

Received : November 31, 2022
Accepted : December 21, 2022
Published : March, 2023

Conference on Community Engagement Project
<https://journal.uib.ac.id/index.php/concept>

LEGAL DOCUMENT PLANNING AT KYAN'S CAFE

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Kyan's cafe has been operating for a long time but the café does not implement a work contract system which is useful for clarifying the status of employees working at the café, applying legal documents for example work contracts or regulations in business are also very important and both parties can also work well with a binding agreement work. This led to the turnover rate in the past year. The data collection technique carried out by the executors in the process of implementing the Student creativity program is research in the field by making direct observations in the field. In addition, the executor also conducts interviews directly with the café owner to find information and provide the right data that can help the executor resolve the existing problems. This work agreement letter aims to help make it easier for the owner to fulfill the wishes of the employee without making a decision that is contrary to the employee

Keywords: *Business Regulations, Employment Contract, Cafe Business*

Introduction

Kyan's cafe is a café that runs a business in the culinary field. The location of this activity is located in the Nagoya Garden Phase II Complex, Seraya Village, Batu Ampar District, Batam City with the owner Mr. Denny Lee. This cafe has been engaged in this culinary field for 5 years since 2017. At first, this cafe was opened at the Orchid Business Center, Batam Center. After moving for 2 years at the Orchid Business Center, the widening of the road forced the cafe to close for 1 year to find a new location. Finally, Kyan's café reopened at Komp Nagoya garden phase 2, behind the K Hotel, behind Harapan Bunda Hospital. This cafe is open every day with operating hours from 10:00 to 22:00. The number of employees at Kyan's Café for now is 9 employees consisting of the position of owner, manager, cashier, cook, barista waiter and helper. Within the scope of Kyan's Café I want to create a legal document consisting of the employment contract and the benefits provided by the café owner. What I do aims to help partners solve problems related to legal documents, so that the welfare of employees and owners is fulfilled. The work contract contains the facilities provided, and work procedures at Kyan's Café. Kyan's cafe has been operating for a long time but the café does not implement a work contract system which is useful for clarifying the status of employees working at the café, implementing legal documents for example work contracts or

regulations in business are also very important and both parties can also work well with a binding agreement work. With the existence of a work contract agreement, workers feel guaranteed and feel protected by the owner because the person concerned has the facilities or guarantees provided by the company in writing and both parties have a handle on the work agreement. Based on the author's interview with the owner, the problems encountered were not made into employee legal documents so that when they encountered legal problems it was difficult to handle them. This led to the turnover rate in the past year.

Methods

The data collection technique carried out by the executors in the process of implementing the PkM is research in the field by making direct observations in the field. Observation is a data collection technique that is carried out by observing objects directly and recording activities. In addition, the executor also conducts interviews directly with the café owner to find information and fill in the right data that can help the executor resolve the existing problems.

Implementation Schedule and Budget

This stage will be carried out in July 2022, where at this stage a visit and observation will be made to the location that will be used as the place for the Community Service program. Then explain about the PkM implementation plan, the application for permission to the owner of the UMKM to carry out the PkM, and to obtain information on matters that will assist in preparing proposals and writing PkM reports. The implementation stage begins according to the title of the practical work that the author chooses where the design of the legal document is designed according to the conditions that exist in the cafe. In order for the design to be appropriate, the steps that need to be taken are an interview with the owner, then get information on how the Café has managed its workers so far, after that you have to study the regulations and work contracts which can help the café in solving problems, after that draft legal documents start and consult the supervisor whether the legal documents produced are appropriate. If it is, then it can be practiced in the field. In the evaluation stage, the report along with the output of the results of the PkM implementation will be evaluated by the owner of Kyan's Cafe and then evaluated and assessed by the supervisor for further revision to finalization of the PkM report and collection of the final results in the form of a hardcover report to BAAK UIB. The implementation of this PkM 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. 120,000, transportation costs Rp. 200,000, stamp duty fees Rp. 30,000 and printing Rp. 5,000. The second activity is implementation, there are 3 types of budget, namely transportation costs IDR 1,000,000, consumption IDR 840,000, and costs for printing legal documents IDR 60,000. The

third activity is an evaluation of implementation, which includes transportation costs of IDR 700,000, costs for consumables IDR 60,000, and other costs IDR 400,000. the total cost incurred was IDR 3,415,000. 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:

SURAT PERJANJIAN KARYAWAN DAN PERUSAHAAN

Yang bertanda tangan di bawah ini:

1. Nama : Khe Win
Tempat dan tanggal lahir : Karimun, 02 July 1996
Pendidikan terakhir : SMA
Jenis kelamin : Laki - Laki
Agama : Katholik
Alamat : Happy Garden E3 no 6
No. KTP / SIM : 2102030207960003
Telepon : 081252568899

Dalam hal ini bertindak untuk dan atas nama diri pribadi dan selanjutnya disebut **PIHAK PERTAMA**.

