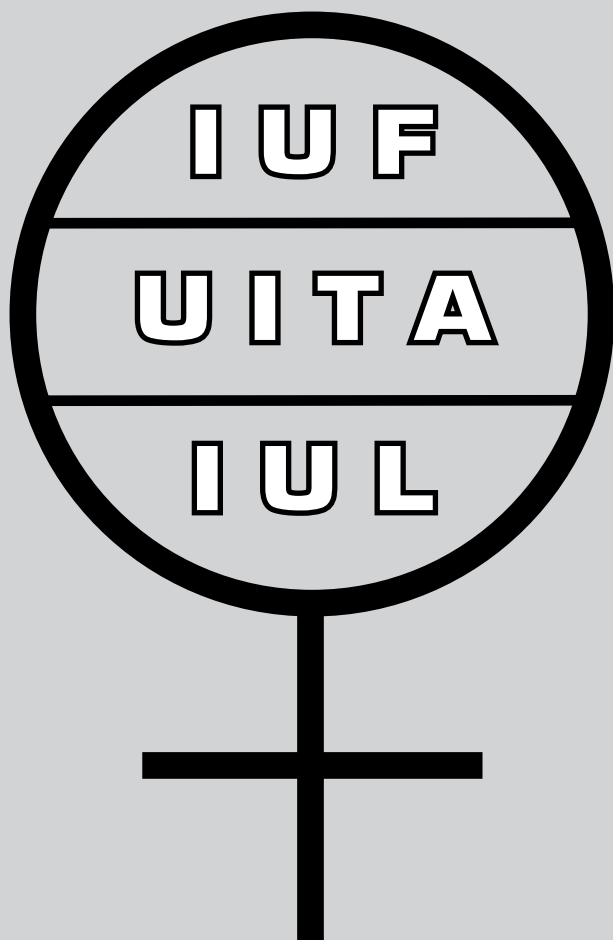


# **Maternity Protection: Collective Bargaining and Legislative Reform**

**Practical Resources**

**Collated from the IUF Asia/Pacific  
2004/2005 Subregional Maternity Protection Workshops**



Between 2004 and 2005, the IUF Asia and Pacific Regional Secretariat facilitated a series of four sub-regional workshops on ILO Convention 183 and Maternity Protection.

Southeast Asia:	Jakarta, Indonesia, September 2004
South Asia:	Kolkata, India, May 2005
Northeast Asia:	Seoul, South Korea, October 2005
Pacific:	Nadi, Fiji, November 2005

These workshops brought together women trade union activists and leaders from IUF affiliated unions in a total of 17 countries, to discuss ways of improving maternity protection through collective bargaining and union campaigns to reform national legislation.

This first part of this booklet (sections 1 – 4) is intended as a resource for unions in the region to use in collective bargaining. Although this is by no means a complete record of the examples shared and discussed during the four workshops, the booklet does bring together some examples of CBA best practice as reported by the unions during the workshops, and some achievements from the campaigns launched as a result of the workshops.

The final part of the booklet is a case study from South Korea on the struggles waged by women workers for legislative reform regarding maternity protection. The coalitions formed amongst different trade unions and women's organisations were successful in achieving two different sets of amendments (in 2001 and 2005) to the laws governing women workers' rights. The story of the Korean sisters' struggle provides a good example of what can be achieved when women unite for change across political and organisational differences.

Full reports of each of the sub-regional workshops are available by writing to the IUF Asia and Pacific Regional Secretariat, and a full set of resources on maternity protection, including this booklet and comparisons of national legislation in the region are available in pdf form at:

[www.asianfoodworker.net/maternity](http://www.asianfoodworker.net/maternity)

The workshops were supported by FNV Mondiaal, the ILO, IUF A/P and the IUF-JCC.

