



Federasi Serikat Buruh Kebun Sawit Kalimantan Barat

Sekretariat: Jalan Trans Kalimantan, Desa Teraju, Kecamatan Toba, Kab. Sanggau, Kalimantan Barat

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Nomor Pencatatan: 568/02/HI-SP/2023

Press Release

Retaliatory employee transfer to silence criticism at PT Sumatera Jaya Agro Lestari (SJAL) of Gunas Group

Background of the Transfer Scheme

In January 2026, management at PT. SJAL Gunas Group West Kalimantan unexpectedly issued transfer instructions for two palm oil workers from PT Sumatera Jaya Agro Lestari (SJAL) in Sanggau Regency. The workers were reassigned to other companies within the Gunas Group: PT Agrindo Prima Niaga (APN) and PT Sumatera Makmur Lestari (SML), both in the neighboring Sekadau Regency.

Ms. Yublina Yuliana Oematan and Mr. Irdjan Bahrudin Dode held prominent leadership roles within the PT. SJAL Plantation Workers Union and the West Kalimantan Palm Oil Plantation Labor Union Federation (FSBKS-KB). Ms. Oematan served as the Chair of the union at PT SJAL and the Chair of the FSBKS-KB Federation, while Mr. Dode served as the Head of the Education and Organizing department. As union leaders, they are entitled to special protections under national law and international labor standards.

Chronology of the Transfer Process

The transfer decree for Mr. Dode was issued by the management of PT SJAL on January 14, 2026, with letter number 025/GM/GG-Kalbar/I/2026, and the news was communicated on January 19, 2026. He was informed he would start working at PT. SML on February 2, 2026. Mr. Dode verbally rejected the transfer, but management insisted it was a company regulation. On January 21, 2026, he was summoned again and informed that the transfer letter would be sent via WhatsApp. Mr. Dode reiterated his objections. Management described the transfer as a policy for "refreshment" and promised to escalate his complaint. On January 27, 2026, Mr. Dode received the transfer letter and submitted a written rejection the next day, citing family circumstances. His elderly mother required intensive care, his wife was recovering from surgery, and his mother-in-law's age made relocation difficult.

In a letter dated January 20, 2026, No. 017/SEM Reg. Sekadau/GG-Kalbar/01/2026, titled: Staff Request for PT. APN-Sekadau Plantation, SEM Reg. Sekadau Ir. Hasyim requested that GM Gunas Group - West Kalimantan transfer one field employee from the Sekadau region plantation to PT. APN Selatan (Agroindo Prima Niaga), located at Kebun Kelapa Sawit Seluak Estate (SLKE). On the same day, PT SJAL management issued a transfer decision letter for Mrs. Oematan to PT APN Selatan, with letter number 048/GM/GG-Kalbar/I/2026, effective February 2, 2026, and communicated this on January 23, 2026. Mrs. Oematan visited the new location on January 27, 2026, to assess the conditions and sent a letter rejecting the transfer, questioning the reason. However, PT. SJAL management stated that their decision is final, and Mrs. Oematan is no longer allowed to fill in for absences in PT. SJAL.

On February 11th, Mrs. Oematan and Mr. Dode reported their case to the head of the Sanggau Regency Manpower and Transmigration Office, requesting a resolution for the industrial relations dispute against Mr. Askolav, STP, the management head at PT SJAL.



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Meanwhile, the management of the transferred location PT. APN sent job summons letters to Mrs. Oematan on February 5, 11, and 14, followed by a dismissal letter 006/11/HRD/2026, which took effect on February 19. However, the dismissal letter itself was dated February 2, 2026, which is quite odd, considering the summons letters were sent after that.

Basis for Transfer Rejection

Both workers refused the transfers, citing their lack of involvement in the decision, conditions at the transfer site, personal reasons, and the legal basis for the transfer. PT. SJAL admitted that the transfers were neither promotions nor demotions and refused to include any rights and guarantees, such as wages, job status, and support facilities, with the transfer. The transfers took place between companies with different legal entities, thereby waiving PT. SJAL's employment rights over the workers. All these conditions suggest an attempt to isolate both employees from their current locations, where they are organizers of trade union collective actions.

