

ARE COLLECTIVE AGREEMENTS IN CAMBODIA, INDONESIA, PAKISTAN AND VIETNAM GUARANTEEING DECENT WORKING CONDITIONS? ANALYSIS AND COMPARISON FROM THE WAGEINDICATOR DATABASE

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Abstract

In Asia, as well as all over the rest of the world, the lives of millions are affected by their working conditions.

The responsibility to provide decent working provisions concerns - among other actors - the governments: ratifying ILO conventions is the first step a country can take in this regard, followed by enacting suitable legal regulations and enforcing those effectively.

However, national labour law is often not sufficient, either because it doesn't cover all of the issues affecting workers, or because it is too general. The role of collective bargaining could then be crucial to improve the effect of the labour law, by giving better provisions, tackling the issues in a more detailed way, and adapting the regulations for the workers of a specific sector or company. But is this really happening? Are collective agreements (CBAs) in South and Southeast Asia improving the provisions of national regulations? Where is this tool being used in the most effective way in this area?

This paper strives to answer these questions, focusing in particular on the capability of collective bargaining in guaranteeing decent working conditions in one South Asian country – Pakistan – and in three Southeast Asian countries – Cambodia, Indonesia and Vietnam. The analysis covers the content of 215 recent collective agreements (mostly signed between 2009 and 2015) coming from Pakistan (82 CBAs), Cambodia (6 CBAs), Vietnam (5 CBAs) and Indonesia (122 CBAs). These agreements have been collected by the WageIndicator Foundation and are coded in the WageIndicator Collective Agreements Database.

Keywords: Collective agreements, Collective Agreements Database, labour law, labour conditions, Pakistan, Indonesia, Vietnam, Cambodia

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1. Introduction	5
1.1 What is a collective agreement?	5
1.2 Methods: the WageIndicator Collective Agreements Database	5
2. The collective agreements analysed in this paper	7
3. Which topics are addressed in Indonesian collective agreements?	11
3.1 Social security and pensions	11
3.2 Training / apprenticeship	12
3.3 Individual employment contracts / job security	12
3.4 Sickness and disability	13
3.5 Health and medical assistance	16
3.6 Work-life balance arrangements	17
3.7 Equality and/or violence in the workplace	19
3.8 Wages	20
3.9 Working hours, schedules, holidays and days of leave	23
4. Which topics are addressed in Pakistani collective agreements?	25
4.1 Social security and pensions	25
4.2 Training / apprenticeship	26
4.3 Individual employment contracts / job security	26
4.4 Sickness and disability	26
4.5 Health and medical assistance	27
4.6 Work-life balance arrangements	27
4.7 Equality and/or violence in the workplace	28
4.8 Wages	29
4.9 Working hours, schedules, holidays and days of leave	31
5. Which topics are addressed in Cambodian collective agreements?	32
5.1 Social security and pensions	32
5.2 Training / apprenticeship	33
5.3 Individual employment contracts / job security	33
5.4 Sickness and disability	33
5.5 Health and medical assistance	34
5.6 Work-life balance arrangements	34

5.7 Equality and/or violence in the workplace	36
5.8 Wages	36
5.9 Working hours, schedules, holidays and days of leave	38
6. Which topics are addressed in Vietnamese collective agreements?	40
6.1 Social security and pensions	40
6.2 Training / apprenticeship	41
6.3 Individual employment contracts / job security	41
6.4 Sickness and disability	41
6.5 Health and medical assistance	42
6.6 Work-life balance arrangements	42
6.7 Equality and/or violence in the workplace	43
6.8 Wages	44
6.9 Working hours, schedules, holidays and days of leave	45
7. Conclusions	47
8. How can these data improve the lives and wages of workers?	51
Literature	52
Appendix: The WageIndicator Collective Agreements Database coding scheme	53

1. Introduction

1.1 What is a collective agreement?

When independent unions and employers (or employers' organizations) negotiate terms and conditions of employment and relations between the parties, the process is called 'collective bargaining.' The written document resulting from this negotiation is a collective bargaining agreement (CBA). Collective agreements can be signed at company level (by one single company or multiple companies), or at sectoral level, or even at inter-professional level, thus covering all the workers in a country.

The right to collective bargaining is one of the fundamental labour rights and ILO has provided for it since 1948 with the Freedom of Association and Protection of the Right to Organise Convention (No. 87) and 1949, with the Right to Organize and Collective Bargaining Convention (No.98). ILO addresses the topic also in the Collective Bargaining Convention, 1981 (No.154) and the accompanying Recommendation (No.163).

The importance of collective agreements is agreed upon at global level, but only a few countries in the world keep a database of the provisions agreed in these agreements. And even in those cases – e.g. in the UK, New Zealand, Brazil – the databases are not comparable across countries. This paper makes a first attempt to collect and code CBAs on a global scale: the WageIndicator Collective Agreements Database.

1.2 Methods: the WageIndicator Collective Agreements Database

This paper analyses the content of collective agreements; hence the agreement is the unit of analysis. The data used in this paper come from the Collective Agreements Database of the WageIndicator Foundation. The Foundation operates national websites with labour-related content for the public at large in 92 countries in all continents, receiving 35 million web-visitors in 2017. Each website is in the national language(s), and consists of three pillars, namely I) wages, II) labour law and collective agreements, and III) career and training. The Foundation was established in 2003, with the University of Amsterdam and the Dutch Confederation of Trade Unions (FNV) in its Board of Overseers.

As a part of Development Aid projects with social partners in the global south, in December 2012 WageIndicator started gathering collective agreements aiming to publish the full text on its websites. The idea was to improve working conditions and reach living wages by

increasing the circulation and thus the use of collective agreements. In all participating countries, the social partners expressed a strong interest in publishing their CBAs, considering this as an effective and economical means of communicating the results of their bargaining efforts to their constituency and to a wider audience. These partners send the texts of their agreements to WageIndicator. Over the past five years, the team (Ernest Ngeh Tingum and Arcade Ndoricimpa from the University of Dar Es Salaam – Tanzania, Nadia Pralitasari, Gabriele Medas and Daniela Ceccon from WageIndicator, with the help of the researchers of the University of Amsterdam, collected and analysed around 900 collective agreements from Africa, Europe, Latin America, Indonesia and three more South Asian countries (Pakistan, Vietnam and Cambodia).

For each and every CBA, the team responded to a series of questions related to twelve topics: General CBA data, Job titles, Social security and pensions, Training, Employment contracts, Sickness and disability, Health and medical assistance, Work/family balance arrangements, Gender equality issues, Wages, Working hours and Coverage. For each question, the appropriate piece of text is found and stored in the database in a process also known as “text annotation”.

The database’s coding scheme consists of 749 variables in total. Screenshots of the coding scheme can be found in the appendix. This paper is based upon this database.

2. The collective agreements analysed in this paper

The current paper analyses the content of 215 collective agreements from four Asian countries: Indonesia (122 CBAs), Pakistan (82), Cambodia (6) and Vietnam (5). The analysed agreements are mostly from the private sector (207) and signed with one company (208). Among them, there are three multi-company agreements (two from Indonesia and one from Cambodia), which are signed by more than one company and can be considered sectoral agreements. The sectoral agreements signed with employers' associations are four in total: two from Indonesia and two from Vietnam.

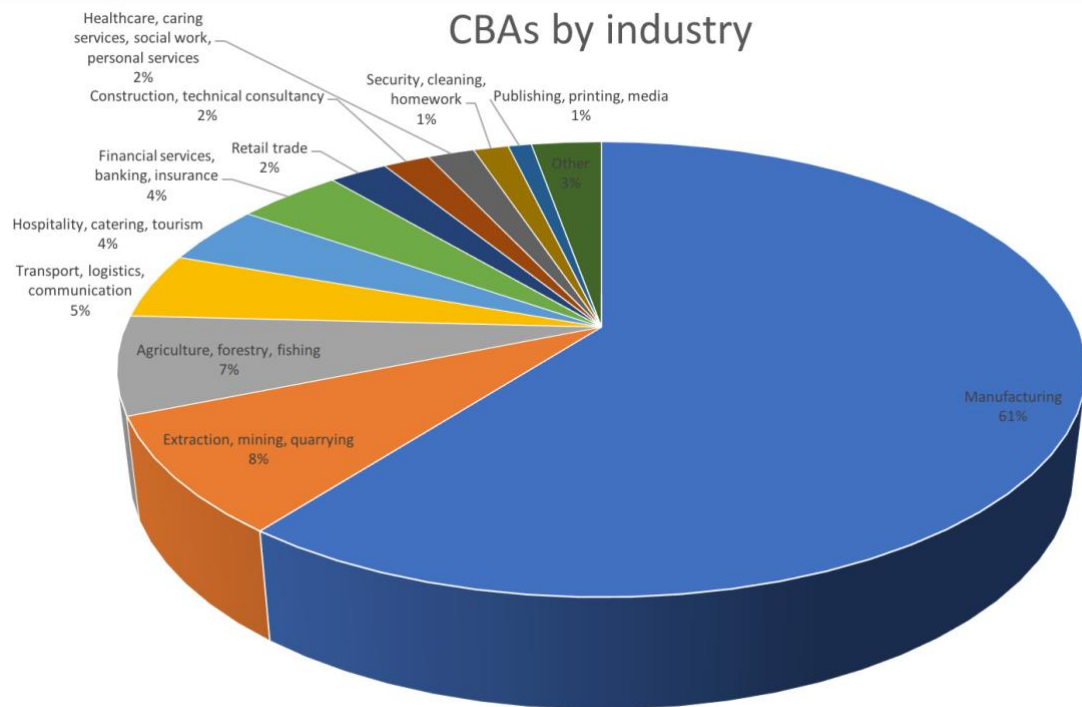
The WageIndicator team ensures that the database includes almost all collective agreements in Indonesia, whereas in other countries more agreements are still to be collected and annotated. Some countries are less present in the database because they have less collective agreements in force, while in other cases the collection work is still going on. Because of this and given the difficulty in finding and collecting the CBAs – especially in the first stages of the relationship with the social partners, the database cannot contain a uniform sample of collective agreements from different parts of the world, nor cover different sectors equally. Also, sometimes the social partners are not aware of the number of agreements signed in the country. The database then becomes a useful tool for them to keep track of the quantity and quality of one of the main 'products' of their work.

The vast majority (207) of the analysed collective agreements cover the private sector, while only 8 cover the public sector.

Graph 1 shows the distribution of the 215 collective agreements in eleven main sectors of activity.

Manufacturing is the most frequently encountered industry, with 61% of collective agreements. Far behind, there are 8% of CBAs from extraction, mining and quarrying and 7% from agriculture, forestry and fishing. Around 5% of collective agreements are from transport, logistics and communication, while there are around 4% each from hospitality/tourism and financial services. All other sectors represent each 2% or less of the total number of the analysed CBAs and cover altogether around 11% of the total.

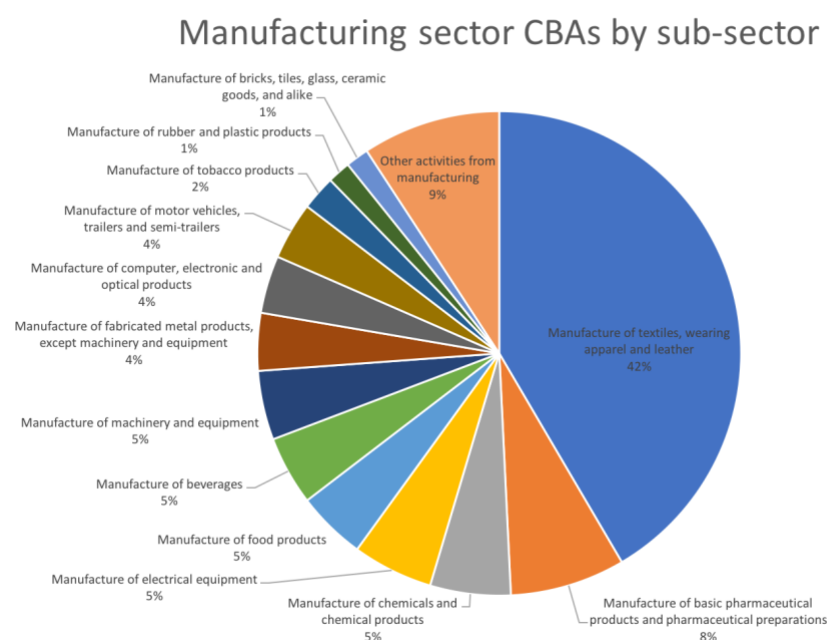
Graph 1



The 130 collective agreements from the manufacturing sector can be split into 13 groups, according to the sub-sector they apply to, as shown in Graph 2.

The most represented sub-sectors in manufacture are wearing apparel, textile and leather, which cover altogether 42% of the agreements from manufacture, followed by pharmaceutical products (8%), chemicals (5%), electrical equipment (5%), food (5%), beverages (5%), machinery (5%). Other sub sectors cover each 4% or less of the total CBAs in manufacturing sector and represent altogether 25% of the total.

