

HUMANITARIAN ORGANISATION FOR MIGRATION
ECONOMICS (H.O.M.E.)

THE EXPLOITATION OF
MIGRANT CHINESE
CONSTRUCTION
WORKERS IN
SINGAPORE

2011

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CHAPTER 1

Background

Singapore's construction industry has played a key role in the country's socio-economic development. The infrastructure and facilities which have contributed to Singapore's economic achievements are due in large part to the contributions of this industry. In 2009, the construction sector enjoyed strong double-digit growth, achieving a record level of on-site construction activity or output of about \$30 billion.¹ In 2011, construction demand is expected to reach up to \$28 billion.²

Migrant workers form the bulk of Singapore's construction workforce because the relatively low wages, long hours and harsh working conditions make the industry an unattractive sector for many Singaporeans. It is estimated that more than 85 per cent of the construction workforce in Singapore are foreign workers.³ The large presence of migrant construction workers here – mostly originating from China, India, Bangladesh and Thailand – is fuelled by the demand for migrant labour on construction projects and by men in search of a better life in rural farm communities of these countries.

The vast majority of migrant construction workers that come to Singapore often rely on unlicensed or poorly regulated recruitment agencies. Others rely on informal networks of friends to help secure employment. Disputes over pay matters, recruitment fees and working conditions have been highlighted in the media, prompting stronger government action to deal with errant employers.

There are approximately 1.05 million foreign workers in Singapore,⁴ out of which 245,000 have been estimated to be in the construction sector.⁵ However, a breakdown by nationality of the number of migrant workers in the construction sector is not officially available. The Ministry of Manpower does not publicly disclose such figures.

Data obtained from China's Ministry of Commerce and the China International Contractors Association has suggested that there are approximately 39,378 Chinese migrant workers in construction, 29,388 in manufacturing, 3,405 in agriculture, husbandry and fishing as well as 8,076 in transportation.⁶ It should be noted that a number of Chinese state-owned and private enterprises have established their presence in Singapore. In a study done by Loh, Liew and Soh, it was commented, "some of these workers...were actually working for Chinese construction firms including its state-owned enterprises. When these Chinese firms won projects overseas, they would bring their workers with them from home to work on these

¹ 'Singapore highlights positive outlook for construction industry' http://www.thegovmonitor.com/world_news/asia/singapore-highlights-positive-outlook-for-construction-industry-21194.html (accessed January 24 2011)

² Building and Construction Authority, '2011 – Promising outlook for construction sector demand in 2011', January 12, 2011, http://www.bca.gov.sg/Newsroom/pr12012011_CPPS.html (accessed January 24, 2011).

³ Debrah A. Yaw and George Ofori, 'Subcontracting, Foreign Workers and Job Safety in the Singapore Construction Industry,' *Asia Pacific Business Review* 8, no.1 (Autumn 2001): 149.

⁴ National report for Singapore's Universal Periodic Review, http://www.mfa.gov.sg/upr/pdf/Singapore_National_Report.pdf accessed June 5, 2011

⁵ Kor Kian Beng and Chong Zi Liang, 'Demand for Foreign Workers "Still Strong",' *Straits Times*, August 31, 2010.

⁶ Lin Mei, 'Chinese Migrant Workers in Singapore: An Analysis Based on Interviews,' *International Journal of China Studies* 1, no. 1 (January 2010): 196.

projects.”⁷ They have also noted that the Building and Construction Authority of Singapore has at least 10 such companies registered here, although we believe that the number has since increased, based on our experience assisting workers.

In their study, Loh, Liew and Soh asked Chinese migrant construction workers to share some of the most serious problems they faced during their working stints in Singapore. Amongst their top concerns were: low wages, long working hours (more than ten hours per day), compulsory overtime work, poor living conditions and no assurance of continued employment once their existing work permits expire.⁸

Local media reports have also documented the problems faced by these workers. Distressed workers have threatened to commit suicide because of disputes over unpaid wages and exploitative working conditions.⁹ In 2009, approximately 200 Chinese construction workers staged a gathering outside the Ministry of Manpower to complain about late salary payments and unfair deductions to their salaries.¹⁰ Another group of 20 workers who sought assistance at the Ministry of Manpower claimed that they had not been paid for three months and that the employer tried to coerce them into signing a contract with a lower salary range a few months after they arrived. When they refused to do so, they were threatened with dismissal. According to the workers, their contracts, which were signed through recruitment agents in China, had promised that they would receive a salary range of S\$1,200 to S\$1,500; however, the actual payment fell short of that. Furthermore, for the first three months, they were not given their salaries but were instead paid a monthly allowance of \$200. From the fourth month, the remainder of their monthly salaries were released to them but in a staggered manner. The workers typically received their first month’s salary four months later and this pattern continued – the second month’s salary was paid only in the fifth month and so forth.¹¹ Employers held on to this ‘backlog’ of three months’ wages as a bargaining chip if workers raised complaints or threatened to resign over poor working conditions.

More recently, another Chinese construction worker staged a protest when he went to his employer’s worksite in Changi South, climbed a 30-metre tall crane and refused to come down till he was paid what he was owed.¹² In a conversation with one of HOME’s staff, the worker said that the employer refused to comply with Singapore’s labour laws during the

⁷ Low Sui Pheng, Liu Jun Ying and Soh Shan Shan, ‘Chinese Foreign Workers in Singapore’s Construction Industry,’ *Journal of Technology Management in China* 3, no.2 (2008): p213.

⁸ Low Sui Pheng, Liu Jun Ying and Soh Shan Shan, ‘Chinese Foreign Workers in Singapore’s Construction Industry,’ *Journal of Technology Management in China* 3, no.2 (2008): p218.

⁹ Elysa Chen, ‘His Life was in My Trembling Hands,’ *The New Paper*, September 2, 2010; Elena Chong, ‘Worker Jailed for Trespass at MOM,’ *Straits Times*, May 26, 2009; Chong Shin Yen, ‘Man on Top of MOM Building Calls Police,’ *The New Paper*, April 2, 2009.

¹⁰ Tan May Ping and Shree Ann Mathavan, ‘Firm’s “New Wage Structure” Halves Their Pay,’ *The New Paper*, January 2, 2009; Tan May Ping and Shree Ann Mathavan, ‘Employers Swayed, Workers Get Paid,’ *The New Paper*, January 1, 2009.

¹¹ Tan May Ping and Shree Ann Mathavan, ‘Employers Swayed, Workers Get Paid,’ *The New Paper*, January 1, 2009.

¹² ‘Worker charged over crane stunt in pay protest’ *The Straits Times*, July 7, 2011

mediation and the Ministry of Manpower officer who conducted the mediation was rude and brusque towards him.¹³

Poor living conditions have also received considerable attention from the authorities. In 2009, the Ministry of Manpower took action against 147 companies for failing to provide proper accommodation to workers. It was reported that approximately 2600 workers were relocated as a result of the Ministry's efforts.¹⁴ Despite these measures, many migrant workers continue to live in abject conditions. They have been found to live in makeshift cargo containers or illegal dormitories with slum-like living conditions. These places are often overcrowded, lack ventilation and proper sanitation facilities. They are also infested with pests such as bed bugs, rats and cockroaches.¹⁵ In 2008, the Minister for National Development said that about 80,000 to 100,000 out of approximately 650,000 migrant workers (excluding live-in domestic workers) were living in unacceptable accommodation.¹⁶

In response to the multitude of problems affecting migrant workers, the government instituted a few measures to address the rampant abuses and exploitation. For example, a task force was established by the Ministry of Manpower in 2009 to detect companies who were in financial difficulties and unable to pay workers. The government also enhanced punitive measures by amending security bond conditions to allow for the forfeiture of the S\$5,000 security bond should employers fail to pay their workers on time, or fail to house them in proper conditions.¹⁷ Legal action was also taken against errant employers who failed to pay workers promptly, deployed them illegally to multiple work sites, provided sub-standard accommodation, received kickbacks and ignored work safety regulations.