2. Nama : Denny Lee
Jabatan : Owner Café
Alamat : Vila Bukit permata, permata 3 no 10

Dalam hal ini bertindak atas nama pemilik Kyan's café yang berkedudukan di Komplek Nagoya Garden Phase II, Belakang RS Harapan Bunda, Kampung Seraya, Batu Ampar, Batam Kota, Kepulauan Riau 29444 dan selanjutnya disebut **PIHAK KEDUA**.

PASAL 1

PERNYATAAN-PERNYATAAN

Ayat 1

PIHAK KEDUA telah menyatakan persetujuannya untuk menerima **PIHAK PERTAMA** selaku karyawan pada perusahaan Kyan's café yang berkedudukan di Komplek Nagoya Garden Phase II, Belakang RS Harapan Bunda, Kampung Seraya, Batu Ampar, Batam Kota, Kepulauan Riau 29444.

Ayat 2

PIHAK PERTAMA menyatakan kesediaannya selaku karyawan yang ditempatkan sebagai (*Barista*).

PASAL 2

PERNYATAAN PIHAK KEDUA

Ayat 1

PIHAK PERTAMA menyatakan kesediaannya untuk mematuhi serta mentaati seluruh peraturan tata tertib perusahaan Kyan's cafe yang telah ditetapkan **PIHAK KEDUA**.

Ayat 2

PIHAK PERTAMA menyatakan kesanggupannya untuk dijatuhi sangsi jika terbukti melakukan pelanggaran terhadap peraturan-peraturan yang telah ditetapkan perusahaan. Sangsi tersebut berupa:

1. Skorsing, atau
2. Pemutusan Hubungan Pekerjaan (PHK), atau
3. Hukuman dalam bentuk lain dengan merujuk kepada Peraturan Pemerintah yang mengaturnya.

PASAL 3

TUGAS PEKERJAAN

Ayat 1

PIHAK PERTAMA menyatakan kesediaannya untuk bekerja sebaik-baiknya sesuai dengan kemampuannya demi mendukung kemajuan perusahaan pada bidang pekerjaan yang telah ditetapkan padanya.

Ayat 2

PIHAK PERTAMA menyatakan kesediaannya untuk melaksanakan tugas dan pekerjaan lain yang oleh **PIHAK KEDUA** dianggap lebih cocok serta sesuai dengan keahlian yang dimiliki **PIHAK PERTAMA**, dengan syarat masih tetap berada di dalam lingkungan perusahaan Kyan's café

Ayat 3

PIHAK PERTAMA akan patuh pada perintah atau instruksi dari **PIHAK KEDUA** selama perintah dan instruksi tersebut demi kemajuan perusahaan dan tidak bertentangan dengan hukum dan peraturan yang berlaku di negara Republik Indonesia.

PASAL 4

KEHADIRAN DAN ABSENSI

Ayat 1

PIHAK PERTAMA akan mematuhi melaksanakan jumlah jam kerja efektif di perusahaan Kyan's cafe yang telah ditetapkan (12) (Dua Belas) jam setiap minggu dengan jumlah hari kerja (6) (Enam) hari setiap minggu, dimulai hari 01 Januari 2022 dan berakhir pada hari 01 Januari 2023

Ayat 2

PIHAK PERTAMA akan mematuhi jam masuk, jam istirahat, dan jam pulang sesuai peraturan yang ditetapkan perusahaan.

Ayat 3

Apabila **PIHAK PERTAMA** tidak masuk bekerja karena alasan kesehatan, maka ketidakhadiran **PIHAK PERTAMA** harus didukung dan dibuktikan dengan surat keterangan kesehatan dari dokter.

Ayat 4

Apabila **PIHAK PERTAMA** tidak masuk bekerja karena alasan suatu hal tertentu dan mendesak, maka ketidakhadiran **PIHAK PERTAMA** dapat dibenarkan jika telah mendapat persetujuan tertulis dari atasan yang bersangkutan.

PASAL 5

LEMBUR

Ayat 1

PIHAK PERTAMA menyatakan kesediaannya untuk masuk kerja lembur jika tersedia pekerjaan yang harus segera diselesaikan atau bersifat mendesak (*urgent*).

