



# YOUTH RIGHTS @ WORK

A Facilitator's Guide by and for Indonesian Trade Unions



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Trade Unions**

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# Preface from the Indonesian Labour Union Confederations

**LABOUR** unions in Indonesia have felt the strong impact of globalisation. Not only have globalization, free trade and a changing industrial relations system brought about a flexible and informal labour market. But ensuing outsourcing practices have also reduced the pool of formal workers which has consequently reduced the number of labour union members.

To keep up with these changes, Labour Unions have decided to focus on education and training to organise their members, and especially youth. To carry out this training programme, Labour Unions need practical and simple material that can be easily used and that matches the competencies and skills of the trainers.

We (KSPSI Pasar Minggu, KSPSI Kalibata, KSPI and KSBSI from the national confederations) would like to thank the ILO-EAST project, which is funded by the Embassy of the Kingdom of the Netherlands in Jakarta, for supporting us to put together this Facilitator's Guide.

The guide is part of an initiative that reaches out to youth in the formal and informal economy, to increase awareness of their rights, to empower them to join a labour union and to encourage them to take a stand for their rights. Activities in

this guide are designed to target youth between 15 and 29 years who will enter or have just entered the labour market. No specific knowledge is required to read this guide, apart from basic literacy and numeracy skills.

We would like to thank the Working Group for its hard work as it has been actively involved in putting this guidebook together and successfully training 11 facilitators from different confederations.

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Finally, we hope this Youth Rights at Work guide will not only benefit confederation members but also other relevant parties.

Jakarta, 12 August 2011

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# Why does this Guide exist and how to use it

**THE DISTRIBUTION** of wealth in a country partly depends on how workers and employers negotiate it. The stronger one party is, the more the balance will hinge towards it. Workers' bargaining power through trade unions in Indonesia is therefore of core importance to ensure the fair distribution of resources, decent work for all and the efficient and effective reduction of poverty.

Several positive and negative factors have affected workers' bargaining power since the 1990s, including:

- i. the 1997 Asian Financial crisis, which on one hand encouraged workers to join unions in order to protect their rights, but on the other hand made it more difficult for unions to defend the rights and interest of workers due to lesser and lesser resources available;
- ii. the capacity of unions to register, organise and bargain collectively, which came about with the *Reformasi* era;
- iii. increased globalisation, which relocated companies' real decision makers beyond the reach of unions;

- iv. the increased use of outsourcing contracts and amount of work in the informal economy, which significantly weakens the bargaining position of many workers;
- v. and a growing number of labour market entrants with a general lack of interest to join a union.

In 2008, 3.3 million workers were union members in Indonesia. This number has declined from 3.4 million in 2005.<sup>1</sup> Furthermore, in 2009, 92 per cent of workers were employed in the informal economy or did not have any form of contract. To improve this situation, the Indonesian labour union confederations K-SPSI Pasar Minggu (*Konfederasi Serikat Pekerja Seluruh Indonesia Pasar Minggu*), K-SPSI Kalibata (*Konfederasi Serikat Pekerja Seluruh Indonesia Kalibata*), K-SPI (*Konfederasi Serikat Pekerja Indonesia*) and KSBSI (*Konfederasi Serikat Buruh Sejahtera Indonesia*), decided to step up their recruitment campaigns, especially among youth starting their professional lives.

National labour laws, collective agreements and individual contracts define the rights and entitlements of young people as they enter the labour market. Yet, in general, young Indonesians do not seem to know the rules, contractual entitlements and obligations governing the working conditions of their first jobs. This guide attempts to reach out to young workers in the formal and informal economy, to make them aware of their rights, to empower them to join a union and to take a stand for their rights.

The guide is expected to fill a void in the education system that is currently offered to young Indonesians. 20 per cent of the Indonesian state budget is spent on education, but no provision has been made to inform young women and men about their rights at work, leaving them vulnerable to exploitation and abuse.

It is therefore crucial to provide young people with the information they need. Young people will be better prepared to manage their first experiences at the workplace if they know and understand their rights and responsibilities at work.

The activities of the guide are designed to target young people between 15 and 29 years old who are about to enter or have just entered the labour market. No specific knowledge is required to attend the learning sessions developed on the basis of the guide, apart from basic literacy and numeracy skills.

The overarching goal of this guide is to enhance the knowledge, understanding and ability of young workers to defend their rights at their workplace. To this end, it is organised around three learning outcomes (see table below). These learning outcomes can be reached through the proposed training, or through some other

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<sup>1</sup> Syahrul, Andi (2008): *Hasil Verifikasi SP/SB pada tanggal 15 Mei 2008*, Jakarta: Kementerian Tenaga Kerja dan Transmigrasi.

means (i.e. the facilitator should choose activities freely that best relate to the training needs and learning styles of the participants). The activities can also be split, lengthened or shortened.

Participants can either acquire these learning outcomes by going through the training programme or through direct experience. The young person can be assessed and certified for each learning outcome, whether s/he has followed the training or not. As the guide is structured around specific learning outcomes, its content is easier to mainstream within existing training programmes that are delivered across the country.

For each learning outcome the guide provides a breakdown into elements of competencies and the related assessment criteria, a full introduction to the subject at hand and a series of activities. The facilitator's notes on both content and the learning process complete the guide.

Learning Outcomes	Sub-Outcomes
Understand one's legal and contractual rights and entitlements	Understand core labour standards
	Understand rights related to working time and leave
	Understand wage entitlements
	Understand social protection entitlements
Understand rights and apply principles of Occupational Safety and Health	Understand Occupational Safety and Health (OSH) rights and responsibilities
	Identify risks and take initiative to minimise them
Defend rights and manage conflicts in the workplace	Take steps to minimise conflicts
	Make use of unions' collective bargaining power to defend one's rights and interests

# Learning Outcome 1:

Understand one's legal and contractual rights and entitlements

Learning Outcome	Sub outcomes	Assessment Criteria
<b>Understand one's legal and contractual rights and entitlements</b>	Understand core labour standards	Name four core labour standards
	Understand rights related to working time and leave	Explain working time for any given job
	Understand wage entitlements	Calculate take home pay for any given job
	Understand social protection entitlements	List social protection entitlements

## Introduction

# 18 ILO conventions ratified by Indonesia:

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1. C19 Equality of Treatment (accident compensation) Convention
2. C27 Marking of Weight (Packages Transported by Vessels)
3. **C29 Forced Labour Convention**
4. C45 Underground Work (Woman) Convention
5. C69 Certification of Ship's Cooks Convention
6. C81 Labour Inspection Convention 1947
7. **C87 Freedom of Association and Protection of the Right to Organise Convention**
8. C88 Employment Service Convention
9. **C98 Right to Organise and Collective Bargaining Convention**
10. **C100 Equal Remuneration Convention**
11. **C105 Abolition of Forced Labour Convention**
12. C106 Weekly Rest (Commerce and Office) Convention
13. **C111 Discrimination (Employment and Occupation) Convention**
14. C120 Hygiene (Commerce and Office) Convention
15. **C138 Minimum Age Convention**
16. C144 Tripartite Consultation (International Labour Standard) Convention
17. **C182 Worst Forms of Child Labour Convention**
18. C185 Seafarer's Identity Document Convention (Revised) 2003

(Remark: The Conventions marked in bold are core ILO Conventions; see [http://www.ilo.org/ilolex/cgi-lex/ratific.pl?\(Indonesia\)](http://www.ilo.org/ilolex/cgi-lex/ratific.pl?(Indonesia)))

**SINCE** 1919, the International Labour Organisation has maintained and developed a system of **international labour standards** aimed at promoting opportunities for women and men to obtain decent and productive work, in conditions of freedom, equity, security and dignity. In today's globalised economy, international labour standards are essential components in the international framework to ensure that the growth of the global economy provides benefits to all. International labour standards intend to ensure that economic growth goes hand in hand with improved living standards. In the context of globalisation, international labour standards also help to prevent governments and employers to lower labour standards in the pursuit greater comparative advantages in international trade.

A labour market governed by fair rules and institutions is more efficient and brings benefits to all. The establishment of freedom of association, social protection, occupational safety and health, vocational training and other measures required by international labour standards have proven to be effective strategies to reduce poverty and to help workers to enter the formal economy.

International labour standards are legal instruments drawn up by the ILO's constituents (governments, employers and workers), which set out basic principles and rights at work. They are either Conventions, which are legally binding international treaties that may be ratified by member states, or Recommendations, which serve as non-binding guidelines. In many cases, a Convention lays down the basic principles to be implemented by ratifying countries, while a related Recommendation supplements the Convention by providing more detailed guidelines on how it may be applied.

All Indonesian citizens have constitutional rights related to Employment (Art. 27, Paragraph 2), Freedom of Association (Art. 28) and Social Welfare (Art. 33). In addition, Indonesia has ratified 18 ILO Conventions (see box above). These ratifications include all eight of the fundamental/core, ILO Conventions – labour standards that express fundamental human rights at work. These fundamental principle and rights at work are:

Core labour standards	Related Conventions <sup>2</sup>	Ratification details
<b>Freedom of association and effective recognition of the right to collective bargaining</b>	C 87	Presidential Decree No. 83 of 1998
	C 98	Act No. 18 of 1956
<b>Elimination of all forms of forced or compulsory labour</b>	C 29	By the West Indies Government on March 31, 1933, and validated by Government gazette No. 261
	C 105	Act No. 19 of 1999

<sup>2</sup> See <http://www.ilo.org/ilolex/english/convdisp1.htm> for more information on each core labour convention.

Core labour standards	Related Conventions <sup>2</sup>	Ratification details
<b>Effective abolition of child labour</b>	C 138	Act No. 20 of 1999
	C 182	Act No. 1 of 2000
<b>Elimination of discrimination in respect to employment and occupation</b>	C 100	Act No. 80 of 1957
	C 111	Act No. 21 of 1999

### **A. Freedom of association and effective recognition of the right to collective bargaining**

All workers and all employers have the right to form freely and join groups for the promotion and defence of their occupational interests. Freedom of association, together with such basic civil and political rights as freedom of expression, is the basis for democratic representation and governance in the world of work. Those concerned need to be able to exercise their right to influence matters that directly concern them. In other words, their voice needs to be heard and taken into account.

Workers can set up, join and run their own organisations without interference from the State or one another. Of course, they have to respect the law of the land - but the law of the land, in turn, must respect the principles of freedom of association. These principles cannot be set aside for any sector of activities or group of workers.

The right to run freely their own activities means that worker and employer organisations can independently determine how they govern their organisations and wish to promote and defend their occupational interests. This covers both long-term strategies and action in specific circumstances, including recourse to strikes and lockouts. They can independently affiliate to international organisations, cooperate within and receive assistance from them.



**Voluntary collective bargaining is a process through which employers – or their organisations – and trade unions or, in their absence, representatives freely designated by the workers, discuss and negotiate their relations, in particular terms and conditions of work.**

Voluntary collective bargaining is a process through which employers – or their organisations – and trade unions or, in their absence, representatives freely designated by the workers, discuss and negotiate their relations, in particular terms and conditions of work. Such bargaining in good faith aims at reaching mutually acceptable collective agreements.

The collective bargaining process also covers the phase before actual negotiations – information sharing, consultation, joint assessments – as well as the implementation of collective agreements. Where agreement is not reached solely through the efforts of the parties themselves, procedures ranging from conciliation through mediation to arbitration may be used to assist the parties in concluding agreements and settling disputes.

Workers also have the right to strike to defend their occupational interests. The right to strike may be exercised in the context of collective bargaining, as a means of exerting pressure upon employers to negotiate and conclude collective agreements. Additionally the exercise of the right to strike is not limited to strikes intended to secure collective bargaining. Workers have the right to use strike action to support positions on broad social and economic policy issues, such as wage policy, that affect their occupational interests. However strikes of a purely political nature are not protected by freedom of association principles.

Ensuring freedom of association and the right to collective bargaining in practice requires, among other things, a legal basis which guarantees that these rights are enforced and an enabling institutional framework, which can be tripartite<sup>3</sup>, between the employer and worker organisations, or combinations of both. The State must furthermore ensure that workers enjoy adequate and effective protection against all acts of anti-union discrimination, including dismissals and denials of promotion for exercising their freedom of association rights. Additionally social dialogue must be promoted, so that employer and worker organisations actively work together as partners to resolve joint problems and challenges in a manner acceptable to both parties.

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<sup>3</sup> A tripartite institutional framework encompasses the government, employers and workers' representatives that work together through cooperation, consultation, negotiation and compromise.

In Indonesia, the following legal instruments concerning “Freedom of association” and “Effective recognition of the right to collective bargaining” exist:

Instruments	Contents
1945 Constitution, Article 28 on Freedom of Association and Organisation (Second Amendment)	Every person has the right to live and defend his or her life and existence.
Act No. 21 of 2000 on Trade Unions, Article 25, Paragraph 1a.	Labour unions, federations and confederations of labour unions that already have a registration number, have the right to sign a Memorandum of Understanding with employers.
Presidential Decree No. 83 of 1998 on the ratification of ILO Convention No. 87 on Freedom of Association and Protection of the Right to Organise, 1948	Article 2. Workers and employers, without any distinction whatsoever, have the right to establish their own organisation and, according to the stipulations of each organisation, join with other organisations of their own choice without being influenced by another party.
Act No. 18 of 1956 on the ratification of ILO Convention No. 98 on the Right to Organise and Collective Bargaining, 1949	Article 1. 1. Workers are entitled to adequate protection against anti-union acts of discrimination relating directly to their work. 2. Such protection shall be used primarily against acts: <ul style="list-style-type: none"> <li>a) requiring a worker not to join a labour union or relinquish union membership;</li> <li>b) dismissing or harming in any other way the worker because of her or his union membership or participation in labour union activities outside or within working hours, with the consent of the employer.</li> </ul>

## **B. Elimination of all forms of forced or compulsory labour**

Economic circumstances can compel people to barter away their freedom and labour exploitation can occur in many forms. Forced labour occurs where work or service is exacted without the consent of workers, by the State or individuals who have the will and power to threaten workers with severe deprivations, such as withholding food, land or wages, physical violence or sexual abuse and restrictions on movement.

**Forced labour occurs where work or services are exacted without the consent of workers, by the State or individuals who have the will and power to threaten workers with severe deprivations, such as withholding food, land or wages, physical violence or sexual abuse and restrictions on movement.**

For example, a domestic worker, even if he or she had voluntarily entered into an employment relationship, is in a forced labour situation when the head of a household takes away identity papers, forbids the worker to go outside and threatens him or her with, for instance, beatings or non-payment of salary in case of disobedience. The domestic may also work for an unbearably low wage, but that is another matter. If he or she were free to leave, this would not amount to forced labour - but to exploitation.

Another example of forced labour arises when villagers, whether they want to or not, have to provide substantial help constructing roads, digging irrigation channels, etc. and where government administrators, police officers or traditional chiefs brandish a credible menace if the requisitioned men, women or children do not turn up for this work.

Bonding workers through debts is, in fact, a widespread form of forced labour in a number of developing countries. Sometimes it originates with a poor and illiterate peasant pledging labour services to an intermediary or a landowner to work off a debt over a period of time. Sometimes the obligation is passed on from one family member to another, even down to children and from one generation to another. The labour service is rarely defined or limited in duration, and wages are fixed at such rates that the labourer is unable to pay off the debt. The worker thus becomes dependent on the intermediary or on the landowner and labours in slave-like conditions, unable to seek other employment and often, if he or she is an agricultural worker, tied to the landowner's property. The threat and, indeed, the occurrence of violence or other penalties for failing to work turn an economic relationship into a forced labour situation.

Labour trafficking can give rise to forced labour. One way in which traffickers tend to put themselves into a threatening position is by confiscating the identity papers of the person they move for employment purposes. Also, traffickers often make labourers dependent through cash advances or loans that trafficked victims can not pay back. Traffickers may also resort to kidnapping, notably of children. Forced labour may also begin at the point of destination, where traffickers, the persons linked to them or the employers give their victims no choice as to what

work to perform, working conditions and most importantly whether to continue performing the work in question. Means of intimidation or threat can range from revealing the victim's illegal status to the police, to physical assault and sexual abuse.

### **C. Effective elimination of child labour**

Children enjoy the same human rights accorded to all people. But, lacking the knowledge, experience or physical development of adults and the power to defend their own interests in an adult world, children also have distinct rights to protection by virtue of their age. One of these is protection from economic exploitation and from work dangerous to their health and morals, or work which hampers their development.

The main principle of the effective abolition of child labour is to ensure that every girl and boy has the opportunity to develop physically and mentally to her or his full potential. This aims at stopping all work by children that jeopardises their education and development, as a question of fundamental human dignity and in order to ensure that society may benefit from the productive capacity of future generations. This does not mean stopping all work performed by children. International labour standards allow a distinction to be made between what constitutes acceptable and unacceptable forms of work for children at different ages and stages of their development.

**The aim of the effective elimination of child labour is to stop all work by children that jeopardizes their education and development, as a question of fundamental human dignity and in order to ensure that society may benefit from the productive capacity of future generations.**

The principle extends from formal employment to the informal economy where, indeed, many children involved in child labour are found. It covers family-based enterprises, agricultural undertakings, domestic work and unpaid work carried out under various customary arrangements whereby children perform duties in return for their keep.

According to the joint BPS/ILO 2009 Indonesia Child Labour Survey (ICLS), over four million children aged 5-17 were found to be working children and over 1.7

million were found to be child labourers in Indonesia. To effectively eliminate child labour in Indonesia, the Government of Indonesia (GoI) ratified the ILO Convention No. 138 concerning Minimum Age for Admission to Employment by Law No. 20 of 1999 and ILO Convention No. 182 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour by Law No. 1 of 2000. While the former declares that the minimum age admission to employment in Indonesia is 15 years, the latter defines four types of work that are considered the Worst Forms of Child Labour (WFCL): (1) slavery or slavery-like practices, (2) illicit or illegal activities, (3) sexual exploitation for commercial purposes and (4) hazardous work. These types of work are considered unacceptable for all children under the age of 18 years and their elimination was declared as a matter for urgent and immediate action.

Thus, with the Presidential Decree No. 12 of 2001, a National Action Committee (NAC) for the Elimination of the WFCL was established in Indonesia. The NAC subsequently developed a National Action Plan (NAP) that mapped the problem of child labour and called for the coordinated effort of stakeholders in all sectors to withdraw and prevent children from the WFCL.

In 2009, the establishment of Provincial and District Action Committees was encouraged by Decree No. 6 of the Minister of Home Affairs (MoHA). In 2011, 30 provinces had established a Provincial Action Committee and more than 150 districts out of the total 530 districts and municipalities in Indonesia had established a District Action Committee for the Elimination of WFCL.

Providing relevant and accessible basic education is central to any effective strategy devised to eliminate child labour. However, education must be embedded in a whole range of other measures, aiming at combating many factors, such as poverty, lack of awareness of children's rights and inadequate systems of social protection that give rise to child labour and allow it to persist. In Indonesia, the GoI continues to make progress in terms of ensuring for an education for all children by 2015 through its nine-year Compulsory Education Programme (*WAJAR DIKDAS – Wajib Belajar Pendidikan Dasar*). In 2009, as mandated by the constitution, around USD 20.6 billion (or 20 per cent of the national budget) was allocated to education, especially focusing on ensuring the availability, affordability, quality, relevance and equality of educational services for all children, including children in WFCL and in remote areas.

#### **D. Elimination of discrimination in respect of employment and occupation**

Discrimination at work can occur in many different settings, from high-rise office buildings to rural villages and in a variety of forms. It can affect men or women on the basis of their sex, race or skin colour, national extraction or social origin, religion, or political opinions. Often countries decide to ban distinctions or

**Discrimination occurs when individuals are denied opportunities at work and thus robs societies of what those people can and could contribute towards their development.**

exclusions and forbid discrimination on other grounds as well, such as disability, HIV status or age. Discrimination occurs when individuals are denied opportunities at work and thus robs societies of what those people can and could contribute towards their development.

Discrimination in employment or occupation may be direct or indirect. Direct discrimination exists when laws, rules or practices explicitly cite a particular ground, such as sex, race, etc. to deny equal opportunities. For instance, if a wife, but not a husband, must obtain the spouse's consent to apply for a loan or a passport needed to engage in an occupation, this would be direct discrimination on the basis of sex.

Indirect discrimination occurs where rules or practices appear on the surface to be neutral but in practice lead to exclusions. Requiring applicants to be a certain height, where such a height requirement is inconsequential or has no bearing on the ability to perform the job, could disproportionately exclude women and members of some ethnic groups, for example. Unless the specified height is absolutely necessary to perform the particular job, a height requirement is an act of indirect discrimination.

Sexual harassment in the workplace is a common form of discrimination on the basis of sex. Young people, particularly young women entering the labour force, are most vulnerable to sexual harassment.

Sexual harassment describes any unwelcomed behaviour of a sexual nature. The behaviour can consist of a request for sexual favours, it can be either verbal or physical conduct or a gesture of a sexual nature or other conduct of a sexual nature. Unwanted conduct is any conduct that is not requested or invited by the recipient and the recipient of the conduct considers such conduct to be undesirable or offensive. Whether the behaviour was unwelcome is a subjective question from the perspective of the particular person alleging sexual harassment. Whether the behaviour is considered acceptable for other people or has been accepted as part of the work environment in the past is not relevant. In this regard, how the conduct is perceived and experienced by the recipient is important, not the intention behind the conduct.

One of the difficulties in assessing sexual harassment cases is that the conduct must be considered within the context in which it occurs. A particular conduct that is not considered to be offensive, humiliating or intimidating in one situation, may be considered as such in a different context or situation.

Sexual harassment can occur between persons of the opposite or same sex. Both men and women can be victims or perpetrators of behaviour considered rude, humiliating or intimidating.

Employers have a responsibility to prevent and respond to instances of sexual harassment in the workplace. Government Guidelines on Sexual Harassment at the Workplace have been issued in a Circular Letter (SE.03/MEN/IV/2011) by the Ministry of Manpower and Transmigration. These Guidelines provide clear guidance to employers on how to fulfil their responsibilities.

Eliminating discrimination starts with dismantling barriers to employment and ensuring equality in access to training, education as well as the ability to own and use resources such as land and credit. It continues with fixing conditions for setting up and running enterprises of all types and sizes and the policies and practices related to hiring, assignment of tasks, working conditions, pay, benefits, promotions, lay-offs and termination of employment. Merit and the ability to do a job, not irrelevant characteristics, should be the guide.

Equality at work means that all individuals should be accorded equal opportunities in the labour market, including not only access to jobs, but access to the training necessary to develop fully the knowledge, skills and competencies relevant to the economic activities they wish to pursue. Measures to promote equality need to take into account diversity in culture, language, family circumstances and the ability to read and deal with numbers. For peasants and owners of small or family enterprises, especially the women and ethnic groups, equal access to land (including by inheritance), training, technology and capital is key.

In the case of both employees and self-employed or (own-account) workers, non-discrimination at work depends on equal access to quality education prior to entering the labour market. This is of chief importance for girls and disadvantaged groups. A more equal division of work and family responsibilities in the household would also enable a greater number of women to improve their work opportunities.

Effective avenues are needed to allow individuals to challenge discrimination in a meaningful way when it occurs. ILO principles fix minimum thresholds. National laws and practices may well be broader and include more comprehensive approaches to eliminating discrimination at work.

Representative worker organisations play an essential role in the international labour standards system: they participate in choosing subjects for new ILO standards and in drafting the texts; their votes can determine whether or not the International Labour Conference adopts a newly drafted standard. If a convention is adopted, they can encourage a government to ratify it. If the convention is ratified, governments are required to periodically report to the ILO on how they are applying it in law and practice. Government reports must also be submitted to worker organisations, which may comment on them. Worker organisations can also supply relevant information directly to the ILO. They can initiate representations for violations of ILO conventions in accordance with procedures under article 24 of the ILO Constitution. Worker delegates to the International Labour Conference can also file complaints against member states under article 26 of the ILO Constitution.

The body of laws and national rules governing the employer-employee relationship, including individual employment contracts, the right to organise and negotiate collective bargaining agreements, protection from discrimination, wages, hours of work and health and safety constitutes the Labour Law of a country. As mentioned previously, the Conventions of the ILO establish minimum standards and entitlements for workers. If a country ratifies a Convention, its provisions need to be translated into the national labour law. While the national labour law may go beyond the minimum standard set by the ILO Convention, it cannot grant less.



# Contractual entitlements

In addition to the provisions outlined in the labour law, there are collective agreements based on the negotiations (collective bargaining) carried out between employers (sometimes represented by APINDO), on the one hand and unions on the other hand. These agreements bind the signatories and workers on whose behalf the agreement is concluded. According to Act No. 13 of 2003 on Manpower, Art. 124 (1), a collective labour agreement shall at least contain (a) the rights and obligations of the employer, (b) the rights and obligations of the trade union and the worker, (c) the period during which and the date starting from which the collective labour agreement takes effect, and (d) the signatures of those involved in making the collective labour agreement. Collective labour agreements must be registered at the local Office for Manpower (Disnaker; Art. 132) and can be reviewed there.

When a worker is employed under a wage contract, s/he is paid for his or her work in the form of wages and salaries. The pay of employees – contrary to what happens for the self-employed and employers – does not depend on the revenues of the enterprise. The employer is responsible for paying the relevant taxes and social security contributions calculated on the remuneration of the worker. The employer sets guidelines according to which the worker has to perform the tasks assigned (job description).

A signed contract between the worker and the company signals that the working relationship has begun. A labour contract binds the worker and the employer to its terms. The contract should contain the rights and obligations of workers and the company. Mostly, companies use a standard contract that the worker candidate must sign. There are at least two copies of any written labour contract that have equal legal value. Both workers and employers keep at least one copy of the contract, which must not contradict the national laws and regulations, and a general sense of decency. In practice, decency is very much linked to the sense of what constitutes a decent behaviour in the particular community where the contract is implemented: mini-skirts for waitresses can be tolerated in one city and unacceptable in others.

A labour contract cannot be withdrawn or modified, except

- upon endorsement of the parties;
- after its expiry date;
- because of some elements included in the contract, the company regulations, or a collective agreement;
- by court decision or as part of an industrial settlement;
- if the worker dies;
- if the company goes bankrupt.

In addition, in the event of a company transfer (including through inheritance), the contract is still valid. If the employee has died, his or her heirs may be entitled to some compensation as specified in the labour contract, job regulations, company regulations or collective labour agreements.

In 2010, 92 per cent of the Indonesian workforce was employed without a contract (World Bank, 2010). These workers are either self-employed, unpaid family workers, work in non-registered companies, or work without contracts in formal companies. Without a formal employment relationship, national law or contractual obligations do not directly protect them. However, international labour standards, including core labour standards described previously, still apply as they are ratified by the Government of Indonesia and thus cover all workers in the public and private as well as the formal and informal economy.

# Activity 1.1

## Walk the Talk

**Goal:** Getting a feel for participants' positions on the labour market and understanding of their rights at work

Time: 30 minutes

**Equipment/material needed:** Flip chart, markers and tape

**Reference:** Current BPS data, figures about Trade Unions, ILO publications

First, start with:

- an introductory game (icebreaker) that gives participants the opportunity to get to know each other; and
- a discussion on what participants expect from the training and an overview of the learning outcomes and sub-outcomes of this training.

After this introduction, you initiate a discussion on youth employment by organising a **space line up**. You will have posted these signs in the four corners of the rooms:

"Absolutely"

"Yes, to some extent"

"Not really"

"Absolutely not"

Then you will make some statements and participants are asked to move to the corner they feel is closest to their answer. The statements may be:

- a. The current labour market in Indonesia is favourable to young workers.
- b. I feel confident I can access a decent job in the short term.

- c. Unions have contributed to defend workers rights in the last few years.
- d. I have a clear understanding of my rights and entitlements as a worker.

This exercise will allow you to assess the situation of the youth he or she is working with, understand their concerns and the aspects he or she needs to reinforce.

You then continue with a presentation of the table of learning outcomes that will form the basis of the training.

## Activity 1.2

# Mapping the situation of youth in the Indonesian labour market

**Goal:** Identifying main aspects of current jobs for youth

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, flip chart, markers and tape

**Reference:** Current BPS data, figures about Trade Unions, ILO publications

Participants are then organised into small groups to discuss an outline of the situation young Indonesians face in the labour market, including the following data as of August 2010 (BPS National Labour Force Survey *SAKERNAS*):

- The share of youth aged 15-29 to the total population is 26 per cent, almost exactly half of them are women (49.65 per cent);
- 31 per cent of the Indonesian labour force are young people aged 15 to 29 years;
- The national unemployment rate is 7.14 per cent;
- 69 per cent of the unemployed were young people between 15-29 years old;
- 59 per cent of working youth aged 15 to 29 have at the most completed junior high school (SMP);
- 33 per cent of working youth aged 15 to 29 have graduated from general and vocational senior high school (SMA and SMK);
- 8 per cent of working youth aged 15 to 29 has a higher-education level (academy and university);
- 31 per cent of youth with a job (waged and self-employed) are working in the agricultural sector;
- 35 per cent of youth with a job (waged and self-employed) are working in services, restaurants or hotels and other services;
- 61 per cent of employed youth aged 15 to 29 were working in the informal economy.

The small groups are then asked to present three flashcards (one statement per card) summing up their vision of the current labour market situation for youth in terms of:

- Effective hours of work
- Actual minimum wage
- Time off and holidays
- Social protection
- Sick leave
- Occupational safety and health
- Equal pay for work of equal value
- Outsourcing
- Dismissal practices

These cards are then pinned or glued on boards in clusters. They represent the youth's vision of the Indonesian labour market. You can add some facts and cards on the board to complement this vision. Then, move on to underline the importance of common action and collective bargaining to tackle these issues that the young worker will not be able to take on by her/himself.

# Activity 1.3

## International Labour Standards

**Goal:** Identifying core labour standards

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, markers and tape

Explain that international labour standards are legal instruments drawn up by the ILO's constituents (governments, employers and workers) setting out basic principles and rights at work. They are either **Conventions**, which are legally binding international treaties that may be ratified by member states, or **Recommendations**, which serve as non-binding guidelines.

From 188 conventions and 200 recommendations, ILO constituents selected a set of 8 conventions that serve as a basis for four core labour standards. Give the groups 10 minutes to come up with four flashcards outlining what they think the core labour standards could be, pin or glue them on a board and group them by priorities.

The exercise will on the one hand enable participants to take ownership of the learning process and on the other allow you to map out areas of main concern for the participants. Once the clusters are apparent on the board, explain that core labour standards are the following:

1	<b>Freedom of association and effective recognition of the right to collective bargaining</b>
2	<b>Elimination of all forms of forced or compulsory labour</b>
3	<b>Effective abolition of child labour</b>
4	<b>Elimination of discrimination in respect to employment and occupation</b>

Explain why these four areas were identified as core labour standards (see introduction above).

## Activity 1.4

### Together we are stronger!

**Goal:** Understanding the right to organise

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, flip chart, markers and tape

**Reference:** Indonesian Constitution 1945, Art. 28; Act No. 21 of 2000 concerning Trade Unions; Act No. 13 of 2003 concerning Manpower

First, ask the participants to form an even number of small groups and read Imelda's story on the following page (it should be printed separately). Participants should then list on flashcards three comparative advantages Mr Putranto has when he will discuss with Imelda the conditions of her job.

The groups are then asked to present the cards and pin or glue them on boards within clusters. They are likely to reflect the following categories:

- Access to community network through his father
- Easy access to capital and market
- Access to cheap unorganised labour
- A man in what could possibly be a patriarchal community

If necessary, you can complement the clusters identified by the participants. Then continue the story: **“Three months later, Putranto stopped paying Imelda's salary based on false accusations”**.

Participants are then asked to prepare a role-play of two scenarios in groups: (a) negotiations on the payment of the salary between Imelda by herself and Putranto, (b) negotiations between the union on behalf of Imelda and Putranto. Once the two role plays have been staged by every group, complement what participants may have missed regarding possible union involvement and ask participants to reflect on the advantages of joining forces to defend workers' rights and entitlements.

Conclude by saying that Indonesia has ratified ILO Convention 87 on Freedom of Association and Protection of the Right to Organise (1948), protecting workers' rights to establish organisations/unions to defend their rights and interests. This



principle, which is strengthened by the Indonesian Act No. 21 of 2000 concerning Trade Unions should help Imelda to negotiate the payment of her salary.

### **Imelda's story**

Mr. Putranto is the District Head's son. After having studied management at university, he started a coconut processing plant when he came back to his village of origin. He was easily able to get a loan from the bank and some say he will not have to pay it back. The business is growing (+ 1,000 workers) and because of the recession, all villagers are eager to find work. However, job conditions are poor. Payment of salaries is often delayed and entire families are often employed by the factory – including children – to cope with high production quotas. There is no occupational safety and health protection and workers regularly end up with bad injuries. Imelda just graduated from high school and started working as a Secretary.

# Activity 1.5

## Working in Freedom!

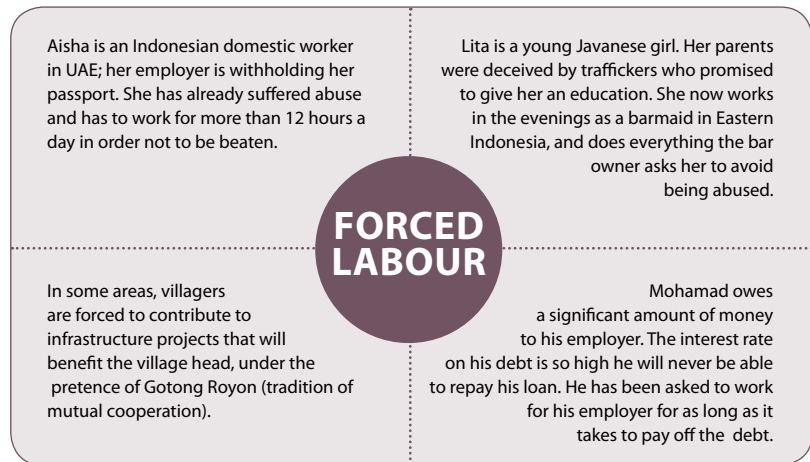
**Goal:** Understanding forced labour

**Time:** 30 minutes

**Equipment/material needed:** Flip chart or white board, markers and tape

**Reference:** Act No. 13 of 2003 on Manpower, ILO Convention No. 29, 1930 and No. 105, 1957

The notion of forced labour is sometimes difficult to understand, especially in the poorest parts of the country, as in the absence of any alternative, it is difficult to assert whether the worker is actually working freely. However, the related ILO convention considers several aspects when assessing whether work is in fact forced labour: it should be “against the will” of the worker, or “under the threat of a penalty”. Ask participants to come up with examples of potential forced labour they know of.



After a short discussion, explain the four cases described above are the most likely cases of forced labour for Indonesian workers.

## Activity 1.6

### Children belong in schools!

**Goal:** Understanding child labour

**Time:** 1 hour

**Equipment/material needed:** Case studies and printout of graph on national legal framework

**Reference:** Act No. 23 of 2002; Act No. 20 of 1999 ratifying ILO Convention No. 138 of 1973 (Minimum Age); Act No. 1 of 2000 (Eradication of Worst Forms of Child Labour); data from BPS and MoMT

Distribute to the groups this set of eight case studies (see next page), without the answers in the last two columns, as well as the table on national legal framework on child labour (see below).

Explain that in Indonesia:

- Light work can only be conducted with parental or guardian consent for a maximum of three hours a day, without impinging on school time, with adequate protection and wages as per prevailing conditions.
- Hazardous work defined by ILO as work that “harms the health, safety or morals of children”, includes commercial sexual exploitation, mining, deep sea diving for pearls, construction work, offshore fishing, scavenging, production of explosives, street-based work, domestic work, work on plantations, timber and wood processing as well as handling chemical substances.
- The Worst Forms of Child Labour (WFCL) include: slavery and trafficking, military use of children, illicit activities and drug trafficking, commercial sexual exploitation and pornography.

Further, explain what the age limits are in Indonesia for each category of work.

**Table of Indonesian Legal Framework on Child Labour**

Age Group	Forms of Work		
	Non hazardous work (both formal and informal)		Worst Forms of Child Labour (WFCL)* (see list below)
	Light Work: up to 15 hours/week	Regular Work: 15-40 hours/week	
5-12 years old			
13-14 years old	OK		
15-17 years old	OK	OK	

\*The Presidential Decree No. 59 of 2002 identifies 13 kinds of the Worst Forms of Child Labour; namely the employment of children:

1. as commercial sexual workers;
2. miners;
3. pearl divers;
4. in the construction sector;
5. on offshore fishing platforms;
6. as scavengers;
7. in the production of explosives and in activities involving the use of explosives;
8. to work on the streets;
9. as domestic workers;
10. in cottage industries;
11. on plantations;
12. in the timber and wood processing industry;
13. in industries and activities that use hazardous chemical substances.

Once the table above is understood, ask participants to decide whether the case listed below are instances of child labour. Give them 15 minutes to prepare this exercise and ask each group to explain their decisions in front of the group.

After the correct answers were found, explain that (a) poverty is the main cause of child labour, (b) by putting their children at work, parents often prevent them from breaking the intergenerational cycle of poverty; and (c) education and skills development are core aspects to secure decent work.

Case studies	Correct answers	
	Child Labour	Not child labour
Every day after school, 14-year-old Meriben Tabuni works five hours as a becak driver and earns IDR 50,000 a day.	X	
Helena Kogoya is now 16 years old; she dropped out of school and now works as a trash picker on dumpsites, collecting plastic bags which she sells per piece.	X	
Julius is seven years old. He dropped out of school and now works with his family on a plantation that belongs to a big landowner.	X	
Julia is 17 years old. She works in a karaoke bar at night and often gets paid to go with older men to a private room.	X	
16-year-old Ida smuggles drugs between Aceh and Jakarta for drug dealers.	X	
Budi is 12 years old. After school, he helps his parents with household chores.		X
Pitus is in an SMK (vocational secondary high school) and produces motorbikes for commercial use. He does not get paid.		X
Wati is 17 years old. He helps his parents to dig manganese in East Nusa Tenggara province, which is then sold to foreign buyers.	X	
Ten-year-old Felisia is a good dancer. She dances in so many TV shows that she had to drop out of school.	X	
Leo was kidnapped by an armed movement and served as a soldier for four years.	X	

## Activity 1.7

### This is it! Say no to discrimination!

**Goal:** Understanding discrimination

**Time:** 30 minutes

**Equipment/material needed:** Printed format (see below)

**Reference:** Act No. 13 of 2003 on Manpower, ILO Convention No. 100 of 1951 (Equal Remuneration) and No. 111 of 1958 (Discrimination)

Ask participants to work in pairs and fill in the first column of the table below to describe their partners:

Characteristics		Dream job
Education (SMP/ SMA/ S1/ S2/ other)		
Gender (Female/ Male)		
Person with/ without disability		
Religion (Muslim/ Catholic/ Christian/ Buddhist/ Hindu)		
Number of years of work experience		
Province of Origin		
Colour of skin		
Other characteristics		

Then, ask participants to fill the second column with their partners' dream jobs (teacher, engineer, entrepreneur etc.). When this exercise is completed, participants are asked to highlight the characteristics of their partners that are directly relevant for their dream jobs.

Carry on by asking certain participants to stand up and list characteristics not relevant to getting the particular job. Once the group has heard these examples, you can explain that:

"When people are refused access to benefits or jobs based on criteria that are not relevant to the tasks to be performed as part of the job, or to the stated requirements to access benefits, this is a flagrant case of discrimination."

Then, explain that Indonesia ratified ILO conventions that prohibit discrimination on grounds of *race, colour, sex, religion, political opinion, national extraction or social origin*.

