



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



<b>COMPANY NAME</b>	<b>: PT. SAMAWOOD MAIN WORKS INDUSTRIES</b>
<b>ADDRESS</b>	<b>: JL. SEI BLUMA HILIR NO.17 KM.16 TANJUNG MORAWA</b>
<b>SECTOR</b>	<b>: CHEMICAL INDUSTRY / MANUFACTURING</b>
<b>NUMBER OF WORKERS</b>	<b>: 325 PEOPLE</b>
<b>NUMBER OF MEMBERS</b>	<b>: 85 PEOPLE</b>
<b>PKB VALIDITY PERIOD</b>	<b>: 02/02/2024 to 02/02/2025</b>
<b>CLUSTER</b>	<b>: MULTI NATIONAL COORPORATE</b>
<b>SP SB WHO NEGOTIATE</b>	<b>: FSB KIKES KSBSI – SPSI – SBMI – SBMI INDEPENDENCE</b>

**COMPANY PROFILE :**

PT. SAMAWOOD UTAMA WORKS INDUSTRIES is a company engaged in manufacturing, especially wood trading, both import and export.

**1. FREEDOM OF ASSOCIATION**

<b>BEST PRACTICE</b>	<p><b>CHAPTER II ARTICLE 7 "COMPANY RECOGNITION"</b></p> <ol style="list-style-type: none"> <li>1. The company acknowledges that the workers' union is a legitimate organization that represents, acts for and on behalf of members (workers) who have an employment relationship with the company in employment matters.</li> <li>2. The company acknowledges that being a member of a trade union/labor union is the right of all workers/laborers without distinction of class, position, religion and ethnicity.</li> <li>3. The company acknowledges that the workers' union has full authority to regulate the organization and its members in accordance with applicable provisions and laws and does not hinder the activities of workers' organizations.</li> </ol> <p><b>CHAPTER II ARTICLE "TRADE UNION FACILITIES"</b></p> <ol style="list-style-type: none"> <li>1. The company provides a notice board/bulletin board for workers' unions/laborers to post announcements regarding union/laborers' organizational activities with the provision that posting/pamphlets/announcements/bulletins and so on must have the Company's permission first, one thing and another to avoid negative things.</li> <li>2. The company provides/lends space for the secretariat office of the workers' union to carry out organizational tasks.</li> <li>3. With the permission of the employer, the workers' union may use the room and the equipment used for the purposes of management meetings or member meetings, either during working hours or outside working hours, as long as the activity does not disrupt production and public order.</li> <li>4. Employers can make deductions from workers'/laborers' salaries as membership fees for workers'/laborers' unions based on the power of attorney from the workers/laborers in accordance with the applicable provisions/regulations (Minister of Manpower</li> </ol>
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	<p>Regulation Number 04/1996 concerning Contribution Deductions/ (check of system) to be submitted to the workers/laborers' union.</p> <ol style="list-style-type: none"> <li>5. The company grants permission to leave work with full payment of wages to the employer, in the following cases: <ol style="list-style-type: none"> <li>a. A maximum of 2 (two) people for two days a month to the workers' union functionaries to take care of organizational needs by submitting a written request for permission to the Company 3 (three) days in advance.</li> <li>b. A maximum of 2 (two) workers union functionaries for a maximum of six days in a year to attend a congress/conference held in North Sumatra by submitting a written application to the Company 7 (seven) days in advance and the application of congress/conference participants must be proven by an invitation. In the case of a congress/conference held outside North Sumatra, the length of the permit will be considered.</li> <li>c. Functionaries/members of trade unions/laborers to fulfill official government summons. Which are related to employment issues by notifying in advance with an official letter.</li> <li>d. Trade union functionaries/laborers who are invited to take part in employment/labor education as evidenced by the existence of a written statement</li> </ol> </li> </ol> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	

