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DRAFTING OF EMPLOYMENT CONTRACT AT FLORENCO COMPANY

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Abstract

Demands between the rights and obligations of employees and company owners are common in a company, one of the reasons for this is that a valid and binding employment contract has not yet been formed in the company while the method for resolving this can be completed using the consultation method to obtain aspirations between the two parties and advocacy methods to initiate and complete a work contract that is valid and binding between the two parties, the result of the implementation is that after a negotiation process between the company owner and company employees regarding the rights and obligations of each party an agreement has been reached which is then made as a work contract that binds both parties, the suggestion for the next PkM is that after carrying out the manufacturing process it is better to carry out a monitoring process on the results of the PkM that have been completed.

Keywords: employment contract, employee, rights and obligations

Introduction

In Indonesia, there are still many companies, especially UMKM, where there are no valid and binding work contracts in their companies, work contracts are very important to explain concretely and firmly the working relationship between company owners and company employees, without a work contract, endless conflicts will arise. because there is no binding contract between the two parties (Mukti Fajar ND, 2019) The work contract according to Wiwoho Sudjono is: "an agreement between individuals on one side and another party as an entrepreneur to carry out a job with wages". Meanwhile, according to Subekti, a work contract is "an agreement between individuals on the one hand and another party as an employer to carry out a job by getting wages. (R. Subekti, 1977) The employment contract when referring to article 54 paragraph (1) of Law No. 13 of 2003 concerning Manpower, states that there are several conditions for a work contract to be considered legal and have permanent legal force which include:

- a) Name, company address and type of business
- b) Name, gender, age, and address of Worker/labor
- c) Position or type of work
- d) Place of work
- e) The amount of wages and the method of payment of wages

- f) Working conditions that contain the rights and obligations of entrepreneurs and workers/laborers
- g) Commencement and period of validity of the work agreement
- h) The place and date of the employment agreement, and
- i) Signatures of the parties in the employment agreement (Prof. Dr. H. Joni Emirzon, S.H., M.Hum., , Dr. Muhamad Sadi Is, S.H.I., 2021) The stated conditions are essential factors which are the minimum threshold of a work contract, in practice in the field there are still many more complex provisions such as: procedures for terminating employment, prohibited from working for competitors for a certain period of time, prohibited from divulging company secrets to arrangements for payment of fines for violations committed by employers and workers (M. Yahya Harahap, 1986) The objectives of the PkM activities in Florenco are:
 - a) Contribute to providing solutions related to industrial relations between company employees and Florenco company owners
 - b) Provide legal counseling to company owners and company employees regarding the importance of an employment contract
 - c) Act as an intermediary or mediator between company employees and company owners so that all aspirations can be well absorbed

Problems arise when business owners focus on developing their business and pursuing maximum profits and do not build a regulatory framework between employees and business owners, which over time of course employees have demands for rights, and are absent from existing obligations. (Dr. Muhamad Sadi Is, S.H.I., M.H., Dr. Sobandi, S.H., 2020) The problem occurred because the business owner in building his business does not go hand in hand with the development of regulations that bind employees, usually in the form of a work contract or work agreement. With the work agreement regulated in Law No. 13 of 2003 concerning manpower, the last amended by Law no. 11 of 2020 concerning Job Creation, it will guarantee the continuity of a fair and harmonious working relationship without any elements of coercion or dishonesty in carrying out their work. (Asyhadie & Rahmawati, 2019)

In addition, if at any time the employee wants to claim a number of rights, the claim must be based on the existing work agreement, provided that the work agreement is in accordance with the legal corridor and in accordance with the applicable laws and regulations, as also stated in the 1945 Constitution Article 28D. which reads: "everyone has the right to work and receive fair and proper remuneration or treatment in an employment relationship". (H. Zaeni Asyhadie, S.H., M.Hum., Rahmawati Kusuma, S.H., 2019)

Methods

Implementation of this PkM, it is necessary to use certain methods in its implementation, the author uses two types of methods that are relevant to be used in its implementation which include methods of consultation and advocacy.