You can also explain that when it comes to persons with disabilities, the United Nations Convention on the Rights of Persons with Disabilities promotes the principle of "reasonable accommodation" of their needs in order to facilitate their full participation in the workplace and in society. A person with a disability is not usually a person who cannot work, but who is prevented from accessing decent work, because of the lack of accommodations of his or her needs and judgmental attitudes. In Indonesia, employers are under the obligation to employ at least one person with a disability for every 100 employees.

One particularly strong element of discrimination in Indonesia is reflected in the gender division of labour, whereby woman and men do not have equal access to the same occupations and to the same level of responsibilities. Most junior high school teachers, for instance, are woman. Most junior high school principals are men.

## Activity 1.8

### Real life cases of discrimination

**Goal:** Understanding practical cases of discrimination

**Time:** 30 minutes

**Equipment/material needed:** Printed case studies

**Reference:** Act No. 13 of 2003 on Manpower, ILO Convention No. 100 of 1951 (Equal Remuneration) and No. 111 of 1958 (Discrimination)

Ask participants to pair up, review the five following cases within 15 minutes and decide whether any of these cases display some form of discrimination, and if so on which grounds. The cases are as follows:

**I** **Ida's story:** Ida applied for a contract job at a large department store. The store manager said that they don't hire for summer positions. A few weeks later, Ida, who is of Papuan origin, notices that one of her school friends works at the store. Her friend says she was hired a few days ago to help with the busy summer months.

**II** **Maria's story:** Maria applies for a job at a local company that routinely hires high school students for construction work. The manager, however, tells Maria there are no construction jobs available, but a secretarial position has just opened up at the company's headquarters. Maria applies and gets the job. After few weeks, she hears the manager told a co-worker that he did her a favour to employ her as a secretary, since working in construction is a man's job.



**III Fasrul's story:** Fasrul has just started working part-time at a popular clothing store. He is one of 50 operators responsible for taking phone orders. All of the operators work in small workstations in one large room. The employees are not assigned a specific workstation; they choose their own workstations on a first-come basis. Fasrul uses a wheelchair and has difficulties moving up and down the narrow aisles. Even though Fasrul arrives 30 minutes early every day, he cannot always find an available workstation near the entrance before his scheduled shift. Fasrul tells his manager about his problem and asks to be assigned to a workstation close to the door. The manager tells Fasrul that the company does not give special treatment to anyone and suggests he tries coming to work earlier.

**IV Antonio's story:** The new manager of a software firm believes that sales can be boosted by hiring a mature graphic designer despite the fact that 25-year-old Antonio, the company's designer, has attracted many new clients during his 6-month tenure with the firm. The new manager does not renew Antonio's limited duration contract and replaces him with Budi, a 40-year-old marketing expert.

**V Dina's story:** Dina, a 23-year-old woman, began working as a secretary at a finance firm. After four weeks into the job, one of her colleagues made remarks about her appearance, often commenting on the length of her skirt. As a result, Dina started wearing trousers at work instead. The same colleague then began to send her emails with pictures of models in underwear and frequently brushed his hand along her shoulders when passing by her desk. Dina told her manager about these incidents. Her manager said he didn't have time to deal with it and told her she could work elsewhere if it bothered her.

Now, organise an open discussion eliciting answers on the four cases. These are the correct answers:

- Ida was discriminated against if the store did not hire her because she is of Papuan origin. However, it will be difficult to prove this was the main reason for not hiring her.
- Maria was discriminated against, as the manager did not hire her for a construction job because she is a woman.
- The clothing store manager discriminated against Fasrul when it refused his request for a reasonable accommodation at the workplace which he required because of his disability.
- The manager discriminated against Antonio if he didn't renew Antonio's contract because of his age. If however, the job description for the position was changed and included more work experience requirements – which Antonio does not have – there is no discrimination.
- In Dina's case, her colleague is sexually harassing her. It is her employer's responsibility to respond to instances of sexual harassment so as to prevent and address discrimination on the basis of gender in the workplace. If her employer does not address this issue, the employer can be held accountable for any sexual harassment.

# Activity 1.9

## Decent work

**Goal:** Understanding practical cases of rights violations

**Time:** 45 minutes

**Equipment/material needed:** Flash cards, flip chart, markers and tape

**Reference:** Legislative Regulations concerning Employment issues, examples of Company Regulations, examples of Collective Labour Agreements

As an opening you explain that all Indonesians are legally protected against child labour, forced labour and discrimination; they are also entitled to organise into groups and unions, since the Indonesian Government ratified the related ILO conventions. However, this is still work in progress, for instance:

- Domestic workers are engaged in forced exploitative labour abroad.
- Discrimination on several grounds still exist at the workplace.
- There are still 1.7 million child workers (as reported by BPS in 2009).
- Unions currently have open court cases because their rights to organise have not been respected.

More generally, in many instances, Indonesians still do not benefit from access to Decent Work.

Ask participants to split into four teams around the room, at the same distance from the centre where a beeper (a helmet or a bag) will be placed on a chair. Each team is asked to select a spokesperson. Read some labour cases (see below) out loud. When a team has discussed the question and decided on an answer, the spokesperson can rush to the centre, touch the beeper, helmet or the bag and give the groups' answer. They should also explain the reason for their answer. If the answer is correct, the team is awarded 10 points. A team loses 10 points if its spokesperson gives a wrong answer. At the end, the group with the most points is given a reward. The cases are as follows:

Cases	
1	Sri is working as a personal assistant for an outsourcing company linked to a big firm. After working five years for the same company, she is told a new small company has hired her. Because she is new to the company, she can be fired more easily. Is this decent work? Why?
2	John works for a construction company in Kupang; he is paid the minimum wage that barely gives him enough to feed his family and send his three kids to school. Is it decent work? Why?
3	Suzan works for a renowned bank in Jakarta and earns a decent salary. She noticed that since she joined the union, her boss stopped talking to her. Today he told her that her membership to the union would be an obstacle to her progressing in the bank. Is it decent work? Why?
4	Mirza is a farm worker in Aceh and paid at such a low rate that he has asked his wife and kids to work in the field, too, to make ends meet. Is it decent work? Why?
5	Abdul works for a machinery company as a welder. Because he is under pressure to deliver, he does not have the time to use the required safety equipment. Is it decent work? Why?
6	Lusi works with Abdul. She has been given protective gear for men that does not cover her chest. Is it decent work? Why?
7	Ferdi is from Papua and studied management in Australia. He has been working in the same Jakarta-based marketing company for five years. He notices that less educated and less experienced colleagues are systematically promoted before him. He is told informally today that clients are not comfortable dealing with him and he should look for a job in Papua. Is this decent work? Why?
8	Dede is a domestic helper; she borrowed more than she can repay from her employer, at a high interest rate. She is told she has to work for her employer until she pays back her loan. Is this decent work? Why?

None of the jobs described above qualify as decent work. As a conclusion, you can state that although many labour issues exist, Indonesians have labour rights and ways to enforce them. It is important for young people entering the labour market to know about their rights and how they can be enforced.

## Activity 1.10

### Core elements of a contract

**Goal:** Identifying core elements of a job contract

**Time:** 45 minutes

**Equipment/material needed:** Examples of job contracts (see Annex 2)

**Reference:** Act No. 13 of 2003 on Manpower

As the facilitator, ask participants whether they have already seen work contracts and place each one who has (the “resource person”) into one of the groups – at least one resource person per group. Each group must come up with what they consider the five core elements of labour contracts, to be written on five flashcards. After 15 minutes, each group presents its cards in front of the class, pins or glues them on boards and puts them into clusters. Groups presenting their answers do not have to repeat elements already introduced in previous presentations. You will then add components so the final list looks like the one below:

- name, address and type of business;
- name, sex, age and employee's address;
- job title or work type;
- place of work;
- wages and wage payment methods;
- employment conditions i.e. the rights and obligations of employer and employee;
- start date and duration of contract;
- time and place where the agreement is made; and,
- signatures of the parties involved in the agreement.

Conclude by highlighting the importance of ensuring that these elements are included in a job contract.

## Activity 1.11

### Mind the small print! – Understanding an employment contract

**Goal:** Familiarising with terms and conditions normally included in an employment contract

**Time:** 30 minutes

**Equipment/material needed:** Flashcards, flip chart, markers and tape

**Reference:** Act No. 13 of 2003 on Manpower; examples of Company Regulations; examples of Collective Labour Agreements

Based on the answers formulated by participants during the previous activity, you now list the relevant terms and conditions of the employment contract on a flip chart. Participants grouped in pairs then check the terms and conditions against those contained in sample employment contracts (see Annex 2). Discrepancies are then listed on flashcards, which are pinned or glued on the board. Latter pairs do not report on discrepancies already listed on the board.

While giving feedback, you should remind participants that an employment contract does not need to list all the terms and conditions that apply to the employment relation. For issues such as probation periods, dismissal and severance pay, for instance, the provisions of the labour code and of the collective agreement normally apply.

# Activity 1.12

## Main Types of Contracts

**Goal:** Identifying main contract types

**Time:** 45 minutes

**Equipment/material needed:** Examples of work contracts (see Annex 2)

**Reference:** Act No. 13 of 2003; Company Regulations; Collective Labour Agreements

Prior to the session, you explain to three participants the three different types of contracts, as detailed below. Each of them will be the designated resource person for one type of contract during this exercise. Each resource person is then asked to sit in a corner of the room. Participants separated in three groups will have three 10-minute mini-sessions with each one of them. After 10 minutes the groups must move to the next resource person. In each mini-session, the resource person will share the details of one type of contract and take notes on the participant's questions. The questions will then be shared in front of the group and answered by you.

### Contract types

Three types of labour contracts are described in Act No. 13 of 2003 on Manpower and the Ministry of Manpower and Transmigration Decree No. 100 of 2004: Fixed-Term Employment Contract (FTEC), Non-fixed-Term Employment Contract (NFTEC) and Contracts with Outsourcing Companies.

#### a) Fixed-Term Employment Contract (FTEC)

A FTEC is signed between an employer and a "contract worker" for specific work in a fixed period of time. Fixed-term contracts are in written form and must be in Indonesian using Latin alphabet. If the Fixed-term employment contract is not written in Indonesian, the agreement automatically becomes a permanent Employment Contract. In addition:

- Agreed work requirements under an FTEC must not be below regulations in effect.

- There is no trial period and no renewal under a FTEC.
- An FTEC is for a maximum of three years.
- An FTEC is not to be used for permanent employment.
- Workers under an FTEC should be registered at the local Labour Office.
- An FTEC is allowed:
  - a. for new products, new activities, or supplementary products still in their trial period
  - b. for seasonal work
  - c. for answering a special order or reaching a special target

**b) Non-fixed-Term Employment Contract (NFTEC)**

Non-fixed term contracts are not limited in time. A trial employment for up to three months should be specified in the contract; if unspecified, there is no trial period. Employment regulations, including minimum wage, apply from the start of the contract (not from the end of the trial period). Full-time employee rights should be in line with labour regulations and may also include other benefits.

**c) Contracts with Outsourcing Companies**

Outsourcing is a process through which a main company buys the services of an outsourcing company, instead of recruiting staff, for tasks that are not part of its core activities. Through this process, the employment relationship is transferred to the outsourcing company. Companies in many economic sectors of Indonesia are using this system, including banks, companies in the paper making industries, rubber and plastic processing, food and beverage industry. These companies using outsourcing services can be the results of joint ventures with foreign investors, and/or nationally owned private companies and/or industries in the public sector. Services include security, packaging, maintenance, mechanical, reception, data entry and call centre work.

The legal conditions under which work can be outsourced are as follows (Act No. 13 of 2003 on Manpower, Art. 65):

- The work can be done separately from the main activity;
- The work is to be undertaken under either a direct or an indirect order from the party commissioning the work;
- The work is an entirely auxiliary activity of the enterprise;
- The work does not directly inhibit the production process;
- Outsourcing enterprises must be in the form of a legal entity.

A written agreement should be concluded between the two companies including (a) a description of the type of work to be carried out by workers; (b) a statement acknowledging that an employment relationship exists between the workers and the outsourcing company. If these two elements are not included in the contract, the employment relationship will be considered to exist between the main company and the worker.



# Activity 1.13

## Identification of contracts

**Goal:** Identifying contract types

**Time:** 30 minutes

**Equipment/material needed:** Examples of job contracts (see Annex 2)

**Reference:** Manpower Act No. 13 of 2003; Company Regulations; Collective Labour Agreements

Start this session by handing out samples of contracts to the participants in groups, including contracts for internships and apprenticeships. Each group is asked to identify the contract type and justify its answer based on the characteristics of contracts explained in the previous session. When it comes to apprenticeships and internships, you will clarify the following:

The rights and responsibilities of apprentices, trainees and interns are different from those of other workers, as the scope of these forms of work is learning and training for a job. Apprentices work primarily to gain knowledge and acquire skills. Therefore, they are not allowed to use any equipment or machinery they were not (yet) trained to use and are not allowed to carry out certain tasks without supervision. Apprentices and trainees are usually entitled to have a mentor or instructor from whom they learn. If the apprenticeship or traineeship also includes classroom-based lessons, there are special provisions on balancing school and work time by minimizing working hours during school days.

Internship refers to the practice whereby students spend a period of time in an enterprise to learn about the job they are interested in and to observe different job-related tasks. Interns may also do some practical work, but under the responsibility of the institution that organised the internship.

Apprenticeships and internships are regulated by the following instruments:

Contract type	Internships or Apprenticeships
<b>Regulated by</b>	Ministry of Manpower and Transmigration Regulation No. PER.22/MEN/IX/2009 on Organizing Domestic Internships
<b>Content</b>	Minimum age is 18 (Art. 5, Paragraph 2a)
	Written agreement is a must (Art. 5, Paragraph 2c)
	Occupational Safety and Health protection must be provided (Art. 8d)
	Transport compensation has to be provided (Art. 15, Paragraph 1b)
	Intern has the right to receive a certificate (Art. 15, Paragraph 1d)
	Maximum one year (Art. 7, Paragraph 4) and any extension requires a new internship contract and needs to be reported to the local Office of Manpower (Art. 7, Paragraph 5)

# Activity 1.14

## Outsourcing debate

**Goal:** Reflecting on the reality of outsourcing

**Time:** 45 minutes

**Equipment/material needed:** Case Studies and news articles

**Reference:** Manpower Act No. 13 of 2003; Company Regulations; Collective Labour Agreements

Distribute the following article to the participants and ask them to reflect on it.

### **Labour Rules for Outsourcing Amended**

Topic: Employment

Tuesday, April 27th, 2010 | 4:06 pm

Jakarta, Kompas - Regulations applying to outsourcing are no longer in line with economic growth. The rights of labourers need to be improved, especially those related to pay and social security. The Minister of Manpower and Transmigration, Muhaimin Iskandar, conveyed such a view in Jakarta on Monday (26/4). "Regulations governing outsourcing are no longer suitable in the current economic environment. They need to be revised to improve worker benefits," he said. Previously, Muhaimin received a report from Haiyana Rumondang, Kemennakertrans, a fact-finding team leader for the unrest at PT World Graha's drydock in Batam, Riau Islands. "Outsourcing became an issue at PT Graha World's drydock and led to clashes with workers," said Haiyani. The government set up an outsourcing arrangement under Act No. 13 of 2003 and Mennakertrans Decree No. 100 of 2004, Kepmennakertrans No. 101 of 2004 and Kepmennakertrans No. 220 of 2004. The Ministry intends to revise the last three rules in order to guarantee the workers' rights. "Under the current outsourcing provisions, workers are in a vulnerable position and can be fired at any time. I hope the new regulation will benefit workers and be accepted by employers," he said. Various entities in worker organisations have asked for the Ministry's provisions for contract labour to be fully implemented and not used in a fraudulent way. A new decree must set penalties for parties violating the Ministry's provisions. Enforcement remains the most important aspect. "There are still too many violations such as combining outsourcing contract workers and apprentices, paying daily wages and so forth". **(Signed by Ham)**

Then, divide the participants into two groups, a group of employers in favour of outsourcing and a group of workers against it. They will have 15 minutes to build their case and choose a spokesperson. You keep track of time and note down all the arguments made by each spokesperson. Speakers start to debate and are given the same amount of time to present their argument. Each one starts off with a five-minute presentation of its position. They then apply their debating skills to refute the position of the adversary. After 20 minutes, you summarise the discussion, add missing arguments (see list below) and provide feedback on the negotiation skills of each spokesperson.

In favour of OUTSOURCING	Against OUTSOURCING
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Business owners can focus on their core business</li> <li><input checked="" type="checkbox"/> Costs are reduced as smaller companies may provide smaller benefits</li> <li><input checked="" type="checkbox"/> Reduction of investment</li> <li><input checked="" type="checkbox"/> Human Resource management flexibility</li> <li><input checked="" type="checkbox"/> Part of the modernisation of the business world</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Workers under threat of constant layoffs, depending on economic situation</li> <li><input checked="" type="checkbox"/> Less benefits for workers</li> <li><input checked="" type="checkbox"/> No career path</li> <li><input checked="" type="checkbox"/> Main company may shift to other outsourcing agents for lower costs</li> <li><input checked="" type="checkbox"/> Outsourcing agents compete for less decent work</li> </ul>

Now, highlight that apart from structural issues linked to contract labour, labour regulation is also often implemented in a wrong way, especially in the following cases recently followed by the unions:

- Labourers were shifted from one company to the next every three months, while still working indirectly for the same company, so they were constantly working under probation (and can be fired without notice).
- Outsourcing agencies recruited “apprentices” offering them only food and transport allowances and no learning component.
- Outsourcing agencies recruited workers as “partners” to avoid having to pay severance pay in case of dismissal.
- Outsourcing agencies asked for recruitment fees of up to four times the monthly wage.
- The management of the outsourced labourers is in fact a direct responsibility of the main company that gives them direct instructions.
- Outsourced workers were considered the organization’s members rather than its workers, which meant they were not paid compensation in the event of a lay-off (i.e.: labour legium veterans organization employed at Bank TA in 2000).
- Outsourced workers were considered day workers who did not have an employment relationship with the company. This often happens when cooperatives become outsourcers.

- ☑ Transport and food was deducted from wages of outsourced workers.
- ☑ Outsourced workers were employed to perform tasks core to the main company's activities.
- ☑ Outsourced workers were asked to sign contracts in breach of labour laws (no severance pay, readiness to work 12 hours a day without overtime compensation).

## Activity 1.15

### Collective Agreements and company regulations

**Goal:** Understanding the importance of collective agreements

**Time:** 45 minutes

**Equipment/material needed:** Manpower Act No. 13 of 2003, examples of Employment Contracts (see Annex 2), Company Regulations (see Annex 3) and Collective Labour Agreements (see Annex 4)

Start the session by explaining that national law, Department of Manpower and Transmigration regulations and contracts are not the only instruments governing an employment relationship. Collective agreements negotiated by the Unions at the sector or enterprise level and company regulations also apply. For a new employee, it is therefore important to find and review these documents, analyse to what extent they are in line with each other, and use them in possible disputes with the management.

Then, explain that nine young workers employed by four companies are fired on different grounds, as follows:

	Reasons for dismissal
Dewi	Dewi failed to perform up to expected standards during her probation period.
Remy	Remy was sick for more than two months.
Anto	Anto went on Hajj.
Nevi	Nevi didn't want to work for six extra hours each day.
Yanti	Yanti married a colleague who works for the same company.
Femmy	Femmy is pregnant.
Noni	Noni is accused of having embezzled the company's money.
Susan	Susan does not want to be moved to a different affiliated company.
Eman	Eman could not work because of an accident.

Provide four files to four groups explaining that these dismissal cases are unusual. The four different files include: (a) the Manpower Act No. 13 of 2003<sup>4</sup>, (b) the Ministry of Manpower and Transmigration Decree No. PER.22/MEN/IX/2009 on Apprenticeships/Internships within the country<sup>5</sup>, (c) an example of a Company Regulation, (d) a collective labour agreement (see Annex 4) / an Employment Agreement (see Annex 2). The groups are expected to identify the grounds on which the dismissals should be contested. If the number of participants is high, you should organise a debate (see previous activity) with eight groups supporting or opposing the firing of the nine young Indonesians.

The reasons for which they should not be fired are the following:

	Reasons to challenge the dismissal
Dewi	The probation period is longer than what is legally permissible.
Remy	The illness has not reached 12 consecutive months.
Anto	The law protects performance of religious duties.
Nevi	Overtime is limited to three hours a day.
Yanti	Yanti may only be shifted to a different department within the same company.
Femmy	Pregnancy is not legally a valid reason for terminating a contract.
Noni	Noni should not be fired before a court decision is made.
Susan	Susan can only be moved to another department within the same company.
Eman	Eman cannot be dismissed if a Doctor's letter stipulates he should not work while he gets better.

<sup>4</sup> The document can be downloaded at [http://www.hukor.depkes.go.id/up\\_prod\\_uu/UU%20No.%2013%20Th%202003%20ttg%20Ketenagakerjaan.pdf](http://www.hukor.depkes.go.id/up_prod_uu/UU%20No.%2013%20Th%202003%20ttg%20Ketenagakerjaan.pdf).

<sup>5</sup> The document can be downloaded at <http://www.pemagangan.com/script/file-regulasi/permen%2022%20th%202009%20ttg%20magang%20dn.pdf>.

## Activity 1.16

### Rights and Responsibilities

**Goal:** Identifying rights and responsibilities of workers or employers

**Time:** 45 minutes

**Equipment/material needed:** Flip chart, flashcards, markers and white board

Write the rights and responsibilities of workers and the employers on flashcards before the session starts. A set of cards is distributed to each group. Each group is asked to cluster the cards into four groups: (a) rights of workers, (b) responsibilities of workers, (c) rights employers, and (d) responsibilities of employers.

Cluster	Contents of Act No. 13 of 2003 on Manpower
Rights of workers	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Equal pay for work of equal work (Art. 5 and 6);</li> <li><input checked="" type="checkbox"/> Rest of at least half an hour after working four hours consecutively (Art. 79, Paragraph 2a);</li> <li><input checked="" type="checkbox"/> Rest of at least one day after six workdays or two days after five workdays in a week (Art. 79, Paragraph 2b);</li> <li><input checked="" type="checkbox"/> Paid annual leave of 12 workdays after the worker worked for 12 months consecutively (Art. 79, Paragraph 2c);</li> <li><input checked="" type="checkbox"/> Not to be discriminated against (Art. 5 and 6);</li> <li><input checked="" type="checkbox"/> Adequate opportunity to perform their religious obligations (Art. 80);</li> <li><input checked="" type="checkbox"/> Not to be forced to work (Art. 32, Paragraph 1);</li> <li><input checked="" type="checkbox"/> In case of work accident, not to be dismissed before being assigned lighter tasks;</li> <li><input checked="" type="checkbox"/> To have details of employment specified in a written work agreement (Art. 54);</li> <li><input checked="" type="checkbox"/> After the probation period, to be given notice before dismissal;</li> <li><input checked="" type="checkbox"/> To receive an explanation for dismissal;</li> </ul>
Responsibilities of workers	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Come on time, execute the tasks assigned;</li> </ul>
Rights of employers	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Hire whoever fits the requirements;</li> </ul>
Responsibilities of employers	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Pay on time the agreed amount.</li> </ul>



The first group to finish the clustering exercise presents its results to the rest of the class. Disputed clusters are then discussed with the other participants.

Then, you highlight that the number of working hours and the way these hours are organised can significantly affect the quality of work and life in general. Work may affect workers' health, especially when the hours of work are long, irregular, or the tasks are to be carried out at unsocial hours. Young people who just managed to find work may be at risk of exceeding standard working hours, even if this is not required, to prove their willingness and capability to work. They might be afraid of losing their jobs if they do not spend additional time at work. You should point out to participants the possible long-term consequences of working excessive hours. For instance, working in excess of 48 hours per week can cause occupational stress, that can lead to further physical or psychological problems.

## Activity 1.17

### Social Security

**Goal:** Define Social Security in Indonesia

**Time:** 45 minutes

**Equipment/material needed:** Photocopies of different laws and regulations (see below)

**Reference:** See No. 1-13 below (can be accessed online)

All individuals are entitled to social security as part of their labour rights. Social security provides protection from the risk of loss or lack of income that may result from the disruption of an individual's ability to meet the needs of a decent life, in times of illness, pregnancy or childbirth, because of disability, retirement, death and unemployment.

The Constitution of 1945, Article 28 H (second amendment) states that: "Every person has the right to social security in order to develop her or himself fully as a dignified human being." Article 34, Paragraph 2 (second amendment) also states that: "The state shall develop a system of social security for all of the people and shall empower the underprivileged in society in accordance with human dignity."

After explaining this, you will distribute a set of documents to the groups of participants. They will then work out a comprehensive definition of social security in Indonesia in a maximum of five sentences. The documents include:

1. Act. No. 13 of 2003 on Manpower, Art. 99-101

(see <http://www.gracialawfirm.com/doc2/UU%20NO%2013%20TAHUN%202003%20KETENAGAKERJAAN.pdf> for Indonesian version);

2. Act No. 3 of 1992 on Employees' Social Security

(see [http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/UU%20No\\_%203\\_1992\\_jamsostek.pdf](http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/UU%20No_%203_1992_jamsostek.pdf) for Indonesian version);

3. Presidential Decree No. 22 of 1993 on Illnesses that arise from employment relationships

(see [http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/Keppres%2022\\_1993\\_Penyakit%20akibat%20kerja.pdf](http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/Keppres%2022_1993_Penyakit%20akibat%20kerja.pdf) for Indonesian version);

4. Regulation of the Ministry of Manpower and Transmigration No. PER-05/Men/1993 on Technical Guidance to registration, contribution payments, compensations payments and social security services

(see [www.bphn.go.id/data/documents/05pm001.doc](http://www.bphn.go.id/data/documents/05pm001.doc) for Indonesian version);

5. Government Regulation No. 76 of 2007 on the Fifth Amendment of Government Regulation No. 14 of 1993 on the Implementation of Social Security programmes

(see <http://naker.tarakanota.go.id/produkhukum/pp76-2007.pdf> for Indonesian version);

6. Regulation of the Ministry of Manpower and Transmigration No. PER-24/Men/VI/2006 on the Implementation of social security programmes for informal workers

(see [http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/Permen\\_24\\_2006.pdf](http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/Permen_24_2006.pdf) for Indonesian version);

7. Government Regulation No. 14 of 1993 on the implementation of social security programmes

(see [http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/PP%2014\\_1993.pdf](http://www.jamsosindonesia.com/kjs/files/PerUU/Jamsostek/PP%2014_1993.pdf) for Indonesian version);

8. Act No. 11 of 1992 on Pension Funds

(see [http://www.bapepam.go.id/dana\\_pensiun/regulasi\\_dp/uu\\_dp/UU\\_Dana\\_Pensiun.pdf](http://www.bapepam.go.id/dana_pensiun/regulasi_dp/uu_dp/UU_Dana_Pensiun.pdf) for Indonesian version).

The groups will then present their five sentences in front of the class. The merits and shortcomings of each definition are discussed. An applause-based selection process identifies the best definition.

## Activity 1.18

### Working Time

**Goal:** Understanding working time regulations

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, flip chart, markers and tape

**Reference:** Manpower Act No. 13 of 2003; Company Regulations; Collective Labour Agreements

A fundamental change for young workers is having less time to spend with their family, friends and to take part in social activities. You will distribute a list of categories (first column of the table below) and ask the groups of participants to guess the legal entitlements or responsibilities of workers. After 15 minutes, the groups present their answer line per line. For each category, the group closer to the right answer wins a mark; the group with the highest mark at the end gets a reward.

Categories	Legal entitlement / responsibility (right answers)	Conditions	Related legal instrument
<b>Weekly working time</b>	40 hours	8 hours a day/5 workdays a week; 7 hours a day/6 workdays a week	Act No. 13 of 2003 on Manpower, Art. 77
<b>Weekly working time for youth below the age of 18 years</b>	Less than 40 hours  Youths between the age of 13 and 15 shall not work more than three hours a day  Women under the age of 18 shall only work between 7 a.m. and 11 p.m.	The work shall not harm the physical development and health of the youth  They shall only work in the daytime and outside school hours	Manpower Act No. 13 of 2003, Art. 69 and Art. 76
<b>Rest time</b>	At least 30 minutes after every 4 hours of work		Manpower Act No. 13 of 2003, Art. 79 Paragraph 2a.

Categories	Legal entitlement / responsibility (right answers)	Conditions	Related legal instrument
<b>Weekly rest time</b>	One day after six workdays or two days after five workdays (totaling 40 hours of work)		Manpower Act No. 13 of 200, Art. 77 Paragraph 2b.
<b>Annual Leave</b>	At least 12 workdays	After the worker has worked for 12 months consecutively	Manpower Act No. 13 of 2003, Art. 79, Paragraph 2c.
<b>Religious Practice Leave</b>	Adequate opportunity to perform their religious obligations (i.e. pilgrimage)		Manpower Act No. 13 of 2003, Art. 80
<b>Menstrual leave</b>	First two days of menstruation	Female worker is in pain; Employer is notified	Manpower Act No. 13 of 2003, Art. 81
<b>Maternity or Miscarriage Leave</b>	1.5 months of rest before and 1.5 months after giving birth; 1.5 months after miscarriage	For female permanent and contract workers	Manpower Act No. 13 of 2003, Art. 82
<b>Longer Leave</b>	At least 2 months in the 7th and 8th year of work each for a period of 1 month	For permanent workers after having worked for 6 years	Manpower Act No. 13 of 2003, Art. 79 Paragraph 2c Ministry of Manpower and Transmigration Decree No. 51/MEN/2004 on Longer Leave for specified companies
<b>Collective Leave</b>	As of 2012: 13 National Holidays and four dates of Collective Leave		Joint Decree of the Minister of Religious Affairs, the Minister of Manpower and Transmigration, and the Minister for Administrative Reforms No. SKB.04/MEN/VII/2011 on National Holidays and Collective Leave in 2012
<b>Sick leave</b>	Employers cannot dismiss workers who are absent because of illness  Entitled to receive 100% of their wage for the first 4 months, 75% for the second four months, 50% for the third four months and 25% for subsequent months prior to the termination (Art. 93 (3))	Attested by a written statement from a doctor  No longer than 12 months consecutively  Chronic sickness or disability because of a work accident	Manpower Act No. 13 of 2003, Art. 93, 153 and 172

Now, explain that companies operating in certain sectors are exempt from certain obligations related to working time, including companies in offshore oil drilling, transportation and logging. Employers in the following sectors can ask workers to work on an official holiday. The consent of the workers should be secured against extra compensation time.

Sectors that are exempt are:

<b>Health services</b>
<b>Transportation services and Transportation equipment repair services</b>
<b>Tourism</b>
<b>Postal and telecommunication services</b>
<b>Electricity and water supply, provision of oil and natural gas</b>
<b>Supermarkets, shopping centres and the like</b>
<b>Mass media</b>
<b>Security</b>
<b>Conservation agencies</b>
<b>Jobs without which the production process will be damaged (including service and maintenance)</b>

# Activity 1.19

## Debate on night shift<sup>6</sup>

**Goal:** Understanding the arguments behind night shift regulations

**Time:** 45 minutes

**Equipment/material needed:** Chairs for panel discussion

**Reference:** Examples of company regulations and collective labour agreements

Select three panel judges who will leave the room during the preparation and introduce the topic to two groups. The topic of the debate is the following:

**Night shift work should be promoted in the construction sector.**

A group will support this assertion (the Affirmative group), while the other will argue against it (the Negative group). Give each group 15 minutes to nominate three speakers and prepare the debate. Remind participants that what matters is what they say, how they structure their arguments and how they present it. Once the panel judges are back in the room, the six speakers will take turns presenting their arguments according to the following rules:

	Affirmative group	Negative group
<b>1st speaker</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> define Night Shift;</li> <li><input checked="" type="checkbox"/> present the group's argument in favour of night shift;</li> <li><input checked="" type="checkbox"/> outline briefly what the other speakers will talk about;</li> <li><input checked="" type="checkbox"/> present half of the argument.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> accept or reject the definition proposed by 1st speaker of Affirmative group;</li> <li><input checked="" type="checkbox"/> present the argument against night shift;</li> <li><input checked="" type="checkbox"/> outline briefly what the others two speakers will say;</li> <li><input checked="" type="checkbox"/> rebut the main points of the first affirmative speaker;</li> <li><input checked="" type="checkbox"/> present half of the argument.</li> </ul>

<sup>6</sup> See [www.actdu.org.au/archives/actein\\_site/basicskills.html#adebate](http://www.actdu.org.au/archives/actein_site/basicskills.html#adebate) for debating guidelines.

	Affirmative group	Negative group
<b>2<sup>nd</sup> speaker</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> reaffirm the affirmative group's argument;</li> <li><input checked="" type="checkbox"/> rebut the main points presented by the 1st speaker from the negative group;</li> <li><input checked="" type="checkbox"/> present the 2nd half of the team's argument.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> reaffirm the negative group's argument;</li> <li><input checked="" type="checkbox"/> rebut some of the main points of the affirmative group's case;</li> <li><input checked="" type="checkbox"/> present the 2<sup>nd</sup> half of the negative group's case.</li> </ul>
<b>3<sup>rd</sup> speaker</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> reaffirm the affirmative team's argument;</li> <li><input checked="" type="checkbox"/> rebut all the remaining points of the negative group's case;</li> <li><input checked="" type="checkbox"/> present a summary of the affirmative group's case;</li> <li><input checked="" type="checkbox"/> round off the debate for the affirmative group.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> reaffirm the negative group's argument</li> <li><input checked="" type="checkbox"/> rebut all the remaining points of the affirmative group's case (the 3<sup>rd</sup> person from the negative group should spend about two-thirds to three quarters of her or his time rebutting);</li> <li><input checked="" type="checkbox"/> present a summary of the negative group's case;</li> <li><input checked="" type="checkbox"/> round off the debate for the negative group.</li> </ul>

The panel will note down the arguments presented by the two groups and decide which team wins. Make sure the teams are aware of the following arguments:

Arguments in favour of night shifts	Arguments against night shifts
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Using facilities and equipment more intensively to handle higher demand;</li> <li><input checked="" type="checkbox"/> It is profitable for workers if they accept a premium wage for night shifts;</li> <li><input checked="" type="checkbox"/> It takes a longer time to complete the job if workers are asked to work during holidays rather than during night time.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Additional administrative and personal costs;</li> <li><input checked="" type="checkbox"/> Potential security problems;</li> <li><input checked="" type="checkbox"/> Potential impact on safety and health in the workplace;</li> <li><input checked="" type="checkbox"/> Tensions can reduce productivity;</li> <li><input checked="" type="checkbox"/> The change of sleeping patterns can induce sleeping disorders among workers and serious health problems;</li> <li><input checked="" type="checkbox"/> Night shift makes it difficult to build a normal family and social life.</li> </ul>



# Activity 1.20

## Wages

**Goal:** Identifying actions in case wages are not paid

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, markers

**Reference:** Manpower Act No. 13 of 2003

Start this session by explaining that wages are an important part of an employment relationship. Workers are entitled to financial compensation, as stated in their contracts but it shouldn't be lower than the minimum wage stipulated at the municipal/district or provincial level, or lower than sectorial minimum wages that should be negotiated at no less than 105 per cent of the regional minimum wage.

Three other aspects need to be highlighted:

- Paying at least the minimum wage is compulsory; any employer who does not comply with the law shall be liable for imprisonment between one month and four years and/or fined between IDR 10,000,000 and IDR 400,000,000.<sup>7</sup> However, employers unable to pay the minimum wage may request a temporary suspension of the regulation, based on a written contract with unions or 50 per cent of the total workers.
- Strikes usually result in a suspension of salary payments, in order to force workers to go back to work. Most employers apply the principle of "No Work – No Pay". Unions sometimes make salary payments a condition for returning to work. However, as per Manpower Act No. 13 of 2003, employers can only suspend payments for workers whose contracts are terminated.

Now, initiate a discussion with the participants on what can be a progressive action towards an employer who does not pay minimum wages. Groups are

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<sup>7</sup> As stipulated in Art. 186 of the Manpower Act No. 13 of 2003.

given 10 minutes to come up with three flashcards describing the progressive steps they would take in this case. You then group the cards according to their main themes.

If employers do not respect minimum wage regulations, the workers should:

- a. Send a letter to the company explaining that paying wages lower than the minimum wage is a violation of Article 90, Paragraph 1 of the Manpower Act No. 13 of 2003, asking the company to quickly adjust wages in accordance with minimum wage requirements and pay past amounts due.
- b. If the first letter is not answered, send a second letter to the company and a copy to the local Labour Office.
- c. If the company does not respond to the second letter, the workers and trade unions can file a report with the Labour Office and the Regional Police.

## Activity 1.21

### Pay slips: Where is the mistake?

**Goal:** Calculating pay slips

**Time:** 45 minutes

**Equipment/material needed:** Examples of pay slips, calculator and markers

**Reference:** Social Security Act No. 3 of 1992 on Social Security

Social security in Indonesia in general is managed by the Employee Social Security (Jamsostek) programme as stipulated per Act No. 3 of 1992. Employers with more than 10 workers paid at least IDR 1,000,000 each have to register their employees with Jamsostek. If employers fail to do so, they will be fined IDR 50 million, or sentenced to 6 months imprisonment.

Jamsostek programmes include Work Accident Insurance (WAI), Work Accident Insurance for Construction Workers (WAS), Death Insurance (DI), Old Age Insurance (OAI) and Health Insurance (HI). For the HI programme, employers are allowed to choose other programmes provided that their quality matches at least

JAMSOSTEK PROGRAMME	PREMIUM (% monthly wages)		
	Formal Economy		Informal Economy
	Employer borne	Employee borne	
<b>Work Accident Insurance (WAI)</b>	0.24-1.74 (5 tariffs)	-	1% minimum wage
<b>Death Insurance (DI)</b>	0.30	-	2% minimum wage
<b>Old Age Insurance (OAI)</b>	3.70	2.00	0.3% minimum wage
<b>Health Insurance (HI)</b>	3.00 (Single)	-	3% minimum wage (single)
	6.0 (Married)		6% minimum wage (married)

that of HI. Jamsostek premium is borne by the employer and full time employees, contract workers, or daily labourers (see Government Regulation No. 14 of 1993, Article 1, Paragraph 3, and Ministry of Manpower and Transmigration Decree No. 150 of 1999, Article 2, Paragraph 1).

Distribute calculators and pay slips from different companies to the groups and ask them to put together a presentation on how these pay slips were calculated and to spot the mistake introduced in each of them. A standard payslip in Indonesia will be calculated the following way:

+/-	Name	Employee's Share (in IDR)	Employer's Share (in IDR)
	<b>Gross Salary</b>	<b>1,500,000</b>	
	WAI		3,600
	DI		4,500
-	OAI	(30,000)	55,500
	HI		45,000
+	Transport allowance	130,000	
+	Bonus for good work	200,000	
	<b>= Take home pay</b>	<b>1,800,000</b>	

You should then underline that not much is left from a young worker's salary after all deductions and basic life expenses. It is therefore crucial the youth manages her or his budget wisely, by establishing a provisional budget highlighting main expenses, for instance:

	/ month	/ day
<b>Salary</b>	IDR 1,200,000	
<b>Accommodation</b>	IDR 200,000	
<b>Food</b>	IDR 500,000	IDR 16,666
<b>Transport</b>	IDR 300,000	IDR 10,000
<b>For parents</b>	IDR 100,000	
<b>For personal expenses</b>	IDR 100,000	

You should also highlight that Jamsostek membership entitles workers to different benefits that are summarized in Annex 5 distributed to participants.