## 2. WAGES

<b>BEST PRACTICE</b>	<p><b>CHAPTER VI</b></p> <p><b>ARTICLE 22 "WAGE SYSTEM"</b></p> <p>Basically, the company will always pay attention to a healthy wage ratio and adjust it to the company's conditions and other considerations regionally, sectorally and nationally, so the wage system is as follows:</p> <ol style="list-style-type: none"> <li>1. The company will provide decent wages to workers/laborers according to their position, achievements and working conditions as well as the company's capabilities, with the provision that the minimum wage provided may not be below the provisions of the Sectoral Minimum Wage applicable in Deli Serdang Regency.</li> <li>2. Wages are not paid if workers do not perform full work within the agreed working hours</li> <li>3. The time of payment of wages is determined as follows: <ol style="list-style-type: none"> <li>3.1. For permanent monthly workers, payments are made once a month, namely at the end of the month.</li> <li>3.2. For other permanent workers, wage payments are made twice a month, namely on the 15th and at the end of the month.</li> </ol> </li> <li>4. If the due date for payment of wages is on a holiday, then payment of wages is accelerated one day earlier.</li> <li>5. If wage payments are late from the provisions stated above, the company will be subject to a fine in accordance with the provisions of Law Number 13 of 2003, unless previously agreed by the Company with the Workers' Union/Labor Union.</li> </ol> <p><i>"Quite clear"</i></p> <p><b>ARTICLE 23</b></p>
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	<p><b>'ALLOWANCE COMPONENTS'</b></p> <ol style="list-style-type: none"> <li>1. Positional allowance Workers/laborers who hold positions and are appointed based on a Company Decree are given a position allowance. The amount of the position allowance is determined by the Company according to the level/level of the position. Payment of the position allowance is combined with the payment of the end of month wages.</li> <li>2. Length of Service Allowance To appreciate the length of service of workers/laborers, the Company provides a length of service allowance. The amount of the length of service allowance is conveyed with the Company's ability and is determined based on the length of service (length of service0 and according to the Level/level of position, the validity of the length of service allowance begins every January 1, after the worker/laborer has a length of service of 1 (one) year. And the amount of the length of service allowance is Rp. 250,-/year/day</li> </ol> <p><b>ARTICLE 25</b> <b>'PREMIUM/STIMULANT'</b></p> <ol style="list-style-type: none"> <li>1. The premium is not included in the wage component, but is a work incentive that is not fixed in nature and is in the form of additional payments outside the sectoral minimum wage of Deli Serdang Regency. The authority to determine this premium is entirely left to the Company's management policy.</li> <li>2. Performance bonuses are given based on: achievements and good work productivity of the worker/laborer concerned, and are adjusted to the nature and type of work itself.</li> <li>3. Incentive cash premiums, the determination of which will be carried out by taking into account the Company's capabilities, then holding a discussion between the Company and the workers' union and payment separately, not at the same time as payment of salaries/wages.</li> </ol> <p><b>CHAPTER XII</b> <b>ARTICLE 57</b> <b>"HOLIDAY ASSISTANCE"</b></p> <ol style="list-style-type: none"> <li>1. In addition to providing Religious Holiday Allowances (THR) in accordance with the Minister of Manpower Regulation No. PER-04/MEN/1994, Employers provide Eid Assistance as has been in effect until now and is implemented within the limits of the Company's capabilities.</li> <li>2. The amount of Eid Assistance will be fully regulated by the Employer and will be based on the achievements, conduct, length of service of the Worker/Laborer and the Company's capabilities at that time, namely: basic assistance of IDR 90,000/person and additional length of service of IDR 20,000/year of service.</li> <li>3. Payment of Raya Assistance, for those who are entitled to it, is paid simultaneously with the provision of the Religious Day Allowance (THR) in accordance with Article 23 paragraph 3 of this PKB</li> </ol> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	
<b>3. SOCIAL SECURITY</b>	
<b>BEST PRACTICE</b>	<p><b>CHAPTER XI ARTICLE 51</b> <b>"EMPLOYMENT SOCIAL SECURITY INSURANCE"</b></p>