Graph 2



The paper takes into account also the level of bargaining, which is essential in terms of coverage and impact of a collective agreement in a country.

Table 2 - Overview CBAs by level of bargaining

LEVEL OF BARGAINING	Number of CBAs
Sectoral (Signed by one or more employers' associations)	4
Multi-company (Signed by multiple employers)	3
Single company (Signed by one employer)	208

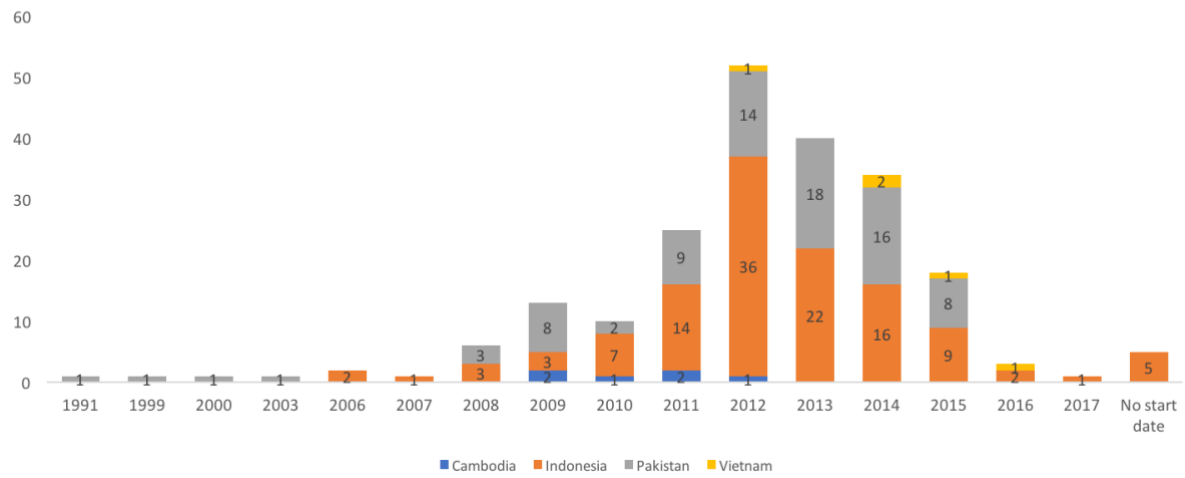
Source: WageIndicator CBA database, accessed 1/7/2018

As shown in Table 2, most CBAs in the system (211) are company/enterprise level collective agreements (208 signed with a single employer and three signed with multiple employers), but there are also four sectoral CBAs, i.e. CBAs signed with one or more employers' associations.

Graph 3 shows the number of agreements per country divided by starting year. Most of the agreements analysed in this paper were signed between 2011 and 2015.

Graph 3

Number of CBAs per country and starting year

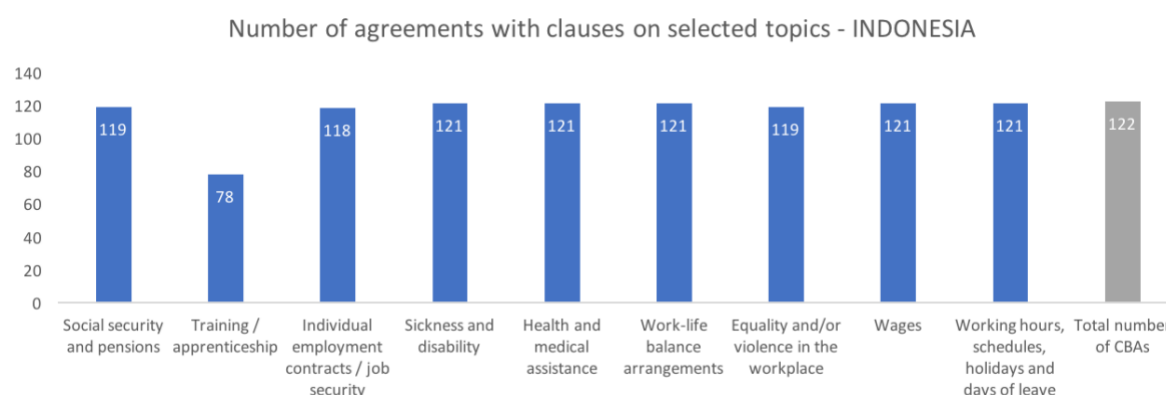


3. Which topics are addressed in Indonesian collective agreements?

The analysis that follows is particularly relevant for the manufacturing and agriculture, forestry and fishing sectors in Indonesia, because these are the most covered sectors by the analysed agreements (around 61% and 10% respectively).

Graph 4 gives an overview of the number of Indonesian agreements containing at least one clause about each of the main topics analysed in this paper:

Graph 4: Occurrence of the main topics in Indonesian agreements



The data shown in the graph are quite general. As a matter of fact, they show the percentage of agreements providing at least one clause about each of the main topics, but this does not mean that the topic is then developed in detail in the agreement, or that the provisions are particularly good. However, the graph gives an impression of what can and can't be found in Indonesian CBAs.

Nearly all of them contain a clause about the relevant topics, with the exception of training: only around two thirds of the CBAs contain such clauses.

The provisions about each topic are analysed in detail in the following paragraphs.

3.1 Social security and pensions

In the database, all Indonesian agreements except three contain one or more clauses about social security and pensions.

As the labour law provides that the employer has to pay social security contribution, most agreements (93%) contain one article stating that the employer has to follow the national regulations about pension funding (and thus that the employer has to pay contributions). As to disability fund, the provision is also present in 93% of the analysed agreements. However,

most of them just mention a general duty of the employer to insure the workers and to cover expenses in case of disability of the worker. By doing this, the agreements comply with the labour law, which is also very general in providing for a benefit in case of disability. In some CBAs (around 30% of those providing for a disability fund), the related article provides for the percentages of contribution from workers and employers. There are only a couple of agreements providing for the amount of money that the worker would actually get in different situations.

3.2 Training / apprenticeship

Two thirds of the analysed Indonesian agreements contain at least one clause about training and/or apprenticeship. Although training is mentioned several times in the labour law as a general right, there is no clear duty for companies to provide work training to their employees. Clauses about training can refer to training programs for the employees, to a training fund partly or totally paid by the employer, and/or to apprenticeships. Training programs for the employees are offered by 60% of the CBAs, mostly coming from the manufacture (and textile sector in particular), agriculture and mining sector.

Data show that companies prefer to train their employees themselves, internally, instead of putting money into a training fund, which gives the workers more freedom in training. Only 8% of the agreements provide for a training fund paid by the employer. These agreements come from three sectors only: seven from manufacturing, two from hoteling sector and one from transport and communication (cargo handling).

In case of apprenticeship, the labour law requires the employer to provide the trainee with social security for accidents in the workplace, some money and/or transport benefit, and a certificate of completion. However, apprenticeships are provided only by four of the analysed agreements.

3.3 Individual employment contracts / job security

Trial period is provided in 93% of the analysed agreements. The Indonesian labour law provides for three months (90 days) of probation period, and 89% of agreements replicate it. In three agreements, trial period is mentioned, but not its length. There is one CBA that requires a longer probation period than is required under the law: the [PT. Sarana Meditama Metropolitan \(RS Omni Medical Center\)](#) from Jakarta requires a trial period of six months (180 days).

Severance pay is provided in 89% of the CBAs and all of them – except two – state that severance pay changes according to the years of service. This is what is stated also in the labour law, where severance pay of a worker with one year of service corresponds to 60 days of wage, while a worker with five years of service would get 180 days of wage in case of individual dismissal. Of the 109 CBAs providing for severance pay, 72% do not state how many days of wage are paid as severance pay. Of the remaining 30 agreements, all provide for 180 days of wage for workers with five years of service and for 60 days of wage for workers with one year of service, as stated in the law.

3.4 Sickness and disability

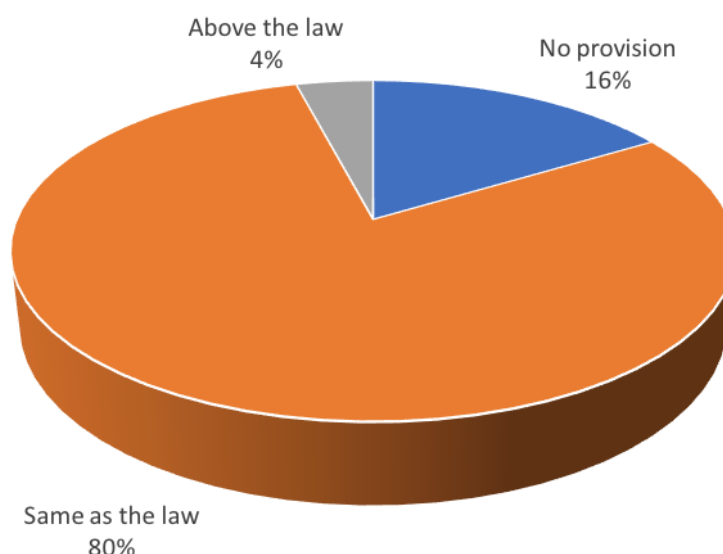
All Indonesian agreements in the database except one contain at least one clause about sick leave. Labour law in Indonesia provides that the amount of wages payable to workers who are taken ill shall be determined as follows: a) for the first four months, they are entitled to receive 100% of their wages; b) for the second four months, they are entitled to receive 75% of their wages; c) for the third four months, they are entitled to receive 50% of their wages; and d) for subsequent months, they are entitled to receive 25% of their wages prior to the termination of employment by the employer.

The maximum duration of sick leave stated by the labour law is one year (365 days).

As to sick leave duration, clauses stating the number of days could be found in 84% of the analysed agreements. In particular, all six agreements from the East Kalimantan Province (the mining province) contain this provision. In this province, five of the agreements follow the labour law provision of one-year sick leave. The coal mining ([PT. Gunungbayan Pratamacoal](#)) CBA specifically refers to the outpatient leave of 14 days per year.

Graph 5 shows the compliance of collective agreements' provisions about the duration of sick leave with Indonesian labour law.

Graph 5: Sick leave duration in collective agreements compared to the labour law



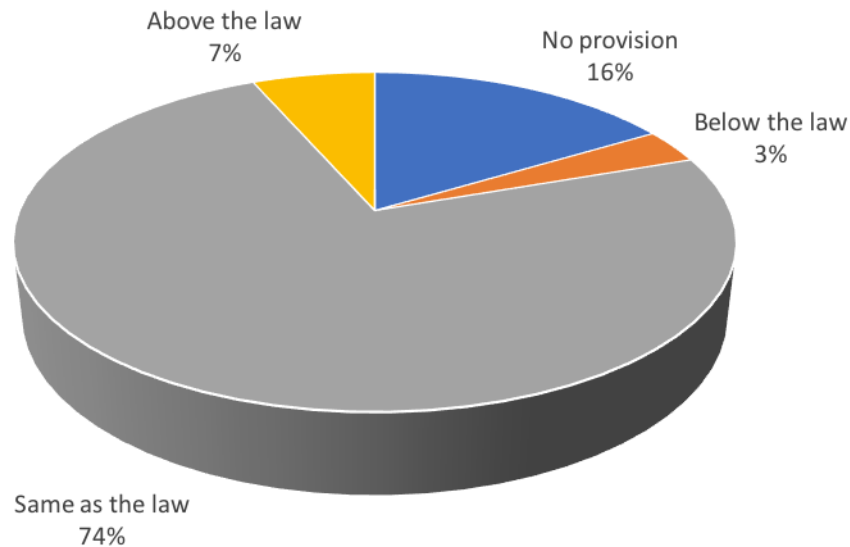
As shown in the graph and said above, there are a 16% of agreements where the duration of sick leave is not mentioned. However, there are also five agreements providing for longer sick leave. One mining company from the North Maluku Province provides for 480 days (16 months), one airline agreement from Banten Province provides for 540 days (18 months), but the best provisions can be found in three agreements from the Jakarta province, one banking sector CBA from Central Jakarta and two manufacturing (electronics) agreements from East Jakarta. These agreements provide for 730 days (two years) of sick leave.

As to sick leave pay, this is also provided in 85% of the total agreements. In this case, all six agreements from the North Sumatera Province contain this provision.

For comparison purposes, in the database sick leave payment has been coded in average percentage for the first six months. Since the Indonesian labour law stipulates that the first four months have to be paid 100% of the normal wage, and the following four months have to be paid 75% of the wage, this means that for the first six months the workers should get at least 92% of their normal wage.

Graph 6 shows the compliance of collective agreements' provisions about the payment of sick leave with Indonesian labour law.

