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ASSISTANCE IN MAKING WORKING AGREEMENTS TYPE: FIXED TIME EMPLOYMENT AGREEMENT AND FIXED- TERM EMPLOYMENT AGREEMENT AT PT. GLOBAL YUPITER INDONESIA

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Abstract

As one of the implementations of the Work Practice program, the author chose to assist PT. Global Yupiter Indonesia in creating or designing a Work Agreement or it can also be called a Work Contract by following the directions of PT. Global Yupiter Indonesia, but still pay attention to the applicable laws. This is necessary to minimize the risk of problems between PT. Global Yupiter Indonesia as the employer and its workers. Considering that in the world of employment, there must be several rights and obligations that must be fulfilled by the parties in the employment relationship, namely the role of the employer and worker. The type of research that the author uses is normative-empirical / applied legal research using primary data sources obtained from the field and interviews with PT. Global Yupiter Indonesia. For the purpose of achieving within a period of 3 (three) months, the author adjusts the form of the Work Agreement according to the requests, circumstances, and also needs of PT. Global Yupiter Indonesia by staying guided by the applicable Labor Act. In making, the author divides the process into 3 (three) stages, namely the preparation stage as a prefix, then implementation, and then the assessment of reporting. The exterior of the Practical Work program that the author carries out is in the form of a draft of a Fixed Time Employment Agreement (PKWT) and a Fixed-Term Employment Agreement (PKWTT).

Keywords: *Employment Agreement, Rights, Obligations, Employment.*

Introduction

In accordance with the things contained in one of the articles of the Indonesian Constitution of 1945 which states Indonesia is a state of law, affirming that all people in Indonesia are obliged to follow the rules that apply throughout the territory of NKRI. In this case, there is a law that applies and binding in every activity performed. One of them is that there is an Employment Law that regulates how the labor system in Indonesia should take place. The Labor Law is made in accordance with the needs of Indonesian people who work as workers/ workers, namely the realization of welfare for the workforce and their families because if there is a termination of employment it will have an impact not only for workers but also on their families who have the potential to suffer because by not working,

the ability to meet the needs of life will become increasingly difficult. Employers in Indonesia need to adhere to the principle of *“there is a working relationship then the birth of an employment agreement.”* (Sinaga, 2018) Therefore, one form of the implementation of the law is the creation of an Employment Agreement between employers/ employers with workers/ workers. The agreement itself under Article 1313 of the Civil Code/ BW is *“an act by which one or more persons commit themselves to one or more others.”* Employment Agreement under Article 14 of the Labor Law is *“an agreement between workers / workers with employers or employers that contain the terms of employment, rights, and obligations of the parties.”* We need to know the employment agreement based on the Labor Law there are 2 (two) types where there is a Work Agreement for a Fixed Time Employment Agreement (PKWT) where the nature of the working time is not fixed and the Fixed-Term Employment Agreement (PKWTT) is fixed. Not only that, between PKWT and PKWTT there are also rights and obligations obtained.

PT. Global Yupiter Indonesia is one of the Limited Liability Companies engaged in the plastics industry which was established in 2014. The author found out that PT. Global Yupiter Indonesia still does not have a Work Agreement with PKWTT and PKWTT types. Considering that in the world of employment, there must be several rights and obligations that must be fulfilled by the parties in the employment relationship, namely as employers and workers. The Employment Agreement in question serves to clarify all rights and obligations of the employer and worker, one of them regulates the amount of wages that will be received and the working period of the workers. Seeing the opportunity offered by the author to partners to assist in the creation of legal documents of the company in the form of Work Agreements of PKWT and PKWTT types.

The purpose of this Practical Work program is as follows.

1. Produce a draft of the new PKWT and PKWTT type of Work Agreements.
2. Ensuring the implementation of good working relationships in PT. Global Yupiter Indonesia.
3. Provide a better understanding to partners regarding the rules of the working relationship and what are important and need to be considered in a Work Agreement.

Methods

Data Collection Techniques

Data collection is done by first conducting a study or approach through an interview to representatives from the partner by first preparing the questions to be discussed in the interview, and the author continues to conduct literature studies to obtain data derived from books, legislation, articles, and writing related to and / or regulate related employment.

External Planning Process

To design the exterior, the author does with the following levels.