In spite of these encouraging measures, further reforms and stronger enforcement of existing regulations are still needed to ensure that migrant construction workers are not exploited and abused. For example, 3700 migrant workers made employment claims against their employers in 2009, yet the government only prosecuted 4 employers for salary arrears under the Employment Act.¹⁸ Similarly, the Chinese government should also play a more active role in providing greater protection to its own nationals working in the construction sector. This is especially important since many of the workers whom we interviewed and assisted are employees from its state-owned enterprises.

Methodology

For this report, in addition to the sources cited, HOME gathered information from our social workers and volunteers who assisted approximately four hundred Chinese migrant construction workers in 2010. We analysed the case records of these workers, conducted focus group discussions with thirty six workers, and held in-depth face-to-face interviews

¹³ Yang Wei, Personal interview, 29 June 2011

¹⁴ '147 companies warned to relocate nearly 2600 workers' Ministry of Manpower website. <http://www.mom.gov.sg/newsroom/Pages/PressReleasesDetail.aspx?listid=78>. Accessed on 15 July 2011

¹⁵ Arul John, 'Too packed for foreign workers', *The New Paper*, September 17 2010

¹⁶ Ang Yiying, 'Temporary housing sites still needed' *The Straits Times* 18 September 2008

¹⁷ The number of security bonds that were forfeited as a result of this change is not known as the Ministry of Manpower has not revealed such figures.

¹⁸ See Lim Hwee Hwee '外劳向雇主索偿个案激增 达三年来新高' Lianhe Zaobao 26 April 2010, and National Report for Singapore's Universal Periodic Review, http://www.mfa.gov.sg/upr/pdf/Singapore_National_Report.pdf, accessed 5 June 2011.

with five workers from the period January 2010 to June2010. The age of the workers that were interviewed face to face and in focus group discussions ranged from twenty five to forty five. We also analysed newspaper reports, contracts and other documents we obtained from workers, employers and government authorities. All the quotes from workers cited in this report are from the focus group discussions and face to face interviews.

CHAPTER 2: EXPLOITATION, ABUSE AND OTHER HUMAN RIGHTS VIOLATIONS

Recruitment

The recruitment process usually begins in the country of origin. Local agents in China act on behalf of the employer in Singapore and are the ones responsible for informing workers about their job scope, wages, working hours and living conditions. According to the workers we interviewed, recruitment agents are usually the recommendations of friends and relatives, or via advertisements in the newspapers. The majority of the workers did not know if the agencies they approached are licensed or legal by the Chinese government's standards. For those who would be working in Singapore for the first time, the agents in China would usually arrange for them to undergo training and sit for a vocational test – which they must pass – before starting work in Singapore. The recruitment fees paid to agents range from 15,000RMB to 35,000RMB and the money is usually a loan from friends and relatives.

Contracts between the workers and their recruitment agents in China are also non-existent. When we asked the respondents if they had signed a service agreement between themselves and their recruitment agent, all of them said that they did not. They were told to sign a contract between themselves and their prospective employers. What is striking about this is that they are usually signed hurriedly at the airport in China, just before the worker boards the plane for Singapore.

'He told me to sign [the contract] quickly because my flight was about to depart. I asked him what were its terms and conditions and he said that they are similar to what he had described to me when I first got the job. He said "everything will be fine".'

We also spoke to many workers who complained about the disparities between what was promised by the recruitment agent and their actual working conditions. Wage differences, sub standard accommodation and deductions to salaries were the most common.

'I was promised \$5 per hour by the agent but when I came to Singapore, it became \$4.50.'

'The dormitory was terrible, my agent said the living standards won't be any different from what I had in China.'

Some of the workers we spoke to were required to deposit a sum of money, usually 10,000RMB, with the agent in China before coming to Singapore. This was to ensure that the workers would not terminate their contracts prematurely, or the deposit would be forfeited.

Wage Issues

Migrant Chinese construction workers earn between S\$1000---S\$1500 per month, including overtime pay, and for work done on rest days, and public holidays. Late payment, improper payment, and illegal deductions to wages were some of the most common problems encountered by the workers we interviewed. The majority of them said their employers would either withhold at least three months of their wages or make monthly deductions to their

wages as a form of ‘security deposit’. The workers informed us that their employers justified such practices to ensure ‘good behaviour’. The money would only be paid to them upon completion of their contract and on the condition that the workers have not stirred up any ‘trouble’ for the company. Such practices are widespread among construction companies, despite local labour laws stipulating that workers should be paid monthly and no later than seven days after the end of the salary period. Wage deductions to ensure ‘good behaviour’ or as a form of ‘security deposit’ to be returned at the end of the contract period, are also forbidden under Singapore’s labour laws. We have also met workers who showed us salary slips that their salary had been deducted for insurance premiums, fines, and ‘loans’, even though such loan arrangements have not been agreed to.

Lack of transparency over how wages are paid is also a common complaint and cause of dispute between the workers and their employers. In our interviews, many workers expressed frustration at the fluctuating amounts they received each month and were dissatisfied that some workers received higher pay than others. Attempts made at clarification were often met with hostility by their supervisors and employers.

‘The company can choose how much to pay you... there is no fixed rate. We are not given time cards and it is up to them how much they want to pay... they don’t explain how our salary is calculated. They don’t tell us anything... we don’t understand why some workers get more for some jobs and others get less. It is not explained... Sometimes they look at your performance and decide how much to pay based on that... we don’t get salary vouchers which explain how our salaries are derived. We just sign a paper to say we have received the salary.’

‘For some people, their salary is high and for others it is lower. It really depends on who you are. If you talk back and ask questions, then you are “finished”. What he (the employer) says, you have to follow.’

‘The employer decides arbitrarily what he wants to deduct... deductions are made for insurance premiums and fines for safety regulations... we even get deducted for something like ‘related miscellaneous expenses’ (相关杂费) and this is written in our salary slips.’

Contracts we obtained from the workers demonstrate the lack of transparency in the calculation of wages.

‘Party B (the worker) understands and follows the implementation of the productivity wages system and (or) teams and groups contract system by the employer in Singapore that is more effort, more gain, no effort, no gain. Party B understands that the salary received every month shall fluctuate following the different stages of the project... the salary shall be determined based on a combination of the quota Party B completed, the working attitude and the quality of the project completed.’

We found that many workers were paid below statutory rates and such unfavorable terms and conditions were often specified in their contracts. For example, even though the Employment Act stipulates that workers should be paid overtime pay that is at least 1.5 times their basic

salary, many were receiving basic rates only. In other cases, overtime pay was paid but the employers would only consider work done beyond 60 hours a week (or 10 hours a day) as overtime work even though the Act indicates that it should be 44 hours.

