



**PKB COMPARISON PROGRAM AND PKB DATABASE
REGIONAL ACV/CSCI ASIA
PERIOD JUNE 2024 – SEPTEMBER 2024**



COMPANY NAME	: PT CITRA UNGGUL PERKASA GARMENT
ADDRESS	: Kp. Pasir Gabig RT 03 RW 03 BojongKembar Village Cikembar District - Sukabumi Regency, West Java
SECTOR	: GARMENT
NUMBER OF WORKERS	: 3021
NUMBER OF MEMBERS	: 2887
PKB VALIDITY PERIOD	: 2023 - 2025
CLUSTER	: FOREIGN CAPITAL
SP SB WHO NEGOTIATE	: PK FSB KIKES KSBSI PT CITRA UNGGUL PERKASA GARMENT

COMPANY PROFILE

PT. Citra Unggul Garment produces ready-to-wear clothing which is then exported to several countries. PT. Citra Unggul produces quality products with competitive prices and timely delivery in accordance with all safety requirements / regulations as well as quality and company standards.

1. FREEDOM OF ASSOCIATION

BEST PRACTICE	<p>Article 6 Paragraphs 1 to 9 GUARANTEES AND RIGHTS FOR TRADE UNIONS</p> <ol style="list-style-type: none"> 1) The Company acknowledges and acknowledges the PK FSB KIKES K-SBSI PT. Citra Unggul Perkasa Garment as a non-political Workers Union that represents its members, namely Workers who work at PT. Citra Unggul Perkasa Garment. 2) In accordance with the principles of Pancasila Industrial Relations, the Company acknowledges that workers represented by the Workers Union are partners as stated in the Guidelines for the Implementation of Pancasila Industrial Relations, and are also Company assets to achieve common goals. 3) Membership of the Trade Union for each Worker must be based on the personal will of the Worker himself/herself freely, by filling out the Trade Union membership form. 4) Companies are prohibited from exerting pressure, intimidation, or discrimination, either directly or indirectly, on the management of the Workers' Union and its members. 5) The Company grants permission to the Trade Union/Workers Union to: <ol style="list-style-type: none"> a. Receiving or entertaining guests of the Labor Union at the Labor Union secretariat office located at the company location without ignoring the regulations in force within the Company; b. Holding meetings with its members within the Company. All costs arising from the activities of the Labor Union are the responsibility of the Labor Union concerned.
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	<p>6) The Labor Union is obliged to actively participate in maintaining order and cleanliness in the work environment, places of worship, cooperative rooms, locker rooms, parking areas and other facilities provided by the Company.</p> <p>7) The Labor Union is obliged to help protect and foster workers so that they have good morals.</p> <p>8) The company may know the names of the Trade Union Administrators, especially if there are changes and the company may also know the number of members.</p> <p>9) Companies can help reduce union membership fees as long as the conditions set out in applicable laws and regulations are met.</p> <p>Article 7 DISPENSATION FOR TRADE UNION OFFICERS AND MEMBERS Regarding the Freedom to carry out Labor Union activities, the company can release 1 (one) Labor Union administrator from his/her activities as an employee and the Company can give permission to the Labor Union Administrator to leave work by first notifying the Company in writing through the HRD/Personnel Section by attaching an official invitation letter from the inviting agency to obtain prior approval and copied to the HR & Compliance Manager and acknowledged by the Director no later than 2 (two) x 24 (twenty four) hours in advance, and without reducing his/her rights as a Worker without any deductions from his/her income for the following purposes:</p> <p>a) In case of fulfilling a summons or consulting with a Government Agency;</p> <p>b) In terms of fulfilling a call or consulting with the Trade Union apparatus (DPC/DPP);</p> <p>c) In terms of attending meetings/gatherings/seminars related to employment organized by the Government and/or institutions in the employment sector.</p> <p><i>"quite clear"</i></p>
BAD PRACTICE	

2. WAGES

BEST PRACTICE	<p>Article 19 CALCULATION OF OVERTIME WAGES Calculation of overtime wages is based on applicable laws and regulations, namely:</p> <p>a. The calculation of overtime wages per hour is 1/173 times the wage.</p> <p>b. Calculation of overtime wages carried out on working days:</p> <p>b.1. for the first hour of overtime work, the pay is 1.5 (one and a half) times the hourly wage;</p> <p>b.2. for each subsequent hour of overtime work, the pay is 2 (two) times the hourly wage.</p>
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- c. Calculation of overtime wages carried out on weekly rest days and/or official holidays with the provisions for calculating overtime wages carried out as follows:
- c.1. O'clockFirst to eighth hour, paid 2 (two) times the hourly wage;
 - c.2. O'clockNinth, paid 3 (three) times the hourly wage; And
 - c.3. O'clocktenth, eleventh and twelfth hours, paid 4 (four) times the hourly wage.

Article 29 Articles 1 to 3

WAGES

- 1) Wages are workers' rights received and expressed in the form of money as compensation from the company for work and/or services that have been or will be performed.
- 2) Wages consist of basic salary + fixed allowances.
- 3) The fixed allowances in this case are:
 - a. Positional allowance
 - b. Long service allowance.