1. Conduct interviews with representatives of PT. Global Yupiter Indonesia to look for existing problems.
2. Discuss and draft work agreements of PKWT and PKWTT types.

3. Revise the draft Work Agreement, if after discussion the changes are required.
4. To make settlement of a draft work agreement that has been planned.

Implementation

Level

The following are 4 (four) stages of the implementation of the Practice Work program that the authors perform.

1. Pre-Draft Drafting

The author held a joint meeting with partners to first find out how the company (PT. Global Yupiter Indonesia) is doing by conducting interviews while doing Practical Work.

After conducting the interview, the author processed the results of the interview and conducted data collection to find the right form of employment agreement for PT. Global Yupiter Indonesia. After determining the form of the employment agreement, then proceed to the drafting stage where the author is accompanied by representatives from PT. Global Yupiter Indonesia.

2. Drafting

Here are the stages of drafting a Work Agreement.

- a. Understand what are the legal terms of the agreement based on legislation.
- b. Create a PKWTT and PKWTT Work Agreement template.
- c. Draft clauses in the Employment Agreement.
- d. Drafting the contents of the clauses mentioned above by remaining guided by the applicable legislation, and still considering the needs of PT. Global Yupiter Indonesia and the workers.

3. Post Drafting

After the draft work agreement has been completed, the author will then ask for feedback from partners and workers to obtain suggestions and input as consideration so that then the author can help to further refine the form of the draft so that it can be more appropriate and acceptable to both parties. If there are many responses that are contrary to the sound of the clause, then a revision will be made that considers the advice and input that the author receives while taking into account the applicable legislation. Then, the drafting will be final as an external result of this Practical Work program.

4. Reporting

After the draft is completed and becomes an exterior of this Practical Work program, it can be said that the draft work agreement has been completed totally (final). Furthermore, in this reporting stage, the author will then compile a report on the results of the implementation of Practical Work and Scientific Articles in accordance with the implementation of activities, procedures and results from this Practical Work program.

Schedules

Here is a schedule of implementation of work practices that are scheduled.

Table 1.
Schedule of Implementation of Practical Work Program

Kegiatan	Mingguan												
	1	2	3	4	5	6	7	8	9	10	11	12	
Tahap Pra-Penyusunan													
Tahap Penyusunan													
Tahap Pasca Penyusunan													
Tahap Pelaporan													

Result and Discussion

Fixed Time Employment Agreement

Here are the details of the format of the draft PKWT cooperation agreement:

1. Title (*Heading*)

It is a clear picture of what the Agreements shall agree to. In addition, the author makes a cover of this employment agreement to make it easier for the parties.

2. Opening Part (*Description of Instrument*)

It is the opening of a treaty that contains the time and place where the agreement was made.

3. Identity of the Parties (*Caption*)

It is the full identity of the identities of the parties and the determination of the parties used in the contract.

4. Transition and Background (*Transition and Recital*)

It is the written part of the information regarding the parties to the agreement or at whose request the agreement was made. There is also a preliminary statement explaining why the agreement was made.

5. Article 1 - Definition

It is a section that describes the understanding of some of the terms used in the employment agreement to correct understanding between parties.

6. Article 2 - Fixed Time Employment Agreement

It is the part that describes the time the agreement applies in accordance with the type of Work Agreement.

PASAL 2

PERJANJIAN KERJA UNTUK WAKTU TERTENTU

PIHAK PERTAMA dengan ini sepakat untuk mempekerjakan PIHAK KEDUA, dan PIHAK KEDUA dengan ini sepakat untuk bekerja bagi PIHAK PERTAMA berdasarkan Perjanjian Kerja Untuk Waktu Tertentu selama **1 (Satu) Tahun**:-----
----- (selanjutnya disebut "Perjanjian Kerja").

Picture 1.

Article 2 PKWT

7. Article 3 - Scope and Place of Employment

It is the part that exposes the limitations of work, and the place of work of workers.

8. Article 4 - Rights and Obligations of the First Party

It is the part that describes the rights and obligations of the First Party which in this employment agreement is PT. Global Yupiter Indonesia.

9. Article 5 - Rights and Obligations of the Second Party

It is the part that describes the rights and obligations of the Second Party in which in this employment agreement is the recruited Worker.

