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LEGAL DOCUMENT PLANNING AT RM.ACHUN 178

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Abstract

Achun 178 restaurant is a business engaged in Chinese cuisine. This restaurant is located on Trikarsa Ekualita street, Batam. In running his business, the owner stated that there was a problem where this business did not yet have regulations and work contracts where previously there had been cases of employees resigning from the restaurant and opening a new restaurant with the same food recipes. To solve the problems faced by restaurants, the author proposes to assist these businesses in making legal documents consisting of business regulations and work contracts. Business regulations and work contracts that have been made contain the rights and obligations of employers and employees. This is made to align goals and provide harmony to work life at Achun 178 restaurant. Making this legal document is expected to help restaurants minimize problems that exist in the future.

Keywords: *Business Regulations, Employment Contract, Chinese Food Business*

Introduction

Achun 178 restaurant engaged in the field of Chinese cuisine. On September 23 2020, Achun 178 restaurant opened its first store which is located at Komplek Batu Batam Mas Blok D No. 4. After opening for about a month the owner felt that the location was not suitable to be used as a restaurant due to a lack of parking locations and the location was quite difficult for customers to reach so the owner decided to move the location of his restaurant to a location that was considered more strategic, namely on Jl. Trikarsa Ekualita Blok H. No. 6. Previously the owner himself had opened a restaurant in Tanjung Balai Karimun. The owner sees the potential to develop in Batam City. This restaurant is open every day with operating hours from 10.00 to 21.00. The number of employees at Achun 178 restaurant at this time is 11 employees consisting of owner, manager, cashier, chef, waiter and helper positions. In restaurants, this legal document is also needed so that the restaurant's secrets and recipes are guaranteed and employees cannot just stop working arbitrarily. After conducting interviews with the owner of Achun 178 restaurant, it is known that this restaurant has cases where there are employees who just stop working and open their own restaurant. This can happen because there is no work contract and business regulations at Achun 178 restaurant. In the Manpower Law Chapter 1 Article 1 Number 2 "labor is everyone who is able to do work to produce goods and services both to meet their own needs and for society and article 1 point 4 of the Manpower Law states that an employer is an individual,

entrepreneurs, legal entities, or other bodies that employ workers by paying wages or other forms of compensation, which means that the actors who play an important role in carrying out this labor law are employers and workers. Chapter 1 Law Article 1 point 14 states that a work agreement is an agreement between a worker and an employer or employer which contains terms of employment, rights and obligations of the parties. The work agreement stated in Article 51-54 of the Manpower Law states that in making a letter of agreement there must be good faith from both parties in each agreement so that the contents of the work agreement agreed upon and signed show a balance between the rights and obligations of each party involved. in the agreement (Indonesia, 2003)

Methods

This research method is divided into 2 (two) types of data, namely research using primary data and secondary data. Primary data in this practical work report consists of Observations, where the author carries out activities and observes the situation in Achun 178 restaurant for making regulations and work contracts. Interview, where the author interviewed the owner of Achun 178 restaurant to obtain more complete information which relates to the implementation of regulations and employment contracts. The questions asked during the interview were the background of the partners, what problems the partners had experienced, and what solutions the partners had made to solve existing problems. Secondary data comes from journals and legislation.

Implementation Schedule and Budget

The implementation starts from the first week of September 5 2022 to December 31 2022. The first stage is the pre-implementation stage which is carried out in the first 3 weeks of September 2022. Next is the implementation stage which is carried out in the fourth week of October and continues in the first and last weeks. second in October 2022. After carrying out the implementation phase, the next step is the preparation of chapter I and chapter II which will be carried out in the third week of October 2022. Then the preparation of chapter III will be carried out in the fourth week of October 2022. The preparation of chapter IV will be carried out in the first week of November 2022 Then chapter V is prepared in the second week of November 2022. The last stage of this implementation process is the evaluation stage which is carried out in the second week of November 2022 until the fourth week of December 2022. The implementation starts from the first week of September 2022 until December 2022. for each activity it is paired with some of the costs required in preparing this practicum report. the first activity is preparation for implementation, in this activity there are 4 types of budget that are covered, namely consumption costs Rp. 300,000, transportation costs Rp. 280,000, stamp duty fees Rp. 22,000 and printing Rp. 40,000. The second activity is implementation, there are 3 types of budget, namely transportation costs IDR 350,000, consumption IDR 300,000, and costs for printing legal documents IDR 200,000. The third activity is an evaluation of implementation, which includes transportation costs of IDR 280,000, costs for consumables IDR 100,000, and other costs IDR 100,000. the total cost incurred was IDR 2,022,000.