## Activity 1.22

### Calculate daily wages and overtime pay

**Goal:** Learning how to calculate your wage and overtime pay

**Time:** 45 minutes

**Equipment/material needed:** Examples of pay slips, calculator, flashcards, flip chart, markers and tape

**Reference:** Ministry of Manpower and Transmigration Decree No. 102 of 2004; Manpower Act No. 13 of 2003

Explain that daily wages are calculated according to the following formula:

- For people working six days a week, the regional minimum wage divided by 26 gives the basic daily wage.
- Overtime compensation is based on government regulation which distinguishes four different types of overtime work:
  1. on normal workdays;
  2. on (official) holidays or the assigned day off when working six days and 40 hours a week;
  3. on (official) holidays that fall on a Friday (the shortest workday of the week) when working six days and 40 hours a week;
  4. on (official) holidays or the assigned days off when working five days and 40 hours a week.
- The basic hourly wage is  $\frac{1}{173}$  of the regional minimum wage.

Clarify that overtime refers to work beyond agreed working hours. Working overtime must not exceed three hours a day and 14 hours a week. Constantly working overtime may affect the health and safety of workers (inducing fatigue, stress, increasing the possibility of accidents) and productivity (see Art. 78 of Act No. 13 of 2003 concerning Manpower, and Ministry of Manpower and Transmigration Decree No. KEP.102/MEN/VI/2004). Workers are at liberty to ignore their employers' demand for overtime work. Payments for overtime can be requested within a two-year period after the overtime work was performed.

Explain that the Ministerial Decree No. 102 of 2004, Art. 11 acts as a guide to calculate overtime pay. The calculation should be done in the following manner:

1. Normal workdays:

<b>First hour</b>	<b>1.5 x basic hourly wage/hour</b>
<b>The following hours</b>	<b>2 x basic hourly wage/hour</b>

2. (Official) holiday or assigned day off (six workdays and 40 working hours per week):

<b>First seven hours</b>	<b>2 x basic hourly wage/hour</b>
<b>Eighth hour</b>	<b>3 x basic hourly wage/hour</b>
<b>Ninth and tenth hour</b>	<b>4 x basic hourly wage/hour</b>

3. (Official) holiday falling on a Friday (the shortest workday of the week; six workdays and 40 working hours per week):

<b>First five hours</b>	<b>2 x basic hourly wage/hour</b>
<b>Sixth hour</b>	<b>3 x basic hourly wage/hour</b>
<b>Seventh and eighth hour</b>	<b>4 x basic hourly wage/hour</b>

4. (Official) holiday or assigned day off (five workdays and 40 working hours per week):

<b>First eight hours</b>	<b>2 x basic hourly wage/hour</b>
<b>Ninth hour</b>	<b>3 x basic hourly wage/hour</b>
<b>Tenth and eleventh hour</b>	<b>4 x basic hourly wage/hour</b>

You continue by presenting the following case study:

Reti receives a monthly salary of IDR 2,000,000. She has worked overtime according to the following schedule over the past two months (including Sundays and national holidays):

Day/Month	August 2010					September 2010				
<b>Monday</b>		<b>2</b>	<b>9</b>	<b>16</b>	<b>23</b>	<b>30</b>	<b>6</b>	<b>13</b>	<b>20</b>	<b>27</b>
Extra hours										
<b>Tuesday</b>		<b>3</b>	<b>10</b>	<b>17</b> Independence Day	<b>24</b>	<b>31</b>	<b>7</b>	<b>14</b>	<b>21</b>	<b>28</b>
Extra hours		2		8						
<b>Wednesday</b>		<b>4</b>	<b>11</b>	<b>18</b>	<b>25</b>	<b>1</b>	<b>8</b>	<b>15</b>	<b>22</b>	<b>29</b>
Extra hours										
<b>Thursday</b>		<b>5</b>	<b>12</b>	<b>19</b>	<b>26</b>	<b>2</b>	<b>9</b>	<b>16</b>	<b>23</b>	<b>30</b>
Extra hours										
<b>Friday</b>		<b>6</b>	<b>13</b>	<b>20</b>	<b>27</b>	<b>3</b>	<b>10</b> Eidul-Fitr	<b>17</b>	<b>24</b>	
Extra hours										
<b>Saturday</b>		<b>7</b>	<b>14</b>	<b>21</b>	<b>28</b>	<b>4</b>	<b>11</b> Eidul-Fitr	<b>18</b>	<b>25</b>	
Extra hours			3				8			
<b>Sunday</b>	<b>1</b>	<b>8</b>	<b>15</b>	<b>22</b>	<b>29</b>	<b>5</b>	<b>12</b>	<b>19</b>	<b>26</b>	
Extra hours										

Her boss paid her an extra IDR 200,000 for the overtime. Participants gathered in groups are asked to verify whether she was paid the correct amount. Groups will make the calculations and present their answers. You will then give the right answer and explain the calculation as follows:

Date	Calculation	Total
<b>August 3</b>	IDR 11,560 X 150% X 1 hour = IDR 17,340 IDR 11,560 X 200% X 1 hour = IDR 23,120	<b>IDR 40,460</b>
<b>August 14</b>	IDR 11,560 X 150% X 1 hour = IDR 17,340 IDR 11,560 X 200% X 2 hours = IDR 46,240	<b>IDR 63,580</b>
<b>August 17</b>	IDR 11,560 X 200% X 7 hours = IDR 161,840 IDR 11,560 X 300% X 1 hour = IDR 34,680	<b>IDR 196,520</b>
<b>September 11</b>	IDR 11,560 X 200% X 5 hours = IDR 115,600 IDR 11,560 X 300% X 1 hour = IDR 34,680 IDR 11,560 X 400% X 2 hours = IDR 92,480	<b>IDR 242,760</b>
<b>Total</b>	21 hours	<b>IDR 543,320</b>

Now, also explain that sanctions for employers who do not respect legal provisions for overtime wages are very heavy, as follows:

Types of Conditions	Sanctions
Employer requires worker to work overtime (a) without her/his prior approval, (b) for more than three hours a day, or (c) for more than 14 hours a week (Manpower Act No. 13 of 2003, Article 78, Paragraph 1)	Fine of a minimum of IDR 5,000,000 and a maximum of IDR 50,000,000 (Article 188).
Failing to pay overtime (Article 78, paragraph 2)  Failing to pay overtime for work on a national holiday (Art. 85, paragraph 3)	Minimum jail sentence of one month and a maximum of 12 months and/or a fine of between IDR 10,000,000 and IDR 100,000,000 (Article 187).



# Learning Outcome 2:

Understand rights and apply principles of Occupational Safety and Health

Learning Outcomes	Sub- Outcomes	Assessment Criteria
<p><b>Understand rights and apply principles of Occupational Safety and Health</b></p>	<p>Understand Occupational Safety and Health (OSH) rights and responsibilities</p>	<p>Provide classification of OSH hazards</p>
	<p>Identify risks and take initiative to minimise them</p>	<p>Quote at least three ways to reduce exposure to a specific hazard</p>

## Introduction

Work without hazards doesn't exist, but many occupational accidents can be avoided when workers are aware of the risks and know how to eliminate or minimise them. Workers have specific rights related to their safety at work, but they are also responsible for protecting themselves and keeping the workplace safe for themselves and their fellow workers.

Many accidents at work can be avoided by behaving, acting and reacting thoughtfully. A worker who does not clean up spilled liquids and causes a fellow worker to slip or a worker who thinks he is capable of carrying out a certain task alone and sustains some injuries are just two examples of work accidents that can be avoided.

Encourage participants to think of the responsibilities they have in minimising any safety and health hazards at work. It is of utmost importance that workers understand all safety instructions and use personal protective equipment such as protective gloves, shoes and masks. The responsibility for a healthy and safe workplace falls on every single person at the workplace.

Employers have the greatest control over the workplace and are responsible for the good health and safety of their workers. However, in many enterprises the employers are not aware of specific risks in every single work environment. They rely on workers to identify risks and propose measures to effectively eliminate or minimise them.

Young workers are especially prone to occupational injuries. This may occur because they are trying too hard and/or working too fast to make a good impression. Often they are not aware of the dangers originating from the equipment they are working with and are not familiar with the workplace. An eagerness to show they are able to do the job may increase the probability of injuries.

As new recruits, they do not want to cause trouble and are reluctant to report unsafe working conditions. Additionally, young workers not fully aware of their rights and not yet confident in the tasks they perform may follow instructions from their supervisors, even when they have doubts that they are able to carry out the tasks assigned.

Since employers have the responsibility to provide a safe and healthy workplace, they have to inform and train workers on how to deal with unsafe conditions. Training for new workers should include:

- safety procedures and practices specific to the industry or type of work;
- information about any hazards in the workplace and the procedures developed to minimise risks;
- use of labels and signs to identify hazardous materials and the precautions to be taken when working with these;
- procedures in the event of fire or other emergencies;
- identification of prohibited or restricted areas;
- personal protective equipment;
- and procedures for reporting hazards and accidents.

In addition, young workers have the right to join occupational health committees established to provide advice on how to improve health and safety in the workplace. These committees may be mandatory under certain conditions (for instance in enterprises with a minimum number of workers).

Young workers also have the right to refuse to undertake tasks that may be dangerous for themselves and others, for which they have not been properly trained, equipped or for which they do not have sufficient experience. The refusal has to be submitted to their superior so that they are entitled to receive legal protection if required<sup>8</sup>.

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<sup>8</sup> See Act No. 1 of 1970 on Occupational Safety, Art. 12 (e).

## Activity 2.1

### Workplace Visit

**Goal:** Understanding Occupational Safety and Health (OSH) from first hand exposure

**Time:** Up to 1 day

**Equipment/material needed:** International Hazard Datasheets on Occupation <sup>9</sup>

**Reference:** JILAF POSITIVE Program Action Checklist <sup>10</sup>

In the context of occupational safety and health, a visit to a workplace can give participants the opportunity to identify hazards as well as measures to control them on-site. If possible, participants should also be allowed to interview workers and employers on the measures undertaken to improve safety and health in the enterprise.

A workplace visit needs to be planned in advance and participants need to be briefed prior to the visit. Ideally, participants should be organised into smaller groups and tasked with "inspecting" different areas of the workplace; for instance one group visiting the production department, a second group the warehouse, a third group the workshops and a fourth group the office department.

When back in the training room, participants may map hazards on a drawing of the floor plan using different colours (for example red for safety hazards, green for chemical hazards, blue for other health hazards etc.). The floor plans also need to indicate safety measures in place to minimise risks. The teams should complete their findings by adding diseases and injuries that might result from the hazards identified.

<sup>9</sup> See <http://www.ilo.org/legacy/english/protection/safework/cis/products/hdo/htm/index.htm>.

<sup>10</sup> See <http://ituc-ap.org/ituc/live/binaries/contents/ohsei/materials/jilaf-materials-on-action-check-list.pdf>.

## Activity 2.2

### Body Mapping

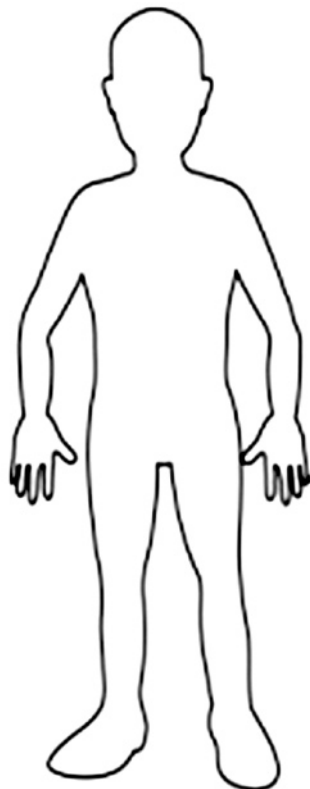
**Goal:** Understanding categories of hazards

**Time:** 1 hour 30 minutes

**Equipment/material needed:** Flip chart, markers and coloured cards

**Reference:** OSH risks in the construction sector adapted from ILO SAFEWORK (see Annex 6)

Start by asking each group to draw a silhouette similar to this one (but bigger) on a flip chart.



Then, explain that this is the body of a worker in the construction sector. The groups are asked to use four colours to mark on the silhouette how hazards in this particular economic sector may affect the health and safety of the worker. They will use:

- blue for chemical hazards;
- red for physical hazards;
- green for biological hazards;
- and black for social hazards.

Once they have completed the drawing, they present their findings to the rest of the class. At the end of the session, you will add details about OSH risks in the construction sector (see Annex 6: OSH risks in the construction sector adapted from ILO SAFEWORK).

# Activity 2.3

## Safety Pyramid

**Goal:** Strengthening the capacity to control hazards in the workplace

**Time:** 1 hour

**Equipment/material needed:** Case studies, flip chart, markers, flashcards

**Reference:** Act No. 1 of 1970 on Occupational Safety

This activity aims at strengthening participants' ability to control hazards in the workplace. The activity is based on a pyramid that is drawn on a flip-chart and divided into three parts, each part listing one of the three methods for controlling hazards:



You distribute case studies one by one (the same story to all the teams at the same time). The teams have three minutes to read the case studies, write the solution they think might prevent the accident from happening again down on their cards and send a "runner" to post their card on the part of the pyramid it

belongs to. Once a solution is posted, the other teams are not allowed to post the same again. The team with the highest number of correct posted answers wins a reward. The answers are spelled out below.

Case study 1	
<p>Bertha, age 17, washes dishes in a kitchen hospital. To clean the cooking pots, she rinses them in strong cleaning agents. She uses gloves to protect her hands and arms. One day, the three large cooking pots slipped out of Bertha's hands and fell into the sink. The cleaning agents splashed into her face and eyes. Her vision was impaired for two weeks.</p>	
Answers	
<b>Remove the hazard</b>	Choose to use a less hazardous detergent, use disposable pots or use dishwashers.
<b>Improve work policies and procedures</b>	Provide the employees with training on how to protect themselves from substances.
<b>Wear protective equipment</b>	Ensure the wearing of protective masks and glasses.

Case study 2	
<p>Ade is 16 years old. He works in a fast-food restaurant. One day, he slipped on an oily floor. To avoid falling down, he tried to grab the bar near the grill. He missed and touched the hot grill instead. He suffered a second-degree burn on both hands.</p>	
Answers	
<b>Remove the hazard</b>	Change the kitchen design so that the bar is not placed near the grill; cover the floor with anti-slip tops; place covers on grills when not in use to prevent accidental contacts; place covers on fryers to prevent hot oil splashes.
<b>Improve work policies and procedures</b>	Ensure co-workers clean oil spills immediately; redesign passageways so workers do not have to cross the grill area.
<b>Wear protective equipment</b>	Ensure the wearing of anti-slip shoes and gloves.



Case study 3	
<p>Felix is 17. He works in a department store near a food storage facility. His supervisor told him to clean the meat cutter, although he has never done it before and was not trained to do so. He thought the meat cutter was switched off and started cleaning it. While he was cleaning the blade, the machine started moving. The blade cut one of Felix's fingers on his left hand to the bone.</p>	
Answer	
<b>Remove the hazard</b>	The machine must be equipped with a protective mechanism to prevent accidental finger cuts; it must be equipped with an automatic cut-off switch.
<b>Improve work policies and procedures</b>	Rules must be established that stipulate to unplug machines before cleaning, publicised and posted next to the machine; workers under 18 should not use this machine.
<b>Wear protective equipment</b>	Ensure the wearing of cut-resistant gloves when cleaning the machine.

Case study 4	
<p>Muhamad works for a municipal public works department. One day, the temperature outside almost reached 45 degrees Celsius. While he was shovelling gravel into a hole, he started to feel dizzy. He passed out due to hyperthermia.</p>	
Answers	
<b>Remove the hazard</b>	Not possible.
<b>Improve work policies and procedures</b>	Work rests should be taken when working at high temperatures; a shed should be installed; water should be made available; training on hyperthermia symptoms and prevention should be given; workers should be encouraged to work in a "buddy system" to spot signs of hyperthermia in advance.
<b>Wear protective equipment</b>	Wear sun-blocking hats.

Case study 5	
Irham works in a restaurant preparing pizzas. Recently he felt his hand, shoulders and back hurting from repetitive work and standing for long periods of time.	
Answer	
<b>Remove the hazard</b>	Provide him with a stool or chair.
<b>Improve work policies and procedures</b>	Vary tasks to reduce repetitive strains and provide regular breaks.
<b>Wear protective equipment</b>	None

Case study 6	
Ine works as an assistant nurse at a local hospital. She is expected to clean urinals and sometimes change bed sheets, which requires her to lift patients. Recently, she felt her back twitch when bowing down or lifting people. She knew she should ask for assistance while lifting patients, but everyone in her unit is always busy, making her reluctant to ask. At home she feels pains in her back, neck and shoulders before going to sleep. The pain is growing worse each day.	
Answer	
<b>Remove the hazard</b>	Lift patients only if there are other persons willing to assist; use mechanical lifting device.
<b>Improve work policies and procedures</b>	Design and implement a policy stating that employees may only lift a patient if they are assisted by a team member or if they are using a mechanical lifting device; train employees on correct and safe methods of lifting.
<b>Wear protective equipment</b>	None.

Conclude by stating that once risks have been identified, it is important to find answers within the three categories, whenever possible. The more comprehensive the answer, the less likely it is that the hazard will happen.

You should also emphasise that children below 18 years typically have a shorter attention span than adults and should be prevented from undertaking tasks that require a high level of concentration in order to avoid accidents.

Finally, protection gear may be different for men and women, covering body parts that are more sensitive (protective jacket should cover breasts for female welders for instance).

# Activity 2.4

## Check the training room

**Goal:** Conducting a simple Occupational Safety and Health (OSH) assessment

**Time:** 45 minutes

**Equipment/material needed:** Check list, flashcards and pen

Groups are asked to check the room in which they are with the checklist of potential hazards below:

Categories	Checklist	Check (✓)
Room General	Is the housekeeping good?	
	Is the lighting adequate?	
	Is the floor in good condition?	
	Are exits clearly marked?	
	Is the classroom furniture in good condition and positioned safely?	
	Are all cupboards, fixed boards and display units secure and stable?	
	Are the light fixtures securely mounted, in good condition and clean?	
	Is the glass of all windows intact?	
Signs	Are all signs, bulletin boards and fixtures firmly attached?	

Categories	Checklist	Check (✓)
Floors	Are the floors in good condition and free of hazards to trip?	
	Are the floors clean and do they provide a good grip?	
Doors and Windows	Are the doors free from loose or broken hinges?	
	Is glass in windows and doors intact (not broken) and not cracked?	
	Do windows open easily?	
	Are the fasteners of windows intact?	
Lighting	Are all the lights working?	
	Are all light fixtures and switches not loose, cracked or broken?	
Power Cords and Cables	Are all cords in good condition (no fraying or exposed wires)?	
	Are all plugs in good condition (no cracks or broken pieces) and firmly attached to cords?	
	Are cords secured to avoid a tripping hazard?	

They are asked to write the three main potential hazards they identified and how they should be fixed on the flashcards and present them to the other groups.

## Activity 2.5

### OSH Research

**Goal:** Understanding hazards related to one's (dream) job

**Time:** 1 hour

**Equipment/material needed:** Laptop, flashcards, markers and flip chart

**Reference:** ILO website

A laptop with Internet access and 15 flashcards are handed over to each group. Participants are asked to select three industries in which they would like to work and/or in which they already work. They are then asked to research the main hazards associated with these industries in the ILO Encyclopaedia of Occupational Health and Safety:

**[http://www.ilo.org/safework/info/databases/lang--en/WCMS\\_113329/index.htm](http://www.ilo.org/safework/info/databases/lang--en/WCMS_113329/index.htm)**

The five top hazards should be listed on the flashcards for each industry, presented to all participants and pinned or glued on a board.

## Activity 2.6

### Rights and Responsibilities of Youth Workers related to Occupational Safety and Health (OSH)

**Goal:** Understanding rights and responsibilities related to OSH

**Time:** 45 minutes

**Equipment/material needed:** Flashcards, markers

**Reference:** OSH materials (POSITIVE training)<sup>11</sup>

Two groups are formed: “workers” and “employers”. Each group is asked to write on five flashcards the five main rights and responsibilities of the other group related to OSH. After 15 minutes of preparation, the groups bring their cards to the main board and pin or glue them in a table similar to the one below:

	Worker	Employer
Responsibilities	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Uphold responsibilities for the health and safety of other employees.</li> <li><input checked="" type="checkbox"/> Cooperate with the company concerning OSH.</li> <li><input checked="" type="checkbox"/> Follow correct work procedures and use protective and safety equipment.</li> <li><input checked="" type="checkbox"/> Report hazards (i.e. unsafe situations or activities) as soon as possible.</li> <li><input checked="" type="checkbox"/> Participate in health and safety training.</li> <li><input checked="" type="checkbox"/> Understand and fulfil health and safety requirements.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Provide a safe and healthy workplace.</li> <li><input checked="" type="checkbox"/> Provide information and training needed to cover an employee's health and safety.</li> <li><input checked="" type="checkbox"/> Carry out routine inspections of the workplace, equipment and utilities to ensure safety.</li> <li><input checked="" type="checkbox"/> Ensure that all equipment, machinery and utilities are well maintained.</li> <li><input checked="" type="checkbox"/> Address an unsafe situation reported by employees.</li> <li><input checked="" type="checkbox"/> Understand and fulfil health and safety requirements.</li> </ul>

<sup>11</sup> See <http://ituc-ap.org/ituc/live/binaries/contents/ohsei/materials/jilaf-materials-on-action-check-list.pdf>.

	Worker	Employer
Rights	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ask the supervisor to enforce all OSH requirements.</li> <li><input checked="" type="checkbox"/> Protest if the workplace is considered to be unsafe.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Reprimand workers who do not comply with OSH requirements.</li> </ul>

You then add any points of the table above that have not been proposed by the groups. Underline that 73 per cent of work accidents can be ascribed to unsafe behaviour, 24 per cent to non-compliance with environment or equipment requirements and only 3 per cent of work-related accidents are caused by force majeure, such as natural disasters.<sup>12</sup> Proper training on OSH is crucial to raise the workers' awareness and reduce accidents.

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<sup>12</sup> Dewan Keselamatan dan Kesehatan Kerja nasional (DK3N), Keselamatan dan Kesehatan Kerja (K3): Jangan sampai global compact beraksi, 2002





# Learning Outcome 3:

Defend rights and manage conflicts in the workplace

Learning Outcome	Sub-Outcomes	Assessment Criteria
<b>Defend rights and manage conflicts in the workplace</b>	Take steps to minimise conflicts	Identify conflict resolution strategies
	Make use of unions' collective bargaining power to defend one's rights and interests	Explain the main advantages of being unionised

## Introduction

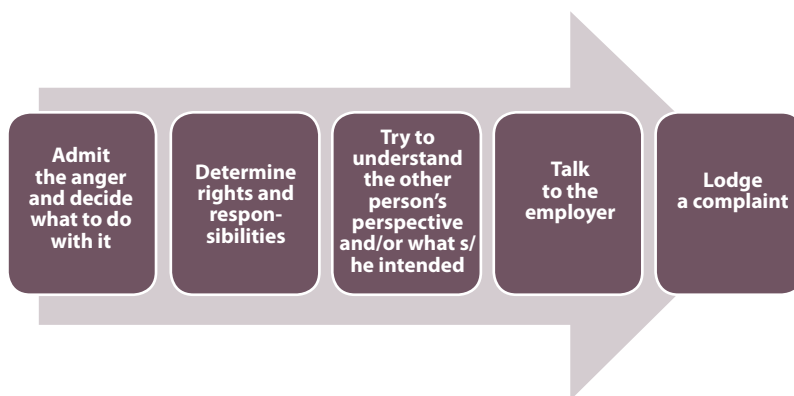
For many young workers it is difficult to find a balance between fulfilling the expectations of others, proving themselves and demanding their rights at work. Young recruits might find it difficult to exercise their rights, as they feel pressured not to cause trouble or not to make a bad impression. Young workers might hesitate to express their feelings about being treated unfairly.

On the other hand, anger is usually the first reaction of workers who feel that their rights have been violated. Their immediate response may be to angrily confront their supervisor or employer. Anger is a natural feeling if a person feels to have been treated unfairly. However, it is important to channel this anger into constructive actions.

When a problem occurs at the workplace, the first step should be to determine one's rights and responsibilities. Getting in touch with a mediating body such as the workers' council and trade unions – even anonymously – may be useful to find out about a worker's rights and responsibilities in a given situation.

There may be consequences if a worker loses her/his temper, such as losing her/his credibility within the company. Most employers also don't tolerate a worker who uses aggression to address workplace problems.

These are the recommended steps:



- ☑ **Acknowledge the anger and decide what to do with it.** The worker should consider the risks and advantages of expressing anger directly to the other party, or indirectly, for example, to a friend. If anger cannot be expressed over a long term, the capacity of a young worker to constructively participate in teamwork may be undermined.
- ☑ **Determine rights and responsibilities** based on laws, collective agreements, company regulations and employment contracts (see LEARNING OUTCOME 1).
- ☑ **Try to understand the other person's perspective and what s/he might have intended.** It is important for all parties not to jump to conclusions about the other person's intentions and to try to see the issue from the other's point of view, as well as getting all the facts right.
- ☑ **Talk to the employer** based on facts, regulations and contractual obligations. A worker should start by asking for clarification in order to get employers to articulate the logic behind their position. S/he should always demonstrate an attitude of fairness, showing that s/he also understands the other side of the argument.
- ☑ **Lodge a formal complaint** with the company's labour inspector, the local Office of Manpower or an independent mediation body. If the employer does not respond to attempts to address the problem, the worker may lodge a formal complaint. Workers will need to explain the problem, quote relevant laws, regulations and contractual obligations as well as provide evidence that supports their case. A formal complaint will lead to an investigation. If the employer is found to have violated labour rights, there are established procedures for correcting the violation (mediation between the parties, adjudication or court proceedings). **Workers** may decide to wait and file a complaint only once they have left the workplace up to 30 days after their departure. S/he may also choose to file an anonymous or third party complaint where there is specific evidence to suggest non-compliance with the labour law.

## Activity 3.1

### “So, you’re Upset?”

**Goal:** Understanding the importance of conflict resolution

**Time:** 45 minutes

**Equipment/material needed:** The story of the broken dishes

**References:** Own experiences

Participants are divided into two teams, each with discussing a different role play (see below). Each team is required to:

- read the dialogue between the employee and employer;
- identify the problem;
- determine the rights and responsibilities of both parties;
- decide what the worker could say and do at each step to constructively respond to this situation.

The answers of the two teams are then shared and discussed in an open session. At the end of the activity you distribute a copy of the hand-out on managing conflicts (see Annex 7).

#### ROLE PLAY 1

**Employer:** I want to talk to you about the dishes you broke last week.

**Employee:** Oh yes, that wasn’t my fault. Tom came out of the kitchen and barged against me while I was carrying a large tray of dirty dishes from table 7. There were so many guests that I was really loaded.

**Employer:** I don’t know what Tom did, but I know you dropped a full tray of dishes. It will cost me a lot of money to replace them. And you know about our “pay-for-what-you-break” policy.

**Employee:** But it wasn't my fault.

**Employer:** I don't care whose fault it is. I need to buy new dishes and I am not willing to pay for it. So, I have deducted IDR 500,000 from your salary this month.

**Employee:** But that means I will only receive IDR 1,000,000! I have to pay my rent and this is more than IDR 1,000,000. This isn't fair!

**Employer:** Well, there is nothing I can do about it. If you think it was Tom's fault, why don't you try to collect the money from Tom?

**Employee:** Tom won't pay anything. Why should he pay when the money is already deducted from my pay cheque? So, I'm stuck with paying for someone else's mistake?

**Employer:** Well, I don't know if I would put it that way. But I do know that I have a lot of broken dishes and I didn't break them, so I won't pay for them. Besides, I think it's time for you to get back to work. There are many customers waiting for you.

## ROLE PLAY 2

**Employer:** This is not the right way to clean a room! You have to have a system!

**Employee:** But this is how Janti taught me to clean a room.

**Employer:** I don't believe that Janti told you to make a bed like that! She was very good at this job.

**Employee:** Well, she did!

**Employer:** Well, this is wrong. You'd better learn it the right way because you're taking far too long to do this work.

**Employee:** If you show me how, I'm sure I can speed my work up. But I need someone to teach me the right way.

**Employer:** What's the matter with you? Are you stupid or what? Everyone knows how to make a bed. Didn't your mother teach you anything? I suppose you'll have to get a college degree to know how to do that.

**Employee:** Of course my mother taught me how to make a bed. But it looks like you want it to be done differently.

**Employer:** I'll get my wife to show you if she has the time. You'd think when you hire women to do housekeeping duties, they'd know a little bit about it. Don't mothers teach their kids anything nowadays? Get back to work and scrub the floors until my wife has time to come and teach you. Or are you too young to know how to do that?

## Activity 3.2

### What's my (conflict management) style?

**Goal:** Experiencing the efficiency of various conflict management styles

**Time:** 1 hour

**Equipment/material needed:** Flip chart, flashcards, markers and notebook

**Reference:** Manpower Act No. 13 of 2003; Act No. 2 of 2004

There are a number of strategies for dealing with a conflict with a supervisor and/or employer and/or colleague. A significant factor in determining which conflict management strategy to use is the worker's individual approach to conflict. Some workers may find conflict difficult and will try to avoid it. Others may be determined to win at all costs. There is a greater potential for successfully addressing workplace conflict if workers or employers are aware of their own personal style for dealing with conflict.

The facilitator distributes copies of the next page on the five main conflict management styles to five groups of participants each assigned one particular style. They are asked to reflect on a **case study** below and prepare negotiations with the manager according to the style they have been assigned.

After five minutes of preparation, speakers from each group gather in front of the audience, while the facilitator plays the role of the manager. The manager will talk simultaneously to all the different speakers and react according to their styles. After the role plays, groups are asked to list three advantages and disadvantages of their respective conflict management styles on six flashcards they will pin or glue on a board.

The facilitator concludes by emphasizing that there is no good or bad conflict management style. However, one needs to find a style one is comfortable with in a particular conflict situation, having controlled his or her anger and weighted the pros and cons of each option.

### **Case study**

You work as a part-time sales person in a men's clothing store. Your boss is a highly emotional person, with whom you have a very formal relationship. He calls you by your first name, but you call him Mr. Suhanto. When he gets upset, he becomes angry and abusive. He makes insulting remarks and judgements about you and your co-workers. These episodes happen about once a week. The rest of the time he rarely speaks to you. He will not tolerate any of the staff talking back to him. So far, the staff, including you, has remained silent during his outbursts.

Jobs like this one are rare and you really need it, as you are saving money to go to university next year. However, you do not like what Mr Thomas says when he is angry and the situation is starting to get on your nerves. You just got your pay cheque for the last month. You worked 10 hours a day, three days in a row. You think you should have been paid overtime for those three days. You have checked with the trade unions and they have confirmed you should have received overtime pay. This has happened before and you are really angry about this situation. You need the money. Besides you earned it, so you should be paid for it.



Style	Conflict Resolution Strategy	Pros (Advantages)	Cons (Disadvantages)
<b>Teddy Bear</b>	<b>Smoothing:</b> Give up your goals and let the other person have his or her way in order to maintain a good relationship.		
<b>Turtle</b>	<b>Withdrawing:</b> Avoid the issue and the other person by “walking away”.		
<b>Fox</b>	<b>Compromising:</b> Give up part of your goals and sacrifice part of the relationship in order to reach agreement.		
<b>Shark</b>	<b>Win-Lose Negotiating:</b> Try to force or persuade the other person to meet your needs at the expense of his or her needs.		
<b>Owl</b>	<b>Problem Solving:</b> Look for a solution that allows you and the other person to fully achieve your goals and maintain a good relationship.		

## Activity 3.3

### Conflict resolution process

**Goal:** Identifying steps in conflict management

**Time:** 45 minutes

**Equipment/material needed:** Bell, markers, flashcards, board and pins or tape

**Reference:** Act No. 2 of 2004; Ministry of Manpower and Transmigration Decree No. 15A of 1994; Example of Collective Labour Agreements

To resolve a conflict, workers and employers will sometimes need to negotiate their way to a solution. For this activity, each group is asked to select an employer negotiator, a worker negotiator and a facilitator or note taker. The employer and the worker will be characters selected from the two dialogues in the activity 3.1 "So you're upset?". To resolve the conflict, the two negotiators in each group will apply the four steps described below.

1. Each person explains what he or she needs, their feelings and the reasons for these needs and feelings. It is important that both parties in the conflict have the opportunity to tell each other what they want. Both parties must describe how they feel because unexpressed feelings are likely to fester and explode.
2. Each person tries to see the other person's perspective. For negotiating to be successful, the parties involved need to understand that: a) each person has a unique way of viewing issues, b) the same message can mean different things to two different people, and c) misunderstandings occur because people assume that everyone sees the issues as they do.
3. The parties come up with a number of options that would benefit them all. The key to this step is to invent solutions first and judge later. The parties can look at the problem from a variety of perspectives, trying to rethink and reformulate it in a way that allows new solutions to evolve.
4. The parties choose the option that seems the wisest and agree to abide by its conditions. Wise agreements meet the needs of all the parties involved, are viewed by all as fair and lay out the responsibilities and rights of all involved.

Each step should take 5 minutes. The facilitator first explains step 1. After 5 minutes, he or she will ring a bell and explain the next step, until all steps are completed. The groups then have 10 minutes to reflect on the process and select five main items reflecting what they have learnt about conflict resolution. They present their cards, glue or pin them on a board and group them.

The facilitator concludes by saying that if the parties fail to reach an agreement the first time, the next step is to start the process over again. The best way to become better at problem solving is to keep practicing. It has to be recognised that some issues are not negotiable. Sometimes, if the right solution is just not there, saying “no” to negotiating may be the best option.

## Activity 3.4

### Together we are stronger

**Goal:** Understanding the value of collective action

**Time:** 45 minutes

**Equipment/material needed:** Twigs, blue and yellow flashcards

The facilitator starts by distributing twigs to everybody and asks a participant whether individual twigs can be broken (and gives an example). One of the participants is asked to collect all the twigs and apply the same pressure to all of them stacked together. They will not bend. Explain the same stands for people organisations. In a capitalistic system, there is an unbalanced power relationship between the individual worker and the employer. Workers must therefore unite to defend their rights and interest and resist undue pressure. This is what trade unions are for.

The facilitator then asks the groups to reflect on why forming organisations is important for workers, to prioritise three aspects on three blue flashcards and give three examples where unions played a positive role on yellow cards. Cards are read out loud and pinned or glued on the wall into clusters.

## Activity 3.5

### Review of Collective agreement principles

**Goal:** Understanding collective agreement principles

**Time:** 1 hour

**Equipment/material needed:** Flip chart, markers, flashcards and table

**Reference:** Example of collective labour agreements in accordance with Manpower Act No. 13 of 2003 (see Annex 4)

The facilitator explains the activity is a competition based on questions asked in reference to a text on collective agreements. The facilitator divides the participants into two opposing teams and assigns numbers to each participant (two series of numbers, one for each team). S/he then reads the handout “What are collective agreements?” (see Annex 8).

S/he then explains that when s/he calls out a number, the participants who have been assigned that number must stand up and compete with each other for a right answer to the question. For example, if the facilitator calls out “5”, the two opposing team players to whom he or she assigned the number 5 must stand up and answer the question. The first person to hit the table at the center gets to answer the question. It is important that all participants stand at the same distance from the table, in a circle. If the answer is correct the **team marks 10 points**. The team with the highest number of points wins.

	Questions	Correct answers
1	Can a collective labour agreement be made between an employer and different workers or labour unions simultaneously?	No, a collective labour agreement has to be reached between a worker or labour union and the employer through negotiation. (Article 116 Paragraph (1) Manpower Act No. 13 of 2003)

	Questions	Correct answers
2	What are at least five issues that have to be included in the collective labour agreement?	1. Wage; 2. Working hours; 3. Working conditions; 4. Recruitment process; 5. Restructuring practices and compensation; 6. Safety and health requirements; 7. Training and educational requirements (Article 116-113 Manpower Act No. 13 of 2003)
3	What is the benefit of a collective labour agreement for young workers?	It ensures the establishment of the rights and obligations of the worker.
4	What is the benefit of a collective labour agreement for an employer?	A collective labour agreement helps prevent strikes, clearly regulates rights and obligations of employers as well as workers, and increases the productivity in a firm as workers have a certain level of job security.
5	Do collective labour agreements cover gender and non-discrimination issues?	Yes.
6	If two companies merge, which collective labour agreement is applicable?	The one more beneficial to workers.
7	How often is a collective labour agreement renewed?	Every two years.
8	What are the management's options if the negotiation enters into a difficult phase?	Management can invite the government to act as a mediator or move the negotiation to a different place in order to reduce tension.
9	How is the salary adjusted each year?	It is based on adjustments to the minimum wage.
10	What sanctions can be imposed if an employee does not obey company rules?	1. The worker has to be given a verbal warning first. 2. Then, three written warnings will be sent to the worker. 3. After this, the worker can be suspended. 4. Finally, the worker can be dismissed.

# Annexes

## Annex 1: Glossary of terms

<b>Annual Leave</b>	Paid leave is the annual period during which workers take time away from their work while continuing to receive an income and to be entitled to social protection. Workers can take a specified number of working days or weeks of leave, with the aim of allowing them the opportunity for extended rest and recreation.
<b>Child</b>	All persons under the age of 18.
<b>Collective bargaining</b>	Collective bargaining are all negotiations which take place between an employer, a group of employers or one or more employer organisations, on the one hand, and one or more worker organisations, on the other, to: determine working conditions and terms of employment; and/or regulate relations between employers and workers; and/or regulate relations between employers or their organisations and one or more worker organisations.
<b>Collective bargaining agreements</b>	Collective bargaining agreements are all agreements – stipulated in writing – on working conditions and terms of employment concluded between an employer, a group of employers or one or more employers' organisations, on the one hand and one or more workers' organisations, on the other. These agreements bind the signatories and those on whose behalf the agreement is concluded.
<b>Decent Work</b>	Decent Work is work that: is productive and delivers a fair income; provides security in the workplace and social protection for workers and their families; offers better prospects for personal development and social integration; grants freedom for people to express their concerns, organise and participate in decisions that affect their lives; and ensures equality of opportunity and treatment for all women and men.
<b>Employee</b>	Employees are all those workers who hold a "paid employment". This means that employees have an employment contract which entitles them to a basic remuneration, typically in form of wages and salaries. Contrary to self-employed and employers, this remuneration is not directly dependent upon the revenue of the enterprise. The employer is responsible for payment of relevant taxes and social security contributions.
<b>Employer</b>	Employers are workers who are self-employed and engage on a continuous basis one or more persons to work for them in their business as "employee(s)". Their remuneration depends the profits derived from the goods and services produced.
<b>Employer organisations</b>	These are membership-based organisations that lobby for and represent the interest of employers.
<b>Hazard</b>	A hazard is defined as any activity, situation or substance that can cause harm either physically or mentally.
<b>Hazardous Work</b>	Hazardous work is any type of or work that by its nature or the circumstances in which it is carried out is likely to jeopardise the health or safety of or of the worker.
<b>Home Work</b>	Home work is work carried out by a person in the home or in other premises of his or her choice, (other than the workplace of the employer), for remuneration, which results in a product or service as specified by the employer. Unless this person has the degree of autonomy and of economic independence necessary to be considered an independent worker.



