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**WORKER RIGHTS CONSORTIUM ASSESSMENT  
GAHA GREEN GARMENT CO., LTD.  
INDONESIA**

**FINDINGS AND RECOMMENDATIONS**

**April 4, 2019**

## I. Introduction and Executive Summary

### A. Introduction

This report presents the findings and recommendations of the Worker Rights Consortium (“WRC”) concerning labor practices at Gaha Green Garment Co., Ltd. (“Gaha Green”), an apparel manufacturing facility in Sumedang, Indonesia, near the city of Bandung. At the time of the WRC’s investigation, Gaha Green employed about 2,282 workers.

The WRC conducted its compliance assessment of Gaha Green pursuant to its roles as an independent factory monitor for the City and County of San Francisco, California (“the City”) under the City’s Sweatfree Contracting Ordinance (“Ordinance”) which sets labor rights standards for manufacturers of apparel supplied to the City by the City’s vendors,<sup>1</sup> and for the WRC’s university and college affiliates, which have adopted labor codes of conduct for production of their licensed collegiate apparel. Gaha Green was identified in disclosure data provided to the WRC by the City as a subcontractor to Fechheimer Brothers Co. (“Fechheimer”), the prime contractor to the City’s vendor Galls, Inc. (“Galls”) for manufacturing of uniforms supplied to the City’s employees. Gaha Green has also been disclosed as a producer for Columbia Sportswear (“Columbia”) of apparel licensed by universities affiliated with the WRC and sold by College Vault, a division of the retailer, Fanatics, Inc. The factory is also a supplier of garments to other brands, including the military and law enforcement apparel company, ATLANCO, and the hunting apparel company, Kryptek.<sup>2</sup>

San Francisco’s Ordinance requires manufacturers of apparel supplied to the City to comply with all applicable national labor and employment laws of the country where manufacturing occurs, and certain additional labor standards, including payment of non-poverty wages.<sup>3</sup> Fechheimer has informed the WRC that Gaha Green is no longer among its active suppliers and that Fechheimer has no plans to place orders with the factory for goods to be supplied to the City or any other customer. Should Fechheimer renew its relationship with Gaha Green to manufacture uniforms for the City’s employees, Gaha Green will need to take measures to ensure compliance with the City’s Ordinance.

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<sup>1</sup> *Codified as*, San Francisco, Cal., Administrative Code, Ch.12.U (“Adm. Code”) (2005), *as amended*, Feb. 11, 2010, *available at* [http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12usweatfreecontracting?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_Chapter12U](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter12usweatfreecontracting?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_Chapter12U).

<sup>2</sup> This data is available via Import Genius, a subscription-based online database of records of container shipments through U.S. maritime ports of entry that have been gathered by the U.S. Customs and Border Protection Service.

<sup>3</sup> Adm. Code, Ch.12.U.

University codes of conduct, likewise, require Columbia Sportswear and College Vault to ensure that Gaha Green complies with Indonesian labor and employment laws, and certain additional labor standards adopted by those universities whose licensed apparel the factory produces.<sup>4</sup> As Gaha Green continues to be disclosed by College Vault and Columbia as a manufacturer of such apparel, these companies are required to ensure that all violations of Indonesian law and/or university codes of conduct identified by the WRC in this report are adequately remedied.

## **B. Summary of Findings**

The WRC’s assessment of Gaha Green found violations of Indonesian labor law, relevant international labor standards, university and buyer codes of conduct – and, should the factory resume producing goods for the City, the City’s Ordinance – in the areas of: (1) wages and hours of work; (2) terms of employment; (3) statutory paid time off; (4) discrimination in hiring; (5) harassment and abuse; and (6) health and safety. As detailed in Section III of this report, with respect to each of these areas where violations were identified, the WRC reached these findings:

### ***Wages and Hours***

- **Mandatory and Excessive Overtime.** The WRC found that Gaha Green violated Indonesian law<sup>5</sup> by requiring workers to perform overtime, including hours above the legal maximum set by Indonesian law.
- **Failure to Provide a Weekly Rest Day.** Gaha Green also contravened Indonesian law<sup>6</sup> by requiring some employees to work in some instances seven days per week, without a weekly rest day.
- **Non-poverty Wages.** While compliant with the Indonesia’s legal *minimum wage* standard, the average wages Gaha Green employees receive for regular working hours provide only a little more than half of the minimum *non-poverty* wage rate that the factory would have to pay workers if it resumed producing goods for the City.<sup>7</sup> In 2018, the City set its minimum non-poverty wage rate for Indonesia at US\$ 1.91 per hour,

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<sup>4</sup> See, IMG College Licensing Company, Special Agreement on Labor Codes of Conduct, Schedule I, § II.A (“Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles.”).

<sup>5</sup> See, Manpower Act No. 13 of 2003, Art. 78 (1) (“Entrepreneurs who require their workers/labourers to work longer than the working hours determined under subsection (2) of Article 77 must meet the following requirements: a. Approval of the relevant worker/labourer; b. Maximum overtime work of 3 (three) hours in a day and 14 (fourteen) hours in a week.”).

<sup>6</sup> See, Manpower Act No. 13 of 2003, Art. 79 (2) (b).

<sup>7</sup> See, *id.* at 12.U.3.

excluding benefits, and at US\$ 2.29 per hour, including benefits.<sup>8</sup> Based on workers' reported monthly wages, the average hourly wage at Gaha Green is US\$ 1.10, which includes an annual bonus. This figure represents 58% of the City's non-poverty wage.

- **Lack of Adequate Pay Slips.** Gaha Green did not meet the requirements of Indonesian labor law or buyer codes of conduct concerning provision of pay slips to employees. Gaha Green failed to provide workers with such information as the number of regular and overtime hours they had worked and their rates of pay for these hours.<sup>9</sup>

### *Terms of Employment*

- **Unlawful Use of Short-term Contracts.** Gaha Green violated Indonesian law by employing 60% of its workforce under successive short-term contracts for extended periods of time, and they are in violation of certain legal requirements for hiring workers under short-term contracts.<sup>10</sup>
- **Employment Contracts.** Employees at Gaha Green reported to the WRC that they did not receive copies of their employment contracts when they were hired at the factory. Failure to provide employees with copies of their employment contracts violates Indonesian law.<sup>11</sup>

### *Statutory Paid Time Off*

- **Menstrual Leave.** Indonesian labor law requires employers to grant female workers paid leave, on the first and second day of their menstrual cycles.<sup>12</sup> Workers reported to the

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<sup>8</sup> See, Sweatfree Contracting Ordinance (Administrative Code Chapter 12U), "2018 International Wage and Benefit Rates," available at

[https://sfgov.org/olse/sites/default/files/Document/2018\\_Wage%20Rates%20International\\_0.pdf](https://sfgov.org/olse/sites/default/files/Document/2018_Wage%20Rates%20International_0.pdf).