Graph 6: Sick leave pay in collective agreements compared to the labour law*



**No provision in Graph 6 only indicates that the relevant CBAs do not refer to sick leave pay. It does not mean that the workers in these enterprises are not provided sick leave pay.*

As shown in the graph, there are four agreements providing for less than the labour law. All three come from the Jakarta Province. Two of them provide for an average percentage of 87%, which means that instead of providing 100% of the wage for the first four months, they provide this only for the first three months, and then pay 75% for the following three months. The other two agreements provide for an average of 90% sickness pay for the first six months, giving 100% for the first three months and 80% for the second three months.

Among the analysed agreements, there are also eight CBAs (most of which from the Jakarta region) giving better provisions than the law and providing for 100% of the normal wage for the first six months of sick leave. By combining the best provisions on length of sick leave and pay during the term of leave, there is one agreement that stands out, and that is the [PT Bank Nasional Indonesia](#) CBA from Central Jakarta, which provides for two years of paid sick leave, first year with 100% pay and second year with 75% pay.

One Indonesian peculiarity is the provision for the so-called menstruation leave, given to female workers by 88% of the analysed companies. Menstruation leave consists in the possibility for female workers to take leave with full pay on the first and second day of menstruation if they feel sick and cannot perform their tasks. Normally, they must notify the request at least two hours before the start of the workday.

3.5 Health and medical assistance

All analysed agreements except one provide for at least one clause related to health or medical assistance for employees.

However, only 75% of them clearly provide for free or subsidized medical assistance for sick employees, including all five CBAs from the transport, logistics and communication sector. The best clauses on this topic could be spotted in the agreements signed by two hotels, the [Sheraton Media Jakarta Hotel & Towers](#) and the [PT. Shangrahadhika, Hotel Redtop Jakarta](#), both from the centre of the capital. The latter, in particular, provides a detailed list of the free healthcare provisions for workers, including the availability of a company doctor 24 hours a day, hospitalization, family planning, pregnancy and childbirth assistance, vaccines, prescribed medicines and vitamins, and other services. In general, the agreement states that the employer has to provide medical testing, treatment and healthcare to its employees and their dependents.

Of the 92 agreements providing for free or subsidized medical assistance, 60% extend the provision to dependent relatives of the worker.

The Indonesian social security scheme includes health insurance, which provides a comprehensive medical care to workers and their families. Around 75% of the analysed agreements provide for employer contribution to health insurance of the employees. The percentage is a bit higher in the textile/clothes sector, where 81% of the agreements provide for health insurance contribution by the employer. Health insurance is extended to dependent relatives of the worker in around half of the agreements providing for health insurance.

Almost all agreements (94%) contain one clause referring a health and safety workplace policy. Indonesian labour law provides that every worker has the right to receive protection on occupational safety and health, and that the employer is obliged to do a periodic health examinations for their workers. In the law, there is no specific provision on protective clothing, although Manpower Act states that the employer is obliged to provide and administer health and safety schemes. Around 23% of the analysed agreements state that the employer has to provide protective gear to the workers. According to the labour law, it is the responsibility of an employer to provide instruction, training and supervision, as it is necessary to ensure health and safety at work of his employees. However, only 26% of the analysed Indonesian agreements provide for health and safety training in the workplace.

As explained above, Indonesian labour law requires the employer to offer periodic health examinations to the workers. However, only around 35% of the analysed agreements contain this provision. The percentage becomes lower (19%) in the textile and wearing apparel sector.

The best clause on medical check-ups can be found in the [Lumire Hotel Dan Convention Centre](#) CBA, from central Jakarta, which provides for a detailed description of how the medical and psychological examination works and how workers privacy is preserved. The relevant article clearly states that medical examinations costs are carried by the employer, that the worker gets his/her pay during examination time and that the results are confidential.

3.6 Work-life balance arrangements

The section on work and family balance arrangements includes maternity leave, paternity leave, breastfeeding breaks and childcare. In Indonesia, all collective agreements except one contain clauses on these topics.

Around 93% of the analysed CBAs contain clauses related to maternity leave, which may include number of weeks provided, percentage of wage to be paid, job security after leave and discrimination related to maternity. Of the 113 collective agreements with clauses on maternity, all except two provide for the number of weeks. Labour law requires a maternity leave of 13 weeks (less than the ILO recommendation, which is of 14 weeks), and the 13 weeks are guaranteed in all agreements with a clause on that. However, there is one outstanding CBA providing for 17 weeks of maternity leave: it's the [PT. JICT](#) agreement, signed by a cargo handling company from North Jakarta. In particular, this agreement provides for full wage including basic salary, incentives and benefits for the first two months, and basic salary and incentives for the next two months. Of the collective agreements with clauses on maternity, 43% provide for the percentage of basic wage to be paid for maternity leave, and this is always 100%, which is also the provision of Indonesian labour law.

Labour law also prohibits the employer from terminating the employment of a worker for being absent from work because of pregnancy, childbirth, miscarriage or breastfeeding. However, only 15% of the agreements containing maternity clauses provide for job security for women wishing to return to work after maternity leave. Prohibition of discrimination

related to maternity is addressed only rarely in Indonesian collective agreements. Of the CBAs with clauses on maternity, only eight contain this provision. More on discrimination and equal opportunities at work can be found in this paper in paragraph 3.7.

Among all collective agreements with provisions on maternity leave, ten contain clauses clearly excluding some women. Exclusion is due to the position and/or to the type of contract. Depending on the agreement, contract workers, daily workers, non-union workers, non-permanent workers, non-staff workers or workers from a specific rank are excluded from the maternity leave provisions.

Among Indonesian agreements, only 20% offer health and safety provisions for pregnant and breastfeeding workers. In particular, clauses prohibiting pregnant and breastfeeding workers to perform dangerous or unhealthy work can be found in 16 collective agreements and employers are obliged only in three CBAs to carry out a workplace risk assessment on the safety and health of pregnant and nursing women and inform them accordingly. In 19 collective agreements, the employer is obliged to provide alternatives to dangerous or unhealthy work, and only two CBAs provide for time off for prenatal medical examinations.

None of the Indonesian collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. More on discrimination and equal opportunities at work can be found in this paper in paragraph 3.7.

According to Indonesian labour law, workers whose wife gave birth or had a miscarriage are entitled to two days of paid paternity leave with full pay. The vast majority of Indonesian agreements (94%) contain a provision about paternity leave. Around 90% of them provide for two days of paternity leave, but there are twelve agreements providing for more days than the law. Nine CBAs provide for three days of paternity leave, one provides for four days, one for five days and one for one month. This exceptional provision is given by the cargo handling company [Multi Terminal](#) from North Jakarta, although the clause doesn't specify how much is the worker paid during paternity leave. Only 43% of the agreements clearly state that working fathers receive full pay during the days of paternity leave.

ILO claims that supporting breastfeeding at work is an integral part of the set of maternity protection measures. International labour standards set out rights and guidance for assisting mothers to continue breastfeeding on their return to work. Conventions No. 103 and Convention No. 183 leave it to national laws and regulations to decide the number and duration of nursing breaks, provided that at least one break is granted. Convention No. 183

also gives the possibility of converting daily breaks into a daily reduction of hours of work. Indonesia has not ratified any of these Conventions; however, Indonesian labour law requires an employer to provide proper opportunities to breastfeeding workers if that must be performed during working hours. Although the duration is not specified in the law, the length of breastfeeding breaks is set at six months of age of the child.

Of the analysed agreements, only 17% contain clauses on time off (breastfeeding breaks) and/or facilities for nursing mothers. Among the 21 collective agreements having a clause on such topics, only four state the duration of breastfeeding breaks. Three of them (both from the Jambi Province) provide for one hour, while the [First Marine Seafoods](#) CBA from Jakarta provides for less than one hour, which is less than what was stated in ILO Convention No. 3 (also not ratified by Indonesia). The [PT. Tun Yun Garment](#) CBA provides for more than one hour. This agreement is relevant also because of the specified duration of the provision: twelve months of breastfeeding, which is six months more than the law.

Nursing and childcare facilities are extremely rare in Indonesian collective agreements, although the labour law provides for these. Among the analysed CBAs, only eleven contain a clause on employer-provided nursing facilities. In general, the clauses provide for a special place for breastfeeding, and in two cases also for the possibility to store the milk. As to childcare facilities, only two agreements contain a clause on employer-provided facilities to care for children.

Compared to nursing and childcare facilities, the percentage of agreements providing for a monetary tuition/subsidy for children's education is high. Around 19% of Indonesian CBAs contain one clause about this. Usually the clauses are general statements about scholarships or financial aid for children's school.

3.7 Equality and/or violence in the workplace

All analysed Indonesian agreements - except three – contain at least one clause about equality. The equality-related topics that have been analysed here are: I) equal pay for work of equal value (also gender-related), II) discrimination at work, III) equal opportunities for promotion and training for women workers, and IV) sexual harassment and violence at work.

Indonesian law provides for equal pay for men and women workers for work of equal value, regardless of their belief, marital status, religion, gender, race, or ethnic background.

The agreements containing such clause are very few: only five in total. Two of these are from the textile sector (both from West Java Province), two from the mining sector (both from East Kalimantan) and one from a palm plantation in North Sumatera. All these agreements, except one from mining, specify that the equal pay should be provided also regardless of gender.

Employers are required by the labour law to promote equal opportunity and treatment, and to eliminate all forms of direct and indirect discrimination in employment and occupation based on race, colour, sex, religion, political affiliation, race, and social status.

Most CBAs follow the labour law provision: discrimination at work is addressed in around 70% of Indonesian collective agreements. The situation changes with gender-related clauses: equal opportunities for promotion for women workers are only addressed in three collective agreements. As explained in paragraph 3.6, prohibition of discrimination related to maternity is addressed only rarely in collective agreements (only eight of them contain such clause), and none of the collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. Moreover, none of the agreements from Indonesia contain clauses about equal opportunities for training for women workers, or a provision for a gender equality trade union officer in the workplace.

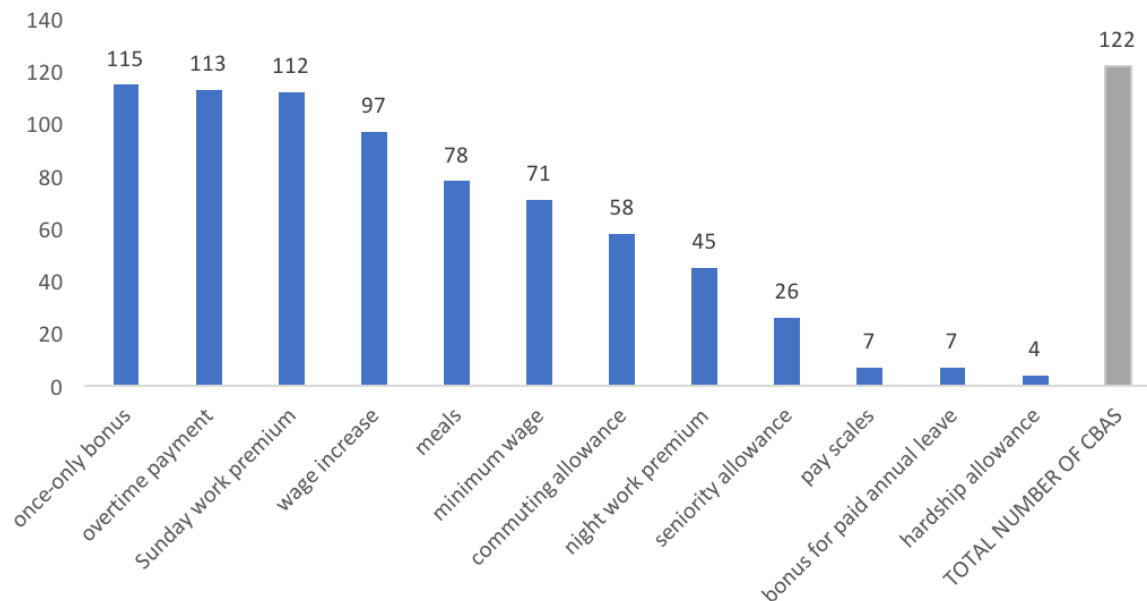
Indonesia has no law prohibiting sexual harassment at workplace. Penal Code refers to indecent public acts only. Around 86% of the Indonesian agreements contain at least one clause against violence in the workplace. Violence specifically addressed towards women in the form of sexual harassment is less common in the clauses of the analysed agreements: only 33% of them contain provisions against this. The best clause about sexual harassment is provided by the [PT. Ching Luh Indonesia](#) agreement, signed by the leather manufacturing company of the Banten Province. This CBA is relevant because it is the only one that extensively talks about harassment, prohibiting every kind of violence (abuse, humiliation, sexual assault, forced labour) especially if perpetrated by a boss.

3.8 Wages

Graph 7 gives an overview of the percentage of Indonesian agreements containing different wage-related provisions: pay scales, minimum wage, wage increase, once-only bonus, night work premium, hardship allowance, bonus for paid annual leave, overtime payment, Sunday

work premium, seniority allowance, commuting allowance and meals. Indonesian labour law doesn't have specific provisions on these topics, except for overtime payment and Sunday work premium.

