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## THE CREATION OF UNCERTAIN TIME WORK AGREEMENT ALONG THE REFRESHMENT OF IRRELEVANT COMPANY REGULATIONS ON PT. MEGA BUANA INDAH

Edson Jonkarlo<sup>1</sup>, Winsherly Tan<sup>2</sup>

<sup>1,2</sup>Universitas Internasional Batam

Email of correspondence: [1851077.edson@uib.edu](mailto:1851077.edson@uib.edu) , [winsherly@uib.ac.id](mailto:winsherly@uib.ac.id)

### Abstract

Worker is an important position in the life of a country because it is a factor that determines the material and cultural success of the country itself. Therefore, it is necessary to adopt the best arrangements for various employment issues, workers rights to support work and a decent living. Law Number 13 concerning Manpower Year 2003 regulates various matters relating to the protection of workers, including the right to fair wages, leave rights including the right to legal certainty, and changes in the status of workers (contract workers) for a certain period of time. The reform of laws and regulations in the field of manpower aims to provide justice and protection for workers, as well as fulfill the mission of the 1945 Constitution, namely the achievement and social development of Indonesian society as a whole. The development of the Indonesian people as a whole, increasing the dignity, and entrepreneurial values of the Indonesian nation, as well as realizing a prosperous, and materially and spiritually. The implementation of this Community Service uses the Advocacy method to assist partners (employers) in improving legal documents/property agreements. The results achieved in this Community Service are the draft of Permanent Employment Contract and draft of the Company Regulations after modernized.

**Keywords:** *Employment, Worker, Employer*

### Introduction

#### Background

In a company, there are very necessary regulations that can regulate the course of company activities, especially for companies that have at least ten workers, it requires an order that can control the company's system with a binding nature. The order is arranged into a Company Regulation by the company with regard to the advice and considerations of the Workers - Workers of the company, so that in the future it does not become a dispute between the company and the Worker, because it has jointly agreed to the clauses in the regulation.

In addition to requiring Company Regulations which as the main rules in the company, the form of legal relationship between the company and the Worker needs to be outlined in an employment relationship. A working relationship is a contractual relationship agreed between employers and workers.<sup>1</sup> The purpose of this employment contract is to clarify all the rights and obligations of workers in a company, the amount of wages to be received and the working period of the Worker. Employment contracts are also divided into two types, namely certain Time Work Agreement employment contracts and Uncertain Time Work Agreement employment contracts. During its operation for 19 years, to facilitate the course of a company, The Partner certainly has company regulations that apply to the entire company, and given the large number of Workers owned from different divisions, the Partner also makes a Worker contract (employment agreement) for each worker employed. However, it turns out that after being traced there are several clauses that are considered not in accordance with applicable laws and regulations, and the absence of Uncertain Time Work Agreement contracts makes workers feel insecure. As a result of the ancient thinking on the part of management resulted in pp and employment contracts look as if very rigid and monotonous. The most serious problem is when the transition from certain Time Work Agreement to Uncertain Time Work Agreement is still limited to using verbal agreements that result in unsettled employees at PT Mega Buana Indah. Whereas this type of Uncertain Time Work Agreement contract is only applied to work that will be completed in a certain time or not. Employees are more modern and fair to both parties.

### **Problems**

The author found some of the problems found in PT. Mega Buana Indah at the time of the initial interview, namely as follows:

- I. Every worker from PT. Mega Buana Indah does not get Uncertain Time Work Agreement employment contract but only through oral.
- II. There are clauses in the Company Regulations that are not in accordance with applicable laws and regulations.

### **Methods**

#### **a. Method of Implementation**

According to Sugiyono (2013) Data collection techniques are a very strategic step in a survey, because the main purpose of the survey is to produce data. The method of data collection used by the Author in Community Service is

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<sup>1</sup> Yuliana, Sulastri, Dwi, Implementasi Undang-Undang Ketenagakerjaan Dalam Perjanjian Kerja Antara Perusahaan dan Tenaga Kerja Di Perseroan Terbatas (PT), Jurnal Yuridis, Vol. 5, No. 2, 2018, Hal. 190.

by conducting interviews and documentation. Interview is a way to collect data through a oral question and answer procedure that takes place in one direction, meaning that questions arise from the party conducting the interview and answers are given by the interviewee.<sup>2</sup> According to Hopkins, interviews are an attempt to find out a particular situation viewed from a different perspective.<sup>3</sup> After conducting an interview with the HR Department and concluding the problem, the author received data in the form of drafts of old documents to be dissected through documentation methods. With this method, the data collector only needs to correctly transfer the documents associated with the sheet prepared for this purpose.<sup>4</sup>

#### **b. Location, time, and duration of activities**

The company that is a partner in this Practical Work program is PT. Mega Buana Indah. PT. Mega Buana Indah (Toko Edukits) is a company located in Graha Mas Blok A Sustenance Complex No. 14-16, Batam Centre which was established since early 2004. For the period of activity is 4 months from September 06, 2021 to January 19, 2022.

