CHAPTER V DATA ANALYSIS AND PLANNING

A. Data Analisis

When carrying out Practical Work at Boncake Gallery for approximately three months the author conducted interview sessions with the laundry owner and employees about the problems that exist in Boncake Gallery which has been estabilished for around 6 years ago, so the authors know that this company from the start hadn't had a written work agreement that must be applied by the company, therefore this company have been deprivation both materially and non-materially. In the absence of employment contracts or employment agreements resulting in employees feeling unattached to the company make a lot of employees who withdraw unilaterally without giving notice to the company which results in the company's operations being disrupted and making it difficult for the company to recruit new employees due to this company is engaged in services which then have an impact on service and customer satisfaction not even with the resignation of employees who unilaterally also have an impact on employees who are still there which results in them having to work for a longer period of time to complete the work left by employees who have unilaterally resigned so that the authors conducted a study of the problems that occurred in Boncake Gallery with Law No. 13 of 2003 concerning Manpower Article 57 paragraph (1) and (2) affirming that

Law Number 13 of 2003 Article 57 section

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(1) "Work agreements for a certain period of time are made in writing and must be in Indonesian and Latin letters".

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(2) "The working agreement for a specified time is not in writing contrary to the provision as referred to in paragraph (1) is declared as an employment agreement for an indefinite period."

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After the Job Training at Boncake Gallery then through the results of interviews and observations in the field it can be concluded that what is needed by Boncake Gallery so that there is no violation of the Manpower Law is a contract or work agreement in which the work contract is clearly stated concerning matters agreed upon by the parties as long as they have a working relationship between the owner of the company and their employees because in the work contract it regulates the start and duration of the work agreement, the work conditions that contain the rights and obligations of the company or worker. A work contract is an agreement between an employee and an employer, whereas the agreement have characterized of a certain wage or salary agreed upon and the existence of a relationship, dierstverhanding in Dutch is defined as a relationship based on which one management party has the right to give orders - the order that must be obeyed by the workers ".

Therefore, during the course of Practice Work at Boncake Gallery the writer collects the material required for draft making of a work agreement or a contract of work that is based on the provisions of the rules of the laws and regulations Number 13 of 2013 About Employment.

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¹ Indonesia, *Undang-Undang Ketenagakerjaan*, UU No.13 tahun 2003, Ps. 57.