Graph 7: Wage-related provisions in Indonesian agreements



As shown in Graph 7, very few agreements in Indonesia provide for pay scales, for a bonus for paid annual leave and for hardship allowance. Seniority allowance is also not very common. Night work premium, commuting, reference to the legal minimum wage and meals / meal allowance can be found in around half of the agreements, while around 80% provide for a structural wage increase. Almost all agreements provide for a once-only bonus, overtime payment and Sunday work premium.

Hardship allowance is provided in four CBAs, and only one of them provides the actual percentage: the PT [Nusa Halmahera Minerals CBA](#), from the North Maluku Province, where employees working in the mine get an extra 17% in their wage.

An extra payment for paid annual leave is also very rare in Indonesian agreements. A clause about that could be found only in seven CBAs. In three cases out of seven, workers get an extra one-month pay; in three other cases the premium is given as a percentage going from 100% to 170% extra wage. The best provision for annual leave bonus comes from the [SP-KEP](#), where workers get 225% of their monthly wage plus a bonus of 750000 rupiahs.

As shown above, only seven agreements provide for pay scales and set wages. This explains the absence of job titles in Indonesian collective agreements, as usually definitions of job titles are necessary when there are wage tables, which is not the case for the vast majority of the analysed agreements. Despite this, more than half of the agreements (58%) contain a clause about the minimum wage that has to be paid. The provision is always stated as the necessity to pay at least the minimum wage set by the government. In respect to that, there is only one agreement mentioning the provincial minimum wage.

Only 21% of the agreements contain a provision on seniority allowance. Of these 26 CBAs, seven do not provide for any amount or percentage, 18 provide for an amount and one provides for a percentage.

Although no premium for night work is provided in Indonesian labour law, nearly 37% of the agreements provide for the same. Around 40% of these CBAs contain an article generally referring to other regulations about night work premium, but in around 60% (mostly from the Jakarta area) an actual amount can be found. Only one agreement provides for a premium in percentage: it's the [SP-KEP](#) agreement, signed by a mining company in the East Kalimantan Province, where night hours are paid 123% of normal hours. All other agreements provide for a daily extra amount, which goes from 1000 rupiahs to 23700 rupiahs.

Commuting allowance is provided in half of the analysed CBAs, although the amount is specified only in one third of the agreements providing for this bonus. Two mining companies give the best provisions: the [Nusa Halmahera Minerals](#) from the North Maluku Province and the [SP-KEP](#) from the East Kalimantan Province. The former usually provides for transportation, except for some areas. The workers employed in those areas are thus given an allowance of 50000 rupiahs per day for food and commute. The latter has a wide range of commuting allowances, going from 100000 rupiahs to 950000 rupiahs per month, depending on the position of the employee. Commuting allowances are very important in mining sector, because usually one company has different work-sites, which are not easy to reach with normal public means of transport.

As to meals, 64% of the analysed agreements provide either for a meal or for a meal allowance.

Most of the agreements (79%) provide for a structural wage increase, i.e. a permanent increase of the basic pay, but most of the time (in 88% of the cases) they don't provide any

information on the amount or the percentage of this increase, nor specify a date in which the increase should be applied. In one agreement, the increase is specified in percentage (5% of the provincial minimum wage for each level of tenure, where one level of tenure is five years). In the other four CBAs, increase is specified as an amount (yearly or daily increase). More than half of them, though, state that the wage increase has to be based on the performance of the worker or of the company.

More than 90% of the CBAs provide for a Sunday work premium, and all of these - except one - give the same provision stated in the labour law: hours worked on Sundays or on public holidays are paid twice the amount of normal hours. Two agreements have lower provisions – they give only a premium of 35% and 50% for Sunday work – while three CBAs improve the legal provisions by paying three times the amount of normal hours.

Most agreements analysed in this paper (around 93%) also provide for overtime payment, although there is none that goes above the labour law, which states that overtime hours should be paid 200% of normal working hours. In four agreements, it is clearly specified that no extra pay is provided to management staff for overtime work. In the database there are two agreements providing less than the law: one is signed by the [Indonesia Raya Pabrik Lampu](#) (a lamp factory from North Jakarta), which provides for 150% payment for overtime; the other one is the [PT.Pacific Removindo](#) agreement, signed by a courier company in Jakarta and providing for an overtime payment of only 110%. It must be underlined, however, that this is an old agreement, dated back to 2010.

Almost all Indonesian agreements (94%) provide for a once only extra payment or bonus. In this case, most of these CBAs (85%) also set the amount of this bonus, which corresponds in more than 90% of the cases to 30 days of wage. Only five agreements provide for a higher bonus (34 to 51 days).

3.9 Working hours, schedules, holidays and days of leave

All Indonesian agreements in the database except one contain at least one clause about working time. 95% state the number of daily working hours and 93% the number of weekly working hours, which is always 40 and corresponds to the labour law provision about weekly working hours. According to the labour law, these 40 hours can be worked either seven hours per day for six days, or eight hours per day for five days. The number of daily hours varies also in agreements: half of them provides for seven hours per day (and for six

days of work per week), while the other half provide for eight hours a day, and for five days of work per week. Three agreements also provide that workers should work maximum 173 hours per month. 95% of the agreements provide for at least one day of rest per week.

Only 18% of the agreements provide for a limit of overtime hours per week. Most of them (16) provide for maximum 14 hours of overtime per week (as stated in the labour law), but there are two providing for 15, one for 16 and the workers of two other companies can work up to 20 hours overtime per week. However, it must be said that, in accordance with the Manpower Act, some sectors or categories of workers are exempted from the limitation on overtime, as determined by Ministerial decision.

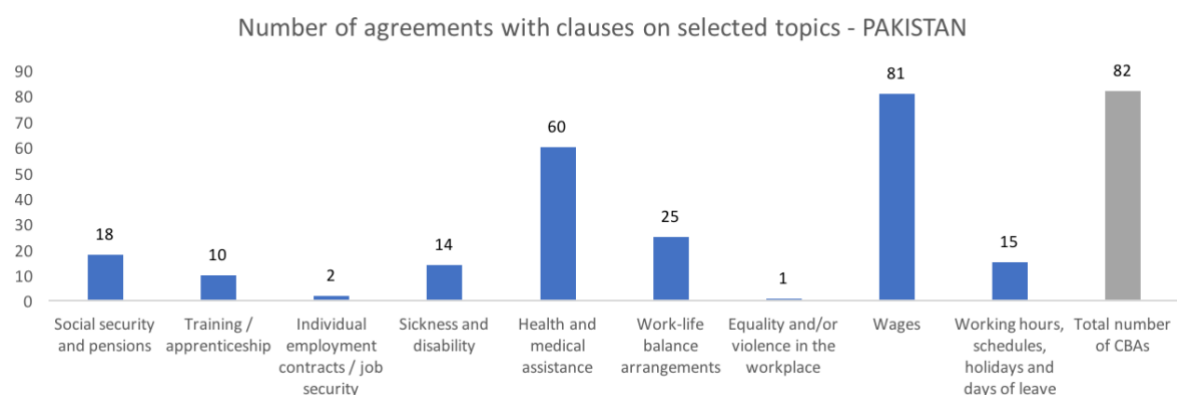
The length of the paid annual leave is clearly specified in 93% of the agreements. The vast majority provides for 12 days (as stated in labour law) for employees who have worked for 12 months, but there are a few agreements giving more days: one providing for 14 days, one for 16, one for 17 and one for 18. As a matter of fact, the workers of the mining company [PT. Bukit Baiduri Energi](#) in the East Kalimantan Province are entitled to 18 days of paid annual leave.

4. Which topics are addressed in Pakistani collective agreements?

The analysis of Pakistani CBAs is particularly relevant for the manufacturing and extraction, mining and quarrying sectors in Pakistan, because these are the most covered by the analysed agreements (around 62% and 13% respectively).

Graph 8 gives an overview of the number of Pakistani agreements containing at least one clause about each of the main topics analysed in this paper:

Graph 8: Occurrence of the main topics in Pakistani agreements



The distribution of topics in Pakistani agreements is completely different from the Indonesian ones. Almost all agreements contain a clause about wages, around 75% refer to health and medical assistance for the employees, but only around one fourth contain provisions about work-life balance arrangements, social security, working hours, sickness and disability. Training and apprenticeship are tackled in ten agreements, while individual employment contracts are addressed in a couple of CBAs, and equality in one agreement only.

The provisions about each topic are analysed in detail in the following paragraphs.

4.1 Social security and pensions

In the database, 22% of Pakistani agreements contain one or more clauses about social security and pensions.

Around 16% of the CBAs contain one article stating that the employer has to follow the national regulations about pension funding (and thus that the employer has to pay contributions). As to disability fund, the provision is present in five of the analysed agreements. In three of these CBAs, the related article provides for the amount of money

that the worker would actually get (usually a monthly benefit and a lump sum), one agreement provides for a more general welfare fund and one only provides for a discretionary payment (it's up to the employer to decide whether to pay or not).

4.2 Training / apprenticeship

Only one out of eight of the analysed Pakistani agreements contain at least one clause about training, which can refer to training programs for the employees, to a training fund partly or totally paid by the employer, and/or to apprenticeships. Training programs for the employees are offered only by nine CBAs, while four provide for a training fund.

Though apprenticeships are guaranteed under the Apprenticeship Ordinance 1962, these are specified only by one of the analysed companies, the [Regent Plaza Hotel & Convention Centre](#).

4.3 Individual employment contracts / job security

Trial period is provided in two of the analysed agreements, and only one of them specifies the duration. The Pakistani labour law provides for three months (90 days) of probation period, and the agreement gives the same provision.

According to the law, a worker is entitled to severance payment amounting to 30 days' wages for each completed year of service. However, severance pay is not provided in any of the analysed CBAs.

4.4 Sickness and disability

Only 17% of the Pakistani agreements in the system contain at least one clause about sick leave. Labour law in Pakistan provides for a sickness benefit for ordinary ailments (for a period of 121 days) that requires the employer to pay 75% of wages last drawn, while, for cancer and tuberculosis (for a period of 365 days), a worker has to be paid 100% of last wages drawn (provisions differ in provinces).

As to sick leave duration, clauses stating the number of days could be found in four of the analysed agreements, and they usually refer to short leave with full pay in case of sickness. In particular, three CBAs provide for 8 days (on full wages) and one for 16 days (on half wages). However, it must be referred here that the CBAs are referring to outpatient leave which is different from the long leave mentioned in the first paragraph.

Nine agreements also provide for pay in case of disability due to work accidents.

4.5 Health and medical assistance

Around 75% of the analysed agreements provide for at least one clause related to health or medical assistance for employees.

However, only 65% of them clearly provide for free or subsidized medical assistance for sick employees, particularly in almost all the agreements from the mining sector. Of the 39 agreements providing for free or subsidized medical assistance, almost half extend the provision to dependent relatives of the worker.

In Pakistan, medical benefits are available for insured workers (and their dependents) and include general medical care, specialist care, medicine, hospitalization, maternity care, and transportation. One third of the analysed agreements provide for employer contribution to health insurance of the employees. Health insurance is extended to dependent relatives of the worker in five of these agreements.

Around 30% of the CBAs contain one clause referring to a health and safety policy. Pakistani labour law makes it obligatory on the employer to provide for safe and healthy working environment to the workers. In the law, there is no specific provision about protective clothing, however Labour Protection Policy 2006 directs the enterprises to provide workers with protective clothing and equipment. Sindh Occupational Safety and Health Act requires employers to provide free of cost protective equipment as well as health and safety training to workers. In the same way, Factories Act, 1934 provides for compulsory vaccination and inoculation of workers and expenses are to be borne by employer. Around 29% of the analysed agreements state that the employer has to provide protective gear to the workers. According to the labour law, it is the responsibility of an employer to provide instruction, training and supervision as is necessary to ensure health and safety at work of his employees. However, none of the analysed Pakistani agreements provide for health and safety training in the workplace. Also, none of the CBAs requires the employer to offer periodic health examinations to the workers.

4.6 Work-life balance arrangements

In Pakistan, only 30% of the agreements contain clauses on work-life balance arrangements. Only two CBAs contain clauses related to maternity leave, which may include number of weeks provided, percentage of wage to be paid, job security after leave and discrimination related to maternity. Of these two collective agreements, only one provides for the number

of weeks. Maternity leave under labour is of 12-week duration (less than the ILO recommendation, which is of 14 weeks), and the twelve weeks – with full pay, as provided by the law - are guaranteed in that one agreement with a clause on that.

According to the labour law, it is illegal for an employer to dismiss a female employee during the term of her maternity leave. However, none of the agreements provide for job security for women wishing to return to work after maternity leave. Health and safety provisions for pregnant and breastfeeding workers and prohibition of discrimination related to maternity are also not addressed in Pakistani collective agreements. More on discrimination and equal opportunities at work can be found in this paper in paragraph 4.7.

