Members in pursuit of official business, or increase the present inadequate allowances given for pedal cyclists to \$6.00 per month for distances from 50 miles and over; and \$3.00 per month for distances from 25 miles to 49 miles; and also with respect to motorcycles and autocycles, an allowance of \$15.00 per month for distances of 50 miles and over, and \$7.50 per month for distances of 25 miles to 49 miles, should be paid."

72. Mr. Thomasson replied that the Union's request in respect of motorcycles and autocycles was entirely new, and had been made for the first time in the memorandum prepared for the Committee. Apart from that, the issue was a simple one on which the Union and the S.P.A. had reached speedy agreement. The basis of the agreement was that the allowance payable to users of bicycles under the existing regulations should be increased from \$3.00 per month to \$5.00 per month.

Dining Facilities

73. With regard to dining facilities, Mr. Somerset stated that a fairly large number of the workers represented by the S.E.C.A. lived several miles from the estates, and had to take lunch at their workplaces. The case for the workers was argued in the Union's memorandum as follows:

"The Union, making a survey of the problem, discovered that a high percentage of its members have to take their lunch in the most unsuitable environments and under the most unfavourable conditions. Some persons have to lunch at their desks, others in megasse logies, and some others have often to stand as they take this vitally important midday meal. It should be noted, too, that this meal is then cold and most employees find this a tremendous hardship, as not only do they find a cold meal comparatively unpalatable, but also that it interferes with their health.

"The Union wishes it to be understood that the S.P.A. agrees that there is need for much improvement in this connection, and therefore the delay in providing such improvements seems most undesirable.

"The Union urges that each estate should immediately be provided with a special building with all convenient facilities for its members to have their meals in comfort."

74. Mr. Thomasson replied to the effect that the Association acknowledged that the conditions were not what they should be. Unfortunately, the Companies had been prevented from making the provisions they considered necessary by the lack of funds for the purpose. On the estates, however, there were junior staff clubs which, with a few exceptions, were reasonably near to the factories and local accounts offices. These could be used by the workers for the time being.

Enveloping Workers' Wages

75. Mr. Somerset stated that the Union considered that the staff arrangements in connection with the making up and "enveloping" of worker's wages were highly unsatisfactory. The Union's criticisms and proposals are set out in the following extract from their memorandum:-

"Since the task of enveloping and paying thousands of dollars to hundreds of persons is a very responsible and difficult, and one in which genuine errors may be made from time to time, and since the present practice is to require employees to pay out of their own pockets when there are shortages, thus imposing inexpressible hardships upon such employees, who may sometimes be compelled to pay for shortages which may not be due to any error or dishonesty on their part, the Union demands:

- (i) That Managements allow a margin for error to each person who participates in the enveloping of cash, as is done in the case of the cashiers in the Commercial Banks.
- (ii) That a junior clerk, in receipt of salary below \$120.00 should not be permitted to be responsible for enveloping cash, since there have been cases of persons having to refund as much as \$20.00 out of their own pocket money. And further, it is the point of view of the Union that such responsibility is out of proportion with his status and salary."

76. Mr. Thomasson replied that the S.P.A. viewed the amount of responsibility involved in the operations as being exaggerated. There were checks both at the beginning and the end of the operations, and the possibility of a shortage of cash was remote. The number of reported

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shortages in the past had been very few, having regard to the size of the industry and the number of employees involved. Not in every case of a shortage was the person concerned required to make good the deficit; the circumstances of the loss were always taken into consideration. Whenever possible, senior employees were put in charge of the operations. In any event the composition of an estate office staff on any particular day might be such that there would be an insufficient number of clerks earning more than \$120 per month to undertake the necessary work.

Education and Training

77. The Union's views and proposals are set out in their memorandum as follows:

"A careful study of the Sugar Industry would reveal that its present developed position has been the result of a constant struggle with drainage problems, labour disputes and outdated manufacturing techniques.

"To keep abreast of world trends and world prices, ways and means had to be found to meet the challenge of survival.

"This meant that the Administration, technicians and production equipment had to acquire new outlook, improved techniques and superior quality in order to forge ahead.

"The Union holds the view that S.E.C.A. members made sacrifices during the period of transformation and therefore maintains that its members should be selected for further training with a view towards promotional opportunities.

"It is true that an Assistance-to-Study Scheme is in existence for individuals desirous of furthering their knowledge in the field of Accountancy; but no opportunity exists for other technical or Administrative employees.

"The Union claims, that in view of the fact that Sugar Companies have established Cadetship and the Scholarship Schemes in addition to local apprentice and technical training schools, S.E.C.A. members ought to be given better consideration for training."

78. Mr. Thomasson pointed out that it was the policy of the Sugar Industry to train employees in order to improve their efficiency and prepare them for positions of higher responsibility. There were various assistance and incentive schemes for those who were willing to embark on certain approved studies, and the S.P.A. had plans for expanding those facilities. While the S.P.A. appreciated the Union's interest in the matter the question of training was entirely for Management to decide, and was outside the scope of the negotiations. The views of the S.P.A.

had been explained to the Union in the course of their negotiations, and had been favourably received.

Housing and House Lots

79. With regard to the question of housing and house lots, Mr. Somerset stated that loans for building houses were made by the Sugar Industry Labour Welfare Fund Committee to sugar workers including headmen, foremen, sugar boilers, clerks, etc. The land for building purposes was provided on leave by the sugar companies, through the Sugar Industry Labour Welfare Fund Committee, but priority for the last ten years had been given to sugar workers below the junior staff status. A few of the Union's members had been fortunate to receive lands, but the problem had grown even more acute. The Union was asking for a solution along the lines laid down in their memorandum:

"All that the Union is urging is that a Census be obtained of needy house-builders of S.E.C.A., and that the necessary lands be made available so that the Labour Welfare Fund Committee could secure same for S.E.C.A. members either under the existing agreement, or under some new arrangements suitable to the sugar companies, Labour Welfare Fund Committee and S.E.C.A., with the expressed aim of relieving our present unsatisfactory housing situation resulting primarily from discriminatory practices in the past."

Mr. Somerset further informed us that the Union was considering the alternative possibility of lands being conveyed directly to the workers by the companies.

80. Mr. Thomasson stated that the Sugar Companies had agreed to make lands available for the rehousing programmes of the Sugar Industry Labour Welfare Fund Committee. The Companies had undertaken no commitments to supply lands beyond what was necessary for the clearance of ranges on the estates. After that object was achieved the disposal of lands became a purely commercial matter and as such was not due in respect of which the Sugar Producers' Association could enter into negotiations with the Union. The Union should approach the member Companies who owned the lands with their request. Mr. Thomasson concluded by saying that an employer had no obligation to provide land or houses for his employees.

Discount on purchases made from stores run by Bookers Limited and Sandbach Parker and Company Limited

81. The Union's request is made in the following terms in their

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memorandum:

"The S.E.C.A. wishes to request that the S.P.A. should pursue the negotiations already begun with the stores within the Booker Family Group and with Sandbach Parker & Company Limited in order to secure a 10% discount on all purchases made by members of the Union from the stores mentioned.

"The Union informed, that members of the Senior Staff of the various estates, and persons employed by Bookers Coastal Shipping, as well as persons outside the Sugar Industry have been enjoying this concession for a long time. Perhaps it should be pointed out here, that Junior Staff members have given throughout the years, devoted service under difficult circumstances, and are still giving faithful service; and therefore the Union is surprised and dismayed that such a reasonable request had fallen on deaf ears for so long."

82. Mr. Thomasson stated that the matter was not one which could be negotiated with the S.P.A., since the stores in respect of which the request was made were not in any way connected with the Association. All that the S.P.A. could do was to convey the wishes of the Union to the proper authorities.