<sup>9</sup> See, Government Regulation No. 78 of 2015 concerning wages, Article 17 (2) ("[E]mployers are required to provide evidence of payment of wages containing details of wages received by workers at the time of wages paid."), and Columbia Sportswear, Standards of Manufacturing Practices *re* Wages and Benefits ("Supplier[s] must also provide employees with a clear written accounting for every pay period....").

<sup>10</sup> See, Manpower Act No. 13/2003, Article 59.

<sup>11</sup> See, Law No. 13/2013 about Manpower, Article 54 (3) ("[A] work agreement as mentioned under subsection (1) shall be made in 2 (two) counterparts which have the same legal force, 1 (one) copy of which shall be kept by the entrepreneur and the other by the worker/ labourer.").

<sup>12</sup> See, Manpower Act No. 13 of 2003, Arts. 81 (1) ("Female workers/labourers who feel pain during their menstruation period and notify the entrepreneur about this are not obliged to come to work on the first and second day of menstruation.") and 93 (2) ("[T]he entrepreneur shall be obliged to pay the worker/labourer's wages if the worker/labourer does not perform work because of the following reasons: [...] The female workers/labourers are ill on the first and second day of their menstruation period so that they cannot perform their work [...]").

WRC that they were not granted such leave, and a review of the factory's payroll records confirmed this, resulting in the factory's failure to comply with national law.

### *Discrimination*

- **Age and Gender Discrimination in Hiring.** The WRC found evidence that Gaha Green discriminates on the basis of gender and age in its hiring of new employees. Discrimination in hiring on the basis of gender and age is a violation of Indonesian law, international agreements signed by the Indonesian government, university and buyer codes of conduct, and the City's Ordinance.

### *Harassment and Abuse*

- **Verbal Abuse.** Workers interviewed by the WRC reported being verbally abused by managers and supervisors if they were unable to meet the production target set by management. Verbal abuse of employees is prohibited by Indonesian law,<sup>13</sup> university and buyer codes of conduct, and the City's Ordinance.<sup>14</sup>

### *Occupational Safety and Health*

- **Most Serious Health and Safety Issues.** The most serious health and safety risks found were related to lax management of hazardous materials, fire safety concerns, including lockable fire exits and unlit evacuation maps, inadequate provision of personal protective equipment, and excessive heat levels in the factory. Other significant risks of injury are posed by the use of inadequate chairs for sewing machine operators and lack of anti-fatigue mats for workers who must stand for many hours during the day.
- **Other Health and Safety Issues.** Other issues of concern that were identified include the absence of occupational safety and health specialists on the factory's Health and Safety Committee and a lack of training for Committee members, poorly maintained first aid kits, and unhygienic restroom facilities.

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<sup>13</sup> See, Manpower Act No. 13 of 2003, Art. 86 (1) ("Every worker/ labourer has the right to receive protection on: a. Occupational safety and health; b. Morality and decency; and c. Treatment that shows respect to human dignity and religious values.").

<sup>14</sup> See, Adm. Code, Ch.12.U (h) ("No Contractor or Subcontractor shall subject any Worker to any physical, sexual, or other illegal harassment or abuse, including corporal punishment, illegal discrimination or retaliation for exercising his or her right to free speech and assembly or other rights protected under applicable labor or employment laws.").

The violations identified above, as well as the methodology by which the WRC reached these findings, are discussed in further detail in the body of this report.

### **C. Factory and Licensee Response**

The WRC provided Gaha Green and Columbia Sportswear with a draft copy of this report. For each finding of violation of applicable labor standards, the WRC provided recommendations for how the identified violation can be remedied and/or corrected going forward.

Columbia engaged with Gaha Green concerning the WRC's findings and recommendations for corrective action. Gaha Green in turn communicated to the WRC commitments for corrective actions in most, but not all, of the categories of violation the WRC identified.

The WRC reviewed Gaha Green's response and identified to the factory management where documentation of the implementation of the corrective actions to which the company had agreed was required, and where additional remedial commitments are still necessary. Gaha Green's commitments for corrective action and the WRC's assessment of these commitments are detailed in this report.

Overall, as discussed in this report, the WRC finds that the commitments already made by Gaha Green in response to this report, when fully implemented, will significantly address the majority of violations identified by the WRC. However, the WRC did find that in several significant areas, which are also noted in this report, further remedial commitments will be required. The WRC continues to engage with the factory management and Columbia to encourage the successful completion of this remediation process.

## **II. Methodology**

The WRC began its assessment of Gaha Green in April 2018. The findings and recommendations detailed in this report are based on the following sources:

- Interviews with 45 current Gaha Green production employees, 39 of which were conducted away from the factory and at locations chosen by interviewees;
- Interviews with Gaha Green managers that were conducted at the factory premises;
- A physical inspection of the factory conducted on July 4 and 5, 2018;
- A review of relevant company records, including payroll and attendance records; and

- A review of relevant Indonesian labor laws, international labor standards, the City’s Ordinance, and university and buyer codes of conduct.

### **III. Findings and Recommendations**

#### **A. Working Hours**

Employees at Gaha Green reported that their regular work schedule is to work Monday through Friday, starting at 6:30 am and ending at 3:00 pm. During the workday, employees take a 30-minute, unpaid meal break either from 11:30 am to 12:00 pm or from 11:45 am to 12:15 pm. In addition to these regular working hours, employees reported also consistently working an hour of overtime daily for which they are paid at the legal overtime rate.

A review of the factory’s payroll records indicates that many employees also work significant additional hours, bringing the total amount of overtime they perform (including the regularly scheduled one hour per day of overtime), to 73 to 93 hours per month. As many as 32 of these extra hours of overtime are worked on Saturdays, Sundays, or public holidays, and, as a result, these workers do not consistently receive a weekly day off.

#### **1. Mandatory and Excessive Overtime**

##### *a. Findings*

This work schedule violates Indonesian law, which limits the number of hours of overtime that employees may perform to three hours per day and 14 hours per week for a total of 56 hours per month.<sup>15</sup> However, as discussed above, some employees at Gaha Green work 73 to 93 hours of overtime per month – 17 to 37 hours more than the legally mandated maximum.

Indonesian law also requires overtime to be performed “voluntarily” by employees.<sup>16</sup> Workers informed the WRC that the extra hour of overtime that they performed daily was mandatory, as they were told that their regular workday ended at 4:00 pm. Management did not ask employees if they were willing to work this extra hour at the end of the formal work day. While some workers reported they did not mind working overtime in order to earn additional income,

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<sup>15</sup> See, Manpower Act No. 13 of 2003, Art. 78 (1) (“Entrepreneurs who require their workers/labourers to work longer than the working hours determined under subsection (2) of Article 77 must meet the following requirements: a. Approval of the relevant worker/labourer; b. Maximum overtime work of 3 (three) hours in a day and 14 (fourteen) hours in a week.”).