There is no provision in the national law on paid or unpaid paternity leave. Paternity leave is provided only for the public-sector employees under Revised Leave Rules, 1981 in the Punjab province, where new fathers are granted maximum seven days of paternity leave on or immediately before the birth of a child. None of the analysed Pakistani agreements contain a provision about paternity leave.

Pakistan has not signed any of the Conventions related to maternity and breastfeeding at work and no provisions can be located in the law requiring employers to provide nursing breaks for new mothers. Similarly, none of the analysed agreements contains clauses on time off (breastfeeding breaks) and/or facilities for nursing mothers. No reference to childcare facilities could be spotted in Pakistani agreements, but 24% of them provide for a monetary tuition/subsidy for children's education. Usually the clauses specify the monthly or yearly amount given as a financial aid for children's school, and in some cases (like in the [Pakistan Cables Limited](#) CBA) the financial aid is specifically directed to the workers' daughters.

4.7 Equality and/or violence in the workplace

Among all analysed Pakistani agreements only one contains a clause about this topic, and in particular about violence in the workplace. The CBA of [Feroze Mills Limited](#) forbids any “threat, physical assault, pressure, abuse and or [...] any other unfair labour practice either inside the mill premises, either during the duty hours or when not on duty”.

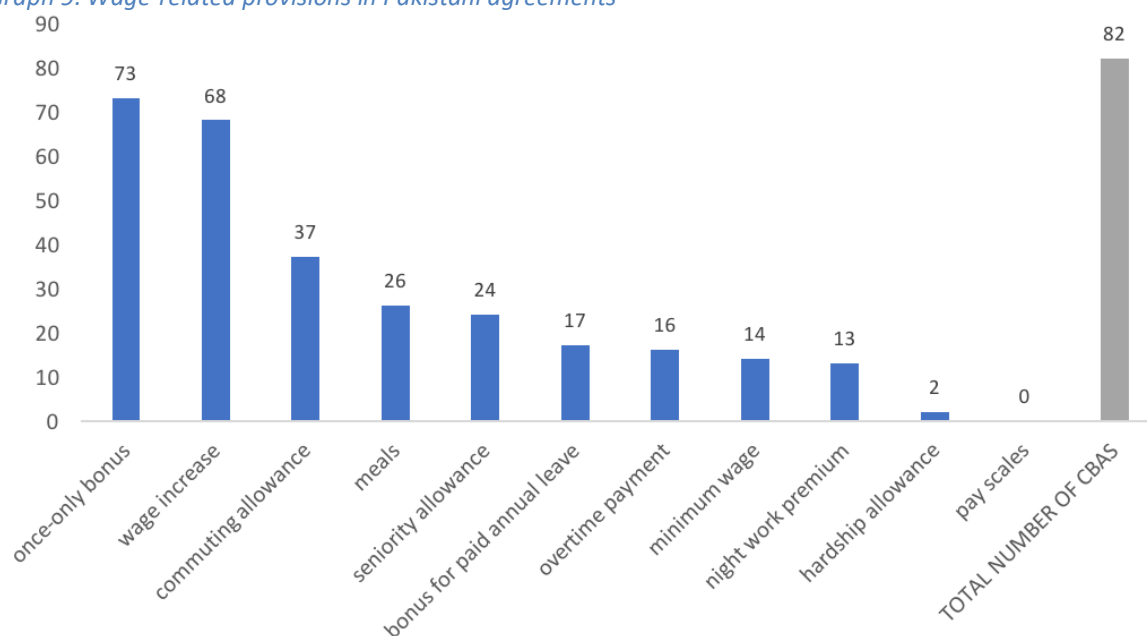
The agreements never refer specifically to sexual harassment, although, in accordance with the Protection Against Harassment of Women at Workplace Act, 2010, sexual harassment of workers is prohibited by law and is a punishable offence.

Discrimination is also never tackled in the CBAs, and the law doesn't provide any protection in this case, because the article 27 of the Constitution – which forbids discrimination in the workplace – only refers to public sector jobs. It must be added here, though, that employment discrimination is now prohibited under labour laws in Sindh and Khyber Pakhtunkhwa.

4.8 Wages

All analysed Pakistani agreements except one contain at least one clause about wages, but none of them provides for pay scales. Graph 9 gives an overview of the percentage of CBAs containing the various wage-related provisions: minimum wage, wage increase, once-only bonus, night work premium, hardship allowance, bonus for paid annual leave, overtime payment, Sunday work premium, seniority allowance, commuting allowance and meals.

Graph 9: Wage-related provisions in Pakistani agreements



As shown in Graph 9, none of the CBAs provides for pay scales and only two agreements – both from manufacturing companies - provide for hardship allowance. Night work premium, minimum wage provision, overtime payment, bonus for paid annual leave, seniority allowance and meals / meal allowance are also not very common. Commuting allowance can be found in almost half of the agreements, while around 83% provide for a structural wage increase. Around 90% of the CBAs provide for a once-only bonus.

According to the labour law, there is no special pay premium for employees working overnight. However, a premium for evening or night work is provided in around 16% of the agreements. In around half of these CBAs an actual amount can be found. Only one agreement provides for a premium in percentage: it's the [Bata Pakistan Ltd](#) agreement, signed by the shoe manufacturing company, where night hours are paid 150% of normal hours.

Around 17% of the agreements contain a clause about the minimum wage that has to be paid. In four CBAs out of 14, the provision is stated as the necessity to pay at least the minimum wage set by the government. In the other ten agreements, the minimum wage to be paid is stated as a monthly amount.

Around 20% of the CBAs analysed in this report provide for overtime payment, although there is none that improves the labour law, which states that overtime hours should be paid 200% of normal working hours. Most CBAs don't specify the percentage to be paid. Four agreements provide for an amount, and only one CBA states that overtime hours should be paid 200% of normal hours, as provided in the law.

An extra payment for paid annual leave is provided in 21% of the Pakistani agreements. In 13 cases out of 17, workers get an amount going from 2300 to 35500 rupees; in two other cases the premium is given as a one-month wage. The best provision for annual leave monetary bonus comes from [Pakistan Refinery Limited](#), where workers get 35500 rupees.

Around 29% of the agreements contain a provision on seniority allowance. Of these 24 CBAs, five do not provide for any amount or percentage, 15 provide for an amount and four provide for extra days of wage.

As to meals, around one third of the analysed agreements provide either for a meal or for a meal allowance.

Commuting allowance is provided in 45% of the analysed CBAs. Five of these agreements don't specify the amount or the percentage, three provide for a percentage of regular wage and 21 give an amount going from 57 to 2200 rupees. The highest amount is given by [Habib Bank Limited](#).

Most of the agreements (83%) provide for a structural wage increase, i.e. a permanent increase of the basic pay, and most of the time (in all cases except four) they provide information on the amount or the percentage of this increase. In 20 agreements, a percentage of regular wage is provided, in others the increase is specified as an amount.

More than half of them, though, state that the wage increase has to be based on the performance of the worker or of the company.

Around 90% of analysed Pakistani agreements provide for a once only extra payment or bonus. In this case, most of these CBAs (77%) also set the amount of this bonus, which corresponds in six cases to a percentage, in 13 CBAs to 30 days of wage, and in 28 CBAs to an amount.

4.9 Working hours, schedules, holidays and days of leave

Only 18% of Pakistani agreements in the database contain clauses about working time. Two CBAs state the number of daily working hours and three CBAs the number of weekly working hours: two CBAs provide for 45 hours per week, and one agreement for 40 ([Sona Welfare Foundation Rawalpindi](#)). In all cases, these CBAs reduce the working hours from 48 hours per week, as provided in the labour law, to 40 or 45 hours.

None of the agreements provide for a limit of overtime hours per week.

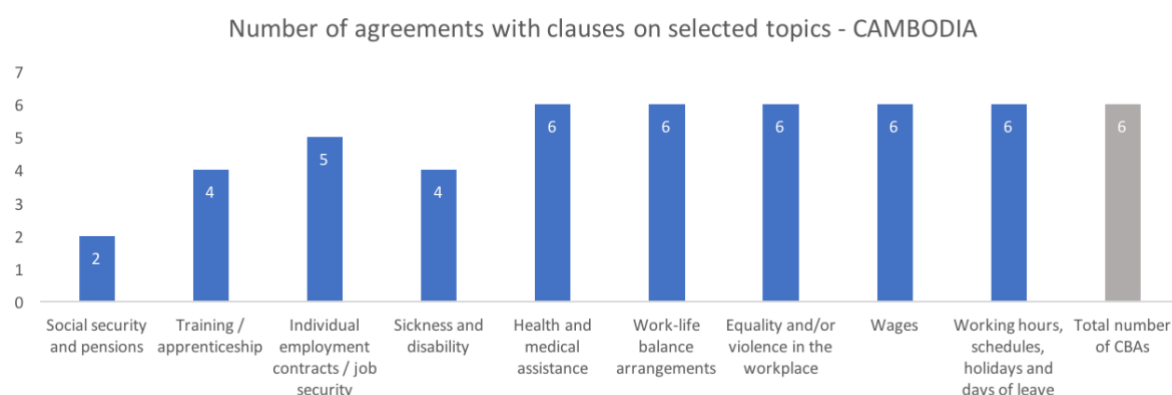
According to Pakistani labour law, an employee is entitled to 14 calendar days paid annual leave after completion of 12 months of continuous service. The length of the paid annual leave is clearly specified in 16% of the agreements, and, in most cases, they improve the law. Three of them provide for 14 days (as stated in labour law) for employees who have worked for 12 months, but there are a few agreements giving more days: one providing for 18 days, four for 21, two for 25, one for 30, one for 36 and one for 52, provided by the [Pakistan National Shipping Corporation](#).

5. Which topics are addressed in Cambodian collective agreements?

The paper analyses the content of six Cambodian collective agreements from three different sectors. The most represented is the hospitality sector (three CBAs), followed by wearing apparel (two agreements) and transport (one CBA).

Graph 10 gives an overview of the number of Cambodian agreements containing at least one clause about each of the main topics analysed in this paper:

Graph 10: Occurrence of the main topics in Cambodian agreements



All agreements contain at least one clause about the relevant topics, with the exception of Individual employment contracts and job security (five CBAs), training and sickness and disability (four CBAs) and social security and pensions, tackled only in two agreements.

The provisions about each topic are analysed in detail in the following paragraphs.

5.1 Social security and pensions

In the database, only two Cambodian agreements contain one or more clauses about social security and pensions.

There is one agreement – the [Cambodia Airport](#) CBA - stating that the employer has to follow the national regulations about pension funding (and thus that the employer has to pay contributions). This agreement partially improves the law, because it provides solutions and obligations for the employer in case of lack of a proper law. As to disability fund, the provision is present in two of the analysed agreements ([Cambodia Airport](#) and [Cambodiana](#)). However, they just mention a general duty of the employer to comply with the labour law, which provides for invalidity pension according to a formula devised by the National Social Security Fund.

5.2 Training / apprenticeship

Four of the analysed Cambodian agreements contain at least one clause about training and/or apprenticeship. All these four CBAs offer training programs for the employees. None of the agreements provide for a training fund paid by the employer, which shows that companies prefer to train their employees themselves, internally, instead of putting money into a training fund, which gives the workers more freedom in training.

There is no provision for apprenticeship in any of the Cambodian CBAs.

5.3 Individual employment contracts / job security

Trial period is provided in nearly all of the analysed agreements. The Cambodian labour law provides for three months (90 days) maximum of probation period, and three agreements replicate it. There is one CBA that requires a longer probation period than is required under the law: the Sunway Hotel requires a trial period of six months (180 days). There is also one CBA providing for one month of probation period, and that is the [Da Rong](#) agreement.

Cambodian labour law provides for both severance pay and redundancy pay. Payments at the end of contract include payment of last month's wage, payment for unused leave and severance pay as applicable. However, none of the analysed CBAs provides for severance pay.

5.4 Sickness and disability

Four Cambodian agreements out of six contain at least one clause about sick leave. In accordance with the Cambodian Labour Code, a worker is entitled to sick leave for up to six months if sickness is certified by a qualified doctor. The Labour Law does not provide for paid sick leave however following the policy of the Ministry of Labour, employer may provide paid sick leave as follows: a) 100% of wages during the first month of sick leave; b) 60% of wages during the second & third months of sick leave; and c) unpaid leave from the fourth until sixth months to sick leave duration.

Clauses stating the number of days could be found in three of the analysed agreements. In particular, one of the agreements follow the policy of six months sick leave, but the other two provide sick leave ranging from 60 days to 90 days.

According to the policy of the Ministry of Labour, when on sick leave for six months, a worker may get every month 37% of the wage on average. The three agreements providing

for paid sick leave are more or less in line with this policy, as they provide for 34, 36 and 50 percent of the wage on average for each month of leave.