In carrying out the activities of implementing this practicum report, the author assists in the drafting of legal documents. the results of the implementation of this activity are as follows:

PERATURAN RM. ACHUN 178

BAB 1 KETENTUAN UMUM Pasal 1

Dalam peraturan ini yang dimaksudkan dengan:

1. Pengusaha merupakan orang yang memiliki usaha RM.Achun 178
2. Karyawan merupakan orang yang memiliki hubungan kerja dan terikat oleh kesepakatan kerja serta menerima upah dari RM.Achun 178
3. Waktu kerja merupakan waktu atau jam kerja dimana karyawan wajib berada di tempat kerja dan melakukan pekerjaan pada hari kerja
4. Gaji merupakan sejumlah uang yang dibayarkan oleh RM.Achun 178 kepada karyawan sebagai imbalan jasa atas pegabdian yang diberikan kepada usaha tersebut.

BAB II MAKSUD DAN TUJUAN Pasal 2

1. Peraturan ini dibuat bertujuan untuk dijadikan pedoman bagi RM.Achun 178 dan karyawan dalam menjalankan kegiatan kerja dalam lingkungan usaha.
2. Tujuan pembuatan peraturan ini adalah untuk mengatur hak dan kewajiban untuk kepentingan pengusaha maupun karyawan sehingga dapat terciptanya ketenangan dalam melakukan usaha dan ketenangan kerja.
3. Untuk meningkatkan disiplin kerja dan etos kerja dalam menyeimbangkan hak dan kewajiban antara pengusaha dengan karyawan.

BAB III LARANGAN DAN SANKSI BAGI KARYAWAN Bagian Kesatu Larangan Pasal 3

1. Dilarang dengan sengaja tidak masuk kerja tanpa alasan atau dengan alasan palsu.

2. Dilarang terlambat masuk kerja melewati 10 menit atau tidak melebihi 10 menit selama 3 (tiga) kali dalam sebulan.
3. Dilarang meninggalkan tempat kerja selama jam kerja dan/atau pulang lebih cepat dari jam kerja tanpa izin.
4. Dilarang melakukan provokasi, menebarkan kebencian, dan menebarkan isu yang merugikan pengusaha maupun sesama karyawan.
5. Dilarang melakukan atau menyalahgunakan waktu kerja untuk kepentingan komersial pribadi maupun kepentingan pihak lain.

Bagian Kedua
Sanksi
Pasal 4

1. Barang siapa yang melakukan ketentuan yang diatur dalam Pasal 8 ayat (1), (2), (3), (5), akan dikenakan sanksi peringatan.
2. Karyawan yang tidak hadir berturut-turut selama 5 (lima) tanpa keterangan, maka dianggap mengundurkan diri.
3. Karyawan tidak masuk kerja karena sakit, namun tidak menyerahkan surat keterangan dokter, maka karyawan tersebut dinyatakan tidak masuk kerja.

BAB IV
KETENTUAN KERJA
Pasal 5

1. Karyawan masuk kerja dari hari Senin-Minggu mulai 09.00-15.00 (Shift 1), 03.00-21.00 (Shift 2).
2. Keterlambatan masuk kerja atau meninggalkan tempat kerja sebelum jam pulang kerja tanpa ijin, maka dinyatakan tidak masuk kerja.
3. Karyawan diwajibkan untuk menjaga kebersihan dan kerapian rumah makan.
4. 30 menit sebelum buka dan sebelum tutup, karyawan diwajibkan untuk membersihkan dan merapikan semua alat serta memastikan pintu terkunci dengan baik sebelum ditinggal pulang.

BAB V
KETENTUAN PENUTUP
Pasal 6

Hal-hal yang belum diatur atau tidak cukup diatur dalam peraturan ini, akan diatur kemudian dalam peraturan tersendiri.

Pasal 7

Peraturan ini berlaku pada tanggal ditetapkan.

Dikeluarkan di: Batam

Pada tanggal: November 2022

PEMILIK RM.ACHUN 178

ESIE

RM. ACHUN 178

SURAT KONTRAK KERJA

Nomor: 011/ASS/PKWT/VIII/2022

Yang bertanda tangan di bawah ini:

Nama : Haryono
Alamat : Jl. Trikarsa Ekualita Blok H. No. 6 Kota Batam
Jabatan : Manajer

Dalam hal ini bertindak selaku atas nama Rumah Makan Achun 178 yang beralamat di Jl. Trikarsa Ekualita Blok H. No. 6 Kota Batam dan selanjutnya disebut sebagai **Pihak Pertama.**

Nama : Melly
Jenis Kelamin : Perempuan
Tempat & tanggal lahir : Batam, 12 Juni 1995
Agama : Buddha
Pendidikan terakhir : SMA Sederajat
Alamat : Taman Kota Mas, Blok A3 No.2
No.Hp : 0895 3863 54400
Status Perkawinan : Belum Menikah