Workers were routinely denied their entitlement to double their basic rate of pay when performing work on public holidays and rest days. Instead, they were penalised if they choose not to work on these days:

'If you choose not to work on Sundays, they will penalize you or even stop you from working. If you rest for more than 2 days in a month, they will penalize you by deducting from your salary.'

Another contract we obtained from a worker states that:

'During the term of employment in Singapore, workers shall not enjoy the benefits of annual paid leave and medical paid leave. Absent from work without any reason and without medical certificate shall be fined 50 Singapore dollars every day.'

Some employers make improper deductions from workers' wages under the guise of items authorized under Singapore's Employment Act. One worker showed us his pay slip, which indicated a deduction of S\$300 per month for 'utilities', despite the fact it is highly improbable that one migrant worker living on a construction site would use that much electricity and water. Other workers showed us pay slips that indicated they had obtained a loan from their employer even though that was untrue.

Work hours

10- to 16-hour work days from Mondays to Saturdays, and 8-hour work days on Sundays, were commonly reported among the workers we interviewed. Several workers also cited long work hours of up to 24 hours a day or longer on split shifts. Such conditions mean migrant construction workers have little or no time to rest, much less to spend on leisure and recreational activities outside of work.

'There is no fixed rest time. I have to quickly finish my meal and start immediately. If not, I will be reprimanded.'

'I have worked more than 20 hours non-stop at least twice.'

'I have worked for 24 hours at least 4 times within a 6 month period.'

The Employment Act states that employees should not work more than 72 hours of overtime a month. It also stipulates that workers should be allowed to rest after 6 consecutive hours of work. Yet, employers pay little heed to such regulations. In fact, employers and even some government officials claim that workers 'willingly' accept such conditions because they wish to earn more money. Such arguments ignore the fact that many workers have little bargaining power to negotiate for better working conditions. Many migrant workers pay huge sums of money to labour recruiters and need to work long hours to recover these recruitment fees. Workers who fail to meet production outputs, put in fewer hours or take time off are reprimanded and, in some cases, punished through fines. Some workers have told us that their companies justified the need for them to work long hours because their construction projects

need to meet tight deadlines. Many felt compelled to put in long hours for fear that their employers may fire them, punish them by paying lower salaries or prevent them from working completely.

'If you don't work as required, they will fine you... fine \$50 a day for every day that is not worked...if you are not sick, you must work or you will be fined... (there is) very little rest during the day; only one hour for lunch... if you rest, you must be really quick or they will be unhappy with you... it does not matter how many hours you work, you need to finish the work that has been assigned, otherwise you can't stop work.'

'A fellow worker in my company was prevented from working for almost 2 weeks because the company felt that his working attitude was not good. I didn't want something like this to happen to me.'

According to the workers, some of their employers deliberately recorded fewer hours on their time cards to pay them less. The workers found it difficult to lodge complaints with the authorities for fear of losing their jobs.

'I work 12 hours a day but my employer only records 10. MOM said we need to provide proof that we work 12 hours to make a claim. But how do we do that? My fellow work mates will not speak up because they are scared.'

Workplace safety

Workers in the construction industry are highly vulnerable to workplace injuries and deaths. Singapore's worker fatality rates are higher than many developed countries and countries in the European Union. For a long time, Singapore's work place fatality rate has remained below the standards of other economically developed countries. Measures were taken to address this problem. According to the Ministry of Manpower (MOM), the workplace fatality rate has dropped from 4.9 fatalities per 100,000 employees in 2004 to 2.2 per 100,000 employees in 2010.¹⁹

Comparison of Occupational Death Rates 2002	
Country/Region	Occupational Fatality Rate
Sweden	1.2
United Kingdom	1.3
Australia	2.0
USA (2000)	2.2
EU 15 Average	2.5
Japan	2.6
Singapore	4.9
# Occupational death per 100,000 workers	

Source: Ministry of Manpower website, <http://www.mom.gov.sg/Documents/safety-health/reports-stats/OSH%20profile%20Singapore.pdf>

¹⁹ Ministry of Manpower website <http://www.mom.gov.sg/Documents/safety-health/reports-stats/OSHD-AR2009/Introduction.pdf> accessed 20 January 2011

Government officials have expressed concern about the high rate of fatalities and accidents and have demonstrated some level of commitment to address this problem. In a speech made at the 27th Annual Construction Campaign led by the Singapore Contractors Association Limited (SCAL), Mr Hawazi Daipi, the Senior Parliamentary Secretary for Manpower and Health said:

*'Construction stakeholders must also understand that sustaining WSH improvements will have a great impact on the sector's productivity. In 2009, construction worksites lost almost 260,000 man-days due to work related safety and health incidents, a 20% increase from the 216,000 man-days lost in 2008. The time lost could have allowed projects to be completed earlier, translating into higher productivity and profitability, and more importantly, save lives and limbs.'*²⁰

The Ministry of Manpower has identified falling from heights, stepping on objects or being struck by falling objects as the top three types of fatal industrial accidents between 2002 and 2005. Falls from height were the predominant accident causes in the construction sector, resulting in 75% of such fatalities.²¹

Fatigue has also been identified as a major accident risk factor in the construction industry. A study conducted by Dr Margaret Chan of the University of Sydney urged for better recognition by occupational health and safety managers of fatigue as a major risk factor. Dr Chan's doctoral research focused on four high-profile oil and gas Sino joint-venture construction projects in Mainland China, where she interviewed workers, managers and safety supervisors to establish perceived causes of workplace accidents. All three groups considered fatigue to be the most significant risk factor in workplace accidents at these sites. According to her study, factors like failure to use equipment or failure by individual workers to follow safety procedures are heavily influenced by fatigue.²²

*'If you eliminate fatigue, you also eliminate other so-called 'causes' of accidents. Previous research shows fatigue can cause performance impairment equivalent to - or greater than 0.10% - of blood alcohol concentration, a level deemed unacceptable for driving a crane or operating dangerous construction equipment or machinery.'*²³

20 'Opening Address by Mr Hawazi Daipi, Senior Parliamentary Secretary (Manpower & Health) at the Opening Ceremony of the Construction Safety, Health and Security Campaign 2010, 02 July 2010, 9:40 AM, SCAL House.' Ministry of Manpower website, <http://www.mom.gov.sg/newsroom/Pages/SpeechesDetail.aspx?listid=264>) accessed 15 January 2011

21 'Overview of OSH accident statistics and trends involving falls from heights between 2002 to November 2006. Ministry of Manpower website, <http://www.mom.gov.sg/Documents/safety-health/OSH%20Accident%20Statistics%20and%20Trends%20-%20FFH.pdf> accessed 15 January 2011

22 Chan, Margaret (2011) 'Fatigue: the most critical accident risk in oil and gas construction', *Construction Management and Economics*, 29: 4, 341-353

23 Chan, Margaret. "Fatigue the major accident risk factor in construction" 28 January 2010. University of Sydney. Print.

