



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



<b>COMPANY NAME</b>	<b>: PT PEI HAI INTERNATIONAL WIRATAMA INDONESIA</b>
<b>ADDRESS</b>	<b>: Jl. Peterongan District, Jombang Regency, East Java 61483</b>
<b>SECTOR</b>	<b>: SHOE</b>
<b>NUMBER OF WORKERS</b>	<b>: 5752 PEOPLE</b>
<b>NUMBER OF MEMBERS</b>	<b>: MALE : 115 PEOPLE WOMEN : 1578 TOTAL : 1693</b>
<b>PKB VALIDITY PERIOD</b>	<b>: 2023 – 2025</b>
<b>CLUSTER</b>	<b>: MULTI NATIONAL COORPORATE</b>
<b>SP SB WHO NEGOTIATE</b>	<b>: PK FSB KIKES KSBSI PT PEI HAI INTERNATIONAL WIRATAMA INDONESIA</b>

**COMPANY PROFILE**

PT PEI HAI Wiratama Internasional Indonesia is a manufacturing company that produces shoes, this company is a purely foreign-owned company (Pure PMA) PT PH Wiratama Internasional Indonesia is one of the companies that uses a production system in the form of a job shop or order system.

This is because the sports shoe products produced include several orders from several well-known sports shoe brands from several countries, namely Hong Kong, America, China, Japan, South Korea and Italy.

**1. FREEDOM OF ASSOCIATION**

<b>BEST PRACTICE</b>	<p><b>ARTICLE 7 Paragraphs 1 to 7 FACILITIES FOR TRADE UNIONS (SP/SB)</b></p> <ol style="list-style-type: none"> <li>Employers and trade unions are required to implement the provisions contained in the Freedom of Association (FOA) protocol.</li> <li>Employers will provide dispensation to workers who are members, administrators or appointed to attend deliberation meetings or congresses or conferences, employment education, seminars and trade union activities with full wages.</li> <li>Employers provide facilities for SP/SB in accordance with applicable laws and regulations and other regulations.</li> <li>Employers assist in deducting contributions for Workers' Unions/Labor Unions in accordance with the provisions stipulated in the Minister of Manpower and Transmigration Decree Number 187/X/2004 concerning Labor Union contributions.</li> <li>Changes to the increase in check of system (COS) contributions for Workers' Unions/Labor Unions are notified to their members through an announcement letter by the Workers' Union/Labor Union by referring to the Articles of Association/Bylaws and/or a statement letter in the recruitment of members of the Workers' Union. The Workers' Union and the company facilitate changes to the deduction of check of system contributions in accordance with</li> </ol>
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	<p>the nominal and/or presentation made through a letter of application to the company by the Workers' Union concerned and regulated in more detail in the applicable SOP.</p> <ol style="list-style-type: none"> <li>Employers and Trade Unions Trade Unions provide examples to workers and members such as obeying the rules, arriving, taking breaks and going home on time, checking in at the places provided, etc.</li> <li>Do not misuse the facilities provided by the company for personal gain</li> </ol> <p><b>ARTICLE 8</b> <b>DISPENSATION FOR TRADE UNIONS</b></p> <ol style="list-style-type: none"> <li>At the request of the Trade Union, the company will provide dispensation without reducing the rights of representatives of the Trade Union or labor union appointed by the Trade Union to attend trials, consultations with government agencies or organizations, meetings, seminars, labor education and training and other activities in the interests of the organization and its members both inside and outside the company. Wages are paid according to normal working hours without overtime.</li> <li>Trade Unions Trade Unions or representatives of Trade Unions Trade Unions that hold activities as per paragraph 1 above by submitting a letter of application by attaching a letter of assignment and/or invitation from the relevant office or agency no later than 3 days in advance to the company to obtain prior approval for the Provisions and their implementation will be regulated separately.</li> </ol> <p><i>"quite clear"</i></p>
<b>BAD PRACTICE</b>	
<b>2. WAGES</b>	
<b>BEST PRACTICE</b>	<p><b>ARTICLE 33</b> <b>BENEFITS FOR FAMILY OF WORKERS OR DETAINED WORKERS</b></p>