<sup>16</sup> Ibid.

including this hour of overtime as a required portion of employees' daily work schedule violates Indonesian law.

### *b. Recommendations*

The WRC recommends that Gaha Green takes the following measures to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance:

- Immediately cease the practices of (i) requiring employees to work overtime, and (ii) permitting workers to perform overtime above the legal maximum;
- Adopt a policy and inform all supervisors and managers that (i) requiring employees to perform overtime, and/or (ii) disciplining or otherwise discriminating against employees for refusing to perform overtime are prohibited and will result in discipline for the supervisor or manager responsible; and
- Communicate this policy through a written and verbal announcement to all employees, issued during work-time and posted in the factory, that: (i) the official work day ends at 3:00 pm and that any work after that point is purely voluntary, and (ii) no employee shall be disciplined or discriminated against in any way for refusing to work overtime.

### *c. Factory Response and Current Status*

Gaha Green's management expressed its intention to improve compliance with respect to ensuring that overtime is worked voluntarily and remains within the legal maximum hours, and to communicate this commitment to workers and supervisors. The WRC has requested Gaha Green to provide copies of this communication as well as documentation of its compliance with the labor law in this area, in the form of payroll and time records for recent pay periods.

## **2. Failure to Provide a Weekly Rest Day**

### *a. Finding*

Indonesian law and university codes of conduct both require that workers receive a weekly day of rest.<sup>17</sup> As noted above, Gaha Green contravenes this standard by requiring some employees to work in some instances, up to seven days per week, without a weekly rest day.

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<sup>17</sup> See, Manpower Act No. 13 of 2003, Art. 79 (2) (b); IMG College Licensing Company, Special Agreement on Labor Codes of Conduct, Schedule I, § II.B.2 (“[E]mployees shall ... (ii) be entitled to at least one day off in every seven day period.”).



### *b. Recommendation*

The WRC recommends that Gaha Green comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, by immediately ceasing requiring or permitting employees to work seven days in a row without a weekly day of rest.

### *c. Factory Response and Current Status*

Gaha Green's management expressed its intention generally to improve compliance with respect to ensuring that workers receive a weekly rest day, and to communicate this to workers and supervisors. The WRC has requested Gaha Green to provide copies of this communication as well as documentation of its compliance with the labor law in this area, in the form of payroll and time records for recent pay periods.

## **B. Wages**

### **1. Noncompliance with the City of San Francisco's Non-Poverty Wage Standard**

#### *a. Findings*

Workers interviewed by the WRC reported earning the local minimum wage applicable to garment factories in the Sumedang District where Gaha Green is located, which was set at 2,678,028 Indonesian rupiah ("IDR") (US\$ 175) per month in January 2018.<sup>18</sup> A minority of workers reported receiving a monthly shift allowance of IDR 10,000 – 30,000 (US\$ 0.66, – US\$ 1.97), bringing their salaries to between IDR 2,698,028 and IDR 2,708,028 (US\$ 177.47 – US\$ 178.13) per month. Workers reported also receiving a guaranteed annual bonus equaling one month's salary, as well as production bonuses, which are not guaranteed.

A review of the company's payroll records that was conducted during the WRC's onsite visit, confirmed the monthly wages reported by workers. Sample payroll records showed all workers receiving a monthly wage of IDR 2,678,028 (US\$ 175), excluding overtime, shift allowances, and annual bonus. Some workers also received a seniority allowance of IDR 200 (US\$ 0.01) per month per year of service at the factory.

While the wages workers receive from Gaha Green equate comply with the legal local minimum wage, these wages fall short of the minimum non-poverty wage standard established by the City's Ordinance for factories providing apparel supplied to the City. In 2018, the City set its

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<sup>18</sup> See, Sumedang District legal minimum wage, available at <https://www.dapurpendidikan.com/umk-umr-kabupaten-sumedang-jabar>.

minimum non-poverty wage standard for Indonesia at US\$ 1.91 per hour, excluding benefits, and at US\$ 2.29, including benefits.<sup>19</sup>

Since the regular workweek in Indonesia is 40 hours per week,<sup>20</sup> based on the workers' reported monthly wages, the average hourly wage at Gaha Green is IDR 16,737.67 (US\$ 1.10), including shift allowances and the guaranteed annual bonus, but excluding overtime pay and production bonuses.<sup>21</sup> Because this hourly wage only provides 58% of the City's non-poverty wage standard, should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City, it would place the factory in violation of the Ordinance.

### *b. Recommendations*

The WRC recommends that, should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City, the factory ensure noncompliance with the City's non-poverty wage requirement by increasing workers' base weekly wages, inclusive of annual bonuses, but exclusive of production bonuses, by amounts sufficient to provide a pay rate that complies with the City's non-poverty wage requirement for Indonesia. In that case, should payment of the non-poverty wage not be financially feasible, the WRC recommends that Fechheimer and Galls assist Gaha Green in complying with this standard.

### *c. Factory Response and Current Status*

Gaha Green's management did not respond directly to this finding but did note that the factory does not currently produce for Fechheimer and has not done so for some time. For this reason, the factory is not currently required to comply with the City's non-poverty wage standard and the factory's current buyers, Columbia and College Vault, are not in a position to require such compliance.

As noted, the WRC recommends that, should Gaha Green resume manufacturing uniforms for Fechheimer and Galls for supply to the City, the factory ensure noncompliance with the City's non-poverty wage requirement by increasing workers' base weekly wages, and that Fechheimer and Galls assist Gaha Green in complying with this standard.

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<sup>19</sup> See, Sweatfree Contracting Ordinance (Administrative Code Chapter 12U), "2018 International Wage and Benefit Rates," available at

[https://sfgov.org/olse/sites/default/files/Document/2018\\_Wage%20Rates%20International\\_0.pdf](https://sfgov.org/olse/sites/default/files/Document/2018_Wage%20Rates%20International_0.pdf).

<sup>20</sup> Manpower Act No. 13 of 2003, Art. 77 (2).

<sup>21</sup> The City Ordinance states that the non-poverty wage requirement applies to the "minimum wages" payable to employees, suggesting that payment for overtime hours and production bonuses, which are not guaranteed, should not be counted toward compliance with this standard, but that shift allowances and annual bonuses, which are guaranteed should be counted for this purpose. City Code, Ch. 12.U.3 (b).

## **2. Failure to Provide Adequate Pay Statements**

### *a. Findings*

A review of workers' pay slips revealed that Gaha Green has failed to meet the requirements of Indonesian labor law concerning provision of pay statements to employees. The pay slips that the company provides specify workers' total monthly salary, total overtime paid, and deductions from their wages for social insurance contributions.