Pensions

83. With regard to pensions, we consider it useful to sketch the background of the Union's request. In the memorandum submitted to the S.P.A. in December 1959, the Union wrote as follows:

"At present the members of the S.E.C.A. are eligible to become members of the Contributory Pension Schemes from the two Sugar Companies, namely Demerara Company and Bookers Sugar Estates Limited.

"Pensions obtained by members are derived proportionally from members' salaries and contributions made by the Companies.

"It has recently been proposed to start a Pension Scheme to benefit another group of workers in the Sugar Industry, namely members of the M.P.C.A., and it is further proposed that this new Pension Scheme will be run by the S.P.A.

"The S.E.C.A. welcomes these proposals and requests that S.P.A. opens immediate negotiations with S.E.C.A. with a view to the initiation of a Pension Scheme run by the S.P.A. for members of the S.E.C.A."

During the negotiations which followed, the Union disclosed that their proposal was not made as an alternative to the existing schemes, but as an additional arrangement. After some discussion, the Union accepted the view of the S.P.A. that it would be unreasonable to expect one group of employees to participate in two pension schemes operated by the industry.

84. There remained some measure of dissatisfaction, however, due in the first place, to the fact that the benefits under the respective schemes were not equal, and in the second place, to the fact that copies of the Trust Deed were not distributed to members. During the conciliation talks the S.P.A. had disclosed that improvements had been made in the scheme run by the Demerara Company Limited to raise it to the standard of the Bookers Scheme, and that early efforts would be made to furnish each member with explanatory booklets. We were informed by the S.P.A. that these decisions were welcomed by the Union.

85. The Union, however, still maintained its interest in the scheme proposed for M.P.C.A. members. Subsequent to the conciliation talks, officials of the Union received information that the S.P.A. and the M.P.C.A. had reached agreement on the launching of a contributory pension scheme. They further learnt that the two bodies had planned to make a joint request to Government to divert monies from the Sugar Industry Stabilisation and Rehabilitation Funds for the purpose of financing past service credits and supplementing the direct employer and employee contributions. The S.E.C.A. felt that its members had a right to share equally with other sugar workers in any disposition of monies from the Special Funds. In their memorandum they stated as follows:

"S.E.C.A. demands, as equal claimants to the funds with any other unions in the industry, that if money from these special funds is used to finance pension schemes for any union in the Industry, then the S.E.C.A. has a right to have its own pension scheme, financed from the special funds also."

86. Discussing the Union's views on the point, Mr. Somerset stated that it was the Union's wish to have one pension scheme in the industry run by the S.P.A. They were hoping that the contributions of the clerks would be reduced by virtue of the diversions from the two Special Funds.

87. Mr. Thomasson explained the position as regards the two schemes. The Booker Scheme catered for the staffs of Booker enterprises all over the world. As such, the S.P.A. could not enter into negotiations with a view to making any variation in its terms. The scheme was introduced without funding for past services in 1953 and an employee was entitled to full benefits after $33\frac{1}{2}$ years of service. It was provided, however,

/that.....

that an employee who retired before completing $33\frac{1}{2}$ years should receive full benefits, the difference between total contributions and benefits being paid by the Company. The sum of the employer and employee contributions to the scheme was 13 per cent of an employee's remuneration, the Company's share being 8 per cent in some cases and 10 per cent in others. The benefits under the scheme run by the Demerara Company were recently brought up to the level of the Booker Scheme.

88. On the other hand the contributions of the employer and the employee in the proposed Sugar Industry Workers' scheme would be $1\frac{3}{4}$ per cent each and even with the addition of money from the Special Funds, as proposed, the total contribution would be considerably less than the 13 per cent. It was obvious, therefore, that the proposed pension scheme was inferior, as regards benefits, to the worldwide Booker Scheme, in which the S.E.C.A. members participated. The proposed scheme was an attempt to give for the first time some measure of security to approximately 27,000 workers. Mr. Thomasson in conclusion said that the Union had no good reasons for discontent.

Severance Pay

89. With regard to Severance Pay, Mr. Somerset informed us that the Union and the Association had already reached agreement on the principle, and had further decided to have a conference on the matter at some future date. The Union was requesting the committee to make a recommendation to the effect that the S.P.A. should enter into early negotiations with the Union on the details of the scheme.

90. Mr. Thomasson replied that his Association was not aware of a dispute on the question of severance pay.

PART THREECOMMENTS AND RECOMMENDATIONSSalaries

91. The Union's requests may be summarised as follows:

- (1) Improved salary scales.
- (2) An increase of 25% in the 1959 salaries of all workers.

With regard to improved salary scales, a considerable measure of agreement was reached between the parties in the course of their 1960 negotiations (see Appendix II). Except in a few cases, we have seen no good reason for disturbing these decisions. We consider the scales agreed by the parties in 1960, fair and reasonable, having regard to such factors as the age and the educational standard of the average entrant to the service, rates of pay of other workers in the industry and salaries attached to comparable posts outside the industry. In recommending salaries for the outstanding grades, we kept always before our minds the desirability of maintaining a fair relationship between the various grades within the Seca group, and, to a certain extent, as between Seca categories and other employees in the sugar industry, with due regard to the adequacy of the payment for the work done and the responsibilities undertaken.

92. We gave long and careful thought to the Union's request for a 25% all-round increase, but find ourselves unable to agree to this. It is our considered opinion that the salary scales and the method of conversion we recommend below would provide reasonable increases in salaries.

93. We recommend as follows:-

(i) Salaries

As at Appendix I with effect from January
1st, 1960.

(ii) Method of Conversion.

There should be a two-stage method of conversion, the second stage being applicable only to employees who fulfil certain service qualifications at the 1st of January, 1960.

Stage I

The employee's 1960 increment, if any, should be added to his 1959 salary. If this salary, after the increment has been added, falls below the minimum of the new scale, it should be raised to the new minimum.

Stage II

- (a) an employee with a minimum of three years' service in his present substantive grade, should in no case receive a salary falling at a point in his new scale less than one normal increment above the minimum;
- (b) an employee with a minimum of six years' service present substantive grade should in no case receive a salary falling at a point in his new scale less than two normal increments above the minimum;
- (c) an employee with a minimum of nine years' service in his present substantive grade should in no case receive a salary falling at a point in his new scale less than three normal increments above the minimum.

Wherever the salaries, after the 1960 increments have been added, fall below the above stipulated points, they should be increased to these points.

94. In addition to the salary in the new scale to which he would be entitled if the Committee's recommendations are accepted we recommend that an employee should receive:

- (a) an amount in compensation for the bonuses which have been withdrawn; (Paragraph 101 below) and
- (b) an amount in respect of compounded overtime. (Paragraphs 102 and 105).

95. We ought to mention here that we have made recommendations as regards training school instructors. The Union claims that the Union is not recognised as the representative for this category of employee. The Union claims that the instructors they represent pay their check-off. If the deduction of Union

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- (a) an amount in compensation for the bonuses which have been withdrawn; (Paragraph 101 below) and
- (b) an amount in respect of compounded overtime. (Paragraphs 102 and 105).

95. We ought to mention here that we have made no recommendations as regards training school instructors. The Association claims that the Union is not recognised as the bargaining agent for this category of employee. The Union claims, however, that the instructors they represent pay their dues to the Union by check-off. If the deduction of Union dues is indeed made by

management, we consider this action as being tantamount to recognition of the Union as a bargaining agent for those employees. We suggest that in these circumstances the Union and the S.P.A. should enter into negotiations on a salary scale for these instructors.