Consultation Method

Consultation is needed in carrying out PkM activities because to find the main issues in making work contracts, interviews and direct discussions with stakeholders in the company are needed. From the results of the interview, it will be found aspirations and problems to be achieved and regulated in the work contract, while from the discussion results it will be discussed whether these aspirations can be

realized referring to laws and regulations, jurisprudence and expert opinions with the aim of producing PkM outputs. suitable for use in accordance with applicable legal corridors

Advocacy Method

Advocacy is needed to bring the two parties together, which in this case includes the owners and employees of the Florenco company. After conducting the consultation process, then an advocacy process will be carried out to discuss the substances in the work contract which will then bind both parties, and after both parties can reach an agreement, they will carry out the process of signing a work contract which is the output in this PkM. The location of the activity is the Florenco Company which is domiciled in the city of Medan, at Jalan Sidorukun, Komplek Sidorukun Junction No. 2, District of East Medan. The Florenco company has a corporate structure consisting of two owners, one graphic designer, one content creator, and one customer service person. The activity time starts from July 2021 to October 2021, with a duration of 16 weeks, which includes the preparation stage, implementation stage, and reporting stage.

Results

The implementation of this PkM program begins by communicating with company partners, in this activity the author communicates with the company owner directly to ask for permission and explain about this PkM activity that comes from Batam International University. After discussing and consulting with the owner of the company, it was finally agreed that the activity to be carried out was making a work contract for the employee of the company partner. Where from the activity of making a work contract it benefits both parties from the company and from the author, because after conducting interviews the author gets the fact that the company has never designed or enforced a binding work contract between the two parties and serves as a basis from the employment relationship between company owners and company employees. (Dwi Aryanti R, Yuliana Yuli W, 2018) After it was agreed to make a work contract, the first step the author took was to conduct interviews with company employees to get aspirations that would be conveyed to the company owner which would then be made into a binding employment contract between the two parties. After getting aspirations from company employees totaling 3 people, then the author conducts interviews and consultations with company owners to get aspirations also from company owners, after getting aspirations from both parties, the author first discusses employee aspirations to company owners, from discussion with the owner of the company found an agreement between the employees of the company and the owner of the company. After getting an agreement between the owner of the company and the employees of the company, the writer first makes a draft of the work contract, after the draft of the work contract is completed, then the writer acts as a mediator and witness for the discussion and ratification of the work contract using the advocacy method of both parties, after that then the author explains the consequences to both parties, and after both parties get an explanation of the work contract, both parties sign the work contract in front of the author.

Conclusion

The PkM activity that the author does is at a Florenco company domiciled in the city of Medan, located on Jalan Sidorukun, Sidorukun Junction Complex No. 2, East

Medan District. The activity that the author does is in the form of making a work contract which is then enforced and binding between employees and company owners. In the process of making a work contract there are several processes that are carried out in the form of: legal counseling to partner stakeholders about the importance of legal aspects in employment relations, conducting interviews with company employees and company owners to get aspirations from company owners and employees, after conducting interviews, the process is carried out. initially separate negotiations between employees and company owners. After carrying out the negotiation process, the author acts as a mediator towards the aspirations of both parties, after holding a joint meeting to discuss the implementation of the work contract, the end result is that both parties agree to sign the contract and after receiving the approval of the contract, the PkM activities that the author has carried out have been completed. The author willing to thank Batam International University, Mrs. Nur Hadiyati as the author's supervisor who has been willing to take the time to guide the author in PkM activities which are very useful to the general public, and to partners who are willing to cooperate with the author. in carrying out PkM activities and also willing to take the time to discuss with the author.

For future PkM activities, the author hope is that the university can increase the frequency and offer various kinds of PkM activities to its students, so that students also get soft skills that are very useful in social life by directly interacting with the community and contributing directly to cooperation. with partners guided by a supervisor.

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