However, Indonesian law requires employers to also provide workers on their pay slips with such information as the number of regular and overtime hours that employees have worked and the rates of pay that workers have received for these hours.<sup>22</sup> As the company currently does not include this information on workers' pay slips, it fails to comply with the law.

### *b. Recommendations*

To comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, the WRC recommends that Gaha Green issue employees pays slips that provide details concerning the number of regular and overtime hours worked, rate of pay for these types hours, and deductions made from workers' wages for benefits.

### *c. Factory Response and Current Status*

Gaha Green's management asserted that its current pay slips comply with the requirements of Indonesian law. WRC asked Gaha Green to explain the justification for this assertion given that Indonesian law requires that pays slips indicate the number of regular and overtime hours worked, rate of pay for these types hours, and deductions made from workers' wages for benefits and this information is not included on the company's current pay slips. The WRC will continue to press Gaha Green to add this information to workers' pay slips.

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<sup>22</sup> See, Government Regulation No. 78 of 2015 concerning wages, Article 17 (2) (“[E]mployers are required to provide evidence of payment of wages containing details of wages received by workers at the time of wages paid.”).

## C. Terms of Employment

### 1. Unlawful Use of Short-term Contracts

#### *a. Findings*

Indonesian law permits companies to hire workers under either indefinite-term (open-ended) or short-term (fixed duration) employment contracts but places restrictions on the types of employment for which short-term contracts are permitted. The law limits the use of short-term contracts to jobs that are of a limited duration (estimated to take no more than three years to complete) *and* are contingent in nature, such as seasonal employment or work related to manufacturing an experimental product.<sup>23</sup> Accordingly, Indonesia’s Manpower Ministry has prohibited the employment under short-term contracts of workers whose job duties are “continuous, uninterrupted[,] ... not confined by a timeframe[,] ... are part of a production process in an enterprise[,] [and] ... are not seasonal.”<sup>24</sup>

Gaha Green’s use of short-term contracts to employ workers at the factory violates these statutory and regulatory restrictions. None of the Gaha Green employees who were interviewed by the WRC were either seasonal workers or were involved in producing experimental products. Instead, all of these workers whom the WRC interviewed were employed year round in manufacturing the company’s existing line of apparel products and had been employed by Gaha Green for several years.

Nevertheless, nearly 70% of the Gaha Green workers whom the WRC interviewed self-reported that they were employed under short-term contracts. A review of the company’s payroll records generally confirmed employees’ testimony regarding their contractual status, revealing that slightly more than 60% percent of the 2,282 employees working at Gaha Green in July 2018 were classified as “contractors,” meaning that they were employed under short-term contracts.

Gaha Green also violates the limitations that Indonesian law places on the total length of time that a worker can be employed under short-term contracts and the number of times that such contracts can be renewed. Workers may only be employed under short-term contracts for up to

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<sup>23</sup> See, Manpower Act No. 13/2003, Article 59 (1) (“[A ]work agreement for a specified period of time can only be made for specific jobs, which, because of the type and nature of the job, will finish in a specified time, that is: a. Work that is performed and completed at once or work that is temporary in nature; b. Work whose completion is estimated for a period of time no longer than three (3) years; c. Seasonal work; or d. Work that is related to a new product, a new activity or an additional product that is still in an experimental stage or try-out phase.”) and (2) (“[A] work agreement for a specified period of time cannot be issued for jobs that are permanent in nature.”).

<sup>24</sup> Law 13/2003 Concerning Manpower, Explanatory Notes concerning Article 59 (2).

three years,<sup>25</sup> and these contracts can only be renewed once,<sup>26</sup> before employees must be issued long-term contracts. All of the workers interviewed by the WRC who were employed under short-term contracts, however, had had their employment contracts renewed multiple times, in violation of the law's restrictions. One worker who was interviewed has been employed under a series of short-term contracts for nine years – three times the maximum legal duration.

#### *b. Recommendations*

The WRC recommends that Gaha Green take the following measures to remedy and prevent future violations of Indonesian law, and by extension, university codes of conduct and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance in relation to its use of short-contracts:

- Immediately cease using short-term contracts to employ workers whose positions are not temporary, including all non-seasonal production employees;
- Convert the current contracts of all non-seasonal workers under short-term contracts to indefinite term contracts reflecting their original starting dates of employment; and
- Provide monetary compensation to workers unlawfully employed under short-term contracts for any benefits they have not received that are legally required to be paid and/or are customarily provided by the factory to workers under indefinite term contracts.

#### *c. Factory Response and Current Status*

Gaha Green committed to the WRC that the company will provide indefinite term contracts to all employees with more than three years' seniority, which will be a significant improvement in the factory's labor practices. The WRC responded by recognizing this commitment and requesting details on the schedule for its implementation. The WRC also requested that Gaha Green explain the company's basis for not providing indefinite term contracts to all employees whose work is not of a seasonal or temporary nature, as the WRC's Indonesia law generally requires this, regardless of the employees' length of service.

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<sup>25</sup> See, Manpower Act No. 13/2003, Article 59 (3-4) (“[A] work agreement for a specified period of time can be extended or renewed. (4) A work agreement for a specified period of time may be made for a period of no longer than two (2) years and may be extended only one time for an additional period that is no longer than one (1) year.”).

<sup>26</sup> Ibid.

## **2. Failure to Provide Workers with Copies of Their Employment Contracts**

### *a. Findings*

New employees at Gaha Green reported to the WRC that they did not receive copies of their employment contracts, despite signing such contracts upon beginning work at the factory. Workers added that they were called to the manager's office to sign these contracts, which were then retained by the human resources manager. Failure to provide employees with copies of their employment contracts violates Indonesian law.<sup>27</sup>

### *b. Recommendations*

To comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, the WRC recommends that Gaha Green provides copies to all its employees of their employment contracts.

### *c. Factory Response and Current Status*

Gaha Green has not responded to the WRC's recommendation that the factory provide all workers with copies of their employment contracts. The WRC has reiterated this recommendation to Gaha Green and Columbia and, again, requested a response.

## **D. Statutory Paid Time Off**

### **1. Failure to Provide Legally Required Menstrual Leave**

#### *a. Findings*

Women workers at Gaha Green testified unanimously to the WRC, and a review of the factory's payroll documents confirmed that, contrary to the requirements of Indonesian law,<sup>28</sup> these employees were not provided with any paid menstrual leave during the first two days of their menstrual periods.

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<sup>27</sup> See, Law No 13/2013 about Manpower, Article 54 (3) (“[A] work agreement as mentioned under subsection (1) shall be made in 2 (two) counterparts which have the same legal force, 1 (one) copy of which shall be kept by the entrepreneur and the other by the worker/ labourer.”).