Annual Increments

96. The principle of awarding increments on merit and performance, as practised in the sugar industry, is generally accepted in commercial and industrial undertakings, and provided that abuse is absent it works to the advantage of both the employer and the employee. It is essential that the S.P.A. and its member companies should exercise every care that personal likes and dislikes should not influence the awarding of these increments. As regards quantum, the S.P.A. stated that the gross amount available for annual increases normally represents not less than 5% of the total salaries of all junior staff employees, and that this amount is distributed among those who are entitled to increases in accordance with their merit and performance. This practice seems to us quite reasonable.

97. Accordingly, we recommend no change in the existing incremental system. As regards the size of the normal increments, we consider an amount equal to 5% of the employee's salary as being satisfactory subject, to the minimum normal increment being five dollars.

The Consolidation and Merging of the Weekly and Half Yearly Production Target Bonuses

98. The question we had to consider on this issue was whether or not the bonus factor worked out by the Sugar Producers' Association provided a fair and reasonable compensation to the employee for the withdrawn bonuses. The calculations of the S.P.A. were based upon the target achievements over the years 1957, 1958 and 1959. The Union contended that it was unfair to the workers to base the calculations on these years, since to do that was to disregard the trend of rising prosperity in the industry and the larger bonus payouts which should normally follow. Against this, the S.P.A. submitted

/that ...

that there was no certainty as to future prosperity or as to the continued payment of the bonuses.

99. We considered this matter very carefully. It does appear that the Industry's prospects for a few years to come are reasonably good, having regard to the extension of the Commonwealth Sugar Agreement to December 31st, 1968, and to prospects of selling sugar to the United States of America. This, however, should not be regarded as implying that the industry is guaranteed a rising curve of prosperity or even that the present level of prosperity will be maintained. We consider it quite sound to base the calculations on the record of the Industry's achievements rather than on speculation and are unable to recommend the Union's proposals.

100. The S.P.A. has informed us and it has not been controverted that the bonuses are no longer being paid, the M.P.C.A., the Headmen's Union and the Sugar Boilers' Union having all agreed to the merging. The factors accepted by these Unions are the same as those proposed to the Seca, i.e. 5.41% for "production" workers and 2.68% for "non-production" workers, the percentage being based upon 1960 salaries. We consider these factors reasonable.

101. Accordingly, we recommend the consolidation and merging of the weekly and half-yearly production target bonuses with salaries on the bases of the factors proposed by the Association. Since the 1960 bonuses have already been paid, we suggest that our recommendation should take effect as from January 1st, 1961. The "once-for-all" amount to be added to the 1961 salary of the employee should, therefore, be 5.41% or 2.68%, as the cases may be, of his salary as at January 1st, 1960.

Reduction of the working week to 44 hours

102. Having considered the evidence and submissions of both parties, we regard the Union's request as reasonable and recommend that:

Employees in the local accounts office including telephone operators and machine operators should work a basic 44 hour week;

in the case of persons employed in the factories and on jobs which are geared to the factory processes (such as work in the stores, time offices, and laboratories, to give the most obvious examples) and in the case also of persons who have to supervise manual workers employed on a 48 hour week basis, a normal week of 48 hours seems unavoidable. However, the S.P.A. emphasised that transfers of clerical employees between occupations involving a 44 hour week and comparable occupations involving a 48 hour week were common. In view of this we recommend that a premium of 10% be added to the salaries of all clerical employees required to work a 48 hour week.

Compensation for Overtime Work

103. The practice of giving compensatory leave for work done overtime has apparently given rise to serious discontent among workers, and the mere fact of the existence of so much discontent is good reason for seeking either to modify the system or to find an alternative to it.

104. We feel that it would be a wise step to reduce overtime work as much as possible, realising, of course, that the seasonal nature of the industry limits to a certain extent what can be achieved in this respect. We also favour the abolition of compensatory leave.

105. We therefore recommend that in the case of employees in the local accounts offices including telephone operators and machine operators an addition of 5% to the basic salaries should be paid in consideration for overtime work which they are asked to perform from time to time. We consider that in respect of each employee the accumulated periods of overtime work in any one calendar year under this arrangement should not exceed 120 hours.

We further recommend that if any such employee is asked to work overtime in excess of 120 hours he should be remunerated for such work at the rate of $1\frac{1}{2}$ times his basic rate of pay. This

recommendation is based on the assumption that the employers accept and take immediate steps to give effect to our recommendation to introduce a 44 hour week for such employees.

With regard to junior staff employees working in places other than the local accounts offices, whether supervisory or otherwise, we recommend that they should be paid for overtime work after 48 hours per week at the rates which apply to factory workers in general.

106. We consider that this recommendation should be made effective as from January 1st, 1961.

Leave Conditions

(i) Long Leave

107. With regard to long leave, the Union's proposals, as stated in their memorandum, are a conflation of long leave and annual leave conditions. Their request would have the effect, if implemented, of restricting annual leave to the first five years of an employee's service. Thereafter, the employee's entitlement to annual leave would cease and he would be entitled to long leave instead at the rate of three months after every three years. These proposals, in as much as they appear to conflict with the Holidays with Pay (Clerical Employees) Order, 1959, which makes annual holidays for clerical employees a statutory obligation cannot be entertained by us. Apart from legal disabilities, we view the cessation of annual vacations as an undesirable step both from the employers' and the employees' point of view.

108. Accordingly, we have agreed to recommend as follows:

- (a) The following categories should be granted three months' vacation leave after every five years of service:-

Head Book-keeper

Head Laboratory Technician

Confirmed Field Clerk

Senior Field Supervisor

Senior Factory Foreman

Shift Supervisor

All Foremen above the grade of Second Line Foreman

Head Storekeeper

Senior Draughtsman/Technician.

(b) The following categories should be granted one month's vacation leave after every four years:-

Senior Assistant Book-keeper

Assistant Storekeeper

Head Timekeeper

Distillery Clerk

Senior Stenotypist

Senior Shipping Clerk

Senior Laboratory Assistant

Technical Clerk/Draughtsman

Second Line Foreman.

109. We consider it reasonable if this recommendation should be made effective as from January 1st, 1960.

(ii) Leave-Passage Assistance

110. The Union argued for an increase in leave passage grants on the ground that the cost of passages had gone up, but they failed to give any evidence in support of their contention even though asked to do so. We see no reason for varying the present regulations which provide for leave passage-assistance grants to the value of the cost of the return fare abroad or \$120.00 whichever is less. We recommend, however, that these facilities should be extended to those categories which will be entitled to three months' vacation leave now for the first time if our recommendation as to long leave is accepted.

(iii) Annual Leave

111. The existing regulations provide for annual leave of two calendar weeks per year on full salary after one year's employment, the leave not being accumulative. Having regard to the provisions

of the Holidays with Pay (Clerical Employees) Order, 1959, we recommend that the regulations for annual leave be modified along the following lines:-

- (1) the leave entitlement should be twelve working days instead of two calendar weeks to be in keeping with the Order;
- (2) leave should be granted in respect of an employee's first year of service.

It should be noted that the Order applies only to clerks, but we recommend for the sake of uniformity that the above modifications should also apply to the non-clerical members of Seca.

112. In the year when long leave is taken the employee should not be granted annual vacation leave as well.

(iv) Casual Leave

113. We hold the view that casual leave must of necessity rest on the discretion of management whose decisions should be based upon the consideration whether or not the request is reasonable and justifiable.

114. It is our view that the existing rates of sick leave are fair and reasonable but we see no good reason for not granting these facilities to probationers. We therefore recommend that the existing rates be amended so as to include these employees.

115. With regard to certification, we recommend that management should accept a medical leave certificate signed by any registered medical practitioner.

Medical and Surgical Facilities

116. The Union's demands for its members may be summarised as follows:-

- (1) Better facilities at estate hospitals;
- (2) Free medical and surgical treatment for all employees and their families at hospitals other than estate hospitals.