### **Result and Discussion**

Community service is conducted in partner offices, with human resources/legal staff and some employees acting as informants to get feedback on results. For this implementation lasts for four (four) months. The result of this activity is to successfully assist partners in preparing and drafting legal documents, in this case including company regulations and Uncertain Time Work Agreement drafts. The results of its implementation are as follows:

#### **A. In Modernizing the Company's Draft Regulations**

Based on Article 108 of Law No. 13 of 2003 on Employment explained that: "Employers who employ workers / workers at least 10 (ten) people must make company regulations that come into force after being passed by the Minister or appointed officials". This has been done by the partner properly and correctly. However, when an interview with the Legal staff of the Partner, the author realized that there were some things that were considered inappropriate and unfair.

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<sup>2</sup> Abdurrahman Fatoni, *Metodologi Penelitian dan Teknik Penyusunan Skripsi* (Jakarta: Rineka Cipta,2011), hlm.105.

<sup>3</sup> *Metodologi Reserch* (Yogyakarta:Andi Ofset,Edisi Refisi,2002), hlm.157.

<sup>4</sup> Sanafiah Faesal, *Dasar dan Teknik Penelitian Keilmuan Sosial* ( Surabaya: Usaha Nasional, 2002).hlm.42-43

The clause that is the problem is in the Overtime Pay Article. Partners provide overtime pay as follows:

- *"For overtime wages will be paid Rp. 50,000 / hour with a maximum time of 3 hours. Employees / wati are entitled to pay overtime pay. They have to work at least one full hour of overtime on a normal weekday or on a holiday."*

As for the Overtime Pay Clause must be in accordance with the Terms of overtime pay stipulated in article 11 Kep. 102 / Men / VI / 2004. As attached below:

**a. Overtime on a typical weekday :**

- 1) *For the first overtime hours paid wages of: 1.5x wages per one hour.*
- 2) *For each subsequent hour of overtime paid wages of: 2.0x wages per one hour.*

**b. Overtime work on holidays/big days :**

- 1) *"If overtime work is done on weekly rest days and/or official holidays for working time 6 (six) working days 40 (forty) hours a week then the calculation of overtime pay for the first 7 (seven) hours is paid 2 (two) times the hour's wage, the 8th hour (eight) is paid 3 (three) hours' wages and the 9th (Nine) overtime hours and so on 4 (four) times the hourly wage"*

The authors found that partners making overtime pay were not in accordance with applicable laws and regulations.<sup>5</sup> Because the Partner is a company engaged in property, the Partner does not meet the provisions included in the exception to the working time that has been determined by the laws and regulations. This has also been a debate between workers and employers, because workers feel there is an injustice in the enactment of working time. Thus, the author seeks to conduct discussions and negotiations with the Partner to make changes to the clauses in the Company Regulations. Based on the results of discussions with partners, the partner agrees to improve the provisions in the partner company's regulations first, and further check whether the provision will be enforced if the applicable period of the partner company regulations has matured. In addition to correcting the term, the author also corrected some typos in previous drafts and improved the structure and layout of the article. Because the partners can receive advice from the author well, then the design of community service can run smoothly.

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<sup>5</sup> Interview with one of the employees of PT. Mega Buana Indah, september 14, 2021 at the Office of PT. Mega Buana Indah, Batam City.

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Picture 1.

Company Regulations draft after the addition of cover & addition of table of contents Source: PT. Mega Buana Indah

**Pasal 20**  
**Upah Lembur**

Untuk Upah lembur akan dibayarkan Rp. 50.000/jam dengan waktu maksimal 3 jam. Para Karyawan/wati berhak mendapatkan pembayaran Uang Kerja Lembur, mereka sedikitnya harus bekerja lembur satu jam penuh pada hari kerja biasa ataupun hari libur/besar.

Picture 2.

