

# Environmental and Social Impact Assessment Report (ESIA) — Appendices 4, 5, 6 and 7

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## INO: Eastern Indonesia Renewable Energy Project

Prepared by ESC for PT Energi Bayu Jenepono (EBK) (Republic of Indonesia)

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Appendix 4

# Grievance Tracking and Resolution Mechanism



DATE  
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DEPARTMENT

Page

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ESG

1 of 14

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**PT ENERGI BAYU JENEPONTO  
TOLO I WIND FARM PROJECT**

An Affiliate of

**REDAYA ENERGI INDONESIA**

**GRIEVANCE MECHANISM  
PROCEDURE**

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AMENDMENT SUMMARY

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**TABLE OF CONTENTS**

**FIGURES ..... I**

**1 SCOPE ..... 2**

**2 OBJECTIVE ..... 2**

**3 REFERENCES ..... 2**

**4 DEFINITIONS..... 3**

**5 ROLES AND RESPONSIBILITIES ..... 4**

**6 PROCEDURES ..... 5**

**6.1 DEVELOP A SPECIFIC PROJECT-LEVEL GRIEVANCE MECHANISM ..... 5**

**6.2 PUBLICIZE THE GRIEVANCE MECHANISMS ..... 6**

**6.3 RECEIVING AND KEEPING TRACK OF COMMUNICATIONS AND GRIEVANCES ..... 7**

**6.4 REVIEW AND INVESTIGATE..... 7**

**6.5 DEVELOPING RESOLUTION OPTIONS ..... 8**

**6.6 CLOSE-OUT REPORT..... 8**

**6.7 MONITORING, REPORTING AND EVALUATING..... 9**

**7 DOCUMENTATION AND RECORD KEEPING ..... 9**

**7.1 DOCUMENTS: ..... 9**

**7.2 RECORDS:..... 9**

**FIGURES**

Figure 6-1 *Grievance Mechanism Cycle* ..... 5

## **1 SCOPE**

The content of this Grievance Mechanism procedure applies to PT. Energi Bayu Jeneponto (EBJ) operations and project locations. The procedure also applies to EBJ's development partners and external contractors working on EBJ's behalf.

The procedure enables the project to deal with the communities' issues in a way which is compliant with the IFC's Performance Standards. A Grievance Mechanism is explicitly needed in the matters of Community Health, Safety and Security (Performance Standard 4), Land Acquisition and Involuntary Resettlement (Performance Standard 5) and adverse impacts on Indigenous Peoples (Performance Standard 7) and shall be implemented with regards to those matters.

A Grievance Mechanism should be in place throughout the entire project cycle, beginning with the planning phases and continuing through construction and operations, until the end of the project life.

## **2 OBJECTIVE**

The objective of this procedure is to create a Grievance Mechanism Framework that aims to:

- Increase trust and improve communication between EBJ and external stakeholders through established, legitimate and transparent channels
- Establish and maintain a publicly available easily accessible channel for stakeholders to contact EBJ in case of, but not limited to, feedbacks, inquiries, concerns and formal grievances.
- Implement an effective mechanism to manage the issues and concerns of the stakeholders that is:
  - I. Scaled and proportional to risk and adverse impacts anticipated to affect the communities
  - II. Designed to take into account culturally appropriate ways of handling community concerns
  - III. Clear and understandable, accessible to all segments of the affected communities at no cost
  - IV. Transparent and accountable
  - V. Preventing retribution and does not impede access to other remedies
- Minimize concerns and inquiries through a proactive communication and grievance resolution strategy
- Settle issues in a locally-based, simplified and mutually beneficial way within the framework of the company-community relationship, while recognizing the right of complainants to take their grievances to a formal dispute body or other external dispute-resolution mechanisms

## **3 REFERENCES**

In implementing a Grievance Mechanism, EBJ is committed to carefully adhere to applicable Indonesian law, local cultural circumstances and best practices.

**GRIEVANCE MECHANISM PROCEDURE**

EBJ also complies with international guidelines with regard to the nature of external communications and grievances. Specifically, EBJ will use the IFC’s Good Practice Note: Addressing Grievances from Project-Affected Communities and the IFC’s Performance Standards related to Grievances Mechanisms as the leading guidelines in the process.

**4 DEFINITIONS**

Accountable Party	A person or organization that is required to justify actions or decisions and to take responsibility for the effects of such actions or decisions
Project Affected People (PAP)	Local people that affected by the project in a direct way during development, construction, operations and / or decommissioning.
External Stakeholders	A party such as a customer, supplier that influences and is influenced by an organization without being one of its members
Grievance	A concern or grievance raised by an individual or a group within communities affected by company operations relating to either real or perceived impacts of a company’s operations
NGO	Non-Governmental Organization
Project-level Grievance Mechanism	A process for receiving, evaluating and addressing project-related grievances from affected communities at the level of the project
Third Party	A party who is not one of the two main parties involved in an agreement and does not have a stake in the project

**5 ROLES AND RESPONSIBILITIES****EBJ Stakeholder and Community Liaison Officer:**

The Community liaison officer shall:

- Provide inputs on the adaptability of the mechanism to be culturally acceptable;
- Reach out to community members or religious leader;
- Publicize the mechanism so that the entire community, with no discrimination, is aware of the mechanism.

**Project Grievance Redress Team:**

For each project under the EBJ operation, a Grievance Redress Team shall be established. This team whose financial and human resources will depend of the size of the communications and grievances expected shall:

- Develop, establish and maintain project-level grievance mechanism that is accessible to the population in their native language and adapted to the project characteristics;
- Receive, register and provide a formal confirmation for all external communications, grievances and requests for information from the public;
- Screen and assess the importance of the issue raised and determine how to address it;
- Investigate and determine resolutions;
- Provide, track, document and publish responses;
- Monitor and evaluate the fulfillment of agreements achieved through the grievance mechanism.

**Project Manager/Senior Management:**

The Project Manager shall:

- Adjust the management program when appropriate taking the recurrent grievances into account.

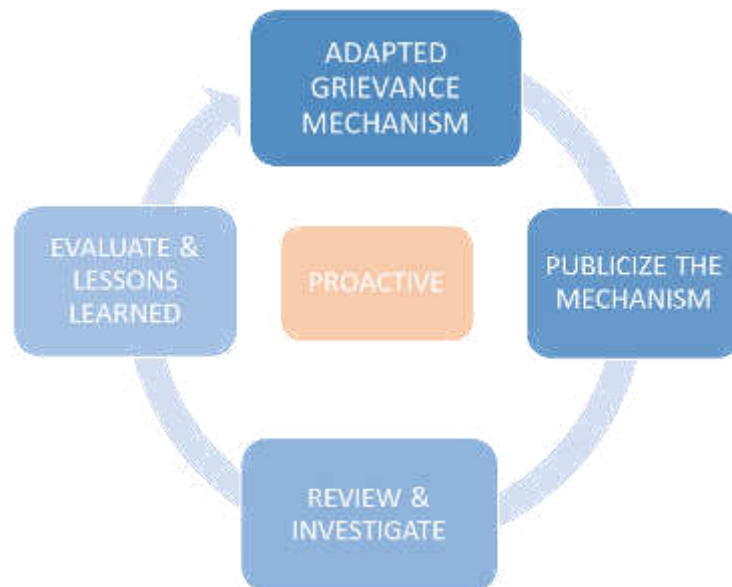
The Senior Management shall:

- Be involved only in case of complicated decisions. For the grievance mechanism to be the most unbiased, the project team and the grievances unit should be separate functions;
- Be responsible for strategic oversight of grievance management;
- Have final responsibility to ensure that commitments to affected communities are met.



## 6 PROCEDURES

Based on IFC's Performance Standards, EBJ shall implement and maintain a procedure for external communications to be screened and assessed; and grievances to be received and resolved. The mechanism has to be i). Proportional; ii). Culturally Appropriate; iii). Accessible; iv). Transparent and Accountable and have v). Appropriate Protections. The figure below describes EBJ grievance mechanism cycle.



**Figure 6-1** *Grievance Mechanism Cycle*

### 6.1 Develop a specific project-level Grievance Mechanism

The resource allocated to a grievance mechanism is determined by the extent a project will impact and interact with communities. Therefore, for each project, the grievance mechanism has to be adapted to the characteristic and size of the project (Proportional) and to the cultural specificities (culturally appropriate). To scale the mechanism to the expected risk and adverse impact on affected communities, EBJ shall:

- Analyze the risk and adverse impacts the project is anticipated to have on affected communities. The development of the grievance mechanism has to consider a range of management measures to comply with the IFC Performance Standards that are identified within the Environmental and Social Impact Assessment (ESIA). It will then enable EBJ to adjust the grievance mechanism's human and financial resources to the expected level of communications and grievances the project would generate. Information disclosure and stakeholder consultations with communities are crucial to

## **GRIEVANCE MECHANISM PROCEDURE**

shape a specific approach that would be acceptable to communities to raise and resolve grievances;

- As part of the Social and Environmental Assessment for a project, analyze the culturally appropriate way of handling community concerns considering for example, but not limited to, the segregation of roles and responsibilities, women's participation and hierarchical societies. Therefore, EBJ shall ensure that the design of the mechanism is responsive to gender, includes disadvantaged or marginalized groups' concerns. EBJ shall have clear procedures that make filing grievances easy for communities with various levels of literacy and access to infrastructure;
- Establish a way for stakeholders to contact EBJ in an openly way or anonymously to ask their questions, to express their concerns or to file a grievance (e.g. through website, email address and SMS Grievance Center);
- As part of the stakeholder assessment and analysis, identify and involve local/community/religious leaders, locally-based NGOs or other recognized and trusted entity within the community to improve transparency, trust and accessibility. If the community leaders do not represent the interests of all community groups (e.g. disadvantaged and marginalized groups), EBJ shall make additional efforts to reach out to these groups; and
- Monitor and evaluate the level of communication and grievances received and adjust the resources allocated and the level of detail for grievance mechanism procedure throughout the project cycle if necessary.

### **6.2 Publicize the Grievance Mechanisms**

A grievance mechanism shall be established proactively early in the project development as a measure to preempt rather than react to escalation of tensions with surrounding communities. For the mechanism to be perceived as trustworthy and transparent, local communities have to understand the process and accept it. For this purpose, affected communities must be aware and understand the mechanism's benefits to them. Thus, EBJ shall:

- Decide of a concrete timeline early in the project development to publicize the mechanism.
- Develop an awareness campaign strategy adapted to the communities' culture (e.g. women's participation, hierarchical society), literacy and education levels, and the local language to reach out to all stakeholders without discrimination.
- After analyzing the best way to communicate with all stakeholders, the mechanism can be publicized through, but not limited to, meetings, printed material, website, information walls or a third party.
- Localize and communicate the points of contact (venues, locations, staff and contact information).

### **6.3 Receiving and Keeping Track of Communications and Grievances**

Once communities are aware of the mechanism and access it to raise grievances, EBJ shall:

- Acknowledge with a formal confirmation the collected grievances, record them, register them and track them throughout the processing cycle, providing status updates to the complainants. Even in the case of oral grievance/communication received face-to-face, EBJ's staff/contractor shall be in charge to write down the grievance and provide a formal confirmation to keep track of all communications from the least to the most formalized. All grievances should be recorded using the EBJ Log as presented in Appendix A of this procedure. A centralized grievance log and tracking system will equip EBJ to identify, understand and address vulnerabilities in project implementation.
- If the claim is clearly outside the scope of the mechanism, propose alternative avenues the community can use to address these potential issues (e.g. grievances constituting criminal activity and violence, labor-related grievances, commercial disputes, issued related to governmental policy and government institutions).

### **6.4 Review and Investigate**

All grievances and communications have to undergo some degree of review and investigation. However, depending on the type of communication and its clarity, the amount of time and investigation will depend. Therefore, EBJ shall:

- Analyze the grievance and classify it as
  - A Simple Grievance in case of minor and straightforward issues that can be handled easily by providing information on the spot or referring the person to community liaison personnel, or
  - A Complex Grievance if it is a less clear, more problematic issue or a group grievance.
- Provide a thorough and fair process of all communication reviews developing a clear list of tasks and outcomes that an investigation is expected to achieve (develop an investigation plan, assess the needs for safety and confidentiality, collect evidence and produce an investigation report).
- When the grievance needs a more detailed review prior to action, staff involved may need to seek advice internally and in some cases even seek support from a third party and involve the senior management and project managers. Furthermore, EBJ shall conduct, when necessary, meetings with the complainants and visit the site to gather evidences for a thorough review.

## **6.5 Developing Resolution Options**

Once the grievance review and investigation is over, resolution options can be developed taking into consideration community preferences, project policy, past experience, current issues and potential outcomes. EBJ shall:

- After a thorough review, if the grievance is rejected, provide an answer to the complainant that advises the complainant of the findings and outcome with a comprehensive explanation on why it was rejected. The answer shall be respectful and presented in a culturally acceptable way.
- If the grievance is accepted:
  - EBJ shall propose a solution resolving the issue unilaterally.
  - If it is not accepted by the complainant, EBJ and the complainant shall try to reach a solution through negotiation or discussion finding a solution bilaterally.
  - If they are not able to find a solution bilaterally, then a third party can be invited or EBJ shall approach the resolution process through a traditional or customary practice.
  - EBJ shall make sure all alternatives within the company-community framework are explored before referring to external mechanisms.
  - The response procedure in case the claim is accepted shall include a preliminary response presenting the next steps, a concrete timeline; and a final response documenting the proposed resolution.
- When the final response is accepted by both parties, record all evidence of negotiation efforts or corrective actions taken, signed agreements and acceptance by the complainants to keep track of all grievances and resolutions. Once a grievance has been resolved, the complainant shall be invited to give feedback about the resolution process and asked to indicate their level of satisfaction with the mitigation measures once such measures have been implemented.