# 1. Standard-setting CBA Clauses

## Maternity Protection in the Asia/Pacific Region

Area	Workplace/Company (Union)	Clause
Length of Leave	Hyatt Indonesia property (FSPM)	4 months maternity leave (1 month above legal minimum)
	Panseal Hotel Cambodia (CTSWF)	100 days maternity leave with no limit on the number of births (10 days above legal minimum)
	Snow Brand Dairy, Fujiya Confectionary (Food Rengo)	7 weeks before childbirth and 8 weeks after childbirth (1 week above legal minimum)
Cash Benefits	Indonesia: Hyatt property, Alila Hotels property, Four Seasons Resorts property, (FSPM) Panseal Hotel Siam Reap (CTSWF)	Full pay plus service charge and all other allowances
	Intercontinental Hotels property, Indonesia (FSPM)	Full salary (not inc. service charge) plus Rp.500,000 cash payment
Medical Benefits	Hyatt Indonesia property, (FSPM)	All childbirth costs (home, hospital, normal & caesarean) and post-natal care covered by employer
	Various CBAs negotiated by NUWHRAIN	Full medical benefits offered by employer for pre- and post-natal care as well as childbirth
Health Protection (lighter duties)	Nestle Korea (NKLU), Coca Cola Bottling Korea (National CBA negotiated jointly with enterprise unions at 4 sites), Lotte Hotel Seoul (KFSU)	Upon request, the Company shall transfer pregnant union members to less intensive work and shall not demand overtime work without worker's consent
	British American Tobacco (BATEU)	Pregnant or breastfeeding women can ask to be moved from areas of radiation and may not be asked to work standing up or at night

FSPM: Independent Federation of Hotel Unions, Indonesia; KFSU: Korean Federation of Private Service Unions; CTSWF: Cambodian Tourism and Service Workers Federation; BATEU: British American Tobacco Employees Union, Malaysia; NUWHRAIN: National Union of Workers in Hotel, Restaurant and Allied Industries, Philippines; NKLU: Nestle Korea Labour Union; NZDWU: New Zealand Dairy Workers Union; Food Rengo, Japan.

Area	Workplace/Company (Union)	Clause
Health Protection (leave during pregnancy for medical checks)	Hyundai Dept. Store (KFSU)	The company shall provide one day's paid leave per month for pregnant union members to get regular health check-ups
Health Protection (leave after childbirth in case of complications)	Pansea Hotel Siam Reap (CTSWF)	An additional 100 days leave may be given for health reasons (with medical certificate) at full salary plus benefits
Premature Delivery, Miscarriage & Stillbirth	Coca Cola Bottling Korea (National CBA negotiated jointly with enterprise unions at 4 sites)	Regular maternity leave shall apply to delivery after at least four months and also to miscarriage, still birth and pre-term birth
	Lotte Hotel Seoul (KFSU)	Paid leave shall be given in cases of miscarriage, stillbirth or preterm birth as follows: <ul style="list-style-type: none"> <li>• under 12 wks: 5 days</li> <li>• 12-28 wks: 45 days</li> <li>• Over 28 wks: same as for full-term or healthy delivery</li> </ul>
Employment Protection	Hyatt Indonesia property (FSPM)	Explicitly guarantees right of return to same position after maternity leave or different position with same wages & seniority
Breast Feeding/ Lactation Breaks	Hyundai Dept Store (KFSU), Coca-Cola Bottling Korea, Nestle Korea (NKLK)	Upon request by a woman union member with a child of less than one year, the company must grant a break, and apart from this, two 30-minute breastfeeding breaks per day
Childcare Leave/Flexible Working Hours	Lotte Hotel Seoul (KFSU)	Upon request, the company shall grant one day of paid leave per month to women union members with children under one year old

Area	Workplace/Company (Union)	Clause
Paternity leave/parental leave	Fonterra (DWU)	12 weeks leave at 80% wages (plus govt allowance) for any employee (male or female, irrespective of gender, sexual orientation or marital status) who is the 'primary caregiver' of an infant under five years – including cases of adoption; Plus an additional 9 months leave without pay upon request. Plus 14 days leave at 100% wages for the parent or partner (of the parent of the child) at the time of delivery or adoption
	Hyundai Dept Store (KFSU)	Upon request by a union member the company shall grant the member unpaid parental leave of up to one year <i>including</i> the maternity leave period.