### PASAL 33

#### TUNJANGAN UNTUK KELUARGA PEKERJA ATAU PEKERJA YANG DITAHAN

- Dalam hal Pekerja ditahan pihak yang berwajib karena diduga melakukan tindak pidana, maka pengusaha tidak wajib membayar upah tetapi wajib memberikan bantuan kepada keluarga Pekerja yang menjadi tanggungannya dengan ketentuan sebagai berikut :
- Untuk 1 orang tanggungan: 25% (dua puluh lima perseratus) dari upah.
  - Untuk 2 orang tanggungan: 35% (tiga puluh lima perseratus) dari upah.
  - Untuk 3 orang tanggungan: 45% (empat puluh lima perseratus) dari upah.
  - Untuk 4 orang tanggungan atau lebih: 50% (lima puluh perseratus) dari upah.
- Bantuan sebagaimana dimaksud pada ayat 1 diberikan untuk paling lama 6 (enam) bulan terhitung sejak hari pertama Pekerja ditahan oleh pihak yang berwajib.
  - Pengusaha dapat melakukan pemutusan hubungan kerja terhadap Pekerja yang setelah 6 (enam) bulan tidak dapat melakukan pekerjaan sebagaimana mestinya karena dalam proses perkara pidana sebagaimana dimaksud pada ayat 1.
  - Dalam hal pengadilan memutuskan perkara pidana sebelum masa 6 (enam) bulan sebagaimana dimaksud pada ayat 3 berakhir dan Pekerja dinyatakan tidak bersalah, maka pengusaha wajib mempekerjakan Pekerja kembali.
  - Dalam hal pengadilan memutuskan perkara pidana sebelum masa 6 (enam) bulan berakhir dan Pekerja dinyatakan bersalah, maka pengusaha dapat melakukan pemutusan hubungan kerja kepada Pekerja yang bersangkutan.
  - Pemutusan hubungan kerja sebagaimana dimaksud pada ayat 3 dan ayat 5 dilakukan tanpa penetapan lembaga penyelesaian Perselisihan Hubungan Industrial.

### BAB VI PENGUPAHAN

#### PASAL 34 PENGERTIAN UPAH

- Upah adalah suatu kewajiban pengusaha yang diterima Pekerja sebagai imbalan untuk suatu pekerjaan atau jasa yang telah atau akan dilakukan, dinyatakan atau dinilai dalam bentuk uang yang ditetapkan menurut suatu persetujuan atau peraturan perundangan dan dibayarkan atas dasar suatu perjanjian kerja antara pengusaha dengan Pekerja termasuk tunjangan untuk Pekerja sendiri maupun keluarganya.
- Upah adalah suatu penerimaan sebagai hak karyawan dari pengusaha kepada karyawan untuk suatu pekerjaan yang dilakukan.
- Upah karyawan dibayarkan dengan mata uang rupiah.



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### ARTICLE 35 WAGE COMPONENTS AND WAGE SYSTEM

### ARTICLE 36 BASIC WAGE

### ARTICLE 37 FIXED ALLOWANCE AND NON-FIXED ALLOWANCE

**PASAL 35**

**KOMPONEN UPAH DAN SISTEM PENGUPAHAN**

1. Komponen upah terdiri dari upah pokok, tunjangan tetap dan tunjangan tidak tetap.
2. Sistem pengupahan Pekerja di perusahaan dilaksanakan dengan sistem upah bulanan tetap.

**PASAL 36**

**UPAH POKOK**

Upah Pokok adalah upah yang diperhitungkan sesuai dengan tingkatan jabatan tertentu yang nilainya tidak lebih rendah dari Upah Minimum yang ditetapkan oleh pemerintah.