## **6.6 Close-out Report**

Close-out reports are generated upon completion of the grievance resolution process. EBJ will prepare standard close-out reports as forms for each project. Close-out reports should:

- Contain details of the duration of time it took for each step of the grievance resolution process;
- List resolution measures agreed upon and describe the implementation process;
- Provide an evaluation of the resolution process by the Grievance Redress Unit;
- Provide the feedback of the complainant on the resolution process;
- If appeals were registered, indicate the cause for dissatisfaction with the implementation of the initial resolution measures and explain what was done differently during the appeals resolution process; and
- Reflect on lessons learned.

## **6.7 Monitoring, Reporting and Evaluating**

Monitoring and reporting are tools for measuring the effectiveness of the mechanism. EBJ shall:

- Analyze and determine through the monitoring system broad trends and recurring problems so that EBJ can resolve proactively points of contention tracking grievance statistics to ascertain effectiveness.
- Adapt the mechanism to correct inefficiencies. The grievance mechanism being shaped at the beginning of the project may need to be adjusted along the project cycle to adapt to new grievances or different types of communication. It shall be flexible enough to incorporate new issues through ongoing adjustments to the mechanism.
- Use the monitoring results to report back to the community to ensure continual proactive communication translating lessons learned from its monitoring to concrete policy and practice changes for the company.

## **7 DOCUMENTATION AND RECORD KEEPING**

The following documents shall be developed and used for the purpose of a comprehensive external communications and grievance mechanism:

### **7.1 Documents:**

- Risk and Adverse Impact Analysis identified in the Environmental and Social Impact Assessment or Environmental Management Plan (EMP)
- Stakeholder Engagement Plan

The following documents shall be kept on file during the whole project cycle:

### **7.2 Records:**

- Grievance log
- For all communications and grievances:
  - Grievance or official grievance
  - All status updates
  - All communications formal or informal between both parties
  - If meetings: minutes and attendance lists
  - Resolution agreement

## APPENDIX 1: FORM GRIEVANCE

Last Updated : January 2017

### LOG GRIEVANCE

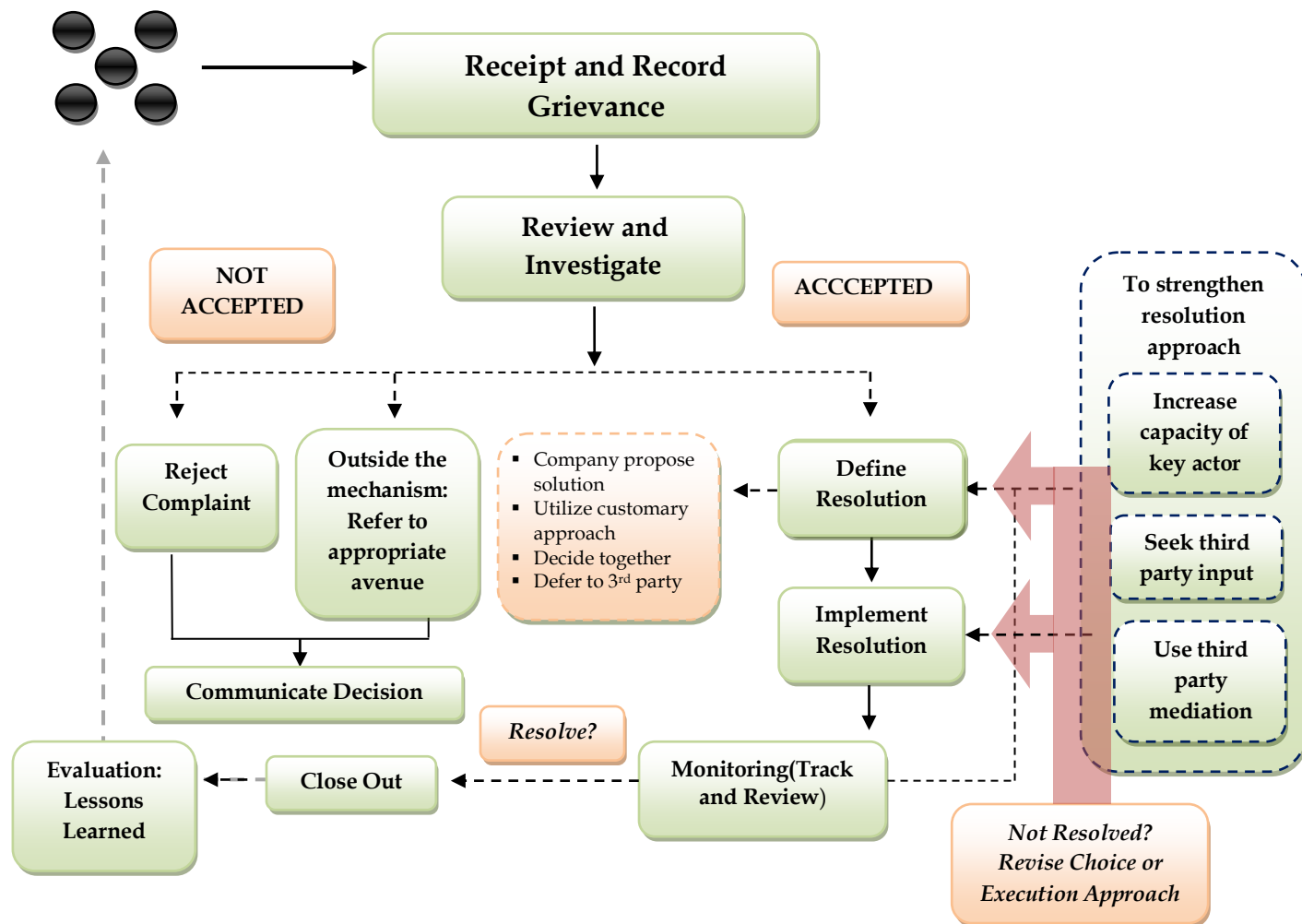
1	Nomor identifikasi	ex : EBJ-ESHS-FORM-GL- <i>grievance number</i>
2	Rincian Komplain/Grievance	
2.1	Kapan terjadi	
2.2	Dimana terjadi	
2.3	Bagaimana terjadi dan siapa yang terlibat	
2.4	Keterangan dari pihak yang komplain dan harapan yang ingin di capai	
2.5	Tanggal Grievance di catat	
2.5	tempat/metode grievance diterima	
3	Profil dari pihak yang mengeluh/komplain	
3.1	Jenis kelamin	
3.2	Usia	
4.	Informasi kontak	
4.1	Tidak bernama (anonim) (Y/N)	
4.2	Telpon	
4.3	Email	
4.4	Alamat	
5	Grievance diterima? (Y/N)	
5.1	Grievance DITOLAK	
5.1.1	Tindakan lebih lanjut	<p>Telah jelas tidak terkait dengan aktivitas dari kegiatan proyek – ditolak</p> <p>Grievance berkaitan dengan tenaga kerja – transfer ke HR</p> <p>Berkaitan dengan kebijakan oemerintah - transfer kepada pihak yang berkaitanto authorities</p> <p>Lainnya:</p>

**GRIEVANCE MECHANISM PROCEDURE**

5.1.2	Pihak yang mengeluh diberitahu? Y/N	
5.1.3	Metode pemberitahuan	
5.1.4	Tanggal penyelesaian	
5.2	Grievance DITERIMA	
5.2.1.	Kategori grievance	Lingkungan
		Kesehatan, Keselamatan, dan Keamanan
		Sosial
		Lahan
		Lainnya
5.2.2	Photo/dokumentasi sebagai bukti	
5.2.3	Contoh penyelesaian	Pertama : Internal – Personnel yang bertanggung jawab/divisi
		Kedua : Multi stakeholder
		Ketiga : melibatkan pihak ke-tiga – Pemerintah/mediator independen
5.2.4	Resolusi/Tindakan yang dilakukan	
5.2.5	Pihak pengeluh diberitahu? Y/N	
5.2.6	Metode Pemberitahuan	
5.2.7	Pihak pengeluh puas atau tidak	
5.2.8	Photo dan dokumentasi sebagai bukti penyelesaian	
5.2.9	Sumberdaya yang di habiskan	
5.2.10	Tanggal penyelesaian	
5.2.11	Hari dari grievance di terima sampai di selesaikan	

## APPENDIX 2: Receiving and Keeping Track of Communications and Grievances Flowchart

AFFECTED PEOPLE





Appendix 5

# Community Development Plan



**PT ENERGI BAYU JENEPONTO**  
**72 MW TOLO I WIND FARM PROJECT**  
**COMMUNITY DEVELOPMENT PLAN**



October 2017

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This Community Development Plan (CDP) is prepared by PT Energi Bayu Jeneponto (“EBJ” or the “Company”). This CDP is intended as an instrument to mitigate impacts resulted from land acquisition process to the landowners and sharecroppers who are considered vulnerable. The document comprises a set of assessment and analysis through socio-economic census conducted landowners and sharecroppers. The main objective is to ensure that the impacts can be mitigated so that the livelihood of the vulnerable group can be enhanced after the implementation of this CDP.

**Document REVISION Control**

**Document Signoff** [CONFIDENTIAL INFORMATION DELETED]

Nature of Signoff	Person	Signature	Date	Role
Prepared by				ESG Officer (EBJ)
Reviewed by				ESG Manager (EBJ)
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## Contents

1	Background .....	1
1.1	Introduction .....	1
1.2	Project Setting and Timeline .....	1
1.3	Land Acquisition .....	4
1.3.1	Land Acquisition Procedure .....	4
1.3.2	Land Acquisition Outcomes .....	7
2	Socio-Economic Census.....	11
2.1	Socio-Economic Census Methodology .....	11
2.1.1	Preparation .....	11
2.1.2	Training .....	11
2.1.3	Interview .....	12
2.1.4	Data Processing.....	13
2.2	Socio-Economic Result .....	13
2.2.1	Overview .....	13
2.2.2	Landowners.....	13
2.2.3	Sharecroppers .....	16
2.2.4	Vulnerable Group.....	18
3	Community Development Plan .....	24
3.1	Equis CSR Policy .....	24
3.1.1	Key Values of Equis CSR Policy .....	24
3.1.2	Focus Area .....	25
3.2	Target Beneficiaries .....	26
3.3	CDP Implementation.....	26
3.3.1	Community Development Program Undertaken to Date .....	26
3.3.2	Proposed Activity .....	27
3.3.3	Budget .....	34
3.3.4	Responsibility and Institutional Framework .....	34
3.3.5	Stakeholder Engagement Plan .....	35
3.3.6	Grievance Mechanism.....	35
3.4	Monitoring and Evaluation .....	35
4	Appendixes.....	36

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4.1	Appendix 1 – Documentation of community development training.....	36
4.2	Appendix 2 – Documentation of CSR activities.....	36

## 1 Background

### 1.1 Introduction

Equis Energy is a dedicated renewable energy developer and asset manager established with the aim of constructing and owning 1,000 MW of wind, solar, and hydropower assets in Indonesia. Equis Energy was formed in 2015 with a vision to be Indonesia's leading developer and owner of wind and solar power plants. Equis Energy is based in Jakarta and has established regional offices in its project areas.

Equis Energy through its Special Purpose Vehicle (SPV) company, PT Energi Bayu Jeneponto (EBJ) aims to develop and operate a 72 MW wind farm in order to supply power to the South Sulawesi grid. Recent policy decisions by the Government of Indonesia (GoI) have encouraged significant power investment in Indonesia, including for renewable energy. As such the Project has in part been developed to take advantage of these opportunities, while also supplying clean renewable power to the local market.

Land acquisition for the Project which involved almost 500 landowners has been completed in September 2017. All the land needed for the Project components amounting to 44 hectares has been secured through willing buyer – willing seller arrangement. Most of the land purchased for the Project is not considered as agriculturally productive, relying mostly on rain for water source with a maximum one harvests a year.

Considering the nature of land acquisition process for Tolo Wind Farm that involved hundreds of landowners, this Community Development Plan is prepared as a measure to mitigate impacts that might be caused by land acquisition process. However, there is no involuntary resettlement triggered by the Project, so there is no physically and/or economically displaced landowner caused by the Project.

Socio-economic census has been conducted to the landowners, from which the Project is able to determine the vulnerable group that include landowners who are earning below poverty line<sup>1</sup>, landowners who do not have income outside farming, and household with handicapped and/or old members. This vulnerable group will be the priority for actions set in this CDP.

### 1.2 Project Setting and Timeline

Tolo Wind Farm covers eight villages in four districts in Jeneponto Regency, South Sulawesi. Those are Empoang and Empoang Utara villages in Binamu district; Kayuloe Timur, Kayuloe Barat, Parasangan Beru, and Bontomatene villages in Turatea district; Maccini Baji village in Batang district; and Kalumpang Loe village in Arungkeke district.

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<sup>1</sup> According to ADB Papers on Indonesia dated October 2015, Indonesia's national poverty line is set at consumption outlays of IDR 302,735 (US\$25) – about 82 cents a day.

The main Project components and associated facilities include turbine towers with generator and propeller, access roads, and local electricity network together with the connection to the electricity grid. These components detail as follows:

- 20 turbine towers with a height of 135 meters;
- Propeller rotor with a length of 63.5 meters;
- Turbine tower site with crane hardstand area (about 44 x 144 meters each);
- Access roads of 14 km in length and about 5 to 8 meters in width (including road shoulders);
- Pooling substation;
- Operations and maintenance facilities (O & M facilities);
- 33 kV underground collector system connecting the turbines; and
- 150 kV overhead transmission line to PLN Jeneponto substation with a length of about 3.5 km.

The project layout is provided in Figure 1 below.