Article 31 Articles 1 and 2

WAGE INCREASE

- 1) The company will consider providing regular basic salary increases to employees, which in principle will be implemented once a year, unless there are special circumstances.
- 2) The basis for the increase in basic salary each year refers to the Decree of the Governor of West Java.

"quite clear"

Article 32 Paragraphs 1 to 6

RELIGIOUS HOLIDAY ALLOWANCE

- 1) The Company provides Religious Holiday Allowances to all employees, both in terms of Specific Employment Agreements and Non-Specific Employment Agreements.
- 2) Workers with 12 (twelve) months of continuous work or more receive a Holiday Allowance of 1 (one) month.
- 3) Workers with a work period of 1 (one) month but less than 12 (twelve) months receive Eid Allowance which is calculated proportionally, as follows:
Basic salary: 12 x total length of service
- 4) Workers whose employment relationship ends 30 (thirty) days before a Religious Holiday falls are entitled to a Religious Holiday Allowance. This provision does not apply to workers in a Specific Employment Agreement whose employment relationship ends before a Religious Holiday falls.
- 5) Payment of Eid Allowances is given no later than 1 (one) week before the Religious Holiday.

	<p>6) The wages that form the basis for calculating Religious Holiday Allowances are basic salary + fixed allowances.</p> <p><i>"quite clear"</i></p>
BAD PRACTICE	

3. SOCIAL SECURITY

BEST PRACTICE	<p>Article 35 Paragraphs 1 to 6 BPJS EMPLOYMENT</p> <ol style="list-style-type: none"> 1) The company will register each employee in the BPJS Employment program. 2) For workers who at the time of a work accident are not yet members of BPJS Ketenagakerjaan, the work accident costs will be borne by the company. 3) BPJS Employment includes: <ol style="list-style-type: none"> a) Accident insurance b) Death Insurance c) Pension plan d) Pension Guarantee e) Job Loss Insurance 4) BPJS Employment contributions for the programs in letters a) and b) are paid in full by the company. 5) BPJS Employment Contributions for the programs in letters c) and d) are paid jointly by the company and workers, where the amount of contribution deductions is based on applicable laws and regulations. 6) The wages that are the basis for calculating BPJS Employment contributions are basic salary + fixed allowances. <p>Article 36 paragraphs 1 to 6 BPJS HEALTH</p> <ol style="list-style-type: none"> 1) The company will register each employee in the BPJS Health program. 2) For workers who are not yet members of BPJS Kesehatan, the workers' medical expenses will be covered by the company in collaboration with hospitals and/or clinics. 3) BPJS Health membership applies to workers and their legitimate dependent families who are registered with the company up to the third child who is under 21 years of age and/or not yet married. 4) In the case where the employee's husband or wife works, the company also includes the employee in the same program, then the employee must choose one of the BPJS Health insurance participants in writing by attaching evidence that is considered valid by the company. 5) In the event that workers have participated in BPJS Mandiri membership before working at PT. Citra Unggul Perkasa Garment, they are required to report to the company for data collection. 6) The wages that are the basis for calculating BPJS Health contributions are basic salary + fixed allowances.
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	<p>Article 37 Paragraphs 1 to 5 WORKER HEALTH EXAMINATION</p> <ol style="list-style-type: none"> 1) The company carries out regular health checks on its employees to maintain the health of employees according to their duties and positions. 2) The Personnel Department will provide a Letter of Introduction to workers who will undergo a health check at a Hospital or Clinic or a doctor appointed by the company. 3) Workers who carry out health checks are entitled to full wages. 4) All costs required during the implementation of worker health checks are fully borne by the company. 5) The results of employee health checks are company secrets and are kept as confidential archives to facilitate employee coaching and development programs. <p><i>"Quite clear"</i></p>
BAD PRACTICE	

4. GENDER

BEST PRACTICE	<p>Article 23 Articles 1 and 2 MENSTRUATION LEAVE</p> <ol style="list-style-type: none"> 1) Female workers who experience pain during menstruation on the first and second day are not required to work and receive full wages, provided they inform their superiors and the HRD/Personnel department about their condition. 2) The female worker concerned is required to fill out the Menstrual Leave form. <p>Article 24 Articles 1 to 5 MATERNITY LEAVE AND MISCARRIAGE LEAVE</p> <ol style="list-style-type: none"> 1) Female workers who are about to give birth are entitled to 3 (three) months of maternity leave, calculated as 1.5 (one and a half) months before giving birth and 1.5 (one and a half) months after giving birth according to the obstetrician/midwife's calculations. 2) Female workers who experience a miscarriage are entitled to miscarriage leave for 1.5 (one and a half) months or according to a certificate from an obstetrician or midwife. 3) Maternity leave applications must be submitted to the HRD/Personnel department at least 2 (two) weeks before maternity leave begins. 4) Those who are entitled to maternity/miscarriage leave are female workers, whether they are bound by a Fixed Term Work Agreement or an Indefinite Term Work Agreement. 5) Workers who take maternity leave or miscarriage leave are entitled to full wages. <p>Article 41 Paragraph 34 COMPANY RULES AND CONDUCT</p>
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	<p>34. Workers are prohibited from committing immoral acts or sexual harassment against other workers.</p> <p><i>"quite clear"</i></p>
BAD PRACTICE	<p><i>"There are no articles that regulate the protection of women regarding the handling of cases of violence and sexual harassment in the workplace, even though the garment sector is a labor-intensive company where the majority of workers are women who are vulnerable to experiencing violence and sexual harassment."</i></p>