<b>ILO</b>	The International Labour Organisation (ILO) is the United Nations (UN) specialised agency devoted to reducing poverty, achieving fair globalisation and advancing opportunities for women and men to obtain decent and productive work in conditions of freedom, equity, security and human dignity. As a tripartite organisation the ILO works with governments, employers and worker organisations.
<b>Living wage</b>	A living wage takes into account the actual living costs that might vary drastically between different regions of a country i.e. between rural and urban areas. The living wage approach takes into account these differences but also costs of living and aims to establish a flexible minimum remuneration which guarantees that workers can earn at least a minimal livelihood.
<b>Minimum wage</b>	A minimum wage is the minimum sum payable to a worker for work performed or services rendered, within a given period. This is guaranteed by law. It may not be reduced either by individual or collective agreement and it is fixed in such a way as to cover the minimum needs of a worker and their dependants.
<b>Night work</b>	Night work is all work performed during a period of not less than seven consecutive hours, from midnight to 5 a.m.
<b>Overtime</b>	Overtime refers to all hours worked in excess of normal hours. Overtime can be carried out until the maximum working hours either per day or week is reached.
<b>Part-time workers</b>	Part-time workers are employed persons whose normal hours are less than those of comparable full-time workers.
<b>Period of notice and dismissal</b>	Employers and employees, wishing to end an employment relation have to observe the period of notice which specifies for how long the employment relationship has to be maintained until the notice takes effect.
<b>Probation period</b>	When taking up a job, usually a defined period is foreseen as a trial period. During this time both sides, employers and employees, have the right to end the employment contract with limited or no notice period.
<b>Remuneration</b>	The ordinary, basic wage or salary and any additional emoluments payable directly or indirectly, whether in cash or in kind, by the employer to the worker and arising out of the workers' employment.
<b>Rest periods</b>	Periods of free time away from work provided to workers in order to preserve their safety, health and well-being.
<b>Self-Employed</b>	Self-employed people's remuneration is dependent upon the profits derived from the goods and services produced. Self-employed persons make the operational decisions affecting their business. The self-employed do not engage employees on a continuous basis. Self-employed persons might run the business with other partners.
<b>Shift work</b>	Shift work is a method of organising working time whereby workers succeed one another at the workplace so that the establishment can operate longer than the hours of work of individual workers at different daily and night hours.

<b>Social security</b>	Social security is the protection which society provides for its members – through a series of public measures – against the economic and social distress that otherwise would be caused by the interruption, or substantial reduction, of earnings resulting from sickness, maternity, employment injury, unemployment, invalidity, old age and death.
<b>Trade unions</b>	Trade unions are membership-based organisations of employees, normally extending beyond the confines of one enterprise, established to protect or improve, through collective action, the economic and social situation of workers.
<b>Wage</b>	Wages are remunerations or earnings expressed in terms of money and fixed by mutual agreement or by national laws or regulations, payable by an employer to an employed person for work done or for services rendered.
<b>Worker Representatives</b>	They are persons who are recognised as such under national law or practice, whether they are a) representatives designated or elected by trade unions or their members, or b) representatives freely elected by the workers in the enterprise.
<b>Youth/ Young person</b>	Youth is the period of life between childhood and adulthood. The internationally agreed definition encompasses all people aged 14 to 25 years old.

## Annex 2: Example of an Employment Agreement (Perjanjian Kerja)

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made in \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ by and between:

1. P.T. \_\_\_\_\_, a limited liability company established under the laws of the Republic of Indonesia, having its office at \_\_\_\_\_, in this matter represented by \_\_\_\_\_, its \_\_\_\_\_ (the "Company"); and
2. [Mr.] [Ms.] \_\_\_\_\_, holder of Resident Identity Card (KTP) No. \_\_\_\_\_, currently residing at [insert address] (the "Employee").

**WHEREAS**, the Company desires to employ the Employee, and the Employee desires to be employed by the Company;

**WHEREAS**, the parties hereto desire to enter into this Agreement to set forth the terms and conditions of the employment relationship;

**NOW, THEREFORE**, the parties hereto agree as follows:

### 1. EMPLOYMENT AND LOCATION

The Company hereby agrees to employ the Employee, and the Employee hereby accepts such employment by the Company as a [insert position] at [insert location]. The Employee acknowledges and agrees that he/she may from time to time be assigned to work at any other location as designated by the Company.

### 2. TERM OF EMPLOYMENT

The Employee is employed on a permanent basis, subject to a three (3) month probation period ("Probation Period"). Either party may at any time during the Probation Period, without reason or cause or further obligation to the other party, terminate this Agreement. If the Employee is terminated during the Probation Period, the Employee shall be entitled to receive a pro rata portion of his/her Basic Salary and the transportation allowance. No

**PERJANJIAN KERJA INI** ("Perjanjian") dibuat di \_\_\_\_\_ pada \_\_\_\_\_, 20\_\_ oleh dan antara:

1. P.T. \_\_\_\_\_, suatu perseroan terbatas yang didirikan berdasarkan hukum Republik Indonesia, berkantor di \_\_\_\_\_ dalam hal ini diwakili oleh \_\_\_\_\_ nya ("Perusahaan"); dan
2. [Tn.] [Nn.] \_\_\_\_\_, pemegang Kartu Tanda Penduduk (KTP) No. \_\_\_\_\_, saat ini bertempat tinggal di [masukkan alamat] ("Pekerja").

**BAHWA**, Perusahaan berkeinginan untuk mempekerjakan Pekerja, dan Pekerja berkeinginan untuk dipekerjakan oleh Perusahaan;

**BAHWA**, para pihak dengan ini berkeinginan untuk mengadakan Perjanjian ini untuk mengatur syarat-syarat dan kondisi-kondisi dari hubungan kerja;

**MAKA, OLEH KARENA ITU**, para pihak dengan ini menyetujui sebagai berikut:

### 1. PEKERJAAN DAN LOKASI

Perusahaan dengan ini menyetujui untuk mempekerjakan Pekerja, dan Pekerja dengan ini menerima pekerjaan tersebut dari Perusahaan sebagai [masukkan jabatan] di [masukkan lokasi]. Pekerja mengakui dan menyetujui bahwa ia dapat dari waktu ke waktu ditugaskan untuk bekerja di lokasi lainnya sebagaimana ditentukan oleh Perusahaan.

### 2. JANGKA WAKTU PEKERJAAN

Pekerja Pekerja dipekerjakan secara permanen tunduk pada tiga (3) bulan masa percobaan ("Masa Percobaan"). Masing-masing pihak dapat setiap waktu selama Masa Percobaan, tanpa alasan atau sebab atau kewajiban lebih lanjut kepada pihak lainnya, mengakhiri Perjanjian ini. Apabila Pekerja diberhentikan selama Masa Percobaan, Pekerja berhak untuk menerima jumlah yang proposional dari Gaji Pokok dan tunjangan transportasi.

other allowances or severance benefits shall be applicable.

### 3. DUTIES AND RESPONSIBILITIES

The Employee shall devote his/her entire time and ability to the performance of his/her duties and responsibilities specified below. In his/her capacity as a [insert position] of the Company, the responsibilities of the Employee shall include:

- (a) [insert duties and responsibilities]; and
- (b) such other duties as may be assigned by the Company from time to time.

Unless otherwise notified by the Company, the Employee shall report directly to the \_\_\_\_\_.

### 4. WORK HOURS AND OVERTIME PAYMENT

[Insert applicable work shifts/hours.] [The Employee shall be entitled to overtime payment in accordance with prevailing regulations.] [As this is a salaried, managerial position, the Employee shall not be entitled to overtime payments.]

### 5. GOOD CONDUCT

The Employee agrees that he/she will at all times abide by all laws and regulations of Indonesia and such policies, rules and regulations as may be issued by the Company from time to time, and generally conduct himself/herself so as to maintain the Company's honor and good reputation.

### 6. REMUNERATION AND BENEFITS

**Base Salary:** [Rp.] \_\_\_\_\_ per month, gross basis [, provided that upon successful completion of the Probation Period, the Employee's Base Salary will be increased to [Rp.] \_\_\_\_\_ per month, gross basis]. The Base Salary shall be paid by wire transfer no later than the \_\_\_\_\_ calendar day of each month for the immediately preceding pay period into a bank account designated by the Employee.

**Transportation Allowance:** [Rp.] \_\_\_\_\_ per month.

**Housing Allowance:** [Upon successful completion of the Probation Period,] [Rp.] \_\_\_\_\_ per month.

Tidak ada tunjangan atau keuntungan pengakhiran lain yang akan berlaku.

### 3. TUGAS DAN TANGGUNG JAWAB

Pekerja harus mencurahkan seluruh waktu dan kemampuannya atas pelaksanaan tugas dan tanggung jawabnya sebagaimana terperinci dibawah ini. Dalam kapasitasnya sebagai [masukkan jabatan] dari Perusahaan, tanggung jawab dari Pekerja mencakup:

- (a) [masukkan tugas dan tanggung jawab]; dan
- (b) tugas lainnya sebagaimana diberikan oleh Perusahaan dari waktu ke waktu.

Kecuali apabila diberitahukan lain oleh Perusahaan, Pekerja harus melapor secara langsung kepada \_\_\_\_\_.

### 4. JAM KERJA DAN PEMBAYARAN UPAH LEMBUR

[Masukkan shift/jam kerja yang berlaku.] [Pekerja berhak atas pembayaran upah lembur berdasarkan peraturan yang berlaku.] [Apabila sebagai jabatan pengelolaan dan digaji tetap, Pekerja tidak berhak atas pembayaran upah lembur.]

### 5. KELAKUAN BAIK

Pekerja menyetujui bahwa ia akan setiap waktu mematuhi semua peraturan perundang-undangan Indonesia dan kebijakan, peraturan dan ketetapan sebagaimana dikeluarkan oleh Perusahaan dari waktu ke waktu, dan secara umum berperilaku untuk menjaga kehormatan dan nama baik Perusahaan.

### 6. UPAH DAN TUNJANGAN

Gaji Pokok: [Rp.] \_\_\_\_\_ per bulan, pendapatan kotor [, dengan ketentuan bahwa setelah berhasil menyelesaikan Masa Percobaan, Gaji Pokok Pekerja akan dinaikkan menjadi [Rp.] \_\_\_\_\_ per bulan, pendapatan kotor]. Gaji Pokok dibayar melalui transfer kawat tidak lebih lambat dari hari \_\_\_\_ pada tiap bulan untuk periode pembayaran yang terakhir sebelumnya ke rekening bank yang ditunjuk oleh Pekerja.

**Tunjangan Transportasi:** Rp.] \_\_\_\_\_ per bulan.

**Tunjangan Perumahan:** [Setelah berhasil menyelesaikan Masa Percobaan,] [Rp.] \_\_\_\_\_ per bulan.

(Gross Salary = Base Salary + Transportation Allowance + Housing Allowance)

**Religious Holiday Allowance (THR):** One (1) month Gross Salary, or a pro rata portion thereof, as the case may be, to be paid in accordance with applicable regulations.

**Daily Meal:** [A daily catered meal will be provided.] [Daily allowance of [Rp.] \_\_\_\_].

**Medical Allowance:** [Upon successful completion of the Probation Period,] [Rp.] \_\_\_\_\_ per month.

**Maximum Hospitalization Allowance:** [Rp.] \_\_\_\_\_ per year. To be paid to the Employee only if the Employee is actually hospitalized.

**Jamsostek:** The Company shall enroll the Employee in the mandatory Jamsostek scheme and shall pay the Company's mandatory contribution thereto. A deduction for the Employee's mandatory Jamsostek contribution shall be made from the Employee's Base Salary.

**Annual Performance Bonus:** At the sole discretion of the Company. The maximum possible annual performance bonus will be 15% (fifteen percent) of Employee's annual Base Salary. Employee will be eligible for consideration of an annual performance bonus in \_\_\_\_\_, 200\_\_.

## 7. TAXES

The Company will withhold and pay to the tax authorities in the name of the Employee any tax imposed on the remuneration and benefits under this Agreement pursuant to Indonesian tax law. Evidence of payment of such withholding tax shall be provided to the Employee in a timely manner.

## 8. VACATION

The Employee shall be entitled to [12 (twelve)] work days paid vacation per annum after one year's service with the Company. The Company reserves the right to schedule, for its own convenience, up to \_\_\_\_ (\_\_) days of the Employee's vacation. Other vacation days may be taken at the discretion of the Employee, subject to the needs of the Company at any given time.

(Gaji Kotor = Gaji Pokok + Tunjangan Transportasi + Tunjangan Perumahan)

**Tunjangan Hari Raya (THR):** Satu (1) bulan Gaji Kotor, atau jumlah yang proposional dari Gaji Kotor, dibayar berdasarkan peraturan yang berlaku.

**Tunjangan Makan Harian:** [Makanan catering harian akan disediakan.] [Tunjangan harian sebesar [Rp.] \_\_\_\_\_].

**Tunjangan Kesehatan:** [Setelah berhasil menyelesaikan Masa Percobaan,] [Rp.] \_\_\_\_\_ per bulan.

**Tunjangan Perawatan di Rumah Sakit Maksimal:** [Rp.] \_\_\_\_\_ per tahun. Dibayarkan kepada Pekerja hanya apabila Pekerja benar-benar dirawat di rumah sakit.

**Jamsostek:** Perusahaan harus mendaftarkan Pekerja pada program wajib Jamsostek dan membayar iuran wajib Perusahaan atas program tersebut. Pemotongan atas iuran wajib Jamsostek Pekerja diambil dari Gaji Pokok Pekerja.

**Bonus Prestasi Tahunan:** Atas kebijakan Perusahaan. Maksimal bonus prestasi tahunan adalah 15% (lima belas persen) dari Gaji Pokok tahunan Pekerja. Pekerja akan memenuhi syarat untuk dipertimbangkan atas bonus prestasi tahunan pada \_\_\_\_\_, 200\_\_.

## 7. PAJAK

Perusahaan akan memotong dan membayar kepada otoritas perpajakan atas nama Pekerja pajak yang dikenakan atas upah dan keuntungan dari Perjanjian ini berdasarkan hukum perpajakan Indonesia. Bukti pembayaran dari pajak yang dipotong tersebut diserahkan kepada Pekerja secara tepat waktu.

## 8. CUTI

Pekerja berhak atas [12 (duabelas)] hari kerja cuti dibayar per tahun setelah satu (1) tahun kerja pada Perusahaan. Perusahaan mempunyai hak untuk menjadwalkan, bagi kemudahannya, sampai dengan \_\_\_\_ (\_\_) hari dari cuti Pekerja. Hari cuti lainnya dapat diambil atas kebijakan Pekerja, tunduk pada kebutuhan Perusahaan pada setiap waktu.

## **9. TERMINATION**

### **9.1 Termination by Company**

The Company shall have the right to terminate this Agreement in accordance with Article 2, Attachment 1 and for other reasons allowed under prevailing laws and regulations, including without limitation economic necessity.

### **9.2 Termination by Employee**

The Employee may terminate this Agreement in accordance with Article 2 and prevailing laws and regulations. If the Employee resigns from the Company, the Employee is obligated to notify the Company of his/her intention in writing at least [30 (thirty)] days prior to the date of resignation.

### **9.3 Termination Compensation**

All payments of severance pay, service money, and/or compensation in the event of any termination of this Agreement for any reason whatsoever shall be conducted in accordance with prevailing laws and regulations without premium, penalty or multiplier.

## **10. PERFORMANCE EVALUATIONS**

The Company shall conduct regular quarterly performance evaluations of the Employee, designed to identify strengths and weaknesses of the Employee, foster and encourage the development of the Employee's skills and knowledge, and identify areas in which Employee's performance has been below the minimum standards of the Company. If the Employee receives an overall "unsatisfactory" rating in respect of any three (3) consecutive performance evaluations, the Employee agrees to voluntarily resign in writing from the Company with immediate effect, provided the Company shall pay to Employee a gratuity equivalent to the severance benefits which would be payable under Article 9.3 if the Employee were to be terminated for reasons in Attachment 1, Paragraph 4. Such gratuity is intended by the parties to be the exclusive right to compensation by the Employee in the event of such resignation.

## **11. CONFIDENTIALITY**

The Employee shall not, at any time or in any manner, directly or indirectly, use for his/her own benefit or

## **9. PENGAKHIRAN**

### **9.1. Pengakhiran oleh Perusahaan**

Perusahaan mempunyai hak untuk mengakhiri Perjanjian ini berdasarkan Pasal 2, Lampiran 1 dan untuk alasan-alasan lain yang diperbolehkan menurut peraturan perundang-undangan yang berlaku, termasuk namun tindak terbatas pada keadaan ekonomi.

### **9.2. Pengakhiran oleh Pekerja**

Pekerja dapat mengakhiri Perjanjian ini berdasarkan Pasal 2 dan peraturan perundang-undangan yang berlaku. Apabila Pekerja mengundurkan diri dari Perusahaan, Pekerja diwajibkan untuk memberitahu kepada Perusahaan atas keinginannya secara tertulis paling lambat [30 (tiga puluh)] hari sebelum tanggal pengunduran dirinya.

### **9.3. Kompensasi Pengakhiran**

Semua pembayaran uang pesangon, uang jasa dan/atau ganti kerugian dalam hal terjadinya pengakhiran Perjanjian ini untuk alasan apapun harus dilakukan berdasarkan peraturan perundang-undangan yang berlaku tanpa kelebihan, denda atau kelipatan.

## **10. EVALUASI PRESTASI**

Perusahaan harus melakukan secara tetap evaluasi prestasi kwartalan Pekerja, dimaksudkan untuk mengidentifikasi kekuatan dan kelemahan Pekerja, membina dan mendorong perkembangan kemampuan dan pengetahuan Pekerja, dan mengidentifikasi bidang-bidang dimana prestasi Pekerja ada dibawah standar minimum Perusahaan. Apabila Pekerja menerima penilaian yang "tidak memuaskan" secara menyeluruh dalam tiga (3) kali berturut-turut evaluasi prestasi, Pekerja setuju untuk mengundurkan diri secara sukarela dengan segera secara tertulis dari Perusahaan, dengan ketentuan bahwa Perusahaan harus membayar kepada Pekerja sejumlah uang yang sama dengan tunjangan-tunjangan pemutusan kerja yang akan dibayarkan menurut Pasal 9.3 apabila Pekerja diputuskan hubungan kerjanya karena alasan-alasan yang tercantum dalam Lampiran 1 ayat 4. Uang tersebut dimaksudkan oleh para pihak menjadi hak eksklusif untuk kompensasi Pekerja dalam hal adanya pengunduran diri sebagaimana dimaksud diatas.

## **11. KERAHASIAAN**

Pekerja tidak dapat, pada setiap waktu atau dengan setiap cara, langsung atau tidak langsung,

the benefit of any other person or entity, or disclose to any person or entity, in any manner whatsoever, any confidential or proprietary information of the Company. It is understood and agreed that all financial, technical, procedural and administrative data and/or information of the Company, whether or not reduced to writing or an electronic medium, and whether or not marked "confidential", shall be treated as proprietary and kept strictly confidential. This obligation of confidentiality shall survive the termination of this Agreement. Upon termination of this Agreement, the Employee shall return to the Company all confidential materials in his/her possession. The Employee further acknowledges and agrees that, if so requested by the Company, he/she shall promptly execute a separate confidentiality agreement, in form and substance satisfactory to the Company.

## **12. IMPROVEMENTS**

### **12.1 Disclosure**

During the term of this Agreement, the Employee shall immediately disclose in writing to the Company any and all ideas, inventions, discoveries and improvements of which the Employee has knowledge concerning the operations and processes of the Company's business, whether or not these ideas, inventions, discoveries or improvements are patentable or subject to other intellectual property rights. The Employee further agrees to make all suggestions and recommendations that would, or could, be of benefit to the Company and to otherwise assist the Company in all possible ways in the development and improvement of any processes, designs, formulae, methods, programs, machinery and inventions of the Company.

### **12.2 Ownership**

The Employee hereby agrees that any interest (including all intellectual property rights of any nature) in ideas, inventions, discoveries or improvements developed in whole or in part in connection with his/her employment by the Company shall be the sole and exclusive property of the Company without any further act of any kind by the Company. The Employee hereby assigns to the Company all of his/her right, title and interest in all such ideas, inventions, discoveries and improvements and agrees that the Company is under no further obligations, monetary or otherwise, to the Employee for such assignment. The Employee hereby further agrees to execute and deliver to the Company all documents including,

memanfaatkan untuk keuntungannya sendiri atau keuntungan setiap pihak atau badan hukum lain, atau mengungkapkan kepada setiap pihak atau badan hukum, dengan cara apapun, setiap informasi rahasia atau yang dimiliki oleh Perusahaan. Telah dipahami dan disetujui bahwa semua data dan/atau informasi keuangan, teknis, prosedural dan administrasi Perusahaan, baik yang dibuat dalam bentuk tertulis atau media elektronik maupun tidak, dan baik yang ditandai "rahasia" maupun tidak, harus diperlakukan sebagai kepemilikan dan dijaga ketat kerahasiaannya. Kewajiban atas kerahasiaan ini harus tetap berlanjut setelah pengakhiran Perjanjian ini. Setelah pengakhiran Perjanjian ini, Pekerja harus mengembalikan kepada Perusahaan semua material/bahan rahasia yang berada dalam penguasaannya. Pekerja lebih jauh mengakui dan menyetujui bahwa, apabila diminta oleh Perusahaan, ia harus menandatangani perjanjian kerahasiaan terpisah, dalam bentuk dan isi yang memuaskan bagi Perusahaan.

## **12. KEMAJUAN**

### **12.1. Keterbukaan**

Selama jangka waktu Perjanjian ini, Pekerja secepatnya mengungkapkan secara tertulis kepada Perusahaan setiap dan semua ide, ciptaan, penemuan dan kemajuan dimana Pekerja mempunyai pengetahuan mengenai operasi dan proses usaha Perusahaan, baik dapat atau tidak ide, ciptaan, penemuan atau kemajuan tersebut dipatenkan atau merupakan subyek dari hak atas kekayaan intelektual. Pekerja selanjutnya menyetujui untuk memberikan semua saran dan anjuran yang akan atau dapat bermanfaat bagi Perusahaan dan selain itu membantu Perusahaan dengan semua cara yang mungkin dalam perkembangan dan kemajuan dari setiap proses, desain, formula, metode, program, mesin dan ciptaan Perusahaan.

### **12.2. Kepemilikan**

Pekerja dengan ini menyetujui bahwa setiap kepentingan (termasuk semua hak atas kekayaan intelektual dalam setiap sifat) dalam ide, ciptaan, penemuan atau kemajuan yang berkembang dalam keseluruhan atau sebagian berkaitan dengan pekerjaannya pada Perusahaan merupakan milik satu-satunya dan eksklusif dari Perusahaan tanpa tindakan lebih jauh apapun dari Perusahaan. Pekerja dengan ini mengalihkan kepada Perusahaan semua haknya, hak milik dan kepentingannya dalam semua ide, ciptaan, penemuan dan kemajuan tersebut dan menyetujui bahwa Perusahaan tidak dibawah kewajiban, moneter atau yang lain, kepada Pekerja atas pengalihan tersebut. Pekerja dengan ini selanjutnya menyetujui untuk menandatangani dan

but not limited to, applications for patents and/or other intellectual property rights as the Company may deem necessary or desirable.

### 13. AMENDMENTS

No amendments to this Agreement shall be effective unless in writing and signed by the Employee and an authorized representative of the Company.

### 14. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the parties hereto, and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof.

### 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

### 16. NOTICES

Any notice required or permitted hereunder shall be in writing and shall be effective upon actual receipt.

### 17. COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

### 18. WAIVERS

No failure or delay on the part of the Company in exercising any right, remedy or provision hereunder shall operate as a waiver thereof.

### 19. INVALIDITY

If any term of this Agreement is held by a tribunal to be invalid, void or unenforceable, such term shall be enforced to the maximum extent permitted by law consistent with the manifest intention of the parties, and the validity and enforceability of the remaining terms of this Agreement shall not in any way be affected, impaired or invalidated.

menyerahkan kepada Perusahaan semua dokumen termasuk, tapi tidak terbatas pada, permohonan paten dan/atau hak atas kekayaan intelektual lainnya yang menurut Perusahaan penting atau dikehendaki.

### 13. PERUBAHAN

Tidak ada perubahan dari Perjanjian ini yang dapat berlaku kecuali apabila dalam bentuk tertulis dan ditandatangani oleh Pekerja dan wakil yang berwenang dari Perusahaan.

### 14. KESELURUHAN PERJANJIAN

Perjanjian ini meliputi keseluruhan kesepahaman dan kesepakatan antara pihak di sini, dan menggantikan semua perundingan, kesepahaman dan kesepakatan sebelumnya, baik tertulis maupun lisan, antara para pihak yang berhubungan dengan hal-hal yang diatur dalam Perjanjian ini.

### 15. HUKUM YANG BERLAKU

Perjanjian ini diatur dengan dan ditafsirkan berdasarkan hukum Republik Indonesia.

### 16. PEMBERITAHUAN

Setiap pemberitahuan yang diperlukan atau diijinkan di sini harus dalam bentuk tertulis dan berlaku setelah adanya penerimaan secara nyata.

### 17. SALINAN

Perjanjian ini ditandatangani dalam dua (2) salinan, yang masing-masing adalah asli tetapi kesemuanya bersama-sama adalah satu dan instrumen yang sama.

### 18. PENGABAIAAN

Tidak ada kelalaian ataupun keterlambatan atas bagian Perusahaan dalam melaksanakan setiap hak, ganti rugi atau ketentuan di sini yang dapat dianggap sebagai pengabaian.

### 19. KETIDAKBERLAKUAN

Apabila terdapat ketentuan dari Perjanjian ini yang ditetapkan oleh suatu peradilan menjadi tidak berlaku, batal atau tidak dapat dilaksanakan, ketentuan tersebut harus dilaksanakan sampai seluas-luasnya yang diperbolehkan oleh hukum sesuai dengan perwujudan keinginan dari para pihak, dan keberlakuan serta dapat dilaksanakannya ketentuan yang lain dari Perjanjian ini tidak dapat dalam cara apapun terpengaruh, dihalangi atau menjadi tidak berlaku.



**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date first written above.

P.T. \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

### EMPLOYEE

\_\_\_\_\_  
Name:

### Attachment 1

#### Termination by Company

1. **Offense:** If the Employee violates the terms of this Agreement, the Company's Work Regulations (if any), prevailing laws and regulations or refuses to perform any work assigned to him/her, without a proper and acceptable reason, he/she shall be considered as committing an "offense". For purposes hereof, offenses shall be categorized as "grave", "serious" and "ordinary".
2. **Grave Offenses:** If the Employee commits any of the following "grave offenses", the Company can immediately without issuing any warning letters apply for a severance permit from the relevant authority, and suspend the Employee during such process by providing a letter to the Employee stating the reasons therefor, in accordance with prevailing laws and regulations:
  - a. misappropriation, theft and embezzlement of goods or cash or property of the Company, his/her workmates, supervisors or their friends;
  - b. providing false or forged information inflicting losses to the Company or the interests of the state;
  - c. being drunk, drinking liquor, using opium, taking drugs or abusing controlled substances or other

**DENGAN DISAKSIKAN**, para pihak mengadakan Perjanjian ini pada tanggal sebagaimana tertulis di atas.

P.T. \_\_\_\_\_

\_\_\_\_\_  
Nama:

Jabatan:

### PEKERJA

\_\_\_\_\_  
Nama:

### Lampiran 1

#### Pengakhiran Oleh Perusahaan

1. **Pelanggaran:** Apabila Pekerja melanggar syarat-syarat dari Perjanjian ini, Peraturan Kerja Perusahaan (jika ada), peraturan perundang-undangan yang berlaku atau menolak untuk melaksanakan pekerjaan yang ditugaskan untuknya, tanpa alasan yang layak dan dapat diterima, ia dapat dianggap melakukan "pelanggaran". Untuk tujuan Perjanjian ini, pelanggaran-pelanggaran harus dikategorikan sebagai "sangat serius", "serius" dan "biasa".
2. **Pelanggaran Sangat Serius:** Apabila Pekerja melakukan salah satu dari "pelanggaran sangat serius" berikut, Perusahaan dapat secepatnya tanpa menerbitkan surat peringatan mengajukan permohonan ijin pemutusan hubungan kerja dari pejabat yang berwenang, dan memberhentikan sementara (skorsing) Pekerja selama proses tersebut dengan menyampaikan surat kepada Pekerja yang menyebutkan alasannya, sesuai dengan peraturan perundang-undangan yang berlaku:
  - a. penyalahgunaan, pencurian dan penggelapan barang atau uang atau harta benda Perusahaan, teman kerjanya, pengawasnya atau teman-teman mereka;
  - b. penyediaan informasi palsu atau yang dipalsukan yang menyebabkan kerugian Perusahaan atau kepentingan negara;
  - c. mabuk, minum minuman keras, menggunakan opium, memakai obat-obatan atau menyalahgunakan obat-

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| <p>stimulants, which, based on laws and regulations, are banned from being used in work places and other places stipulated by the Company;</p> <p>d. committing an immoral act or gambling in the work place;</p> <p>e. attacking, intimidating or deceiving the Company or workmates or trading prohibited goods either within or outside the premises of the Company;</p> <p>f. maltreating, threatening physically or mentally, or rudely insulting his/her supervisors, workmates or their families;</p> <p>g. persuading supervisors or workmates to conduct an illegal, indecent or immoral act;</p> <p>h. recklessly or deliberately destroys, damages or leaves the property of the Company in a state of danger;</p> <p>i. disclosing or leaking corporate secrets, except for in the interest of the state, or defaming the Company's, supervisors' and/or their families' good name;</p> <p>j. providing false or forged information or documents, including without limitation, doctor's certificates and employment applications;</p> <p>k. committing a criminal act either within or outside the premises of the Company;</p> <p>l. recklessly or deliberately inflicting harm on himself/herself, workmates, guests or invitees of the Company or their respective families, or causing them to be placed in a state of harm or danger;</p> <p>m. tarnishing the reputation of the Company by word, action or omission;</p> | <p>obatan terkendali atau perangsang lainnya yang berdasarkan peraturan perundang-undangan dilarang untuk digunakan di tempat kerja atau di tempat lain yang ditetapkan oleh Perusahaan;</p> <p>d. melakukan tindakan tidak bermoral atau berjudi di tempat kerja;</p> <p>e. menyerang, mengancam atau menipu Perusahaan atau teman kerjanya atau melakukan perdagangan barang-barang terlarang baik di dalam maupun di luar tempat Perusahaan;</p> <p>f. menganiaya, mengancam secara fisik atau mental, atau secara kasar menghina pengawasnya, teman kerjanya atau keluarga mereka;</p> <p>g. membujuk pengawas atau teman kerja untuk melakukan tindakan ilegal, tidak senonoh atau tidak bermoral;</p> <p>h. dengan ceroboh atau dengan sengaja menghancurkan, merusak atau meninggalkan harta benda Perusahaan dalam keadaan bahaya;</p> <p>i. mengungkapkan atau membocorkan rahasia Perusahaan, kecuali untuk kepentingan negara, atau mencemarkan nama baik Perusahaan, pengawas-pengawas dan/atau keluarga mereka;</p> <p>j. menyediakan informasi atau dokumen palsu atau yang dipalsukan, termasuk tapi tidak terbatas pada surat keterangan dokter atau permohonan kerja;</p> <p>k. melakukan tindakan kriminal baik di dalam maupun di luar tempat Perusahaan;</p> <p>l. dengan ceroboh atau dengan sengaja menyakiti dirinya sendiri, teman kerja, tamu atau orang yang diundang ke Perusahaan atau keluarga mereka, atau menyebabkan mereka berada dalam keadaan celaka atau bahaya;</p> <p>m. menodai reputasi Perusahaan dengan kata-kata, tindakan atau kelalaian;</p> |
|---|---|

- n. breaching of any provision in this Agreement, including without limitation the provisions of Article 10;
  - o. being late or absent without providing reasons acceptable to the Company on a recurring basis as fairly determined by the Company;
  - p. Insert any other reasons for termination.]
  - q. any other cause recognized by the Company's Work Regulations (if any) or applicable law or regulation.
3. **Serious Offenses:** If the Employee commits any of the following "serious offenses" listed below, the Company can immediately give the Employee a final warning letter which shall be valid for 12 (twelve) months, and if the Employee commits any offense within 12 (twelve) months of receiving such final warning, the Company can apply for a severance permit from the relevant authority:
- a. the Employee places himself/herself, willfully or negligently, in a position or situation which disables the Employee from performing his/her assigned duties in a satisfactory manner;
  - b. the Employee refuses to carry out an assignment, follow an instruction or obey an order given by his/her supervisor for three (3) consecutive times;
  - c. incapability or incompetence in performing his/her work, after having been assigned different duties;
  - d. the Employee sleeps during work hours;
  - e. the Employee uses Company equipment and property for his/her own personal benefit without prior approval by a supervisor;
- n. melanggar ketentuan dari Perjanjian ini, termasuk tapi tidak terbatas pada ketentuan Pasal 10;
  - o. terlambat atau tidak hadir tanpa memberikan alasan yang dapat diterima oleh Perusahaan secara berulang-ulang yang ditentukan secara adil oleh Perusahaan;
  - p. Masukkan alasan lain untuk pengakhiran.]
  - q. sebab lain yang diakui oleh Peraturan Kerja Perusahaan (jika ada) atau peraturan perundang-undangan yang berlaku.
3. **Pelanggaran Serius:** Apabila Pekerja melakukan "pelanggaran serius" apa saja seperti yang tercantum di bawah ini, Perusahaan dapat secepatnya memberikan Pekerja surat peringatan terakhir yang berlaku untuk 12 (duabelas) bulan, dan apabila Pekerja melakukan suatu pelanggaran dalam 12 (duabelas) bulan dari penerimaan peringatan terakhir tersebut, Perusahaan dapat mengajukan permohonan ijin pemutusan hubungan kerja dari pejabat yang berwenang:
- a. Pekerja menempatkan dirinya, dengan sengaja atau secara ceroboh, dalam keadaan atau situasi yang menyebabkan Pekerja tidak dapat melaksanakan tugas yang diberikan dengan memuaskan;
  - b. Pekerja menolak untuk melakukan tugas, mengikuti instruksi atau menaati perintah yang diberikan oleh pengawasnya untuk tiga (3) kali berturut-turut;
  - c. ketidakmampuan atau ketidaksanggupan dalam melaksanakan tugasnya, setelah diberikan tugas yang berbeda;
  - d. Pekerja tidur selama waktu kerja;
  - e. Pekerja menggunakan peralatan dan harta benda Perusahaan untuk keuntungan pribadinya tanpa persetujuan terlebih dahulu oleh pengawas;

- f. the Employee makes personal inter-lokal or international phone calls without prior approval by a supervisor;
- g. [Insert any other cause for last warning]; or
- h. any other offenses subject to immediate issuance of a last warning letter recognized by the Company's Work Regulations (if any) or applicable law or regulation.
4. **Ordinary Offenses:** Any offense other than those described in Paragraphs 2 and 3 above shall be deemed an "ordinary offense". If the Employee commits any ordinary offense, the Company may give a warning letter ("First Warning") to the Employee which shall be valid for 12 (twelve) months. If the Employee commits any ordinary offense within the validity period of the First Warning, the Company may give a second warning letter ("Second Warning") to the Employee which shall be valid for 12 (twelve) months. If the Employee commits any ordinary offense within the validity period of the Second Warning, the Company may give a third and last warning letter ("Third Warning") to the Employee which shall be valid for 12 (twelve) months. If the Employee commits any ordinary offense within the validity period of the Third Warning, the Company may apply for a severance permit from the relevant authority, and suspend the Employee during such process by providing a letter to the Employee stating the reasons therefor, in accordance with prevailing laws and regulations.
- f. Pekerja menelepon sambungan inter-lokal atau internasional tanpa persetujuan terlebih dahulu oleh pengawas;
- g. [Masukkan sebab lain untuk peringatan terakhir]; atau
- h. pelanggaran lainnya yang tunduk pada penerbitan surat peringatan terakhir yang diakui oleh Peraturan Kerja Perusahaan (jika ada) atau peraturan perundang-undangan yang berlaku.
4. **Pelanggaran Biasa:** Setiap pelanggaran selain yang disebutkan dalam Ayat 2 dan 3 diatas harus dianggap sebagai "pelanggaran biasa". Apabila Pekerja melakukan pelanggaran biasa apa saja Perusahaan dapat memberikan surat peringatan ("eringatan Pertama") kepada Pekerja yang akan berlaku untuk 12 (duabelas) bulan. Apabila Pekerja melakukan pelanggaran biasa apa saja dalam jangka waktu keberlakuan Peringatan Pertama, Perusahaan dapat memberikan surat peringatan kedua ("Peringatan Kedua") kepada Pekerja yang akan berlaku untuk 12 (duabelas) bulan. Apabila Pekerja melakukan pelanggaran biasa apa saja dalam jangka waktu keberlakuan Peringatan Kedua, Perusahaan dapat memberikan surat peringatan ketiga dan terakhir ("Peringatan Ketiga") kepada Pekerja yang akan berlaku untuk 12 (duabelas) bulan. Apabila Pekerja melakukan pelanggaran biasa apa saja dalam jangka waktu keberlakuan Peringatan Ketiga, Perusahaan dapat mengajukan permohonan ijin pemutusan hubungan kerja dari pejabat yang berwenang, dan memberhentikan sementara (skorsing) Pekerja selama proses tersebut dengan menyampaikan surat kepada Pekerja yang menyebutkan alasannya, sesuai dengan peraturan perundang-undangan yang berlaku.

# Annex 3: Example of Indonesian Company Regulations (only in Bahasa Indonesia)

## I. PENDAHULUAN TERHADAP PERATURAN PERUSAHAAN

Peraturan ini dimaksudkan untuk memberikan pemahaman umum tentang kebijakan dan prosedur kepegawaian PERUSAHAAN yang berlaku saat ini kepada para Karyawan, dan untuk mengkonfirmasi dan mengklarifikasi hak-hak dan kewajiban-kewajiban PERUSAHAAN dan Karyawan dalam hubungan kerja. Oleh karena itu, Karyawan dianjurkan untuk mempelajari agar mengenal Peraturan ini sebaik-baiknya, karena Peraturan ini bisa menjawab banyak pertanyaan yang sering diajukan. Namun demikian, Peraturan ini tidak dapat mengantisipasi setiap situasi atau menjawab setiap pertanyaan menyangkut hubungan kerja dengan PERUSAHAAN. Peraturan ini dimaksudkan sebagai tambahan dari Perjanjian Kerja individual, dimana hak-hak dan kewajiban-kewajiban dari Karyawan ditetapkan lebih rinci. Salah satu tujuan utama PERUSAHAAN adalah menyediakan suatu lingkungan kerja yang kondusif bagi pertumbuhan pribadi dan profesional dan kami harap anda merasa bangga menjadi anggota tim kami.

PERUSAHAAN berhak setiap saat untuk mengubah, memperbaiki, menambah, atau mengurangi sebagian dan seluruh kebijakan dan/atau tunjangan yang diuraikan dalam Peraturan ini, tunduk pada persetujuan berikutnya dari Depnaker. Segala perubahan yang terjadi akan selalu disampaikan kepada Karyawan.

## II. PENGERTIAN

**PERUSAHAAN** harus diartikan perwakilan yang sah dari organisasi pengembangan nirlaba PERUSAHAAN di Indonesia, dengan kantor pusat di \_\_\_\_\_, struktur organisasi digambarkan pada Lampiran 1.