Dr Chan also emphasised:

‘Workers at construction projects are predominantly multi-cultured migrants who worked an average of more than 60 hours a week. Based on my findings, I believe that it is imperative managing contractors of these projects provide recreation facilities to help workers recover from fatigue and mental stress, reducing the risk of accidents at construction sites.’²⁴

She urged managers to ensure workers take regular breaks from work and to schedule shift rosters to allow the body to adapt to the circadian rhythm. They should also provide facilities allowing workers to recover from the fatigue and stress that comes with working in a high-risk environment.²⁵

Fatigue and inadequate sleep have been found to be significant factors in workplace accidents in a study by Ronald Powell and Alex Copping.²⁶ A survey of construction industry stakeholders conducted by researchers from Loughborough University in Leicester, England, identified tiredness and fatigue as a key factor in reduced concentration, poor decision making and compromised safety in the construction industry. The study also concluded that fatigue does not appear to be widely recognised in the construction industry as a cause of accidents in the work place.²⁷

The effects of fatigue and insufficient rest requires more attention by the Ministry of Manpower since many of the workers we spoke with put in between 10 – 16 hours of work a day, with several even working 24 hour shifts. They work seven days a week, with many working up to a total of 350 hours a month or more. The long hours, lack of days off, and inadequate rest endured by the workers make it highly likely that many workplace accidents occur due to loss of concentration caused by fatigue.

Safety on Lorries

It is not uncommon for workers to be ferried in the open decks of lorries when they are driven between work sites and their living quarters. On 22 June 2010, three Chinese nationals in their 40s died in the morning rush hour when the lorry they were riding in skidded and tipped over. Fourteen other workers were also hurt in the accident.²⁸ The following day, another lorry crashed while transporting 40 workers, leaving 6 injured.²⁹ Employers often pile construction and other worksite material at the back of lorries with the workers, making their journeys even more hazardous. The accidents, which happened on June 2010, were certainly not the first spate of accidents that led to deaths and severe injuries. In 2009, four workers died when the lorry they were being ferried on crashed into a trailer.³⁰ This led to a public outcry and in response, the Land Transport Authority (LTA) instituted a number of measures, key among which was that all existing lorries ferrying workers had to install higher protective side railings and canopies. This was to reduce the chances of workers being flung out of lorries

²⁴ Ibid.

²⁵ Ibid.

²⁶ Powell Ronald and Copping Alex, ‘Sleep Deprivation and Its Consequences in Construction Workers’, *Journal of Construction Engineering and Management*, Vol 136. No. 10, October 2010, pp1086-1092

²⁷ ‘Causal factors in construction accidents’ Departments of Human Sciences and Civil and Building Engineering, Loughborough University, Leicestershire and Manchester Centre for Civil and Construction Engineering, 2003

²⁸ Ted Chen and Bryan Toh, ‘Three dead, 14 injured, as lorry tips over’, *The Straits Times*, June 23 2010

²⁹ Hoe Pei Shan ‘Safety calls grow after second accident’ *The Straits Times* 24 June 2010

³⁰ Four workers killed as lorry crashes into trailer’ *New Paper* May 20, 2009

should an accident occur. However, the LTA gave employers three years to comply with this rule, which was roundly criticised by NGOs. The justification given by the government was that employers needed more time as it would be costly for them to implement these new measures. The government's concerns about imposing costs on businesses to improve safety standards are untenable when the lives and safety of human beings are at risk.

It was the accidents on June 2010 that led to the death of three Chinese nationals and several others severely injured which prompted the LTA to shorten the length of time for employers to comply with the new regulations.³¹

When the new measures to address the safety of workers on lorries were announced, it is worth noting that the work group which designed the new measures did not have any union representatives or worker's groups on its committee.³² The work group was co-chaired by the Land Transport Authority and the Ministry of Manpower. Therefore, it is not surprising that the measures fell short of ensuring more urgent action was taken to prioritise the safety of workers.

Inadequate living conditions and meals

Most of the workers we spoke with were either living in quarters located at their work sites, in dormitories arranged by their employers or in factories that had been converted to workers' quarters. Those who lived at their work sites were housed in large metal cargo containers. Most complained of living in conditions which were cramped and unhygienic, or infested with bed bugs and other pests such as cockroaches and rats. Some also complained that the beds provided to them were too small and flimsy, often breaking easily. One worker shared that his company stacked triple-decker beds in his room in an attempt to save on space. Another remarked that before coming to Singapore, he thought that it was a clean country; after he arrived, he was shocked that his living conditions were sordid and unhygienic.

'The living space is too small, there are too many people and the air is not good, it is not ventilated. There are many bed bugs... this is very normal in Singapore... the place that I was sleeping in was very small and there are so many people... there is a window but because there are many people, it is very stuffy.'

'There were many rats in the room. I could not sleep well due to this. The rats will jump on our beds.'

While there were some who felt that toilet and sanitation facilities in their living quarters were adequate, a significant number complained that they had to share one toilet with tens of other workers. One worker told us that the toilet in his quarters was shared with seventy other workers, making it exceptionally difficult for him and his co-workers to wash up and prepare for work. Waiting for at least one hour or more just to use the toilet was the norm for workers who complained of inadequate toilet facilities.

³¹ Royston Sim & Melissa Kok, Stricter safety rules for lorries from next month, *The Straits Times*, Jan 18, 2011

³² See 'More Stringent Measures To Enhance Safety Of Workers Transported On Lorries'
http://www.lta.gov.sg/corp_info/index_corp_press.htm, accessed on 11 July 2011

Attempts to inform their employers about the inferior conditions they were living in often fell on deaf ears. Employers either ignored or trivialised their concerns.

“Our quarters are managed by the management. The management told us that if we are not happy, we can complain to MOM (Ministry of Manpower) directly.”

The work permit terms and conditions of the Employment of Foreign Manpower Act stipulate that employers are responsible for housing workers in ‘acceptable accommodation’.

FW (Foreign Worker) accommodation must meet the various statutory requirements. This includes:

- *Proper land use by the Urban Redevelopment Authority (URA), Housing Development Board (HDB) or Jurong Town Corporation (JTC);*
- *Building structural safety standards by the Building and Construction Authority (BCA);*
- *Fire and safety standards by the Singapore Civil Defence Force (SCDF);*
- *Environmental health requirements by the National Environment Agency (NEA); and*
- *Drainage and sanitary/sewerage system requirements by the Public Utilities Board (PUB).*

*Employers who fail to provide acceptable accommodation can be prosecuted under the Employment of Foreign Manpower Act; their subsequent work permit applications/renewals may also not be approved for failing to comply with regulatory requirements.*³³

Between 2007 and 2009, about 24,700 foreign workers were relocated after they were found to be living in quarters which were inadequate. It was also revealed that about 40 percent of the 1,460 workers quarters inspected between January 2009 and April 2010 were found to be ‘unacceptable’ to live in.³⁴

In a press conference on the human rights of migrant workers, the Special Rapporteur on the right to adequate housing, Ms Raquel Rolnik, estimated that 200 million international migrants are not enjoying their right to adequate housing. Ms. Rolnik said that through her country visits, work and research, she recalled seeing migrant workers sleeping in metal containers with no electricity and water.³⁵

The Singapore government had estimated that 80,000 to 100,000 out of approximately 850,000 migrant workers are living in illegal or unacceptable accommodation (excluding domestic workers).³⁶ It is highly probable that the government failed to consider whether Singapore had sufficient decent accommodation facilities before liberalising its migrant worker recruitment policy. Faced with a supply crunch, large numbers of migrant workers

³³ ‘Housing requirements’ Ministry of Manpower website <http://www.mom.gov.sg/foreign-manpower/passes-visas/work-permit-fw/before-you-apply/Pages/housing-requirements.aspx> accessed 15 January 2011.

³⁴ Arul John, ‘Too Packed... for Foreign Workers - 27, 000 Workers Get Better quarters,’ *The New Paper*, September 17, 2010.