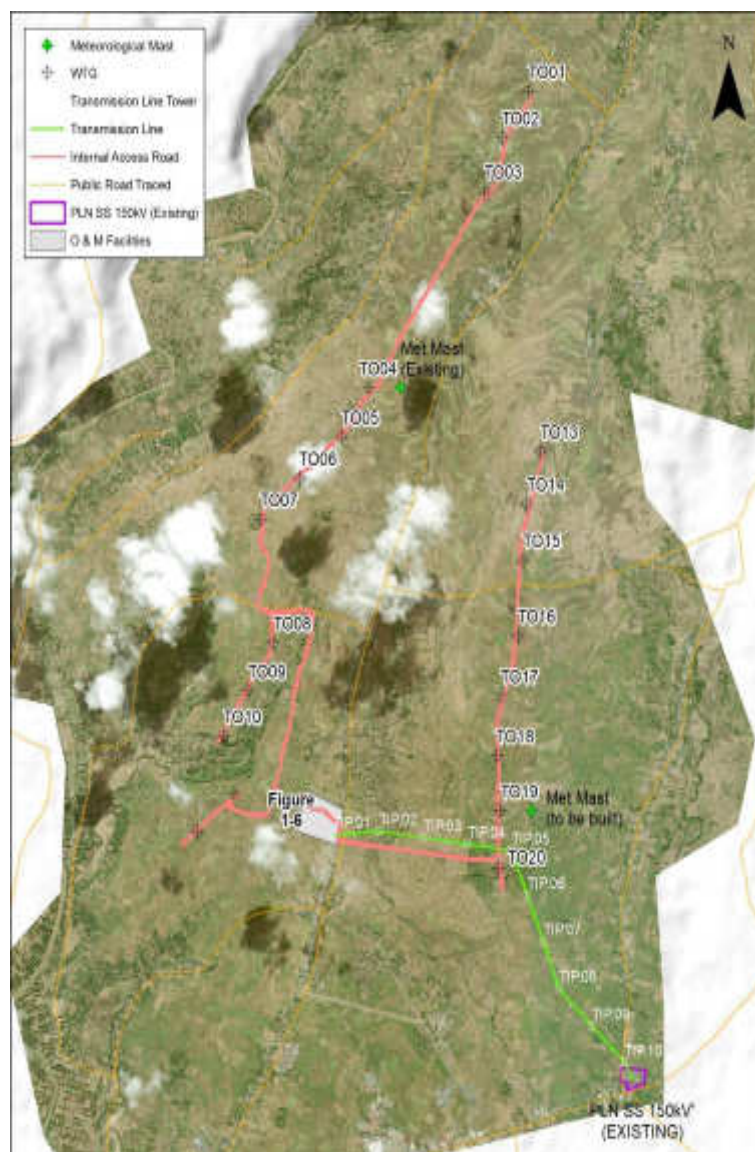


Figure 1 – Project layout

The pre-construction (development) phase which comprised of project planning, engineering, and land acquisition has been completed. The Project has commenced construction in June 2017 and the construction activities are scheduled for 12 months until wind farm commissioning in mid-2018. The wind farm will be operational for 30 years until 2048. Decommissioning is expected to begin in 2048, but the Project may continue to operate beyond this time.

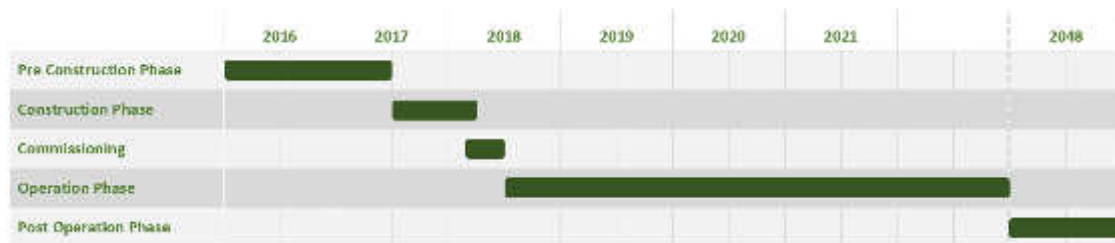


Figure 2 – Project timeline



### 1.3 Land Acquisition

#### 1.3.1 Land Acquisition Procedure

Land acquisition for renewable energy projects carried out by Equis Energy in Indonesia is conducted following the flowchart below:

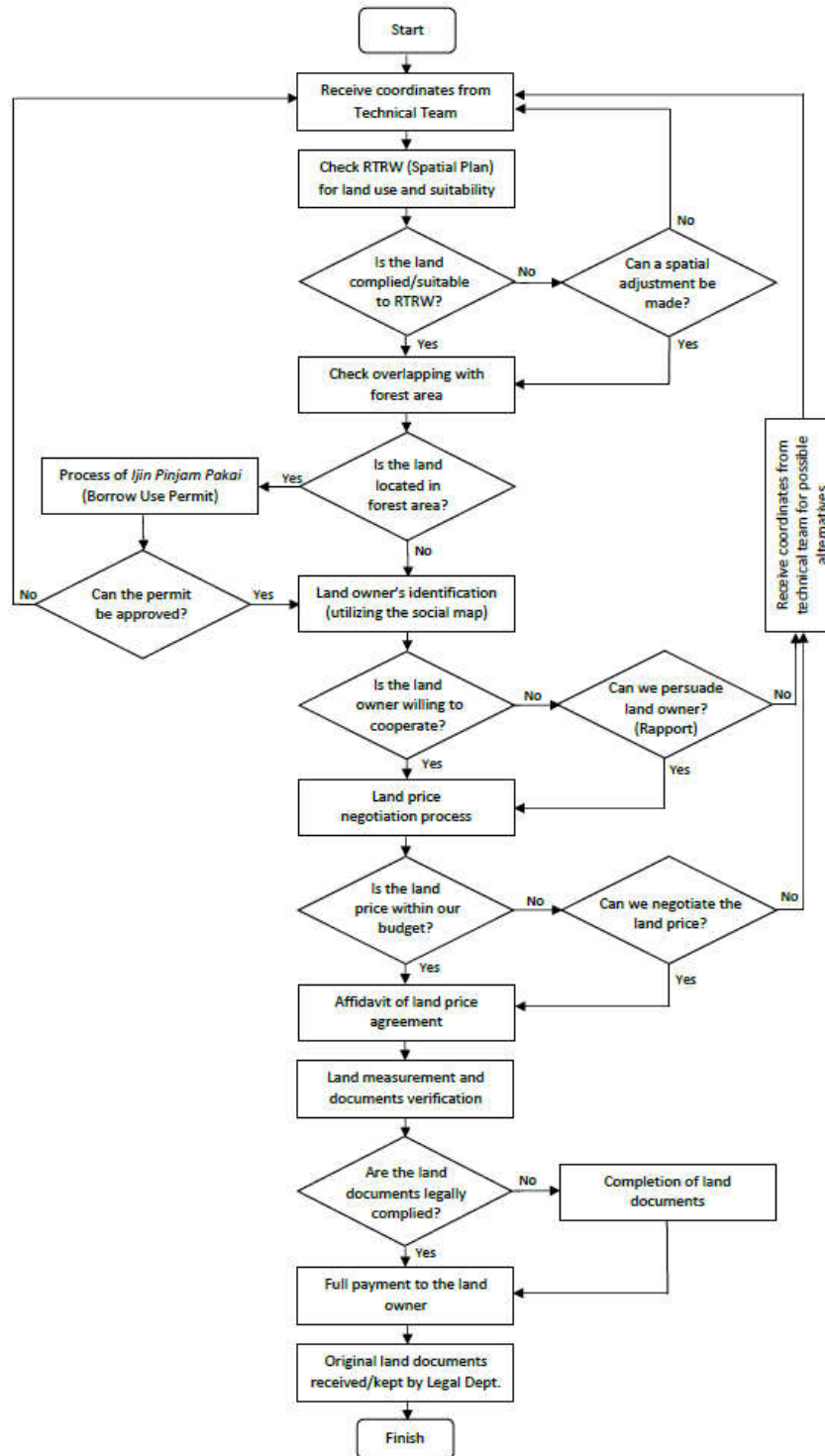


Figure 3 – Land acquisition flowchart

The process in the flowchart is detailed in the following:

*a. Receive coordinates from Technical Team*

The Technical Team provides the detail coordinates of the project area based on their desktop study. Since the study is based on the secondary data, it is possible that the project is located in an area that is not suitable for the project. In addition, the designated project area may have different land use with the Regional Spatial Plan.

*b. Check Regional Spatial Plan (RTRW)*

The project area must comply with the Regional Spatial Plan (RTRW). All permits required for the project refer to the spatial plan, otherwise no permits will be granted by the government. Therefore, it is critical that the Land Management Team checks with BAPPEDA (General Planning Office) and Spatial Planning Office (locally known as Dinas Tata Ruang – DTR). The Land Management Team is to ensure that the relevant regulations are complied, otherwise the coordinates must be revised. The Technical Team needs to find new coordinates.

*c. Land use and land suitability adjustment*

If the project area is not suitable, a spatial adjustment will be required to allow the project to move forward. The project development team shall submit a letter to Dinas Tata Ruang to obtain an approval for adjustment.

*d. Check overlapping with forest area*

The project area must also be checked to determine whether a forestry permit (locally known as Izin Pinjam Pakai Kawasan Hutan, abbreviated as IPPKH) is required. An application letter is to be submitted to Forest Area Conservation Center (locally known as Badan Pemantapan Kawasan Hutan, abbreviated as BPPKH) to know if the project is located in forest area or non-forest area (APL). BPPKH will then give a technical considerations report so that we can proceed.

*e. Process of Forestry Permit (IPKKH)*

If the project is in forest area, an application for forestry permit is to be submitted to the Ministry of Environment and Forestry. The permit is granted by the Minister. The process to obtain the permit is sometimes complicated and lengthy as it can take more than 1 year. The permit requires many documents and layers of approval before it is granted.

*f. Location Permit*

Location permit is an essential prerequisite to commencing land acquisition in Indonesia. A location permit allows a company to acquire the land needed for its operation, and serves as a license for the transfer of rights and for utilizing the land for its investment. The location permit is obtained from the Regent with jurisdiction where such land is located. Within 12-36 months after the issuance of the location permit, the company must purchase all the land requirement from its original owners. After the lapse of the period, the company can no longer purchase land, unless they apply for location permit renewal.

*g. Landowner's identification*

Once all the applicable permits have been obtained, all land use and suitability checking is completed, and that the project area is clear, land team needs to identify the landowners of the project area and obtain their data such as name, address, occupation, land certificate, land tax, etc. The land team needs to start establishing good relationship with the landowners. The relationship building is very critical to the project as it will have impacts on the future of the project. The land team is recommended to use the information gathered during social mapping activities conducted by Community Liaison Officer (CLO).

*h. Land Appraisal*

An independent consultant shall be engaged to conduct land appraisal to the proposed project area. The result of appraisal acts as a basis in determining land price as it has taken into account the market price, government determined price (e.g. NJOP), and also similar land acquisition previously undertaken by other project (if any). The range of land price from the appraisal will be used for the land team as a reference to do the negotiation. The result of the appraisal is presented in separate document, and the summary is presented in Section 1.3.2.2.

*i. Landowner's willingness to cooperate*

It is common that landowners are not willing to cooperate when it comes to land compensation. The reason is obvious that they wish to increase the land price. Therefore, the role of CLO is critical in making sure that the landowner can be approached.

*j. Persuasion to landowner*

When landowner refuse to sell their land, the land team needs to establish a good rapport with the landowners. The land team needs to persuade by explaining the following:

- the importance of the project and welfare of the community and regional economic development
- key social and environmental metrics
- all key impacts of the projects must clearly be discussed

*k. Land price negotiation process*

Negotiation with landowner is very critical. The land team together with CLO needs to use negotiation skills as much as possible. The ultimate target is to achieve a fair and reasonable price which is agreed by both parties. The land team must bear in mind that the agreed price will have repercussion on the future price. Therefore, the land team must be patient and careful to determine the price.

*l. Land acquisition budget*

The land team must know the approved budget for land acquisition so that he/she will be able to negotiate with landowner. The approved budget must not be disclosed. It is strictly confidential.

*m. Affidavit of land price agreement*

During negotiation process, it is expected that there will be a land price that is agreed by both parties. Landowner and the land team are to sign an affidavit agreement which has a legal binding. The head of village (preferably also head of district) shall endorse the agreement.

*n. Land measurement and documents verification*

Upon the signing of price agreement, the land team will go to the site to measure the land. The land team is to be accompanied by the landowner, the neighbors and village officials. The measurement must be signed by all parties and treated as land document. In addition, the land team is also to verify all land documents which must be checked and verified by our legal staff.

*o. Completion of land documents*

If some of the land documents are missing, the land team must use his/her sources to ensure that all land documents are available.

*p. Full payment to landowner*

When all land measurement and documents are verified, the land team is to arrange a payment to landowner. A down payment of 10% is allowed to be given provided that the land team has secured some of the original documents. The payment will be done with the preference of the land owner (can be use bank transfer or cash).

*q. Original land documentation*

All original land documents must be in digital format and kept by our legal staff. CLO is to keep copies. Legal Officer is to sign off all the documents for completion of the process.

### **1.3.2 Land Acquisition Outcomes**

#### **1.3.2.1 Project Siting**

EBJ has secured Location Permit No. 001/IL/KPT/JP/2016 for 396 ha of land for Tolo Wind Farm issued by the Regent of Jenepono in April 2016. The Location Permit allows EBJ to acquire the land needed for the wind farm. It is stipulated in the Location Permit that EBJ can purchase all required land for the project from its original owners within 3 years after issuance of the permit.

It is also confirmed that there is no overlapping between the proposed project area with the forestry area. All lands are entitled to be converted from agricultural land through the provision of Right to Build (locally known as Hak Guna Bangunan, abbreviated as HBG).

Once Location Permit has been secured, land survey was conducted through marking the location for wind turbines, access roads, transmission lines, access from public roads, and pooling substation. These details were communicated to the land team who approached respective landowners for the purchase of the identified parcels of land.