5.5 Health and medical assistance

All analysed Cambodian agreements provide for at least one clause related to health or medical assistance for employees, and five of them clearly provide for free or subsidized medical assistance for sick employees (but none of the agreements extends the provision to the workers' dependents).

Four of the analysed agreements provide for employer contribution to health insurance of the employees. None of the CBAs extends health insurance to dependent relatives.

All agreements contain one clause referring to a health and safety workplace policy. In accordance with the Labour Law, an employer is responsible to maintain health and safety of the workers at workplace. Labour Law & Parkas also require employers to provide personal protective equipment (PPE) to workers involved in hazardous work. Two of the analysed agreements state that the employer has to provide protective gear to the workers. According to the labour law, employers are required to ensure that the organization of work, the techniques used, materials, tools, machinery or products used must be appropriate to ensure the safety of workers. Employers of garment and shoe factories are required to train workers and their representatives on hygiene, workplace safety and health issues relevant to the work: this is probably why only the two wearing apparel manufacturing agreements provide for health and safety training in the workplace.

Only one of the agreements – the [Regency Hotel](#) CBA - requires the employer to offer periodic health examinations to the workers, providing a very good and rich clause in this regard.

5.6 Work-life balance arrangements

The section on work and family balance arrangements includes maternity leave, paternity leave, breastfeeding and childcare. In Cambodia, all analysed collective agreements contain clauses on these topics.

All these CBAs contain clauses related to maternity leave and they all provide for the number of weeks. Labour law provision for maternity leave in Cambodia is of 90 days (i.e. 12.8 weeks), which is less than the ILO recommended leave of 14 weeks. All the agreements guarantee 13 weeks of maternity leave, however, there is one outstanding CBA providing

for 100 days (14 weeks): it's the [Cambodia Airport](#) agreement. In particular, this agreement provides for full wage including meal allowance. According to the labour law, workers are entitled to half their wages during the maternity leave, along with other benefits (if any). Of the collective agreements with clauses on maternity, two give the same provision as the law (50% of the wage), but the other four agreements improve upon the law and provide for full wage to be paid for maternity leave.

Cambodian labour law states that a women worker can't be dismissed during the period of her pregnancy and maternity leave or at such time that contract termination notice would expire during such absence. However, only two of the agreements explicitly provide for job security for women wishing to return to work after maternity leave. Prohibition of discrimination related to maternity is addressed only in the [Sunway Hotel](#) agreement. More on discrimination and equal opportunities at work can be found in this paper in paragraph 5.7.

Five Cambodian agreements offer health and safety provisions for pregnant and breastfeeding workers. In particular, four of them prohibit pregnant and breastfeeding workers to perform dangerous or unhealthy work. In five collective agreements, the employer is obliged to provide alternatives to dangerous or unhealthy work, but only two CBAs provide for time off for prenatal medical examinations. None of the CBAs obliges employers to carry out a workplace risk assessment on the safety and health of pregnant and nursing women.

None of the Cambodian collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. More on discrimination and equal opportunities at work can be found in this paper in paragraph 5.7.

No specific paternity leave entitlements are found in the labour law. However, three Cambodian agreements contain a provision about paternity leave, and two of them provide for the number of days. One provides for one day and the other for seven days – both with full pay - although the latter is a leave that may be taken by the worker for personal reasons that affect his immediate family.

Cambodia has not signed any of the ILO Conventions related to maternity; however, according to the national labour law, female workers are entitled to two paid nursing breaks, each of 30-minute duration, for new mothers to breastfeed their child(ren) until a child is twelve (12) months old. Of the analysed agreements, only two contain clauses on

time off (breastfeeding breaks) and/or facilities for nursing mothers. They provide for one hour for the first 12 months of the child, as stated in the law, but none of the analysed agreements contains a clause on employer-provided nursing facilities.

Cambodian labour law also requires the employer to establish a child care facility in an enterprise if the total number of female workers is more than 100. None of the CBAs contains a clause on employer-provided facilities to care for children, but there are two agreements with clauses on employer-subsidized child care facilities.

None of the analysed agreements provides for a monetary tuition/subsidy for children's education.

5.7 Equality and/or violence in the workplace

All analysed Cambodian agreements contain at least one clause about equality.

The Cambodian Constitution supports the principle of equal pay for equal work and prohibits all forms of discrimination against women. However, none of the agreements contains such clause. Employers are prohibited by the labour law to discriminate in wages on the basis of sex, origin and age. Wage is equal for all the workers for work of equal conditions, professional skill and output. In this case, most CBAs follow the labour law provision: discrimination at work is addressed in four out of six Cambodian collective agreements. The situation changes with gender-related clauses: equal opportunities for promotion and/or training for women workers are never addressed in CBAs. As explained in paragraph 5.6, prohibition of discrimination related to maternity is addressed only rarely in collective agreements (only one of them contain such clause), and none of the collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. The [Regency Hotel](#) CBA, however, contains an outstanding provision of a Women's Commission within the company.

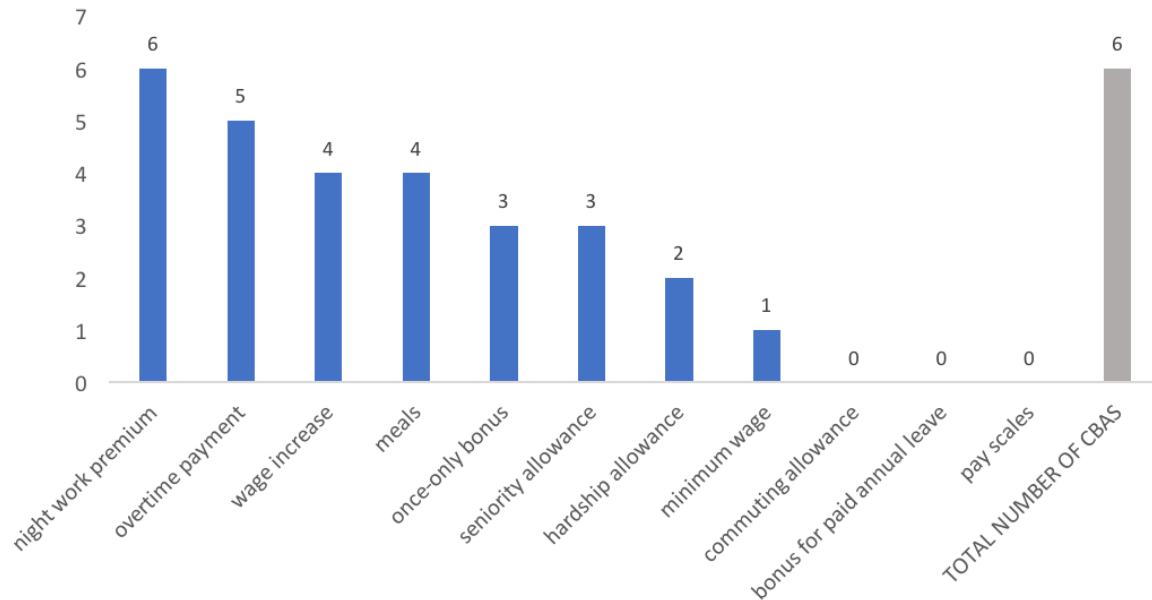
In Cambodia, sexual harassment is prohibited under the Labour Law. Two agreements contain at least one clause against violence in the workplace and violence specifically addressed towards women in the form of sexual harassment is included in one agreement, and that is again [The Regency Hotel](#) CBA.

5.8 Wages

Graph 11 gives an overview of the percentage of Cambodian agreements containing different wage-related provisions: pay scales, minimum wage, wage increase, once-only

bonus, night work premium, hardship allowance, bonus for paid annual leave, overtime payment, Sunday work premium, seniority allowance, commuting allowance and meals.

Graph 11: Wage-related provisions in Cambodian agreements



As shown in Graph 11, none of the analysed agreements in Cambodia provides for pay scales, for a commuting allowance or a bonus for paid annual leave. Reference to the minimum wage to be paid is given only in one CBA and for hardship allowance in two agreements only. Three of the analysed CBAs provide for seniority allowance and once-only bonus, while provisions for meals / meal allowance and a structural wage increase can be found in four CBAs. Five agreements provide for overtime payment, and all the CBAs taken into account in this paper refer to a night work premium.

As shown above, none of the agreements provides for pay scales but there is one containing a clause about the minimum wage that has to be paid. It's the [Sabrina](#) CBA and it provides for a minimum wage of 50 dollars per month.

Two agreements contain refer to hardship allowance and provide for one extra dollar per shift, and three CBAs contain a provision about seniority allowance.

A once only extra payment is provided in three of the analysed Cambodian agreements, but they neither give an amount nor a percentage. As to meals, as said above, four of the analysed CBAs provide either for a meal or for a meal allowance.

Four agreements provide for a structural wage increase, i.e. a permanent increase of the basic pay, but, in most cases, they don't provide any information on the amount or the percentage of this increase, nor specify a date in which the increase should be applied. In one agreement, the increase is specified as an amount and two CBAs state that the wage increase has to be based on the performance of the worker or of the company.

Five agreements out of the six analysed in this report provide for overtime payment, although there is none that goes above the labour law, which states that overtime hours should be paid at least 150% of the wage if overtime work is performed during the day on normal working days.

According to the Cambodian labour law, night work is paid at the premium rate of 130% of the normal hourly salary paid during the day. All the analysed agreements provide for a night work premium; four of these CBAs contain an article generally referring to the labour law or to other regulations about night work premium, but only in two of them a percentage is given, and it improves upon the labour law: in both cases the night work premium is 150% of the normal wage.

5.9 Working hours, schedules, holidays and days of leave

All Cambodian agreements in the database contain at least one clause about working time. Five of them state the number of daily working hours and two of them the number of weekly working hours, which is 48 in one case (and this corresponds to the labour law provision about weekly working hours) and 44 in the [Cambodia Airport](#) CBA. According to the labour law, these 48 hours are usually worked eight hours per day for six days. All the agreements provide for 8 hours a day, but while four CBAs provide for six days of work per week, the Cambodia Airport one provides for five. Five agreements also clearly provide for at least one day of rest per week.

According to the law, workers may be required to work overtime, provided that total working hours, inclusive of overtime, must not exceed ten hours per day. However, only one agreement provides for a limit of overtime hours per week, which is very high and worse than the law: 18 hours per week.

Cambodian labour law provides for annual leave to all workers on completion of one year of service. The full-time workers, working 48 hours a week, are entitled to 1.5 days of annual leave for one month of service: this means 18 working days for 12 months of service. The

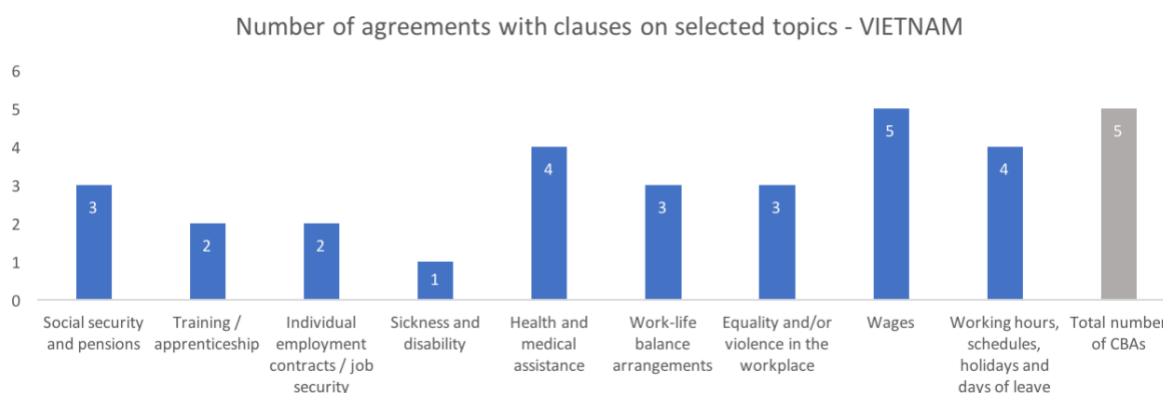
length of the paid annual leave is clearly specified in all the agreements. The vast majority provides for 18 days (as stated in labour law) for employees who have worked for 12 months, but there is one agreement giving more than the law: the workers of the [Cambodia Airport](#) are entitled to 25 days of paid annual leave.

6. Which topics are addressed in Vietnamese collective agreements?

Five Vietnamese agreements from three sectors have been analysed in this paper: two are from the agriculture sector, two from textile and one from construction.

Graph 12 gives an overview of the number of Vietnamese agreements containing at least one clause about each of the main topics analysed in this paper:

Graph 12: Occurrence of the main topics in Vietnamese agreements



All Vietnamese agreements contain a clause about wages, four out of five refer to health and medical assistance for the employees and to working hours, but only three CBAs contain provisions about work-life balance arrangements, social security and equality. Training and apprenticeship and individual employment contracts are tackled in two agreements, while sickness and disability is addressed in one agreement only.