³⁵ ‘Press conference on human rights of migrant workers.’ http://www.un.org/News/briefings/docs//2010/101022_Workers.doc.htm accessed January 15 2011

³⁶ Ang Yiying, ‘Temporary housing sites still needed’ *The Straits Times* 18 September 2008

found themselves living in squalid conditions in places that were not approved by the authorities.

Sub-standard accommodation and hygiene standards will have adverse consequences for the health and wellbeing of migrant workers. Many of the construction workers we spoke to complained of difficulties sleeping at night because of bed bugs and poor ventilation. Insufficient rest and tiredness can lead to less than optimal performances at work, making workers more vulnerable to mistakes and accidents, as discussed in the previous section.

Migrant construction workers also receive poor quality food from their employers. Cooking is not allowed in the living quarters of many of the workers we spoke with and meals are outsourced to caterers. Many of the workers we spoke with told us that the food catered for them were poorly prepared. Workers from one construction company told us the food provided by the company was so unhygienic that diarrhoea was quite common. Six workers we spoke with told us that they had found insects in their food while several others told us that their food is either under-cooked or overcooked. Some also complained that the food they received was not fresh or had turned bad because it had been unconsumed for too long.

‘The cooking style is not good and the amount given is not enough...the ingredients used are limited and you can tell it is very cheap...it usually comes with a lot of rice and very few ingredients.’

In an attempt to save on costs, some employers may resort to engaging illegal food caterers to provide meals for their workers.³⁷ Food prepared in such kitchens do not conform with the hygiene standards set by the government. The workers we spoke with could not be certain that illegal caterers prepared the food they received. However, many of them believed so because of the low hygiene standards. One worker told us it was not possible that a legitimate catering company prepared his meals because of Singapore’s strict standards in matters concerning food hygiene and cleanliness.

“Yes the food is bad but you don’t have much of a choice... we are not allowed to cook. We just eat what’s given... in any case, we are not here to enjoy ourselves but to work... we just accept what’s given.”

Access to Health Services and Work Injury Compensation Claims

The Work Injury Compensation Act allows employees who have sustained injuries in a work-related accident or contracted an occupational disease to claim work injury compensation. Dependents of employees who die in a work-related accident are also eligible for compensation. Claimable items include medical leave wages, medical expenses and compensation in instances of permanent incapacity or death. Unlike civil claims, compensation is generally payable under the Act regardless of whether the employer is at fault, as long as the employee had suffered an injury by accident arising out of and in the course of his employment, or had contracted an occupational disease as defined under the Act.

³⁷ See Zaihan Mohd Yusof ‘Bigger Drive Thru Horror Kitchens Busted’ *The New Paper* 5 March 2007

The compensation benefits are computed based on fixed formulae and capped under the Act.³⁸

Workers interviewed by HOME were often denied medical leave wages and had to pay for their own medical expenses. Bereft of income due to their injuries, these workers often resort to borrowing from friends and relatives in Singapore to finance their medical expenses, even though the employer is required by law to pay for these expenses. Those who were eventually paid their medical leave wages got substantially less than what they were entitled to because their employers would make false declarations of the worker's salary to the Ministry of Manpower. It is difficult for workers to prove how much they are paid since many of them are paid in cash and do not have access to time cards or salary vouchers, which are often kept by their employers only. Some workers may have to wait for months on end before receiving medical treatment because of the employer's reluctance to foot their medical bills, despite laws stipulating that employers are responsible for bearing these costs.

We also spoke with several workers who were only issued between one to three days' worth of medical leave by doctors, or given light duty leave, despite sustaining injuries which justified longer periods of medical leave. Examples of such injuries include workers whose fingers or toes may have been partially sliced off due to accidents that occurred at work, or workers whose injuries required major surgery. The doctors that treat these workers have their own private practice and are not from government hospitals or clinics. The workers informed us that they were not given a choice as to which hospitals or clinics they could visit to seek treatment as they are required by their employers to seek treatment only from clinics appointed by the company.

'I only got 2 days MC and I was shocked. My finger was chopped off! I could not understand. The doctor refused to give me a copy of the MC and said that if I have any questions, I should direct them to my employer.'

HOME's social worker accompanied one construction worker to one of these clinics to find out why he was only given two days of medical leave, despite the fact that he had suffered a serious head injury that required stitching and bandaging. The doctor told the social worker that workers should not be given too many days of medical leave or they will 'become lazy' and 'not want to work'.³⁹

In such instances, because the official medical leave granted for the injuries is shorter than 14 days, the claims may not be considered to be serious enough by the government to merit work injury compensation. Employers are hesitant to report injuries – particularly serious ones – because a high reported rate of worker injury at a particular worksite might potentially lead to work stoppages and penalties by the authorities. Such employers are also reluctant to pay higher insurance premiums caused by work injury claims made to the insurance company.

³⁸ Ministry of Manpower website <http://www.mom.gov.sg/workplace-safety-health/work-injury-compensation/the-wic-act-and-who-it-covers/Pages/default.aspx> accessed 15 January 2011

³⁹ Interview with doctor in private practice (Name withheld), 7th February 2010

Workers who are injured or ill due to non-work related causes would not be given paid medical leave, even though most of them had worked for more than three months with their employer.⁴⁰ The contracts they showed us also state that they do not have the right to claim wages when on medical leave.

Workers who are ill or have injuries that are not work-related would be expected to pay for their own medical expenses. Employers may deduct the cost of medical expenses from the worker's salaries or refuse to refund workers for the cost of medical expenses.

Dispute resolution procedures

The workers we spoke to complained of oppressive management techniques that often involved the use of violence or verbal abuse. 'Uncooperative' workers may be punched and shoved by their foremen or employers for having 'attitude' problems or for poor work performance. Others are threatened with 'blacklisting.' This is a process whereby employers may submit negative feedback to the Ministry of Manpower for placing future employment bans on migrant workers after they have returned to their countries of origin. Fearful of not being allowed to return to Singapore to work, some workers find it difficult to bargain and negotiate with their employers in the event of a dispute.

'Many workers are afraid they cannot come back to work if they make too much trouble for the employer.'

Even when workers lodge salary claims at the Ministry of Manpower, employers may still refuse to comply with Employment Act standards during mediations to resolve the matter. For example, it is a common practice for employers to deduct a portion of a worker's wages as a 'security deposit' to ensure 'good behaviour'. Employers justify such practices by making workers sign agreements that allow them to make the deductions. However, the Employment Act prohibits employers from making such deductions and any term or condition in a contract that is less favourable than the Act is null and void. Yet, when meetings are arranged by the Ministry to resolve these issues, many employers insist that they have the right to withhold a worker's salary. Several workers have also informed us that some Ministry of Manpower officials told them that they should not recover such deductions from their employers because they had already signed a contract allowing the employer to do so. A letter written to *Today* a local English language daily, by Stephanie Chok, a HOME volunteer describes this in further detail. We re-produce here extracts of that letter:

As a volunteer with non-government organisations dealing with migrant workers, I have met many foreign workers bound by similar contracts which violate the Employment Act and international labour laws. Such contracts should be illegal. Yet, I have seen many foreign workers enter "mediations" at the Ministry of Manpower (MOM) and be told: "But you signed the contract". There is no recognition of the coercion involved when workers are

⁴⁰ The *Employment Act* stipulates that employees who have worked for at least 3 months for the same employer are allowed to claim wages for medical leave of up to 14 days for outpatient treatment and 60 days for hospitalisation.

asked to sign contracts at the airport, after they have paid extortionate amounts of money to recruitment agents.