<sup>28</sup> See, Manpower Act No. 13 of 2003, Arts. 81 (1) (“Female workers/labourers who feel pain during their menstruation period and notify the entrepreneur about this are not obliged to come to work on the first and second day of menstruation.”) and 93 (2) (“[T]he entrepreneur shall be obliged to pay the worker/labourer's wages if the worker/labourer does not perform work because of the following reasons: [...] The female workers/labourers are ill on the first and second day of their menstruation period so that they cannot perform their work....”).

### *b. Recommendations*

In order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, the WRC recommends that Gaha Green:

- Advise female employees of the availability of, and provide upon request, paid menstrual leave during their menstrual periods;
- Provide female employees with compensation for the factory's prior failure to offer such leaves, by paying workers two days' wages in lieu of such leave, for each month of employment, back to the worker's date of hire or the statutory limit, whichever is more recent.<sup>29</sup>

### *c. Factory Response and Current Status*

Gaha Green stated that it would review its policies regarding provision of menstrual leave to ensure compliance with Indonesian labor law. The WRC requested that Gaha Green inform the WRC of the current status of the factory's provision of menstrual leave to female workers and to commit to compensate workers for previous non-provision of this leave.

## **E. Discrimination in Hiring**

### **1. Gender and Age-based Hiring Discrimination**

#### *a. Findings*

The WRC found that Gaha Green discriminates on the basis of gender and age in its hiring of new employees. On January 9, 2018 Gaha Green posted a hiring notice listing among the necessary qualifications for employment that job applicants should be women between 18 and 27 years of age. Regardless of whether Gaha Green actually enforces this requirement in its hiring, such a requirement is discriminatory as it intentionally discourages male applicants and female applicants older than 27 years of age from seeking employment at the factory.

Indonesian labor law clearly states that workers shall have "the same opportunity to get a job without discrimination" and lists gender among those factors whose use is prohibited in hiring decisions.<sup>30</sup> While the law does not list age among those factors whose use is prohibited in

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<sup>29</sup> Id., Art. 96 ("Any claim for the payment of the worker/labourer's wages and all other claims for payment that arise from an employment relation shall expire after lapse of 2 (two) years since such right arose.").

<sup>30</sup> See, Law No 13/2013 about Manpower, Article 5 ("Any manpower shall have the same opportunity to get a

hiring decisions, Indonesia is a signatory to the Madrid International Plan of Action on Ageing (MIPAA) (2002), the leading international agreement addressing age-based rights, which commits signatory countries to “eliminating...age discrimination,” including in employment.<sup>31</sup>

Moreover, university and buyer codes of conduct prohibit gender and age discrimination in employment, including in hiring.<sup>32</sup> Gaha Green violated these standards with its job posting that stated age and gender requirements for applicants.

### *b. Recommendations*

In order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City’s Ordinance, the WRC recommends that Gaha Green:

- Establish, maintain, and inform all supervisors and managers of an explicit policy prohibiting any form of discrimination, including on the basis of gender and age in employment, in job postings, and other hiring activities; and
- Communicate this policy through a written and verbal announcement to all employees, during work-time and posted in the factory, that no applicant or current employee will be discriminated against on the basis of his or her gender, age, or other factors.

### *c. Factory Response and Current Status*

Gaha Green stated that the factory would correct its hiring policies to end gender and age-based discrimination and communicate this to employees. The WRC has requested that Gaha Green provide documentation to verify that this corrective action and communication have occurred.

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job without discrimination.”); *and id.*, Explanatory Notes (“Every person who is available for a job shall have the same right and opportunity to find a decent job and to earn a decent living without being discriminated against on grounds of *sex*, ethnicity, race, religion, political orientation, in accordance with the person’s interest and capability, including the provision of equal treatment to the disabled.”). (emphasis added)

<sup>31</sup> See, Madrid International Plan of Action on Ageing and the Political Declaration, *available at* [http://www.un.org/en/events/pastevents/pdfs/Madrid\\_plan.pdf](http://www.un.org/en/events/pastevents/pdfs/Madrid_plan.pdf).

<sup>32</sup> See, IMG College Licensing Company, Special Agreement on Labor Codes of Conduct, Schedule I, § II.B.7 (“No person shall be subject to any discrimination in employment, including hiring, on the basis of gender ... [or] age....”); Columbia Sportswear, Standards of Manufacturing Practices, re Nondiscrimination (“Supplier must not subject any person to any discrimination in employment, including in hiring ... on the basis of race, religion, *gender* ... *age* ... or other status of the individual unrelated to the ability to perform the job.”) (emphasis added).



## **F. Harassment and Abuse**

### **1. Verbal Abuse**

#### *a. Findings*

Workers interviewed by the WRC reported being verbally abused by managers and supervisors if they were unable to meet the production targets set by the factory management. One worker reported that on her first day of work, she was told to return home by the team leader for failing to reach the target. According to the worker, the team leader scolded her, saying, “You go home; here is the place to work, [and] not play.” Verbal abuse of employees is prohibited by Indonesian law,<sup>33</sup> university codes of conduct,<sup>34</sup> and the City’s Ordinance.<sup>35</sup>

#### *b. Recommendations*

To comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City’s Ordinance, the WRC recommends that Gaha Green take the following steps:

- Implement a policy prohibiting verbal abuse or any other form of abuse, and inform all supervisors and managers that they will be subject to discipline if they should verbally abuse or use any other form of abuse against an employee; and
- Communicate this policy, through written and verbal announcement, to employees, including how to bring a complaint should they be subjected to verbal or other abuse.

#### *c. Factory Response and Current Status*

Gaha Green stated that the factory would implement a policy prohibiting verbal abuse and communicate this to employees, supervisors and managers. The WRC has requested that Gaha Green provide documentation to verify that this corrective action and communication have occurred.

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<sup>33</sup> See, Manpower Act No. 13 of 2003, Art. 86 (1) (“Every worker/ labourer has the right to receive ... [t]reatment that shows respect to human dignity....”).

<sup>34</sup> See, IMG College Licensing Company, Special Agreement on Labor Codes of Conduct, Schedule I, § II.B.8 (“Harassment and Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any ... psychological or verbal harassment or abuse.”).

<sup>35</sup> See, Adm. Code, Ch.12.U. (h) (“No Contractor or Subcontractor shall subject any Worker to any ... illegal harassment or abuse....”).