If the landowner is amenable, price negotiations ensued. If not, the land team and CLO need to persuade by explaining to the landowner the importance of the project to the welfare of the community and the benefit to regional economic development, as well as all key social and

environmental metrics. If the landowner is still not amenable, the land team reverted to the technical team for advice on the coordinates of an alternative site within the 396-ha area covered in the Location Permit.

Alternative siting was simplified by the fact that the terrain in which the Tolo Wind Farm is situated is a gently ascending plateau where the easterly wind rises. Thus, in instances where landowners chose not to sell, alternative sites were able to be secured. The final location of the Project components presented in Figure 1 shows that the Project siting was adjusted based on land made available to the EBJ by landowners who agreed to sell their land.

### 1.3.2.2 Land Price

EBJ commissioned Office of Public Appraisal Service (KJPP) Aditya Iskandar & Partners to prepare land appraisal report that was then used to determine the market price of the subject parcels of land. The majority of land purchased by EBJ is located within rice field and not immediately adjacent to roads, fetching an appraised value ranging from IDR 10,000 to IDR 47,000 per m<sup>2</sup>. Land located immediately adjacent to roads has an appraised value ranging from IDR 128,000 to IDR 210,000 per m<sup>2</sup>. The detailed appraised value of land in each village is presented in Table 1 below.

Table 1 – Appraised value of land in each village

Village	Total land acquired	Land classification	Appraised value of property (IDR per m <sup>2</sup> )	Land purchase price (IDR per m <sup>2</sup> )
<b>Empoang Utara</b>	21.8 ha (from 202 landowners)	Mainly non-irrigated rice fields ○ Adjacent to main road: 0.9 ha ○ Not immediately adjacent to road: 20.9 ha	○ Immediately adjacent to main road: ○ No access road:	[CONFIDENTIAL INFORMATION DELETED]
<b>Empoang</b>	0.05 (from 4 landowners)	Non-irrigated rice fields Not immediately adjacent to road: 0.05 ha	No access road:	
<b>Kayuloe Timur</b>	8 (from 77 landowners)	Mainly non-irrigated rice fields ○ Adjacent to village road: 0.3 ha ○ Not immediately adjacent to road: 7.7 ha	○ Immediately adjacent to main road: ○ No access road:	
<b>Kalumpang Loe</b>	2.8 (from 15 landowners)	Mainly non-irrigated rice fields ○ Adjacent to main road: 1.1 ha ○ Not immediately adjacent to road: 1.7 ha	○ Immediately adjacent to main road: ○ No access road:	[CONFIDENTIAL INFORMATION DELETED]
<b>Maccini Baji</b>	0.02 (from 7 landowners)	Non-irrigated rice fields Not immediately adjacent to road: 0.02 ha	No access road:	
<b>Bontomatene</b>	4.2 (from 94 landowners)	Mainly non-irrigated rice fields ○ Adjacent to village road: 0.1 ha	○ Immediately adjacent to main road:	

Village	Total land acquired	Land classification	Appraised value of property (IDR per m <sup>2</sup> )	Land purchase price (IDR per m <sup>2</sup> )
		○ Not immediately adjacent to road: 4.1 ha	○ No access road: IDR	[CONFIDENTIAL INFORMATION DELETED]
Parasangan Beru	2.3 (from 31 landowners)	Non-irrigated rice fields Not immediately adjacent to road: 2.3 ha	No access road: IDR	
Kayuloe Barat	5 (from 67 landowners)	Mainly non-irrigated rice fields ○ Adjacent to village road: 0.1 ha ○ Not immediately adjacent to road: 4 ha	○ Immediately adjacent to main road:  ○ No access road: II	[CONFIDENTIAL INFORMATION DELETED]

The appraised value of the land parcels was communicated to all landowners during purchase price negotiations. Based on negotiations with landowners, the final purchase price ranged from IDR to IDR per m<sup>2</sup> with irrigated rice fields adjacent to roads fetching the highest price at IDR per m<sup>2</sup>. [CONFIDENTIAL INFORMATION DELETED]

In Kayuloe Timur, land parcel adjacent to main road has an appraised value of IDR to IDR per m<sup>2</sup>. However, EBJ acquired the land at IDR per m<sup>2</sup> (below the appraised value) because the landowners also have land in other location in which EBJ acquired with land price higher than the appraised value. Therefore, the combined land price is still higher than the appraised value.

In Kayuloe Barat village, compensation was determined at village level and the rate agreed (IDR ) was applied uniformly across all parcels within the village to mitigate against potentially negative effects of jealousy among landowners.

### 1.3.2.3 Land Area for Project Components

Land secured for the Project components in each village is detailed as Table 2 below. The total land secured is 44.2 hectares to be used for 20 wind turbine hardstands (12.7 ha), access road (19.5 ha), transmission tower (0.2 ha), multipurpose area (9 ha), and substation (2.7 ha).

Table 2 – Land for project components

Village	Land for project components (m <sup>2</sup> )				
	Wind turbine hardstand	Access road	Transmission tower	Multipurpose area	Substation
Empoang Utara	44,352	82,907	1,300	90,000	
Empoang			450		
Kayuloe Timur	38,016	41,893			
Kalumpang Loe			450		27,315
Maccini Baji			225		
Bontomatene	19,008	22,605			
Parasangan Beru	6,636	16,461			
Kayuloe Barat	19,008	31,224			
<b>Total</b>	<b>127,020</b>	<b>195,090</b>	<b>2,425</b>	<b>90,000</b>	<b>27,315</b>

TOTAL	441,850
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#### **1.3.2.4 Information Disclosure and Land Document Completion**

Landowners were first informed about the project during the initial consultations held for the AMDAL in April 2016, which presented the project and correspondingly, the land purchase as a possibility. However, the land purchase process was only initiated when EBJ secured Power Purchase Agreement (PPA) in November 2016 with PLN.

To facilitate completion of land requirement for the project, EBJ commissioned a land aggregator to support the land team. A map of the subject parcel of land was presented to landowners for area and boundary verification. The land team accompanied by the landowner, the owners of the neighbouring lands, and village officials inspected the subject parcel of land, and in the cases of uncertified lands, or where boundaries are disputed, the district land office joined the land inspection. The confirmed land boundary and measurement was signed by all concerned parties after inspection.

Landowners were given a list of required identity and land documents for submission to the land team. A conditional land purchase agreement was entered between EBJ and landowner with 10% of the purchase price as partial payment (down payment) and the full payment conditioned upon submission of all the required documents. Upon verification of the required documents by the local notary and confirmation by EBJ legal counsel, the land purchase agreement was signed in the presence of a notary public with full payment of land purchase price. A community liaison officer (CLO) was assigned to ensure open communication throughout the land purchase process.

#### **1.3.2.5 Grievance Mechanism**

With respect to the land purchase, the process (i.e. mechanism, land price determination, compensation, and eligibility), as well as grievance mechanisms were socialized to land owners as early as September 2016. Most of the grievances received required clarification on the land purchase processes particularly with respect to the price of land parcels, land measurements, and land ownership disputes. There is also expectation from the community on employment for the Project. For this purpose, EBJ developed a point system through which landowners and those who have sufficient qualification will be prioritized for employment.

## 2 Socio-Economic Census

Socio-economic census was undertaken to understand the potential socio-economic impacts from land acquisition process. The census started in March 2017 and completed in September 2017. From the total 497 landowners, there were 411 landowners successfully interviewed. The remaining of 86 landowners were either uncontactable or refused to be interviewed. Sharecroppers who were employed by those landowners were also interviewed. Among the 411 landowners interviewed, there were 151 landowners employing sharecroppers. However, only 97 sharecroppers were contactable and agreed to be interviewed.

### 2.1 Socio-Economic Census Methodology

#### 2.1.1 Preparation

During the preparation, questionnaire is designed by EBJ. The questionnaire covered:

- Land ownership status (i.e. land acquired by EBJ as well as total land owned within and outside Project area, and whether or not sharecropper is employed)
- Household members identity, occupation, education level
- Sanitation condition
- Access to healthcare and social services
- Income and expenses
- Spending plan of the compensation received from land acquisition
- Perception of the project and land acquisition process
- Institution and resolution of dispute/conflict

Numerators to undertake the census were then selected. EBJ contacted the head of villages requesting information for experienced numerators in the village. EBJ wanted the numerator to be locals who are familiar with the area, the customs, and the local language. There were 16 numerators recommended. After evaluation and training, 5 people were found to be unsuitable for the work.

#### 2.1.2 Training

The objective of the training was to ensure that the socio-economic census team fully understand the background and nature of the questions and the need for complete and accurate responses. The training was held for 2 days that covered:

- Explanation of the purpose of the census
- Understanding the problems and questionnaire
- Interview technique
- Group discussion
- Role play
- Trial of interview

Only the numerators who were deemed adequate could proceed to the actual interview.



**2.1.3 Interview**

In order to do the interview, the numerators must

- Have EBJ ID
- Introduce themselves and explain about the purpose of the interview
- Have information about the size of land acquired from the respondents being interviewed
- Record the date and time of the interview
- Include landowner and spouse

Interview could only be conducted with the landowners who have received full payment. This is why the socio-economic census took six months to complete. The flowchart of the census is given in Figure 4 below.

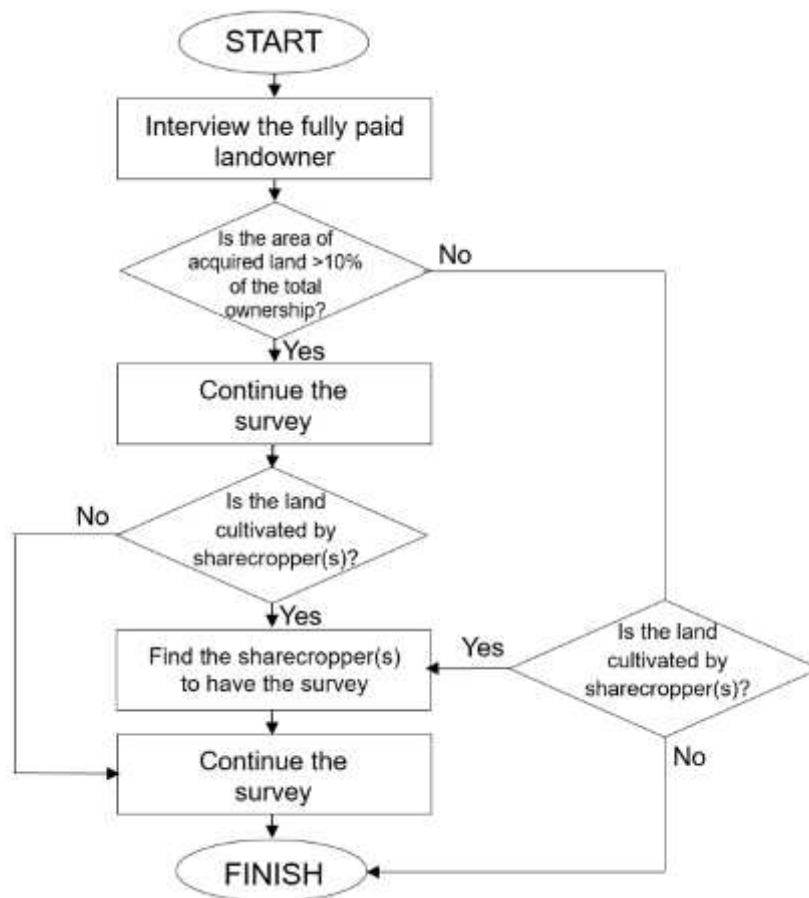


Figure 4 – Flowchart of socio-economic census

As can be seen in the flowchart, the complete interview was conducted only with landowners whose more than 10% of their total land was acquired by the Project. The cap of 10% was chosen assuming there would be no potentially significant impact from land acquisition to the livelihood of the respective landowner considering only 10% or less of the total land ownership being acquired by the Project.

However, when it was identified that the landowners employed sharecroppers, the sharecroppers were interviewed regardless of the total land area acquired by the Project from the landowners. The

sharecroppers are seen to be potentially impacted by the land acquisition because they are not entitled for compensation while they are at risk of their livelihood being disturbed.

**2.1.4 Data Processing**

When the interview has been completed, the questionnaire was logged, scanned, and filed by EBJ. The completeness of the answer was verified by the leader of census team. The data was then compiled and analyzed. The result of the census is given in the following Section 2.2.

**2.2 Socio-Economic Result**

**2.2.1 Overview**

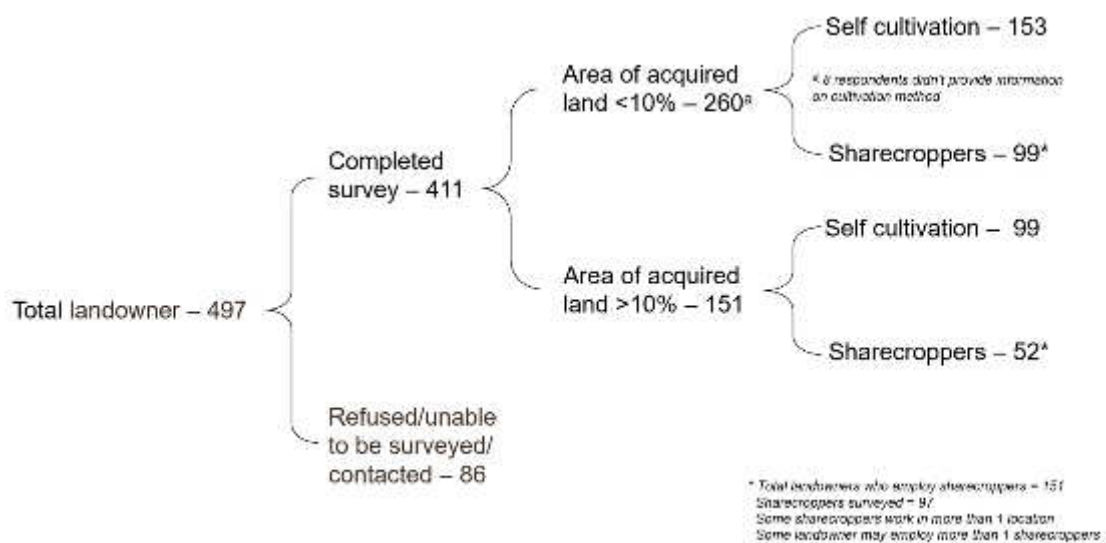


Figure 5 – Overview of Socio-Economic Result

From the total 497 landowners, 411 landowners have been successfully interviewed. Among the 411 respondents, 151 landowners released more than 10% of their total land holding for the Project. So, the complete interview was conducted for only those 151 landowners (focus group). The detailed results of the census from this focus group are given in Section 2.2.2.