The provisions about each topic are analysed in detail in the following paragraphs.

6.1 Social security and pensions

Three out of five of the analysed Vietnamese agreements contain one or more clauses about social security and pensions. One of them – the [Joint Stock Company](#) CBA - clearly states that the company has to follow the provisions in the law about social insurance, unemployment insurance and health insurance.

The labour law also provides that the employer has to pay social security contribution. Two agreements contain one article stating that the employer has to follow the national regulations about pension funding (and that the employer has to pay contributions): the [Joint Stock Company](#) CBA (mentioned above) and the [Rubber Industry Group Vietnam](#) CBA. The latter contains a more structured provision about pension, as it includes additional

allowances for pensioners. As to disability fund, the provision is not explicitly included in the analysed agreements.

6.2 Training / apprenticeship

Two of the five analysed agreements from Vietnam contain at least one clause about training and/or apprenticeship. In particular, they refer both to training programs for the employees and to funds for external training, depending on the skills needed by the company.

One of these two CBAs also provides for apprenticeship.

6.3 Individual employment contracts / job security

Trial period is provided in two of the analysed agreements. The Vietnamese labour law provides for two months (60 days) of probation period, but none of the CBAs refer to the duration of the trial period.

Vietnamese Labour Code provides for both severance allowance and employment loss allowance. Severance pay is provided only in one of the CBAs, which also states that the pay is related to the years of service, but the amount or the percentage are not mentioned.

6.4 Sickness and disability

Only one Vietnamese agreement in the database - the [Joint Stock Company](#) CBA - contains one clause about sick leave. There is a provision of paid sick leave under the Social Insurance Law of Vietnam. Sick leave duration varies on the basis of type of employment a worker is involved in: for those working under normal working conditions, it is 30 working days (for those with less than 15 years of contribution), 40 days (for those with 15-30 years of contribution), and 60 days (for those with 30 or more years of contribution).

The agreement doesn't provide for the length of the sick leave, but it provides for extra pay besides what is provided in the Social Insurance Law.

Vietnamese law also provides for menstrual breaks: during her menstruation, a woman worker has the right to a break of 30 minutes per day for at least 3 days per month, while receiving the same wage. However, this provision cannot be found in any of the analysed agreements.

6.5 Health and medical assistance

All analysed agreements except one provide for at least one clause related to health or medical assistance for employees.

However, only one of them clearly provides for free or subsidized medical assistance for sick employees, and anyway only refers to the Health Insurance Law.

Four agreements out of five contain one clause referring a health and safety workplace policy. The Labour Code places responsibility on all the actors to make the workplace safe and requires all enterprises, agencies, organizations and individuals related to labour and production to comply with the law on labour safety and hygiene. The Labour Code also requires that workers engaged in potentially dangerous and/or harmful work to have sufficient protective clothing and devices. However, only one of the analysed agreements states that the employer has to provide protective gear to the workers. According to the labour law, the employer must also organize training on labour safety and hygiene to the employees, trade apprentices, trainees upon recruitment and personnel arrangement (promotion, transfers). However, only one of the analysed Vietnamese agreements provides for health and safety training in the workplace.

None of the analysed agreements require the employer to offer periodic health examinations to the workers.

6.6 Work-life balance arrangements

In Vietnam, three analysed collective agreements contain clauses on work-life balance arrangements and contain clauses related to maternity leave. Labour law provision for maternity leave is of 6 months but none of the agreements specifies neither the length nor the payment.

Protection from dismissals during maternity leave is provided under Vietnamese law, but the CBAs do not refer to job security for women wishing to return to work after maternity leave. Prohibition of discrimination related to maternity is also not addressed in these collective agreements. More on discrimination and equal opportunities at work can be found in this paper in paragraph 6.7.

Among Vietnamese agreements, only one – the [OJITEX HAI PHONG](#) CBA - offers health and safety provisions for pregnant and breastfeeding workers. In particular, it contains clauses prohibiting pregnant and breastfeeding workers to perform dangerous or unhealthy work

and obliges the employer to provide alternatives to dangerous or unhealthy work and carry out a workplace risk assessment on the safety and health of pregnant and nursing women and inform them accordingly. None of the CBAs obliges employers to carry out a workplace risk assessment on the safety and health of pregnant and nursing women, nor provides for time off for prenatal medical examinations.

None of the Vietnamese collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. More on discrimination and equal opportunities at work can be found in this paper in paragraph 6.7.

Vietnam has not signed any of the ILO Conventions related to breastfeeding; however, Vietnamese labour law provides that female employees who are raising infants (under 12 months) are entitled to take fully paid 60-minute break during working hours to nurse children, collect and store milk or to take rest. Employers are also required to build rooms for collecting and storing breast-milk according to the actual conditions of working places and the need of the female employees and capacity of the employers. None of these provisions is not included in the analysed agreements.

Vietnamese CBAs don't provide for any childcare facility, nor monetary benefit/subsidy for children's education.

6.7 Equality and/or violence in the workplace

Three analysed Vietnamese agreements out of five contain at least one clause about equality.

The Constitution of Vietnam guarantees right to equal pay for equal work for both men and women in that it prohibits gender discrimination. However, none of the Vietnamese CBAs provides specifically for this.

Employers are required by the labour law to pay all workers equally without gender discrimination. Two of the analysed CBAs follow this labour law provision by prohibiting discrimination at work. The situation changes with gender-related clauses: equal opportunities for promotion for women workers are not addressed in CBAs. As explained in paragraph 6.6, prohibition of discrimination related to maternity is not addressed in collective agreements, and none of the collective agreements clearly prohibits screening for pregnancy before promoting a worker or regularising non-standard workers. Moreover, none of the agreements from Vietnam contain clauses about equal opportunities for

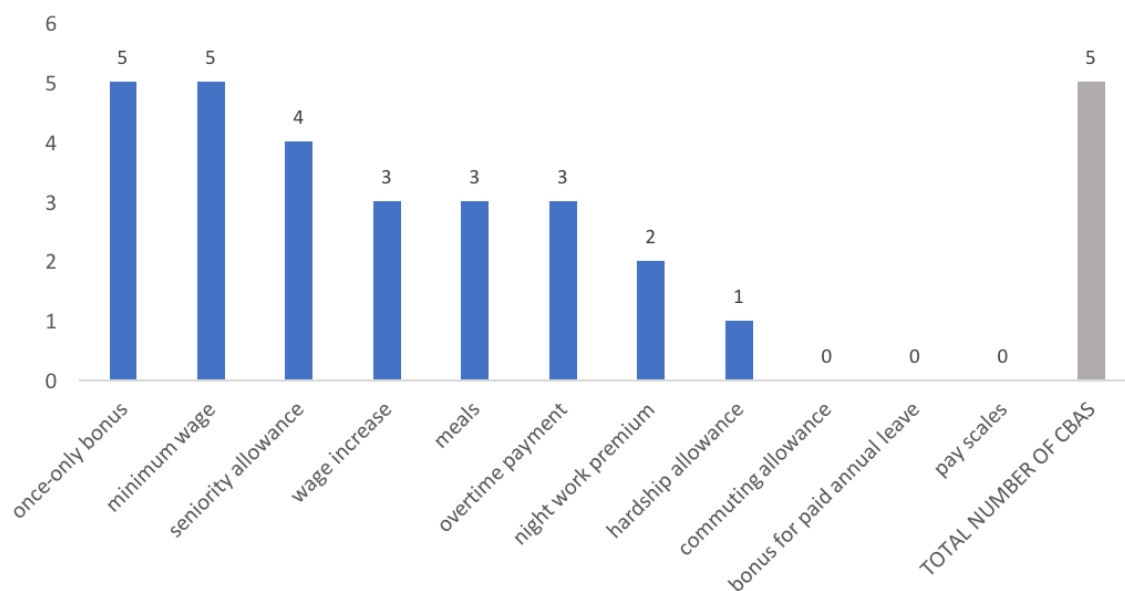
training for women workers, or a provision for a gender equality trade union officer in the workplace.

Sexual harassment and maltreatment of employees is prohibited under the Labour Code, but in the analysed agreements there is no reference to prohibition of violence and/or sexual harassment in the workplace.

6.8 Wages

Graph 13 gives an overview of the percentage of Vietnamese agreements containing different wage-related provisions: pay scales, minimum wage, wage increase, once-only bonus, night work premium, hardship allowance, bonus for paid annual leave, overtime payment, Sunday work premium, seniority allowance, commuting allowance and meals.

Graph 13: Wage-related provisions in Vietnamese agreements



As shown in Graph 13, none of the agreements in Vietnam provides for pay scales, for a bonus for paid annual leave and for commuting allowance. Hardship allowance is provided only in one CBA, while night work premium is given in two agreements. Three CBAs provide for a structural wage increase, meals / meal allowance and overtime payment, while seniority allowance can be found in four agreements. All analysed CBAs provide for a once-only bonus and for the minimum wage to be paid.

Hardship allowance is provided only in one agreement, the CBA signed by the [Textile and Apparel Association](#), where employees working in difficult conditions are entitled to an extra 7% in their wage.

According to the Vietnamese Labour Code, night work is paid at the premium rate of 130% of the normal hourly salary paid during the day. Two of the analysed CBAs provide for a night work premium: one states that the premium has to be provided as an amount (but doesn't specify it), the other one ([NHÀ MÁY TINH BỘT SẮN SƠN LA](#)) provides for a premium in percentage and improves the law, because the given premium is 150% of the normal wage.

Three of the agreements analysed in this paper provide for overtime payment, although only one of them provides for an actual percentage, which anyway doesn't go above the law. The compensation for working overtime by law is at least 150% of the normal wage rate on weekdays, and this is what is provided in the CBA.

Three of the analysed agreements also provide either for a meal or for a meal allowance.

A structural wage increase, i.e. a permanent increase of the basic pay, is provided in three CBAs, but they don't provide any information on the amount or the percentage of this increase, nor specify a date in which the increase should be applied. In two cases, however, they state that the wage increase has to be based on the performance of the worker or of the company.

Four agreements out of five contain a provision on seniority allowance but they do not provide for any amount or percentage.

As shown above, none of the analysed agreements provide for pay scales and set wages. Despite this, they all contain a clause about the minimum wage that has to be paid. The provision is always stated as the necessity to pay at least the minimum wage set by the government. However, there is one agreement mentioning a minimum amount that has to be paid, which is 2400000 VND per month (more than the official national minimum wage in 2014 in region IV, which was 1900000 VND).

All analysed Vietnamese agreements provide for a once only extra payment or bonus, although only two of them also set the amount of this bonus, which corresponds in both cases to 30 days of wage.

6.9 Working hours, schedules, holidays and days of leave

All Vietnamese agreements in the database except one contain at least one clause about working time. All of them state the number of daily working hours and three of them the number of weekly working hours, which is always 48 and corresponds to the labour law

provision about weekly working hours. According to the labour law, these 48 hours are worked eight hours per day for six days, which is what is provided also in the analysed CBAs. Two agreements also clearly provide for at least one day of rest per week.

Only two CBAs provide for a limit of overtime hours per week. One of them provides for maximum 16 hours of overtime per week, the other agreement gives the same as the law (200 overtime hours per year maximum).

The length of the paid annual leave is clearly specified in four agreements. Three of them provide for 12 days for employees who have worked for 12 months, which is in line with the labour law provisions.

7. Conclusions

By analysing the content of 215 collective agreements from four Asian countries (Indonesia, Pakistan, Cambodia and Vietnam), this paper tries to see where and how CBAs improve the working conditions provided in the countries' labour laws. Is the powerful tool of collective bargaining used effectively? Where should it be improved?

The selection of analysed agreements could not be homogeneous because of the difficulties in collecting them and the limitations in publishing: two countries - Indonesia and Pakistan - are more represented. Also, the private sector and in particular wearing apparel, textile and leather companies are more represented than other sectors.

The agreements are different in each country: longer and more detailed in Indonesia and Cambodia, shorter in Vietnam and very short in Pakistan. In Indonesia and Cambodia, the CBAs repeat some of the provisions stated in the law, while in Pakistan and Vietnam most of the times they don't, which means that the collective agreements are meant only to specify some provisions or to improve the law. This is why Indonesian and Cambodian agreements tackle most of the topics, while Pakistani and Vietnamese CBAs focus more on monetary benefits and on health and medical assistance clauses, the topics on which real negotiations were held.

Some collective agreements in Indonesia and Cambodia raise the probation period from 90 days (statutory provision) to 180 days. The [PT. Sarana Meditama Metropolitan \(RS Omni Medical Center\)](#) from Jakarta (Indonesia) requires a trial period of six months (180 days); similarly, the [Sunway Hotel](#) (Cambodia) requires a trial period of six months (180 days), when the law sets a limit of 90 days. The [Da Rong](#) agreement from Cambodia, however, reduces probation period to one month.