## G. Occupational Health and Safety

### 1. Excessive Heat Levels

#### a. Findings

Workers interviewed by the WRC stated that the factory is sometimes very hot and dusty and that the factory’s ventilation fans do not maintain a comfortable temperature for employees. The WRC’s inspection of Gaha Green on July 4 and 5, 2018 found that in some areas of the factory temperatures exceeded the limits permitted under Indonesian law (see Table 1 below), which mandates that, in facilities employing workers on a continuous basis, temperatures must be maintained below 31 degrees Celsius (88 degrees Fahrenheit).<sup>36</sup>

**Table 1: Temperatures, Relative Humidity, and Heat Index, Gaha Green, July 4-5, 2018**

Time	Area		Temperature		R.H.%	Heat Index		Inside Temp.> Inside R.H.% > Outdoor Temp. Outdoor R.H.%	
			°C	°F		°C	°F		
09:30	Outside		26.1	79.0	55	N/A	N/A	N/A	N/A
09:15	Building N12-15:	<b>Production</b>	<b>31.8</b>	<b>89.2</b>	<b>50</b>	<b>34</b>	<b>93.2</b>	Yes	No
09:15	Building N1-2:	Production	28.2	82.8	51	28.8	83.8	Yes	No
09:25	Building N3:	Warehouse	30.7	87.3	49	31.9	89.5	Yes	No
09:25	Building N5:	Warehouse	29.7	85.5	49	30.5	86.8	Yes	No
09:40	Building N16-17:	Production (center of building)	28.5	83.3	52	29.2	84.6	Yes	No
09:40	Building N16-17:	QC area	28.7	83.7	50	29.3	84.7	Yes	No
10:00	Building N25-26:	Production	27.5	81.5	54	28.2	82.8	Yes	No

Notes: “>” = greater than; “R.H.” = Relative Humidity. Temperatures in **bold** represent legal violations. Heat Indices in **bold** represent a “moderate risk” to employees according to U.S. Occupational Safety and Health Administration guidelines.<sup>37</sup>

On the day of the WRC’s inspection, the outside temperature reading measured at 26.1 degrees Celsius, while readings inside the factory ranged between 28.2 to 31.8 degrees Celsius (83 to 89 degrees Fahrenheit, two to five degrees Celsius (four to nine degrees Fahrenheit) above the outside temperature. The highest reading was in Building N12-N15, where, at 31.8 degrees Celsius (89 degrees Fahrenheit) the temperature was above the legal limit. Given that average temperatures in Bandung are comparatively lower in July (30 degrees Celsius / 86 degrees

<sup>36</sup> See, Minister of Manpower and Transmigration, Regulation No. 5/2018 Concerning Occupational Health and Safety and Work Environment, Appendix 1 (“[T]hreshold limit value index re permitted work temperatures (WBGT), Working time arrangement per hour (75-100%), Light Work is 31 degrees Celsius.”).

<sup>37</sup> See, U.S. Occupational Safety and Health Administration, “Using the Heat Index: A Guide for Employers,” available at [https://www.osha.gov/SLTC/heatillness/heat\\_index/pdfs/all\\_in\\_one.pdf](https://www.osha.gov/SLTC/heatillness/heat_index/pdfs/all_in_one.pdf).

Fahrenheit) than they are in other periods of the year, it is likely that temperatures in other areas of the factory also exceed the legal limits during the hotter months of the year.<sup>38</sup>

Accordingly, the WRC found that Gaha Green has not taken necessary measures to properly maintain temperatures at the threshold levels as required by Indonesian law.<sup>39</sup> The factory management has not installed thermometers inside the factory to record indoor temperatures. And, while Gaha Green has installed roof insulation, to help reduce the heat intake of the building, and some exhaust fans, to improve ventilation, the company has not installed any cooling devices, such as evaporative pads or air conditioning, which could help maintain temperatures within the limits permitted by Indonesian law.

### *b. Recommendations*

The WRC recommends the following measures to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance and address excessive heat levels in the factory:

- Take measures to maintain temperatures below 31 degrees Celsius in all areas of the factory at all times, by installing, if necessary, additional exhaust fans, ventilation fans, evaporative cooling pads, and air-conditioning;<sup>40</sup> and
- Install thermometers and regularly record temperature readings in the factory to monitor effectiveness of these measures and determine whether other measures should be taken to address excessive heat.

### *c. Factory Response and Current Status*

Gaha Green stated that the factory was addressing excessive heat levels by:

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<sup>38</sup> Temperatures in Bandung range from 32 to 34 degrees Celsius between the months of September and November. See, World Weather Online, Bandung Monthly Climate Averages, available at <https://www.worldweatheronline.com/bandung-weather-averages/west-java/id.aspx?PageSpeed=noscript>.

<sup>39</sup> See, Minister of Manpower and Transmigration, Regulation No. 5/2018 Concerning Occupational Health and Safety and Work Environment, Articles 2 and 3 (“[E]mployers and / or administrators must implement the requirements of OSH and [the] work environment .... [T]he requirements for OSH and work environment ... include: a. Controlling of physical factors and chemical factors to be below the threshold limit value.”).

<sup>40</sup> Evaporative cooling pad systems reduce temperatures by drawing air through vertically mounted irrigated fiber pads. See, e.g., Brian Strobel, Richard Stewart, and Ted Short, “Evaporative Cooling Pads: Use in Lowering Indoor Air Temperature,” fact sheet (Ohio State Univ. 1999).

- Making physical improvements to factory buildings to improve ventilation and airflow by (i) opening large ventilation windows, (ii) modifying exterior building coverings, and (iii) improving the performance of exhaust fans; and
- Installing thermometers and regularly recording temperature readings in each factory building.

The WRC requested photographs of the physical improvements to the factory buildings and records of temperature readings from the newly installed thermometers in order to verify the corrective actions and determine their adequacy.

## 2. Fire Safety: Lockable Exit Doors and Unlit Evacuation Maps

### a. Findings

The WRC inspection noted that the factory’s exit doors are sliding doors with fittings that enable the doors to be padlocked (*See Figure 1*), although they were unlocked at the time of the WRC’s visit. The potential for these doors to be padlocked, trapping workers inside the factory, creates a fire safety risk that violates applicable safety standards.<sup>41</sup>



**Figure 1: Lockable Sliding Exit Door**

The WRC also found that the posted evacuation maps, which can guide workers to exits in case of an emergency, were difficult to read and were not equipped with an auxiliary light source (*See Figure 2*), making them potentially unusable in cases involving significant smoke or a power outage, and thereby fail to comply with Indonesian safety standards.<sup>42</sup>

### b. Recommendations

The WRC recommends that Gaha Green takes the following measures to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City’s Ordinance:

<sup>41</sup> See, Ministry of Manpower, Instruction 11/M/BW/1997, Technical Guide for the Monitoring of Fire Protection System (October 21, 1997), Art 4(5) (“Watch [i.e., inspect] the emergency exit. [Are] there barriers that may obstruct, is there way direction [i.e., signage], is there emergency lighting.”).

<sup>42</sup> Id.

- Replace all sliding and lockable exit doors with outward-swinging doors equipped with “panic bars” to ensure rapid exit in case of emergencies; and
- Post evacuation maps that are easy to read and equipped with an auxiliary light source.

### *c. Factory Response and Current Status*

Gaha Green stated that it would (i) evaluate the factory’s existing exit doors for legal compliance, and (ii) post evacuation maps that are easy to read and equipped with an auxiliary light source. The WRC has requested that Gaha Green provide photographs of the new evacuation maps along with their auxiliary lighting and commit to replacing the existing sliding lockable exit doors with outward-swinging exit doors without lockable features.