	<ol style="list-style-type: none"> <li>1. To guarantee and ensure protection for Workers/Laborers in accordance with Law Number 3 of 1992 in conjunction with Number 14 of 1993, all Workers/Laborers are registered as participants in the Employment Social Security Insurance (BPJS Ketenagakerjaan) formerly PT. Jamsostek (Persero) which includes the following programs: <ol style="list-style-type: none"> <li>a. Work accident insurance (JKK) premium payments are fully covered by the company</li> <li>b. Death Guarantee (JKM) payments (premiums) are fully borne by the company.</li> <li>c. Old Age Security (JHT) contribution (premium) payments are charged to: <ol style="list-style-type: none"> <li>c.1. Company 3.7% of wages</li> <li>c.2. Workers/Laborers 2% of wages</li> </ol> </li> </ol> </li> <li>2. BPJS-Health premium payments are charged to <ol style="list-style-type: none"> <li>a. Company 4% of wages</li> <li>b. Workers/laborers 1% of wages</li> </ol> </li> <li>3. Payment of contributions (premiums) is carried out by the company every month.</li> <li>4. The procedures for use, utilization and conditions are determined, regulated and implemented by BPJS - Employment formerly PT. Jamsostek (Persero) and BPJS-Health.</li> </ol> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	

#### 4. GENDER

<b>BEST PRACTICE</b>	<p><b>CHAPTER V ARTICLE 20 'MENSTRUATION LEAVE'</b></p> <ol style="list-style-type: none"> <li>1. Female workers/laborers are not required to work on the first and second days of menstruation, if the person concerned feels sick by notifying the personnel department and paying full wages.</li> <li>2. Female workers menstruate on the first working day and the second day happens to be a holiday/main day, then menstrual leave on the second day is not counted as wages paid by the Company.</li> <li>3. If a female worker/laborer takes irregular menstrual leave for three consecutive months, the person concerned must submit a doctor's certificate from a health center/clinic.</li> <li>4. If it turns out that there is an element of misuse, the person concerned may be subject to sanctions for violating the Company's disciplinary and regulatory regulations.</li> </ol> <p><b>CHAPTER V ARTICLE 21 PREGNANCY LEAVE/MISScarriage</b></p> <ol style="list-style-type: none"> <li>1. Female Workers/Labourers have the right to maternity leave 1 1/2(one and a half) months after giving birth and 1 (one and a half) months after giving birth or miscarriage based on a Certificate from the Doctor/Midwife who treated her and her wages are paid in full. 1/2</li> </ol>
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	<p>2. Applications for maternity leave are submitted to the Company based on a Doctor's/Midwife's certificate which is presented before the leave is undertaken.</p> <p>3. Female workers/laborers who do not come to work for 5 (five) consecutive working days without a valid written reason after the maternity/miscarriage leave period ends and have been called by the Company, are deemed to have resigned.</p> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	

## 5. OCCUPATIONAL HEALTH AND SAFETY

<b>BEST PRACTICE</b>	<p><b>CHAPTER XI</b></p> <p><b>ARTICLE 49 "WORK SAFETY"</b></p> <p>1. To maintain occupational safety, the company provides occupational safety protective equipment and a healthy work environment. In this regard. The Occupational Safety and Health Development Committee (P2K3) and the Workers' Union/Labor Union make Occupational Safety Regulations in a separate form based on applicable laws.</p> <p>2. Workers/Labourers are required to wear work safety protective equipment in accordance with the nature of their respective work and are required to comply with work safety regulations and requirements outlined in work safety regulations.</p> <p>3. Workers/Laborers are required to maintain work safety equipment provided by the company.</p> <p><b>ARTICLE 50 "OCCUPATIONAL HEALTH"</b></p> <p>1. Employers and Trade Unions/Labor Unions will always strive to maintain 1. a clean and tidy environment to create a healthy work environment.</p> <p>2. To maintain the health of workers/laborers, the Company provides health protection equipment (masks, ear plugs in certain areas) as well as cleaning equipment/facilities and first aid kits.</p> <p>3. Workers/Laborers are required to wear and maintain occupational health equipment provided by the company.</p> <p>4. Workers/Laborers are required to dispose of waste properly in the places provided by the company.</p> <p>5. It is forbidden to urinate/defecate in the work environment other than in the toilet.</p> <p>6. Smoking in prohibited places</p> <p>7. Implement the provisions set by p2K3</p> <p>8. Treatment/medical care for Workers/Laborers is carried out in accordance with CHAPTER XI (Articles 52,53,54) of this Joint Work Agreement.</p> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	

## 6. OTHER

<b>BEST PRACTICE</b>	<p><b>CHAPTER VI ARTICLE 24</b></p> <p><b>"FAMILY ALLOWANCE"</b></p> <p>a. Payment is made at the end of the month together with wages</p>
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- b. Child allowance. Maximum for three children given from birth until the age of 18 years, not yet working and not yet married, based on the date of birth registered with the Company.
- c. The amount of family allowance is as follows:
  - Wife/husband: Rp. 20,000,-/month
  - One child: Rp. 10,000,-/month