Company Regulations draft after the renewal of the Overtime Pay clause Source: PT. Mega Buana Indah

**Pasal 20**  
**Upah Lembur**

a. Para Karyawan/wati dapat ditugaskan melakukan kerja lembur apabila dibutuhkan oleh Perusahaan.

b. Ketentuan pembayaran upah kerja lembur diatur dalam pasal 11 Kep. 102/Men/VI/2004 dibagi menjadi

a. **Lembur pada hari kerja biasa :**  
Untuk jam kerja lembur pertama dibayarkan upah sebesar : 1,5 x Upah satu jam.  
Dan setiap jam kerja lembur berikutnya dibayar upah sebesar : 2,0 x Upah satu jam.

b. **Kerja Lembur pada hari libur / hari besar :**  
Apabila kerja lembur dilakukan pada hari istirahat mingguan dan / atau hari libur resmi untuk waktu kerja 6 (enam) hari kerja 40 (empat puluh) jam seminggu maka perhitungan upah kerja lembur untuk 7 (tujuh) jam pertama dibayar 2 (dua) kali upah sejam, jam ke 8 (delapan) dibayar 3 (tiga) upah sejam dan jam kerja lembur ke 9 (sembilan) dan seterusnya 4 (empat) kali upah sejam.

c. Komponen upah yang digunakan sebagai dasar perhitungan lembur adalah sebagai berikut : Gaji pokok + tunjangan tetap.

d. Rumus perhitungan Upah per jam sebagai dasar perhitungan pembayaran adalah :  $1/173 \times (\text{Gaji Pokok} + \text{Tunjangan Tetap})$

Picture 3.

Company Regulations draft after the renewal of the Overtime Pay clause Source: PT. Mega Buana Indah

## B. In Drafting Uncertain Time Work Agreement

Of all positions in partners, there is no such thing as a Uncertain Time Work Agreement contract when an employee has been eligible for a permanent contract. Therefore, it is necessary to make a Uncertain Time Work Agreement for employees who are not Certain Time Work Agreement workers. Uncertain Time Work Agreement end with the contents of the contract simpler than the CCP contract. The articles contained in the Uncertain Time Work Agreement draft

include placement and duties, working period, working hours, holidays, wages, leave of work permits, benefits, insurance, rights and obligations, termination of employment, termination of contract, and settlement of complaints. In the creation of Uncertain Time Work Agreement, the author pays attention to the provisions of the draft company regulations and Certain Time Work Agreement to remain structurally relevant and consistent in accordance with the provisions of the law. So far there has been no real form of implementation of both draft documents that have been created and approved. However, the Partner is satisfied with the results of the draft document, based on feedback from respondents received. The workers who have been given examples of draft Company Regulations as well as Worker Contracts feel they have a good response. Regarding Uncertain Time Work Agreement submitted to partners, partners also receive well and will be implemented immediately to the contract system at PT. Mega Buana Indah.

<b>PERJANJIAN KERJA WAKTU TIDAK TERTENTU</b>	
NO 000/PKWTT/MBI/00/00	
Yang bertanda tangan dibawah ini :	
1. Nama :	Renny
Jabatan :	Direktur
Alamat :	Kompl. Rejeki Graha Mas Blok A No. 14-16 Batam
Dalam hal ini berindak untuk atas nama <b>PT. MEGA BUANA INDAH</b> , yang berkedudukan di Batam, selanjutnya disebut sebagai <b>PIHAK PERTAMA</b> .	
2. Nama :	:
Jabatan :	:
Alamat :	:
Dalam hal ini berindak untuk atas nama diri sendiri, yang berkedudukan di Batam, selanjutnya disebut sebagai <b>PIHAK KEDUA</b> .	
Menerangkan kedua belah pihak telah mempelajari dan memahami seluruh isi perjanjian ini dan dengan itikad yang baik mengadakan <b>Perjanjian Kerja Waktu Tidak Tertentu</b> untuk jangka waktu yang tidak ditentukan lamanya.	

Picture 4.

New Uncertain Time Work Agreement draft after drafting

Source: PT. Mega Buana Indah

## Conclusion

With reference to the "Employment Law", the author performs this Community Service through a plan to assist partners in preparing legal documents. The main purpose of this activity is to create legal certainty for employees of partner companies. The partner appointed as a partner to carry out this Practical Work program is PT. Mega Buana Indah. PT. Mega Buana Indah (Toko Edukits) is a company located in Graha Mas Blok A Sustenance Complex No. 14-16, Batam Centre which was established since early 2004. This company is engaged in suppliers and stores for household supplies, office supplies, musical instruments, stationery, trophies, to electronic equipment. In order to update the Company Regulations and also the Workers' Contract, the Author conducts a short interview and obtains a draft document to be corrected from the Partner. With Mitra, the author performs a document dissection to find out which parts need to be repaired. Draft documents that have been dissected are then rearranged by the

author by following applicable laws and regulations. It takes several times to re-edit the contents of the draft to match the agreement of the Partner and its Workers. Then, the two externals are achieved which are the main targets in this practical work program, namely the updated Draft Of Company Regulations, and the new Uncertain Time Work Agreement Draft.

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