## 2. Model CBA of UI ZENSEN (Japan) on Maternity Protection

Area	Clause
Menstrual leave	When a woman for whom work during menstrual periods would be especially difficult has requested leave, the employer shall give her leave which shall be regarded as worked.
Morning Sickness Leave	An employer shall provide necessary morning sickness leave (Maximum of 14 days per pregnancy) when a pregnant worker so requests. This leave is regarded as days worked.
Nursing breaks/Time-off for Child Care	A union member who nurses his/her baby (less than 1 year old) is entitled to two 45 minute nursing breaks per day. These breaks are regarded as worked. Upon request, the worker may take one (90)-minutes break instead of two (45)-minutes breaks.
Special Leave	An employer shall provide special leave as follows, which will be regarded as days worked; <ul style="list-style-type: none"> <li>• (5) days when spouse gives birth</li> </ul>

Area	Clause
Medical examination leave	<p>Upon request, an employer shall provide leave so that a pregnant or breastfeeding worker (up to 1 year after childbirth) can have medical check-ups as follows. The time and days used for this purpose are regarded as worked.</p> <ul style="list-style-type: none"> <li>• Up to 23 weeks pregnant: every 4 weeks</li> <li>• 24-35 weeks pregnant: every 2 weeks</li> <li>• 36 weeks – childbirth: every week</li> </ul> <p>However, if a doctor gives different instructions, an employer shall secure necessary leave in accordance with a doctor's instruction.</p> <p>With regard to breastfeeding workers (within 1 year after childbirth), in the event that a doctor gives an instruction for medical guidance or healthcare check, an employer shall grant the necessary time-off.</p>
Working hours and health protection	<ol style="list-style-type: none"> <li>1. An employer shall allow staggered office hours or shorter working hours for a pregnant woman upon her request.</li> <li>2. An employer, in the event a pregnant woman or nursing mother so requests, shall not assign her more than 8 working hours per day and 40 hours per week.</li> <li>3. Upon request, an employer shall not make a pregnant or breastfeeding woman perform late-night work.</li> <li>4. Other regulations on working conditions for pregnant women or nursing mothers: <ul style="list-style-type: none"> <li>(a) <i>Healthcare during pregnancy and after childbirth:</i> The employer shall take the necessary measures, such as alteration of working hours and lightening of jobs, in order to enable the women workers they employ to comply with the directions based on the health guidance and medical examinations under Mother and Child Health Law.</li> <li>(b) <i>Regulation on engaging in hazardous or harmful work for pregnant women:</i> An employer shall not make a pregnant woman or nursing mother engage in work involving the handling of heavy materials, work in places where harmful gas is generated, or other harmful work.</li> <li>(c) <i>Change to light work for pregnant women:</i> In the event that a pregnant woman so requests, an employer must allow her to change to other light work.</li> </ul> </li> <li>5. An employer shall appoint a "Work-Family Co-existence Facilitation Officer" in order to cope with working and family lives of workers.</li> </ol>

Area	Clause
<p>Maternity leave (before and after childbirth leave)</p>	<ol style="list-style-type: none"> <li>1. An employer shall provide a pregnant woman worker maternity leave as follows:                             <ul style="list-style-type: none"> <li>• 8 weeks before childbirth upon her request</li> <li>• 8 weeks after childbirth compulsory (no need of her request)</li> <li>• (14 weeks before childbirth in the case of multiple pregnancies)</li> </ul> <p>An employer shall guarantee 60% or more of a worker's wage including financial benefits which are provided by other organizations other than her company during maternity leave.</p> </li> <li>2. An employer shall provide at least 10 days child nursing leave for union members who are the primary carer of a child up to the 4th grade of elementary school. Wages during leave shall be determined through labour-management consultation.</li> <li>3. An employer shall take necessary measures such as restriction of work, shortening working hours or providing leave according to the instruction of a doctor, in the event that a worker received any instruction on symptoms related pregnancy or childbirth from her doctor.</li> </ol>