**CR** harus diartikan wakil negara di Indonesia untuk PERUSAHAAN.

**Kepmenaker** harus diartikan Kementerian Tenaga Kerja dan Transmigrasi di Indonesia.

**Karyawan** adalah setiap orang yang, setelah berhasil menyelesaikan masa percobaan yang bersangkutan, jika berlaku, menyediakan jasa kepada PERUSAHAAN secara terus menerus untuk waktu sedikitnya tiga (3) bulan berturut-turut sebagai pertukaran untuk kompensasi tertentu sesuai dengan ketentuan dalam Perjanjian Kerja dan peraturan perundang-undangan yang berlaku, tetapi tidak termasuk kontraktor bebas atau sejenisnya.

**Perjanjian Kerja** harus diartikan perjanjian kerja tertulis atau surat penugasan yang dibuat antara PERUSAHAAN dan Karyawan pada saat dipekerjakan, baik untuk waktu atau pekerjaan tertentu atau tidak tertentu, sebagaimana dirubah atau dimodifikasi dari waktu ke waktu.

**Peraturan** harus diartikan Peraturan ini termasuk Lampiran-lampiran, sebagaimana dirubah dari waktu ke waktu oleh PERUSAHAAN baik dengan perubahan formal, surat keputusan, aturan-aturan pelaksanaan, Peraturan praktek internal kantor dan kebijakan-kebijakan lainnya yang dilakukan oleh PERUSAHAAN sehubungan dengan Karyawan.

## III. MANAJEMEN PERUSAHAAN

1. **Struktur Manajemen:** Struktur Manajemen Program PERUSAHAAN digambarkan dalam Lampiran 1. CR bertanggung jawab atas operasi dan manajemen semua kegiatan PERUSAHAAN. Orang yang ditunjuk oleh CR akan memangku jabatan sebagai "Pejabat CR" bagi PERUSAHAAN apabila CR tidak hadir.
2. **Organisasi:** CR bekerjasama dalam sebuah tim Karyawan untuk mendukung dan membantu pelaksanaan kerja sehari-hari dari berbagai aktivitas PERUSAHAAN. CR akan membentuk seksi-seksi dan unit-unit di dalam kantor dengan peranan dan tanggung jawab yang ditetapkan secara spesifik.

3. **Uraian Kerja:** Masing-masing Karyawan PERUSAHAAN memiliki sebuah uraian kerja dan tanggung jawab. Saluran-saluran komunikasi harus dibentuk untuk mendukung dan mengawasi Karyawan dan untuk memastikan bahwa semua tugas dan tanggung jawab dilaksanakan secara efisien. Adalah tanggung jawab setiap Karyawan untuk mendapatkan kejelasan atas peran dan tanggung jawabnya dari atasan langsungnya. Sesuai dengan perubahan lingkungan dan kebutuhan program, uraian kerja akan ditinjau secara berkala oleh pihak manajemen PERUSAHAAN dan perubahan-perubahan yang diperlukan akan dimasukkan.

#### **IV. KEBIJAKAN UMUM KEPEGAWAIAN DAN PEKERJAAN**

##### **A. KEBIJAKAN ANTI-DISKRIMINASI**

Adalah kebijakan PERUSAHAAN untuk memberikan kesempatan kerja yang setara kepada orang-orang yang memiliki kualifikasi tanpa memandang ras, warna kulit, jenis kelamin, orientasi seksual, asal usul kebangsaan, keturunan, agama, umur, cacat tubuh atau status perkawinan.

##### **B. KEBIJAKAN NON-POLITIK**

1. **Menghindari Aktivitas Politik:** Setiap Karyawan PERUSAHAAN perlu menghindari setiap aktivitas-aktivitas yang dapat menimbulkan anggapan bahwa mereka atau PERUSAHAAN mendukung atau menentang suatu kepentingan, masalah atau kelompok politik tertentu.
2. **Pernyataan Pribadi:** Setiap orang diperbolehkan berbicara atas nama pribadi mengenai berbagai hal yang menjadi perhatian mereka. Namun demikian, mereka harus berhati-hati untuk memastikan bahwa pernyataan-pernyataan seperti itu tidak dibuat, atau tidak ditafsirkan telah dibuat, atas nama PERUSAHAAN.

##### **C. KODE ETIK, BENTURAN KEPENTINGAN DAN PERILAKU BISNIS**

1. **Kode Etik:** Adalah kebijakan PERUSAHAAN bahwa kita melaksanakan kegiatan-kegiatan kita secara bermoral dan beretika, dan sejalan dengan undang-undang, peraturan-peraturan dan praktek-praktek yang berlaku umum bagi perusahaan dan LSM-LSM yang lain.
2. **Benturan Kepentingan:** Kebijakan PERUSAHAAN mensyaratkan agar setiap Karyawan bebas dari kepentingan pribadi yang dapat mempengaruhi pertimbangan atau tindakan-tindakannya dalam pelaksanaan kegiatan PERUSAHAAN. Karyawan harus menghindari situasi-situasi yang dapat memicu benturan kepentingan dan juga situasi-situasi yang menciptakan penampakan atas benturan kepentingan. Benturan kepentingan dapat terjadi ketika seorang Karyawan memiliki kepentingan pribadi dalam suatu keputusan, yang mungkin membuat Karyawan yang bersangkutan tidak mengambil keputusan terbaik dari suatu persoalan bagi kepentingan PERUSAHAAN.
3. **Perilaku Bisnis:** Aturan-aturan khusus termasuk:
  - a) Dana atau aset apapun tidak boleh dipergunakan untuk tujuan yang melawan hukum atau yang tidak semestinya, atau untuk keuntungan pribadi Karyawan yang bersangkutan.
  - b) Dana PERUSAHAAN tidak boleh digunakan untuk kontribusi politik.
  - c) Pemberian hadiah tidak boleh dilakukan, baik secara langsung maupun tidak langsung, kepada setiap petugas atau karyawan Pemerintah atau badan Pemerintah manapun.
  - d) Data keuangan harus akurat, lengkap, terbaru, dan sesuai dengan persyaratan-persyaratan kontrak atau hibah.
  - e) Karyawan tidak boleh meminta atau menerima pembayaran apapun dari suatu supplier atau calon supplier.
  - f) Karyawan tidak diperkenankan menjadi perwakilan dari suatu organisasi yang tidak berafiliasi dengan PERUSAHAAN apabila hal tersebut berpotensi menimbulkan benturan kepentingan.
  - g) Karyawan atau anggota keluarganya tidak diperkenankan memiliki kepentingan finansial yang signifikan dalam suatu bisnis yang berhubungan atau yang sedang mengupayakan hubungan bisnis dengan PERUSAHAAN.
4. **Pelanggaran:** Pelanggaran atas kebijakan di atas akan mengakibatkan diambilnya tindakan disipliner yang sesuai dan dapat mengakibatkan pemecatan atau pengambilan tindakan hukum.
5. **Kode Pelaksanaan:** Semua Karyawan disyaratkan menandatangani kode pelaksanaan lembaga PERUSAHAAN, yang dimuat sebagai Lampiran 9.

#### **D. PERATURAN KERJA**

Selama jam kerja, Karyawan harus memperhatikan dan mentaati peraturan kerja sebagai berikut:

1. Dilarang merokok;
2. Dilarang tidur;
3. Dilarang memakai pakaian yang tidak sopan;
4. Dilarang berkeliaran;
5. Dilarang membuang sampah sembarangan;
6. Dilarang makan kecuali di tempat yang telah disediakan;
7. Dilarang ribut atau melakukan tindakan tidak patuh;
8. Dilarang memakai peralatan kantor untuk keperluan pribadi tanpa persetujuan terlebih dahulu dari atasan;
9. Dilarang melakukan hubungan telepon interlokal atau internasional untuk kepentingan pribadi tanpa persetujuan terlebih dahulu dari atasan; dan
10. Dilarang terlambat.

#### **E. KEWAJIBAN MENJAGA RAHASIA**

Karyawan wajib menjaga kerahasiaan atas seluruh informasi-informasi atau data-data rahasia atau milik PERUSAHAAN, termasuk tapi tidak terbatas pada, data keuangan, kepegawaian, teknik, prosedural dan administrasi. Kecuali dengan tegas diberi wewenang untuk melakukannya oleh wakil yang berwenang dari PERUSAHAAN, Karyawan dilarang mengungkapkan kepada pihak ketiga manapun, dalam cara apapun, semua informasi rahasia atau milik PERUSAHAAN. Telah dimengerti dan disetujui bahwa segala data keuangan, kepegawaian, teknik, prosedural dan administratif PERUSAHAAN, baik dituangkan atau tidak dalam tulisan atau media elektronik, baik ditandai atau tidak sebagai "rahasia", harus diperlakukan sebagai milik PERUSAHAAN dan dijaga ketat kerahasiaannya oleh Karyawan. Kewajiban ini akan terus ada walau berakhirnya atau diputuskannya hubungan kerja antara Karyawan dan PERUSAHAAN.

### **V. PENERIMAAN DAN HUBUNGAN KERJA KARYAWAN**

#### **A. KUALIFIKASI MINIMUM UNTUK BEKERJA DENGAN PERUSAHAAN**

1. Telah berumur delapan belas (18) tahun pada tanggal dipekerjakan.
2. Tidak pernah dihukum karena suatu tindak kejahatan oleh pengadilan.
3. Tidak memiliki ketergantungan terhadap alkohol atau obat-obatan.

#### **B. PROSEDUR PENERIMAAN**

1. **Persiapan Uraian Kerja:** CR akan menilai kebutuhan untuk mengisi posisi yang baru atau yang telah ada, berdasarkan pada kebutuhan program dan ketersediaan anggaran. Sebelum memulai proses penerimaan untuk posisi tersebut, orang yang mengawasi posisi yang diusulkan tersebut atau CR akan mempersiapkan sebuah uraian kerja yang terperinci yang berisi informasi berikut ini: Uraian singkat program, tanggung jawab utama, tugas dan pekerjaan khusus yang diminta, kualifikasi yang dibutuhkan untuk posisi tersebut, dan nama posisi.
2. **Pengiklanan:** Baik melalui iklan atau jaringan hubungan kerja yang telah ada, lamaran dan riwayat hidup calon-calon karyawan akan dikumpulkan. Apabila ada banyak lamaran yang masuk untuk suatu posisi tertentu, PERUSAHAAN akan menyeleksi para pelamar tersebut. Semua pelamar akan mendapat pemberitahuan mengenai status lamaran mereka melalui surat atau telepon.
3. **Wawancara:** PERUSAHAAN akan melanjutkan proses penerimaan dengan teliti yang akan terdiri dari wawancara-wawancara yang akan dilakukan oleh CR atau orang yang ditunjuk oleh CR.
4. **Perjanjian Kerja:** Calon yang berhasil akan diberikan penawaran Perjanjian Kerja. Perjanjian Kerja tersebut akan merinci antara lain gaji, nama pekerjaan, jenis pekerjaan, lamanya masa percobaan (jika berlaku), uraian kerja dan lain-lain.
5. **Karyawan Waktu Tertentu:** Jika seorang Karyawan dipekerjakan dengan dasar kontrak waktu tertentu, jangka waktu pertama adalah 6 (enam) bulan dimana sepanjang waktu tersebut baik calon Karyawan atau PERUSAHAAN dapat menghentikan hubungan kerja tanpa memberikan alasan apapun atau peringatan terlebih dahulu. PERUSAHAAN tidak bertanggung jawab untuk tambahan pembayaran atau jasa di luar pembayaran gaji atas hari-hari kerja sampai waktu penghentian hubungan kerja. Kontrak waktu tertentu dapat diperpanjang untuk jangka waktu kedua sampai dengan selama 2½ (dua setengah) tahun, dimana sepanjang jangka waktu tersebut Karyawan akan tetap dianggap sebagai dipekerjakan untuk waktu tertentu.

6. **Arsip Kepegawaian:** Arsip kepegawaian dengan nama Karyawan akan dibuat dan akan disimpan oleh Manajer Kantor. Karyawan selain Manajer Kantor dan CR tidak memiliki akses langsung atas arsip kepegawaian.

### C. MASA PERCOBAAN

1. **Masa Percobaan:** Suatu masa percobaan selama tiga (3) bulan akan diterapkan pada semua Karyawan baru seperti yang diperbolehkan oleh peraturan perundang-undangan yang berlaku. Pada akhir masa percobaan tersebut, Karyawan harus menjalani evaluasi kinerja. Evaluasi Kinerja Masa Percobaan disertakan dalam Lampiran 10.
2. **Penghentian Hubungan Kerja:** Selama masa percobaan, baik calon Karyawan atau PERUSAHAAN dapat menghentikan hubungan kerja tanpa memberikan alasan apapun atau peringatan terlebih dahulu. PERUSAHAAN tidak bertanggung jawab untuk tambahan pembayaran atau jasa di luar pembayaran gaji atas hari-hari kerja sampai waktu penghentian hubungan kerja. Masa percobaan yang tidak berhasil diselesaikan akan mengakibatkan pemutusan hubungan kerja dengan segera.
3. **Tunjangan:** Tunjangan selain dari hari libur kantor tidak akan diberikan selama masa percobaan. Setelah masa percobaan berhasil diselesaikan, tanggal dipekerjakan pertama akan digunakan untuk memperhitungkan cuti libur tahunan.
4. **Tujuan:** Masa percobaan dimaksudkan untuk memberikan kesempatan kepada PERUSAHAAN dan calon karyawan untuk saling mengenal satu sama lain agar dapat membuat keputusan yang beralasan untuk menjalin hubungan kerja.

## VI. JAM KERJA KANTOR, HARI LIBUR DAN MAKAN SIANG

### A. JAM KERJA KANTOR

1. **Jam Kerja Reguler:** PERUSAHAAN menerapkan lima (5) hari kerja dalam satu minggu, dari Senin hingga Jumat. Jam kerja reguler untuk PERUSAHAAN adalah dari jam 8:00 pagi hingga jam 5:00 sore. Semua Karyawan diharapkan berada di kantor dalam jam kerja kecuali ketidakhadiran mereka telah mendapat izin terlebih dahulu.
2. **Jam Kerja Non-Reguler:** Jam kerja Karyawan tergantung pada sifat pekerjaan dan tanggung jawabnya. Karyawan staf seringkali harus bekerja di luar jam-jam dan hari-hari kerja ini untuk memenuhi tanggung jawab mereka atau untuk menangani keadaan darurat. Hal ini dapat pula terjadi pada staf non program seperti pengemudi, satpam, dan pesuruh.
3. **Akhir Pekan/Hari Libur:** Dalam hal adanya penugasan terlebih dahulu oleh atasan mereka dengan persetujuan CR untuk bekerja pada akhir pekan atau hari libur, Karyawan staff akan dibayar dengan dasar gaji yang sama.
4. **Lembur:** Karyawan PERUSAHAAN kadang-kadang harus bekerja lembur. Dalam kasus seperti itu, Karyawan administrasi dan program tidak akan menerima kompensasi tambahan untuk pekerjaan lembur tersebut, kecuali dinyatakan lain dalam Perjanjian Kerjanya. Karyawan PERUSAHAAN yang umumnya berhak atas pembayaran untuk kerja lembur adalah satpam, pesuruh, pengemudi, dan buruh lepas lainnya. Seorang Karyawan tidak akan mendapat kompensasi untuk kerja lembur kecuali bila kerja lembur tersebut telah diotorisasi oleh atasan sebelum kerja lembur tersebut. Atasan harus mengkonfirmasi otorisasi pada lembar waktu kerja bulanan Karyawan.
5. **Perhitungan:** Perhitungan upah lembur ditentukan berdasarkan peraturan perundang-undangan yang berlaku. Lembur yang kurang dari setengah jam akan dihitung sebagai setengah jam. Lembur yang melebihi setengah jam akan dihitung sebagai satu jam.

### B. CATATAN KEHADIRAN STAF

1. **Lembar Waktu Kerja:** Adalah tanggung jawab semua Karyawan untuk mengisi lembar waktu kerja (Lampiran 3). Atasan langsung mereka akan memeriksa lembar waktu kerja sebelum diserahkan kepada Manajer Kantor. Manajer Kantor akan meninjau catatan kehadiran sebelum pembayaran gaji bulanan dilakukan.
2. **Pemberitahuan Ketidakhadiran:** Jika Karyawan terlambat masuk kerja, dia harus segera memberitahukan kepada atasannya atau Manajer Kantor. Jika Karyawan ingin meninggalkan pekerjaannya setiap saat pada waktu jam kerja resmi untuk alasan pribadi, Karyawan harus meminta ijin kepada atasannya dimana ijin hanya akan diberikan apabila permintaan tersebut disertai alasan yang layak dan dapat diterima.



3. **Dianggap Pemutusan:** Karyawan yang tidak masuk kerja selama lima (5) hari kerja berturut-turut tanpa ijin, dan setelah dihubungi dua (2) kali secara tertulis oleh PERUSAHAAN, akan dianggap telah memutuskan hubungan kerja atas kemauannya sendiri.

#### **C. HARI LIBUR KANTOR**

1. **Hari Libur Resmi:** Setiap hari yang ditetapkan oleh Pemerintah dan/atau oleh PERUSAHAAN merupakan hari libur PERUSAHAAN. Karyawan tidak wajib bekerja pada hari libur kecuali diminta oleh PERUSAHAAN, dimana Karyawan berhak atas pembayaran upah lembur sesuai dengan Peraturan ini atau Perjanjian Kerja individual. Hari libur yang jatuh pada hari Sabtu atau Minggu tidak dianggap sebagai hari libur yang "dibayar".
2. **Daftar Hari Libur:** Manajer Kantor akan mempersiapkan daftar hari libur yang akan digunakan oleh PERUSAHAAN, berdasarkan hari libur nasional atau keagamaan (Lampiran 4 mencantumkan Daftar Hari Libur tahun ini). Daftar ini harus memasukkan Hari Tahun Baru dan Hari Natal internasional. Daftar yang diusulkan ini akan didiskusikan dalam pertemuan seluruh karyawan PERUSAHAAN dan disesuaikan sedemikian rupa. CR akan membuat keputusan akhir mengenai daftar hari libur tersebut.
3. **Penempatan Daftar Hari Libur:** Manajer Kantor akan memastikan bahwa daftar hari libur yang telah ditetapkan dipasang di lokasi sekitar kantor, dan sebuah salinannya dikirimkan kepada *Regional Vice President* di Kantor Pusat PERUSAHAAN di Washington, D.C.

#### **D. MAKAN SIANG**

Istirahat makan siang disediakan bagi semua karyawan dari jam 12:00 hingga jam 1:00 siang.

### **VII. GAJI DAN TUNJANGAN**

#### **A. GAJI & KOMPENSASI**

1. **Pembayaran:** Gaji akan dibayarkan secara bulanan. Gaji yang berlaku sekarang akan dibuat berdasarkan Perjanjian Kerja yang ditandatangani oleh Karyawan dan PERUSAHAAN. Pembayaran gaji akan dilakukan pada hari Jumat terakhir bulan kerja bersangkutan atau bila ditentukan lain dalam Perjanjian Kerja yang bersangkutan.
2. **Tinjauan Gaji/Upah Minimum:** Struktur gaji akan ditinjau sekali setiap tahun dan perubahan-perubahan akan didasarkan pada kondisi setempat. Jumlah gaji Karyawan akan diatur berdasarkan pada peringkat, posisi, tugas dan jenis pekerjaan dari Karyawan dan tidak boleh kurang dari Upah Minimum Regional.
3. **Pembayaran Mobil dan Pengemudi:** Pengemudi akan dibayar sesuai dengan tingkat Pembayaran Mobil dan Pengemudi (Lampiran 5), yang disetujui oleh CR.

#### **B. ASURANSI KESEHATAN**

1. **Asuransi Kesehatan:** PERUSAHAAN akan menyediakan asuransi kesehatan di luar program "Jamsostek" bagi Karyawan penuhnya. PERUSAHAAN telah memiliki sebuah penyedia jasa asuransi, dan Karyawan penuh akan didaftarkan pada penyedia jasa asuransi ini.
2. **Tunjangan Penggantian Biaya Kesehatan:** Apabila penyedia jasa asuransi tidak mencakup kebutuhan-kebutuhan kesehatan yang penting seperti rawat jalan atau resep pengobatan, PERUSAHAAN dapat memberikan tunjangan penggantian biaya kesehatan yang akan memperkenankan setiap Karyawan penuh di bawah rencana ini memperoleh penggantian biaya dari PERUSAHAAN untuk biaya-biaya kesehatan yang diperkenankan dengan menunjukkan kuitansi-kuitansi pengeluaran yang sah. Suatu batas penggantian biaya akan ditentukan untuk setiap Karyawan penuh.

#### **C. PROGRAM JAMINAN SOSIAL TENAGA KERJA**

PERUSAHAAN akan mengasuransikan seluruh Karyawannya sebagaimana yang disyaratkan oleh hukum ke dalam program "Jamsostek" atau sebanding dengan itu.

**D. KENAIKAN GAJI BERDASARKAN EVALUASI KINERJA TAHUNAN**

1. **Kenaikan Gaji:** Berdasarkan penilaian kinerja tahunan, seorang Karyawan dapat menerima kenaikan gaji berdasarkan jasa. Kenaikan tahunan berdasarkan evaluasi kinerja akan ditentukan sebagai berikut:

Apabila hasil evaluasi:	maka kenaikan gaji adalah sebesar:
Sangat baik:	___%
Baik:	___%
Memenuhi harapan/Memuaskan:	___%

Lihat Bagian IX: EVALUASI KINERJA untuk perincian lebih lanjut.

2. **Penyesuaian Biaya Hidup:** Semua Karyawan, tanpa memandang lama waktu kerjanya pada PERUSAHAAN, berhak untuk menerima kenaikan gaji berdasarkan penyesuaian biaya hidup. Kenaikan biaya hidup ditentukan berdasarkan tinjauan data dalam indeks harga konsumen pada periode tahun tepat sebelum tanggal peninjauan gaji. Jumlah sesungguhnya kenaikan biaya hidup ditentukan berdasarkan ketersediaan dana dalam anggaran administratif PERUSAHAAN.
3. **Kenaikan Jasa:** Sementara itu, untuk kenaikan gaji karena jasa, hanya Karyawan yang telah bekerja untuk PERUSAHAAN selama paling sedikit enam (6) bulan berturut-turut berhak untuk mendapatkannya.

**E. BONUS LEBARAN / NATAL / KE-TIGABELAS**

Semua Karyawan PERUSAHAAN yang telah bekerja selama satu tahun kalender penuh berhak untuk menerima bonus Lebaran/Natal yang besarnya **setara dengan 1/12 dari gaji dasar tahunan mereka**, yang akan dibayarkan bersama dengan gaji bulanan reguler pada masa pembayaran sebelum Idul Fitri/Natal (dua (2) minggu sebelum hari Lebaran/Natal). Bonus Lebaran akan dibayarkan kepada Karyawan PERUSAHAAN sesuai dengan peraturan yang berlaku. Bonus untuk Karyawan-karyawan yang telah bekerja selama lebih dari tiga (3) bulan tetapi kurang dari satu tahun penuh pada PERUSAHAAN, akan diproratakan berdasarkan jumlah bulan kalender penuh yang telah dilalui oleh Karyawan.

**VIII. KEBIJAKAN CUTI**

**A. PERSETUJUAN CUTI DAN PENYIMPANAN CATATAN**

1. **Pengajuan Formulir Permohonan Cuti:** Pengajuan Formulir Permohonan Cuti kepada Manajer Kantor disyaratkan sebelum cuti dapat diambil (Lampiran 6).
2. **Persetujuan:** Dalam kantor PERUSAHAAN, atasan langsung dan CR memberikan persetujuan atas semua jenis cuti bagi Karyawan. CR memberikan persetujuan bagi cuti Manajer Kantor.
3. **Pencatatan:** Manajer Kantor menyimpan catatan cuti bagi setiap Karyawan. Pada akhir tahun fiskal, suatu laporan status cuti harus dipersiapkan oleh Manajer Kantor untuk ditinjau oleh CR.
4. **Cuti Tidak Dibayar:** Setiap Karyawan yang menggunakan waktu cuti yang lebih dari yang disediakan dianggap telah mengambil cuti tidak dibayar, dan pengurangan atas gajinya secara proporsional untuk hari-hari tambahan akan diberlakukan. Surat peringatan akan diterbitkan apabila seorang Karyawan mengambil cuti tanpa terlebih dahulu memintanya atau melaporkannya.

**B. CUTI SAKIT**

1. **Cuti Sakit:** Setiap Karyawan yang tidak dapat melaksanakan pekerjaannya karena alasan yang diakibatkan oleh sakit berhak mendapatkan gaji dasarnya sesuai dengan peraturan perundang-undangan yang berlaku.
2. **Pemberitahuan kepada PERUSAHAAN:** Adalah tanggung jawab dari karyawan untuk memberitahukan kepada kantor sesegera mungkin apabila dirinya sakit. Hari-hari sakit yang tidak dilaporkan dianggap sebagai cuti tidak dibayar. Cuti sakit yang lebih dari satu (1) hari mensyaratkan adanya surat keterangan medis dari Dokter yang berwenang.
3. **Cuti Singkat:** Cuti singkat (untuk kunjungan ke dokter dll.) harus disetujui oleh Manajer Kantor atau CR terlebih dahulu.

4. **Persetujuan Kemudian:** Setelah kembali bekerja, Karyawan harus mendapatkan persetujuan dari atasan mereka untuk hari-hari sakitnya.

### C. **CUTI LIBUR TAHUNAN**

1. **Cuti Tahunan:** Cuti tahunan didapatkan sebanyak satu (1) hari per bulan, atau 12 (dua belas) hari cuti tahunan untuk masa kerja satu tahun pada PERUSAHAAN.
2. **Pemakaian:** Penggunaan hari-hari libur tahunan memerlukan persetujuan terlebih dahulu dari CR. Libur tahunan dapat digunakan dalam lebih dari satu pengambilan. Libur tahunan yang lebih dari dua (2) minggu mensyaratkan adanya pemberitahuan sekurang-kurangnya dua (2) minggu sebelumnya, agar dapat menugaskan tanggung jawab kepada orang lain selama tidak hadirnya Karyawan yang bersangkutan.
3. **Cuti yang Belum Didapat:** Libur tahunan tidak dapat diambil sebelum hari liburnya didapatkan kecuali pada kasus-kasus luar biasa dengan alasan pembenaran yang memadai dan persetujuan dari CR.
4. **Cuti yang Dipindahkan:** Sebanyak 12 (dua belas) hari libur tahunan yang tidak digunakan dapat dipindahkan pada akhir tahun fiskal untuk digunakan dalam tahun fiskal berikutnya. Setiap cuti tidak digunakan yang melebihi 12 (dua belas) hari itu akan hilang. Kompensasi tidak akan diberikan bagi cuti tidak digunakan yang hilang. Dengan demikian, cuti tahunan terakumulasi maksimum untuk seorang Karyawan PERUSAHAAN adalah 24 (dua puluh empat) hari.
5. **Masa Percobaan:** Cuti tidak dapat diambil selama masa percobaan, yaitu dalam masa tiga (3) bulan kerja pertama. Waktu cuti akan dikumpulkan selama masa itu.
6. **Pengunduran Diri:** Ketika seorang Karyawan mengundurkan diri, yang bersangkutan berhak untuk menerima pembayaran yang setara dengan semua hari cuti tahunan tidak digunakan yang terakumulasi yang didapat dalam 12 (dua belas) bulan sebelumnya. Pada perpisahan dari PERUSAHAAN, apabila ada cuti tahunan di muka yang diambil, uang yang setara dengannya akan dikurangkan dari pembayaran yang terakhir.

### D. **CUTI HAMIL**

1. **Cuti Hamil:** Karyawan wanita berhak menerima cuti hamil dengan pembayaran penuh sampai dengan tiga (3) bulan, yaitu satu setengah bulan sebelum melahirkan dan satu setengah bulan sesudah melahirkan, atau jika disetujui lain antara PERUSAHAAN dan Karyawan yang bersangkutan.
2. **Cuti Kelahiran Anak:** Karyawan pria juga berhak atas satu (1) hari cuti dibayar dalam hal istrinya melahirkan atau keguguran.
3. **Persyaratan Waktu:** Karyawan harus telah bekerja bagi PERUSAHAAN selama satu (1) tahun sebelum dapat mengajukan permohonan cuti hamil.
4. **Permohonan:** Karyawan harus mengajukan permohonan untuk cuti hamil sesegera mungkin sebelum tanggal kelahiran yang diharapkan. Dalam berkonsultasi dengan atasan langsungnya, Karyawan tersebut harus mengambil setiap upaya untuk mengatur pengalihan tanggung jawabnya.
5. **Tidak Ada Ganti Rugi Berupa Uang:** Ganti rugi tunai tidak akan diberikan sebagai pengganti cuti hamil.
6. **Cuti Haid:** Undang-undang mengharuskan cuti haid bagi wanita selama dua (2) hari per bulan.
7. **Keguguran:** Dalam hal keguguran, Karyawan wanita berhak mendapatkan cuti dengan dibayar penuh sampai sejumlah satu setengah bulan.

### E. **CUTI DIBAYAR**

Setiap Karyawan akan diberikan ijin untuk meninggalkan pekerjaan dengan dibayar penuh untuk tujuan-tujuan sebagai berikut:

1. Dua (2) hari cuti untuk pernikahan Karyawan yang bersangkutan;
2. Dua (2) hari cuti untuk meninggalnya keluarga dekat (keluarga dekat berarti suami atau istri, orang tua, mertua, kakak, adik, anak, cucu, dan kakek nenek Karyawan);
3. Satu (1) hari cuti untuk pembaptisan atau khitanan anak Karyawan;
4. Dua (2) hari cuti untuk pernikahan anak Karyawan.

### F. **CUTI TIDAK DIBAYAR UNTUK KETIDAKHADIRAN**

1. **Cuti Tidak Dibayar:** Dalam keadaan yang luar biasa, seorang Karyawan dapat meminta cuti tidak dibayar untuk ketidakhadiran. CR, dalam berkonsultasi dengan atasan Karyawan tersebut, dapat memberikan izin bagi cuti tidak dibayar untuk ketidakhadiran. Cuti tidak dibayar untuk ketidakhadiran merupakan hak khusus yang dapat diberikan kepada seorang Karyawan dalam keadaan yang luar biasa. Cuti ini bukanlah hak.

2. Pemakaian Cuti Tahunan yang Didapat: Semua cuti libur tahunan yang tidak digunakan harus digunakan sebelum mengajukan permohonan cuti tidak dibayar untuk ketidakhadiran.

## IX. EVALUASI KINERJA

1. **Evaluasi Tahunan:** Semua Karyawan akan dievaluasi secara tahunan pada ulang tahun tanggal dipekerjakan pertama mereka.
2. **Pengajuan Evaluasi:** Adalah tanggung jawab semua atasan untuk melengkapi dan menyerahkan kepada Manajer Kantor PERUSAHAAN, evaluasi Karyawan mereka secara tahunan.
3. **Skala Evaluasi:** Evaluasi kinerja mencakup tinjauan bagian per bagian bersama Karyawan atas setiap tugas Karyawan sesuai dengan uraian kerjanya. Setiap bagian (atau kelompok bagian) diberi nilai berdasarkan skala satu sampai lima:  
lima = sangat baik  
  
empat = baik  
  
tiga = memuaskan/sesuai harapan  
  
dua = perlu peningkatan  
  
satu = buruk
4. **Nilai Akhir:** Nilai terakhir, tingkat kinerja keseluruhan, akan didasarkan pada rata-rata seluruh nilai bagian. Pedoman untuk melengkapi evaluasi kinerja tahunan disediakan dalam Lampiran 5 bersama dengan formulir penilaian kinerja standar.
5. **Persyaratan Umum:** PERUSAHAAN mensyaratkan semua Karyawan berkontribusi pada tingkat yang memuaskan atau lebih. Dalam hal pemberian nilai lima atau satu, penguji harus memberikan dokumentasi yang kuat untuk mendukung nilai berbeda yang luar biasa ini.

## X. PENGEMBANGAN KARYAWAN

PERUSAHAAN memandang pengembangan Karyawan sebagai faktor yang berkontribusi pada keberhasilan hubungan kerja. PERUSAHAAN akan berkontribusi atas biaya pelatihan Karyawan, apabila dana tersedia. Selama Peninjauan Tahunan, atasan didorong untuk menyusun rencana pengembangan Karyawan untuk waktu dua (2) tahun mendatang.

## XI. PERJALANAN DAN BIAYA PERJALANAN

### A. FORMULIR PERMINTAAN OTORISASI PERJALANAN

Sebelum memulai perjalanan internasional resmi, Karyawan yang akan melakukan perjalanan harus mengajukan Permintaan Otorisasi Perjalanan (TAR: *Travel Authorization Request*). Lihat Lampiran 8. Setiap TAR akan menyatakan maksud perjalanan, lamanya perjalanan yang dimaksudkan, tempat yang akan dikunjungi dan jumlah uang muka perjalanan yang diminta (bila ada). Setiap TAR membutuhkan persetujuan dari CR.

### B. BIAYA/ANG MUKA PERJALANAN

1. **Uang Muka Perjalanan:** Manajer Kantor tidak akan mengeluarkan uang muka perjalanan tanpa TAR yang telah disetujui CR. Setiap uang muka perjalanan yang tidak digunakan harus dikembalikan bersama dengan penyerahan laporan biaya perjalanan.
2. **Laporan Biaya Perjalanan:** Laporan biaya perjalanan harus diserahkan dalam waktu tiga (3) hari setelah kembali ke kantor asal untuk perjalanan dalam negeri dan dalam waktu tujuh (7) hari untuk perjalanan internasional.

### C. BIAYA PERJALANAN INTERNASIONAL

Karyawan akan memperoleh penggantian biaya perjalanan yang sebenarnya sampai dengan jumlah uang harian yang disetujui untuk makanan, penginapan dan biaya lain-lain yang terkait dengan pekerjaan. Penggantian biaya mensyaratkan penyerahan asli tagihan atau kwitansi. CR akan memberikan persetujuan atas suatu jumlah tertentu untuk menutup biaya perjalanan, makanan dan penginapan, yang pada umumnya tergantung pada

rate USAID yang disetujui. Untuk mendapatkan penggantian biaya, orang yang telah menempuh perjalanan harus menyerahkan sebuah Formulir Biaya Perjalanan (Lampiran 9) yang mencatat semua biaya dan tanggal pengeluaran. Pengeluaran untuk minuman beralkohol tidak akan diganti.

#### **D. BIAYA PERJALANAN DALAM NEGERI**

Apabila seorang Karyawan menghabiskan waktu kurang dari enam (6) jam total untuk perjalanan dan berada di tempat yang dikunjungi, Karyawan tersebut tidak berhak untuk menerima biaya perjalanan atau penginapan. Apabila Karyawan menghabiskan waktu lebih dari enam (6) jam, Karyawan tersebut berhak untuk menerima biaya makan per hari yang sebenarnya. Apabila seorang Karyawan diminta menginap dalam perjalanan di luar daerahnya, Karyawan tersebut berhak menerima biaya hotel atau penginapan yang sebenarnya. Kwitansi atau tagihan harus diserahkan bersama klaim biaya perjalanan dalam waktu tiga (3) hari setelah berakhirnya perjalanan tersebut.

## **XII. MANAJEMEN DAN ADMINISTRASI KANTOR**

### **A. PENGADAAN**

1. **Manajer Kantor:** Manajer Kantor dapat memberikan otorisasi untuk mengadakan barang dan jasa yang bernilai sampai dengan US\$100,00. Pengadaan barang atau jasa yang bernilai lebih dari US\$100,00 harus diotorisasi oleh CR.
2. **Prosedur Tender:** Untuk semua urusan pengadaan, adalah penting sekali untuk mengikuti prosedur tender yang kompetitif yang telah ditetapkan dan menyimpan dokumentasi arsip atas proses tender tersebut.

### **B. SEWA DAN PERJANJIAN**

1. **Perjanjian Sewa:** Perjanjian sewa untuk bangunan kantor/apartemen harus ditandatangani oleh CR.
2. **Perjanjian Lain:** Setiap perjanjian atau surat kesepakatan dengan badan pemerintah setempat atau nasional atau organisasi internasional harus ditandatangani oleh CR.

### **C. PEMBUANGAN ASET**

Aset tidak dapat dibuang tanpa persetujuan tertulis terlebih dahulu dari CR.

### **D. PERALATAN DAN PASOKAN KANTOR**

1. **Peralatan Kantor:** Peralatan kantor termasuk, tetapi tidak terbatas pada: mesin fotocopy, telepon, komputer, faks, e-mail dan lain-lain. PERUSAHAAN akan mengadakan peralatan kantor sebagaimana dibutuhkan oleh kantor dan program sesuai dengan anggaran yang disetujui.
2. **Pemakaian Seperlunya:** Semua Karyawan bertanggung jawab untuk menggunakan peralatan tersebut dengan hati-hati.
3. **Tidak untuk Pemakaian Pribadi:** Peralatan kantor tidak boleh digunakan untuk pemakaian pribadi. Penggunaan komputer oleh non-Karyawan tanpa otorisasi tidak diperbolehkan.
4. **Perawatan:** Semua masalah pada peralatan kantor yang terlihat oleh Karyawan harus dilaporkan dengan segera kepada Manajer Kantor atau staf lain yang bertanggung jawab. CR dan Manajer Kantor dapat memberikan otorisasi bagi perbaikan dan perawatan peralatan.
5. **Permintaan:** Pasokan kantor dapat digunakan sebagaimana dibutuhkan untuk kegiatan kerja PERUSAHAAN. Karyawan diharuskan untuk mencatat semua pasokan yang keluar. Segera beritahukan kepada Manajer Kantor apabila suatu pasokan tertentu hampir habis. Permintaan penyediaan pasokan kantor yang tidak disediakan secara reguler harus diajukan kepada Manajer Kantor.
6. **Kontrol Inventaris:** Manajer Kantor bertanggung jawab untuk memeriksa semua peralatan dan pasokan yang diterima berdasarkan pesanan pembelian dan tagihan, dan untuk merawat dan memastikan bahwa sistem kontrol inventaris dan manajemen diikuti.

### **E. KOMUNIKASI DAN INFORMASI ELEKTRONIK**

1. **Sarana Komunikasi:** Agar tetap kompetitif, melayani pelanggan dengan lebih baik, dan memberikan peralatan terbaik bagi tenaga kerja kita yang berbakat untuk melaksanakan pekerjaan mereka, PERUSAHAAN terus mengadopsi dan menggunakan sarana-sarana komunikasi dan pertukaran informasi yang baru. Ini berarti bahwa banyak di antara Karyawan kita memiliki akses pada satu atau lebih bentuk media dan layanan elektronik termasuk komputer, e-mail, telepon, voice mail, mesin faks, papan bulletin elektronik eksternal, jasa layanan on-line, Internet dan World Wide Web.
2. **Pemakaian dan Tujuan:** PERUSAHAAN mendorong penggunaan media-media ini dan layanan-layan-

an yang terkait dengannya karena media dan layanan ini dapat menjadikan komunikasi lebih efisien dan efektif dan karena sarana-sarana tersebut merupakan sumber informasi yang berharga mengenai penjual, pelanggan, teknologi, dan produk serta layanan baru. Namun demikian, semua Karyawan dan setiap orang yang terkait dengan organisasi harus ingat bahwa media dan layanan elektronik yang disediakan oleh PERUSAHAAN merupakan milik PERUSAHAAN dan tujuan penyediannya adalah untuk mempermudah dan mendukung bisnis PERUSAHAAN.