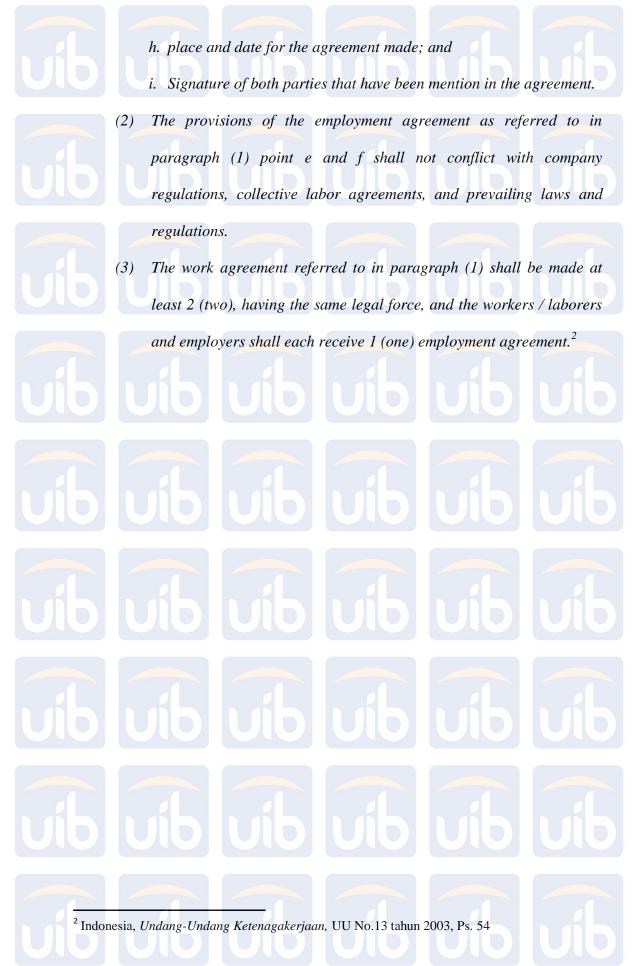


Based on the analysis of the authors, the authors conclude through direct observation of the Boncake Gallery and interviews with the owners and employees of the company itself, the authors conclude that the Boncake Gallery still does not have a concept agreement or employment contract between the company and the worker. Therefore, based on the laws and regulations of Law Number 13 of 2003 Article 57, the author will draft a work contract in order to minimize the problems that will arise due to the absence of written employment contracts.

In drafting a contract or work agreement for Boncake Gallery, the work contract that the author will design should be based on the provisions of Article 54 of Act No. 13 of 2003 concerning Manpower, namely as follows:

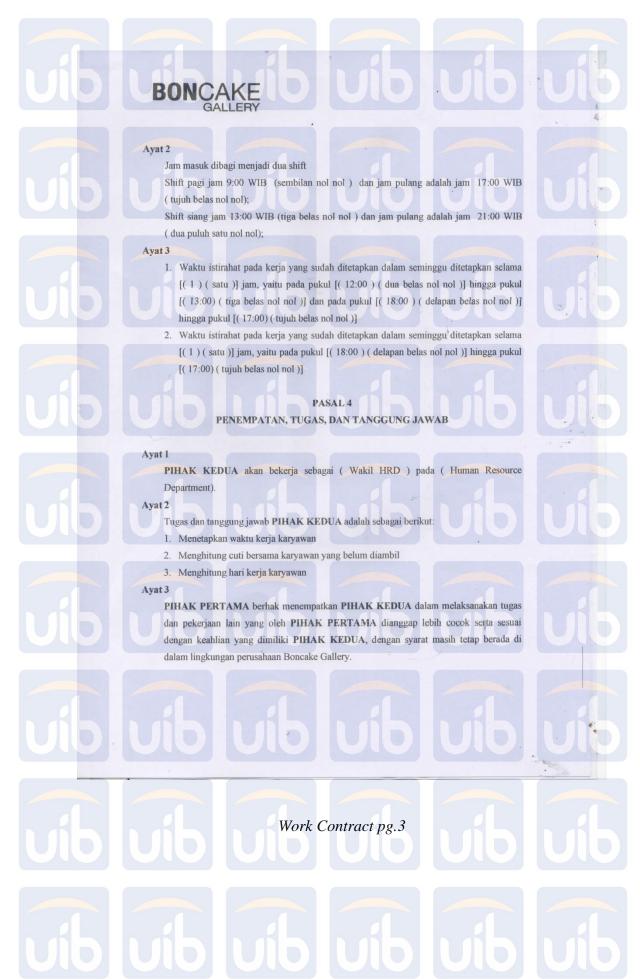
Provisions of Article 54

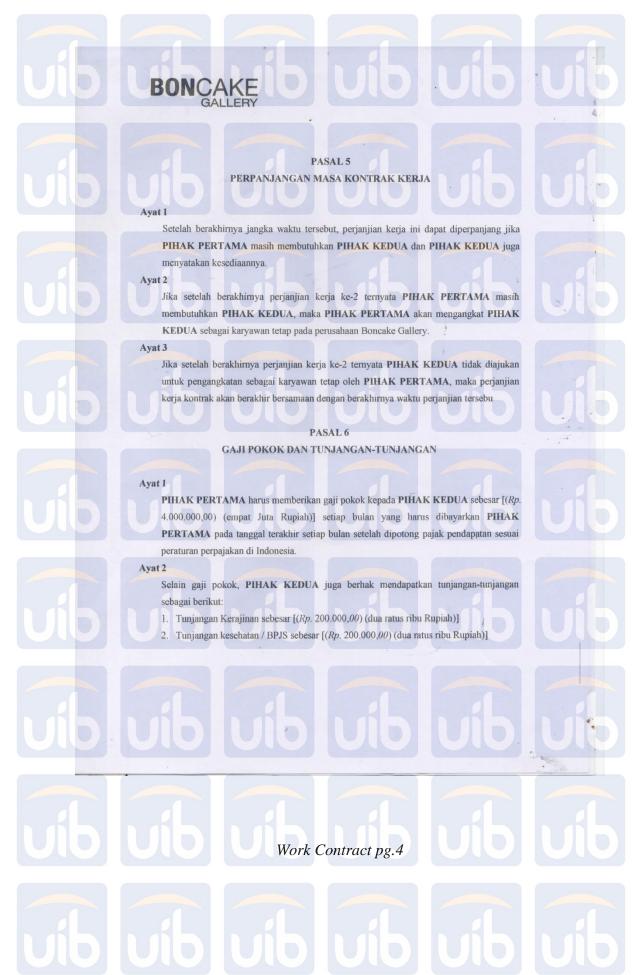
- (1) Working Agreement at least should be contains:
 - a. Name, company address, and type of business;
 - b. Name, gender, age and address of the worker;
 - c. Job position / title and type
 - d. Place of work;
 - e. Salary/wages and way to paid
 - f. terms of employment which include the rights and obligations of employers and workers / laborers;
 - g. terms and condition of the working period;