### 3. Korean Federation of Private Service Workers' Unions (KFSU) Model Collective Bargaining Agreement

Area	Clause
<p>Article 125: Gender Equality and Maternity Protection</p>	<ol style="list-style-type: none"> <li>1. In accordance with the ideal of equality in the [South Korean] Constitution, the Equal Employment Act, and the Gender Discrimination Prevention and Relief Act, the company will not directly or indirectly disadvantage anyone in employment and all work conditions for reason of being a member of a particular gender, and will guarantee equal opportunities and treatment.</li> <li>2. For maternity protection and toward redressing existing discrimination, the company shall not view preference for women as discrimination and instead introduce diverse systems preferential to women toward achieving gender equality.</li> <li>3. When a national institution or judicial body recognizes that discrimination against a worker has occurred, the company must restore the victim's honor or put a stop to the discrimination and must pay compensation to the union member.</li> </ol>

Area	Clause
<p>Article 132: Employment protection</p>	<ol style="list-style-type: none"> <li>1. With regard to dismissal, the company shall not discriminate against women workers vis-à-vis male workers for reason of gender.</li> <li>2. The company cannot dismiss a women worker for reason of her marriage, pregnancy, childbirth, miscarriage.</li> <li>3. The company may not, without reasonable and fair criteria, prioritize for dismissal workers who are married and work in the same company, workers in dual-income families, workers in departments that have a lot of women.</li> </ol>
<p>Article 135: Menstruation Leave</p>	<p>The company shall provide women employees with one day of paid menstruation leave per month, and regardless of the circumstances, shall not make changes to the date requested. Provided, that unused menstruation leave be compensated with average wages.</p>
<p>Article 136: Leave for prenatal checkups</p>	<p>The company shall provide a pregnant woman union member with regular [medical] checkup leave at one day per month up to 6 months, 2 days a month from the 7th month of pregnancy and 1 day a week from 9 months of pregnancy.</p>
<p>Article 137: Family Care-giving Leave</p>	<ol style="list-style-type: none"> <li>1. When a male or female union member who needs to care for an ill or injured family member applies for family care-giving leave, the company shall provide paid leave for up to a year.</li> <li>2. The company shall not treat anyone disadvantageously for reason of having taken 1 year-paid family care-giving leave and shall include the time on leave as continuous service.</li> </ol>
<p>Article 138: Prenatal and Postnatal Leave (Maternity Leave)</p>	<ol style="list-style-type: none"> <li>1. The company shall provide 100 or more days of paid leave to a pregnant women union member and guarantee that 60 or may days be provided after childbirth. Provided, that a woman pregnant with twins be given 112 days of paid maternity leave with a guarantee of 70 or more days after childbirth.</li> <li>2. During maternity leave, existing wages must be guaranteed as if the person had worked those days, including bonuses and all allowances, and even if the worker received part of these wages from the government through its general funds or unemployment insurance, the company shall not cut wages or calculate wages disadvantageously for this reason.</li> <li>3. After prenatal and postnatal leave, the company must restore her original position and shall not take any disadvantageous measures with regard to promotion, reassignment, merit rating, or work experience against her will.</li> </ol>

Area	Clause
	<ol style="list-style-type: none"> <li>4. Even though the leave has expired, when she submits a doctor’s diagnosis that additional recuperation is needed, the company shall extend the leave for the duration needed.</li> <li>5. When childbirth does not happen by the expecting date leaving less than 60 days after childbirth, the company shall extend paid postnatal leave until the 60 days after childbirth.</li> <li>6. In cases where it is medically proven that pregnancy or childbirth has contributed to an illness, the company shall provide extra paid sick leave even after or before childbirth.</li> <li>7. When a union member’s spouse undergoes childbirth, the company shall provide male union members with 7 days of paid caregiver leave.</li> </ol>
<p>Article 139: Miscarriage, Stillbirth, Pre- term delivery</p>	<p>When a pregnant female union member has a miscarriage, stillbirth or preterm delivery, the company shall provide the following paid leave.</p> <ol style="list-style-type: none"> <li>1. When a premature birth or stillbirth occurs after 8 months of pregnancy (here, 8 months means over 197 days as calculated on the basis of one month being 28 days,) it shall be treated the same as a full term delivery.</li> <li>2. When a miscarriage, preterm delivery or stillbirth occurs from 4 to 7 months of pregnancy (here, 7 months means up to 196 days by calculating 28 days per month), the company must provide 50 or more days of paid leave after the event.</li> <li>3. For miscarriages that occur before 4 months, the company shall provide over 7 and within 30 days of paid leave with a doctor’s opinion. Provided, that upon submission of a doctor’s opinion or other objective proof, paid leave must be provided in cases where, owing to differences from person to person such as faster fetal development, the mother’s health could be damaged and she requires leave.</li> <li>4. If the duration of leave in the previous clauses have been used and the woman has a doctor’s diagnosis that says she requires more recuperation, additional paid leave shall be provided.</li> <li>5. The company shall not take any disadvantageous measures with regard to promotion, reassignment, merit rating, work experience, wages or paid leave against someone for using paid leave relating to miscarriage, stillbirth, and preterm delivery.</li> </ol>