3. **Komunikasi yang Dilarang:** Kebijakan ini tidak dapat mencakup semua situasi yang mungkin terjadi. Namun, kebijakan ini dirancang untuk menyatakan filosofi PERUSAHAAN dan menetapkan prinsip-prinsip umum yang harus diterapkan oleh Karyawan ketika menggunakan media dan layanan elektronik. Komunikasi yang dilarang termasuk komunikasi yang diskriminatif atau mengganggu, menghina seseorang atau suatu kelompok, tidak senonoh, memfitnah atau mengancam, dan/atau terkait dengan tujuan-tujuan yang ilegal atau bertentangan dengan kebijakan atau kepentingan bisnis PERUSAHAAN.
4. **Pemakaian Pribadi:** Media dan layanan elektronik disediakan oleh PERUSAHAAN terutama untuk digunakan oleh Karyawan bagi kepentingan bisnis. Penggunaan media elektronik secara terbatas, sewaktu-waktu, atau sekali-kali (mengirimkan atau menerima) untuk urusan pribadi dapat dipahami dan diterima. Namun demikian, Karyawan diharapkan untuk memperlihatkan rasa tanggung jawab dan tidak menyalahgunakan hak khusus ini.
5. **Milik PERUSAHAAN:** Sumber komunikasi dan informasi elektronik PERUSAHAAN merupakan milik PERUSAHAAN. PERUSAHAAN mempunyai hak, atas pertimbangannya sendiri, untuk meninjau setiap arsip-arsip dan pesan-pesan elektronik setiap Karyawan sejauh diperlukan untuk memastikan bahwa media dan layanan elektronik tersebut digunakan sesuai dengan hukum, kebijakan ini, dan kebijakan-kebijakan PERUSAHAAN yang lain.
6. **Penyalahgunaan Pemakaian:** Karyawan yang menyalahgunakan hak khusus atas akses yang disediakan oleh PERUSAHAAN pada media dan layanan elektronik akan dikenai tindakan perbaikan sampai dengan pemberhentian. Hubungi departemen Sistem Informasi Manajemen (MIS: Management Information Systems) PERUSAHAAN, apabila anda memiliki pertanyaan mengenai media elektronik yang disediakan oleh PERUSAHAAN.
7. **Kerahasiaan:** Tanpa membatasi keumuman dari Bagian IV.E, PERUSAHAAN mensyaratkan semua Karyawan menghormati kerahasiaan produk kerja PERUSAHAAN. Berdasarkan hal tersebut, PERUSAHAAN tidak akan mengizinkan Karyawannya mereproduksi, mengubah, mendistribusikan atau selain itu menggunakan dan/atau memindahkan material khusus yang diterbitkan secara internal, bank data (database) dan informasi kepemilikan lainnya kepada pihak-pihak atau badan-badan luar, termasuk bekas Karyawan, kecuali bila secara khusus dipersyaratkan melalui hubungan kontrak atau dalam pelaksanaan hubungan bisnis normal. Karyawan yang memiliki pertanyaan atau perhatian menyangkut kepemilikan dalam penggunaan material tertentu harus meminta nasihat dan bimbingan dari *Senior Vice President, Corporate Services* dan *General Counsel* sebelum mempergunakan bahan-bahan tersebut.

### XIII. PENGELOLAAN KENDARAAN

1. **Sewa:** Analisis yang cermat atas kebutuhan kendaraan akan dilaksanakan oleh Manajer Kantor sebelum melakukan pengaturan penyewaan kendaraan. Kendaraan pribadi dapat disewa hanya dengan persetujuan terlebih dahulu dari CR.
2. **Catatan Kendaraan:** Pengemudi kendaraan sewaan harus memelihara catatan kendaraan seperti yang dilakukan bagi kendaraan PERUSAHAAN setiap kali biaya bahan bakarnya ditanggung oleh PERUSAHAAN.
3. **Pembayaran:** Apabila kendaraan tersebut disewa untuk satu (1) perjalanan atau untuk jangka pendek, sewanya harus dibayar sesuai dengan kebijakan PERUSAHAAN yang telah ditetapkan. Apabila kendaraan disewa untuk jangka panjang, harga borongan (*flat rate*) harus dinegosiasikan. Harga setempat yang berlaku harus dijadikan faktor pedoman dalam menentukan nilai sewa kendaraan.
4. **Kontrak:** Sebuah kontrak harus ditandatangani oleh pengemudi atau pemilik kendaraan yang menyatakan bahwa PERUSAHAAN tidak bertanggung jawab atas perbaikan kendaraan.
5. **Pemakaian Pribadi:** Pemakaian kendaraan untuk alasan pribadi tanpa persetujuan terlebih dahulu dari CR adalah dilarang dan akan mengakibatkan diambilnya tindakan disiplin.

### XIV. SIKAP DAN KEBERSIHAN

1. **Pengunjung:** Pengunjung tidak resmi dianjurkan untuk tidak mengunjungi kantor. Apabila ada urusan-urusan pribadi yang penting sebaiknya diselesaikan dalam waktu istirahat makan siang. Karyawan harus memastikan bahwa pengunjung tidak mendapatkan akses ke komputer atau informasi rahasia.
2. **Panggilan Telepon Pribadi:** Panggilan telepon pribadi juga dianjurkan untuk tidak dilakukan selama jam kantor. Apabila benar-benar penting, waktu panggilan telepon harus singkat.
3. **Kebersihan:** Adalah tanggung jawab setiap Karyawan untuk menjaga suasana kantor tetap bersih, rapi dan menarik.

## **XV. PELANGGARAN, PERINGATAN, TINDAKAN DISIPLINER**

### **A. PELANGGARAN**

1. **Pelanggaran:** Karyawan yang melanggar ketentuan dalam Perjanjian Kerjanya, Peraturan ini, peraturan perundang-undangan yang berlaku, atau menolak untuk menjalankan pekerjaan yang ditugaskan kepadanya, tanpa alasan yang layak dan dapat diterima, dianggap sebagai melakukan pelanggaran.
2. **Pelanggaran Serius:** Jika Karyawan melakukan salah satu dari pelanggaran serius berikut, PERUSAHAAN dapat dengan segera tanpa menerbitkan surat peringatan memohon ijin pemutusan dari otoritas yang terkait sesuai dengan peraturan perundang-undangan yang berlaku:
  - a. Melanggar perjanjian kerahasiaan yang diatur pada Bagian IVE dan/atau XII.E.7 Peraturan ini;
  - b. Ketidakmampuan atau ketidakcakapan dalam melaksanakan tugas yang diberikan kepadanya setelah diturunkan jabatannya dan/atau diberikan tugas yang berbeda, ketidakmampuan atau ketidakcakapan ditentukan oleh PERUSAHAAN berdasarkan evaluasi yang adil dari ketrampilan dan produk kerja Karyawan;
  - c. Terlambat atau tidak masuk tanpa memberikan alasan yang dapat diterima oleh PERUSAHAAN secara berulang-ulang sebagaimana ditetapkan dengan wajar oleh PERUSAHAAN;
  - d. Memberikan laporan biaya perjalanan yang palsu atau yang dipalsukan;
  - e. Perkelahian fisik dengan siapapun ketika sedang bertugas;
  - f. Kelalaian atau ketidakpedulian terhadap keselamatan Karyawan lain, penerima program atau orang-orang diluar PERUSAHAAN;
  - g. Meminta bantuan atau suap sebagai ganti atas pengadaan atau kontrak jasa bagi PERUSAHAAN dengan usaha luar atau pihak lain;
  - h. Dihukum karena melakukan tindakan kriminal; dan
  - i. Perbuatan lain yang dianggap sebagai pelanggaran serius dalam Peraturan ini, Perjanjian Kerja Karyawan atau sesuai dengan peraturan perundang-undangan yang berlaku.

### **B. PERINGATAN**

1. **Peringatan:** Jika Karyawan melakukan pelanggaran, PERUSAHAAN dapat memberikan peringatan lisan atau tertulis kepada Karyawan, menjelaskan tindakan atau masalah pelanggaran, dan menentukan tindakan perbaikan yang diharapkan dari Karyawan. Dalam hal peringatan tertulis, asli harus diberikan kepada Karyawan dengan salinan ditempatkan pada arsip kepegawaian Karyawan. Penerbitan peringatan lisan harus dicatat seperlunya pada arsip kepegawaian Karyawan. Surat peringatan berlaku untuk jangka waktu seperti diatur dalam Perjanjian Kerja. Jika Karyawan menerima tiga (3) surat peringatan, dan melakukan pelanggaran dalam jangka waktu berlakunya surat peringatan ke-3 dan terakhir, PERUSAHAAN dapat meminta ijin pemutusan dari otoritas yang terkait sesuai dengan peraturan perundang-undangan yang berlaku.
2. **Peringatan Terakhir:** Jika Karyawan melakukan pelanggaran sebagai berikut, PERUSAHAAN dapat segera memberikan kepada Karyawan surat peringatan ke-3:
  - a. Karyawan menempatkan dirinya, dengan sengaja atau lalai, dalam posisi atau situasi dimana membuat Karyawan tidak dapat melaksanakan tugas yang diberikan kepadanya dengan memuaskan;
  - b. Karyawan menolak melanjutkan suatu tugas, mengikuti instruksi atau mematuhi perintah yang diberikan oleh atasannya tiga (3) kali, baik berturut-turut atau tidak;
  - c. Karyawan melanggar no. 2, 8 atau 9 dari peraturan kerja yang ditetapkan di Bagian IV.D;
  - d. Kelalaian dalam merawat milik PERUSAHAAN.
  - e. Melakukan diskriminasi terhadap penerima program PERUSAHAAN sekarang ini atau yang direncanakan untuk alasan jenis kelamin, orientasi seks, ras, agama, latar belakang etnis, kepercayaan atau faktor lain yang tidak langsung berhubungan dengan tujuan atau maksud program-program yang ditetapkan PERUSAHAAN;

- f. Penggunaan praktek-praktek yang tidak adil atau diskriminatif dalam pengadaan kontrak luar atau jasa untuk PERUSAHAAN; dan
- g. Pelanggaran lainnya yang dapat langsung dikenakan penerbitan surat peringatan ke-3 seperti yang ditetapkan dalam Peraturan ini, Perjanjian Kerja Karyawan atau sesuai dengan peraturan perundang-undangan yang berlaku.

### C. TINDAKAN DISIPLINE

1. **Sanksi:** Dalam hal Karyawan melakukan pelanggaran atau kelalaian, PERUSAHAAN berhak untuk, sebagai tambahan atas penerbitan peringatan lisan atau tertulis, melaksanakan sanksi atau mengambil tindakan disipliner yang dianggap sesuai dengan kondisi, termasuk tetapi tidak terbatas pada:
  - a. Penurunan jabatan Karyawan ke posisi atau peringkat yang lebih rendah di PERUSAHAAN;
  - b. Penarikan fasilitas atau tunjangan di luar gaji, seperti rekening pengeluaran Karyawan, mobil, telepon genggam, atau tunjangan lainnya yang terkait;
  - c. Skorsing Karyawan; dan
  - d. Tindakan disipliner lainnya yang dianggap sesuai dengan keadaan oleh PERUSAHAAN.
2. **Skorsing:** Skorsing adalah ketika Karyawan diminta untuk menjauhi pekerjaan untuk jangka waktu tertentu, tanpa dibayar atau akumulasi tunjangan.
3. **Prosedur Skorsing:** Seorang atasan dapat menskorsing seorang Karyawan dengan segera atau meminta skorsing secara tertulis melalui CR yang akan menjadi efektif setelah disetujui. Dalam hal yang terakhir, atasan harus menulis surat kepada CR, dengan sebuah tembusan kepada Karyawan yang bersangkutan, dengan menyatakan alasan-alasan skorsing yang diusulkan. CR akan memutuskan apakah alasan-alasan yang dinyatakan layak bagi skorsing tersebut. CR akan memberitahukan Karyawan keputusannya secara tertulis, dengan salinan kepada atasan.
4. **Prosedur untuk Skorsing dengan Serta-Merta:** Seorang atasan yang telah menskorsing seorang Karyawan dengan serta-merta harus secepatnya menulis surat kepada Karyawan yang diskors dengan menyatakan alasan-alasan skorsingnya, dan menyampaikan sebuah tembusan surat skorsing tersebut kepada CR. Lamanya skorsing tersebut akan dinyatakan dalam surat skorsing. Apabila CR menentukan bahwa alasan-alasan skorsing serta-merta itu tidak sah, Karyawan dapat kembali bekerja tanpa kehilangan pembayaran upah untuk hari-hari ketika dia tidak bekerja. Jika kemudian dinyatakan oleh CR, bahwa atasan dibenarkan untuk mengambil tindakan tersebut, Karyawan akan menghadapi pemberhentian serta-merta tanpa mendapat pembayaran upah untuk hari-hari tidak bekerja atau kembali bekerja dengan peringatan terakhir tanpa pembayaran untuk hari-hari tidak bekerja. Keputusan CR bersifat final.
5. **Tidak Ada Gaji:** Karyawan tidak akan memperoleh gaji selama masa skorsing.
6. **Surat Skorsing:** Surat skorsing akan disimpan dalam arsip kepegawaian Karyawan.

### D. HAK UNTUK BANDING

Dalam hal seorang Karyawan telah dikenai tindakan disipliner (selain dari skorsing) atau menerima surat peringatan terakhir, Karyawan tersebut dapat mengajukan banding kepada atasan langsungnya dan CR untuk peninjauan atas tindakan disipliner atau peringatan tersebut. Banding harus diserahkan secara tertulis dalam waktu tidak lebih dari lima (5) hari kerja setelah tanggal berlaku tindakan disipliner atau peringatan terakhir diterima.

## XVI. PERPISAHAN

### A. PEMBERHENTIAN

1. **Pendanaan:** Hubungan kerja dalam PERUSAHAAN didasarkan pada ketersediaan dana yang disediakan untuk mengisi suatu peran khusus dalam program PERUSAHAAN. PERUSAHAAN memegang hak untuk memberhentikan Karyawan manapun dalam berkonsultasi dengan atasan langsung Karyawan tersebut karena keterbatasan anggaran atau program dalam PERUSAHAAN.
2. **Prosedur Pemberhentian:** Pemberhentian oleh PERUSAHAAN hanya dapat diusulkan setelah konsultasi dengan, dan persetujuan oleh, CR. Semua permintaan untuk pemberhentian ditandatangani oleh CR dengan asli disampaikan kepada Karyawan dan salinan disimpan di arsip kepegawaiannya. Permintaan pemberhentian harus termasuk: Alasan umum untuk tindakan tersebut dan/atau referensi atas kebijakan yang mendukung, tanggal pemberhentian yang direncanakan, dan semua tindakan yang disyaratkan harus dilakukan oleh Karyawan yang diberhentikan, dan jangka waktu untuk pembayaran terakhir dari jumlah yang tersisa yang masih harus dibayarkan.
3. **Pemberhentian tanpa Ijin Pemutusan:**
  - a. Jika Karyawan ingin mengundurkan diri dari PERUSAHAAN, Karyawan wajib menyampaikan



surat pengunduran diri paling lambat dua (2) minggu sebelum tanggal pengunduran diri untuk memudahkan PERUSAHAAN mendapatkan pengganti yang sesuai.

- b. Calon Karyawan yang ingin mengundurkan diri selama masa percobaan disyaratkan untuk menyampaikan pemberitahuan tertulis sedikitnya dua (2) minggu di muka.
  - c. Pemberhentian oleh PERUSAHAAN selama masa percobaan.
  - d. Karyawan mencapai usia pensiun.
  - e. Karyawan meninggal dunia.
  - f. Masa berlaku Perjanjian Kerja untuk Karyawan sementara telah lewat waktu atau pekerjaan yang ditentukan dalam Perjanjian Kerja telah selesai.
4. **Pemberhentian dengan Ijin Pemutusan:** Sebagai tambahan atas alasan-alasan yang dikemukakan dalam Peraturan ini dan Perjanjian Kerja Karyawan yang bersangkutan, PERUSAHAAN juga dapat menghentikan hubungan kerja dengan Karyawan tunduk pada penerbitan ijin pemutusan dari otoritas yang terkait dalam hal hilangnya kemampuan untuk bekerja untuk periode yang melebihi 12 (dua belas) bulan berturut-turut dari Karyawan sesuai dengan keterangan dokter.

#### **B. PEMBAYARAN PESANGON**

Semua pemutusan hubungan kerja dan pembayaran pesangon dan uang jasa harus dilakukan sesuai dengan peraturan perundang-undangan yang berlaku.

#### **C. MENINGGAL DUNIA**

Setiap Karyawan harus secara resmi memilih seorang ahli waris yang akan berhak untuk menerima tunjangan (termasuk pesangon, uang sebagai pengganti cuti tahunan yang terakumulasi) yang harus dibayar apabila Karyawan tersebut meninggal dunia.

#### **D. PENGEMBALIAN MILIK PERUSAHAAN**

Sebelum pembayaran terakhir atas sejumlah uang yang harus dibayar pada saat Karyawan yang bersangkutan meninggalkan PERUSAHAAN, Karyawan harus terlebih dahulu mengembalikan semua pemilikan yang dikeluarkan atas nama mereka, mengembalikan semua surat-surat atau dokumen-dokumen lain yang merupakan milik PERUSAHAAN kepada atasan mereka, mengosongkan fasilitas-fasilitas yang disediakan bagi mereka oleh PERUSAHAAN, dan membayar semua pinjaman yang belum diselesaikan.

### **XVII. KETENTUAN PENUTUP**

1. **Tambahan:** Syarat dan ketentuan lainnya yang tidak termasuk dalam Peraturan ini dapat ditambahkan ke dalam Peraturan ini kapan saja, tunduk pada persetujuan dari Depnaker.
2. **Pendistribusian:** Peraturan ini harus didistribusikan kepada semua Karyawan.
3. **Ketidakterlaksanaan:** Dalam hal salah satu ketentuan dalam Peraturan ini menjadi tidak berlaku, melanggar hukum atau tidak dapat dilaksanakan, ketentuan tersebut harus ditafsirkan supaya dapat menunjukkan maksud yang nyata dan jelas dari PERUSAHAAN sepanjang hal itu dimungkinkan oleh peraturan perundang-undangan yang berlaku.
4. **Bahasa:** Peraturan ini disiapkan dalam bahasa Inggris dan Indonesia. Dalam hal terjadi pertentangan antara dua (2) versi tersebut, versi bahasa Inggris akan dipakai untuk mengklarifikasi atau menjelaskan versi bahasa Indonesia.
5. **Masa Berlaku:** Peraturan ini berlaku sejak tanggal persetujuan dari Depnaker dan untuk jangka waktu dua (2) tahun.

# Annex 4: Example of an Indonesian Collective Labour Agreement (only in Bahasa Indonesia)

## MUKADIMAH

Puji syukur kehadiran Tuhan Yang Maha Esa sehingga setelah mengalami proses cukup panjang dari tahap perumusan perpanjangan hingga perundingan antara pihak Management PT.\_\_\_\_\_, dengan pihak Serikat Pekerja PT.\_\_\_\_\_, maka disusunlah perpanjangan Perjanjian Kerja Bersama (PKB) ini.

Perjanjian Kerja Bersama ( PKB ) ini dimaksudkan untuk dapat menciptakan hubungan industrialis yang harmonis yang berkeadilan antara kedua belah pihak guna meningkatkan produktifitas perusahaan. Perlu disadari bahwa seiring dengan berkembangnya perusahaan maka adalah wajar jika pihak Perusahaan dapat menyetujui kesepakatan dengan pihak Serikat Pekerja.

Perjanjian Kerja Bersama ( PKB ) ini hanya mencakup hal-hal yang bersifat umum saja, dan untuk hal hal yang lebih khusus perlu penjabaran yang lebih detail yang dapat diputuskan melalui bentuk suatu perundingan dengan tetap berlandaskan pada Perjanjian Kerja Bersama ( PKB ) ini.

Diharapkan dengan terjadinya perpanjangan PKB ini kedua belah pihak dapat menjunjung tinggi dan melaksanakannya secara konsekuen.

Penyusun.

## BAB I UMUM

### PASAL -1 PENGERTIAN ISTILAH-ISTILAH

Dalam Kesepakatan Bersama ini yang dimaksud dengan :

1. Perusahaan..  
lalah PT.\_\_\_\_\_, yang berbadan hukum dan berkedudukan di Jl.\_\_\_\_\_.
2. Pengusaha.  
lalah pemilik perusahaan dan atau orang yang diberi kuasa untuk mengelola jalannya perusahaan dan melakukan tindakan atas nama pemilik perusahaan.
3. Keluarga Pengusaha.  
lalah, istri/suami, anak kandung atau anak angkat yang sah dari Pengusaha.
4. Pekerja.  
lalah orang yang bekerja pada perusahaan dan menerima upah berdasarkan hubungan kerjanya. Menurut statusnya, pekerja dibedakan menjadi :
  - a. Pekerja Tetap : lalah pekerja yang bekerja di Perusahaan untuk jangka waktu tidak tertentu (maksimal 55 tahun).
  - b. Pekerja Waktu Tertentu : lalah pekerja yang bekerja di Perusahaan selama waktu tertentu dan untuk pekerjaan tertentu.
5. Serikat Pekerja.  
lalah suatu organisasi pekerja PT.\_\_\_\_\_, yang berada di lingkungan PT.\_\_\_\_\_.
6. Anggota Serikat Pekerja.  
lalah pekerja PT.\_\_\_\_\_, yang mendaftarkan diri untuk menjadi anggota.
7. Pengurus Serikat Pekerja.  
lalah karyawan yang dipilih oleh anggota Serikat Pekerja untuk menduduki jabatan dalam Serikat Pekerja PT.\_\_\_\_\_, sepengetahuan Pengusaha dan disahkan dihadapan Rapat Umum Anggota.

8. Keluarga Pekerja.  
ialah istri/suami, anak kandung dan atau anak angkat yang sah sampai usia 21 tahun, belum menikah dan belum bekerja sebagaimana terdaftar di departemen personalia perusahaan.
9. Ahli Waris.  
ialah keluarga atau orang yang ditunjuk untuk menerima setiap pembayaran / santunan bila pekerja meninggal dunia.  
Dalam hal tidak ada ahli warisnya, maka diatur menurut aturan yang berlaku.
10. Atasan  
ialah pekerja yang jabatannya dan atau pangkatnya lebih tinggi.
11. Atasan Langsung.  
ialah pekerja yang mempunyai jabatan lebih tinggi sesuai dengan struktur organisasi pada unit kerjanya.
12. Gaji Pokok.  
ialah balas jasa berupa uang yang diterima pekerja secara rutin dan tetap setiap bulan.
13. Upah Pokok.  
ialah pendapatan pekerja terdiri dari gaji pokok dan tunjangan tetap .
14. Upah.  
ialah pendapatan pekerja terdiri dari gaji pokok, tunjangan tetap dan tunjangan tidak tetap yang berhak diterimanya.
15. Pekerjaan.  
ialah kegiatan yang dilakukan oleh pekerja untuk pengusaha dalam suatu hubungan kerja dengan menerima upah.
16. Kerja lembur.  
ialah kerja yang dilakukan oleh pekerja untuk pengusaha dalam suatu hubungan kerja dengan menerima upah.
17. Masa Kerja.  
ialah kerja yang dilakukan oleh pekerja di perusahaan secara tidak terputus dan dihitung sejak tanggal diterima sebagai pekerja.
18. Masa Percobaan.  
ialah masa yang dijalani oleh pekerja maksimal 3 bulan, setelah itu diangkat menjadi pekerja tetap/ karyawan tetap.
19. Kecelakaan Kerja.  
ialah kecelakaan yang terjadi/timbul dalam atau akibat hubungan kerja.
20. Surat Peringatan.  
ialah surat resmi yang dikeluarkan oleh perusahaan (departemen personalia), karena adanya tindakan pelanggaran disiplin atau perbuatan melanggar PKB ini, yang bersifat mendidik bagi pekerja.
21. Mutasi  
Adalah hak dasar perusahaan yang tidak perlu dipermasalahkan dengan syarat tidak mengurangi hak pokok karyawan yang diterimanya dan dipertimbangkan pula kinerjanya selama ini .
22. Schorsing.  
ialah sanksi pemberhentian sementara terhadap pekerja dalam proses penyelesaian perselisihan yang terjadi.
23. Dispensasi.  
ialah ijin yang diberikan oleh pengusaha kepada pekerja untuk meninggalkan tugas tanpa mengurangi hak-haknya.
24. Lingkungan Perusahaan.  
ialah seluruh wilayah kerja dalam lingkungan perusahaan.

## **PASAL – 2**

### **PIHAK – PIHAK YANG MENGADAKAN PERJANJIAN**

Pihak-pihak yang mengadakan perjanjian kerja bersama ialah :

1. PT.\_\_\_\_\_, yang berkedudukan di Jl.\_\_\_\_\_, Kawasan \_\_\_\_\_, yaitu perusahaan yang bergerak di Bidang Industri Elektronika dari Plastik dan Metal, dengan Akte Notaris No.\_\_\_\_ tanggal \_\_\_\_\_ Notaris \_\_\_\_\_, yang selanjutnya disebut Pihak Pengusaha.
2. Serikat pekerja Interen Perusahaan PT.\_\_\_\_\_, disingkat SPIP, yang tercatat di Disnaker \_\_\_\_\_ dengan No.\_\_\_\_\_ tanggal \_\_\_\_\_ dan diperpanjang 2(dua) tahun ke depan dengan No.....

### **PASAL – 3 LUAS KESEPAKATAN**

1. Telah sama - sama dimengerti dan disepakati oleh pengusaha dan pihak Serikat Pekerja, bahwa PKB ini terbatas mengenai hal-hal yang bersifat umum saja seperti tertera dalam PKB ini.
2. Hal-hal yang bersifat teknis dan memerlukan penjabaran lebih lanjut, akan diatur dalam ketentuan tersendiri atas dasar kesepakatan bersama dengan berlandaskan PKB ini.
3. Ketentuan-ketentuan yang diatur dalam peraturan perundangan ketenagakerjaan tetap berlaku dan secara langsung menjadi bagian yang tidak terpisahkan dari PKB ini.

### **PASAL – 4 KEWAJIBAN PIHAK – PIHAK**

1. Pihak Pengusaha dan Pihak Serikat Pekerja berkewajiban mentaati, mematuhi dan melaksanakan sepenuhnya semua kewajiban yang telah disepakati bersama dalam PKB ini.
2. Pihak Pengusaha dan Pihak Serikat Pekerja berkewajiban untuk menyebarluaskan serta memberikan penjelasan kepada pekerja baik isi, makna, penafsiran, maupun pengertian yang tertera dalam PKB ini agar dimengerti dan dipatuhi.
3. Disamping itu, kedua belah pihak jika diperlukan akan memberikan penjelasan kepada pihak lain yang berkepentingan mengenai PKB ini.

### **PASAL – 5 PENGAKUAN HAK**

1. Pengusaha mengakui bahwa Serikat Pekerja PT. \_\_\_\_\_ sebagai badan atau organisasi yang sah dan mewakili pekerja pada Pengusaha sesuai dengan fungsi, peranan dan tugas Serikat Pekerja.
2. Serikat Pekerja mengakui bahwa yang mengatur para pekerja dalam menjalankan perusahaan adalah fungsi dan tanggung jawab Pengusaha yang dilaksanakan sesuai dengan peraturan yang berlaku.
3. Kedua belah pihak saling menghormati dan tidak mencampuri urusan intern masing-masing pihak.

### **PASAL – 6 HUBUNGAN PENGUSAHA DENGAN SERIKAT PEKERJA**

1. Pengusaha dan Serikat Pekerja sepakat untuk bekerja sama dalam menciptakan ketenangan kerja dan ketenangan usaha serta hubungan industrial yang harmonis.
2. Untuk lembaga kerjasama Bipartit disepakati untuk membicarakan hal-hal yang menyangkut hubungan ketenagakerjaan, dan akan melakukan pertemuan sekurangngnya satu kali dalam sebulan.

### **PASAL – 7 JAMINAN BAGI SERIKAT PEKERJA**

1. Pengusaha tidak akan melakukan tindakan-tindakan yang merugikan pekerja yang disebabkan oleh dan atau kaitannya dengan Serikat Pekerja, baik sebagai pengurus maupun sebagai anggota.
2. Atas permintaan Serikat Pekerja, Pengusaha berkewajiban memberikan keterangan yang diperlukan yang menyangkut ketenagakerjaan seperti: penilaian, absensi, lembur, status di perusahaan, pengupahan, hari dan jam kerja, Jaminan social dan hal lain yang diperlukan.
3. Pengusaha akan menyelesaikan masalah yang timbul akibat hubungan kerja dengan Serikat Pekerja dengan azas musyawarah untuk mufakat.
4. Pengusaha menyadari bahwa tindakan penutupan perusahaan (lock-out), adalah tidak sesuai dengan semangat hubungan industrial, oleh karena itu akan dihindarkan, kecuali dalam keadaan mendesak yang tidak dapat dihindarkan.

**PASAL – 8**  
**JAMINAN BAGI PENGUSAHA**

1. Serikat Pekerja dan Pengusaha bekerja sama dalam menegakkan tata tertib dan disiplin kerja serta peningkatan efisiensi serta produktifitas kerja.
2. Serikat Pekerja menyadari bahwa tindakan mogok adalah tindakan yang tidak sesuai dengan semangat hubungan industrial, oleh karena itu akan dihindarkan dan semaksimal mungkin masalah yang timbul akan diselesaikan dengan cara perundingan . Jika memang harus terjadi pemogokan dengan alasan yang dibenarkan maka , mogok akan dilakukan dengan mengikuti prosedur yang benar .

**BAB II**  
**FASILITAS DAN BANTUAN BAGI SERIKAT PEKERJA**

**PASAL – 9**  
**FASILITAS DAN BANTUAN**

1. Serikat Pekerja diperbolehkan menggunakan papan-papan pengumuman yang disediakan oleh pengusaha sepanjang isi pengumuman telah disepakati oleh Pengusaha dan Serikat Pekerja.
2. Pengusaha mengijinkan Serikat Pekerja untuk mengadakan rapat/ pertemuan dan pendidikan di Perusahaan.
3. Pengusaha memberikan bantuan untuk kegiatan Serikat Pekerja didalam maupun diluar perusahaan sepanjang tidak bertentangan dengan peraturan yang berlaku.

**PASAL – 10**  
**IURAN SERIKAT PEKERJA**

Pengusaha bersedia untuk melaksanakan pemotongan iuran anggota Serikat Pekerja melalui upah yang bersangkutan, berdasarkan surat kuasa dari masing-masing pekerja.

**BAB III**  
**HUBUNGAN KERJA**

**PASAL – 11**  
**PENERIMAAN PEKERJA BARU**

Dalam pengembangan perusahaan dan penambahan pekerja adalah wewenang pengusaha dan dilaksanakan sesuai dengan peraturan yang berlaku.

**PASAL – 12**  
**PERSYARATAN MENJADI PEKERJA**

1. Warga Negara Indonesia yang berusia 18 tahun keatas.
2. Mengajukan permohonan tertulis dan dilampiri dengan persyaratan lainnya yang ditentukan oleh pihak Pengusaha.
3. Lulus test yang diadakan oleh pihak Pengusaha.
4. Dinyatakan sehat untuk bekerja oleh Dokter.
5. Telah mengikuti masa percobaan dan dinyatakan lulus, serta diberikan surat Keputusan Pengangkatan oleh Pihak Pengusaha.
6. Ketentuan masa percobaan diatur sebagai berikut :
  - Masa kerja paling lama 3 bulan pertama dalam hubungan kerja dianggap masa percobaan.
  - Pekerja masa percobaan mempunyai kewajiban yang sama dengan pekerja tetap.
  - Hubungan kerja dalam masa percobaan dapat diputuskan setiap saat oleh kedua belah pihak tanpa pemberitahuan terlebih dahulu dan tanpa kewajiban apapun dari pihak Pengusaha.
  - Pekerja yang masih mengikuti masa percobaan sewaktu-waktu dapat diangkat menjadi pekerja tetap oleh pihak Pengusaha.
  - Masa percobaan ini tidak dihitung sebagai masa kerja, apabila pekerja yang bersangkutan diangkat menjadi pekerja tetap atau kontrak.

7. Dalam penerimaan pekerja baru, Pengusaha akan memberikan prioritas kepada keluarga pekerja atau orang yang pernah bekerja di PT. \_\_\_\_\_.
8. Melampirkan Kartu Kuning (AK-1).

**PASAL 13**  
**TENAGA KERJA ASING**

1. Dalam mempekerjakan tenaga kerja asing, Pengusaha mematuhi ketentuan dan penempatannya sesuai dengan ketentuan yang berlaku.
2. Tenaga kerja asing yang dipekerjakan harus memahami dan menghormati adat istiadat bangsa Indonesia.
3. Pengusaha akan memberikan informasi tentang tenaga kerja asing kepada Serikat Pekerja.
4. Sesuai dengan program alih technology, maka tenaga kerja asing wajib mengalihkan keahlian dan pengetahuannya kepada pekerja Indonesia.

**BAB IV**  
**HARI KERJA DAN JAM KERJA**

**PASAL – 14**  
**HARI DAN JAM KERJA**

1. Hari Kerja adalah hari Senin sampai dengan hari Sabtu atau 5 hari dalam seminggu.
2. Jumlah jam kerja 8 jam sehari dan 40 jam seminggu untuk kerja siang, dan 8 jam sehari dan 40 jam seminggu untuk kerja malam dengan pengaturan sebagai berikut:
  - a. Jam Kerja Biasa
 

Senin s/d Kamis	: 07:30 – 16:30 WIB
Break Time- 1	: 09:30 – 09:40 WIB
Istirahat	: 11:40 – 12:20 WIB
Break Time- 2	: 14:20 – 14:30 WIB
Jumat	: 07:30 – 17:00 WIB
Break Time-1	: 09:30 – 09:40 WIB
Istirahat	: 11:40 – 12:50 WIB
Break Time-2	: 16:00 – 16:10 WIB
  - b. Jam Kerja Shieft Produksi.
 

Shieft 1	: 07:30 - 16:30 WIB (termasuk 1 jam istirahat)
Shieft II	: 19:30 - 04:30 WIB (termasuk 1 jam istirahat)
Long Shieft	
Shieft I	: 07:30 – 19:30 WIB (termasuk 3 jam over time)
Shieft II	: 19:30 – 07:30 WIB (termasuk 3 jam over time)
  - c. Jam Kerja Shieft Keamanan :
 

Shieft I	: 07:00 – 15:00 WIB
Shieft II	: 15:00 – 23:00 WIB
Shieft III	: 23:00 – 07:00 WIB
  - d. Jam Kerja Kantor (Staff) : 07:30 – 17:30 WIB (termasuk 1 jam istirahat).
    - e. Istirahat mingguan bagi keamanan yang bekerja dengan shieft sesuai dengan jam kerja beregu, dimana jatuh harinya tidak sama dengan bagian produksi dan bagian lainnya.
3. Ketentuan hari dan jam kerja dalam pasal ini dapat dirubah berdasarkan kesepakatan antara Pengusaha dengan Serikat Pekerja serta pelaksanaannya dilakukan dengan menetapkan kalender kerja setiap tahunnya.
4. Hari-hari libur resmi disesuaikan dengan ketentuan pemerintah, sedang hari libur lainnya ditentukan oleh Pengusaha.
5. Hari-hari libur resmi merupakan hari tidak bekerja bagi seluruh pekerja.

**PASAL – 15**  
**KERJA LEMBUR**

1. Kerja lembur adalah kerja yang dilakukan oleh pekerja yang melebihi jam/hari kerja.
2. Tingkat pekerja yang berhak memperoleh upah lembur diatur dalam Surat Keputusan pihak Pengusaha setelah mempertimbangkan saran-saran dari Serikat Pekerja.
3. Kerja Lembur hanya dilakukan apabila :

- a. Terdapat pekerjaan yang membahayakan keselamatan perusahaan jika tidak cepat diselesaikan.
- b. Dalam penyelesaian pekerjaan yang sangat penting bagi perusahaan dan tetap memperhatikan saran – saran Serikat Pekerja.
4. Kerja lembur hanya dilakukan atas perintah atasan langsung dimana pekerja berada.
5. Tanpa seijin dan perintah dari atasan langsung, kerja lembur tidak dibayar.

**PASAL – 16  
KERJA SHIEFT**

1. Pada prinsipnya wanita tidak diperbolehkan bekerja pada malam hari, kecuali dalam keadaan mendesak dan harus sesuai dengan ketentuan yang berlaku.
2. Pengusaha dapat mempekerjakan wanita pada malam hari apabila dimintakan ijin dari pemerintah berupa surat ijin kerja malam wanita.

**PASAL 17  
PERJALANAN DINAS**

1. Ketentuan mengenai perjalanan dinas bagi pekerja yang melakukan perjalanan dinas baik didalam/keluar kota, dan diluar negeri, ditetapkan dengan surat keputusan tersendiri yang dibuat oleh pihak Pengusaha.
2. Bagi pekerja yang akan melakukan perjalanan dinas akan diberikan penjelasan apa yang menjadi hak dan kewajibannya.
3. Bagi pekerja yang melakukan perjalanan dinas dengan jarak tempuh 400 km Atau lebih maka kepada pekerja yang bersangkutan diberikan tunjangan berupa :
  - a. Tunjangan makan sebesar Rp 25.000
  - b. Tunjangan penginapan sebesar Rp 120.000 .
4. Jika lebih dari 1 ( satu ) hari maka besarnya tunjangan tersebut diatas akan dikalikan selama hari perjalanan dinasnya.

**BAB V  
PEMBEBASAN DARI KEWAJIBAN BEKERJA**

**PASAL – 18  
IZIN TIDAK BEKERJA**

1. Pengusaha mengijinkan pekerja untuk tidak bekerja tanpa mengurangi hak-haknya karena hal-hal sebagai berikut :
  - a. Sakit karena kecelakaan kerja.
  - b. Sakit dengan keterangan dokter.
  - c. Cuti khusus diberikan karena hal-hal sebagai berikut :

KEPERLUAN	JLH.HARI CUTI KHUSUS
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* Keluarga pekerja meninggal dunia :	
- Istri/suami/anak	3 hari kerja
- Bapak/ibu mertua/saudara kandung/menantu.	2 hari kerja
- Kakek/nenek/orang serumah	1 hari kerja
* Melaksanakan perkawinan sendiri :	
- Jabotabek	3 hari kerja
- Luar Jabotabek dalam P.Jawa	3 hari kerja
- Luar Pulau Jawa	4 hari kerja
* Mengawinkan anak kandung/anak angkat sah	2 hari kerja
* Mengkhitankan anak kandung/anak angkat sah	2 hari kerja
* Istri pekerja melahirkan / gugur kandungan	2 hari kerja
* Mengikuti tugas pemerintah atau dipanggil sebagai saksi di pengadilan	selama waktu yg diperlukan
* Membabtiskan anak kandung/anak angkat sah	1 hari kerja
* Keluarga sakit keras	1 hari kerja

- d. Mengalami musibah bencana alam, diberikan izin 2 hari kerja (jika melebihi akan dipertimbangkan oleh pihak pengusaha).
  - e. Melaksanakan hak pilih sebagai warganegara dalam pemilu dan sebagai anggota panitia pemilihan diberikan izin sesuai keperluan dengan tidak melebihi ketentuan yang ada.
  - f. Melaksanakan hak cuti.
  - g. Menunaikan ibadah haji bagi yang beragama Islam dan ziarah ke tempat suci bagi agama lain, selama waktu diperlukan.
2. Disamping izin yang dimaksud pada ayat 1, pasal ini pihak pengusaha dapat memberikan izin yang dapat mempengaruhi tunjangan tidak tetap.
    - a. Bagi pekerja yang mengikuti ujian sekolah diberikan izin tidak bekerja sesuai dengan waktu yang diperlukan dengan memperlihatkan bukti yang sah.
    - b. Yang dimaksud ujian sebagaimana dimaksud dalam ayat 3a diatas, khusus mengikuti ujian Negara.
    - c. Untuk ujian kenaikan tingkat dan kursus, diizinkan mengambil cuti tahunan.
  3. Apabila untuk peristiwa kematian diperlukan hari tambahan, pekerja dapat mengajukan permintaan kepada atasannya untuk mengambil cuti tahunan.