Ayat 2

Untuk kerja lembur sesuai ayat 1 tersebut di atas, **PIHAK PERTAMA** akan mendapatkan upah lembur yang pembayarannya akan disatukan dengan pembayaran gaji pokok dan tunjangan-tunjangan yang berhak untuk didaparkannya.

PASAL 6

GAJI POKOK DAN TUNJANGAN-TUNJANGAN

Ayat 1

PIHAK PERTAMA menyatakan kesediaannya menerima gaji pokok sebesar [(Rp. -8,000,000.00) (Delapan Juta Rupiah) setiap bulan yang akan diterimanya pada tanggal terakhir setiap bulan.

Ayat 2

Selain gaji pokok, **PIHAK PERTAMA** juga berhak mendapatkan tunjangan-tunjangan sebagai berikut:

1. Tunjangan BPJSTKU sebesar (Rp. 400,000,00) (Empat Ratus Ribu Rupiah)
2. Tunjangan BPJS KESEHATAN sebesar (Rp. 150,000,00) (Seratus Lima Puluh Ribu Rupiah)
3. Tunjangan Transportasi dan Makanan sebesar (Rp. 1,000,000,00) (Satu Juta Rupiah)

Ayat 3

Pembayaran tunjangan-tunjangan tersebut akan disatukan dengan pembayaran gaji pokok yang akan diterima **PIHAK PERTAMA** pada tanggal terakhir setiap bulan.

PASAL 7

PAJAK PENGHASILAN

Ayat 1

PIHAK PERTAMA menyatakan kesediaannya untuk menanggung pajak penghasilan sesuai peraturan yang berlaku.

Ayat 2

PIHAK KEDUA akan memotong langsung pajak penghasilan itu melalui juru bayar perusahaan.

PASAL 8

ASURANSI JIWA DAN KESEHATAN

Ayat 1

PIHAK PERTAMA sewaktu menandatangani perjanjian ini sekaligus menandatangani surat perjanjian asuransi jiwa dan kesehatan.

Ayat 2

Biaya polis asuransi jiwa dan kesehatan sesuai ayat 1 tersebut di atas sepenuhnya dibebankan kepada **PIHAK PERTAMA** dengan cara memotong langsung dari penghasilan **PIHAK PERTAMA** melalui juru bayar perusahaan.

PASAL 9

CUTI

Ayat 1

PIHAK PERTAMA berhak mendapatkan cuti jika telah mempunyai masa kerja selama (1) (Satu) tahun.

Ayat 2

Cuti yang dapat diambil **PIHAK PERTAMA** selama (14) (Empat Belas) hari setiap tahun sesuai dengan ketentuan-ketentuan tata tertib

Ayat 3

Sebelum melaksanakan cuti, **PIHAK PERTAMA** harus mengajukan permohonan secara tertulis atau lisan selambat-lambatnya (3) (tiga) hari dan telah mendapatkan pengesahan berupa tanda tangan dan ijin dari atasan langsung yang bersangkutan.

PASAL 10

PENGOBATAN

Ayat 1

PIHAK KEDUA akan turut menanggung biaya pengobatan serta perawatan jika **PIHAK PERTAMA** sakit atau memerlukan perawatan kesehatan sesuai dengan syarat, peraturan, dan ketentuan yang telah ditetapkan oleh perusahaan.

Ayat 2

Besarnya biaya pengobatan maksimum sebesar [(Rp. 300,000,00) (Tiga Ratus Ribu) per bulan apabila sakit.

Ayat 3

Untuk pengajuan bantuan biaya pengobatan, **PIHAK PERTAMA** harus memperlihatkan surat dokter dan resep obat.

PASAL 11

PENGUNDURAN DIRI

Ayat 1

PIHAK PERTAMA berhak untuk mengundurkan diri dari perusahaan.

Ayat 2

Apabila **PIHAK PERTAMA** mengundurkan diri secara baik-baik, maka **PIHAK PERTAMA** berhak menerima uang gaji, tunjangan, dan lembur sesuai dengan jumlah hari kerja yang telah dijalaninya.

Ayat 3

Pengunduran diri secara baik-baik diperlihatkan dengan cara-cara sebagai berikut:

1. **PIHAK PERTAMA** telah mengajukan surat permohonan pengunduran diri sekurang-kurangnya (1) (Satu) Bulan .
2. **PIHAK PERTAMA** tetap melaksanakan tugas dan kewajibannya hingga batas waktu pengunduran dirinya berlaku.
3. **PIHAK PERTAMA** telah menyerahkan barang-barang yang dipercayakan kepadanya dan juga telah menyelesaikan administrasi keuangan yang harus diselesaikannya.