**PASAL 37**

**TUNJANGAN TETAP DAN TUNJANGAN TIDAK TETAP**

1. Tunjangan tetap adalah tunjangan yang tidak dipengaruhi oleh ketidakhadiran kerja yang bersifat tetap.
2. Pemberian premi atau tunjangan tidak tetap diberikan dengan maksud untuk mendorong kinerja pekerja dalam melaksanakan tugas agar semakin meningkat.
3. Tunjangan tetap terdiri dari.

a. Tunjangan Jabatan

Besarnya tunjangan yang diberikan kepada Pekerja dengan jabatan pimpinan paling rendah Cucang sampai Manager akan diberitahukan kepada yang bersangkutan saat pengangkatan. Tunjangan jabatannya akan disesuaikan dengan jabatan yang baru.

b. Tunjangan Masa Kerja

Tunjangan masa kerja hanya diberikan untuk karyawan tetap sesuai dengan ketentuan sebagai berikut :

- a. Masa kerja diatas 19 th s/d 22 th sebesar Rp. 102.500,-
- b. Masa kerja diatas 22 th s/d 25 th sebesar Rp. 114.500,-



- c. Masa kerja diatas 25 th s/d 27 th sebesar Rp. 135.500,-
- d. Masa kerja diatas 27 th s/d 29 th sebesar Rp. 157.000,-
- e. Masa kerja diatas 29 th s/d 31 th sebesar Rp. 166.000,-
- 2. Uang makan bagi karyawan bulanan.  
Uang makan gaji bulanan Rp. 85.000 dan uang makan harian Rp. 3000
- 3. Besarnya gaji : Puncang, Cincang, Wakab dan Kabag gajinya disesuaikan dengan tugas dan Tanggung jawabnya.
- e. Tunjangan masa kerja adalah tunjangan yang diberikan setiap bulan kepada pekerja berdasarkan masa kerja

#### Tunjangan Tidak Tetap

Tunjangan tidak tetap adalah tunjangan yang diberikan secara tidak tetap yang dipengaruhi ketidakhadiran kerja dan diberikan selama Pekerja masuk kerja, terlibir dari:

- a. Tunjangan Shift (Ekstra Puding)  
Tunjangan Shift (Ekstra Puding) adalah tunjangan yang diberikan kepada Pekerja yang bekerja pada shift II (siang) dan Shift III (malam).
- b. Pekerja mendapat tambahan berupa susu untuk pekerja jenis pekerjaannya terkena paparan kimia, area berdebu.
- c. Premi Kehadiran  
Premi kehadiran adalah premi yang diberikan kepada seluruh Pekerja untuk mendorong agar Pekerja masuk kerja secara teratur sesuai dengan Perjanjian Kerja Bersama. Ketentuan dan besarnya premi kehadiran adalah sebagai berikut:
  - i. Apabila hadir penuh dalam satu periode pembayaran gaji (1 bulan), maka diberikan premi kehadiran penuh sebesar Rp. 91.000,-
  - ii. Apabila hadir penuh dalam satu periode pembayaran gaji (1 bulan) tetapi terlambat masuk kerja atau ijin pulang lebih cepat sebanyak 1 (satu) kali, maka premi kehadiran diberikan separuh atau sebesar Rp. 45.500,-
  - iii. Apabila hadir penuh dalam satu periode pembayaran gaji (1 bulan) tetapi terlambat masuk kerja atau ijin pulang lebih cepat sebanyak 2 (dua) kali, maka tidak berhak atas premi kehadiran.
  - iv. Pekerja tidak masuk kerja dengan ijin meninggalkan pekerjaan tanpa mendapat upah selama 1 (satu) hari atau lebih atau mangkir/alpa selama 1(satu) hari tidak berhak atas premi kehadiran.
  - v. Pelaksanaan finger:
    - a. Bagi yang sudah finger tapi tidak tampak premi hadir tidak dipotong dengan catatan diberi Memo A dari petugas (setelah dilakukan pengecekan ke bagian personalia dahulu), setelah itu Memo A disetorkan ke personalia dengan ditanda tangani kabag masing - masing bagian dan kabag personalia