Area	Clause
<p>Article 140: Workplace Childcare Facilities</p>	<ol style="list-style-type: none"> <li>1. In order to support the continued working life of an employee, the company shall install and operate childcare facilities from ( ) month, ( ) year.</li> <li>2. The cost of the place and facilities required by installation of childcare facilities shall be fully borne by the employer, and the company must bear over 80% of the costs needed for operating the facility.</li> <li>3. When the company cannot install or select and contract childcare facilities, the company must pay a “childrearing allowance” to workers with children who have not yet enrolled in school, and the childrearing allowance shall amount to the real and full childcare costs at a state childcare facility.</li> </ol>
<p>Article 141: Parental Leave</p>	<ol style="list-style-type: none"> <li>1. The company shall approve of applications for parental leave submitted by male or female employees to raise their children of less than 3 years of age.</li> <li>2. Parental leave shall not exceed 3 years including the maternity leave period, and this period of time shall be included in continuous service, and 1-year of wages shall be provided at the rate of 80% of ordinary wages before going on parental leave.</li> <li>3. The company shall not lower the wages provided for reason that the person receives unemployment insurance funds during the parental leave.</li> <li>4. The company must immediately reinstate a person returning from parental leave to their original position and shall not take any disadvantageous measures with regard to job reassignment, promotion, work experience, or wages.</li> <li>5. Parental leave can be freely divided up and used on separate occasions.</li> </ol>
<p>Article 142: Nursing Breaks</p>	<ol style="list-style-type: none"> <li>1. The company must provide 1 hour of nursing break twice a day for all women union members who have an infant under age 1 and request breastfeeding breaks.</li> <li>2. The company must be equipped with a breastfeeding room or a lounge for the exclusive use of breastfeeding and lockers.</li> <li>3. Companies that are unable to provide childcare facilities in the workplace shall decrease the working hours of women union members who are thus unable to use breastfeeding break such that one hour of working time is taken off from her coming to work and leaving work time schedule.</li> </ol>

Area	Clause
<p>Article 143: Overtime, Night and Holiday Work</p>	<ol style="list-style-type: none"> <li>1. The company cannot ask a women employee to do over-time, night work or holiday work without first obtaining her consent and agreement from the union.</li> <li>2. The company cannot ask a pregnant worker or woman in the first year after her delivery to do overtime, night or holiday work, but if she requests such work and the company obtains her consent, the prior agreement of the union, and after having received the decision of the Work Safety and Health Committee, the company may.</li> <li>3. In order to prohibit a pregnant woman or woman in the first year after her delivery from doing overtime, night and holiday work, the company must secure a substitute.</li> <li>4. Upon a pregnant women employee’s request, the company must reassign her to a more lightweight job assignment.</li> <li>5. When a company assigns a woman to do night work, in order to prevent sexual violence, the company must assign at least two woman and take other safety measures to prevent sexual violence.</li> </ol>

## 4. Fonterra – New Zealand Dairy Workers’ Union Collective Bargaining Agreement

### *Appendix 3 PARENTAL LEAVE POLICY*

This policy has been established in line with our EEO Policy and the requirement to ensure the Company supports the need to establish a balance between work and nonwork life for our employees, as well as supporting their careers.