### PASAL – 19 C U T I / MUTASI

#### CUTI :

1. Cuti Tahunan
  - a. Cuti tahunan diberikan 12 hari kerja setelah pekerja bekerja 12 bulan berturut turut, dengan mengajukan permohonan terlebih dahulu minimal 1 (satu) minggu sebelum hari cutinya.
  - b. Cuti tahunan dapat digunakan pada awal tahun berikutnya setelah tahun berjalan, kecuali untuk kepentingan yang tidak dapat ditangguhkan, dengan seizing pihak Pengusaha.
  - c. Hak cuti tahunan pekerja tidak dapat ditimbun, kecuali untuk perjalanan antar pulau atau keluar negeri dengan seizin pihak Perusahaan.
2. Cuti Hamil
  - a. Cuti hamil diberikan selama 3 bulan, yaitu satu setengah bulan sebelum melahirkan dan satu setengah bulan sesudah melahirkan.
  - b. Cuti hamil boleh diambil setelah dokter/bidan ybs. memperkirakan waktu kelahiran bayinya.
  - c. Cuti hamil diberikan maksimal 60 hari dengan surat keterangan dokter/bidan bagi yang mengalami keguguran.
3. Cuti Haid  
 Pekerja wanita tidak diwajibkan bekerja pada hari pertama dan hari kedua waktu haid, namun disarankan masuk dengan mendapatkan tunjangan haid.
4. Pekerja wanita yang mengalami keguguran kandungan berhak memperoleh istirahat satu setengah bulan.

#### MUTASI :

1. Mutasi
  - a. Mutasi diberikan kepada karyawan karena adanya promosi jabatan atau sesuai dengan skill seseorang baik dari produksi ke office maupun sebaliknya dari office ke produksi tanpa mengurangi hak – hak karyawan yang sudah diterima.
  - b. Mutasi diberikan kepada karyawan karena adanya kesalahan yang dilakukan oleh karyawan atau karena ketidak mampuan karyawan menjalankan tugasnya akibatnya dimutasi ke tempat lain yang lebih rendah dari jabatan sebelumnya tanpa mengurangi hak-hak yang telah diterima dengan istilah Demosi. Dengan tetap mempertimbangkan rasa kemanusiaan dan etika yang ada .
  - c. Mutasi dengan promosi jabatan atau menempatkan karyawan pada posisi atau Skill yang dimiliki seorang karyawan maupun demosi dilakukan dikarenakan karyawan tidak sanggup untuk menjalankan tugasnya yang diberikan kepadanya, mutasi adalah hak dasar perusahaan tanpa campur tangan pihak karyawan, serikat pekerja maupun pihak lain.



**PASAL – 20**  
**SAKIT BERKEPANJANGAN**

1. Pekerja yang dirawat / istirahat karena sakit berkepanjangan upahnya dibayar sebagai berikut :
  - 4 bulan pertama : 100% X Upah, setiap bulan.
  - 4 bulan kedua : 80% X Upah, setiap bulan
  - 4 bulan ketiga : 60 % X Upah, setiap bulan.
  - Untuk bulan selanjutnya 25% X upah sebelum PHK dilakukan.
2. Setelah 12 bulan tersebut dengan surat keterangan dokter, pekerja yang bersangkutan masih tidak mampu untuk bekerja lagi maka hubungan kerjanya dapat diputuskan dengan diberikan uang pesangon 2 kali ketentuan pasal 156 ayat 2, uang penghargaan masa kerja 1 kali ketentuan pasal 156 ayat 3, dan 1 kali ketentuan pasal 156 ayat 4 Undnag – Undang No.13 Tahun 2003.

**PASAL – 21**  
**PENAHANAN PEKERJA OLEH PIHAK YANG BERWAJIB**

1. Apabila pekerja ditahan oleh pihak yang berwajib, maka yang bersangkutan dapat diberhentikan sementara sampai ada keputusan lebih lanjut.
2. Dalam hal pekerja di tahan oleh pihak yang berwajib sebagaimana dimaksud pada ayat 1, Pengusaha tidak membayar upah kepada pekerja tetapi memberikan bantuan kepada keluarganya yang menjadi tanggungannya dengan ketentuan sebagai berikut:
  - a. Untuk 1 orang tanggungan : 60% dari Upah.
  - b. Untuk 2 orang tanggungan : 70% dari Upah
  - c. Untuk 3 orang tanggungan : 80% dari Upah
  - d. Untuk 4 orang tanggungan atau lebih : 90% dari Upah.
3. Bantuan sebagaimana dimaksud dalam ayat 2 diberikan untuk jangka waktu 6 bulan terhitung sejak pekerja ditahan pihak yang berwajib.
4. Apabila pekerja yang bersangkutan dibebaskan dari tuduhan, maka Pengusaha wajib merehabilitir nama baik pekerja tersebut termasuk membayarkan hak - haknya yang tertunda .
5. Apabila pekerja tersebut ternyata bersalah dan menjalani hukuman, maka hubungan kerjanya dapat diputus sesuai peraturan yang berlaku.

**BAB VI**  
**PENGUPAHAN**

**PASAL – 22**  
**PENGGERTIAN UPAH**

1. Upah adalah pendapatan pekerja yang terdiri dari gaji pokok, tunjangan tetap dan tunjangan tidak tetap yang berhak diterima.
2. Pengusaha membayar upah pekerja pada tanggal 10 setiap bulan, apabila tanggal tersebut jatuh pada hari libur, maka dibayarkan pada hari kerja sebelumnya.
3. Periode perhitungan upah adalah dari tanggal 01 sampai dengan akhir bulan pada bulan berjalan sesuai kalender.

**PASAL – 23**  
**TUNJANGAN**

Disamping gaji pokok, perusahaan memberikan tunjangan – tunjangan sebagai berikut :

- a. Tunjangan Tetap :
  - Jabatan
- b. Tunjangan tidak tetap :
  - Kehadiran
  - Lingkungan Kerja
  - Tunjangan Shift

### **PASAL – 24 KENAIKAN UPAH**

1. Pengusaha memberikan kenaikan umum terhadap upah pekerja setiap awal tahun yaitu pada bulan Januari, dengan dasar sebagai berikut :
  - a. Indek harga konsumen.
  - b. Prestasi kerja ( penilaian ).
  - c. Masa kerja
  - d. Kemampuan perusahaan.
 Besarnya kenaikan upah dimusyawarakan dan ditetapkan antara Pengusaha dengan Serikat Pekerja.
2. Kenaikan upah karena peyesuaian upah minimum secara otomatis diberikan kepada pekerja apabila terjadi kebijaksanaan baru dari pemerintah.
3. Kenaikan upah pekerja berupa kenaikan gaji pokok dan kenaikan tunjangan tunjangannya.

### **PASAL – 25 PERHITUNGAN UPAH KERJA LEMBUR**

1. Pekerja yang diminta bekerja lebih dari ketentuan jam/hari kerja diperhitungkan dengan upah lembur.
2. Perhitungan upah kerja lembur adalah sebagai berikut :
  - a. Upah lembur pada hari kerja biasa ;
    - Jam pertama : 1,5 X Upah/173
    - Jam kedua,dst : 2,0 X Upah/173
  - b. Upah lembur pada hari libur :
    - Tujuh jam pertama : 2,0 X upah/173
    - Jam kedelapan : 3,0 X Upah/173
    - Jam kesembilan : 4,0 X Upah/173
  - c. Upah lembur pada hari-hari yang diliburkan perusahaan, perhitungannya sama dengan perhitungan upah lembur pada hari libur.
3. Yang dimaksud hari-hari yang diliburkan sesuai dengan pasal ini, ialah hari-hari libur pada kalender kerja yang ditetapkan bersama antara Pengusaha dan Serikat Pekerja.
4. Untuk perhitungan upah kerja lembur diperhitungkan komponen-komponen sebagai berikut :
  - Gaji Pokok
  - Tunjangan Jabatan.

### **PASAL – 26 UPAH BAGI PEKERJA BARU SELAMA MASA PERCOBAAN**

Selama masa percobaan, upah bagi pekerja adalah gaji pokok dan tunjangan-tunjangan yang berhak diterimanya. Tidak kurang dari upah minimum yang ditetapkan oleh pemerintah.

### **PASAL – 27 UPAH SELAMA CUTI**

Pengusaha memberikan upah penuh (gaji pokok, tunjangan jabatan dan premi kehadiran) kepada pekerja yang mengambil hak cutinya.

### **PASAL – 28 TUNJANGAN KEHADIRAN**

1. Tunjangan kehadiran diberikan dalam rangka memberikan motivasi terhadap kehadiran pekerja.
2. Besarnya tunjangan kehadiran ditentukan dalam surat keputusan pihak Pengusaha setelah di musyawarakan dengan Serikat Pekerja sebesar Rp 40,000,- setiap bulan untuk operator sedangkan golongan management diatur tersendiri.
3. Tunjangan kehadiran akan dibayarkan penuh kepada pekerja yang tidak pernah absen dalam satu periode perhitungan upah, dan akan dipotong dengan ketentuan sebagai berikut ;
  - a. Tunjangan kehadiran akan dipotong 50% jika pekerja absen 1 hari.
  - b. Tunjangan kehadiran tidak diberikan jika pekerja absen 2 hari atau lebih.

**PASAL – 29**  
**TUNJANGAN TRANSPORTASI**

1. Pengusaha menyediakan transportasi antar jemput pekerja dari jalan utama sampai lokasi perusahaan.
2. Pengusaha tidak berhak lagi memberikan uang transportasi kepada karyawan apabila pihak perusahaan sudah menyediakan bis jemputan.

**PASAL – 30**  
**TUNJANGAN SHIEFT**

Kepada pekerja yang bekerja pada shieft II dan Shieft III diberikan tunjangan shieft, besarnya tunjangan shieft sebesar Rp 40,000,- setiap bulan dengan ketentuan :

1. Apabila pekerja hadir tanpa absen maka tunjangan shieft akan diberikan secara penuh.
2. Apabila pekerja absen maka pemotongan tunjangan shieft akan dilakukan sebesar Rp 3,000,- per hari absen.

**PASAL – 31**  
**TUNJANGAN LINGKUNGAN KERJA**

1. Tunjangan lingkungan kerja diberikan kepada pekerja yang melakukan pekerjaan pada lokasi kerja tertentu dengan mempertimbangkan sifat dan lingkungannya.
2. Besarnya tunjangan lingkungan kerja adalah sebagai berikut :
  - a. Tunjangan berdiri sebesar Rp 20,000,-
  - b. Tunjangan Soldering Rp 30,000,-
  - c. Tunjangan Crashing Rp 30,000,-

**PASAL – 32**  
**TUNJANGAN JABATAN**

Tunjangan jabatan diberikan kepada pekerja yang memangku jabatan, besarnya tunjangan jabatan ditentukan dalam Surat Keputusan pihak Pengusaha dengan mempertimbangkan saran-saran dari Serikat Pekerja.

**PASAL – 33**  
**TUNJANGAN HARI RAYA**

1. Pengusaha memberikan tunjangan hr. raya sekurang-kurangnya satu kali upah pokok ditambah tunjangan jabatan sebulan kepada pekerja yang merayakan hari raya agamanya, bagi pekerja yang masa kerjanya satu tahun atau lebih.
2. Tunjangan hari raya dibayarkan 20 hari sebelum hari raya atau karena suatu hal dapat dimajukan atau dimundurkan (tidak melewati 10 hari sebelum hari raya jatuh tempo).
3. Tunjangan hari raya dibayarkan kepada pekerja yang masih bekerja sampai dengan 30 hari sebelum hari raya keagamaan.
4. Bagi pekerja yang bermasa kerja kurang dari 1 tahun akan dibayarkan sesuai dengan masa kerjanya.

**PASAL – 34**  
**B O N U S**

1. Bonus adalah sebagian keuntungan perusahaan yang dibagikan kepada pekerja.
2. Pengusaha memberikan bonus kepada pekerja pada setiap akhir tahun, yang besarnya dimusyawarahkan antara pengusaha dengan Serikat Pekerja.
3. Bonus hanya dibayarkan kepada pekerja tetap yang sudah bekerja lebih dari 1 tahun.

**BAB VII  
KESELAMATAN DAN KESEHATAN KERJA**

**PASAL – 35  
KESELAMATAN KERJA**

1. Perusahaan menyediakan alat-alat keselamatan kerja dan menetapkan syarat-syarat keselamatan serta perlindungan dan kesehatan kerja.
2. Pekerja yang menggunakan alat keselamatan kerja akan mendapat penggantian apabila alat-alat tersebut rusak/perlu diganti.
3. Pekerja berkewajiban menggunakan dan memelihara alat-alat keselamatan kerja serta melaksanakan syarat-syarat keselamatan dan perlindungan kerja.
4. Apabila pekerja bersangkutan tidak menggunakan dan memelihara alat keselamatan kerja yang diberikan / disediakan, kepadanya dapat dikenakan sanksi.

**PASAL – 36  
PEMERIKSAAN DAN PEMELIHARAAN KESEHATAN**

1. Pengusaha memberikan bantuan pemeriksaan, pemeliharaan kesehatan bagi pekerjanya.
2. Bagi pekerja yang sakit dapat berobat pada klinik pengobatan yang sudah ditunjuk oleh perusahaan dengan mendapatkan rekomendasi dari personalia.
3. Bagi para pekerja tetap selain mendapatkan bantuan sebagaimana tertera pada ayat 2 diatas, juga mendapatkan santunan dari dana Jaminan Kesehatan.
4. Dalam hal-hal tertentu pihak Pengusaha dapat mewajibkan pekerja untuk memeriksa kan kesehatannya.
5. Pekerja yang menolak pemeriksaan kesehatan dimaksud pada pasal ini dapat dikenakan peringatan tertulis.
6. Apabila hasil pemeriksaan hasil pekerja terdapat kelainan penyakit yang memerlukan perawatan pengobatan lebih lanjut,maka dilaksanakan sesuai ketentuan yang berlaku.

**BAB VIII  
JAMINAN SOSIAL DAN KESEJAHTERAAN  
TENAGA KERJA**

**PASAL – 37  
JAMINAN SOSIAL TENAGA KERJA**

1. Setiap pekerja wajib didaftarkan menjadi peserta jaminan sosial tenaga kerja oleh Pengusaha.
2. Jaminan sosial tenaga kerja meliputi :
  - a. Jaminan Kecelakaan Kerja (JKK).
  - b. Jaminan Kematian (JK).
  - c. Jaminan Hari Tua (JHT).
3. Besarnya iuran jaminan sosial tenaga kerja (dalam %) adalah sebagai berikut :

Program	Pengusaha	Pekerja
a. Jaminan Kecelakaan Kerja	0,89	-
b. Jaminan Kematian	0,30	-
c. Jaminan Hari Tua	3,70	2,0

4. Pelaksanaan Jaminan Sosial Tenaga Kerja sesuai dengan UU No.3 tahun 1992 tentang Jaminan Sosial Tenaga Kerja serta peraturan pelaksanaannya.
5. Pengusaha menginformasikan data saldo Jaminan Hari Tua kepada setiap pekerja setiap tahunnya.

**PASAL – 38**  
**JAMINAN PEMELIHARAAN KESEHATAN**

1. Pengusaha menjamin pemeliharaan kesehatan pekerja dan keluarganya sebagaimana terdaftar di bagian personalia perusahaan.
  - a. Yang dimaksud pekerja dalam jaminan pemeliharaan kesehatan ini adalah pekerja yang terdaftar di bagian personalia perusahaan.
  - b. Yang dimaksud istri adalah seorang istri yang sah dari seorang pekerja.
  - c. Yang dimaksud anak adalah anak kandung / anak angkat sah sampai berusia 21 tahun belum menikah, belum bekerja dan maksimum 3 orang anak.
2. Jaminan Pemeliharaan Kesehatan dimaksud pada pasal ini meliputi :
  - a. Rawat jalan tingkat pertama.
  - b. Rawat jalan tingkat lanjutan.
  - c. Rawat inap.
  - d. Pemeriksaan kehamilan dan bantuan persalinan.
3. Sarana pemeliharaan kesehatan sebagaimana dimaksud ayat 3 pasal ini, ialah :
  - a. Poliklinik dan dokter Perusahaan.
  - b. Dokter rujukan
  - c. Rumah sakit rujukan.
4. Pekerja yang akan berobat ke poliklinik perusahaan pada jam kerja harus seizin Departemen Personalia.
5. Pekerja diijinkan melakukan pemeriksaan dan pengobatan pada dokter klinik PT.\_\_\_\_\_.
6. Pekerja tidak dibenarkan berobat keluar negeri terkecuali mendapat mendapat kecelakaan, sakit pada waktu menjalankan tugas dan atau seizin pihak Pengusaha.
7. Pekerja diberikan kartu berobat sebagai tanda pengenal yang harus dibawa dan ditunjukkan pada saat berobat di Klinik PT.\_\_\_\_\_.

**PASAL – 39**  
**BANTUAN DANA KESEHATAN**

Keterangan	<u>STATUS PEKERJA</u>	<u>KET.PERSENTASI</u>
	LAJANG	3% GP Pekerja
	BERKELUARGA	6% GP

1. Dana tersebut diatas sepenuhnya ditanggung oleh pihak pengusaha.
2. Dana kesehatan tersebut akan diberikan kepada karyawan dengan Menggunakan fasilitas JPK (Jaminan Pemeliharaan Kesehatan ) yang ditanggung sepenuhnya oleh pihak pengelola JPK yaitu Jamsostek
3. Klausul – klusul yang dijamin oleh JPK yang dikelola oleh Jamsostek akan dijelaskan tersendiri.

**PASAL – 40**  
**PENGobatan YANG TIDAK MENDAPATKAN PENGGANTIAN**

- Biaya pemeriksaan, pengobatan dan perawatan yang merupakan pengecualian antara lain:
- a. Penyakit akibat kecanduan obat-obat terlarang, minuman keras dan atau sejenisnya.
  - b. Penyakit kelamin (Syphilis, GO dan AIDS).
  - c. Semua perawatan obat-obatan kosmetik untuk kecantikan / ketampanan dan bukan indikasi medis.
  - d. Semua obat/vitamin yang tidak ada kaitannya dengan penyakit yang diderita.

**PASAL – 41**  
**PENSIUN**

1. Pekerja yang mencapai usia 55 tahun diputuskan hubungan kerjanya dengan hak pensiun.
2. Bagi pekerja yang oleh karena kondisi fisik atau mental tidak memungkinkan melaksanakan tugas, maka Pengusaha dapat memutuskan hubungan kerjanya dengan hak pensiun muda.

### **PASAL – 42 DANA PENSIUN**

Pengusaha tetap berkewajiban memberikan uang pensiun kepada karyawan yang telah berusia 55 tahun dengan hak pensiun sesuai UU No.13 Tahun 2003 pasal 167 ayat 5, bahwa dalam hal pengusaha tidak mengikutsertakan pekerja / buruh yang mengalami pemutusan hubungan kerja karena usia pensiun maka pengusaha wajib memberikan uang pesangon / pensiun sebesar :

- a. 2 (dua) kali ketentuan pasal 156 ayat (2).
- b. 1 (satu) kali ketentuan pasal 156 ayat (3)
- c. Uang penggantian hak sesuai ketentuan pasal 156 ayat (4).

### **PASAL - 43 PEMBINAAN ROHANI**

Dalam rangka pembinaan rohani bagi pekerja, maka Pengusaha memberikan bantuan sebagai berikut :

- a. Perusahaan memberikan kesempatan dan menyediakan fasilitas peribadatan bagi pekerja dilingkungan perusahaan.
- b. Memberikan bantuan kegiatan keagamaan yang diadakan oleh pekerja di lingkungan perusahaan.
- c. Dalam menjalankan kewajibannya sebagai umat beragama, Pengusaha memberikan kesempatan beribadah sesuai dengan keyakinannya masing-masing.

### **PASAL – 44 REKREASI DAN OLAHRAGA**

1. Pengusaha memberikan kesempatan rekreasi bagi pekerja dan keluarganya ( 1 orang istri/suami dan maksimum 3 orang anak) dengan biaya ditanggung perusahaan.
2. Teknis pelaksanaan rekreasi dimusyawarahkan antara Pengusaha dan Serikat Pekerja

### **PASAL – 45 SUMBANGAN**

Pengusaha memberikan sumbangan pernikahan kepada pekerja yang menikah (status karyawan tetap) dengan ketentuan sebagai berikut :

1. Pekerja menyampaikan bukti yang sah kepada pihak Pengusaha.
2. Besarnya sumbangan pernikahan adalah :
  - a. Operator sebesar Rp 200,000,-
  - b. Staff/Management sebesar Rp 300,000,-

### **PASAL – 46 SANTUNAN**

1. Pekerja yang meninggal dunia kepada ahli warisnya diberikan santunan kematian sebesar : 2 X PMTK bagi karyawan tetap, sesuai UU No.13 th.2003 sama dengan uang pension Rp 2,000,000,- bagi karyawan tetap dan kontrak
2. Pengusaha memberikan santunan uang duka kepada pekerja atas kematian keluarganya (Ayah/Ibu kandung pekerja atau Suami/ Istri pekerja) bagi karyawan tetap dan kontrak, dengan ketentuan sebagai berikut:
  - a. Operator sebesar Rp 200,000,-
  - b. Staff/ Management Rp 300,000,-
3. Sumbangan bagi pekerja yang mengalami musibah bencana alam, kebakaran dan gusuran ditetapkan dengan kebijaksanaan pihak Pengusaha yang ditetapkan dalam surat keputusan.

### **PASAL – 47 M A K A N**

1. Dalam rangka memenuhi standard gizi dan memenuhi kalori bagi pekerja maka Pengusaha menyediakan :
  - a. Sarapan bagi pekerja long shieft – 2 (malam).
  - b. Makan siang.
  - c. Makan malam bagi pekerja yang bekerja shieft 2 dan shieft 3 serta yang bekerja lembur.

2. Pada bulan puasa bagi pekerja yang beragama Islam penyediaan makan siang ditiadakan dan diganti dengan uang, yang besarnya disesuaikan dengan harga catering yang berlaku pada saat itu.

**PASAL - 48  
PAKAIAN KERJA**

1. Pengusaha menyediakan pakaian kerja satu tahun sekali kepada setiap pekerja. ( menyesuaikan kondisi keuangan perusahaan ).
2. Pekerja diwajibkan memakai pakaian kerja selama bekerja, termasuk kerja lembur.
3. Pekerja yang bekerja pada hari libur nasional tidak diwajibkan berpakaian seragam.

**PASAL – 49  
PENGHARGAAN**

1. Pengusaha memberikan penghargaan kepada pekerja yang berjasa, seperti berikut :
  - a. Bekerja dengan baik serta hadir terus menerus, sehingga dapat menjadi contoh bagi pekerja lain.
  - b. Menciptakan penemuan-penemuan baru yang sangat berguna bagi perusahaan
  - c. Memenangkan dalam setiap jenis perlombaan dengan membawa nama perusahaan.
2. Tanda penghargaan diberikan setahun sekali secara periodik dan setiap waktu apabila diperlukan.
3. Tanda penghargaan diberikan berupa :
  - a. Pemberian Surat Tanda Penghargaan.
  - b. Pemberian Uang.

**BAB – IX  
PROGRAM PENINGKATAN KETRAMPILAN DAN ALIH TUGAS**

**PASAL – 50  
PENILAIAN**

Pengusaha melakukan penilaian terhadap pekerja berdasarkan system penilaian yang berlaku di perusahaan dalam rangka menjamin karier pekerja yang bersangkutan.

**PASAL – 51  
KENAIKAN PANGKAT/GOLONGAN, JABATAN DAN ALIH TUGAS**

1. Kenaikan pangkat/ golongan dan jabatan dilaksanakan sesuai dengan system yang ditetapkan di perusahaan.
2. a. Kenaikan pangkat/ golongan didasarkan pada masa kerja dan prestasi kerja dilakukan melalui prosedur dan system yang ada/ kebijakan management.  
b. Apabila terjadi kekosongan jabatan dalam bagian tertentu, maka diutamakan posisi tersebut diisi dari bagian bersangkutan.
3. Kenaikan pangkat/golongan seseorang pekerja secara langsung diikuti dengan kenaikan gaji pokok dan tunjangan jabatan yang berhak diterima.
4. Alih tugas pekerja dapat dilakukan dengan mempertimbangkan tidak akan merugikan karier yang bersangkutan.
6. Alih tugas dapat dilakukan dengan alasan :
  - a. Bertambah / berkurangnya pekerjaan di suatu tempat / bagian.
  - b. Karena tidak mampu menjalankan pekerjaannya.
  - c. Memberikan kesempatan pada pekerja yang berpotensi untuk maju.
  - d. Karena alasan kesehatan.
7. Setiap alih tugas diinformasikan & dijelaskan kepada pekerja yang bersangkutan.

**PASAL – 52  
PENDIDIKAN**

1. Untuk peningkatan dan kemajuan perusahaan serta untuk meningkatkan kemampuan pekerja dalam mengemban tugas dan tanggung jawabnya, maka pengusaha memberikan kesempatan kepada pekerja untuk mengikuti pendidikan didalam atau diluar perusahaan.

2. Pendidikan seperti dimaksud pada ayat 1 pasal ini antara lain :
  - a. Pendidikan dasar.
  - b. Pendidikan promosi (kenaikan pangkat/ golongan dan jabatan).
  - c. Pendidikan ketrampilan dan pengetahuan khusus yang sesuai dengan bidang tugas/ pekerjaannya.
3. Pendidikan sebagaimana dimaksud pada ayat 1 dan 2 pasal ini penunjukan, penetapan , persyaratan serta biayanya adalah tanggung jawab dan wewenang pengusaha.

**PASAL – 53**  
**PENGHARGAAN PENDIDIKAN**

1. Pekerja yang meningkatkan jenjang pendidikan lebih tinggi dari waktu diterima sebagai pekerja. Pengusaha memberikan kesempatan untuk mengikuti seleksi penerimaan pekerja baru dengan jenjang pendidikan yang diperolehnya.
2. Pekerja yang memperoleh penghargaan pendidikan seperti dimaksud pada ayat 1 diatas adalah pekerja tetap yang masa kerja lebih dari 3 tahun.

**BAB X**  
**TATA TERTIB KERJA**

**PASAL – 54**  
**DISIPLIN KERJA**

1. Absensi / kehadiran.
  - a. Setiap pekerja diharapkan datang ke tempat kerja sebelum jam kerja dan mulai bekerja tetap pada waktunya.
  - b. Setiap pekerja harus melakukan sidik jari di mesin pinger yang telah disediakan baik masuk maupun saat pulang kerja.
  - c. Pakaian seragam kerja dan sepatu digunakan dalam perusahaan saat mulai bekerja sampai dengan jam kerja selesai termasuk lembur.
  - d. Pekerja tidak dibenarkan meninggalkan tempat kerja tanpa sepengetahuan departemen personalia dan atasannya.
  - e. Pulang pada waktu jam kerja dapat diijinkan apabila pekerja yang bersangkutan sakit, mendapat panggilan dari Negara, keluarga sakit keras/meninggal atau urusan yang sangat penting/ mendesak yang dapat diterima alasannya dengan izin atasannya dan diketahui Departemen Personalia.
  - f. Pekerja tidak dibenarkan datang terlambat kecuali seizin atasan dan atau Departemen Personalia.
  - g. Apabila pekerja tidak masuk kerja, yang bersangkutan diwajibkan memberitahukan secara tertulis dan atau lisan kepada atasannya / Departemen Personalia.
  - h. Keluar perusahaan karena tugas atau urusan lain diharuskan mengisi surat tugas atau ijin keluar yang ditandatangani atasannya dan diketahui oleh departemen Personalia.
  - i. Pekerja tidak dibenarkan tidak masuk kerja tanpa pemberitahuan tertulis.
2. Setiap pekerja wajib memberikan laporan secara tertulis kepada atasannya dan diteruskan ke Departemen Personalia apabila :

Merubah/ganti nama, pindah alamat/ tempat tinggal, nikah, cerai, kematian anggota keluarga , kelahiran anak serta perubahan lain mengenai pribadi pekerja yang diperlukan perusahaan selambat-lambatnya 7 x 24 jam sejak terjadi perubahan.

**PASAL – 55**  
**L A R A N G A N**

1. Setiap pekerja tidak dibenarkan untuk :
  - a. Berambut gondrong
  - b. Melakukan perdagangan didalam perusahaan.
  - c. Membantah perintah atasan dalam rangka dinas.
  - d. Tidur pada waktu kerja di lingkungan perusahaan.
  - e. Membawa masuk barang-barang pribadi yang sejenis hasil produksi/ kegiatan perusahaan, kecuali atas seijin pihak atasan/ pengusaha.
  - f. Mengucapkan/ menuliskan kata-kata tidak sopan atau menulis sesuatu yang tidak pada tempatnya didalam lingkungan perusahaan.



- g. Merokok di tempat-tempat yang diberi tanda " Dilarang Merokok" atau di tempat lain yang mudah menimbulkan bahaya kebakaran.
- h. Memberikan keterangan palsu atau yang dipalsukan sehingga merugikan perusahaan kecuali dengan alasan yang dapat dipertanggung jawabkan.
- i. Membawa senjata api, senjata tajam, minuman keras, ganja, morfin, heroin atau barang sejenis ke dalam lingkungan perusahaan.
- j. Membawa/mengambil barang-barang milik perusahaan dan teman sekerja secara tidak sah.
- k. Berkelahi, memukul orang lain, menganiaya dan mengancam pekerja lain.
- l. Melakukan perbuatan asusila dan atau tindak pidana di lingkungan perusahaan.
- m. Mengajak/ menghasut atau membantu pekerja lain untuk melakukan pelanggaran terhadap Kesepakatan Kerja Bersama ini.

#### **PASAL – 56 SANKSI**

1. Pelanggaran terhadap disiplin kerja dan larangan dalam PKB diberikan sanksi sebagai berikut :
  - a. Peringatan lisan.
  - b. Peringatan tertulis I
  - c. Peringatan tertulis II
  - d. Peringatan tertulis III
  - e. Pemberhentian sementara.
  - f. Pemutusan Hubungan Kerja.
2. Surat peringatan Tertulis I, II dan III masa berlakunya masing-masing 6 bulan sejak tanggal surat peringatan dikeluarkan.
3. Pekerja yang pernah mendapatkan peringatan lisan, bila melakukan kesalahan yang sama akan diberikan peringatan tertulis.
4. Apabila dalam masa berlakunya setiap peringatan tertulis yang bersangkutan melakukan pelanggaran, maka kepadanya dapat dikenakan sanksi tertulis berikutnya.
5. Pelanggaran atas pasal 58 ayat 1 dan lebih dari sekali diberikan peringatan tertulis I.
6. Pelanggaran atas pasal 58 ayat 1 (butir B sampai dengan G) diberikan peringatan tertulis II.
7. Pelanggaran atas pasal 58 ayat I (butir, K dan M) atau pelanggaran yang dikategorikan sama diberikan peringatan tertulis III.
8. elanggaran atas pasal 58 ayat 1 (butir J dan L ) dikenakan schorsing (tanpa mendapatkan upah) atau Pemutusan Hubungan Kerja (PHK). Dilihat dari beratnya kesalahan yang dilakukan.
9. Setiap peringatan tertulis yang menyangkut disiplin kerja, tembusannya disampaikan kepada Serikat Pekerja.

#### **PASAL – 57 PEMBERHENTIAN SEMENTARA DAN ATAU PEMUTUSAN HUBUNGAN KERJA**

1. Apabila dalam 6 bulan masa peringatan ke III pekerja melakukan pelanggaran lagi atas larangan dalam Kesepakatan Kerja Bersama ini, maka kepadanya dijatuhkan sanksi Pemberhentian Sementara dan atau Pemutusan Hubungan Kerja.
2. Pelanggaran atas pasal 58 ayat 1 Perjanjian Kerja Bersama ini, dikenakan sanksi Pemberhentian Sementara dan atau Pemutusan Hubungan Kerja.
3. Pemberhentian Sementara (schorsing) sebagaimana dimaksud pada pasal 61 ayat 2 pasal ini selama-lamanya 15 hari kerja, dan apabila persoalannya belum dapat di selesaikan, dapat diperpanjang sampai dengan adanya keputusan definitif.
4. Masa tunggu dari proses PHK sesuai dengan ayat 1 dan 2 pasal ini, pekerja dikenakan sanksi schorsing atau pemberhentian sementara.
5. Pemberhentian Sementara sehubungan dengan sanksi yang akan dijatuhkan didasarkan atas hasil musyawarah antara Serikat Pekerja dan Pengusaha.

## **BAB XI** **PENYELESAIAN DAN PENGADUAN KELUH KESAH**

### **PASAL – 58** **PENYELESAIAN KELUH KESAH**

1. Pengusaha dan Serikat Pekerja berusaha menciptakan suasana yang harmonis, sehingga setiap pekerja dapat dengan bebas menyampaikan pengaduan dan keluhan serta ketidak puasannya atas perlakuan-perlakuan yang dianggap tidak sesuai dengan isi Kesepakatan Kerja Bersama ini.
2. Untuk mengawasi pelaksanaan Kesepakatan Kerja Bersama ini serta menampung pengaduan dan keluhan kesah pekerja, maka pengusaha dan Serikat Pekerja membentuk lembaga kerja sama bipartite.
3. Lembaga ini anggotanya terdiri dari 5 orang dari unsur pengusaha dan 5 orang dari unsur Serikat Pekerja atau disesuaikan dengan kebutuhan.
4. Lembaga kerja sama bipartit mengadakan pertemuan 1 kali dalam 1 bulan.

### **PASAL – 59** **TATA CARA PENYAMPAIAN PENGADUAN DAN KELUH KESAH**

1. Tata cara penyampaian pengaduan dan keluhan kesah diatur sebagai berikut :
  - a. Tingkat pertama.  
Disampaikan kepada atasannya langsung.
  - b. Tingkat kedua.  
Apabila penyelesaian tidak diperoleh pada tingkat pertama maka pengaduan pada lembaga Bipartit.
  - c. Tingkat ketiga.  
Apabila penyelesaian tidak diperoleh pada tingkat kedua maka pengaduan diteruskan Serikat Pekerja untuk menyelesaikan dengan pengusaha.
  - d. Tingkat keempat.  
Apabila penyelesaian tidak diperoleh pada tingkat ketiga maka pengaduan disampaikan oleh salah satu pihak kepada pegawai perantara.
2. Waktu penyelesaian pengaduan dan keluhan kesah.
  - a. Tingkat pertama.  
Diselesaikan selama 5 hari kerja.
  - b. Tingkat kedua.  
Diselesaikan selambat-lambatnya 10 hari kerja.
  - c. Tingkat ketiga.  
Ditanggapi selambat-lambatnya 5 hari kerja dan diselesaikan dalam 30 hari.

## **BAB XII** **PEMUTUSAN HUBUNGAN KERJA**

### **PASAL – 60** **PEMUTUSAN HUBUNGAN KERJA**

1. Pemutusan Hubungan Kerja terjadi karena :
  - a. Pekerja meninggal dunia.
  - b. Kehendak pekerja itu sendiri.
  - c. Pensiun.
  - d. Habis kontrak
  - e. Pekerja percobaan
  - f. Sakit berkepanjangan
  - g. Cacat total dan tidak mampu bekerja lagi.
  - h. Keputusan Panitia Penyelesaian Perselisihan Perburuhan Daerah/ Panitia Penyelesaian Perselisihan Perburuhan Pusat (P4D/P4P).
2. Pemutusan Hubungan Kerja antara kehendak karyawan itu sendiri, dilaksanakan setelah yang bersangkutan mengajukan permohonan berhenti minimal 15 hari sebelumnya dan atau setelah menyelesaikan tanggung jawabnya kepada Perusahaan.

**PASAL – 61**  
**PEMUTUSAN HUBUNGAN KERJA KARENA PELANGGARAN**  
**BERAT DISIPLIN KERJA**

1. Apabila seorang pekerja melakukan pelanggaran tata tertib yang dikategorikan pelanggaran berat dan atau telah mendapatkan Surat Peringatan sampai tingkat III atau terakhir. Surat Peringatan adalah hak dasar perusahaan untuk memberikan secara langsung SPII maupun SPIII tanpa melalui SPI karena adanya pelanggaran berat terhadap karyawan.
2. Pemutusan hubungan kerja dapat dijatuhkan apabila seorang pekerja yang melakukan pelanggaran sebagai berikut :
  - a. Pada saat perjanjian kerja memberikan keterangan palsu yang tidak dibenarkan.
  - b. Mabuk, minum minuman keras, memakai obat bius atau menyalahgunakan obat-obat terlarang atau obat perangsang lainnya di tempat kerja.
  - c. Melakukan perbuatan asusila di dalam lingkungan kerja.
  - d. Melakukan tindakan kriminal di dalam lingkungan perusahaan.
  - e. Memfitnah, menganiaya, menghina secara kasar, mengancam pengusaha, atau keluarga pengusaha, rekan kerja didalam atau di luar lingkungan kerja.
  - f. Dengan sengaja atau tidak melawan pimpinan perusahaan atau atasan manakala ditegur karena melakukan kesalahan dalam tugas keseharian di lingkungan perusahaan.
  - g. Dengan sengaja atau ceroboh membiarkan dalam keadaan bahaya barang milik perusahaan sehingga mengakibatkan kerusakan dan kerugian.
  - h. Dengan sengaja atau kecerobohan membiarkan diri dan rekan kerja dalam keadaan bahaya.
  - i. Membongkar rahasia perusahaan atau mencemarkan nama baik pengusaha atau keluarga kecuali untuk kepentingan Negara.
  - j. Melakukan sabotase atau perbuatan sejenis yang mengakibatkan kerusakan atau kerugian bagi perusahaan.
  - k. Meninggalkan pekerjaan (Absen 5 hari berturut-turut atau 8 hari tidak berturut-turut) tanpa alasan yang jelas atau tidak dapat dipertanggung jawabkan secara resmi.
  - l. Memukul atau berkelahi secara fisik dengan atasan atau rekan kerja.
  - m. Menghasut rekan kerja melakukan pemogokan atau menghambat produktivitas kerja tanpa alasan yang dibenarkan.
  - n. Membawa senjata tajam atau senjata api tanpa seijin atasan langsung untuk keperluan pribadi.
  - o. Membawa minuman keras, narkoba, dan melakukan perjudian di lingkungan perusahaan.
  - p. Mencemarkan nama baik perusahaan di dalam maupun diluar lingkungan kerja.
3. Pelanggaran-pelanggaran tersebut diatas adalah digolongkan pelanggaran berat dan perusahaan tidak berkewajiban memberikan uang pesangon dan atau uang penghargaan masa kerja, tetapi wajib memberikan uang pisah dan penggantian hak sesuai ketentuan yang berlaku.