**Figure 2: Evacuation Map without Auxiliary Lighting**

## **3. Unsanitary Restroom Facilities**

### *a. Findings*

During the factory inspection, the WRC found that some of the restrooms were dirty and unsanitary and/or lacked adequate supplies, such as soap for handwashing. These conditions violate Indonesian law which requires that employee restrooms be clean and in good repair.<sup>43</sup>

### *b. Recommendations*

The WRC recommends that to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing for Fechheimer for supply to the City) the Ordinance, Gaha Green should ensure that restrooms are cleaned several times daily and well-stocked with hand soap.

<sup>43</sup> See, Ministry of Manpower, Regulation No. 5/2018 Concerning Occupational Health and Safety and Work Environment, Article 34 (1) (“[T]oilets as intended in Article 33 paragraph (2) letter a, must [be maintained per the] following: a. [C]lean and does not cause odor; b. There are no flies, mosquitoes, or other insects; c. A well-drained drain is available; d. Clean water is available e. [Be equipped] [c]omplete with door; f. Have enough lighting; g. Have good air circulation; h. [Be] [c]leaned every time periodically, and; i. Can be used during working hours; (2) [C]omplete toilet facilities as referred to in paragraph (1) [must] at least include[:] a. toilet; b. enough clean water; c. rinse tool; d. trash can; e. hand washing place, and; f. Soap.”).

*c. Factory Response and Current Status*

Gaha Green stated that it would improve its practices regarding its maintenance and supply of the restrooms, including checking their cleanliness three times daily. The WRC has requested that Gaha Green provide photographs of the improvements to these facilities.

#### **4. Inadequate First Aid Facilities**

*a. Findings*

The WRC found that first aid kits in various work areas of the factory lacked many of the supplies, such as tweezers, distilled water, flashlights, and scissors, that are required under Indonesian law (*See Figure 3*).<sup>44</sup>



**Figure 3: First Aid Kit with Missing Supplies**

*b. Recommendations*

The WRC recommends that to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, Gaha Green should immediately replace supplies missing from first aid kits and ensure that kits are regularly maintained to comply with Indonesian law.

*c. Factory Response and Current Status*

Gaha Green stated that it would improve its practices regarding stocking of first aid boxes and would check them weekly. The WRC has requested that Gaha Green provide photographs of the improvements to the first aid boxes.

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<sup>44</sup> *See*, Regulation of the Minister of Manpower and Transmigration, Regulation Number PER.15 / MEN / VIII / 2008 re First Aid in the Workplace, Appendix II, Content of the First Aid Kit (“[S]terile gauze, 5 centimeter bandage, 10 centimeter bandage, 1.25 centimeter wide plaster, quick plaster, 25 grams of cotton, 25 grams triangle cloth or sling, scissors, safety pins, disposable gloves (in pairs), mask, tweezers, flashlight, eye wash glass, clean plastic bags, distilled water (100 ml. saline solution), iodine (60ml), alcohol 70%, first aid workplace guidebook, notebook, and list of the kit’s contents.”).

## 5. Chemical Storage and Labelling

### a. Findings

The WRC found that the area designated by Gaha Green to store chemicals does not provide adequate protection against exposing employees to potential hazards or accidents, and, therefore, does not comply with Indonesian health and safety regulations.<sup>45</sup> Chemicals are stored in an open area that is separated by only a permeable metal fence from a walkway used by employees and an area where workers perform their daily prayers (*See Figure 4*).



**Figure 4: Exposed Chemical Storage Area**

Additionally, the factory's screen printing section lacks adequate ventilation, and the area where paint is mixed for screen printing is not equipped with a local exhaust hood. These conditions are of particular concern, because one of the chemicals used in this area requires a well-ventilated space for use in order to avoid inhalation and eye irritation for employees.

The WRC also found that Gaha Green violated Indonesian workplace safety regulations,<sup>46</sup> by failing to provide labeling on some of the containers containing chemicals with instructions for safe handling, storage, and clean-up in case of spills.

### b. Recommendations

In order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, the WRC recommends that Gaha Green:

- Provide local exhaust hoods in locations where chemicals are mixed;
- Label all containers containing chemicals with instructions in the local language on safe handling, storage, and clean-up procedures in case of spills; and

<sup>45</sup> Ministry of Manpower, Decree, No. KEP.187 / MEN / 1999, Concerning controlling of hazardous chemicals in the workplace, Article 2 (“[E]mployers or administrators who use, store, utilize, produce and transport hazardous chemicals in the workplace must control hazardous chemicals to prevent work accidents and occupational diseases.”).

<sup>46</sup> Act No. 1 of 1970 on Safety, Article 3 (“Control of hazardous chemicals referred to in Article 2 includes: a. the provision of ... labels.”).

- Maintain a separate and enclosed chemical storage area in a location away from the main production area.

### *c. Factory Response and Current Status*

Gaha Green stated that the factory had installed exhaust hoods in the chemical mixing areas, and established a separate and enclosed chemical storage area in a location away from the main production area. The company also committed that it would improve its labeling of containers containing chemicals with instructions on safe handling, storage, and clean-up procedures. The WRC has requested that Gaha Green provide photographs of all of these improvements to the factory's chemical containment, storage and labeling practices.

## **6. Personal Protective Equipment**

### *a. Findings*

The WRC found that Gaha Green did not provide adequate personal protective equipment (“PPE”) to workers handling chemicals in the screen printing area. Workers were observed to wear simple medical masks, which do not protect against chemical vapors.

The factory also did not provide its employees with protective gloves, aprons, or goggles. In addition, workers reported that Gaha Green does not provide respiratory masks to any of the factory's other workers to protect against cotton dust. Workers who wished to have these masks to protect themselves against cotton dust were required to purchase these themselves.

The factory's failure to provide workers with this PPE violates Indonesian health and safety regulations which require employers to provide to employees, free of charge, all equipment necessary to protect workers' health and safety.<sup>47</sup>

### *b. Recommendations*

In order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, the WRC recommended that Gaha Green provide all workers with the PPE necessary for them to safely perform their respective tasks, including, but not limited to, gloves, aprons, and respiratory masks. This PPE should be provided free of charge and should be replaced when necessary.

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<sup>47</sup> See, Manpower Act No. 13 of 2003, Art. 86 (1); (“[E]very worker/ laborer has the right to receive the following protections: a. Occupational health and safety; [...]”); Act No. 1 of 1970 on Safety, Art. 9 (1) (“[A] manager shall demonstrate and explain to every worker ... b) all obligatory safety devices and protective equipment provided by the workplace, c) personal protective equipment provided for the required personnel, d) the safety systems and conduct necessary for performing work.”).