10. Article 6 - Employee Document Requirements

It is the related part of the document that must be equipped by the Worker to be accepted and work in the Company.

11. Article 7 - Wages

It is the part that explains how the wages are given.

12. Article 8 - Working Time

It is a section that describes working time, rest, holidays, leave, sick leave, ect.

13. Article 9 - Overtime

It is the part that exposes the wages of workers while working overtime.

14. Article 10 - Company Regulations and Rules

It is a section that describes the company's regulations and rules that apply to workers while working at PT. Global Yupiter Indonesia.

15. Article 11 - Employment Relations

It is the part that governs where layoffs can occur.

16. Article 12 - Company Secrets

It is the governing part of what workers do bound by company secrets.

17. Article 13 - Prohibition of Working For Others

It is the part that stipulates that workers are not allowed to work for other parties as long as they are bound by an employment agreement with PT. Global Yupiter Indonesia.

18. Article 14 - Incompleteness

It is the part that explains that if in the employment agreement there are things that are not regulated then the parties can refer to the Company Regulations and Legislation.

19. Article 15 - Settlement of Working Relationship Disputes

It is the part that explains what will be done in the event of a dispute between the parties.

PASAL 15

PENYELESAIAN PERSELISIHAN HUBUNGAN KERJA

1. Segala perselisihan yang berkaitan dengan hubungan kerja antara PIHAK PERTAMA dan PIHAK KEDUA wajib diselesaikan oleh PIHAK PERTAMA dan PIHAK KEDUA secara musyawarah untuk mufakat.
2. Dalam hal penyelesaian secara musyawarah untuk mufakat sebagaimana dimaksud ayat (1) tidak tercapai, maka PIHAK PERTAMA dan PIHAK KEDUA dapat menyelesaikan perselisihan tersebut melalui prosedur peraturan Perundang-undangan yang berlaku.

Picture 2. Article 15 PKWT

20. Article 16 - Warnings and Sanctions

It is the section that explains how warnings and sanctions are given.

21. Article 17 - Termination of the Treaty

It's an explanation of how the agreement ended.

22. Article 18 - Cover

It is the section that contains the closing statement of the agreement.

PASAL 18

PENUTUP

1. PIHAK PERTAMA dan PIHAK KEDUA dalam menjalankan perjanjian ini terikat oleh Peraturan Perusahaan dan Peraturan Perundang-undangan.
2. Perjanjian kerja ini dibuat dengan sebenarnya tanpa paksaan dari pihak lain maupun dari masing-masing pihak, dalam keadaan sehat jasmani dan rohani, dan untuk saling mengikatkan diri dan mentaati bersama dengan sebaik-baiknya.

Demikian PERJANJIAN KERJA ini dibuat dalam rangkap 2 (dua) bermeterai cukup, PIHAK PERTAMA dan PIHAK KEDUA masing-masing mendapat satu rangkap yang kesemuanya mempunyai kekuatan hukum yang sama.

Picture 3.

Article 18 PKWT

23. Signature

It is the section that lists the hands of the parties, and witnesses (if any) above stamp duty.

24. Attachment

It is the original employment agreement receipt form. Here are the details of the format of the draft PKWT cooperation agreement:

Fixed-Term Employment Agreement

The details of the format of the draft PKWTT cooperation agreement that the author compiled are mostly almost the same as the PKWT but which is part of the differentiating is as follows.

1. Article 2 - Fixed-Term Employment Agreement

It is the section that states that workers agree to be employed with PKWTT.

PASAL 2

PERJANJIAN KERJA UNTUK WAKTU TIDAK TERTENTU

PIHAK PERTAMA dengan ini sepakat untuk mempekerjakan PIHAK KEDUA, dan PIHAK KEDUA dengan ini sepakat untuk bekerja bagi PIHAK PERTAMA berdasarkan Perjanjian Kerja Untuk Waktu Tidak Tertentu;-----
------(selanjutnya diebut "Perjanjian Kerja").

Picture 4.

Article 15 PKWT

2. Article 7 - Probation

It is the part that regulates how the probationary period is carried out by workers.