117. Under the system of indentured immigrant labour, the sugar estates were legally responsible for the health of indentured workers. It stands to the credit of the Industry that 44 years after the

end of indentured immigration, free medical services (though of a limited scope), open to all their employees, are still maintained.

118. In 1949, the Venn Commission of Enquiry reported on estate medical services in the following terms:-

"We agree wholeheartedly with the principle implicit in the Committee's recommendation that the health of the people of the Colony should be the responsibility of the Government."

The Committee referred to in the extract is the Health Committee set up in August 1946 to prepare and recommend a Plan for the development of the Health and Medical Services of the Colony during the period 1947 - 1956. We see no reason for disagreeing with the opinion of the Venn Commission and find ourselves unable to support the Union's requests for improved facilities at estate hospitals as a long term proposition. In the short run, however, it is naturally desirable that the conditions in these hospitals should be as satisfactory as possible. With regard to the Union's second request, we do not agree to the extension of the scope of the existing regulations.

119. The Sugar Producers' Association has informed us that the Industry was planning a comprehensive contributory medical scheme and that investigations to that end had already been started. The Union also informed us that they had accepted the scheme in principle at the conciliation stage. This scheme would provide medical facilities in addition to the existing estate services, and it is our considered opinion that this is a move in the right direction.

120. Accordingly, we recommend that the Union and the S.P.A. should co-operate so as to bring about the early implementation of the proposed contributory medical scheme.

Protection while travelling with Workers' Wages

121. We agree that every effort should be made by the Companies to ensure the greatest possible security for all persons involved in the transportation of workers' wages. In this connection, we consider that it might be advantageous if vehicles which afford more protection than those in current service were used on a regional basis, and we suggest that the Sugar Producers' Association should investigate this possibility. As regards the arrangements now

in force, it seems most desirable that an armed guard should, at all times, travel in each of the vehicles used. Our recommendation is made accordingly.

122. The foregoing recommendation is made without prejudice to the opinion held by us that the question of what security measures are adequate is more or less a matter for the expert in that field. The S.P.A. have expressed their willingness to have the arrangements investigated by a neutral person, and we would advise the Union that, in case any additional security measures which may be adopted by the Companies as a result of our recommendations do not prove satisfactory to them, they should apply to the S.P.A. for the appointment of such an individual to investigate the entire system, and make recommendations for improvement, if necessary.

Special accident insurance for persons travelling with workers' wages

123. We welcome the statement by the representative of the S.P.A. that the Companies were exploring the possibility of obtaining special accident insurance for those persons travelling with workers' wages and hope that the arrangement would be finalised as early as possible.

124. We recommend that the S.P.A. should take steps to expedite the proposed special accident insurance scheme.

Designation and duties of post

125. With regard to the designation and duties of posts, the Union made the following requests:-

- (1) "That consultations should be held with the Union before arriving at the designations and list of duties of new posts."
- (2) "That each employee should be informed of his designation and provided with a list of his duties;"

and further that no employee should be required to

"perform duties outside the scope and terms of his employment."

126. With regard to the first, although we agree that consultation with a Union may be useful, it is our view that the creation

of posts and the assignment of duties are management functions.

127. With regard to the second, we hold the view that it would be impracticable for management to give each employee a complete list of his duties, and, even moreso, to adopt the inflexible arrangement which the second part of this request seems to suggest.

128. Accordingly, we recommend that the S.P.A. should take immediate steps to ensure that employees are informed as to the designation of their posts, and are provided with a broad and reasonably comprehensive, but not necessarily complete, outline of their duties.

Dining Facilities

129. We recommend that the S.P.A. should take urgent steps to provide facilities for dining where these are absent, and that an examination be made of all existing facilities with a view to effecting improvements necessary to attain a satisfactory standard. It also appears desirable that facilities for keeping food warm should be provided and we recommend this also.

"Enveloping" Workers' Wages

130. We recommend that:

No one under 18 years of age and with less than one year's service should be required to make up pay envelopes or otherwise to bear any responsibility in regard to workers' wages.

We also strongly recommend the adoption of very careful security measures in regard to the storing of the pay envelopes pending payment so as to avoid the possibility of persons engaged in making them up being wrongfully blamed for shortages which might be discovered at the time of payment.

Education and Training

131. The Union would like us to make a firm recommendation to the effect that the sugar companies should offer scholarships for training and study abroad to its members. The offering of scholarships depends upon the Company's assessment of its own

/needs ...

needs, and the awards depend upon the suitability of the candidates with reference to the course to be undertaken. To require the Companies to offer scholarships to members of the Union would be to impose a restriction undesirable in many respects. The S.P.A. points out that when scholarships are awarded, all things being equal, the Companies' employees are given preference. Certain fundamental educational qualifications are, of course, usually a pre-requisite of admission to a training school.

132. Having regard to the foregoing, we find ourselves unable to support the Union's request but would suggest that the Union should encourage its members to take greater advantage of the educational facilities already offered by the Companies. We welcome the statement by the Sugar Producers' Association that consideration was being given to the extension of those facilities, and hope that they would include the granting of scholarships to suitably qualified workers represented by the Union.

Housing and House Lots

133. We do not consider this a matter on which we can make any recommendation for two reasons:-

- (1) The provision of housing loans is the responsibility of the Sugar Industry Labour Welfare Fund Committee.
- (2) The Sugar Producers' Association has pointed out that the disposal of lands over and above the requirements of the re-housing programme for persons living in "ranges" was a commercial matter in respect of which only the member companies, the owners of the land, could make a decision.

134. We advise that the Union should discuss this request with the appropriate authorities.

Discount on purchases made from stores run by Bookers Stores Ltd. and Sandbach Parker & Co. Ltd.

135. In view of the fact that Bookers Stores Ltd. and Sandbach Parker & Co. Ltd. are not associated with the S.P.A., we cannot recommend the Union's request.

Pension Scheme

136. Pension Schemes are run by Booker Bros. McConnell & Co. Ltd. and Demerara Co. Ltd. for all staff employees including members of the Union. The contributions payable by the employer and the benefits receivable compare favourably with similar schemes. Members of the Union will receive, on retirement, as pension, one half of the average month's salary paid over the ten year period prior to retirement. The Companies have undertaken to make good any deficiency arising as a result of any lack of contributions before the introduction of the existing pension schemes and their forerunners. In the circumstances, we see little merit in the argument that part of the monies which, it is proposed, should be diverted from the Sugar Industry Rehabilitation and Stabilisation Funds, into the Sugar Industry Pension Trust Ltd., mainly to provide past service benefits for field and factory employees should be used to augment the pensions of members of the Union or reduce the amount of their contributions.

137. At any rate, the Funds are controlled by statutes and not by the S.P.A. or the Sugar Companies, and we do not consider that it is within our competence to advise on the disposition of money from these sources. The M.P.C.A. had not negotiated any diversions from the Funds with the Sugar Producers' Association, but had merely won the latter's agreement to make a joint appeal to Government to amend the law so as to make the diversions possible. It is for the Union to decide on the course of action it should adopt in pursuance of its claims.

Severance Pay

138. Both the Union and the S.P.A. had agreed to a "severance pay scheme" in principle, and had decided to enter into negotiations at some future date. It is only necessary for us to recommend that the parties should arrange early negotiations with a view to setting up the scheme.

General

The Duration of the Agreement

139. Both parties had agreed early in their 1960 negotiations to have a five-year agreement to run from January 1st, 1960 to December 31st, 1964. They informed us that their intention in this respect has remained the same and our recommendations are made with this understanding.

140. Finally, the Committee wishes to record its full appreciation of the efficient services of the Secretary. His keenness, knowledgeable comments, his willingness to work at inconvenient hours and his pleasant manner at all times, contributed in large measure to the smooth working of the business of the Committee.