- b. Bagi yang lupa finger diberikan Memo B dari petugas setelah itu, Memo B disetorkan ke personalia dengan ditanda tangani oleh kabag masing - masing bagian dan kabag personalia.
- c. Bagi karyawan yang terlambat, pulang lebih awal dan lupa finger berlaku ketentuan berikut :
- 1 (satu) kali premi hadir dipotong Rp.45.500,
  - 2 (dua) kali premi hadir hilang
- vi. Apabila Premi Hadir sudah tidak ada / habis karena tidak masuk ( ijin, sakit, atau alasan lainnya ), dan dikemudian hari terjadi terlambat masuk / datang atau pulang lebih awal, lupa finger, maka pemotongan diberlakukan

GP/UMK:173 (mm)

60 Menit

- Izin karena sakit tanpa disertai surat dokter, izin kepentingan keluarga/pribadi dengan membuat surat izin seperti biasanya yang ditanda tangani oleh kabag dan personalia maka:

- izin 1 (satu) kali, premi hadir hilang dan ditambah potongan gaji penerimaan:

$$\frac{(GP + TT + TTT) \times 1}{30}$$

Keterangan : GP : Gaji pokok

TT : Tunjangan tetap

TTT : Tunjangan tidak tetap

- izin 2 (dua) kali =, premi hadir hilang dan ditambah potongan gaji penerimaan :

$$\frac{(GP + TT + TTT) \times 2}{30}$$

- izin 3 (tiga) kali premi hadir hilang. Gan ditambah potongan gaji penerimaan:

$$\frac{(GP + TT + TTT) \times 3}{30}$$

- vii. Alpha, tidak masuk tanpa keterangan dan tidak membuat surat izin seperti biasanya, maka :

- Alpha, 1 (satu) kali, premi hadir hilang/hangus dan ditambah potongan gaji penerimaan.

$$\frac{(GP + TT + TTT) \times 1}{30}$$

- Alpha 2 (dua) kali, premi hadir hilang/hangus dan ditambah potongan gaji penerimaan.



## ARTICLE 38 WAGE PAYMENT SYSTEM

$$\frac{GP + TT + TTT}{30} \times 2$$

- Alpha 3 (tiga) kali, premi hadir hilang/hangus dan ditambah potongan gaji penerimaan.

$$\frac{GP + TT + TTT}{30} \times 3$$

- Jika tidak masuk tanpa ada keterangan/pemberitahuan maka dianggap alpha
- Diliburkan perusahaan karyawan mendapat gaji penuh

viii. Pemotongan tidak sampai melampaui batas UMK Kabupaten Jombang

### PASAL 38

#### SISTEM PEMBAYARAN UPAH

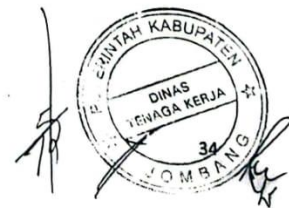
1. Penghitungan upah Pekerja dilakukan dari mulai tanggal 1 (satu) sampai dengan akhir bulan (tergantung dari tanggal kalender). Pembayaran pada tanggal 5 (lima) bulan berikutnya, apabila tanggal 5 (lima) bertepatan dengan hari Minggu atau hari libur resmi maka pembayaran dilaksanakan di hari berikutnya. Dalam keadaan tertentu dimana perusahaan tidak bisa melakukan pembayaran sebagaimana ketentuan dimaksud, maka akan diberitahukan kepada Pekerja sebelumnya.
2. Dalam hal tambahan lain-lain dan/atau potongan lain-lain tertera rincian secara jelas sesuai dengan peruntukannya.
3. Apabila terdapat kesalahan dalam penghitungan nilai pada slip gaji maka Pekerja maupun perusahaan berhak untuk melakukan revisi upah/gaji.
4. Pembayaran kekurangan jumlah upah yang direvisi diperhitungkan pada pembayaran upah bulan berikutnya.
5. Upah tidak dibayar apabila Pekerja tidak melakukan pekerjaan kecuali hal-hal yang telah diatur dalam Perjanjian Kerja Bersama atau perundang-undangan yang berlaku.