#### **ARTICLE 45**

##### **TERMINATION OF EMPLOYMENT DUE TO DEATH**

In this case, if the worker/laborer dies, the Company will provide compensation to the legitimate heirs of the worker/laborer. The amount of compensation based on Law No. 13 of 2003, article 166, is in accordance with the wage scale for the year of employment of 2 (two) times the severance pay plus 1 (one) time the length of service award and plus 15% of the amount of severance pay and length of service award (article 156 paragraph 2,3 and 4 of Law No. 13/2003)

#### **CHAPTER XIII ARTICLE 54**

##### **"FOOD AND TRANSPORT MONEY ASSISTANCE"**

**The company provides food assistance and transportation assistance of IDR 17,500 (seventeen thousand rupiah) per day, with the following provisions:**

1. Given if you have fulfilled the total of 7 (seven) working hours per day (i.e. Monday to Friday) and the total of 5 (five) working hours per day (on Saturday)
2. Given if the Worker has worked for 4 (four) hours and the person concerned goes home/leaves work because of an important call and has received permission from his/her superior (head of section/head of division) and is reported to the Personnel Section by showing evidence of a valid reason unless an urgent situation can be shown, then the wages are calculated at half (half of the wages)
3. Not given if:
  - a. Not fulfilling or less than the number of 7 (seven) working hours per day, namely (weekdays to Fridays) and less than the number of 5 (five) working hours per day (on Saturdays) except as referred to in paragraph 2 above.
  - b. Currently on leave (menstruation, pregnancy/childbirth, annual and mass), public holidays, sick leave and paid leave from work (Government Regulation No. 8 of 1981 Law No. 13 of 2003 Article 93 paragraph 4 or Article 35 of this PKB).
4. This food and transportation money assistance is provided once a month, that is, the payment is combined with the end-of-month wage payment.

*"Quite clear"*

#### **CHAPTER XIII ARTICLE 55 PARAGRAPH 3**

##### **"ACCIDENT HELP"**

1. If a Worker/Laborer dies not due to a work accident, BPJS Ketenagakerjaan formerly PT. JAMSOSTEK (Persero) will provide Death Insurance in accordance with the provisions of Article 22 of Government Regulation No. 14 of 1993.
2. Based on article 45 of the PKB, the company will provide condolence money of IDR 1,500,000 to the heirs concerned.

	<p>3. If a Worker/Laborer's family dies, the Company will provide the following assistance:</p> <ul style="list-style-type: none"> <li>a. Wife/husband of Worker/Laborer Rp. 1,000,000,-</li> <li>b. Children of Workers/Laborers Rp. 750,000,-</li> <li>c. Parents (father, mother, in-laws) of workers/laborers As much as Rp. 500,000,-</li> </ul> <p>Each incident is proven by a certificate which is valid with the provision that if the parents of Workers/Laborers who are brothers (PT. Samawood) died world, then only 1 person is entitled to receive this assistance (one) worker/laborer only</p> <p>4. The assistance in paragraphs 2 and 3 above will be realized no later than one week after the valid Certificate in paragraph 3 is received by the Personnel Section.</p> <p><b>CHAPTER XIV ARTICLE 60</b> <b>"AWARD"</b></p> <p>1. To every Worker/Laborer who has worked continuously or has worked for 10 (ten) years, 20 (twenty) years, and 25 (twenty five) years. The Employer will provide a Letter of Appreciation/Charter and/or a souvenir for devotion, honesty, skill, and discipline without a Warning Letter (SP). If a worker/laborer is found to have received SP-1 and SP-2, then the awarding of the Letter of Appreciation/Charter will be postponed until the next awarding and to workers/laborers who receive SP-3, no Letter of Appreciation/Charter will be given.</p> <p>2. To determine the work period based on the start date of work according to the Company Master List.</p> <p>3. The award presentation will be attempted or implemented when the company holds its Annual Thanksgiving Event every year, and has been implemented up to now.</p> <p><i>"Quite clear"</i></p>
<b>BAD PRACTICE</b>	