Also, a "negotiation" strategy is often favoured during mediations, when what is required is an enforcement of existing legislation. It should not be left to employers to decide whether and when they will not comply with the Employment Act.

What is the point of workers making appointments to see MOM officers only to have to "negotiate" or plead for mere compliance with the law?

The Ministry of Manpower replied to this letter, and we reproduce here, the relevant paragraph in response to the points raised:

MOM offers mediation services to help the parties resolve their differences as quickly and amicably as possible, within reason and to be fair to parties involved. As it is a mediated settlement, both the employer and the workers concerned are free to decide whether the proposed terms of settlement are acceptable to them. If any party does not accept the proposed settlement terms, the workers may refer their claims to the Labour Court for adjudication.

The argument that the worker is "free" to accept the proposed settlement terms during mediation does not take into consideration the fact that mediation can take several weeks and that the balance of power between the employer and worker is unequal. During this period, the worker may be without an income as the employer may have terminated his employment in retaliation. Many workers have been chased out of their dormitories and denied proper meals for lodging complaints at MOM. This puts the worker at a disadvantage during negotiations.

Adjudication through labour Court is a costly option and the procedures can be complicated and confusing. Workers may not know how to present their claims effectively in court whereas an employer can easily afford to consult a lawyer for this. Labour Court proceedings may also take several months. During this time, MOM does not allow them to work, making survival difficult for workers. In the event the employer does not pay up, the Order can only be enforced in the civil court. Usually, a lawyer has to be hired to explain the procedures and to assist in enforcement. Even though MOM may prosecute employers for not complying with the Order, this is of limited use as the worker may still not be paid even though the employer has been prosecuted.

Disgruntled employers may also make it more difficult for workers they are unhappy with to return to Singapore to work once they have returned to China. A popular method is to make an application for a work permit for a worker who has already left the country, even though the employer does not intend to hire the worker again. Any subsequent work permit application made by a genuine prospective employer will be rejected because an application has already been made for the worker.

Another technique used to control workers is to stop them from working until the employer is satisfied that the worker will not create any ‘trouble’. This effectively denies a worker his wages for that period.

‘I was not allowed to work for two weeks because he (the employer) said I had a poor working attitude.’

Other workers we spoke with complained of being compelled to sign false confessions admitting to committing mistakes or creating ‘trouble’ at work. When the workers refused to sign those statements, they were threatened with repatriation or forfeiture of salaries that were withheld by their employer.

Kickbacks

Kickbacks are payments that are made to an employer by a worker in return for a job. Instead of paying a recruitment agent a placement fee, some of the workers we spoke to paid their employers instead. Kickbacks paid out to employers may range from S\$2000 to S\$6000 and are often used to offset the cost of foreign worker levies, a tax that employers pay to the government for every migrant worker they hire. The levy is between S\$180 per month per worker to \$450 per month per worker. Other workers had to pay both their recruitment agents and employers. It is an offence under Singapore law for an employer to receive kickbacks from workers. However, workers often find it difficult to lodge such claims due to lack of evidence. Employers do not issue receipts or provide any documentary evidence to workers that kickbacks have been received.

‘I paid \$3000 to my boss and if I did not, he would not renew my contract. I went to the Ministry of Manpower to lodge a complaint about it but they did not accept my claim because I had no proof. How can I possibly get proof when the employer does not give me any written evidence?’

Contracts⁴¹

Migrant Chinese construction workers often sign contracts that are designed to control, subjugate and punish them into complying with poor working conditions and oppressive managerial control. We obtained and analysed thirty six of such contracts. These contracts are usually signed hastily at an airport in China, just before the worker departs for Singapore. Workers we interviewed told us that the contractual terms and conditions were not explained to them, nor did they have the opportunity to read and consider them. Yet, a common clause that is usually found in these contracts will explicitly state that the worker has had the opportunity to carefully consider its terms and conditions:

‘Party B signed this contract in a clear state of mind. He was under no pressure nor was he lured into it. He has read and pondered over the document many times. On acquiring the support of his family members, he then signed the contract totally aware it is of his own volition.’

⁴¹ The clauses in these contracts have been translated from Chinese to English. Party A in the contract either refers to the recruitment agent in China who has signed the contract on behalf of the employer, or it refers to the employer. Party B refers to the worker.

Imposing penalties to ensure workers remain compliant is another clause found in most of the contracts we examined, even though such contractual terms are not allowed under local labour laws:

'...Party B will subject himself willingly and unconditionally to the punishment of the employer. The punishments include: compensation (depending on the situation), deduction of salary (a one time deduction not higher than half a day's salary, based on the average daily salary), fines (a one-off fine not more than half a day's salary, based on the average daily salary), cessation of work (not more than 3 days) etc. Should party B object to, or create trouble due to the punishment being meted out, his penalties will be doubled until such time that party B is fired and sent home.'

A common method to ensure 'good' behaviour is to withhold a portion of a worker's salary until the worker finishes the term of his contract:

'To ensure that party B abides by Singapore's laws and regulations, abides by the employer's rules and regulations, and to ensure that the employer does not suffer any losses (financial or other areas) due to party B's actions, party B agrees to a deduction of a small sum of his salary as a deposit to be withheld by the employer. The employer shall refund the deposit to party B upon completion of the contractual period, before his return home. However, should party B violate any of Singapore laws and regulations, or cause any damages to the employer, no refund shall be made.'

Should party B violate any of the employer's management terms and regulations, Party B agrees to have his deposit money deducted and the remaining sum shall be refunded to Party B.

The list of terms are:

- Party B shall not participate in any illegal business or personal activities, and shall not be a business partner or a business director.*
- Party B engages in any unlawful, immoral, or unhealthy activities.*
- Party B cohabitates with any Singaporean or permanent resident.*
- Party B engages in gambling and prostitution.*
- Party B engages in any kind of strikes.*
- Party B instigates others to create trouble.*
- Party B makes comments that are not favorable to the employer or are disrespectful to the employer. Party B maligns the employer or makes ill-intentioned complaints to government authorities.*
- Party B shall leave the country within the period decided by the employer, which is aligned to Singapore's laws and regulations. Party B has sufficient time to settle any salary dispute*

before this time; as such, under no circumstances should Party B use salary dispute as an excuse to refuse departure and board flights.

Should party B violate any of the regulations mentioned above, party B shall forfeit his payment (stipulated in clause 4.3) and the deposit mentioned in this article as part of the compensation for the employer and party A. The employer may invoke this clause via party A in the country of origin.

'...a sum of \$2000 shall be retained by the company...employees who complete the 2 year contract without violation of any laws and regulations shall receive the refund of \$2000.'

'The employer reserves the right to reward or punish the worker, up till the day of his repatriation, depending on the conduct and performance of the worker.'

Another contract we obtained states that:

'Party B shall be responsible for all punishments and penalties imposed on him arising out of his actions during the period of his employment. Party A shall pursue the issue, and if the nature of the issue is serious, Party A shall reserve the right to impose another penalty that is twice as harsh as the initial penalty as part of compensation for damages (financial and reputational) to Party A.'