Among the 411 landowners interviewed, there were 151 landowners employing sharecroppers. The total sharecroppers interviewed was 97 respondents. Some sharecroppers work in more than 1 locations (pieces of land) and some landowner may employ more than 1 sharecroppers on a piece of land. The detailed results of the sharecropper census are given in Section 2.2.3.

**2.2.2 Landowners**

The result presented in this section covers only the 151 landowners who sold more than 10% of their total land holding for the Project, referred to as focus group. Only the important information incurred from the socio-economic census is presented here. This information is deemed adequate to identify the vulnerable group who will be the priority of this CDP.

### 2.2.2.1 Land area acquired by the Project

Table 3 shows that almost half of the focus group sold land with area ranged from 500 – 1,500 m<sup>2</sup> to the Project.

*Table 3 – Land area acquired by the project*

Land area	Landowner	%
< 500 m <sup>2</sup>	29	19%
500 – 1,500 m <sup>2</sup>	66	44%
1,500 – 2,500 m <sup>2</sup>	35	23%
2,500 – 3,500 m <sup>2</sup>	13	9%
> 3,500 m <sup>2</sup>	8	5%
	151	100%

### 2.2.2.2 Land area owned outside project area

As can be seen in Table 4, the majority (77%) of the focus group has no land outside the project location.

*Table 4 – Land area owned outside project area*

Land area	Landowner	%
No land	117	77%
<3,750 m <sup>2</sup>	27	18%
3,750 – 7,500 m <sup>2</sup>	4	3%
7,500 – 15,000 m <sup>2</sup>	3	2%
	151	100%

### 2.2.2.3 Annual income

The majority of focus group earns less than IDR 12,500,000 annually as shown in Table 5. From the 65 landowners earning below IDR 12.5 million, there are 39 landowners identified to have earning below poverty line of US\$ 1 per day<sup>2</sup>. These 39 landowners are to be categorized as vulnerable group which will be the priority for CDP.

<sup>2</sup> In assessing poverty line for the purpose of this CDP, cap of \$1 income per day is used. This cap (equivalent to IDR 405,000 per month) is higher than reference from ADB of IDR 302,735.

Table 5 – Total annual income

Total annual income	Landowner	%
Not disclosed	14	10%
< IDR 12.5 M	65	43%
IDR 12.5 – 25 M	27	18%
IDR 25 – 50 M	31	20%
> IDR 50 M	14	10%
	151	100%

Table 6 shows the breakdown of annual income of focus group. The majority of the focus group (115 landowners) does not have income outside farming. The landowners who chose not to disclose the income is assumed to have no income outside farming. Landowners who do not have income outside farming is also seen to belong to the vulnerable group, considering they are potentially impacted by land acquisition process as they might not have back up income once the land has been sold, aside from the compensation they received from EBJ.

Table 6 – Annual income from farming and outside farming

Income from farming			Income from outside farming		
Annual income	Landowner	%	Annual income	Landowner	%
Not disclosed	14	10%	Not disclosed	14	10%
No income	0	0%	No income	101	74%
< IDR 12.5 M	87	58%	< IDR 12.5 M	10	7%
IDR 12.5 – 25 M	28	18%	IDR 12.5 – 25 M	10	7%
IDR 25 – 50 M	18	12%	IDR 25 – 50 M	9	7%
> IDR 50 M	4	3%	> IDR 50 M	7	5%
	151	100%		151	100%

#### 2.2.2.4 Spending plan of land compensation

Spending plan of the land compensation received by landowners is given in Table 7. There are varied spending options given by landowners, however the majority (29%) is planning to buy land using the compensation received.

Table 7 – Spending plan of land compensation

Spending plan	Landowner	%
Not disclosed	26	17%

To buy land	44	29%
To build house	16	11%
To pay debt	7	5%
To buy house supplies	9	6%
To be divided to family members	5	3%
For daily expenses	9	6%
For pilgrimage fund	3	2%
For education fund	6	4%
For savings	8	5%
For working capital	18	12%
	151	100%

### 2.2.3 Sharecroppers

#### 2.2.3.1 Sharecroppers in the land within the project area

Table 8 shows that the majority of sharecropper interviewed is managing and cultivating land in more than one locations within the project area.

*Table 8 – Number of sharecropped land within the project area*

Sharecropped land	Sharecropper	%
1 location	29	30%
2 different locations	37	38%
3 different locations	28	29%
4 different locations	3	3%
	97	100%

#### 2.2.3.2 Number of sharecropped land outside the project area

As shown in Table 9 below, the majority of sharecropper does not sharecrop in the land outside of project area.

*Table 9 – Number of sharecropped land outside the project area*

Sharecropped land	Sharecropper	%
0 location	85	88%
1 location	8	8%

2 different locations	4	4%
	97	100%

### 2.2.3.3 Focus group of sharecroppers

The sharecroppers whose more than 10% of their sharecropped land is bought by the Company is categorized as focus group. As can be seen in Table 10 below, 40% of the sharecroppers interviewed is categorized in the focus group. From this focus group, vulnerable sharecropper will be identified.

*Table 10 – Focus group category of sharecroppers*

Category	Sharecropper	%
Focus group (>10% sharecropped land is acquired by the project)	39	40%
Non-focus group	58	60%
	97	100%

### 2.2.3.4 Annual income

From the 39 sharecroppers, there are 24 sharecroppers earning less than IDR 12,500,000 annually, as shown in Table 11. Among those, 11 sharecroppers are identified to have earning below poverty line of US\$1 per day. These 11 sharecroppers are to be categorized as vulnerable group which will be the priority for CDP.

*Table 11 – Total annual income of the focus group sharecroppers*

Total annual income	Landowner	%
< IDR 12.5 M	24	62%
IDR 12.5 – 25 M	8	20%
IDR 25 – 50 M	6	15%
> IDR 50 M	1	3%
	39	100%

Table 12 shows that the majority (90%) of focus group sharecropper does not have income from outside farming. Sharecroppers who do not have income outside farming is also seen to belong to the vulnerable group, considering they are potentially impacted by land acquisition process as they might have to find another piece of land to be cropped.

*Table 12 – Annual income from farming and outside farming of the focus group sharecroppers*

Income from farming			Income from outside farming		
Annual income	Sharecropper	%	Annual income	Sharecropper	%
No income	0	0%	No income	35	90%

< IDR 12.5 M	26	67%	< IDR 12.5 M	2	5%
IDR 12.5 – 25 M	8	20%	IDR 12.5 – 25 M	0	0%
IDR 25 – 50 M	4	10%	IDR 25 – 50 M	2	5%
> IDR 50 M	1	3%	> IDR 50 M	0	0%
	39	100%		39	100%

#### 2.2.4 Vulnerable Group

Based on the socio-economic census, the vulnerable landowners and sharecroppers have been identified. It is listed as follow:

- Household with handicapped and/or old family member:
  - 14 landowners
  - 1 sharecroppers
- Household with no income outside farming
  - 115 landowners having no income outside farming, 39 of which earn below poverty line
  - 35 sharecroppers having no income outside farming, 11 of which earn below poverty line
- 6 landowners whose total remaining land holding is less than 400 m<sup>2</sup>. Land area below 400 m<sup>2</sup> is considered unviable for cultivation due to its small size. Hence these landowners are also considered to belong to vulnerable groups.

The total landowners and sharecroppers belonging to vulnerable group are:

- There are 12 landowners belonging to the two out of three vulnerable criteria, so the total vulnerable landowner is 123 people.
- There is one sharecropper belonging to the two vulnerable criteria, so the total vulnerable sharecropper is 35 people.
- The total project's vulnerable group is 158 people.

The detailed breakdown of vulnerable group per village is given in Table 13 and Table 14. These identified vulnerable group are to be prioritized for CDP implementation.

Table 13 – Breakdown of vulnerable group landowners per village

Village	Landowner	Landowner interviewed	Significance of impact <sup>3</sup>		Identified vulnerable group	
Empoang Utara	202	178	0-10%	91	FG household with handicapped and/or old member	11
			11-49%	66	FG household with no income outside farming	62
			50-100%	21	- of which earns below poverty line	19
			Focus group (FG) <sup>4</sup>	87	Remaining land <400 m <sup>2</sup>	4
			<b>Total vulnerable landowners (10 landowners belonging to 2 criteria)</b>			
Empoang	4	1	0-10%	1	FG household with handicapped and/or old member	0
			11-49%	0	FG household with no income outside farming	0
			50-100%	0	- of which earns below poverty line	0
			Focus group (FG)	0	Remaining land <400 m <sup>2</sup>	0
			<b>Total vulnerable landowners</b>			
Kayuloe Timur	77	68	0-10%	42	FG household with handicapped and/or old member	0
			11-49%	21	FG household with no income outside farming	19
			50-100%	5	- of which earns below poverty line	4
			Focus group (FG)	26	Remaining land <400 m <sup>2</sup>	1
			<b>Total vulnerable landowners</b>			
Kalumpang Loe	15	10	0-10%	2	FG household with handicapped and/or old member	1
			11-49%	4	FG household with no income outside farming	8
			50-100%	4	- of which earns below poverty line	3
			Focus group (FG)	8	Remaining land <400 m <sup>2</sup>	0

<sup>3</sup> Significance of impact refers to proportion of land acquired for the project against total land holding of landowner

<sup>4</sup> Focus Group (FG) refers to landowners whose >10% of their total land holding is acquired for the project



Village	Landowner	Landowner interviewed	Significance of impact <sup>3</sup>		Identified vulnerable group	
					<b>Total vulnerable landowners (1 landowner belonging to 2 criteria)</b>	<b>8</b>
Maccini Baji	7	2	0-10%	2	FG household with handicapped and/or old member	0
			11-49%	0	FG household with no income outside farming	0
			50-100%	0	- of which earns below poverty line	0
			Focus group (FG)	0	Remaining land <400 m <sup>2</sup>	0
			<b>Total vulnerable landowners</b>			
Bontomatene	94	60	0-10%	48	FG household with handicapped and/or old member	0
			11-49%	5	FG household with no income outside farming	12
			50-100%	7	- of which earns below poverty line	7
			Focus group (FG)	12	Remaining land <400 m <sup>2</sup>	1
			<b>Total vulnerable landowners</b>			
Parasangan Beru	31	28	0-10%	23	FG household with handicapped and/or old member	1
			11-49%	3	FG household with no income outside farming	3
			50-100%	2	- of which earns below poverty line	1
			Focus group (FG)	5	Remaining land <400 m <sup>2</sup>	0
			<b>Total vulnerable landowners (1 landowner belonging to 2 criteria)</b>			
Kayuloe Barat	67	64	0-10%	51	FG household with handicapped and/or old member	1
			11-49%	8	FG household with no income outside farming	11
			50-100%	5	- of which earns below poverty line	5
			Focus group (FG)	13	Remaining land <400 m <sup>2</sup>	0
			<b>Total vulnerable landowners</b>			
TOTAL	497	411	0-10%	260	FG household with handicapped and/or old member	14
			11-49%	107	FG household with no income outside farming	115
			50-100%	44	- of which earns below poverty line	39

Village	Landowner	Landowner interviewed	Significance of impact <sup>3</sup>		Identified vulnerable group	
					Remaining land <400 m <sup>2</sup>	6
			Focus group (FG)	151	Total vulnerable landowners (12 landowners belonging to 2 criteria)	123

Table 14 – Breakdown of vulnerable group sharecroppers per village

Village	Sharecropper interviewed	Significance of impact <sup>5</sup>		Identified vulnerable group	
Empoang Utara	36	0-10%	15	FG household with handicapped and/or old member	1
		11-100% (FG) <sup>6</sup>	21	FG household with no income outside farming	18
				- of which earns below poverty line	7
				<b>Total vulnerable sharecropper (1 sharecropper belonging to 2 criteria)</b>	<b>18</b>
Empoang	1	0-10%	0	FG household with handicapped and/or old member	0
		11-100% (FG)	1	FG household with no income outside farming	1
				- of which earns below poverty line	0
				<b>Total vulnerable sharecropper</b>	<b>1</b>
Kayuloe Timur	20	0-10%	9	FG household with handicapped and/or old member	0
		11-100% (FG)	11	FG household with no income outside farming	11
				- of which earns below poverty line	3
				<b>Total vulnerable sharecropper</b>	<b>11</b>
Kalumpang Loe	2	0-10%	0	FG household with handicapped and/or old member	0
		11-100% (FG)	2	FG household with no income outside farming	1
				- of which earns below poverty line	0
				<b>Total vulnerable sharecropper</b>	<b>1</b>
Maccini Baji	0	0-10%	0	FG household with handicapped and/or old member	0
		11-100% (FG)	0	FG household with no income outside farming	0
				- of which earns below poverty line	0

<sup>5</sup> Significance of impact refers to proportion of sharecropped land acquired for the project against total sharecropped land

<sup>6</sup> Focus Group (FG) refers to sharecroppers whose >10% of their total sharecropped land is acquired for the project