### PASAL 39

#### PEMOTONGAN UPAH

Pemotongan langsung terhadap upah Pekerja dapat dilakukan pengusaha berdasarkan peraturan perundangan yang berlaku, pemotongan tersebut adalah:

1. Iuran BPJS Ketenagakerjaan dan BPJS Kesehatan
2. Iuran anggota Serikat Pekerja/Buruh/Serikat Buruh (COS)



CS Dipindai dengan CamScanner

## ARTICLE 40 INCOME WAGE TAX

## ARTICLE 41 WAGE INCREASE

## ARTICLE 42 HOLIDAY ALLOWANCE

	<p style="text-align: center;"><b>PASAL 40</b> <b>PAJAKUPAH PENDAPATAN</b></p> <ol style="list-style-type: none"> <li>1. Pajak upah pendapatan (Income tax) ditanggung oleh Pekerja sesuai dengan peraturan perundangan yang berlaku.</li> <li>2. Perusahaan berkewajiban memberikan bukti pembayaran pajak yang ditanggung Pekerja sesuai dengan peraturan pemerintah.</li> </ol> <p style="text-align: center;"><b>PASAL 41</b> <b>KENAIKAN UPAH</b></p> <ol style="list-style-type: none"> <li>1. Perusahaan melaksanakan penyesuaian Upah berdasarkan perubahan Upah Minimum setiap tanggal 1 Januari sesuai dengan ketentuan yang ditetapkan oleh Pemerintah / Gubernur.</li> <li>2. Perusahaan menggunakan struktur dan skala upah untuk menyesuaikan Upah pekerja berdasarkan penilaian Tahunan.</li> <li>3. Penyesuaian upah/gaji untuk Pekerja yang upah/gajinya telah diatas upah minimum yang baru, dilakukan sesuai kebijaksanaan perusahaan dengan mempertimbangkan prestasi Pekerja.</li> </ol> <p style="text-align: center;"><b>PASAL 42</b> <b>TUNJANGAN HARI RAYA</b></p> <ol style="list-style-type: none"> <li>1. Tunjangan Hari Raya adalah tunjangan yang diberikan oleh perusahaan kepada Pekerja untuk merayakan hari raya/lebaran, diberikan dalam bentuk uang yang dibayarkan selambat-lambatnya 1 (satu) minggu (7 (tujuh) hari kalender sebelum hari raya/lebaran.</li> <li>2. Besarnya tunjangan yang diberikan kepada Pekerja diatur berdasarkan masa kerjanya sebagai berikut: Untuk Operator : <table border="1" data-bbox="555 992 1278 1093"> <thead> <tr> <th>Masa Kerja</th><th>Nilai Tunjangan Hari Raya</th></tr> </thead> <tbody> <tr> <td>Lebih dari 1 bulan kurang dari 1 tahun</td><td>Dihitung secara proporsional yaitu: (Masa Kerja/12) X Gaji Pokok</td></tr> <tr> <td>&gt; 1 tahun dan seterusnya</td><td>1 bulan upah</td></tr> </tbody> </table> </li> <li>2. Pekerja yang hubungan kerjanya berdasarkan perjanjian kerja waktu tidak tertentu dan mengalami pemutusan hubungan kerja terhitung sejak 30 (tigapuluh) hari sebelum Hari Raya Keagamaan, berhak atas THR Keagamaan.</li> </ol> <div data-bbox="1066 1218 1358 1429" style="text-align: right;"> </div> <p style="text-align: center;"><small>CS Dipindai dengan CamScanner</small></p> <p><i>"The articles above are clearly stated in detail in the joint work agreement."</i></p>	Masa Kerja	Nilai Tunjangan Hari Raya	Lebih dari 1 bulan kurang dari 1 tahun	Dihitung secara proporsional yaitu: (Masa Kerja/12) X Gaji Pokok	> 1 tahun dan seterusnya	1 bulan upah
Masa Kerja	Nilai Tunjangan Hari Raya						
Lebih dari 1 bulan kurang dari 1 tahun	Dihitung secara proporsional yaitu: (Masa Kerja/12) X Gaji Pokok						
> 1 tahun dan seterusnya	1 bulan upah						
<b>BAD PRACTICE</b>							