Some contracts will explicitly indicate what the employer considers 'good' behaviour:

'Party B shall not bargain, be picky about his job or refuse to work within an assigned area. He shall not cause damage to the work done by others, and he shall maintain workplace cleanliness, work hard, finish his tasks on time and set a good example. Should party B violate any of the terms above, party A's site manager reserves the right to repatriate the worker and the cost of the air ticket shall be borne by the worker, and a fine of between \$500-\$2000 shall be imposed.'

'To protect the image of the workers, he (the worker) shall maintain healthy relationships and friendships. He shall not date or be involved in any love affairs...He shall not apply for marriage during the term of his contract.'

Another contract given to HOME requires workers to disclose fully their personal and family information:

'Should party A discover that party B has hidden any information during the processing of work documents (such as not revealing marital status, overseas experience, personal and family history etc), party A shall terminate party B's qualification for work overseas. Party B will also not be refunded payments that were made previously, and Party A shall pursue compensation from Party B.'

Even though the Passports Act prohibits any persons other than the bearer of the passport from keeping it, employers continue to flout this law. Workers are also not allowed to keep their work permit cards or even hold on to their own educational and skills certificates. Workers who terminate their contracts early, or who make their employers unhappy, may not

get these certificates returned to them, making it difficult for some workers to apply for jobs in future:

'Upon arrival in Singapore, the passport and work permit of party B shall be kept by party A. Should party B require his passport for the purpose of seeking medical treatment or for other valid reasons, he should apply to have his passport loaned to him, and shall return party A after he has used it. The employer shall report to the police if the passport is not returned or if it is misplaced, and a fine of \$500 shall be imposed. Safety certificates, skills certificates or other relevant certificates shall be kept by party A.'

Although the Employment Act stipulates that workers should be paid at least 1.5 times the basic rate of pay for work done beyond eight hours, and be paid at double the basic rate for work done on public holidays, many of the contracts we obtained from the workers contain terms and conditions that are less favourable than this. The following clauses from 3 different contracts illustrate this:

'The normal work hours per day is 10 hours. Overtime will start after the 10th hour.'

'In using piece rated calculations, I agree not to make request for overtime payment, including Sunday and public holiday work.'

'Party B shall work eight hours a day, starting from 8am till 5pm. If overtime is required, the employer shall increase the working hours. Basic rates shall be paid for work done on public holidays and Sundays.'

A worker may also receive late payments even though the Employment Act stipulates that salary should be paid monthly, within seven days from the end of the salary period:

'...due to the disjuncture between the time of payment for party B's salary after he has completed the work and the time required for the employer to collect earnings for the work done, Party B shall be paid his salary sixty days after the working month'

'Salary will be paid once every two months.'

The terms of the contracts also allow the employer to make arbitrary decisions on rates as well as methods of payment. The workers we interviewed told us that they are not consulted and do not have the right to negotiate or bargain. Otherwise, they risk being fired and repatriated. The following clause illustrates this:

'The employer has the sole right to adjust the piece rate standards according to market conditions or the company's performance. When making adjustments to the piece rate standards, the company will not take into consideration the previous existing standards.'

Workers who choose to terminate their contracts prematurely would also be penalized. Such penalties apply even if workers discover that their working conditions are different from what their recruiters had promised them.

‘Party B shall compensate 100,000 RMB for breach of contract if he chooses to terminate the contract...For losses and damages that have been incurred by party A, if the damages incurred are above 100,000RMB, party A shall reserve the right to continue seeking compensation from party B in the country of origin. Party A shall also forfeit all outstanding salary owed to Party B. Aside from this, party A shall reserve the right to seek compensation from the guarantor or family members of party B an additional sum of 100,000RMB, which amounts to a total of 200,000RMB. Party B and his guarantor willingly take on the responsibilities of compensation...’

In addition, the employer reserves the right to terminate the contract arbitrarily without compensating the worker:

‘Party A has the right to end the contract and arrange for the repatriation of Party B.’

Even workers who need to terminate their contracts because of poor health are required to compensate their employers:

‘In the event that the worker fails to have his work permit applied due to liver disease, lung diseases, heart disease, high blood pressure or other diseases, or develop these conditions within three months of arrival, he shall return to China within the stipulated time allowed by the Singapore government. He shall be responsible for all of his examination fees, insurance fees, assessment fees, air ticket, and costs incurred in the application for the work permit. The employer can also request compensation from the worker a sum of 10,000RMB. All charges borne by the worker shall be deducted from the salary.’

Such clauses violates local labour law as the Employment of Foreign Manpower Act stipulates that employers are financially responsible for a foreign worker’s repatriation costs as well as medical insurance and that employers are barred from recovering any costs associated with hiring a foreign worker (such as application fees).

Workers are also prohibited from approaching the authorities for help in the event of a dispute with the employer. Some of the contracts we obtained warned workers against doing so:

‘During the term of stay in Singapore, party B shall not say anything that is detrimental to the employer... should Party B lodge a complaint to the government department or slander the employer, resulting in the employer needing to send a professional to answer and explain to the government department, the employer shall have the right to seek from party B the expenses incurred by the administrative officer, and the transport expenses which amounts to \$100--\$300 per occasion.’

Rest days and leave are also discouraged in many instances, even though the Employment Act requires all employers to give one rest day a week and seven days of annual leave for the first year of work.

‘The worker shall not initiate rest without reasons, and will be fined \$30 per day for doing so.’

'For absence from work without reason, the fine for the first day shall be \$30, the second day shall be \$60, and the third day onwards shall be a sum of \$100 per day. Workers who are absent from work for more than 3 days shall be repatriated. Workers who accumulate more than 7 days of absence from work without valid reasons in a period of 2 years shall also be repatriated. The worker shall work no fewer than 29 days a month.'

Some workers we spoke to were denied medical leave and payment of salary when sick or injured. They also had to pay for their own medical expenses. One of the contracts we obtained states that:

'Party B shall not enjoy any medical leave wages during his work in Singapore. All medical expenses shall be paid by the worker himself. A work injury that has been diagnosed as serious, and if the worker is not able to work for more than 2 weeks, he shall be repatriated and the cost of the air ticket will be borne by the worker.'

'For injuries that are not work related, party B shall be responsible for all costs incurred. The employer shall not pay for the medical expenses and will not be involved in any compensations matters.'

Furthermore, illness is a sufficient reason for termination under the employment contracts:

'The contract shall be terminated when the employee, because of his actions, directly or indirectly causes himself to fall sick, has obtained medical leave for more than 10 days, or accumulates a total of 15 days within a year, or requires any long term medical treatment.'

Workers are also warned against filing civil claims against their employers for claims related to work injury compensation or salary. Harsh penalties will be imposed if they do so:

'Should party B seek a lawyer or be involved in compensation matters through other channels or through legal means, the employer shall have the right to seek compensation for all the expenses (including the employee's salary, lawyer's fee, transport fee, communications fee, etc and all the penalties and losses etc that the employer incurred from the project's main contractor as a result of Party B seeking compensation through legal means) incurred by the employer because of Party B. The employer shall have the right to deduct the entire expense from the amount that Party B has in Singapore. At the same time, all of Party B's procedures during the term in Singapore shall be dealt with by Party B himself and the agent.'

Some contracts even stipulate that the family members of a worker who has died in Singapore will not be allowed to visit:

'Regardless of the type of death, the family members of Party B shall not invoke any reasons to request to come to Singapore to handle the funeral matters. The employer shall also not bear any expenses incurred as a result of this.'