Village	Sharecropper interviewed	Significance of impact <sup>5</sup>		Identified vulnerable group	
				<b>Total vulnerable sharecropper</b>	<b>0</b>
Bontomatene	14	0-10%	14	FG household with handicapped and/or old member	0
		11-100% (FG)	0	FG household with no income outside farming	0
				- of which earns below poverty line	0
				<b>Total vulnerable sharecropper</b>	<b>0</b>
Parasangan Beru	7	0-10%	6	FG household with handicapped and/or old member	0
		11-100% (FG)	1	FG household with no income outside farming	1
				- of which earns below poverty line	0
				<b>Total vulnerable sharecropper</b>	<b>1</b>
Kayuloe Barat	17	0-10%	14	FG household with handicapped and/or old member	0
		11-100% (FG)	3	FG household with no income outside farming	3
				- of which earns below poverty line	1
				<b>Total vulnerable sharecropper</b>	<b>3</b>
TOTAL	97	<b>0-10%</b>	<b>58</b>	<b>FG household with handicapped and/or old member</b>	<b>1</b>
		<b>11-100% (FG)</b>	<b>39</b>	<b>FG household with no income outside farming</b>	<b>35</b>
				- of which earns below poverty line	<b>11</b>
				<b>Total vulnerable sharecropper (1 sharecropper belonging to 2 criteria)</b>	<b>35</b>

### 3 Community Development Plan

#### 3.1 Equis CSR Policy

In planning and implementing community development programs and/or any CSR activities in general, EBJ refers to Equis CSR Policy as below:

##### 3.1.1 Key Values of Equis CSR Policy

- *Corporate Governance, Law and Standards – Integrity*
  - a. Operate ethically, with integrity and cultural sensitivity in employing clear standards of corporate governance, while respecting the rule of Law and striving to achieve the most ethical standards of normative international corporate behaviour;
  
- *Human Rights – Respect*
  - a. Respect fundamental human rights and the dignity of people by actively promoting and respecting equal opportunity, equality and diversity irrespective of race, ethnic or national origins, gender, sexuality, disability, marital status and religious beliefs;
  - b. Seek feedback from the community (either directly from the community or from village leaders and administrative services), and monitor the outcomes of highlighted issues;
  
- *Accountability and Transparency – Trust*
  - a. Be accountable and transparent and, subject to privacy and other obligations, be prepared to publicly disclose our performance and experiences in the management of our social and environmental impacts, using internationally recognised frameworks for CSR and sustainability reporting;
  - b. Integrate CSR and sustainability principles as a core component of business activities, so that these principles form part of the objectives and decision-making processes of all management and staff at Equis;
  
- *Stakeholders – Interdependence and Nurturing*
  - a. Build understanding about the direct and indirect impact of Equis operations, both inside and outside Equis, and continuously strive to improve how those impacts are managed;
  - b. Engage with, and continue to build relationships with stakeholders by providing them with a range of opportunities by which to express their interests and concerns;
  - c. Build relationships with stakeholders throughout the supply chain from development through to construction, commissioning, operation and delivery of our services, which share our desire to make a positive impact on society and the environment;
  - d. Continue to equip Equis' employees with the skills to do their jobs by investing in training and development;
  - e. Promote a safe and secure working environment that supports health and wellbeing; and
  - f. Continue to create innovative opportunities to engage, inform and educate our stakeholders on a diverse range of issues and across a range of platforms.

### 3.1.2 Focus Area

In order to focus our CSR efforts on issues that are relevant for our business and our operations, Equis' CSR commitment concentrates on four focus areas: Education, Health, Environmental/Social and Infrastructure. All CSR activities and initiatives are developed under the headings of these four focus areas:

1. **Education** – We will contribute to enhancing education, especially among mothers, children and young people, and create awareness about education-related issues. We see the following areas as a priority for education development:
  - a. Livelihood and employment enhancement;
  - b. Literacy programs, donations of educational supplies and materials;
  - c. Scholarships and internship opportunities;
  - d. Education for special needs and specific vulnerable people; and
  - e. Environmental and Sustainability practices.
  
2. **Health** – We will promote preventative health care, the importance of sanitation, access to potable water and nutrition. We see the following areas as a priority to promote health:
  - a. The alleviation of hunger, poverty and malnutrition through participation in local feeding programs, nutrition chart distribution, basic kitchen garden seed distribution;
  - b. Healthcare support, wellness programs and nutrition awareness through medical missions and camps;
  - c. Antenatal health check-ups, in conjunction with local healthcare providers;
  - d. The provision of drinking water and sanitation support through water filters and wells, drains and sewers; and
  - e. First aid training, donation of mosquito nets, antivenin kits, etc.
  
3. **Environmental/Social** – We will strive to provide environmentally sustainable solutions to inculcate stewardship values among and within our stakeholder groups, including staff, contractors, clients, suppliers, shareholders, investors and the society at large. We aim to positively influence their behaviour, consumption, choice of products and solutions, and investments. To enhance public knowledge and an understanding of the global environment and climate issues, we can cooperate and collaborate with leading organisations and public authorities. As a company and corporate citizen, we aim to positively impact the welfare of the communities in which we operate through improved well-being. This is achieved via our responsible social attitudes as well as health and safety promoting activities vis-à-vis our staff. Environmental/Social CSR activities may involve:
  - a. Tree planting activities, erosion and slope protection measures;
  - b. Conservation, protection and rehabilitation activities in sensitive or critical environmental areas;
  - c. Road and pedestrian safety seminars; and
  - d. Sponsorship of and participation in local community events and festivals.
  
4. **Infrastructure** – We will provide quality civil works to the communities where we operate. Initiatives that may augment or enhance the local community include:

- a. Construction or repair of access roads, bridges and footpaths;
- b. Construction or improvement of school buildings, medical facilities and community centres;
- c. Sanitation infrastructure, including deep wells, toilet facilities, etc.; and
- d. Street lighting.

To ensure the sustainability of these infrastructure initiatives, we will require that the materials used in these CSR initiatives are of acceptable quality and that the construction is completed based on national civil works standards. Any large civil works initiatives involving significant investment would require additional assessment and approval from the CSR Committee.

### 3.2 Target Beneficiaries

The outcome of socio-economic census acts as a basis in determining the target beneficiaries of this CDP. Although in implementing CSR activities, EBJ wants to target the larger affected community in the project area, only the identified vulnerable group (presented in Table 13 and Table 14) from socio-economic census is eligible and prioritized for the implementation of this CDP.

### 3.3 CDP Implementation

Through the community development programs set out in this CDP, EBJ aims to facilitate livelihood enhancement of the affected community, especially the vulnerable group.

#### 3.3.1 Community Development Program Undertaken to Date

To date, EBJ has undertaken initiative in providing training intended to enhance the livelihood of the affected community as well as providing them with new skills. A series of SME (small-medium enterprise) trainings has been conducted in 26-27 April 2017. The trainings targeted landowners and local community from the affected villages. However, socio-economic census has not yet been completed at the time of the training, thus EBJ was not able to identify and target the vulnerable group for this training.

EBJ hired third-party trainers to perform the training and workshop. The series of training included:

##### *a. Training targeting youth*

- Training: Utilizing stones and corncobs to create handicrafts
- Location: Village office of Kayuloe Timur
- Participants: 25 participants
  - 19 landowners (4 from Empoang Utara, 4 from Kayuloe Barat, 4 from Kayuloe Timur, 2 from Parasangan Beru, and 5 from Bontomatene)
  - 6 village officers from 4 villages

##### *b. Training targeting men*

- Training: Post-harvest agricultural waste processing – composting
- Location: Kayuloe Timur

- Participants: 25 participants
  - 20 landowners (3 from Empoang Utara, 5 from Kayuloe Barat, 4 from Kayuloe Timur, 3 from Parasangan Beru, and 5 from Bontomatene)
  - 5 village officers from 3 villages

### *c. Training targeting women*

- Training: Culinary – processing horse meat to make meat floss
- Location: Kayuloe Timur
- Participants: 25 participants
  - 18 landowners (4 from Empoang Utara, 4 from Kayuloe Barat, 4 from Kayuloe Timur, 2 from Parasangan Beru, and 4 from Bontomatene)
  - 7 representatives of women’s group from 5 villages

During this workshop, not only were the participants given the hands-on workshop, they were also provided with the necessary tools so that they can start putting their newly acquired skills into practice. These training sessions is intended to not only benefit the trainees but also their families as indirect beneficiaries. Considering the main source of income of the local community is from agriculture, these SME trainings will give people options and opportunities to diversify their income. The documentation of this training can be found in Appendix 1.

### **3.3.2 Proposed Activity**

#### ***3.3.2.1 Community development programs specifically targeting vulnerable group***

Having received good feedbacks from the community, to go forward, EBJ plans to implement the community development program aiming to enhance the livelihood of the vulnerable group that has been identified. The community development programs are planned to include activities related to agriculture and entrepreneurship. The detailed plan is given in the Table 15 below. The plan set out in this CDP will be further updated once specific agriculture and entrepreneurial activities are identified and finalized in consultation with the vulnerable group.



Table 15 – Planned community development activities

No	Action item	Term/period			Objective	Coverage	Target beneficiaries	Parameters	Institutional arrangement
		2017 – 2018 development & construction	2018 – 2021 first 3 years of operation	2021 - onwards operation					
<b>a. Agriculture programs</b>									
1.	Providing training on agricultural skills (e.g. effective agriculture production and animal husbandry, alternative cropping/irrigation method, diversification of crop, management of post-harvest handling, etc.)	✓		Subject to evaluation result of the short- and mid-term programs, and the needs of vulnerable group as well as local communities	a. Improving the capacity of households (especially the vulnerable group) to create diversified and sustainable sources of income. b. Empowerment of farmers and women groups.	Covers all affected villages, priority is for the villages with vulnerable group.	Priority: Vulnerable group identified from socio-economic census  Others: a. Farmers and farmers' groups b. Unemployed c. Female headed households	a. Number and scope of training program being conducted b. Number of assistance for farmers being provided c. Number of vulnerable group covered in each program d. Number of farmers' and farmers' group benefiting from the program e. Number of working age participants in the program f. Number of persons participating in each program g. Number of women participating in each program h. Degree of satisfaction of each program	a. Agriculture Office of Jeneponto b. Village Administration, c. District Office d. Community leaders e. Farmer's group f. Third party trainer/resource, etc.
2.	Providing assistance for farmers (e.g. seeds, fertilizer, etc.)	✓							
3.	Assistance for farmer's group cooperatives (Koperasi-Gapoktan)	✓	✓						
<b>b. Entrepreneur programs</b>									
1.	Providing training on entrepreneurial skills (e.g. financial literacy, small-medium business opportunity)	✓	✓	Subject to evaluation result of the short- and mid-term	a. Improving the capacity of households (especially the vulnerable	Covers all affected villages, priority is for the villages	Priority: Vulnerable group identified from	a. Number and scope of training program being conducted b. Number of assistance for	a. Village Administration, b. District Office c. Community leaders

No	Action item	Term/period			Objective	Coverage	Target beneficiaries	Parameters	Institutional arrangement
		2017 – 2018 development & construction	2018 – 2021 first 3 years of operation	2021 - onwards operation					
	from local resources, packaging and distribution channel, marketing, etc.)			programs, and the needs of vulnerable group as well as local communities	group) to create diversified and sustainable income sources. b. Empowerment of women groups. c. Supporting local community in increasing the number of skilled and educated individuals.	with vulnerable group.	socio-economic census  Others: a. Unemployed b. Female headed households c. Women group (PKK) d. Youth	community being provided c. Number of vulnerable group covered in each program d. Number of persons participating in each training program e. Number of working age participants in the training program f. Number of women participating in each training program g. Degree of satisfaction of each training program h. Number of persons employed for construction phase	d. Youth groups e. Women groups (PKK) f. Third party trainer/ resource, etc.
2.	Providing assistance for community in obtaining working capital for their businesses	✓	✓						
3.	Skills training (e.g. foreign language, wind turbine souvenir handicraft, automotive, culinary, mechanical works, etc.)	✓	✓						
4.	Employment opportunities based on one’s skills and capabilities (e.g. diversifying employment opportunities with EBJ and set-up rotation systems that allow more group to be employed during construction)	✓	✓						

### **3.3.2.2 CSR activities targeting the local community**

Table 16 shows CSR plan for Tolo Wind Farm. Unlike the community development programs detailed in Table 15 above, CSR plan here is targeting the bigger affected community. The CSR plan has been formulated by taking into account inputs from local communities gathered during public consultation.

Among the CSR activities set out in the plan, there are some activities already executed. Those include:

- Donation to community events
- Health check-up
- Construction of Posyandu
- Construction of Sanggar Belajar (community center)

There are also some activities currently ongoing:

- Construction of soccer field
- Construction of preschool

The report of executed CSR activities can be found in Appendix 2.