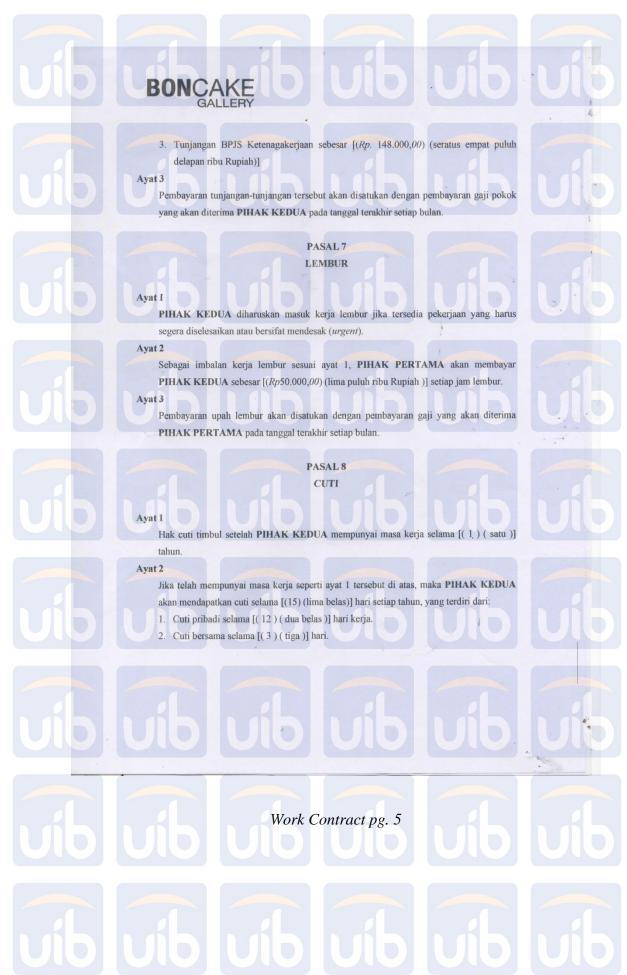


The following time-specific work agreements have been designed by the author: SURAT PERJANJIAN KERJA Nomor: 001/HRD/PK/IV/2019 Yang bertanda tangan di bawah ini: Tan Eni Nama Jabatan Direktur Komp. Angkasa Utama Blok A no.5, Batu Ampar, Batam Alamat Dalam hal ini bertindak atas nama direksi Boncake Gallery yang berkedudukan di Jalan Bunga Raya, Komplek Pertokoan Baloi Kusuma Blok A No. 15E & 15F dan selanjutnya disebut PIHAK PERTAMA. Nama Ema Multhazam Tempat dan tanggal lahir Pangkajene/ 5 Mei 1979 Pendidikan terakhir Sarjana Jenis kelamin Perempuan Islam Agama Alamat Hang Tuah B5 No.41 No. KTP / SIM 2171104505799013 Telepon 0857 6574 7579 Dalam hal ini bertindak untuk dan atas nama diri pribadi dan selanjutnya disebut PIHAK KEDUA. PASAL 1 MASA KERJA PIHAK PERTAMA menyatakan menerima PIHAK KEDUA sebagai karyawan kontrak satu tahun di perusahaan Boncake Gallery yang berkedudukan di Jalan Bunga Raya, Komplek Pertokoan Baloi Kusuma Blok A No. 15E & 15F dan PIHAK KEDUA dengan ini menyatakan kesediaannya. Work Contract pg.1

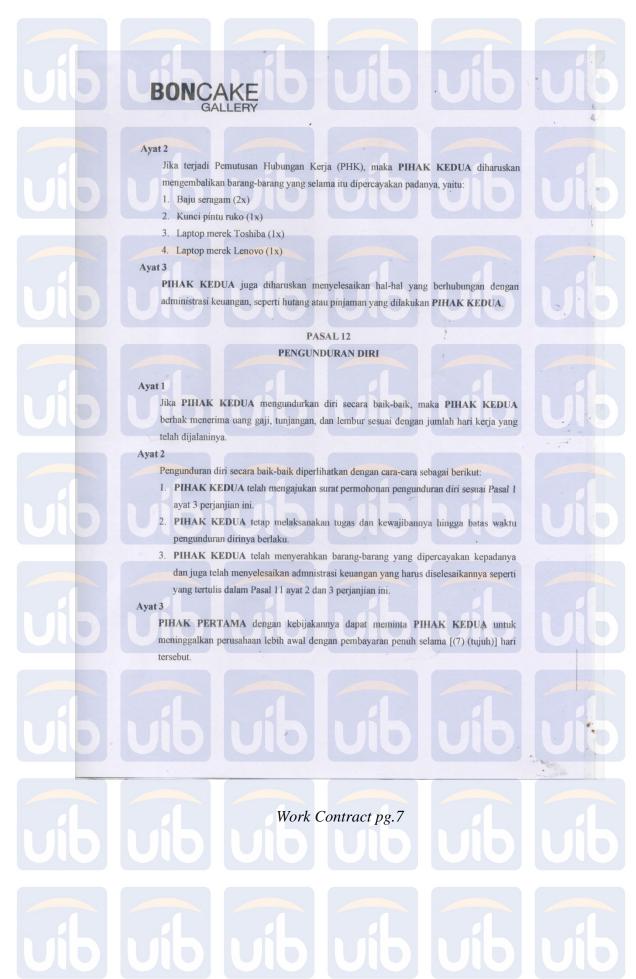












BONCAL PASAL 13 BERAKHIRNYA PERJANJIAN Selain seperti yang tertulis dalam Pasal 5 ayat 3 perjanjian ini, perjanjian kerja ini akan berakhir dengan sendirinya jika PIHAK KEDUA meninggal dunia. PASAL 14 KEADAAN DARURAT (FORCE MAJEUR) Perjanjian kerja ini batal dengan sendirinya jika karena keadaan atau situasi yang memaksa, seperti: bencana alam, pemberontakan, perang, huru-hara, kerusuhan, Peraturan Pemerintah atau apapun yang mengakibatkan perjanjian kerja ini tidak mungkin lagi untuk diwujudkan. PASAL 15 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 Pengadilan Negeri Batam. PASAL 16 PENUTUP Demikianlah perjanjian ini dibuat, disetujui, dan ditandatangani dalam rangkap dua, asli dan tembusan bermaterei cukup dan berkekuatan hukum yang sama. Satu dipegang oleh PIHAK PERTAMA dan lainnya untuk PIHAK KEDUA. Work Contract pg.8