PASAL 7

MASA PERCOBAAN

1. PIHAK KEDUA wajib menjalani Masa Percobaan untuk jangka waktu paling lama 3 (tiga) bulan sejak ditandatanganinya Perjanjian Kerja ini;
2. PIHAK PERTAMA berhak untuk melakukan evaluasi Masa Percobaan terhadap PIHAK KEDUA pada akhir bulan ketiga sejak ditandatanganinya Perjanjian Kerja ini dengan ketentuan sebagai berikut:
 - a. Dalam hal PIHAK KEDUA lulus evaluasi Masa Percobaan, maka PIHAK KEDUA akan diangkat menjadi "KARYAWAN TETAP" berdasarkan Surat Pengangkatan sebagai "KARYAWAN TETAP"; dan
 - b. Dalam hal PIHAK KEDUA tidak lulus evaluasi Masa Percobaan, maka PIHAK KEDUA akan diberhentikan secara sepihak oleh PIHAK PERTAMA.

Picture 5.

Article 7 PKWTT

3. Article 8 - Wages

It is the part that regulates wages where PKWTT workers get transportation benefits in addition to basic salaries, in contrast to PKWT Workers who do not get benefits.

PASAL 8

UPAH

1. PIHAK KEDUA menerima upah untuk tugas dan kewajibannya sesuai dengan syarat, klasifikasi, kecakapan, kompetensi, penilaian, dan ketentuan dari PIHAK PERTAMA.
2. PIHAK PERTAMA akan membayar Upah kepada PIHAK KEDUA pada awal bulan tanggal 10 (sepuluh) setiap bulannya.
3. PIHAK KEDUA berhak memperoleh upah dengan keterangan sebagai berikut :
 - a. Gaji Pokok : Rp., - (xxx xxx xxx xxx);
 - b. Tunjangan Transportasi : Rp., - (xxx xxx xxx xxx)/ hari.
4. Besarnya Gaji Pokok dan Tunjangan Transportasi sebagaimana dimaksud Ayat (4) diatas dapat berubah sewaktu-waktu berdasarkan Keputusan Perusahaan dan Peraturan Perusahaan.

Picture 6.

Article 7 PKWTT

After the draft was completed, PT. Global Yupiter Indonesia agreed to use the draft PKWT and PKWTT that the author has compiled. In addition, the author also provides a draft work agreement of PKWT and PKWTT types to partners in the form of hardcopy / print out and in the form of softcopy (Microsoft Word / Docs File). During the Practice Work program, there are still no new steps that the author implements after implementation. This is because from the partner side still has not done recruitment and requires a new workforce. So that the partners still have not been able to use the PKWT and PKWTT type Work Agreements that the author has made. But in the future the partner wants to use the Employment Agreement in recruiting new workers, considering that the partner is aware of the importance of a Work Agreement to regulate the rights and obligations of the company and workers and can be used as a guideline in resolving disputes that may occur between the parties in the future. The partner feels satisfied and considers the externality of this Practical Work program greatly helps smooth the partner company in the future, and the partner hopes that the author can help the partner again if in the future help is needed in the creation of other legal documents.

Conclusions

PT. Global Yupiter Indonesia is a manufacturing company engaged in the plastics industry. Considering that in the world of employment, there must be several rights and obligations that must be fulfilled by the parties in the employment relationship, namely as employers and workers. The Employment Agreement in question serves to strengthen and clarify all the rights and obligations of the employer and the worker, one of which regulates the amount of wages to be received and the working period of the worker. Seeing the opportunity offered by the author to the partner to assist in the creation of company documents, then the partner is willing to accept the offer from the author. The process of working on the draft Work Agreement of the author is done together with the partner by beginning with the interview, and the author does not forget to explain the importance of a Work Agreement. After conducting research related to the Work Agreement together with partners, the author succeeded in generating an external from this Practical Work program, which is in the form of drafts of PKWT and PKWTT. The partner also conducts an assessment of the draft that the author has compiled, and is satisfied with the draft that the author has compiled and hopes that in the future the author can again help partners in the creation of other legal documents. In closing, the author expressed her gratitude for the guidance from the author's lecturer Ibu Shenti Agustini S.H., M.H., and the cooperation of the staff of PT. Global Yupiter Indonesia is willing to accept offers from the author's Practical Work program that is to draft PKWT and PKWTT.

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