The provisions detailed in this policy are in lieu of those similar provisions contained in the Parental Leave and Employment Protection Act 1987 (the “Act”) (and should thus be read in conjunction with the Act).

Where these definitions and entitlements apply they are in lieu of similar provisions contained in the Act. Nothing in this Policy shall be interpreted as granting the employee double benefits. If matters to do with an entitlement are not referred to in this Policy, then the Act shall prevail.

The following parental leave provisions will apply to all permanent employees, effective from 1 July 1999:

#### **1. PRIMARY CAREGIVER**

**Definition:** The Primary caregiver is the parent (of the child that this application relates to) or partner of the parent, who, irrespective of marital status, gender or

sexual orientation, is intending to be the principal parent looking after the child during paid parental leave. Specifically, the primary caregiver's sole purpose for leave must be to care for the child. Note that in accordance with the Act, the partner does not have to be married to the child's mother, however, they must be living together in the nature of marriage.

**Note:** Where this definition requires further clarification, we will refer to the precedents set under the Act.

**Entitlement:**

**Birth:** Every employee shall be entitled to paid parental leave in accordance with this policy.

- Who is the primary caregiver of the child; and
- Who, at the expected date of delivery, will have been for the immediately preceding 12 months employed by the Company in a permanent capacity,

**Adoption:** Every employee shall be entitled to paid parental leave in accordance with this policy.

- Who is the primary caregiver and assumes the care of the child who is not more than five years old; and
- Who, at the date on which he/she first assumes the care of the child, will have been for the immediately preceding 12 months in the employment of the Company in a permanent capacity

**Provisions:**

1. Twelve weeks paid parental leave at 80% of earnings at time of leave (alternatively, 24 weeks paid leave at 40% of earnings at time of leave). This will offset the government's contribution to paid parental leave.
2. This will be paid at the time the leave is taken.
3. This leave cannot be accrued.
4. The Company will continue deductions for/payment of medical insurance on behalf of the employee for the period for which paid leave is nominated ie 12 or 24 weeks. After this time, continuation of medical insurance is the responsibility of the employee.
5. Up to a further 9 months leave without pay (as under the Act).
6. Paid leave may commence prior to birth/adoption, providing the adequate notice as required by the Act has been provided and approved by relevant manager.
7. Reasonable special paid leave will be provided for pre-natal consultations or interviews/court appearances etc associated with any adoption process.

8. For female employees, reasonable sick leave during pregnancy is deemed to be part of the current sick leave provisions.
9. For female employees, all practical support will be provided during the pregnancy if the employee has difficulty fulfilling the duties required of her. This shall be assessed and negotiated on a needs basis and will be at the discretion of the appropriate Site Manager.
10. Post-birth/adoption, the Company shall provide all reasonable support to make the re-orientation back into the workplace as smooth as possible for both primary caregiver and baby. This may include part-time/reduced hours initially, time for post-natal/plunket/medical appointments, technology to support working from home, meetings set within core hours.
11. The provision of the Kiwi Clubhouse Learning Centre is available to those at Whareroa Site to care for the children. This also includes a room in which breast-feeding/expressing milk can take place.
12. The needs of the individual shall be assessed and negotiated on a needs basis and will be at the discretion of the appropriate Site Manager.
13. The Company will be open to ideas of individual parents where job-sharing or project work whilst on parental leave, for example, may be proposed.
14. Paid Parental Leave is only available twice (parental leave under the Act is available thereafter).

**Support Provisions:**

1. The Company provides a parental leave information kit that outlines employees' entitlements, responsibilities and options.
2. Guidelines for managers on managing staff prior to, during and on return from parental leave, are available.
3. The Company will consider the following support provisions whilst on parental leave where deemed to be relevant:
  - Invitations to team meetings
  - Input into key decisions affecting her position
  - Invitations to relevant training
  - Invitations to Company events, social club occasions etc.

## 2. SUPPORT CAREGIVER

**Definition:** Either the parent or partner (of the child that this application relates to) of the primary caregiver. Partner refers to any person whose relationship to the primary caregiver is in the nature of marriage, irrespective of marital status, gender or sexual orientation.