If we look at wages, what we can see is that pay scales are usually not provided in the analysed CBAs. There are a few in Indonesia, but very rare. Despite this, there is a focus on monetary benefits in collective agreements, especially in Pakistan and Vietnam. In Vietnam, all CBAs contain a clause about the minimum wage that has to be paid, and there are cases of improvement of the law in terms of benefits. For example, the [NHÀ MÁY TINH BỘT SẮN SƠN LA](#) agreement provides a premium for night work of 150% of the normal wage (when the law provides for 130%). Similarly, in Pakistan - where, according to the labour law, there is no special pay premium for employees working overnight - a premium for evening or night work is provided in around 16% of the agreements and the [Bata Pakistan Ltd](#)

agreement, signed by the shoe manufacturing company, night hours are paid 150% of normal hours. The same improvement (raised from 130% to 150%) can be spotted in two Cambodian agreements.

A quite unique Pakistani provision in the whole analysed region is the monetary tuition/subsidy for children's education, provided in one fourth of the agreements from Pakistan (and almost absent in all the other countries taken into account in this paper). These specify the monthly or yearly amount given as a financial aid for children's school, and in some cases (like in the [Pakistan Cables Limited](#) CBA) the financial aid is specifically directed to the workers' daughters (a good example of how collective bargaining can improve gender disparity and focus on girls' education).

If we look at gender-related clauses, we notice that these are not included in Vietnamese and Pakistani agreements. Improvements of the law in maternity leave provisions could be found, on the contrary, in Indonesia and Cambodia. Labour law in Indonesia requires a maternity leave of 13 weeks: in the database, there is one outstanding CBA providing for 17 weeks of maternity leave. It's the [PT. JICT](#) agreement, signed by a cargo handling company from North Jakarta, which provides for full wage including basic salary, incentives and benefits for the first two months, and basic salary and incentives for the next two months. In Cambodia, all the agreements guarantee 13 weeks of maternity leave; however, the [Cambodia Airport](#) agreement provides for 100 days (14 weeks). Of the collective agreements with clauses on maternity, four Cambodian agreements improve upon the law and provide for full wage to be paid for maternity leave. Though a repetition of statutory provision, most Indonesian collective agreements provide for two days of menstrual leave to women workers.

The [Sunway Hotel](#) CBA, also from Cambodia, addresses discrimination related to maternity, and discrimination in general is prohibited in around 70% of the Indonesian CBAs. Indonesia can be considered a very good example for neighbouring countries when it is about equality clauses in collective agreements: around 86% of the Indonesian agreements contain at least one clause against violence in the workplace. Violence specifically addressed towards women in the form of sexual harassment is less common in the clauses of the analysed agreements, but still 33% of them contain provisions against this. The best clause about sexual harassment is provided by the [PT. Ching Luh Indonesia](#) agreement, signed by the leather manufacturing company of the Banten Province. This CBA is relevant because it

extensively talks about harassment, prohibiting every kind of violence (abuse, humiliation, sexual assault, forced labour) especially if perpetrated by a boss.

One very good example for women workers in Cambodia is the collective agreement signed by the [Regency Hotel](#), as it provides for a Women's Commission within the company and clearly prohibits sexual harassment in the workplace.

Paternity leave is one of the topics that is very rarely tackled in these countries' labour laws, but in some cases - in Indonesia and Cambodia - the CBAs are filling the legal void. Despite a lack of norm in the national labour law, three Cambodian agreements contain a provision about paternity leave, and one provides for one day. According to Indonesian labour law, workers are entitled to two days of paid paternity leave with full pay, and the cargo handling company [Multi Terminal](#) gives an exceptional provision of one month (although the clause doesn't specify how much is the worker paid during paternity leave).

In Indonesia, Pakistan and Cambodia, collective agreements also provide for some improvements in terms of working hours and/or leave: in Pakistan one CBA ([Sona Welfare Foundation Rawalpindi](#)) reduces the working hours from 48 (provided by the law) to 40, and the [Pakistan National Shipping Corporation](#) provides for 52 days of paid leave, which is nearly four times the legal provision of 14 days annual leave. .

Similarly, in Cambodia, the workers of the [Cambodia Airport](#) are required to work 44 hours per week (instead of the 48 provided by the law) and get 25 days of paid annual leave (instead of the 18 given by law). In Indonesia, the workers of the mining company [PT. Bukit Baiduri Energi](#) are entitled to 18 days of paid annual leave, instead of the 12 days provided by the law.

Relevant provisions related to pension can be found in a couple of CBAs in Cambodia and Vietnam. The [Cambodia Airport](#) agreement provides solutions and obligations for the employer in case of lack of a proper law about pension funding, and the [Rubber Industry Group Vietnam](#) CBA contains a very structured provision about pension, as it includes additional allowances for pensioners.

Sick leave provisions can also be improved with collective bargaining: one good example is given by the three Indonesian CBAs providing for two years of sick leave, thus improving the one year given by the law, and the eight agreements - also from Indonesia - giving better provisions than the law and providing for 100% of the normal wage for the first six months of sick leave. By combining the best provisions on length of sick leave and pay during the

term of leave, there is one agreement that stands out, and that is the [PT Bank Nasional Indonesia](#) CBA from Central Jakarta, which provides for two years of paid sick leave, first year with 100% pay and second year with 75% pay. Good examples for healthcare provisions can also be found in Indonesia, particularly in two hotels ([Sheraton Media Jakarta Hotel & Towers](#) and [PT. Shangrahadhika, Hotel Redtop Jakarta](#)), which provide a detailed list of the free healthcare provisions for workers, while the [Lumire Hotel Dan Convention Centre](#) CBA stands out for the best clause about medical check-ups, providing for a detailed description of how the medical and psychological examination works and how workers privacy is preserved.

8. How can these data improve the lives and wages of workers?

As shown in this research, a global collective agreements database is a very useful tool to understand what are the labour conditions in companies and sectors, and to see where and how the provisions of national labour law are being improved.

The analysis can go further, and these are some of the ways it could improve the working conditions and the wages of workers:

- a) Good practices in collective agreements can be a model to follow for other companies, other sectors or other countries. WageIndicator has put this into practice with the sample CBAs: in three Latin American and several East African countries, sample collective agreements have been created using the best provisions in the country or – when missing – in the neighbouring countries. The project has been a success and in some of the countries, like Guatemala and Ethiopia, sample CBAs have already been used as a model for new agreements;
- b) Better provisions in work/family balance arrangements and equality issues can lead to a reduction of the gender pay gap: this analysis can help negotiators to decide which are the clauses that can be improved and how this is being done elsewhere;
- c) Analysis can be improved by comparing company, sector and multi-company agreements;
- d) As wages are also being annotated, such data can be used to compare wages in CBAs with minimum wages and living wages, and show the way to improve, not only in terms of numbers but also in terms of provisions.

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Appendix: The WageIndicator Collective Agreements Database coding scheme

Picture 1 shows the form used by the WageIndicator team to answer to the questions about the twelve topics. This is a collective agreement from Indonesia.

Picture 1

The screenshot shows a web interface for a collective agreement (CBA) from PT. Intibenua Perkasatama - 2013. The document is titled "PERJANJIAN KERJA BERSAMA ANTARA PT. INTIBENUA PERKASATAMA DUMAIRIAU DENGAN PK. FSB KAMIPARHO SBSI PT. IBP". The main heading is "BAB I : ISTILAH – ISTILAH DAN PIHAK YANG MEMBUAT PERJANJIAN". The section "Pasal 1 : Istilah - Istilah" defines the terms used in the agreement. The interface includes a sidebar with navigation links for various topics: General CBA data, Job Titles, Social Security & Pensions, Training, Employment Contracts, Sickness & Disability, Health & Medical Assistance, Work/Family Balance Arrangements, Gender Equality Issues (selected), Wages, Working hours, and Coverage. The main content area displays the text of the agreement, and the right sidebar contains a section for "GENDER EQUALITY ISSUES" with a question: "Does the agreement contain any clauses concerning equality and/or violence in the workplace?". The answer is "Yes".

For each question, the appropriate piece of text is found and stored in the database, as shown in Picture 2.

Picture 2

The screenshot shows a web interface for a collective agreement (CBA) from PT. Intibenua Perkasatama - 2013. The document is titled "PERJANJIAN KERJA BERSAMA ANTARA PT. INTIBENUA PERKASATAMA DUMAIRIAU DENGAN PK. FSB KAMIPARHO SBSI PT. IBP". The main heading is "BAB I : ISTILAH – ISTILAH DAN PIHAK YANG MEMBUAT PERJANJIAN". The section "Pasal 1 : Istilah - Istilah" defines the terms used in the agreement. The interface includes a sidebar with navigation links for various topics: General CBA data, Job Titles, Social Security & Pensions, Training, Employment Contracts, Sickness & Disability, Health & Medical Assistance, Work/Family Balance Arrangements, Gender Equality Issues (selected), Wages, Working hours, and Coverage. The main content area displays the text of the agreement, and the right sidebar contains a section for "GENDER EQUALITY ISSUES" with a question: "Does the agreement contain any clauses concerning equality and/or violence in the workplace?". The answer is "Yes".

Every collective agreement is then published online in a page where the full text can be browsed according to the topics, as shown in Picture 3.

Picture 3

<p>PERJANJIAN KERJA BERSAMA ANTARA PT. INTIBENUA PERKASATAMA DUMAI-RIAU DENGAN PK. FSB KAMIPARHO SBSI PT. IBP</p> <p>BAB I : ISTILAH – ISTILAH DAN PIHAK YANG MEMBUAT PERJANJIAN</p> <p>Pasal 1 : Istilah - Istilah</p> <p>Pasal 2 : Pihak Yang Mengadakan Kesepakatan</p> <p>BAB II : KETENTUAN UMUM</p> <p>Pasal 3 : Tujuan Perjanjian Kerja Bersama</p> <p>Pasal 4 : Luasnya Perjanjian Kerja Bersama</p> <p>Pasal 5 : Kewajiban Pihak Perusahaan Dan Pihak Serikat Buruh</p> <p>Pasal 6 : Pengakuan Hak - Hak Pengusaha</p> <p>Pasal 7 : Pengakuan Hak - Hak Serikat Buruh</p> <p>Pasal 8 : Landasan Hukum</p> <p>Pasal 9 : Fasilitas Untuk Serikat Buruh</p> <p>Pasal 10 : Lembaga Kerjasama Bipartit</p> <p>BAB III : HUBUNGAN KERJA</p> <p>Pasal 11 : Penerimaan Buruh</p> <p>Pasal 12 : Masa Percobaan</p> <p>Pasal 13 : Kepangkatan Buruh</p> <p>Pasal 14 : Penempatan Buruh</p> <p>Pasal 15 : Pendidikan dan Latihan Kerja</p> <p>Pasal 16 : Mutasi</p> <p>Pasal 17 : Penilaian Prestasi Kerja</p> <p>Pasal 18 : Demosi</p> <p>Pasal 19 : Promosi</p> <p>BAB IV : WAKTU KERJA</p> <p>Pasal 20 : Hari Kerja Dan Jam Kerja</p> <p>Pasal 21 : Bukti Kehadiran</p> <p>Pasal 22 : Hari Istirahat Mingguan</p> <p>Pasal 23 : Hari - Hari Libur Resmi</p>	<p>PT. Intibenua Perkasatama - 2013</p> <p>Tanggal dimulainya perjanjian: → 2013-06-01</p> <p>Tanggal berakhirnya perjanjian: → 2015-05-31</p> <p>Diratifikasi oleh: → Lain - lain</p> <p>Diratifikasi pada: → 2013-06-01</p> <p>Nama industri: → Pertanian, Kehutanan, penangkapan ikan</p> <p>Nama industri: → Penanaman Padi, Perkebunan Holtikultura</p> <p>Sektor publik/swasta: → Sektor swasta</p> <p>Disimpulkan oleh:</p> <p>Nama perusahaan: → PT. Intibenua Perkasatama</p> <p>Nama serikat pekerja: → PK FSB KAMIPARHO-SBSI PT. Intibenua Perkasatama</p> <p>Nama penandatangan dari pihak pekerja → Indra, Zulkifli</p> <p>JAMINAN SOSIAL DAN PENSIUN</p> <p>Pengusaha memberikan kontribusi untuk dana pensiun bagi pekerja: → Ya</p> <p>Pengusaha memberikan kontribusi untuk tunjangan cacat bagi pekerja: → Ya</p> <p>Pengusaha memberikan kontribusi untuk tunjangan pengangguran bagi pekerja: → Tidak</p> <p>PELATIHAN</p> <p>Program pelatihan: → Ya</p> <p>Magang: → Tidak</p> <p>Pengusaha memberikan kontribusi untuk dana pelatihan bagi pekerja: → Tidak</p>
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