Ayat 4

PIHAK KEDUA dengan kebijakannya dapat meminta **PIHAK PERTAMA** untuk meninggalkan perusahaan lebih awal dengan pembayaran penuh selama (30) (Tiga Puluh) hari tersebut.

PASAL 12

SURAT PERINGATAN

Ayat 1

Setiap pelanggaran atas kedisiplinan, tata tertib, dan peraturan-peraturan yang dilakukan **PIHAK PERTAMA** akan menyebabkan diberikannya Surat Peringatan tertulis kepada **PIHAK PERTAMA**.

Ayat 2

Apabila **PIHAK PERTAMA** telah mendapatkan Surat Peringatan (3)(Tiga) kali, maka **PIHAK KEDUA** dapat melaksanakan Pemutusan Hubungan Kerja (PHK) terhadap **PIHAK PERTAMA**.

PASAL 13

PEMUTUSAN HUBUNGAN KERJA (PHK)

Ayat 1

Dengan memperhatikan Undang-Undang dan Peraturan Ketenagakerjaan yang berlaku, **PIHAK KEDUA** dapat mengakhiri hubungan kerja dengan **PIHAK PERTAMA**.

Ayat 2

Jika terjadi Pemutusan Hubungan Kerja (PHK), maka **PIHAK KEDUA** diharuskan mengembalikan barang-barang yang selama itu dipercayakan padanya, yaitu:

1. -----
2. -----
3. -----
4. -----
5. -----
6. -----

Ayat 3

PIHAK KEDUA juga diharuskan menyelesaikan hal-hal yang berhubungan dengan administrasi keuangan, seperti hutang atau pinjaman yang dilakukan **PIHAK KEDUA**.

Ayat 4

Pemutusan Hubungan Kerja (PHK) yang dikarenakan pelanggaran yang dilakukan **PIHAK PERTAMA** atau karena hal-hal yang merugikan **PIHAK KEDUA**, maka **PIHAK KEDUA** tidak wajib memberikan pesangon.

PASAL 14

PENYELESAIAN PERSELISIHAN

Ayat 1

Apabila terjadi perselisihan antara kedua belah pihak, akan diselesaikan secara musyawarah untuk mencapai mufakat.

Ayat 2

Apabila dengan cara ayat 1 pasal ini tidak tercapai kata sepakat, maka kedua belah pihak sepakat untuk menyelesaikan permasalahan tersebut dilakukan melalui prosedur hukum, dengan memilih kedudukan hukum di Kantor Kepaniteraan Pengadilan Negeri Batam.

PASAL 15

PENUTUP

Demikianlah perjanjian ini dibuat, disetujui, dan ditandatangani dalam rangkap dua, asli dan tembusan bermaterai cukup dan berkekuatan hukum yang sama. Satu dipegang oleh **PIHAK PERTAMA** dan lainnya untuk **PIHAK KEDUA**.

Dibuat di : Kyan's cafe

Tanggal : 01 Januari 2022

PIHAK PERTAMA

[Khe Win]

PIHAK KEDUA

[Denny Lee]

Result and Discussion

In carrying out community service (PkM), the Executor has thought of an output design that he wants to implement for kyan's cafe. After explaining the importance of a legal document to the owner and providing assistance to Kyan's cafe is in the form of a draft legal document, the café 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 where PKM is

implemented. 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 Kyan's café. Therefore, the executor provides several inputs for assisting in the preparation of legal documents so that company problems can be minimized.

After implementing in kyan's café, the owner feels very helpful and benefits from the designed exterior. The following is the condition of Kyan's Cafe after receiving the outcomes of the PkM implementation:

1. The draft legal documents provided are very helpful in increasing the level of trust of employees in the café. 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

The purpose of the Work Agreement Letter (SPK) is all agreements are clear between the owners and employees, Guarantee certainty of benefits or facilities provided to employees, Can help encourage quality human resources, Can maintain the confidentiality of recipes in the scope of the café. Namely forming a good and correct Cooperation agreement letter for partners. The impact of the legal is very helpful for worker and owner of this café because it helping the worker to trust and relief of all their worries. This work agreement letter aims to help make it easier for the owner to fulfill the wishes of the employee without any decisions that are contrary to the employee and can make it easier for the owner to refer back to the agreement that has been set. 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 Kyan's café, 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.

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