**Entitlement:**

**Birth:** Every employee shall be entitled to paid parental leave in accordance with this policy.

- Who is the support caregiver; and
- Who, at the expected date of delivery of that child, have been for the immediately preceding 12 months in the employment of the Company in a permanent capacity

**Adoption:** Every employee shall be entitled to paid parental leave in accordance with this policy.

- Who is the support caregiver; and
- Who, at the date on which the primary caregiver first assumes the care of the child, will have been for the immediately preceding 12 months in the employment of the Company in a permanent capacity

**Provisions:**

1. In the case of rostered employees, 14 days paid leave at 100% of salary at time of leave. These 14 days are inclusive of rostered days on and rostered days off.
2. This leave may commence on any date, following agreement between the employee and the Company.
3. This leave may be taken within one month prior to the expected date of delivery or adoption or within one month after the actual date of delivery or adoption.
4. This leave cannot be accrued.
5. In extreme/special circumstances, any further paid leave shall be assessed on an individual needs basis at the discretion of, and approval of the relevant Site Manager.
6. Special paid leave shall be granted at the discretion of the employee's manager with regard to attending pre-natal consultations or other requirements/demands at that time specifically relating to the partner's pregnancy.
7. Special paid leave shall be provided for interviews/court appearances etc associated with the adoption process.

**Note:** The Company has the right to review any application and suggest alternative dates for the leave.

**Support Provisions:**

- The Company provides a parental leave information kit that outlines employees' entitlements, responsibilities and options.
- Guidelines for managers on managing staff prior to, during and on return from parental leave, are available.

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**5. Case Study:  
National Struggles for Maternity Protection in South Korea**

**Solidarity Coalition:**

In August 2000, eight organizations formed a nationwide coalition to campaign for the amendment of the two laws related to women workers: the Labor Standards Act (LSA), and the Equal Employment Act (EEA). The coalition was called the "Solidarity for Reform of Laws on Women Workers" (see box) and it submitted a petition calling for the revision of relevant laws. Besides the concrete achievements of the movements to amend the laws, it was also significant that the two national centres, or labour confederations, in Korea, came together with women's organisations as well as with two newly formed women's trade unions, to campaign jointly on women's issues.

**"Solidarity for Reform of Laws on Women Workers Coalition"**

- one national coalition (formed Aug 2000)
- coordinated efforts (2001 campaign)
- solidarity amongst NGOs and unions:

Unions

Korean Women's Trade Union (KWTU), Seoul Women's Trade Union (SWTU), Korean Confederation of Trade Unions (KCTU), Federation of Korean Trade Unions (FKTU)

NGOs

Korean Women Associations United (KWAU), Korean National Council of Women (KNCW), Womenlink, Korean Women Workers Associations United (KWWAU)

**The Demands:**

On Labor Standards Act reform: Women worker organizations argued (1) that the costs for maternity protection should not be borne completely by the employer, but by social insurance, and (2) that maternity leave should be extended.

On Equal Employment Act reform: Organizations had pointed out that the clauses did not provide women workers—who have been discriminated against in education, culture, traditions and institutions—with effective solutions (1) because of EEA inefficacy (weak penal provisions; employers simply 'pay a fine'), and also (2) because the definition of discrimination was too narrow to address the discrimina-

tion women have faced throughout their life (indirect discrimination).

**Actions:**

In 2001, the Solidarity coalition held awareness-raising campaigns, rallies and sit-ins at offices of political parties that were resistant to reform. The actions were timed when National Assembly sessions were taking place (February, April and June 2001).

**Outcomes:**

These activities were relatively successful and put maternity protection and women workers' issues on the public agenda. In 2001, both the LSA and EEA were revised. Maternity leave was extended from 60 days to 90 days, with the extra 30 days leave to be paid out of social insurance. Regulations were added to the EEA regarding indirect discrimination, as well as on sexual harassment, with a strengthening of penal provisions. In addition, the EEA was also revised to clearly stipulate a woman's right to return to the same pay and position after maternity leave.