5. OCCUPATIONAL HEALTH AND SAFETY

BEST PRACTICE	<p>Article 41 COMPANY RULES AND CONDUCT</p> <p>7. Workers report to their superiors if they suspect there are symptoms, incidents, dangers that threaten and/or cause losses to the company.</p> <p>12. Workers are prohibited from smoking in the company environment or places that are flammable, except in places that have been provided for this purpose and only at specified times, such as during breaks.</p> <p>18. Workers maintain cleanliness and safety within the company environment to ensure occupational health and safety in the company.</p> <p>31. Workers are required to use Personal Protective Equipment provided by the company during working hours (masks, metal gloves, cloth gloves, rubber and others).</p> <p>32. Workers are required to comply with the health protocols established by the company to prevent infectious diseases/pandemics.</p>
BAD PRACTICE	<p><i>"The article on occupational safety and health is incomplete and does not focus on this issue."</i></p>

6. OTHER

BEST PRACTICE	<p>ARTICLE 13 Paragraphs 1 and 2 WORKER AGE LIMIT</p> <p>1) The minimum age limit for prospective workers is 18 (eighteen) years.</p> <p>2) The retirement age limit for workers is 57 (Fifty Seven) years.</p>
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"The age limit clause can prevent companies from hiring workers under the age of 18."

Article 27 Paragraphs 1 to 3

LEAVE TO PERFORM HAJJ PILGRIMAGE

- 1) The company provides 1 (one) opportunity for Muslim workers to perform the Hajj pilgrimage with the provisions issued by the Government, in this case the Ministry of Religion of the Republic of Indonesia.
- 2) Application Hajj leave must be submitted to the HRD/Personnel department at least 1 (one) month before the hajj leave is carried out.
- 3) Workers who take leave to perform the Hajj pilgrimage are entitled to full wages.

"This article is special because the company gives workers the opportunity to perform religious duties and leave work for a long enough time."

Article 38

DEATH BENEFITS

In the event that the worker in question dies, his legal heirs will be given death benefits as follows:

- a) Full wages for the current month;
- b) Death Insurance from BPJS Employment;
- c) A large amount of money is calculated in accordance with applicable employment laws/regulations.

Article 39 Paragraphs 1 and 2

FIRE AND NATURAL DISASTER AID

- 1) The company provides assistance in the event of fire or natural disasters, the amount of which is determined according to the company's capabilities.
- 2) Workers are required to submit a valid Certificate regarding the fire or natural disaster to the company.

Article 40

TRANSPORTATION FACILITIES

The company will provide transportation facilities for female workers who work/return home between 23:00 WIB and 05:00 to destinations that can be reached by company vehicles.

Article 54 Paragraphs 1 to 4

PROCEDURES FOR RESOLVING WORKERS' COMPLAINTS

- 1) In the event of complaints/dissatisfaction from workers regarding the employment relationship and working conditions as well as employment conditions, these will be resolved through deliberation with their direct superior and if this cannot be resolved, it will be forwarded to higher management.

	<p>2) If it cannot be resolved by higher management, it should be resolved through deliberation in the Bipartite Cooperation Institution between the Company and the Labor Union.</p> <p>3) In the event that it cannot be resolved internally within the Company by the Bipartite Cooperation Institution, assistance will be requested from the Manpower Office for further resolution in accordance with applicable laws and regulations.</p> <p>4) The Personnel Division is working on a Suggestion Box to accommodate employee complaints for those who may not dare to express their problems to their superiors directly, implemented in accordance with company procedures.</p> <p>Article 59 Paragraphs 1 and 2 LOCAL WISDOM INSTITUTION CONTENT</p> <p>1) The Company facilitates the organization of company religious study groups/other worship groups and the delivery of religious guidance through audio speakers, leaflets/pamphlets/posters/banners, and other media to realize good and productive behavior, and guarantee the availability of appropriate and adequate places of worship.</p> <p>2) Organizing the management of Zakat, Infak and Shodaqoh as well as other socio-religious activities as an effective solution to combating loan shark practices in the work environment.</p> <p><i>"Some things that are sometimes considered small but meaningful for workers are a plus for the company where the company is considered to care about its workers by giving small attentions to lighten the burden on the family and or simply appreciation and care for the surrounding environment"</i></p>
BAD PRACTICE	