Dalam hal ini bertindak atas nama diri sendiri, dan selanjutnya disebut sebagai **Pihak Kedua.**

Pihak Pertama dan Pihak Kedua selanjutnya secara bersama-sama disebut sebagai Para Pihak. Para Pihak sepakat untuk mengadakan perjanjian kerja dengan syarat dan ketentuan sebagai berikut:

PASAL 1

RUANG LINGKUP

1. Pihak Pertama dengan ini menyatakan menerima Pihak Kedua sebagai karyawan di Rumah Makan Achun 178 yang beralamat di Jl. Trikarsa Ekualita Blok H. No. 6 Kota Batam, sesuai dengan spesialisasi yang dimiliki
2. Pihak Kedua sebagai (posisi pekerjaan dirumah makan) di restoran Pihak Pertama.

PASAL 2

HAK DAN KEWAJIBAN

1. Pihak Pertama

a. Hak Pihak Pertama

- 1) Mengawasi Pihak Kedua dalam melakukan tugasnya pada masing-masing posisi di rumah makan Pihak Pertama
- 2) Memberikan teguran dan sanksi bila Pihak Kedua tidak menjalankan aturan dan ketentuan yang berlaku di rumah makan yang telah dibuat
- 3) Meminta Pihak Kedua agar mematuhi dan taat pada etika rumah makan dan etika lainnya yang bersifat umum.

b. Kewajiban Pihak Pertama

- 1) Memberikan imbalan atau jasa kepada Pihak Kedua sebagai tenaga kerja setiap bulannya sebesar Rp.4.186.359,- (*Empat Juta Seratus Delapan Puluh Enam Ribu Tiga Ratus Lima Puluh Sembilan Rupiah*) setiap bulannya
- 2) Memberikan perlindungan hukum sepanjang Pihak Kedua melaksanakan tugas dengan baik.

2. Pihak Kedua

a. Hak Pihak Kedua

- 1) Mendapatkan imbalan atau jasa sebagai tenaga kerja sebesar Rp.4.186.359,- (*Empat Juta Seratus Delapan Puluh Enam Ribu Tiga Ratus Lima Puluh Sembilan Rupiah*) setiap bulannya
- 2) Mendapatkan perlindungan hukum sepanjang melaksanakan tugas dengan baik

- 3) Mendapatkan Tunjangan Hari Raya (THR) sebagaimana yang telah diatur dalam peraturan RM.Achun 178 setelah pihak kedua bekerja 1 tahun dan dinyatakan sebagai Karyawan Tetap
 - 4) Mendapatkan cuti tahunan sebanyak 12 hari kerja setelah Pihak Kedua bekerja 1 tahun dan dinyatakan sebagai Karyawan Tetap.
- b. Kewajiban Pihak Kedua
- 1) Melaksanakan aktifitas dengan baik dan benar
 - 2) Menjalankan aturan dan ketentuan yang berlaku di rumah makan yang telah ditetapkan
 - 3) Mematuhi dan taat pada etika rumah makan serta etika lainnya yang bersifat umum
 - 4) Melaksanakan tugas dengan baik dan tidak semena-mena berhenti bekerja dan merugikan rumah makan.

PASAL 3

JANGKA WAKTU

1. Kontrak kerja ini berlaku untuk jangka waktu 2 (dua) tahun, terhitung sejak tanggal 1 april 2022 Dan berakhir pada tanggal 1 april 2024
2. Setelah berakhirnya jangka waktu tersebut, perjanjian kerja ini dapat diperpanjang jika dipandang perlu.

PASAL 4

PEMUTUSAN PERJANJIAN KERJA

1. Pemutusan perjanjian kerja dapat dilakukan bila:
 - a. Meninggal dunia
 - b. Apabila Pihak Kedua dinyatakan tidak lagi bisa beraktifitas karena kendala kesehatan dan itu dinyatakan dengan keterangan dokter
 - c. Diberhentikan oleh Pihak Pertama bila Pihak Kedua melakukan pelanggaran disiplin dan atau etikayang bertentangan dengan norma yang dianut
2. Apabila salah satu pihak ingin memutuskan perjanjian kerja sebelum berakhir waktu perjanjian, maka pihak yang akan memutuskan perjanjian kerja wajib memberitahukan secara tertulis 1 bulan sebelumnya dan berkewajiban bagi pihak yang memutuskan untuk menyampaikan alasan yang rasional dan berupaya seminimal mungkin tidak merugikan pihak lainnya
3. Apabila Pihak Kedua memutuskan hubungan kerja dengan alasan yang tidak rasional, maka Pihak Kedua akan dikenakan sanksi sesuai dengan kebijakan yang ditetapkan di RM.Achun 178.