Geographical and Logistical Challenges

The transfer locations were roughly 190-195 km from PT. SJAL, with an additional 160-180 km on difficult roads. The route was muddy during the rainy season and dusty in the dry season, making access especially difficult for female workers with families. Management at PT. APN and field supervisors were unaware of the transfer, and the necessary housing is still under construction. The nursery where Ms. Oematan was assigned had seven workers who commuted daily from their villages, none of whom lived in company housing.

Invalid Company Regulations and Legal Framework

The transfers were based on company regulations that are probably invalid, as they were never communicated to workers or officially registered with the Manpower Office. There was neither a thorough dissemination nor a government requirement to accept them. Workers' refusal, expressed through bipartite negotiations and complaints to the district manpower office, is met with management issuing warning letters while the dispute resolution process continues. Management exerted pressure by threatening legal consequences for absence from the new workplace, despite the ongoing bipartite process.

The management of PT SJAL unilaterally and clearly imposed this transfer plan within one month on workers who had served on the plantation for over 20 years without any record of misconduct during their employment. Additionally, PT SJAL management has deliberately and non-procedurally avoided fulfilling its duties and obligations to its employees by transferring responsibility for resolving industrial relations to the transfer locations, namely PT SML and PT APN. As a result, the management of PT SML and PT APN issued unilateral termination letters to individuals who were not yet legally employed by those entities. The management of the transfer locations, PT SML and PT APN, sent out dismissal letters to individuals who did not consent to work there. Mr. Dode was terminated by PT SML on February 14, 2026, and Mrs. Oematan by PT APN on February 18, 2026, due to absences from work. The management cited Article 168 of Law No. 13 of 2003 concerning Manpower as a reference. However, the



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referenced article is no longer valid in light of Constitutional Court Decision No. 168/PUU-XXI/2023.

The fact that Mr. Dode and Mrs. Oematan's refusal to work at the transfer location was ignored, and they remained registered there without their consent, as confirmed by a unilateral letter of dismissal, indicates the presence of forced labor practices.

Union Advocacy and Company Practices

Before these events, the PT. SJAL Plantation Workers Union actively raised concerns about violations and labor issues. Ms. Oematan and Mr. Dode played key roles in forming the union, advocating for issues such as the lack of safe transportation for schoolchildren, non-transparent wage schemes, and barriers to taking leave for union activities. Workers faced wage deductions for union-related absences, and many were not enrolled in mandatory social and health insurance, leaving them vulnerable. The provision of personal protective equipment was inadequate, and health checks were rarely performed. Workers handling chemicals often rinse off in plantation ditches, as PT. SJAL did not provide proper cleaning facilities or PPE.

Impact and Advocacy of Union Leaders

Ms. Oematan's leadership amplified the voices of women workers and challenged management practices. Her involvement in research and international advocacy further raised awareness of labor issues. She actively promotes the importance of protecting workers' rights in the palm oil industry, especially those of female plantation workers, at various international events organized by IPOWU (International Palm Oil Workers United) and Mondiaal FNV in the Netherlands and Colombia. She also participates in several national events, such as in Jakarta, where the Indonesian Manpower Minister, Mr. Yassierli, attended the 3rd International IPOWU Conference last September, and in Pontianak with the University of Tanjungpura.

Mr. Dode's advocacy efforts exposed rights violations, contributed to international research on the impact of agrochemicals on palm oil workers conducted by the Netherlands-based Research Institute Profundo, and, as a certified occupational safety instructor, he is active in raising awareness of OHS and workers' rights. His firm stance as Head of Education and Organization at the Federation likely didn't reassure PT. SJAL.

Critical Reporting and Management Response

Over time, Ms. Oematan and Mr. Dode have represented the PT. SJAL Plantation Workers Union, which has been vocal in criticizing company management and labor practices to government agencies such as the Sanggau Regency Manpower Office. The most recent report is dated November 26, 2025. The union's efforts were driven by slow responses and difficulty in securing space for meaningful dialogue with PT. SJAL management. On February 18, 2026, representatives of the PT. SJAL Plantation Workers Union responded to a summons for clarification of the report and to provide statements from the Sanggau Regency Manpower Office Supervisor and the West Kalimantan Provincial Manpower Inspector. The



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management's response, which included forced transfers and unilateral terminations, strongly suggests retaliation against the union's activities and factual reporting.