Workers are also not allowed to raise complaints about their food and accommodation:

'Party B shall not make any complaints about the food and lodging and shall not argue with the food caterer. The employer shall make payment to the caterer in advance, which will be deducted from the worker's salary thereafter. To simplify management issues, all accommodation matters shall be determined by the employer. Party B shall not refuse or choose his own accommodation, or seek his own lodging. Any violation of these terms shall result in the repatriation of Party B and the confiscation of the contract fees.'

Seeking redress for claims

Even though the Employment Act, Work Injury Compensation Act and the Employment of Foreign Manpower Act provide avenues for workers to seek redress for the complaints outlined in this chapter, migrant workers face significant challenges doing so.

A study of the challenges encountered is documented in our report *Justice Delayed, Justice Denied: The Experiences of Migrant Workers in Singapore (2010)*.

CHAPTER 3: CONCLUSION AND RECOMMENDATIONS

Many workers we spoke to felt discriminated against and were afraid of pursuing their claims despite the widespread abuse and exploitation they experienced. In the absence of timely and accurate information, they were easily influenced by advice given by co-workers, friends, and threats from employers. They often kept their families in the dark about their difficulties for fear of causing worry. Inadequate social support and pressure from families compounded these problems and caused a great deal of distress.

Singapore has not ratified many of the major international human rights conventions, including the United Nations International Convention on the Protection of the Rights of all Migrant Workers and their Families. It has only ratified the United Nations Convention for the Elimination of all Forms of Discrimination Against Women (CEDAW) and United Nations Convention on the Rights of the Child (CRC). It is also not a party to the ILO C97 Migration for Employment Convention and the ILO C143 Migrant Workers Convention.

This study has shown that policy reforms, aggressive public education initiatives (especially among employers) and pro-active enforcement of existing regulations are vital to ensure the full realization of workers' rights and welfare. It is in light of these findings that HOME recommends the Singapore government to:

- Adopt a holistic approach to appraising infrastructural adequacy when approving large-scale construction projects, including the ability to adequately house large numbers of migrant construction workers. There should be adequate facilities within these dormitories to meet the worker's day-to-day needs such as cooking, sanitation and laundry. Such housing should also take into consideration the worker's need for relaxation and other recreational activities. Measures should also be taken to ensure that food supplied to workers are from licensed caterers and meet minimum hygiene and nutritional standards.
- Take stricter punitive measures against employers and agents who routinely confiscate workers' passports, work permits and personal documents.
- Abolish the employer sponsored work permit system, which gives employers the unilateral right to cancel and repatriate migrant workers.
- Make it incumbent upon employers and agents to provide timely salary payments to workers that are accompanied by accurate records. The payment records, including pay slips and receipts, should be clearly dated and show clearly how salaries are computed. In the event of a dispute, if such items have been consistently denied to workers, it should be up to the employer to demonstrate, with unambiguous evidence, that the worker's claims are inaccurate, failing which, the worker's claims should be upheld. The objective of this measure is to provide a disincentive to employers to deny workers timely and accurate pay slips and receipts, which make the dispute resolution process additionally cumbersome and protracted. The pay slips produced by employers should contain, at the very least, the signature of the worker to be admissible as evidence if the worker disputes their authenticity.

- Scrutinise and audit private medical services that regularly attend to migrant workers pursuing work injury compensation claims – especially if repeated complaints have been made against particular practitioners and/or suspicious trends are detected (such as the frequent issuing of two-day medical leave despite heavy injuries). Workers should also have the right to choose their medical practitioner of choice as long as it is among the list of approved medical practitioners gazetted under the Work Injury Compensation Act.
- Undertake a review to assess the impact of long working hours (especially 24-hour shifts) and worker fatigue as a contributing factor to the high rate of workplace accidents and fatalities on Singapore’s worksites. This would entail not just the cooperation of the construction industry but its major clients – property developers as well as the Singapore government and its various agencies that oversee large public sector projects (roadworks, MRT lines etc). Construction companies often cite time pressure to complete projects as reason and this has negative trickle-down effects on workers who are tasked with unreasonable, backbreaking workloads. The Ministry of Manpower should take proactive measures to educate employers on the need for workers to receive sufficient rest.
- Actively enforce the statutory provisions of the Employment Act during mediations, rather than doing so only when the complaint is brought before the labour court (which may take up to several months before a judgment is made).

The ‘*contra proferentem*’ rule should be adopted during the adjudication of employment disputes for contracts with ambiguous contractual terms, whereby such ambiguous terms will be construed *against* the party that has included it (i.e. the employer). This will discourage employers from exploiting the uneven bargaining powers between them and their workers – for workers are usually at the losing end when it comes to the provision of evidence in their defence.

- Proactively monitor, investigate and prosecute employers who flagrantly flout labour laws and adopt employment contracts with illegal employment terms. The punitive measures taken against errant employers should be publicised to serve as a deterrent to other recalcitrant employers.
- Proactively monitor for compliance to the Work Injury Compensation Act and the Employment of Foreign Manpower Act to ensure that workers receive their medical leave wages, medical treatment and have access to social support, adequate food and lodging while waiting for their claims to be resolved. The government should also consider providing temporary employment for workers awaiting work injury compensation claims. Local workers are not prevented from pursuing employment while awaiting their work injury compensation payouts. The same principle should apply to migrant workers.
- Adopt a more stringent approach to supply chain management. Main contractors, subcontractors and other third-party labour suppliers should be made responsible for the competence of the contractor and the welfare of its workers. All parties should be held accountable for issues such as the timely payment of salaries (including overtime), provision of adequate housing, work place safety and protection against exploitative practices. In other major industries with

transnational networks, such as manufacturing, labour supply chain management is viewed as a critical issue. Any country and industry with a serious commitment to Corporate Social Responsibility and sustainability practices cannot ignore conducting due diligence on their supply chains and ensuring proper employment practices.

- Work with the Chinese government and its embassy to address the abuse of migrant construction workers by ensuring that its state-owned enterprises respect local labour laws. It should also work with the Chinese government to proactively educate its workers through pre-departure orientation programmes about their rights, and avenues of redress against recruitment agencies in China.
- Provide comprehensive quantitative and qualitative data on labour disputes and issues concerning the wellbeing of workers. It should work proactively with unions, NGOs, and employer's associations to ensure that employers are educated on compliance with local labour and welfare standards for migrant construction workers.
- Work with its tripartite partners comprising employer associations and unions to take proactive steps to educate employers on effective human resource policies and dispute resolutions processes, instead of resorting to punitive measures like withholding wages, and inflicting physical and verbal abuse.
- Ban the use of lorries as a mode of transport for migrant workers. Migrant workers should be conveyed on buses or vans instead. The current rules do not adequately ensure their safety because ferrying people in the open backs of lorries and trucks, without proper safety measures such as seat belts and exposure to bad weather, are a risk to health and safety.
- Take action against companies that make work permit applications for workers even though they have no intention of hiring them. When an application is made by one company, the worker's genuine prospective employer is unable to do so because the Ministry of Manpower is unable to process two applications at the same time. This prevents workers from returning to Singapore to work. Companies resort to such tactics as a way of punishing workers to prevent them from seeking new employment.

ANNEX A

Migrant Workers Ferried on Lorries



Photo credit: The New Paper

ANNEX B

Migrant Workers' Accommodation



Photo credit: Shelly Thio



Photo credit: The New Paper



Sleeping area
Photo credit: Stephanie Chok



Toilet and bathing facilities
Photo credit: Stephanie Chok

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