### *c. Factory Response and Current Status*

Gaha Green stated that the factory was improving its practices with regard to provision of PPE and would regularly check that workers have the correct equipment. The WRC has requested that Gaha Green provide photographs of protective gloves, masks, and aprons that it has issued to workers.

## **7. Ergonomics**

### *a. Findings*

The WRC found that sewing machine operators at Gaha Green work seated on wooden benches that lack padded seat pans, arm or lumbar support, and vertical, swivel, or back angle adjustments, in violation of Indonesian safety law (*See Figure 5*).<sup>48</sup> Employees placed their own cushions on the benches in an attempt to make them more comfortable.

Extended use of such ergonomically inadequate seating, for hours at a time, on a nearly daily basis, has been long associated with musculoskeletal injury to the back and shoulders among garment workers.<sup>49</sup> Workers who were of taller than average height, in particular, told the WRC that sitting on these benches gave them back pain.

Seating that meets minimum ergonomic standards must be equipped with back and arm rests, padded seat pans, swivels, seat height and back angle adjustments, and lumbar support. Provision of proper seating is recognized as crucial to reduce the incidence of musculoskeletal injury and pain among garment workers.<sup>50</sup>

The WRC observed that employees working in Gaha Green's cutting operations and quality inspections are also at risk for musculoskeletal injury. Employees in these two departments work



**Figure 5: Backless Unpadded Seating**

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<sup>48</sup> See, Ministry of Manpower, Regulation No. 5/2018, Concerning Occupational Health and Safety and Work Environment, Articles 2 and 23, Appendix 6 re Ergonomic Factor Standard (“[E]mployers and / or administrators must implement the requirements of OSH and work environment by [M]easuring and controlling ergonomic factors in the workplace that have ergonomic hazard potential... [S]eats must be made in such a way that people who work with sitting attitudes get comfortable and do not experience stresses on body parts that can interfere with blood circulation in certain muscles.”).

<sup>49</sup> See, e.g., Nag, A., Desai, H., and Nag P., "Work Stress of Women in Sewing Machine Operation" *Journal of Human Ergology* 21(1):47-55 (1992).

<sup>50</sup> See, e.g., Herbert, R., Dropkin, J., Sivin, D., Doucette, J., Kellog, L., Bardin, J., Warren, N., Kass, D., and Zoloth, S., "Impact of an Ergonomics Program Featuring Adjustable Chairs on Upper Extremity Musculoskeletal Symptoms Among Garment Workers" (1997).

in a standing position for prolonged periods of time without anti-fatigue floor mats or standing chairs, in violation of Indonesian law.<sup>51</sup>

### *b. Recommendations*

The WRC recommends that, in order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, Gaha Green:

- Provides employees who work in a seated position with chairs that meet minimum ergonomic standards, equipped with back and arm rests, padded seats, casters and swivel, seat height and back angle adjustments, and lumbar support; and
- Provides anti-fatigue mats and standing stools for employees who work in a standing position.

### *c. Factory Response and Current Status*

Gaha Green stated that the factory would provide cushioned floor mats for employees who work in a standing position, and would replace the existing unpadded bench seating for other production workers with padded chairs with back support. The company stated that this process would be completed in March 2019. The WRC has requested that Gaha Green provide photographs of the new chairs and cushioned floor mats and indicate whether this corrective action has been fully completed.

## **8. Falling Hazards**

### *a. Findings*

The WRC found that Gaha Green violated Indonesian safety standards concerning risks to workers from falling hazards.<sup>52</sup> One such risk was presented by a hole on the surface of the walkway to the toilets in Building N1-2. This hole was uncovered and unmarked, creating a hazard for workers who could trip and fall on the way to and from the restrooms.

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<sup>51</sup> See, Ministry of Manpower, Regulation No. 5/2018 Concerning Occupational Health and Safety and Work Environment, Appendix 6 re Ergonomic Factor Standard.

<sup>52</sup> Manpower Act No. 13 of 2003, Art. 86 (1) (“[E]very worker/ laborer has the right to receive the following protections: a. Occupational health and safety....”).

### *b. Recommendations*

The WRC recommends that, in order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, Gaha Green ensure that the hole in the surface of the walkway is properly filled and that all the floors through the factory are even and do not present falling hazards.

### *c. Factory Response and Current Status*

Gaha Green stated that the factory has repaired the hole on the surface of the walkway. The WRC has requested that the factory provide photographs documenting this repair.

## **9. Health and Safety Committee**

### *a. Findings*

During the inspection, the WRC met with Gaha Green's Health and Safety Committee. However, in conversations with the committee, it became clear that committee members were not effectively trained to provide information to Gaha Green's broader workforce on the various hazards in the workplace, as well as how to ensure safety and respond in case of an emergency. Additionally, the Health and Safety Committee did not include in its membership an Occupational Safety and Health (OSH) specialist, as is required by Indonesian law.<sup>53</sup>

### *b. Recommendations*

The WRC recommends that, in order to comply with Indonesian law, university codes of conduct, and (should Gaha Green resume manufacturing uniforms for Fechheimer for supply to the City) the City's Ordinance, Gaha Green take the following measures:

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<sup>53</sup> See, Manpower Regulation Number PER.04 / MEN / 1987 regarding Occupational Safety and Health Committees (in Indonesian, *Panitia Pembina Keselamatan dan Kesehatan Kerja*, "P2K3") and Procedure for Appointment of Occupational Safety Experts, Article 1(d) ("The Occupational Safety and Health Committee, hereinafter referred to as P2K3, is a supporting body in the workplace, which is a forum for cooperation between employers and workers to develop mutual understanding and effective participation in the application of occupational safety and health."); Article 3 ("(1) The P2K3 membership consists of elements of employers and workers whose composition consists of Chairperson, Secretary and Members. (2) The P2K3 Secretary is an Occupational Safety expert from the company concerned. (3) The P2K3 is determined by the Minister or the Official appointed by the proposal from the employers or management concerned.").

- Implement and regularly provide OSH training to Health and Safety Committee members;
- Identify and employ a OSH specialist to join the Health and Safety Committee; and
- Ensure the Committee involves production workers in its membership.

*c. Factory Response and Current Status*

Gaha Green stated that the factory now employs a certified occupational health and safety officer who will be responsible for establishing and training a health and safety committee that involves production workers and meets regularly. The WRC has requested that Gaha Green provide a listing of the members of the committee with job titles and the minutes of its most recent meetings and training agenda.

**IV. Conclusion**

Although the violations identified in this report are significant, Gaha Green has made meaningful commitments for corrective action of the majority of instances of noncompliance. Confirmation of the implementation of these commitments is necessary, and, in some cases, Gaha Green must still commit to additional remedial measures. The WRC is optimistic, however, that with ongoing engagement by the collegiate licensee, Columbia Sportswear, the factory can achieve substantial compliance with university labor standards.