Table 16 – Planned CSR activities

No	Action item	Term/period			Coverage	Objectives	Target beneficiaries	Parameters	Institutional arrangement
		2016 – 2018 development & construction	2018 – 2021 first 3 years of operation	2021 - onwards operation					
<b>a. Infrastructure programs</b>									
1.	Provision of integrated healthcare center (Posyandu) dedicated for maternal and children health	✓			- Empoang - Empoang Utara	Support and contribute to the improvement of public facilities such as for health care, sanitation, irrigation, education, and communal activities which will deliver positive impact to and improvement of quality of life and livelihood of local communities.	Local community	a. Number of posyandu being constructed b. Number of community center being constructed c. Number of water system being established d. Soccer field constructed e. Number of mosques being assisted/renovated f. Number of villages covered g. Number of households/persons benefiting from each infrastructure being built	a. Village Administration, b. District Office c. Community leaders d. Puskesmas e. Farmer’s group f. Religious group g. Third party trainer/resource, etc.
2.	Provision of community centers which serve as facilities to host trainings for local community. The facility can also be used for community to gather and share knowledge and skills that can be helpful in improving their livelihood.	✓			- Kayuloe Timur - Kayuloe Barat - Empoang Utara - Parasangan Beru - Bontomatene - Kalumpang Loe				
3.	Provision of long-term water solution for community that can be used for domestic and/or irrigation purposes.	✓	✓		All villages. Priority is for villages with the most land being acquired for the project.				
4.	Provision of soccer field that can be also serve as multipurpose public space to accommodate public events (e.g. Id Fitri prayer, Independence	✓			Kayuloe Timur				

No	Action item	Term/period			Coverage	Objectives	Target beneficiaries	Parameters	Institutional arrangement
		2016 – 2018 development & construction	2018 – 2021 first 3 years of operation	2021 - onwards operation					
	Day or any other holiday celebration, social events, etc.)								
5.	Providing assistance for mosques renovation	✓			<ul style="list-style-type: none"> <li>- Kayuloe Barat</li> <li>- Parasangan Beru</li> <li>- Bontomatene</li> </ul>				
<b>b. Health programs</b>									
1.	Providing free medical check-up for the community during pre-construction and construction phase of the wind farm and also once the wind farm is operational	✓	✓		Community from all villages. Priority is for community from the villages where most of the construction activities take place.	Supporting local community to improve health quality and accessibility of health service	Local community	<ul style="list-style-type: none"> <li>a. Number of persons benefiting from the health check-up</li> <li>b. Number of health personnel being involved</li> </ul>	<ul style="list-style-type: none"> <li>a. Health office</li> <li>b. Puskesmas</li> <li>c. Village Administration</li> <li>d. Health personnel, etc.</li> </ul>
<b>c. Education programs</b>									
1.	Constructing a kindergarten and providing training to the teachers to be employed in the school	✓			Covers all villages.	Facilitating children of local community to have easier access to education	<ul style="list-style-type: none"> <li>a. Children of school-age from vulnerable group household</li> <li>b. Children of school-age residing around the project area</li> </ul>	<ul style="list-style-type: none"> <li>a. Number of students being admitted to the school</li> <li>b. Number of teachers and staffs being employed in the school</li> <li>c. Number of schools covered in the book donation program</li> <li>d. Number of students benefiting from the book donation program</li> </ul>	<ul style="list-style-type: none"> <li>a. Education office</li> <li>b. Regency office</li> <li>c. District office</li> <li>d. Schools, etc.</li> </ul>
2.	Managing the operational of the kindergarten	✓	✓	✓					
3.	Donation of book and school supplies to schools around project area including illustrative information related to the project	✓							

No	Action item	Term/period			Coverage	Objectives	Target beneficiaries	Parameters	Institutional arrangement
		2016 – 2018 development & construction	2018 – 2021 first 3 years of operation	2021 - onwards operation					
	construction and operation.								
<b>d. Religious, cultural, and art activities</b>									
1.	Providing donation for community events (youth events, art events, religious events, and many more)	✓	✓	✓	Covers all villages.	Supporting local communities in their communal activities and also the preservation of local cultural values/custom	Local community, adat community groups, youth	a. Number and type of events being assisted b. Number of participants of each event (when applicable)	a. Village administration b. District office c. Regency office d. Community leaders e. Youth groups f. Religious groups, etc.
2.	Providing donation for holiday celebration (Independence Day, anniversary of Jeneponto, etc.)	✓	✓	✓					

### 3.3.3 Budget [CONFIDENTIAL INFORMATION DELETED]

As suggested in Equis CSR policy, 1% of the total project cost will be allocated for CSR over the life of the project. For Tolo Wind Farm, this translates to \_\_\_\_\_ for total 32 years of project lifetime, comprising of two years of development and construction, and 30 years of operation. The budgeting plan for CSR, thus also applicable to this CDP, is presented in the Table 17 below.

*Table 17 – Budgeting plan for CSR activities*

CSR programs	Budget (US\$)	%	Spending period
Community development		9%	5 years
Infrastructure		29%	32 years
Health		3%	3 – 5 years
Education		21%	32 years
Donations to community		15%	32 years
Contingency		22%	32 years
<b>Total</b>		100%	

### 3.3.4 Responsibility and Institutional Framework

To implement the CDP, various stakeholders from the government, community leaders, and private sector will be involved. EBJ through CLOs is to inform the people who are eligible for the program personally. This means of communication is deemed efficient. Through personal contacts and meetings with the vulnerable group, EBJ will receive direct feedback on the needs of the vulnerable group and the preferred plan and activities. In addition, EBJ encourages vulnerable group to visit its office or contact the CLO directly via mobile phone numbers of the CLOs that have been distributed throughout the Project area. A range of stakeholders in addition to the vulnerable group being consulted include:

- Industry and trade office of Jeneponto
- Environment and forestry office of Jeneponto
- Agricultural office of Jeneponto
- Head of village and head of sub-village
- Private consultant and trainers
- Local NGO

EBJ, as the Project Proponent, has the overall responsibility of CDP including the preparation, implementation, and financing of community development programs. EBJ has established a dedicated CSR/CLO team which will also responsible for the implementation of this CDP. Moreover, the ESG team will provide close advice for CSR/CLO team during the implementation of the CDP. The cooperation with related authorities will continuously be held to ensure that the community development programs aligns with existing government programs, so that there will be no overlap between programs of both parties. This cooperation can also be useful for finding out local expertise to deliver the training or workshop

### 3.3.5 Stakeholder Engagement Plan

Stakeholder Engagement Plan (SEP) is the Project's main controlled document relating to community engagement. The purpose of the SEP is to enhance stakeholder engagement throughout the lifetime of the project particularly prior to and during the construction and operation of the Tolo Wind Farm; and, to carry out stakeholder engagement in line with national laws and international best practice such as the requirements of IFC and ADB. Stakeholder engagement for this CDP is guided by the SEP document which presented separately. Please refer to this document for details on information disclosure, consultation and participation.

### 3.3.6 Grievance Mechanism

A grievance mechanism is already set up for Tolo Wind Farm and will be used to address complaints received as the result of the implementation of this CDP. For further information on the grievance mechanism please refer to the SEP document in the Grievance Mechanism section where detailed information on the recording and resolution processes is included.

## 3.4 Monitoring and Evaluation

Monitoring, evaluation, and reporting are key components of the CDP implementation. Activities set out in this CDP are subject to both internal and external monitoring. Internal monitoring is conducted by the ESG team, assisted as necessary by the project consultant (if deemed necessary). External monitoring will be assigned to the lender's preferred consultant that has expertise in social aspects and compliance to the local requirement as well as the lender requirements. The aspect covers in the monitoring and evaluation will be as follow:

- Number of training/workshop given
- Number of beneficiaries involved/assisted and will only be prioritized to the vulnerable group
- Number of Grievance related to the CDP

ADB SPS required EBJ to improve the standards of living of the vulnerable group, including women, to at least national minimum standards. At the end of the implementation period of the CDP a post-evaluation socio-economic survey will be conducted by EBJ to determine whether this target has been met.



## 4 Appendixes

4.1 Appendix 1 – Documentation of community development training

4.2 Appendix 2 – Documentation of CSR activities

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Appendix 6

# **Working Conditions and Terms of Employment**



**PERATURAN PERUSAHAAN  
(COMPANY REGULATION)  
PT ENERGI BAYU JENEPONTO  
2017-2019**

**The Plaza Office Tower  
Lantai 25 Unit F1  
Jl. M.H. Thamrin Kav. 28-30  
Kel. Gondangdia, Kec. Menteng  
Jakarta Pusat**

## DAFTAR ISI/LIST OF CONTENTS

	Hal/Page
PENDAHULUAN	1
FOREWORD	1
BAB I DEFINISI DAN ISTILAH	3
CHAPTER I DEFINITION OF TERMS	3
Pasal 1 Definisi	3
Article 1 Definition	3
Pasal 2 Ruang Lingkup Peraturan Perusahaan	3
Article 2 Scope of Company Regulation	3
BAB II UMUM	5
CHAPTER II GENERAL	5
Pasal 3 Kebijakan Pengembangan Sumber Daya Manusia (SDM)	5
Article 3 Company Human Resources Policy	5
Pasal 4 Pertentangan Kepentingan	5
Article 4 Conflict of Interest	5
BAB III PENERIMAAN, STATUS DAN MASA PERCOBAAN KARYAWAN	6
CHAPTER III EMPLOYEE RECRUITMENT, STATUS AND PROBATION PERIOD	6
Pasal 5 Penerimaan Karyawan	6
Article 5 Employee Recruitment	6
Pasal 6 Status Karyawan	6
Article 6 Employee Status	6
Pasal 7 Masa Percobaan	7
Article 7 Probation Period	7
BAB IV WAKTU KERJA DAN KERJA LEMBUR	8
CHAPTER IV WORKING HOURS AND OVERTIME	8
Pasal 8 Waktu Kerja	8
Article 8 Working Hours	8
Pasal 9 Kerja Lembur	8
Article 9 Overtime	8
BAB V KETENTUAN LIBUR DAN CUTI	11
CHAPTER V HOLIDAYS AND LEAVE ENTITLEMENT	11
Pasal 10 Hari Libur	11
Article 10 Holidays	11
Pasal 11 Hak Cuti/Istirahat Tahunan	11
Article 11 Annual Leave	11
Pasal 12 Cuti dan Istirahat Lain-Lain	12
Article 12 Other Leaves	12

Pasal 13 Izin Meninggalkan Pekerjaan	13
Article 13 Permit to Leave Work	13
<b>BAB VI PENGUPAHAN</b>	<b>15</b>
<b>CHAPTER VI REMUNERATION</b>	<b>15</b>
Pasal 14 Upah dan Pajak Penghasilan	15
Article 14 Remuneration and Income Tax	15
Pasal 15 Tunjangan	15
Article 15 Allowances	15
Pasal 16 Upah Minimum	16
Article 16 Minimum Wages	16
Pasal 17 Peninjauan Upah	16
Article 17 Wage Review	16
<b>BAB VII MANFAAT KARYAWAN</b>	<b>17</b>
<b>CHAPTER VII EMPLOYEE BENEFITS</b>	<b>17</b>
Pasal 18 Perawatan Kesehatan Karyawan	17
Article 18 Employee Health Care	17
Pasal 19 Perjalanan Dinas	18
Article 19 Business Travel	18
Pasal 20 Jaminan Sosial	19
Article 20 Social Security	19
<b>BAB VIII DATA PRIBADI KARYAWAN</b>	<b>20</b>
<b>CHAPTER VIII EMPLOYEE PERSONAL DATA</b>	<b>20</b>
Pasal 21 Data Pribadi Karyawan	20
Article 21 Employee Personal Data	20
<b>BAB IX TATA TERTIB PERUSAHAAN</b>	<b>21</b>
<b>CHAPTER IX COMPANY CODE OF CONDUCT</b>	<b>21</b>
Pasal 22 Tata Tertib Kerja	21
Article 22 Code of Conduct	21
Pasal 23 Prosedur Disiplin	23
Article 23 Disciplinary Procedure	23
Pasal 24 Kategori Pelanggaran Disiplin	24
Article 24 Category of Disciplinary Actions	24
Pasal 25 Tabel Tindakan Disipliner	24
Article 25 Disciplinary Actions Table	24
Pasal 26 Tabel Tindakan Disiplin Pelanggaran Ringan	25
Article 26 Disciplinary Action Table Minor Violations	25
Pasal 27 Tabel Tindakan Disipliner Pelanggaran Sedang	26
Article 27 Disciplinary Action Table Medium Violations	26
Pasal 28 Tabel Tindakan Disipliner Pelanggaran Dengan Alasan Mendesak	27
Article 28 Disciplinary Action Table Violations that are Urgent Reasons	27

BAB X ADMINISTRASI TINDAKAN DISIPLINER	34
CHAPTER X ADMINISTRATION OF DISCIPLINARY ACTIONS	34
Pasal 29 Tujuan	34
Article 29 Objective	34
Pasal 30 Prosedur Pemberian Peringatan	34
Article 30 Warning Procedure	34
Pasal 31 Tingkat Kewenangan	35
Article 31 Level of Authority	35
BAB XI PROSEDUR KELUH KESAH	37
CHAPTER XI GRIEVANCE PROCEDURE	37
Pasal 32 Prosedur Keluh Kesah	37
Article 32 Grievance Procedure	37
Pasal 33 Tata Cara Penyelesaian Keluhan	37
Article 33 Grievance Settlement Procedure	37
Pasal 34 Penyelesaian Perselisihan Industrial	38
Article 34 Industrial Dispute Settlement	38
BAB XII PEMUTUSAN HUBUNGAN KERJA	40
CHAPTER XII TERMINATION OF EMPLOYMENT RELATIONSHIP	40
Pasal 35 Prosedur Pemutusan Hubungan Kerja	40
Article 35 Procedure of Employment Termination	40
Pasal 36 Pemutusan Hubungan Kerja	41
Article 36 Termination of Employment	41
Pasal 37 Uang Pisah	51
Article 37 Separation Pay	51
Pasal 38 Pembebasan Tugas Sementara/Skorsing	52
Article 38 Temporary Relief From Duty	52
Pasal 39 Demobilisasi	52
Article 39 Demobilization	52
BAB XIII KERAHASIAAN DAN KEKAYAAN INTELEKTUAL	53
CHAPTER XIII CONFIDENTIALITY AND INTELLECTUAL PROPERTY	53
Pasal 40 Kerahasiaan	53
Article 40 Confidentiality	53
Pasal 41 Kekayaan Intelektual	55
Article 41 Intellectual Property	55
BAB XIV KESEMPATAN KERJA YANG SAMA, PELECEHAN DAN DISKRIMINASI	57
CHAPTER XIV EQUAL OPPORTUNITY, HARASSMENT AND DISCRIMINATION	57
Article 42 Kesempatan Kerja yang Sama	57
Article 42 Equal Opportunity	57
Article 43 Pelecehan Dan Diskriminasi	57
Article 43 Harassment and Discrimination	57

BAB XV PENUTUP	58
CHAPTER XV CLOSING	58
Pasal 44 Masa Berlaku	58
Article 44 Effective Period	58
Pasal 45 Penutup	58
Article 45 Closing	58
LAMPIRAN I DEFINISI	60
APPENDIX I DEFINITION	60
LAMPIRAN II SURAT PERNYATAAN TANDA TERIMA	63
APPENDIX II ACKNOWLEDGEMENT OF RECEIPT	63

## PENDAHULUAN

Peraturan Perusahaan ini berlaku untuk semua karyawan Perusahaan yang berkebangsaan Indonesia khususnya yang terikat dengan Perjanjian Kerja Waktu Tidak Tertentu. Syarat-syarat dan kondisi-kondisi pekerjaan yang ditetapkan dalam Peraturan Perusahaan ini berlaku terhadap Karyawan PKWT (mereka yang dipekerjakan oleh Perusahaan yang terikat dalam Perjanjian Kerja Waktu Tertentu), hanya apabila secara khusus dinyatakan dalam Peraturan Perusahaan ini dan hanya jika konteksnya relevan terhadap Hubungan Kerja untuk Waktu Tertentu. Pekerjaan atas Karyawan PKWT umumnya diatur didalam Perjanjian Kerja Waktu Tertentu yang relevan.