We have the honour to be,

Your Excellency,

Your obedient servants,

.....
J.O.F. Haynes (Chairman)

.....
A.L. Jackson

.....
John Durey

.....
J.A. Tyndall (Secretary)

July, 1961.

APPENDIX ITable showing the Committee's Recommendations

Category of Employee	Existing Scale	Salaries Recommended
1. Senior Foreman Senior Factory Supervisor	\$180 - \$280 p.m. 180 - 280 p.m.	\$250 - \$320 p.m.
2. Senior Field Supervisor	240 - 280 p.m.	250 - 300 p.m.
3. Senior Draughtsman/ Technician (new post)	200 - 300 p.m.
4. Head Bookkeeper Head Storekeeper Head Laboratory Technician	180 - 240 p.m. 150 - 200 p.m. 140 - 240 p.m.	200 - 260 p.m.
5. Factory Foreman	140 - 240 p.m.	180 - 250 p.m.
6. Confirmed Field Clerk	140 - 240 p.m.	160 - 250 p.m.
7. Senior Assistant Bookkeeper Assistant Storekeeper Head Timekeeper Distillery Clerk Technical Clerk/Draughtsman Senior Shipping Clerk or Wharfinger Senior Laboratory Assistant (Field and Factory)	120 - 180 p.m. 120 - 150 p.m. 120 - 180 p.m. 120 - 180 p.m. (Not to exceed \$180 p.m.) (do.) \$100 - \$140 p.m.	140 - 200 p.m.
8. Second Line Foreman	100 - 160 p.m.	140 - 180 p.m.
9. Senior Steno-typist	100 - 150 p.m.	130 - 180 p.m.
10. Probationer Field Supervisor	\$120 p.m.	\$140 p.m.
11. Junior Steno-typist	\$90 - \$130 p.m.
12. Other Clerk Stores Assistant Assistant Timekeeper Assistant Distillery Clerk Junior Shipping Clerk and Wharfinger (new post) Junior Laboratory Assistant (Field and Factory)	60 - 120 p.m. 60 - 120 p.m. 60 - 120 p.m. 60 - 120 p.m. 60 - 100 p.m.	75 - 140 p.m.
13. Telephone Operator (one grade)	8 - 15 p.w.	75 - 130 p.m.
14. Typist	60 - 100 p.m.	75 - 115 p.m.
15. Trainee Field Supervisor	\$90 p.m.	\$110 p.m.
16. Telephone Operator (on probation) Clerks on probation Laboratory Probationer \$11 p.w. \$11 p.w.	\$15 p.w.

APPENDIX II

TABLE showing the salary scales under the 1958-59 Agreement, the Union's proposals for 1960, points of agreement at 13th July, 1960, when the negotiations broke down, and the recommendations of the Advisory Committee.

Note: The abbreviations min., max., mean minimum or maximum and indicate that agreement was reached on the minimum or maximum as the case may be; p.w. means per week; n.a. in column 3 means no agreement.

GRADE	Salaries under 1958-59 Agreement	Salaries proposed by the S.E.C.A.	Points of agreement as at 13.7.60	Committee's Recommendations
	\$	\$	\$	\$
Head Bookkeeper	180 - 240	240 - 300	n.a.	200 - 260
Snr. Asst. Bookkeeper	120 - 180	180 - 240	n.a.	140 - 200
Other Clerk	60 - 120	75 - 180(a)	Min.	75 - 140
Head Storekeeper	150 - 200	190 - 260	170 - 260	200 - 260
Asst. Storekeeper	120 - 150	130 - 190	140 - 200	140 - 200
Stores Assistant	60 - 120	75 - 130	75 - 140	75 - 140
Head Timekeeper	120 - 180	160 - 220	140 - 200	140 - 200
Asst. Timekeeper	60 - 120	75 - 130	75 - 140	75 - 140
Snr. Distillery Clerk	120 - 180	140 - 200	140 - 200	140 - 200
Jnr. Distiller Clerk	60 - 120	75 - 140	75 - 140	75 - 140
Snr. Draughtsman/Tech.	-	200 - 260	200 - 300	200 - 300
Tech. Clerk/Draughtsman	Not to exceed 180	140 - 200	Max.	140 - 200
Snr. Shipping Clerks or Wharfingers	do.	130 - 190	140 - 200	140 - 200
Jnr. Shipping Clerks or Wharfingers	-	75 - 130	75 - 140	75 - 140
Snr. Stenotypist	100 - 150	130 - 180	130 - 180	130 - 180
Typist	60 - 100	75 - 130	75 - 130	75 - 130
Probationer Clerk	60 - 120	75 - 180	Min.	75 - 140
Head Laboratory Technical (Factory)	140 - 240	220 - 300	n.a.	200 - 260
Snr. Laboratory Asst. (Field & Factory)	100 - 140	130 - 160	n.a.	140 - 200
Jnr. Laboratory Asst. (Field & Factory)	60 - 100	75 - 130	Min.	75 - 140
Laboratory Probationer (Field & Factory)	11 p.w.	15 p.w.	15 p.w.	15 p.w.
Factory Supervisors and Snr. Foremen	180 - 280	240 - 300	Max.	250 - 320
Factory Foremen	140 - 240	180 - 280	Max.(260)	180 - 250
Second Line Foremen	110 - 160	150 - 200	n.a.	140 - 180
Field Supervisors:				
(a) Trainee	90 (fixed)	120 (fixed)	110 (fixed)	110 (fixed)
(b) Probationer	120 "	140 "	140 "	140 "
(c) Confirmed	140 - 240	180 - 280	160 - 250	160 - 250
(d) Senior	240 - 280	280 - 320	250 - 300	250 - 300
Telephone Operators	8 - 15 p.w. (one grade)	75 - 130	n.a.	75 - 130
Telephone Operator on probation	-	15 p.w.	16 yrs. 12 p.w. 17 yrs. 13 p.w. 18 plus yrs. n.a.	15 p.w.

(a) The Union had proposed that the "Other Clerks" grade should be divided into Grade II and Grade III Clerks with scales of \$130 - \$180 and \$75 - \$130 respectively.

APPENDIX III

TABLE showing the movement of salary scales from 1st January, 1954 to 1st January, 1958, and the further effects of the Committee's recommendations.

GRADE	Scales by Agreement 1.1.54	Scales by Agreement 1.8.55	Scales by Agreement 1.1.57	Scales by Agreement 1.1.58	Scales Recommended by the Advisory Committee
	\$	\$	\$	\$	\$
Head Bookkeeper	150-200	150-200	160-220	180-240	200-260
Snr. Asst. Bookkeeper (a)	100-150	100-150	110-160	120-180	140-200
Other Clerk	#40/45-100	#47.50/52.50-100	55-110	60-120	75-140
Head Storekeeper	110-150	110-150	130-170	150-200	200-260
Asst. Storekeeper	75-100	82.50-110	100-130	120-150	140-200
Stores Assistant	#40/45-70	#47.50/52.50-82.50	55-100	60-120	75-140
Head Timekeeper	85-125	85-125	100-130	120-160	140-200
Asst. Timekeeper	#40/45-80	#47.50/52.50-85	55-100	60-120	75-140
Snr. Distillery Clerk	100-160	100-160	110-160	120-160	140-200
Jnr. Distillery Clerk	40-80	#47.50/52.50-100	55-110	60-120	75-140
Snr. Draughtsman/ Technician	-	-	-	-	200-300
Technical Clerk/ Draughtsman (b)	Max.125	Max.125	Max.160	Max.180	140-200
Snr. Shipping Clerk/ or Wharfinger	Max.125	Max.125	Max.160	Max.180	140-200
Jnr. Shipping Clerk/ or Wharfinger	-	-	-	-	75-140
Snr. Stenotypist	65-90	72.50-100	85-125	100-150	130-180
Typist	#40/45-65	#47.50/52.50-72.50	55-85	60-100	75-115
Probationer Clerk	7-9 p.w.	8-10 p.w.	10 p.w.	11 p.w.	15 p.w.
Head Laboratory Technician (c)	100-200	100-200	120-200	140-240	200-260
Snr. Laboratory Asst.	70-95	77.50-100	90-120	100-140	140-200
Jnr. Laboratory Asst.	#40/45-65	#47.50/52.50-77.50	55-90	60-100	75-140
Laboratory Probationer	7-9 p.w.	8-10 p.w.	10 p.w. (one year probation)	11 p.w.	15 p.w.
Factory Supervisors and Snr. Foremen	-	-	160-240	180-280	250-320
Factory Foremen	-	-	120-200	140-240	180-250
Second Line Foremen	-	-	-	110-160	140-180
Field Supervisors					
(a) Trainee	-	-	-	90 p.m.	110 p.m.
(b) Probationer	-	-	80-120	120	140
(c) Confirmed	-	-	120-150	140-240	160-250
(d) Senior	-	-	150-200	240-280	250-300
Telephone Operators	7-9 p.w.	8-10 p.w.	8-12 p.w.	8-15 p.w.	75-130 p.m.
Probationer Telephone Operators	-	-	-	-	15 p.w.