**“Women Workers Solidarity” (WWS)**

Continuing joint action (formed Feb 2004).  
Beyond legislative reform for:

- protection of irregular workers,
- expansion of state responsibility;
- the prevention of sexual harassment and discrimination.

Unions  
Korean Women's Trade Union (KWTO),  
Korean Confederation of Trade Unions (KCTU), Federation of Korean Trade Unions (FKTU)

NGOs  
Korean Women Associations United (KWAU), Korean National Council of Women (KNCW), Womenlink, Korean Women Workers Associations United (KWWAU),

Observer: Women's Welfare Committee of the Lawyers for a Democratic Society (LDS)

**Broadening the agenda in 2004:**

In February 2004, groups came together once again and agreed that the Solidarity Coalition should not limit itself to legal reform but broaden the agenda to other women worker issues where joint action is needed. Thus, the “Women Workers Solidarity (WWS)” was formed.

The groups agreed upon a set of 4 demands:

1. Provision of laws to protect irregular workers
2. Complete payment of costs of the 90-day maternal leave from social insurance
3. Expansion of childcare and afterschool facilities in state and public universities
4. Strengthening of preventative education against sexual harassment in workplaces, more regulation against abusive language and violence

The WWS has:

- supported women workers struggling to claim their rights (lawsuit against Daehan Flour Corporation, unfair dismissals of dieticians from Hongguk Life Insurance Training Institution),

- participated in workshops,
- reviewed bills (Bill on Prohibition of Discrimination, on proposal for payment of maternity leave from social insurance),
- organized a conference, and
- consulted with MP LEE, Mok-Hee on further legal reform.

One of the main characteristics of the 2005 campaigns was a strategic condensation of our aims into 3 demands for legislative reform: 1) Complete coverage of maternity leave by social insurance, 2) Application of maternity protection measures to irregular workers, 3) Addition of miscarriage and stillbirth leave as well as spouse childbirth leave. Another characteristic was that the 2005 campaigns proactively made use of the changed political scenery, in the sense that ruling party parliamentarians were requested to make the representative proposal, and promoted as thus.

### ***The Outcomes in 2005:***

As a result of the WWS campaigns, in 2005, further legal amendments were made. Women workers were able to win complete coverage of 90 days paid maternity leave by social insurance, as well as the addition of miscarriage and stillbirth leave, although provisions on maternity protection for irregular workers and the addition of spouse childcare leave were left for the future.

### ***The Challenges Ahead***

In Korea, interest around women workers has only started to build from the late 1980s. While the enactment of the “Equal Employment Act (EEA)” in 1987 was an outcome of this, unions did not play a significant role in the legislative process for the EEA. Rather, it was the fruit of efforts on the part of women workers’ NGOs.

The 2001 revisions of laws relating to women workers was a springboard to starting solidarity relations between women’s NGOs and trade unions, and that solidarity was further forged and strengthened in the two rounds of concerted joint actions. Trade union interest in women’s activities grew from this.

In the future, the Women Workers Solidarity (WWS) will continue to respond to issues relating to women workers and push for legal reform. Proximate tasks that lie before us are as follows:

1. Guaranteeing pregnancy and birth-related rights to irregular women workers;
2. Winning spouse childbirth leave;
3. Ensuring leave to women who have miscarriages before 16 weeks into their pregnancy;
4. Expanding fathers’ use of parental leave, extending maternity leave to the full 14 weeks called for by the ILO convention, and bringing about legal regulations to prevent abusive language and violence within the workplace.

## **What is the IUF?**

The IUF is a world-wide federation of trade unions representing workers employed in:

- agriculture and plantations;
- the preparation and manufacture of food and beverages;
- hotels, restaurants, catering and tourism services; and
- all stages of tobacco processing.

It is composed of 336 organisations in 124 countries, representing an affiliated membership of 2.8 million workers. It is based in Geneva, Switzerland. Membership in the IUF is open to all democratic trade unions, regardless of ideological or political orientation.

The IUF's guiding policy is international labour solidarity. We are committed to defending trade union rights and human rights in general, and the right of workers to control decisions affecting their lives at work and in society. We oppose all forms of exploitation and oppression.

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