### 3. SOCIAL SECURITY

<b>BEST PRACTICE</b>	<p><b>ARTICLE 44 PARAGRAPHS 1 and 2</b> <b>BPJS EMPLOYMENT</b></p> <ol style="list-style-type: none"> <li>1. The implementation of the BPJS Employment program refers to the provisions of applicable laws and regulations.</li> <li>2. The scope of BPJS Employment includes: <ol style="list-style-type: none"> <li>a. work accident insurance or JKK</li> </ol> </li> </ol>
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- i. contributions are fully borne by the company
- ii. The contribution amount is 0.89% times the monthly wage or basic wage + fixed allowance
- iii. Handling of work accident services follows the trauma center mechanisms and facilities
- b. Old Age Security (JHT)
  - i. Contributions are borne by workers and the company
  - ii. Amount of contribution:
    - Workers / Laborers 2% x monthly wages (basic wage + fixed allowance)
    - Company 3.7% x monthly salary (basic salary + fixed allowance)
- c. Death Insurance
  - i. Contributions are fully borne by the Company
  - ii. The contribution amount is 0.3% x monthly salary (basic salary + fixed allowance)
- d. Pension Guarantee
  - i. Contributions are borne by workers and the company
  - ii. Amount of contribution:
    - Workers 1% x monthly wages (basic wage + fixed allowance)
    - Company 2% x monthly wages (basic wages + fixed allowances)

Note: The provisions regarding pension guarantee wage limits which are the basis for calculating wages follow the applicable implementing provisions.

- e. Job Loss Guarantee
  - i. Workers who experience termination of employment are entitled to job loss insurance.
  - ii. Job loss insurance is provided by the Employment Social Security Agency and the central government.
  - iii. Job loss insurance participants are everyone who has paid contributions
  - iv. The contributions referred to in paragraph II are paid by the central government.
  - v. The guarantee for loss of employment as referred to in paragraph 1 is given for a maximum of 6 months' wages.
  - vi. The benefits referred to in paragraph 1 are received by participants after having a certain period of participation.
  - vii. Further provisions regarding the procedures for administering job loss insurance are regulated in government regulations.

*"quite clear"*

#### **ARTICLE 45 paragraphs 1 to 3 BPJS HEALTH**

1. The implementation of the BPJS Health program refers to the provisions of applicable laws.
2. In accordance with Presidential Decree 111 of 2013 concerning amendments to Presidential Decree Number 12 of 2013 concerning health insurance, for BPJS Health contributions as of July 1, 2015, BPJS Health contributions will be 5% of monthly salary or wages with the following provisions:
  - A. 4% paid by the employer or company and
  - B. 1% is paid by participating workers or laborers

	<p>Those who support five core family members, husband and wife and children aged &lt; 21 years, each child aged &gt; 21 years still in college must include a certificate of college which is updated annually.</p> <p>3. For employees who are not registered with BPJS Kesehatan, the company will cover 7 million rupiah for 1 year.</p> <p><i>"quite clear"</i></p>
<b>BAD PRACTICE</b>	