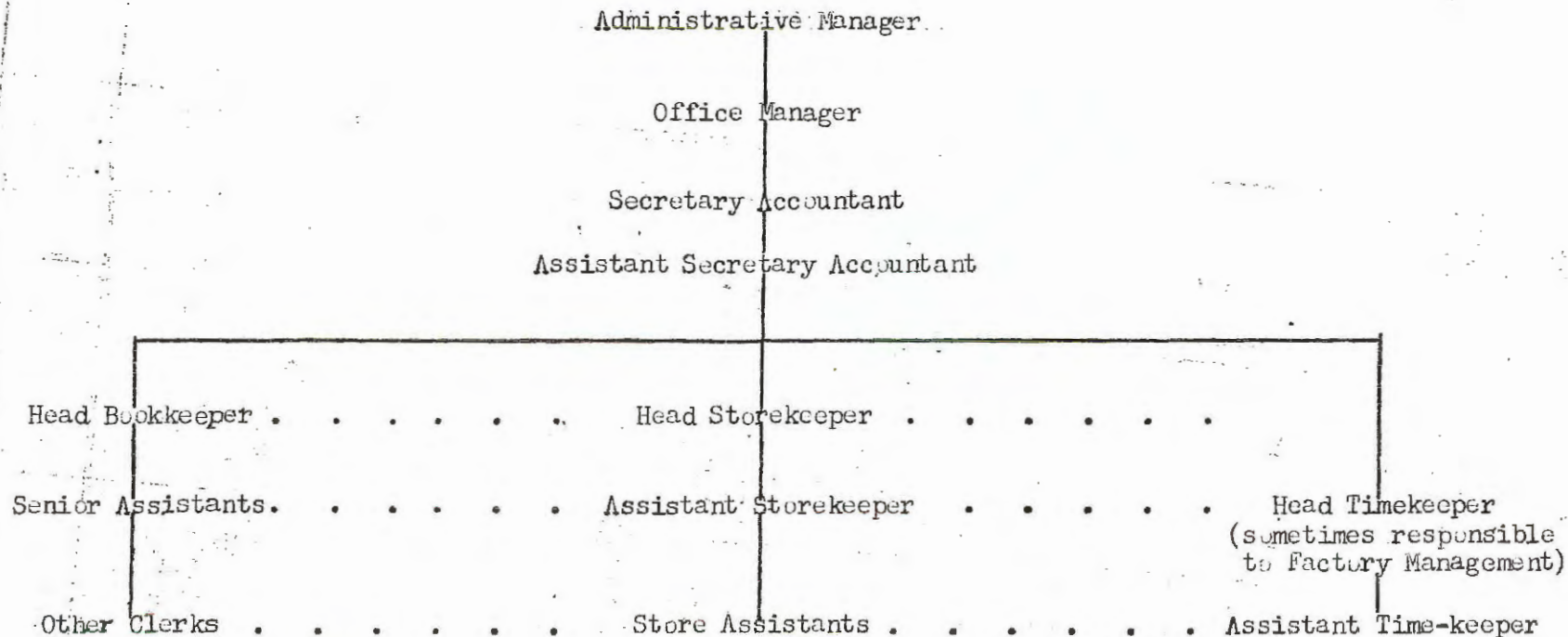
- (a) Prior to 1.8.55, there were two intermediate posts - 1st Assistant Bookkeeper and 2nd Assistant Bookkeeper - with monthly salaries of \$125-\$150 and \$100-\$125 respectively, attached.
- (b) In 1954, the separate posts of Chief Clerk and Assistant Clerk in the Engineer's Office, were abolished and replaced by the single post of Technical Clerk.
- (c) As from 1.8.55, the separate posts of Chemist Assistant Grade I and Chemist Assistant Grade II were merged and the holder of the new post was named Head Laboratory Technician. From 1.1.54 to 31.7.55 the salary of the Chemist Assistant Grade II was \$100-\$145 p.m. and Chemist Asst. Grade II \$150-\$200.

The higher starting point applied to employees who joined the Company's Pension Scheme.

APPENDIX IV

Chart showing the structure of the clerical service on a sugar estate, submitted by the Sugar Producers' Association.

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APPENDIX VMEMORANDUM

(Submitted by the Sugar Estates Clerks' Association to the Sugar Producers' Association in December, 1959)

(1) SALARY SCALE

(a) As per attached statement

(b) Increment:-

We desire that 25% on the present salaries be paid to members and that under no circumstances should a member receive an increment equivalent to less than 25%. We further desire that annual increment be fixed at yearly negotiations, preferably in the month of October of each year.

SUGAR ESTATES CLERKS' ASSOCIATIONPROPOSED SALARY SCALE FOR YEAR 1960.(a) CLERICAL STAFF

1. Chief Clerk	\$240 - \$300
2. Grade 1 Clerk (Supervisors and Smr. Costing Clerk)	180 - 240
3. Grade 2 Clerk (Inc. Machine Operators) ^x	130 - 180
4. Grade 3 Other Clerks	75 - 130
5. Head Storekeeper	190 - 260
6. Asst. Storekeeper	130 - 190
7. Store Assts.	75 - 130
8. Head Time Keeper	160 - 220
9. Asst. "	130 - 160
10. Time Keeper Assts.	75 - 130
11. Senior Distillery Clerk	140 - 200
12. Junior " "	75 - 140
13. Technical Clerk	140 - 200
14. Senior Steno Typist	130 - 180
15. Typist	75 - 130
16. Probationer Clerks Weekly	\$15.00
17. Shipping Clerks & Wharfingers Senior	130 - 190
18. " " " " Junior	75 - 130
19. Lumber Clerks	120 - 160
20. Field Workshop Clerks (as per IAO Grades 1, 2 & 3)	

(b) LABORATORY - FACTORY

1. Head Laboratory Technician	220 - 300
2. Asst. " "	160 - 220
3. Senior Lab. Assts.	130 - 160
4. Junior Lab. Assts.	75 - 130
5. Lab. Probationers Weekly	\$15.00

x. Six years and over service

/(c).....