**PASAL – 62**  
**PESANGON DAN PENGHARGAAN MASA KERJA**

1. Pengusaha memberikan pesangon dan penghargaan masa kerja, serta penggantian hak kepada pekerja yang diputuskan hubungannya oleh Pengusaha bukan karena kesalahan berat yang dilakukan oleh pekerja.
2. Besarnya pesangon ditetapkan sekurang-kurangnya sebagai berikut :
  - Masa kerja kurang dari 1 tahun adalah 1 bulan upah.
  - Masa kerja 1 tahun atau lebih tetapi kurang dari 2 tahun adalah 2 bulan upah.
  - Masa kerja 2 tahun atau lebih tetapi kurang dari 3 tahun adalah 3 bulan upah.
  - Masa kerja 3 tahun atau lebih tetapi kurang dari 4 tahun adalah 4 bulan upah.
  - Masa kerja 4 tahun atau lebih tetapi kurang dari 5 tahun adalah 5 bulan upah.
  - Masa kerja 5 tahun atau lebih tetapi kurang dari 6 tahun adalah 6 bulan upah.
  - Masa kerja 6 tahun atau lebih tetapi kurang dari 7 tahun adalah 7 bulan upah.
  - Masa kerja 7 tahun atau lebih tetapi kurang dari 8 tahun adalah 8 bulan upah.
  - Masa kerja 8 tahun atau lebih tetapi kurang dari 9 tahun adalah 9 bulan upah.

3. Besarnya penghargaan masa kerja ditetapkan sebagai berikut :
  - Masa kerja 3 tahun atau lebih tetapi kurang dari 6 tahun adalah 2 bulan upah.
  - Masa kerja 6 tahun atau lebih tetapi kurang dari 9 tahun adalah 3 bulan upah.
  - Masa kerja 9 tahun atau lebih tetapi kurang dari 12 thn adalah 4 bulan upah.
  - Masa kerja 12 tahun atau lebih tetapi kurang dari 15 thn adalah 5 bulan upah.
  - Masa kerja 15 tahun atau lebih tetapi kurang dari 18 thn adalah 6 bulan upah.
  - Masa kerja 18 tahun atau lebih tetapi kurang dari 21thn adalah 7 bulan upah.
  - Masa kerja 21 tahun atau lebih tetapi kurang dari 24 thn adalah 8 bulan upah.
  - Masa kerja 24 tahun atau lebih adalah 10 bulan upah.
4. Uang penggantian hak diberikan berdasarkan perhitungan sisa cuti yang belum diambil dan belum hangus dikalikan dengan gaji per hari (Jlh Sisa CutiXG.Pokok) 30

### **PASAL – 63 UANG PISAH**

1. Uang pisah diberikan kepada pekerja yang mengundurkan diri atau di kualifikasikan mengundurkan diri dengan masa kerja minimal 3 tahun .
2. Besarnya uang pisah yang diberikan oleh pengusaha pada pekerja yang mengundurkan diri secara baik – baik atas kemauan sendiri ditentukan dengan PKB ini sesuai dengan ketentuan sebagai berikut :
  - Masa kerja 3 tahun atau lebih tetapi kurang dari 4 tahun adalah 10 bulan upah.
  - Masa kerja 4 tahun atau lebih tetapi kurang dari 5 tahun adalah 13 bulan upah.
  - Masa kerja 5 tahun atau lebih tetapi kurang dari 6 tahun adalah 14 bulan upah.
  - Masa kerja 6 tahun atau lebih tetapi kurang dari 7 tahun adalah 17 bulan upah.
  - Masa kerja 7 tahun atau lebih tetapi kurang dari 8 tahun adalah 19 bulan upah.
  - Masa kerja 8 tahun atau lebih tetapi kurang dari 9 tahun adalah 21 bulan upah.
  - Masa kerja 9 tahun atau lebih tetapi kurang dari 10 tahun adalah 24 bulan upah untuk masa kerja diatas 10 tahun , besarnya uang jasanya tetap mengikuti masa kerjanya samapai maksimal masa kerja 24 tahun .
3. Kepada pekerja yang mendapatkan kompensasi sesuai pasal 63 ayat 2 diatas pada saat akan mengundurkan diri harus mengikuti ketentuan / prosedur seuai yang ada di lampiran PKB ini ( dapat dilihat di lampiran Flow mengundurkan diri secara suka rela )
4. Kepada pekerja yang mengundurkan diri namun tidak mengikuti prosedur / ke Tentaun yang ada di PKB ini tidak mendapatkan kompensasi seperti yang ada Pada pasal 63 ayat 2 diatas namun ia masih berhak atas uang jasa / uang Penghargaan masa kerja dengan ketentuan sebagai berikut :
  - Masa kerja 3 tahun atau lebih tetapi kurang dari 6 tahun adalah 2 bulan upah.
  - Masa kerja 6 tahun atau lebih tetapi kurang dari 9 tahun adalah 3 bulan upah.
  - Masa kerja 9 tahun atau lebih tetapi kurang dari 12 thn adalah 4 bulan upah.
  - Masa kerja 12 tahun atau lebih tetapi kurang dari 15 thn adalah 5 bulan upah.
  - Masa kerja 15 tahun atau lebih tetapi kurang dari 18 thn adalah 6 bulan upah.
  - Masa kerja 18 tahun atau lebih tetapi kurang dari 21thn adalah 7 bulan upah.
  - Masa kerja 21 tahun atau lebih tetapi kurang dari 24 thn adalah 8 bulan upah.
  - Masa kerja 24 tahun atau lebih adalah 10 bulan upah
5. Pekarja yang dikualifikasikan mengundurkan diri karena ybs melakukan kesa Lahan sehingga ybs dapat diputuskan kerjanya karena melakukan kesalahan Yang mana kesalahan tersebut secara peraturan ketenagakerjaan yang ada Ybs dapat diputuskan hubunngan kerjanya karena kesalahnya maka pekerja Ybs hanya berhak mendapatkan kompensasi seperti pasal 63 ayat 4 diatas
6. Bentuk – bentuk kesalahan sebagaimana dimaksud pada ayat diatas diatur Pada lampitran PKB ini ( dapat di lihat pada Lampiran Pelanggaran )
7. Dalam pemberian uang pisah, Perusahaan tidak membedakan kepada pekerjanya apakah tugas dan fungsinya mewakili perusahaan atau tidak mewakili kepentingan pengusaha secara langsung.

**BAB XII**  
**MASA BERLAKU, PERUBAHAN DAN PERPANJANGAN**

**PASAL – 64**  
**MASA BERLAKU**

1. Perjanjian Kerja Bersama ini berlaku 2 tahun.
2. Perjanjian Kerja Bersama ini dapat diperpanjang 1 tahun kecuali bila salah satu pihak memberitahukan secara tertulis kepada pihak lainnya tentang keinginan untuk melakukan perubahan Perjanjian Kerja Bersama ini.
3. Pemberitahuan yang dimaksud pada ayat 2 pasal ini, disampaikan selambat-lambatnya 30 hari sebelum masa berlaku Perjanjian Kerja Bersama ini berakhir.
4. Apabila Perjanjian Kerja Bersama telah berakhir masa namun belum dilakukan penggantian / perubahan, maka Perjanjian Kerja Bersama ini tetap berlaku sampai adanya Perjanjian Kerja Bersama yang baru.
5. Apabila dikemudian hari dalam pasal-pasal Perjanjian Kerja Bersama ini ada hal-hal yang tidak sesuai dengan situasi dan kondisi, maka Pengusaha atau Serikat Pekerja dapat mengajukan permintaan untuk membuka perundingan, meskipun masa berlakunya belum berakhir.

**PASAL – 65**  
**LANDASAN HUKUM**

Kesepakatan Kerja Bersama ini dibuat dengan landasan hukum sebagai berikut :

- a. Undang-undang No.21 Tahun 1954, tentang Perjanjian Perburuhan.
- b. Undang-undang No.12 Tahun 1954, tentang Pemutusan Hubungan Kerja di Perusahaan Swasta.
- c. Undang-undang No.14 Tahun 1969, tentang Ketentuan Pokok Ketenagakerjaan.
- d. Undang-undang No.1 Tahun 1970, tentang Keselamatan dan Kesehatan Kerja.
- e. Undang-undang No.3 Tahun 1992, tentang JAMSOSTEK.
- f. Undang-undang No.11 Tahun 1992, tentang Dana Pensiun.
- g. Undang-undang No.21 Tahun 2000, Serikat Buruh / Serikat Pekerja.
- h. Peraturan Pemerintah No.21 Tahun 1954, tentang Peraturan Istirahat Tahunan bagi Buruh.
- i. Peraturan Pemerintah No.8 Tahun 1981, tentang Perlindungan Upah.
- j. Peraturan Pemerintah No.14 Tahun 1993, tentang Penyelenggaraan Program Jaminan Sosial Tenaga Kerja.
- k. Peraturan Menteri Tenaga Kerja No.1 Tahun 1985, tentang Tata Cara Pembuatan Kesepakatan Kerja Bersama.
- l. Peraturan Menteri Tenaga Kerja No.Per-03/MEN/1989, tentang Larangan Pemutusan Hubungan Kerja bagi Pekerja Wanita karena menikah, hamil atau melahirkan.
- m. Peraturan Menteri Tenaga Kerja No.5 Tahun 1993, tentang Petunjuk Teknis Pendaftaran Kepesertaan Pembayaran iuran, Pembayaran Santunan, Pelayanan Jaminan Sosial Tenaga Kerja.
- n. Keputusan Menteri Tenaga Kerja No.Kep-150/MEN/2000, tentang Tata Cara Pemutusan Hubungan Kerja dan Penetapan Uang Pesangon, Penghargaan Masa Kerja .
- o. Peraturan Menteri Tenaga Kerja No.04, tentang luran Serikat Pekerja.
- p. Keputusan Menteri Tenaga Kerja No.Kep-102/MEN/VI/2004, tentang Dasar Perhitungan Upah Lembur.
- q. Keputusan Menteri Tenaga Kerja dan Transmigrasi No.16/MEN/2001, tentang Tata Cara Pencatatan Serikat Buruh/ Serikat Pekerja.
- r. Undang-undang No.13 Tahun 2003 tentang KETENAGAKERJAAN.
- s. Undang – undang no 2 tahun 2004 tentang PPHI

**BAB XIV**  
**KETENTUAN PENUTUP**

**PASAL – 66**  
**PENUTUP**

1. Apabila dikemudian hari dalam Perjanjian Kerja Bersama ini terdapat sesuatu yang dinyatakan tidak sah oleh Pengadilan karena bertentangan dengan Peraturan Perundang-undangan yang baru, maka Perjanjian Kerja Bersama ini tetap sah dan berlaku kecuali bagian yang dinyatakan tidak sah tersebut.
2. Perjanjian Kerja Bersama ini beserta seluruh lampiran-lampirannya dinyatakan sah dan berlaku sejak tanggal ditandatangani.

Ditandatangani di :  
Pada tanggal :

Pihak-pihak yang menandatangani Perjanjian Kerja bersama ini adalah :

Pihak Pengusaha,	Pihak Serikat Pekerja
Presiden Direktur	Ketua
General Manager PGA.	Sekretaris

MENYAKSIKAN  
KEPALA DINAS TENAGA KERJA  
KABUPATEN \_\_\_\_\_

Team Perumus Dan Team Perunding

Dari Pihak Perusahaan

<u>Nama</u>	<u>Jabatan</u>
1. _____	: Ketua Merangkap Sekertaris
2. _____	: Anggota
3. _____	: Anggota
4. _____	: Anggota
5. _____	: Anggota
6. _____	: Anggota

Dari Pihak Serikat Pekerja

<u>Nama</u>	<u>Jabatan</u>
1. _____	: Ketua Merangkap Anggota
2. _____	: Sekertaris Merangkap Anggota
3. _____	: Anggota
4. _____	: Anggota
5. _____	: Anggota

Lampiran Daftar PKB yang disepakati antara Serikat dan Management.  
**DAFTAR PELANGGARAN DAN SANKSI DENGAN BOBOT KESALAHANNYA.**

Tindakan – tindakan pekerja yang termasuk pelanggaran tata tertib dan disiplin perusahaan meliputi :

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
1	<b>ABSENSI/ MANGKIR</b> Tidak masuk kerja tanpa pemberitahuan dan atau izin terlebih dahulu dari atasan tanpa alasan yang sah dan dibenarkan : a.Mangkir selama satu hari dalam satu bulan. b.Mangkir selama dua hari dalam satu bulan. c.Mangkir selama 3 hari dalam satu bulan. d.mangkir selama 4 hari dalam satu bulan. e.Mangkir selama 5 hari berturut – turut f.Mangkir selama 8 hari tidak berturut-turut.	Lisan & dicatat. SP I SP II SP II SP III Dianggap mengundurkan diri	Lisan & Dicatat SP II SP III PHK Tanpa sarat	SP I SP III PHK Tanpa sarat	SP II PHK Tanpa sarat - - - - -	SP III - - - - -	PHK Tanpa sarat - - - - -
2	<b>TERLAMBAT MASUK ATAU KEMBALI BEKERJA SETELAH ISTRIRAHAT.</b> Terlambat masuk kerja (tanpa alasan yang sah). a.Antara 10 sampai 30 menit selama 5 kali tidak berturut-turut dalam satu bulan.	Lisan & dicatat Lisan & dicatat SP I	Lisan & dicatat SP I SP II	SP I SP II SP III	SP II SP III PHK Tanpa sarat	SP III PHK Tanpa sarat -	PHK Tanpa sarat - -

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
	<p>b. Lebih dari 30 menit selama 5 kali tidak berturut-turut dalam satu bulan.</p> <p>c. Terlambat datang atau masuk kerja kembali selama 3 kali berturut-turut dalam satu bulan dengan alasan yang tidak masuk akal.</p>						
3	<p>MENINGGALKAN TEMPAT KERJA TANPA SEJIN ATASAN</p> <p>a. Meninggalkan tempat kerja sebelum waktunya tanpa seijin atasan atau alasan yang sah.</p> <p>b. Meninggalkan pekerjaan / tugas yang diberikan atasan, tanpa alasan yang sah.</p> <p>c. Absen pada mesin absen dan pulang sebelum waktunya tanpa sepengetahuan atasan langsung.</p>	<p>Lisan &amp; dicatat</p> <p>Lisan &amp; dicatat</p> <p>SP II</p>	<p>SP I</p> <p>SP I</p> <p>SP III</p>	<p>SP II</p> <p>SP II</p> <p>PHK Tanpa sarat</p>	<p>SP III</p> <p>SP III</p> <p>-</p>	<p>PHK tanpa sarat</p> <p>PHK Tanpa sarat</p> <p>-</p>	<p>-</p> <p>-</p> <p>-</p>
4	<p>TIDAK MELAKSANAKAN PEKERJAAN.</p> <p>a. Berjalan-jalan, bermain-main ke tempat lain yang bukan tempat kerja sendiri tanpa alasan sah (membuang-buang waktu).</p>	<p>Lisan &amp; dicatat</p> <p>Lisan &amp; dicatat</p> <p>SP I</p> <p>SP II</p>	<p>SP I</p> <p>SP I</p> <p>SP II</p> <p>SP III</p>	<p>SP II</p> <p>SP II</p> <p>SP III</p> <p>PHK Tanpa sarat</p>	<p>SP III</p> <p>SP III</p> <p>PHK Tanpa sarat</p> <p>-</p>	<p>PHK Tanpa sarat</p> <p>PHK Tanpa sarat</p> <p>-</p> <p>-</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p>



No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
	<p>b.Kedapatan tidur / tidur-tiduran pada jam-jam kerja di tempat kerja / dilingkungan perusahaan.</p> <p>c.Masuk ke tempat yang dilarang bagi yang tidak berkepentingan, yang sifatnya membahayakan keselamatan jiwa atau bersifat rahasia.</p> <p>d.Memberikan izin masuk tanpa mempunyai wewenang ke tempat yang berbahaya/rahasia bagi yang tidak berkepentingan.</p>						
5	<p>M E M B A W A , M E N G E D A R K A N , M E N G U N A K A N N A R K O B A / M I N U M A N K E R A S A T A U O B A T T E R L A R A N G L A I N N Y A .</p> <p>a.Memakai, memiliki, menyimpan dan menjual obat terlarang (narkoba) dilingkungan perusahaan</p> <p>b.Masuk kerja dibawah pengaruh minuman keras (mabuk).</p> <p>c.Minum minuman keras didalam lingkungan perusahaan sehingga mengakibatkan kerusakan.</p>	<p>PHK Tanpa sarat</p> <p>PHK Tanpa sarat</p> <p>PHK Tanpa sarat</p> <p>PHK Tanpa sarat</p>	-	-	-	-	-

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
	d. Mengemukakan dalam keadaan dalam mabuk (mobil, sepeda motor, forklift) pada saat bertugas, baik dilindungi perusahaan maupun diluar lingkungan perusahaan. e. Menghadap panggilan atasan baik dalam urusan kerja atau urusan lain dalam keadaan dipengaruhi minuman keras (mabuk).						
6	MENOLAK PERATURAN PERUSAHAAN ATAU PKB. a. Menolak perintah yang layak, membantah atau membangkang penerapan tata tertib dan sanksi-sanksinya. b. Menolak rotasi/mutasi /transfer pemindahan tugas atau perubahan tugas. c. Menolak pembinaan dalam rangka memenuhi kebutuhan dan kecakapan pekerjaan (tidak cakap). d. Menolak kesempatan untuk menaikkan prestasi. e. Menolak pemeriksaan saat dilakukan pemeriksaan oleh petugas keamanan	SP I  SP II  SP I  SP I  SP I  SP II	SP II  SP III  SP II  SP II  SP II  SP III  SP II	SP III  PHK Tanpa sarat SP III  SP III  SP III  PHK Tanpa sarat SP III	PHK Tanpa sarat  PHK Tanpa sarat PHK Tanpa sarat PHK Tanpa sarat    PHK Tanpa sarat	-  -  -  -  -  -  -  -	-  -  -  -  -  -  -

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
	atau barang –barang bawaannya saat meninggalkan lingkungan perusahaan. f.Dengan sengaja menolak panggilan dari manajemen setelah melakukan pelanggaran dalam rangka diminta keterangannya. g.Menolak pemeriksaan kesehatan yang dilakukan oleh perusahaan / dokter perusahaan.						
7	MELAKUKAN PERJUANGAN DILINGKUNGAN PERUSAHAAN.	SP III	PHK Tanpa sarat	-	-	-	-
8	P E L A N G G A R A N TERHADAP KEAMANAN DAN ATAU TATA TERTIB PERUSAHAAN a.Membawa senjata api, senjata tajam atau senjata peledak kedalam lingkungan perusahaan. b.Mencatatkan absen pekerja lain, baik yang menyuruh / yang disuruh c.Mengancam, mengajak berkelahi, melakukan intimidasi, menganiaya, memukul atasan, atau pekerja lainnya didalam ataupun diluar perusahaan.	PHK Tanpa sarat SP III PHK Tanpa sarat PHK tanpa sarat PHK Tanpa sarat PHK Tanpa Sarat PHK Tanpa sarat PHK Tanpa sarat PHK Tanpa Sarat	- PHK Tanpa sarat - - - - - - - - PHK Tanpa sarat	- - - - - - - - - - -	- - - - - - - - - - -	- - - - - - - - - - -	- - - - - - - - - - -

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
	<p>d.Memfitnah atasan , teman sekerja dan melibatkan diri dalam melakukan sabotase.</p> <p>e.Membocorkan rahasia perusahaan atau rumah tangga pimpinan perusahaan atau atasan.</p> <p>f.Dengan sengaja / kecerobohan merusakkan alat-alat, mesin, atau bahan milik perusahaan.</p> <p>g.Membawa barang perusahaan / milik teman tanpa izin / surat jalan.</p> <p>h.Melakukan pencurian, penggelapan, penipuan dan tindakan kejahatan lainnya.</p> <p>i.Melakukan penghinaan dengan kata-kata kasar pada pimpinan, atasan , atau teman sekerja.</p> <p>j.Melakukan perbuatan asusila dilingkungan perusahaan.</p> <p>k.Memikat pengusaha, keluarga pengusaha atasan, atau teman sekerja untuk melakukan perbuatan yang melanggar hukum (harus ada berita acara dari security).</p> <p>l.Melakukan kegiatan/ pekerjaan diluar perusahaan pada jam- jam kerja tanpa ijin perusahaan. Melakukan</p>						

No.	Jenis Pelanggaran	Pelanggaran I	Ulangan I	Ulangan II	Ulangan III	Ulangan IV	Ulangan V
9	pekerjaan tanpa instruksi pimpinan dengan menggunakan alat-alat atau bahan – bahan dari perusahaan.						
	M E N G A B A I K A N K E P E N T I N G A N , K E S E L A M A T A N D A N K E S E H A T A N K E R J A .	SP I	SP II	SP III	PHK Tanpa sarat	-	-
	a.Melanggar peraturan keselamatan dan kesehatan kerja.	SP III	PHK Tanpa sarat	-	-	-	-
	b.Tidak mentaati peraturan petunjuk pelaksanaan kerja, sehingga menimbulkan kerusakan atau korban jiwa atau korban lainnya (dilihat bobotnya).	SP I	SP II	SP III	PHK Tanpa sarat PHK Tanpa sarat	-	-
	c.Tidak memakai alat pelindung diri (APD) sesuai peraturan / petunjuk kerja.	SP I	SP II	SP III	-	-	-
	d.Menggunakan alat-alat kerja perusahaan secara sembrono dan tidak ada hubungan dengan tugas termasuk menggunakan telephone atau fax tanpa seijin pimpinan.	SP III	PHK Tanpa sarat SP III	-	-	-	-
	e.Merokok di sembarang tempat dalam lingkungan perusahaan.	SP II		PHK Tanpa sarat			
	f.Membuang sampah / barang-barang lain yang berbahaya di sembarang tempat,dalam lingkungan perusahaan.						

## PEMUTUSAN HUBUNGAN KERJA

Pekerja dapat berhenti atas kemauan sendiri dengan mengikuti pilihan dibawah ini

1. Pekerja yang mengundurkan diri secara baik-baik atas permintaan sendiri, harus menyatakan keinginannya secara tertulis kepada management. Bagi pekerja yang statusnya non management / non staf dapat mengajukan paling lambat satu minggu sebelumnya dan bagi yang berstatus staf/ management harus mengajukan surat pengunduran dirinya satu bulan sebelumnya. Bagi yang mengikuti prosedur akan mendapatkan kompensasi yang diterima sesuai dengan table Perjanjian Kerja Bersama (PKB).
3. Pekerja yang mengundurkan diri secara sukarela harus mengikuti / ketentuan yang ada pada Perjanjian Kerja Bersama (PKB) apabila yang bersangkutan tidak ikut ketentuan maka ia tidak berhak atas kompensasi yang diterima seperti yang tercantum dalam Perjanjian Kerja Bersama (PKB) melainkan hanya mendapat kompensasi sesuai Kep No.150 / Men / 2000 / Jo UU No.13 tahun 2003 tentang ketenaga kerjaan.
4. Dalam hal-hal dibawah ini perusahaan boleh melakukan Pemutusan Hubungan Kerja (PHK) sepihak antara lain.
  - a. Karyawan dalam masa percobaan dan dinyatakan tidak cakap.
  - b. Habis / berakhir masa kontraknya (PKWT).
  - c. Pekerja mencapai usia pensiun.
  - d. Pekerja meninggal dunia.
  - e. Pengunduran diri atas kemauan sendiri secara sukarela melalui prosedur sesuai Perjanjian Kerja Bersama (PKB).
  - f. Mengalami sakit berkepanjangan dan sudah lebih dari 12 bulan berturut-turut. Maka ia akan memperoleh pesangon 2 kali menurut ketentuan UU No.13 tahun 2003 (2X PMTK).

Diberhentikan oleh perusahaan karena melakukan kesalahan berat Izin Pemutusan Hubungan Kerja (PHK) dapat dilakukan karena melakukan kesalahan-kesalahan berat sebagai berikut:

1. Penipuan, pencurian dan penggelapan barang - barang milik perusahaan atau milik teman sekerja atau milik teman pengusaha lainnya.
2. Memeberikan keterangan palsu atau yang dipalsukan sehingga merugikan Perusahaan atau Negara.
3. Mabok, minum minuman keras yang memabukkan atau madat dan menyalagunakan pemakaian obat-obatan terlarang lainnya di tempat kerja atau ditempat terlarang lainnya.
4. Melakukan perbuatan asusila atau perjudian di tempat kerja.
5. Menyerang, mengintimidasi pengusaha, atasan atau teman kerja lainnya di lingkungan perusahaan.
6. Menganiaya, mengancam baik secara fisik atau mental, menghina secara kasar pengusaha, keluarga pengusaha atau teman kerja lainnya.
7. Membujuk pengusaha / teman sekerja untuk melakukan perbuatan yang bertentangan atau melanggar hukum atau peraturan perundangan lainnya.
8. Dengan ceroboh / sengaja, merusak / merugikan barang perusahaan atau membiarkannya dalam keadaan bahaya.
9. Dengan sengaja / ceroboh membiarkan diri sendiri / teman sekerja dalam keadaan bahaya.
10. Membongkar / membocorkan rahasia perusahaan atau mencemarkan nama baik pengusaha/ keluarga pengusaha yang seharusnya dirahasiakan kecuali untuk kepentingan Negara.
11. Melakukan kesalahan yang sama atau yang sama bobotnya setelah mendapat peringatan terakhir (SPIII) yang masih berlaku.
12. Membawa barang milik perusahaan tanpa ijin.

Pengusaha dalam melakukan Pemutusan Hubungan Kerja (PHK) atas pelanggaran / kesalahan berat harus menyertakan bukti yang sah.

Selama belum ada keputusan yang jelas dalam masa tunggu Pemutusan HubunganKerja (PHK) pengusaha dapat melakukan scorsing pada pekerja yang bersangkutan disertai dengan pemotongan gaji.

Pekerja yang melakukan kesalahan ( dikategorikan kesalahan berat ) sebagaimana tersebut diatas tidak berhak mendapatkan pesangon akan tetapi jika telah mencukupi sarat ia berhak mendapatkan uang jasa.

Pekerja yang melakukan kesalahan di luar yang tersebut ( tidak masuk kategori kesalahan berat ) berhak mendapatkan pesangon 1 PMTK.

## Annex 5: Jamsostek benefits<sup>13</sup>

	Type	Total Benefits – 2008
Work Accident Insurance (WAI)	Transfer Costs	Land IDR 150,000 Sea IDR 300,000 Air IDR 400,000
	While unable to work	Treatment Costs IDR 8,000,000 Benefits for the first 4 months = 100 per cent of wage Benefits for the first 4 months = 75 per cent of wage Benefits after = 50 per cent of wage <b>(Employer has to pay employee's wages in full/100 per cent even if the employee gets Jamsostek benefits at the same time)</b> (for more information please see <a href="http://www.jamsostek.co.id">www.jamsostek.co.id</a> )
	Rehabilitation Costs	Prosthetic or disability aids, i.e. wheelchair.
	Death	Benefits at once = 60 per cent x 70 monthly wages Periodical Benefits = IDR 200,000 - for 24 hours Funeral Cost = IDR 1,500,000
Work Accident Insurance for construction workers	Work Accident Insurance	Maximum treatment cost IDR 12,000,000 Should the treatment cost exceed Jamsostek coverage, the outstanding costs must be borne by the employer.
	Functional disability	Organ reduction function % x disability table x 80 monthly wages
	Anatomy disability	Anatomy disability % x 80 monthly wages
	Disabled	70 per cent x 80 monthly wages
	Death	60 per cent x 80 monthly wages + funeral cost IDR 2,000,000 (two million rupiah) + periodical benefit IDR 200,000 - x 24 months
	Death not due to work accident	IDR 10,000,000 + funeral cost IDR 2,000,000 + periodical benefit IDR 200,000 x 24 months
Death Insurance (DI)	Insurance given to employee's heirs	IDR 6,000,000 plus a IDR 1,500,000 funeral cost and a periodical benefit of IDR 200,000 for 24 hours

<sup>13</sup> Please see [www.jamsostek.co.id/content/1.php?mid=3&id=17](http://www.jamsostek.co.id/content/1.php?mid=3&id=17) for more information.

	Type	Total Benefits – 2008
Old Age Insurance (OAI)	Pension	Jamsostek membership for at least 5 years (if no longer employed) plus a grace period of 6 months Almost pension age Death or disability Transferred as Civil Service Return to home country (for foreign employees)
	Medical Service	Primary out-patient treatment, ongoing out- patient treatment, in-patient treatment, pregnancy examination and childbirth (childbearing cost IDR 400,000 per child), diagnostic support, special care, accident & emergency
Health Insurance (HI)		Spectacles IDR 150,000 Visual or hearing aid IDR 300,000 Prosthetic teeth IDR 250,000 Prosthetic arm IDR 350,000 Prosthetic leg IDR 500,000



# Annex 6: OSH risks in the construction sector

## adapted from ILO SAFEWORK

There is a wide variety of jobs in the construction industry, including but not limited to Brickmasons, Stonemasons, Tile setters, Carpenters and Roofers, Electricians, Painters, Plasterers, Plumbers and Pipefitters, Concrete and terrazzo finishers, Crane and tower operators, Truck and tractor equipment operators and Demolition workers.

Construction workers are in general exposed to a wide variety of health hazards on the job. Exposure to hazards differs from trade to trade, job to job, day to day, even by the hour. Exposure to any one hazard is typically intermittent and of short duration, but is likely to reoccur. A worker may not only encounter the *primary hazards* of his or her own job, but may also be exposed as a *bystander* to hazards produced by those who work nearby or upwind.

This pattern of exposure is a consequence of having many employees with jobs of relatively short duration and working alongside workers in other trades generating other hazards. The severity of each hazard depends on the concentration and duration of exposure for that particular job. As in other jobs, hazards for construction workers can be classified into four types: chemical, physical, biological and social.

### I. Chemical hazards

Chemical hazards include certain types of dusts, fumes, mists, vapours or gases inhaled, chemicals in liquid or semi-liquid state (i.e. glues or adhesives, tar) or powders (i.e. dry cement) in contact with the skin and/or ingested with food or water.

Several illnesses have been linked to construction trades, including: silicosis among sand blasters, tunnel builders and rock drill operators; asbestosis (and other diseases caused by asbestos) among workers exposed to asbestos; bronchitis among welders, skin allergies among workers who work with cement; neurologic disorders among painters and others exposed to organic solvents and lead.

Death rates from cancer among asbestos insulation workers, roofers, welders and some woodworkers are high. Lead poisoning occurs among bridge rehabilitation workers and painters and heat stress (from wearing full-body protective suits) among hazardous-waste clean-up workers and roofers. White finger (Raynaud's syndrome) is found among certain jackhammer operators and other workers who use vibrating drills (i.e. stopper drills among tunnellers).

Alcoholism and other alcohol-related diseases are more frequent than expected among construction workers. Specific occupational causes have not been identified, but it could be related to stress resulting from lack of control over employment prospects, heavy work demands or social isolation due to unstable working relationships.

### II. Physical hazards

Physical hazards are present in every construction project. These hazards include noise, heat and cold, radiation, vibration and barometric pressure. Construction work must often be done in extremely hot, windy, rainy, foggy weather or at night. Ionising and non-ionising radiation is encountered, as are extremes of barometric pressure.

The machines and all sorts of engines that have transformed construction work into an increasingly mechanised activity have also made it increasingly noisy. It affects not only the person operating a noise-making machine, but all those close-by and not only causes noise-induced hearing loss, but also masks other sounds important for communication and safety.

Workers using pneumatic hammers, many hand tools, earth-moving and other large mobile machines are also subject to segmental and whole-body vibration.

Heat is generated by (a) the weather, (b) some specific tasks like heating pots of tar, (c) a work position beside a hot engine, or within an enclosed cab with windows and without ventilation, or an open cab with no roof, (d) wearing protective gear that does not allow for evacuation of metabolic heat.

Strains and sprains are among the most common injuries for construction workers. These and many chronically disabling musculoskeletal disorders (such as tendinitis, carpal tunnel syndrome and low-back pain) occur as a result of either traumatic injury, repetitive forceful movements, awkward postures or overexertion. Falls due to unstable footing, unguarded holes and falls from scaffolding and ladders are very common.

### III. Biological hazards

Biological hazards include exposure to infectious microorganisms, toxic substances of biological origin or animal attacks. Excavation workers, for example, can develop histoplasmosis, an infection of the lung caused by a common soil fungus. They can also spread this infection to other workers not undertaking this task. Workers may also be at risk of malaria, yellow fever or Lyme disease if work is conducted in areas where these organisms and their insect vectors are prevalent.

Attacks by animals are rare but may occur whenever a construction project disturbs them or encroaches on their habitat. This could include wasps, hornets, fire ants, snakes and many others. Underwater workers may be exposed to shark attacks or attacks by other fish.

### IV. Social hazards

Social hazards stem from the social organisation of the industry. Employment is intermittent and constantly changing, therefore control over many aspects of employment is limited because construction activity depends on many factors over which construction workers have no control, such as the state of an economy or the weather. The same factors can cause intense pressure to become more productive. Since the workforce is constantly changing and with it the hours and location of work, since many projects require living in work camps away from home and family, construction workers may lack stable and dependable networks of social support. Features of construction work such as heavy workload, limited control and limited social support are the very factors associated with increased stress in other industries. These hazards are not unique to any trade, but are common to all construction workers in one way or another.

## Annex 7: Managing Conflicts handout

Steps	Do	Don't	Examples of Things to Say
<p><b>Recognise and acknowledge that you are angry.</b></p>	<p>Tell yourself that anger is a normal human feeling and that it is okay to be angry.</p>	<p>Fear, deny or reject your anger, feel guilty or apologise for it. "Re-live" the incident over and over again. Become aggressive.</p>	<p>Say to yourself: "It's okay for me to feel angry sometimes. It's not okay to be violent or abusive."</p>
<p><b>Try to understand the other person's perspective and/or what he or she intended.</b></p>	<p>Try to stay calm and non-threatening. Tell the other person how his or her behaviour makes you feel. Show you are listening and trying to understand. Try to decide if the other person is deliberately trying to make you angry.</p>	<p>Jump to conclusions about what you think the other person wanted. React before you have all the facts. Make less, or more, of the incident until you have as much information as possible. Ignore the other person's needs.</p>	<p>Say to the other person: "When you told me yesterday that I didn't understand your point, I felt like you were suggesting I didn't know what I was talking about. Is that how you feel?"</p>
<p><b>Decide what to do with your anger.</b></p>	<p>Consider the risks and advantages of expressing your anger directly to the other person. Determine the consequences of you speaking up. Consider the risks and advantages of expressing your anger indirectly, to a friend, for example. Consider the risk of not expressing it at all.</p>	<p>Forget to consider both short-term and long-term consequences. Forget to reflect on how much power the other person has over your job security or satisfaction. Forget to consider the consequences on your physical and mental health.</p>	<p>Say to yourself: "How reasonable is this person? Can they make my life miserable if they don't like what I have to say?"          "Is it better to talk directly or blow off steam some other way?"          "Is it healthy to keep my anger to myself?"          "Will it get worse?"</p>

## Annex 8: Handout – What are collective agreements?<sup>14</sup>

Collective agreements are defined as written agreements regarding working conditions and terms of employment concluded between one or more employers or employer organisations on the one hand, and one or more representative worker organisations or duly elected representatives of the workers on the other.

Over the years, collective agreements around the world have come to cover a range of topics which, depending on the country, may include wages, working time, work organisation, recruitment, restructuring, safety and health as well as training and education (including lifelong learning). Issues related to gender and non-discrimination, as well as family issues such as parental leave, have also been topics for bargaining.

Collective agreements are also used to institutionalise grievance procedures and dispute settlement methods as well as to prevent strikes. However, pay and working time remain the core issues in most cases.

An expanding topic for collective bargaining has been compromise packages in case of crisis involving trade-offs agreed by the unions in exchange for commitments by employers to retain production and jobs at existing sites. In such packages concessions may be agreed as regards wage increases, working hours and certain other benefits in exchange for job security.

The level of collective bargaining, whether at the sector or enterprise level, is likely to vary, depending on the wishes of the parties, as well as the degree of consensus achieved on what should be negotiated and at which level. In reality, a number of different trends coexist.

In Indonesia, collective agreements are negotiated by the employer and workers unions, or a coalition of workers unions, or a proportionally representative negotiating team that has 50 per cent + 1 of the workers represented. Their outcome cannot include entitlements for the workers lower than those included in national law. Collective agreements last two years and can be renewed for at least a year by mutual consent. If there is no agreement, the previous collective agreement remains in force.

Collective agreements remain in force until their end date, in spite of the possible dissolution of the trade union, or the possible transfer of ownership of the company. After its end date, the collective agreement cannot be replaced by company regulations if there is still a union in the company; in case there is no longer a union and if the company regulation has replaced the previous collective agreement, its provisions cannot be less favourable to the workers than the previous collective agreement. When there is a merger between two companies with collective agreements, the collective agreement with the more favourable terms for the workers is valid.

For example, FSPSI and P.T.Vonex in Bandung reached a Collective Agreement in 2000. A bargaining team, comprised of five management and five union representatives, negotiated a collective agreement at P.T. Vonex, a textile company in Bandung, Indonesia. FSPSI is the sole union in the company and has represented workers since the company's founding 26 years ago. The company says it has never laid off any workers, although some workers have resigned, and there has never been a strike in the company's history.

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<sup>14</sup> **Freedom of association in practice: Lessons learned.** Global Report under the follow-up to the ILO Declaration on Fundamental Principles and Rights at Work. Report of the Director-General, 2008.

([www.ilo.org/global/What\\_we\\_do/Publications/ILOBookstore/Orderonline/Books/lang--en/docName--WCMS\\_096122/index.htm](http://www.ilo.org/global/What_we_do/Publications/ILOBookstore/Orderonline/Books/lang--en/docName--WCMS_096122/index.htm))

**Promoting Democracy and Peace Through Social Dialogue: A Study of the Social Dialogue Institutions and Processes in Indonesia**, Peggy Kelly, ILO 2002.

The collective agreement is reviewed every two years by workers and management, but it is only revised if the parties deem it necessary. Workers do not ratify the agreement, but the union bargaining team keeps members informed of developments during each step of the negotiations.

If negotiations become difficult, management will invite the government to act as a mediator, or will take the negotiations to another site to help dispel tensions. All agreements have to be registered with the Ministry of Manpower and Transmigration and the Ministry must also sign its approval (as a witness) of the collective agreement.

The terms of the collective agreement for 2000-2002 include the following components:

1. Code of conduct for employees
2. Facilities for trade unions
  - a. check-off system for dues collection
  - b. provision of office and equipment for the union
3. Working relations
  - a. requirements for employees
  - b. probationary period
  - c. minimum and maximum age of workers
  - d. termination of work based on illness
  - e. responsibilities of employees in the company
  - f. incentive bonus system
4. Working hours and days of work
  - a. three shifts of 8 hours a day each
  - b. 40-hour work week – three days on, one day off
  - c. minimum 12 days paid leave a year
5. Wages
  - a. 389,500 rupiah is the minimum wage for Bandung
  - b. 422,000 rupiah is the minimum salary at the company
  - c. salary based on inflation rate in Bandung
6. Health and social security
  - a. on-site clinics
  - b. health insurance
  - c. life insurance
  - d. workers' compensation is provided through Jamostek
7. Equipment
  - a. workers' uniforms provided
  - b. workers' helmets, goggles and other safety gear provided
8. Code of order for employees
  - a. rules regarding the beginning and end of shifts
  - b. sanctions for not obeying the rules
    - i. begin with verbal notice
    - ii. proceed to written notice
    - iii. followed by a warning
    - iv. suspension
    - v. dismissal
  - c. the union has a team to help workers wishing to contest a sanction.
9. Grievances
  - a. discuss grievances informally between management and workers (there is no formal grievance procedure)
  - b. an annual retreat is held so that employees and management can get together in an open forum and air their grievances