Legal Principles and Industrial Relations

While employers have the right to transfer workers, Indonesian labor law requires that transfers be conducted fairly, transparently, and without discrimination. Transfers should not be used as punishment or retaliation for union activities. Transfers between legal entities require employee consent, and refusing inappropriate transfers is a legitimate exercise of rights. Disciplinary action should be based on objective evaluation and proportionality, not as a means of coercion.

Union Busting and Criminal Sanctions

Article 28 of Law No. 21 of 2000 prohibits employers from interfering with union activities, including through transfers, intimidation, or other actions targeting union officials. Violations can lead to criminal penalties under Article 43 of Law No. 21 of 2000.

Article 6 of the Manpower Law guarantees equal treatment for all workers. Transfers targeting union officials constitute discrimination based on organizational activity and increase suspicions of retaliation.

Dispute resolution through bipartite negotiations should be rooted in deliberation and consensus, reflecting good faith and transparency. If negotiations are just formalities before making unilateral decisions, the principle of good faith is broken.

Indonesia has ratified several ILO conventions that guarantee freedom of association, protection against discrimination, and special safeguards for union representatives. These standards govern industrial relations practices. Transfers and disciplinary actions involving union officials violate obligations to respect freedom of association.

Companies must identify risks, prevent negative impacts, and provide remedies. The transfer policies of PT SJAL, PT APN, and PT SML, all part of the Gunas Group Kalbar, lacked risk analysis, consultation, or grievance mechanisms, demonstrating a failure of human rights due diligence.

Global Supply Chain Impacts

PT. SJAL supplies international buyers such as KAO, Lion Japan, Wilmar Cahaya Pontianak, Meiji Group, General Mills, Nestlé, ADM, Oleon, Barry Callebaut, and Reckitt. These buyers enforce Responsible Sourcing policies and codes of conduct that require respecting labor rights, including freedom of association, and prohibiting anti-union actions.

Buyers' sustainability standards might offer additional protection, and violations such as union busting are significant issues to report through grievance mechanisms. However, a lack of effective supply chain due diligence can raise risks for workers, as buyer pressure on prices and demands for efficiency may result in tighter labor cost controls and restrictions on union activities.



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International buyers must respect human rights across their supply chains and intervene if violations happen. Failing to recognize and act on anti-union actions shows a weakness in due diligence.

Workers can utilize global supply chain grievance mechanisms alongside domestic channels. Buyers' participation boosts compliance pressure through audits and corrective measures. Active buyer engagement is essential to safeguarding the freedom of association and the rights of union officials.

Legal Demands and Restoration of Rights

Workers and union organizations submit the following demands:

1. Declare the transfers of Ms. Yublina Yuliana Oematan and Mr. Irdjan Bahrudin Dode null and void because they were discriminatory, lacked consent, and violated union protection principles.
2. Declare the termination of employment due to transfer rejection legally invalid.
3. Reinstate the positions, titles, work locations, and employment rights of both workers to their original roles at PT SJAL without any conditions.
4. Stop all repressive disciplinary measures related to rejecting improper transfers.
5. Guarantee that there will be no further retaliation against the two workers or other union members and officials.
6. Pay all owed normative rights during the dispute period, including wages, benefits, and other entitlements.
7. Respect and acknowledge the freedom of association and union activities within the company.
8. Develop and enforce internal policies that uphold freedom of association and non-discrimination across all management levels.
9. Engage in fair social dialogue with labor unions and involve union officials in employment policy decisions.
10. Ensure access to independent social audits on freedom of association and industrial relations.
11. Demand active oversight from labor inspectors, mediators, and criminal investigations into alleged anti-union actions.
12. Encourage buyers and RSPO members to perform due diligence, independent investigations, and take corrective actions against suppliers if violations are confirmed.
13. Stop forcing employees to transfer as a form of forced labor.



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14. Urge the Indonesian government to proactively ensure human rights due diligence in palm oil businesses, especially as the HRDD Bill is nearing approval.

Conclusion

These demands concentrate on supporting affected workers, resolving systemic issues in the Indonesian palm oil sector and plantations, and securing long-term protection for freedom of association within the company and its global supply chain.



Teraju, 23 February 2026

FSBKS Kalimantan Barat

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