(c) FIELD EXPERIMENT LABORATORY

1. Senior Assistants	\$130 - \$160
2. Junior Assistants	75 - 130
3. Probationers	\$15.00

(d) SUPERVISORS & FOREMEN

1. Shift, Dist. Supervisors, Senior Electrical Foremen	240 - 300
2. Plant, Distillery, Ancillary, Field Workshop Foremen	180 - 280
3. Second Line Foremen (Carpenters etc.)	150 - 200

(e) FIELD CLERKS

1. Trainee (one year)	\$120
2. Probationer (6 months)	\$140
3. Confirmed xx	180 - 280
4. Senior	280 - 320

(f) TELEPHONE OPERATORS

1. Senior	75 - 130
2. Probationer (1 year) Weekly	\$15.00

(g) 1. DRAUGHTSMAN - Factory Manager's Office 200 - 260

(h) 1. TRAINING SCHOOL INSTRUCTORS 160 - 240

xx To be made Senior Field Clerks after 6 years.

(2) (2) MEDICAL & SURGICAL FACILITIES

The SECA desires to draw attention to an anomalous position under the above head. At the present time it is possible for a comparatively Junior member of the SECA with a very short period of service, whose hospital expenses were paid before 1957, to enjoy free medical attention at a hospital other than that of the estate Regional Hospital, while a Senior member with much longer service, who never enjoyed the benefit before 1957, will be unable to do so now.

We are therefore asking that this facility of receiving free Medical and Surgical attention in hospitals, other than Estates Regional Hospitals be granted to all members of the SECA.

The SECA will also recommend that a medical certificate from a qualified Medical Practitioner be accepted by the Estate Authorities.

In addition we desire that all medical and surgical facilities granted to our members be extended to their families.

(3) PENSIONS

At present the members of the SECA are eligible to become members of the Contributory Pension Schemes from the two Sugar Companies, namely Demerara Company and Bookers Sugar Estates, Ltd.

Pensions obtained by members are derived proportionally from members salaries and contributions made by the Companies.

It has recently been proposed to start a Pension Scheme to benefit another group of workers in the Sugar Industry, namely members of the MPCA, and it is further proposed that this new Pension Scheme will be run by the SPA.

The SECA welcomes these proposals and requests that SPA opens immediate negotiations with SECA with a view to the initiation of a Pension Scheme run by the SPA for members of the SECA.

(4) EDUCATION

The SECA wishes to recommend to SPA the following which are designed to provide promotional opportunities to members, e.g. Laboratory Technicians, Electrical and Engineer Foremen. Practical and theoretical courses in the above fields at an approved centre and institutions in the U.K. should be made available to members of the SECA with the necessary experience and ability.

(5) HOUSING AND HOUSE LOTS

In 1947 the LWF Committee initiated a scheme to improve housing conditions among sugar workers.

Priority was given to other categories of sugar workers, and members of the SECA were requested to wait their turn. This they did patiently for ten years with a considerable degree of hope as their own housing conditions were by no means of a desirable standard.

In January, 1958, the SPA decided to discontinue the practice of housing certain categories of Sugar workers including members of the SECA.

The SECA would like to draw attention to the injustice of this SPA decision.

(a) Members of SECA as contributors of the LWF are entitled to derive similar benefits from this fund as those enjoyed by those sugar workers who benefited.

(b) Members of SECA waited for Ten Years under conditions with the hope of improving their housing conditions, and ought not now to be thwarted of their expectations.

(c) That the Sugar Companies make land available for SECA members to build their own houses.

We suggest therefore, that the facilities granted to the other section of Sugar workers of paying \$1.00 for 1/6 acre to be used as house lots be granted to all members of the SECA, and that those members of the SECA who originally qualified for housing from Sugar Estates be granted from the LWF a loan for the purpose of building a house.

(6) INSURANCE FOR SECA MEMBERS ESCORTING PAYROLL - WAGES - CASH

The SECA wishes to draw attention to the high incidence of robbery with violence coupled with the increasing attempt at highway hold-up of bandits at the point of gun, resulting on two occasions in death.

As you are aware every week approximately two dozen of our members are to accompany paymasters to the various banks to receive and check cash. Our information is that they are required to travel in one of the vehicles of the squad conveying cash to the various estates or pay offices.

These duties involve grave risks to our members' lives along with the hardship which may be caused to their families in the event of death by shooting or the vehicle getting into accident.

/We.....

We wish to inform that we desire full protection in the form of insurance, meaning that our members' lives should be fully insured for a reasonable sum of money which would guarantee livelihood for their wives, children and other dependants over a specified number of years.

(7) ADEQUATE PROTECTION WHILE COLLECTING AND ESCORTING CASH

The present protection offered is inadequate, and those of our members on those estates where it is the practice to send our members on these duties complain of grave feelings of insecurity, while performing such duties.

The SECA wishes to request that steps be taken to greatly increase the measure of protection given at the present time.

(8) 10% DISCOUNT FROM RESPECTIVE COMPANIES

The SECA wishes to request that the SPA open negotiations with Bookers Stores Ltd., and Sandbach Parker & Co. Ltd., with a view to having the managements of the above named Companies grant the concession of a discount of 10% on purchases made at these stores to bonafide members of the SECA.

(9) SICK LEAVE

The SECA wishes to draw the attention of SPA to the fact that in the great majority of instances the managements of various estates have discriminated unjustly against members for no apparent reason, in the application of the present sick leave arrangements.

We recommend in this connection that steps be taken to insure greater justice and equity be brought into play in the application of the present sick leave arrangements.

(10) CASUAL LEAVE

The SECA desires to request that the casual leave be extended from 4 to 6 days per annum. We wish to point out that the present arrangements where a member is restricted to taking his casual leave one day per quarter, and this is not accumulative, very often much hardship results. Casual leave is taken for the purpose of attending to matters of urgency and importance. Very often owing to circumstances, the business cannot be completed in a single day. We request, therefore, that the 6 days casual leave be granted in periods not exceeding 2 consecutive days at a time, any time during the year whenever the necessity arises.

(11) COMPENSATORY LEAVE

The SECA desires to request that the present unjust practice of denying a person of his compensatory leave when he is entitled to casual leave, as obtains on a number of estates at the present time be discontinued; and in the future a person be allowed to enjoy his full compensatory leave, as well as his casual leave.

(12) LEAVE FOR THE CELEBRATION OF EID, PAGWAH AND GHANA DAYS

The SECA request that those members, who desire to do so be granted the day's leave in order to enable them to participate in the celebration of the abovementioned days.

(13) THREE WEEKS GRACE PERIOD FOR CALCULATING H.W.P. AND CROP END BONUSES

We desire to protest strongly against the present unjust demands by the managements of the majority of estates, that clerks be made to prepare and calculate HWP and Crop End Bonuses along with their

/normal.....

normal weekly duties, all within a period of from 4 to 7 days.

This necessitates intolerable hours of work under intense pressure if the work is to be completed on time. We therefore, request that a period of not less than 3 weeks be given in which to complete these requirements.

(14) ENVELOPING CASH BY SECA MEMBERS

The SECA strongly recommend that only clerks in receipt of salary not less than \$120.00 per month be made to envelope cash.

(15) XMAS BONUS FOR SECA MEMBERS

We request that a Xmas Bonus of a fortnight's salary be given annually to the members of the SECA.

(16) CYCLE ALLOWANCE

The SECA recommends to the SPA that cycle allowance be increased to not less than \$6.00 per month on those estates where such allowances are given.

(17) DESIGNATION AND DEFINITION OF DUTIES

The SECA requests that members be supplied with the Designation and Definition of Duties as early as possible.

(18) DINING FACILITIES FOR SECA MEMBERS

The SECA request that on those estates where our members are forced to take their lunch along with them to their workplace, adequate and comfortable quarters should be provided, in order to enable them to have this midday meal.

(19) SEVERANCE PAY

To be negotiated.

APPENDIX VISummary of Existing Conditions of Employment and Facilities
of Categories represented by the Sugar Estates
Clerks' Association.