#### 4. GENDER

<b>BEST PRACTICE</b>	<p><b>ARTICLE 25 Paragraphs 1 and 2</b> <b>MENSTRUATION REST</b></p> <ol style="list-style-type: none"> <li>1. Menstrual rest is a condition in which female workers who are menstruating feel pain so that they are not required to work on the first and second days of menstruation.</li> <li>2. Female workers who are menstruating and feel sick can send a certificate from a doctor or midwife from a community health center, clinic or hospital to the company.</li> </ol> <p><b>ARTICLE 26 Paragraphs 1 to 4</b> <b>MATERNITY LEAVE (MATERNITY) AND MISCARRIAGE</b></p> <ol style="list-style-type: none"> <li>1. Female workers are entitled to maternity leave for one and a half months before giving birth and one and a half months after giving birth</li> <li>2. Female workers who experience premature birth and are on maternity leave are entitled to 3 months of maternity leave from the date of giving birth.</li> <li>3. <b>If a worker deliberately takes leave rights too close to the birth period, the remaining leave rights remain one and a half months after giving birth</b></li> <li>4. Female workers are entitled to one and a half months of leave due to miscarriage, which can only be taken based on a certificate from the doctor or midwife treating her from a designated hospital.</li> </ol> <p><i>"Point 3 above is a good practice, because it indirectly forces pregnant female workers to rest and take care of their health."</i></p> <p><b>ARTICLE 47 Paragraphs 1 to 7</b> <b>PROTECTION OF PREGNANT WOMEN WORKERS</b> <b>AND SPECIAL FACILITIES FOR BREASTFEEDING</b></p> <ol style="list-style-type: none"> <li>1. Every pregnant female worker is required to report her pregnancy to the polyclinic to be examined by the company midwife and will be given a pregnant woman's form.</li> <li>2. Pregnant workers are not allowed to work shift 2 and shift 3</li> <li>3. Pregnant workers are not allowed to work overtime unless recommended by a company doctor (SOP attached)</li> <li>4. Pregnant workers are prohibited from working in areas that use chemicals, are exposed to noise exceeding 85 DB, are exposed to ultraviolet rays and are exposed to high frequencies.</li> <li>5. Pregnant workers are prohibited from working by lifting and carrying heavy loads up and down stairs or standing continuously.</li> </ol>
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	<p>6. The company provides sufficient time for female workers who are breastfeeding their children to breastfeed or express breast milk (Law 13 2003 Article 83)</p> <p>7. The company provides a lactation corner in the form of a safe and comfortable room and complete facilities in the polyclinic.</p> <p><i>"quite clear"</i></p>
<b>BAD PRACTICE</b>	<i>"There has been no inclusion of other women's protection rights such as protection against violence and harassment in the workplace, etc."</i>

## 5. OCCUPATIONAL HEALTH AND SAFETY

<b>BEST PRACTICE</b>	<p><b>ARTICLE 48 Paragraphs 1 to 17</b> <b>OCCUPATIONAL HEALTH AND SAFETY</b></p> <p>1. For occupational safety and health, the Company provides the necessary facilities to prevent work accidents and maintain the health of workers in the Company.</p> <p>7. Companies are required to provide work safety equipment such as protective glasses, masks, ear plugs, gloves, etc.</p> <p>8. The company is required to provide safety equipment and personal protective equipment for occupational safety and health as determined, for example aprons, masks and safety shoes.</p> <p>9. Workers are obliged to use personal protective equipment in designated places.</p> <p>12. In areas at risk to health, the company is required to provide 1 can of milk for 1 month.</p> <p><b>ARTICLE 49 Paragraph 1</b> <b>THINGS THAT MUST BE OBEYED</b></p> <p>1. Companies can take necessary actions to prevent work accidents for the safety of workers.</p> <p><b>ARTICLE 50 Paragraphs 1 to 3</b> <b>WORKPLACE ACCIDENT PREVENTION</b></p> <p>1. Workers are required to obey the instructions given by their superiors or by parties who have duties and authority in terms of developing occupational safety and health.</p> <p>2. If necessary, workers are required to take part in accident prevention and fire fighting training or company training.</p> <p>3. When a fire or work accident occurs, workers must take appropriate and correct action and immediately report it to their superiors.</p> <p><i>"Prevention and simulation are important, because they can prevent unwanted things, therefore the Company is required to take preventive measures"</i></p>
<b>BAD PRACTICE</b>	

## 6. OTHER

<b>BEST PRACTICE</b>	<b>ARTICLE 3 Paragraphs 1 and 2</b>
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## THE PARTIES THAT MADE THE AGREEMENT