PASAL 5

PENYELESAIAN PERSELISIHAN

1. Apabila terdapat permasalahan atau perselisihan dalam perjanjian ini, maka para pihak akan menyelesaikan secara musyawarah untuk memperoleh kata sepakat
2. Dalam hal terjadi perselisihan pendapat dan permasalahan yang tidak dapat diselesaikan secara musyawarah atau kata sepakat, maka para pihak atau pihak yang merasa dirugikan dapat meminta bantuan pihak ketiga untuk bertindak sebagai penengah
3. Apabila perselisihan masih tidak dapat diselesaikan para pihak sepakat maka akan diselesaikan sesuai dengan peraturan perundang-undangan yang berlaku.

PASAL 6

LAIN-LAIN

1. Segala peraturan yang telah ditetapkan RM.Achun 178 merupakan kesatuan dan bagian yang tidak dapat dipisahkan dari perjanjian kerja ini, walaupun tidak dilampirkan
2. Hal-hal mengenai perubahan ketentuan atau yang belum, atau yang tidak ditentukan dalam perjanjian kerja ini akan diatur kemudian atas persetujuan para pihak dalam suatu amademen dan merupakan bagian yang tidak terpisahkan dengan perjanjian kerja ini.

PASAL 7

PENUTUP

Perjanjian kerja ini dibuat rangkap 2 dengan dibubuhi materai dan masing-masing rangkap mempunyai kekuatan hukum yang sama setelah ditandatangani oleh Pihak Pertama dan Pihak Kedua pada hari dan tanggal yang telah disebutkan

PIHAK KEDUA

PIHAK PERTAMA

Melly

Haryono

Result and Discussion

In carrying out community service, author has thought of an output design to implement for Achun 178 restaurant. After explaining the importance of a legal document to the owner and providing assistance to Achun 178 restaurant is in the form of a draft legal document, the restaurant can implement it directly for its workers. Providing exposure regarding the important role of legal documents as the operational basis of a business is carried out to partners. This is necessary because during brief interviews and several visits to partners to collect information, the

implementer concluded that business owners are obliged to understand the arrangements regarding rights and obligations between companies and employees, but in implementing Law no. 13 of 2003 concerning Manpower regarding company regulations that have not been implemented in Achun 178 restaurant. Therefore, the executor provides several inputs for assisting in the preparation of legal documents so that company problems can be minimized.

After implementing in Achun 178 restaurant, the owner feels very helpful and benefits from the designed exterior. The following is the condition of Achun 178 restaurant after receiving the outcomes of the implementation:

1. The draft legal documents provided are very helpful in increasing the level of trust of employees in the restaurant. The draft legal documents made were considered easy to understand, after which the restaurant also explained the importance of legal documents to all employees before signing.
2. The regulations that have been prepared can be used as a basis for operations, where through regulations that clearly state these rights and obligations can be used as a benchmark for legal conflicts in the future.
3. This output has bound all employees where employees who violate the rules can be subject to sanctions as stipulated.



Image 1: Project Activities

Conclusions

Achun 178 restaurant is a business engaged in Chinese food. Businesses engaged in the food sector will find many problems regarding the leaking of business food recipes. This never happened to Achun 178 restaurant, where one of the employees resigned one-sidedly and opened his own business with the same food. The problems that occur in MSMEs can be caused by the absence of legal documents such as regulations and work contracts. Based on article 1 number 20 of Law no. 13 of 2003 concerning employment reads: "company regulations are regulations made in writing by employers which contain working conditions and

company rules". In Article 1313 of the Civil Code, the word contract originates from English, namely a contract which is an act in which one or more people bind themselves to one or more people. To help solve the problems faced by Achun 178 restaurant, the author provides advice to MSMEs to make legal documents accompanied by the author. The regulations designed are based on Law Number 13 of 2003 concerning employment which contains general provisions, aims and objectives, prohibitions and sanctions, work conditions, and closing provisions. The work contract designed by the author is based on the work agreement stipulated in Article 13 of Permen No 35/2021 which contains name, gender, age, address, position, work location, amount of wages, rights and obligations of employers and workers, company regulations, tenure the work agreement contract applies, the place and date of making the work contract, as well as the signatures of both parties in the work agreement contract. Legal documents designed by the author help increase the level of trust of employees in the restaurant. Compiled regulations can be used as a basis for operations, where through regulations that clearly state these rights and obligations can be used as a benchmark for legal conflicts in the future. This legal document also binds all employees where employees who violate the rules can be subject to sanctions as stipulated.

References

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