(Taken from the memorandum submitted to the Committee by
the British Guiana Sugar Producers' Association.)

A. - CONDITIONS OF EMPLOYMENT1. SALARIES(a) Salary Scales

As in Schedules attached to this Summary.

(b) Merit Increments

Employees in categories represented by the SECA are considered annually for a merit increment related to their performance during the previous year. A normal increment for an average satisfactory employee would be approximately 5%.

2. ANNUAL LEAVE

Two calendar weeks a year on full salary after one year's employment. Not cumulative.

3. SICK LEAVE

At the rate of 14 days per annum on full pay and a further 14 days per annum on full or half pay at Management's discretion; after 28 days any further paid sick leave at full or reduced pay being at Management's discretion.

4. CASUAL LEAVE

At the discretion of Management, up to 4 days per annum. Not cumulative.

5. HOURS OF WORK

Officially, the normal hours per week are 48. Certain categories are entitled to compensatory time off for hours worked over 48 per week and for hours worked on Sundays or Public Holidays - provided the necessity of working extra hours is not caused by inefficiency on the part of the employee concerned. Every effort has been made to reduce the working week of these categories to one of 44 hours, and in practice most of the clerical staff normally work no more than a 44-hour week.

Supervisory staff and persons working in the factory are, where possible, given compensatory time off after working 48 hours in a week.

6. LONG LEAVE

The following categories represented by the SECA are eligible for 3 months' long leave (to be spent in the West Indies or a temperate climate) after they have completed 6 years of confirmed service in the particular post; and they are eligible for passage assistance of up to \$120.

Head Book-keepers
Shift Supervisors and other personnel of
Shift Supervisor status receiving the
Shift Supervisor scale of pay
Head Laboratory Technicians
Confirmed Field Clerks.

7. OVERTIME MEAL ALLOWANCE AND MEAL BREAK

Any employee in a category represented by the SECA who is required to work 2 hours or more overtime in any day is eligible to receive a meal allowance of 36 cents and to be given a break of half an hour for the meal.

8. BONUSES

(a) Weekly Production Target Bonus; Half-Yearly ("Crop-end") Production Bonus. These bonuses were not agreed with the SECA but were agreed with the Man-Power Citizens' Association and later were voluntarily extended to other employees. All categories represented by the SECA are eligible to qualify for these bonuses at the "production" or "non-production" rate according to the work on which they are employed.

(b) Annual Production Bonus. All categories represented by the SECA are eligible to qualify for this bonus.

9. CYCLE ALLOWANCE

Any employee in a category represented by the SECA who is required while on estate duty to use his own cycle for half or more of his working week or for 50 miles or more a week, is entitled to receive a cycle allowance of \$3.00 a month. This allowance is not intended to cover the employee's travel from his home to his workplace but only to cover time or mileage on his own cycle while actually on estate duty.

10. PENSION SCHEME

Employees in categories represented by the SECA are required to join the contributory staff pension scheme of their company when they fulfil the requirements for entry into the scheme.

B. - FACILITIES

1. STUDY ASSISTANCE

Along with other staff members, employees in categories represented by the SECA are eligible to be considered for study assistance for approved examinations under the study assistance schemes operated by member companies of the SPA. Refunds and awards are made to successful participants.

2. MEDICAL TREATMENT

Employees in categories represented by the SECA are eligible for free medical treatment in the same way as other Junior Staff members. That is those employees on monthly salary and weekly paid employees after their first year of employment, are classed as Grade I workers and their families (wife and children under 16 years of age) are given, where necessary, free medical examination and treatment at the Estate Dispensary and free inpatient treatment at the Estate Regional Hospital on the recommendation of the Estate Medical Officer.

During their first year of service weekly paid Junior Staff members are classed as Grade II workers and are eligible for free medical examination and treatment at the Estate Dispensary and free in-patient treatment in the Estate Regional Hospital on the recommendation of the Estate Medical Officer; and their families are entitled to free medical examination and Dispensary treatment provided they live on the Estate, but are not entitled to in-patient treatment in the Estate Regional Hospital.

3. JUNIOR STAFF CLUB

Employees in categories represented by the SECA are eligible for membership of the Junior Staff Club on their Estate in accordance with the rules of the Club.

4. HOUSE LOTS AND LOANS

In common with other employees in the Sugar Industry, employees in categories represented by the SECA are eligible for house lots and loans under the provisions made by the Sugar Industry Labour Welfare Fund Committee.

APPENDIX VISCHEDULE 1NEW SALARY SCALE FOR SUGAR ESTATES' CLERKS
EFFECTIVE FROM 1ST JANUARY, 1958

Head Bookkeeper	\$180 - \$240 per month
Senior Assistant Bookkeepers	\$120 - \$180 " "
Other Clerks	\$60 - \$120 " "
Probationer Clerks	\$11 per week (1 year probation)
Head Storekeeper	\$150 - \$200 per month
Assistant Storekeeper	\$120 - \$150 " "
Stores Assistants (Excluding Porters)	\$60 - \$120 " "
Head Timekeeper	\$120 - \$160 " "
Assistant Timekeeper	\$60 - \$120 " "
Telephone Operators	\$8 - \$15 " week
Senior Steno-typist (one per estate except where specially authorised)	\$100 - \$150 " month
Typists	\$60 - \$100 " "
Technical Clerk - Factory Office (Dependent on responsibility)	Not to exceed \$180 per month.
Head Laboratory Technician	\$140 - \$240 per month
Senior Laboratory Assistant	\$100 - \$140 " "
Junior Laboratory Assistant	\$60 - \$100 " "
Laboratory Probationers	\$11 per week (1 year probation)
Distillery Clerk (Dependent on responsibility)	\$120 - \$180 per month
Assistant Distillery Clerk	\$60 - \$120 " "
Shipping Clerks (or Wharfingers) (Dependent on responsibility)	Not to exceed \$180 per month.
Field Experiment Lab. Assistants	Same scale as Junior Lab. Assis- tants. Recommendations may be made in special cases for these employees to be placed in the Senior Lab. Asst. Grade.

APPENDIX VISCHEDULE 2NEW SALARY SCALES FOR FOREMENEFFECTIVE FROM 1ST JANUARY, 1958

	<u>Per Month</u>
	\$
Shift Supervisor and Senior Foreman	180 - 280
Plant Foreman (Old Engineer Foreman and Foreman Engineer)	()
Foreman Electrician (Old Electircal Foreman)	()
Ancillary Workshop (Old Factory Workshop Foreman)	140 - 240
Field Workshop Foreman	()
Second Line Foreman (Carpenters, etc.)	110 - 160

APPENDIX VISCHEDULE 3NEW SALARY SCALE FOR FIELD CLERKS
EFFECTIVE FROM 1ST JANUARY 1958

Trainees	- \$90 per month for a newly engaged employee or as defined in (a) below.
Probationers	- \$120 per month, or as defined in (b) below.
Confirmed Field Clerks	- \$140 - \$240 per month - All increments on merit.
Senior Field Clerks	- \$240 - \$280 per month.

A Field Clerk will be promoted to the post of Senior Field Clerk only after passing an efficiency bar.

N.B.: While persons already in the estate's employment are under training or on probation, the above rules shall apply with the following amendments:-

- (a) during the training period of not more than two years, the salary of the employee will remain the same as received in his previous employment;
- (b) during the probationary period of not more than one year, the salary of the employee will be not less than \$120 per month and at least \$10 per month more than the salary received in his previous position or during his training period, if any.

For example, an employee who is receiving \$115 in his present position will be paid the same amount during his training period. He will be paid \$125 as a probationer. An employee receiving \$80 will be paid \$80 as a trainee and \$120 as a probationer.