1. PT PEI HAI INTERNATIONAL WIRATAMA INDONESIA, domiciled at Jl Raya Mojoagung Km 71 Surabaya – Peterongan Jombang with notarial deed number 8, dated April 9, 1994 and domiciled at Dsn Gerih Ds Janti Kec. Jogoroto Regency Jombang represented by:
  - a. Dartik Hosman as team leader
  - b. Moelyono as team secretary
  - c. Pi Chun Chan as a team member
  - d. Yusniati as a team member
  - e. Linda Kurnia as a team member
  - f. Ismanu Hadi as a team member
  - g. Suci Nur Laili as a team member
  - h. Melatle Ika Putri as a team member
  - i. Meta Chandra R as Team Member
  - j. Eka Ningsih Heri Suswati as a member of the teamHereinafter referred to as the BUSINESS PARTY
2. Workers Union/Labor Union (38/PKBSI, D.19.102/OFT/10/XII/IX/20060 registered at the Jombang Regency Manpower Office located at Jl Raya Mojoagung Km 71 Surabaya Jombang and in Dsn. Gerih Ds Janti Kec. Jogoroto Jombang represented by:
  - a. Gandung Sugianto as team leader
  - b. Adip SUGiarto as deputy team leader
  - c. Suparti as team secretary
  - d. Teuku Hanafi as a team member
  - e. Dian Astriani as a team member
  - f. Siti Aminah as a team member
  - g. Alifah as a team member
  - h. Anang Dwi Santoso as a team member
  - i. Aris Lutfi Komar as a team member
  - j. Ribut Budiono as a team member
  - k. Dian Praseria Hadi as a team memberHereinafter referred to as TRADE UNIONS/LABOR UNIONS

*"This PKB mentions the parties and the names of the negotiators."*

## ARTICLE 13 Paragraphs 1 to 5 FOREIGN WORKERS

1. Employers employ foreign workers by having written permission from the relevant agency or appointed official.
2. Employers employ foreign workers in employment relationships for certain positions and for certain periods of time in accordance with applicable laws and government regulations.
3. Employers will appoint Indonesian citizen workers as companions for the foreign workers they employ.
4. Employers will provide explanatory education and counseling for foreign workers working in companies related to socio-cultural and industrial relations systems in Indonesia.
5. Foreign workers working at PT PEI HAI International Wiratama Indonesia must be able to work together well and harmoniously, be role models and provide good examples for other workers, and be subject to and comply with collective work agreements and other laws and regulations in force in Indonesia.

	<p><i>"This PKB mentions provisions for Foreign Workers, this is a good practice because PT PEI HAI International Wiratama Indonesia is a multinational corporate company."</i></p> <p><b>ARTICLE 46 Paragraphs 1. 2 and 3 MEDICAL CHECK UP</b></p> <ol style="list-style-type: none"> <li>1. The company holds medical check-ups for all workers at least once a year for all workers</li> <li>2. The technical implementation of medical check-ups is regulated by the company.</li> <li>3. All workers are required to take part in the general check-up held by the Company.</li> </ol> <p><i>"From this article, we assess that the Company really cares about the health of its workers."</i></p>
<b>BAD PRACTICE</b>	<p><b>ARTICLE 12 Paragraph 1 EMPLOYMENT RELATIONSHIP THROUGH OUTSOURCING COMPANIES</b></p> <ol style="list-style-type: none"> <li>1. The Company may cooperate with a third party (outsourcing company) to assist the Company in running the Company while still paying attention to applicable laws and regulations.</li> </ol> <p><i>"The company is still trying to transfer work to other parties, although workers' rights are considered according to applicable laws, it will be safer and more comfortable if workers are permanent employees."</i></p> <p><b>ARTICLE 45 Paragraph 3 BPJS HEALTH</b></p> <ol style="list-style-type: none"> <li>3. For employees who are not registered with BPJS Kesehatan, the Company will cover the treatment cost of Rp. 7,000,000 (seven million rupiah) for 1 year.</li> </ol> <p><i>"This article is considered detrimental to workers, because if a worker is sick with treatment costs of more than Rp. 7,000,000 (for example, surgery) then the worker must pay for it themselves."</i></p>