Untuk menghindari keraguan, istilah "Karyawan" atau "Para Karyawan" yang digunakan didalam Peraturan Perusahaan ini merujuk kepada para karyawan Perusahaan yang bekerja berdasarkan perjanjian kerja waktu tidak tertentu.

Peraturan Perusahaan ini bertujuan untuk memberikan kepastian mengenai kebijakan dasar PT Energi Bayu Jeneponto ("**Perusahaan**") sehubungan dengan ketenagakerjaan, termasuk hak, wewenang, dan kewajiban Perusahaan dan Karyawan serta hal-hal lain yang menyangkut hubungan kerja antara Perusahaan dengan Karyawan atas dasar Integritas, Kepedulian, dan Penghormatan terhadap sesama manusia dan Lingkungan yang aman serta peningkatan kemampuan secara berkesinambungan.

Dengan diberlakukannya Peraturan Perusahaan ini, diharapkan akan tercipta saling pengertian, hormat- menghormati dan menghargai di antara para Karyawan dan Perusahaan untuk mewujudkan iklim hubungan industrial yang produktif, sehat dan harmonis.

Peraturan Perusahaan ini akan terus disempurnakan dari waktu ke waktu untuk dapat menjawab kemajuan kegiatan proyek di kemudian hari dan dengan memperhatikan peraturan perundangan yang berlaku.

## FOREWORD

This Company Regulation is applicable to all Indonesian national employees of the Company, particularly those who are employed under Indefinite Period Employment Agreements. The terms and conditions of employment set out in this Company Regulation shall only apply to Definite Period Employees of the Company (i.e. those employed by the Company under Definite Period Employment Agreements), only if it is specifically stated in this Company Regulation and only when the context is relevant to a Definite Period Employment Relationship. The employment to a Definite Period Employee is mainly governed under the relevant Definite Period Employment Agreement.

For the avoidance of doubt, the term "Employee" or "Employees" used throughout this Company Regulation refer to employees of the Company who are employed pursuant to indefinite period employment agreements.

This Company Regulation aims at providing clarity on the basic policies of PT Energi Bayu Jeneponto ("**Company**") related to labor, including on rights, authorities, and obligations of the Company and the employees, and other matters related to employment relationship between the Company and the employees on the basis of dignity care, and respect for people and safe environment and striving for continuous improvement.

The implementation of this Company Regulation is expected to create mutual understanding, respect and appreciation among employees and the Company in order to create a climate of productive, healthy and harmonious industrial relations.

This Company Regulation shall be improved from time to time in order to comply with the project's progress in the future and in due observation of the prevailing laws and regulations.

Semua Karyawan wajib untuk menaati kebijakan-kebijakan Perusahaan sebagaimana dituangkan di dalam Peraturan Perusahaan ini dan melaksanakannya dengan konsisten, penuh kesadaran, dan tanggung jawab.

All Employees are obliged to obey all Company policies contained herein and to implement them consistently, with full conscience, and in a responsible manner.

**BAB I**  
**DEFINISI DAN ISTILAH**

**Pasal 1**  
**Definisi**

1. Perusahaan yang juga disebut sebagai Pengusaha adalah PT Energi Bayu Jenepono, sebuah perusahaan yang berdomisili di The Plaza Office Tower, Lantai 25 Unit F1, Jl. M.H. Thamrin Kav. 28-30, Kel. Gondangdia, Kec. Menteng, Jakarta Pusat, dan menjalankan kegiatan usahanya di Indonesia di bidang perdagangan besar mesin, peralatan dan perlengkapan lainnya.
2. Definisi dan Istilah yang diterapkan dalam Peraturan Perusahaan ini adalah sebagaimana terdaftar pada **Lampiran I**.

**Pasal 2**  
**Ruang Lingkup Peraturan Perusahaan**

1. Peraturan Perusahaan ini mengatur persyaratan kerja umum pada Perusahaan sesuai dengan peraturan dan ketentuan peraturan ketenagakerjaan yang berlaku. Ketentuan yang bersifat khusus akan diatur lebih lanjut oleh Perusahaan yang mungkin diperlukan dan untuk kepatuhan terhadap peraturan perundangan yang berlaku.
2. Adapun ketentuan yang belum diatur dalam Peraturan Perusahaan ini, ketentuannya akan mematuhi ketentuan dan perundang-undangan yang berlaku.
3. Peraturan Perusahaan ini berlaku untuk semua karyawan Perusahaan yang berkebangsaan Indonesia khususnya yang terikat dengan Perjanjian Kerja Waktu Tidak Tertentu. Syarat-syarat dan kondisi-kondisi pekerjaan yang ditetapkan dalam Peraturan Perusahaan ini berlaku terhadap Karyawan PKWT (yaitu mereka yang dipekerjakan oleh Perusahaan berdasarkan Perjanjian Kerja Waktu Tertentu), hanya apabila secara khusus dinyatakan dalam Peraturan Perusahaan ini dan hanya jika konteksnya relevan terhadap Hubungan Kerja untuk Waktu Tertentu. Hubungan kerja Karyawan PKWT umumnya diatur didalam Perjanjian Kerja Waktu Tertentu yang relevan.

**CHAPTER I**  
**DEFINITION OF TERMS**

**Article 1**  
**Definition**

1. The Company, also referred to as Employer, is PT Energi Bayu Jenepono, a company, having its legal domicile in The Plaza Officer Tower, Level 25 Unit F1, Jl. M.H. Thamrin Kav. 28-30, Kel. Gondangdia, Kec. Menteng, Central Jakarta, and conducting the business of wholesale of machinery, tools and other equipment within the Republic of Indonesia.
2. Definition and Terms applicable to this Company Regulation shall be as listed in **Appendix I**.

**Article 2**  
**Scope of Company Regulation**

1. This Company Regulation regulates the general terms of employment in the Company in conjunction with the prevailing labor laws regulations. Other specific issues shall be regulated further by the Company as may be necessary and in compliance with the prevailing laws and regulations.
2. Matters not regulated in this Company Regulation shall be subject to the prevailing laws and regulations.
3. This Company Regulation is applicable to all Indonesian national employees of the Company, particularly those who are employed under Indefinite Period Employment Agreements. The terms and conditions of employment set out in this Company Regulation shall only apply to Definite Period Employees of the Company (i.e. those employed by the Company under Definite Period Employment Agreements), only if it is specifically stated in this Company Regulation and only when the context is relevant to a Definite Period Employment Relationship. The employment to a Definite Period Employee is mainly governed under the relevant Definite Period Employment Agreement.



Untuk menghindari keraguan, istilah "Karyawan" atau "Para Karyawan" yang digunakan didalam Peraturan Perusahaan ini merujuk kepada para karyawan Perusahaan yang bekerja berdasarkan perjanjian kerja waktu tidak tertentu.

For the avoidance of doubt, the term "Employee" or "Employees" used throughout this Company Regulation refer to employees of the Company who are employed pursuant to indefinite period employment agreements.

## **BAB II UMUM**

### **Pasal 3 Kebijakan Pengembangan Sumber Daya Manusia (SDM)**

1. Perusahaan akan terus berusaha untuk meningkatkan kemampuan, ketrampilan, keahlian dan profesionalisme sumberdaya manusianya serta menciptakan iklim kerja yang sehat.
2. Perusahaan dapat menyelenggarakan Program Pelatihan dan Pengembangan Sumber Daya Manusia melalui pelatihan-pelatihan di dalam dan/atau di luar tempat kerja jika diperlukan dan sesuai dengan target dan tujuan Perusahaan, antara lain, menggali potensi individu Karyawan dan prestasi ketika mengevaluasi dan mempertimbangkan pengembangan karir mereka.

### **Pasal 4 Pertentangan Kepentingan**

1. Karyawan harus mematuhi ketentuan-ketentuan yang digariskan dalam Peraturan Perusahaan dan harus senantiasa berperilaku yang tidak bertentangan dengan atau mengancam kepentingan Perusahaan serta yang tidak mengakibatkan rusaknya nama baik Perusahaan.
2. Perusahaan tidak mengizinkan kerabat/ keluarga yang bekerja pada kedudukan yang saling melapor atau yang dapat menimbulkan benturan kepentingan yang dapat mengakibatkan tidak berjalannya fungsi pengawasan dengan semestinya.
3. Karyawan tidak diperkenankan memberikan pernyataan atau mengungkapkan informasi Perusahaan yang bersifat rahasia kepada pihak manapun tanpa persetujuan terlebih dahulu dari perwakilan Perusahaan yang berwenang.

## **CHAPTER II GENERAL**

### **Article 3 Company Human Resources Policy**

1. The Company shall strive to improve the capability, skills, expertise and professionalism of its human resources to create a healthy working environment.
2. The Company may organize human resources training and development programs via in-house and/or off-site training as may be necessary and in line with the Company's targets and objectives by, among other things, exploring individual Employee's potential and achievement when evaluating and considering their career development.

### **Article 4 Conflict of Interest**

1. Employees must comply with the conditions outlined in the Company's Code of Business Ethics and Conduct and must at all times conduct themselves in a manner that neither conflicts with nor compromise the interests or damages reputation of the Company.
2. The Company shall not allow relatives/families to be employed in positions reporting to each other that may cause conflict of interest that may prevent proper implementation of internal control system.
3. Employee/s shall not be allowed to make a statement and/or disclose any Company confidential information to other parties without prior approval from the authorized representative of the Company.

**BAB III**  
**PENERIMAAN, STATUS DAN MASA**  
**PERCOBAAN KARYAWAN**

**Pasal 5**  
**Penerimaan Karyawan**

1. Perusahaan akan mempekerjakan individu yang memenuhi kriteria dan kualifikasi yang ditetapkan Perusahaan dan berpengalaman yang cocok bagi setiap jabatan. Perusahaan sepenuhnya berhak menentukan prosedur seleksi yang akan diterapkan dan melakukan seleksi serta mengambil keputusan penerimaan.
2. Proses seleksi dapat mencakup tes kemampuan, penilaian atas pengalaman kerja sebelumnya, kualifikasi akademik, referensi, wawancara perorangan, dan pemeriksaan kesehatan. Apabila calon karyawan diminta untuk melalui pemeriksaan kesehatan, pemeriksaan kesehatan tersebut akan dilakukan oleh rumah sakit yang telah ditunjuk oleh Perusahaan.
3. Perusahaan berhak dan memiliki wewenang penuh untuk menolak atau menerima calon karyawan.

**Pasal 6**  
**Status Karyawan**

1. **Status Karyawan:** ditentukan dari jenis hubungan kerja antara Perusahaan dan Karyawan, yang disetujui oleh pihak Perusahaan dan Karyawan yang bersangkutan, yaitu:
  - a. **Karyawan Tetap** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk jangka waktu tidak tertentu berdasarkan pada Perjanjian Kerja Waktu Tidak Tertentu (PKWTT).
  - b. **Karyawan Waktu Tertentu** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk jangka waktu tertentu untuk melakukan pekerjaan tipe tertentu yang bersifat sementara. Syarat-syarat dan kondisi-kondisi pekerjaan Karyawan Waktu Tertentu diatur dalam Perjanjian Kerja Waktu Tertentu (PKWT).
  - c. **Karyawan Harian Lepas** ialah Karyawan yang diperkerjakan oleh Perusahaan untuk melakukan suatu pekerjaan tertentu dan dapat berubah-ubah dalam hal waktu

**CHAPTER III**  
**EMPLOYEE RECRUITMENT, STATUS**  
**AND PROBATION PERIOD**

**Article 5**  
**Employee Recruitment**

1. The Company shall recruit individuals who meet the criteria and qualifications determined by the Company and meet the required experience for each position. The Company reserves the sole right to determine selection procedures to be applied and to make selection and hire decisions.
2. The selection process may include aptitude test, review of work experiences, academic qualifications, references, personal interviews, and medical check examination. If candidates are requested to undergo a medical examination, it shall be conducted by a hospital appointed by the Company.
3. The Company has the right and full authority to reject or accept the hiring of an employee candidate.

**Article 6**  
**Employee Status**

1. **Employee status** shall be determined from the type of work relationship between the Company and Employee, approved by the Company and the respective Employee.
  - a. **Indefinite Period Employee** is an employee who is employed by the Company for an indefinite period based on an Indefinite Period Employment Agreement (PKWTT).
  - b. **Definite Period Employee** is an employee who is employed by the Company for a definite period of time to perform certain types of work that are temporary in nature. The terms and conditions of employment of a Definite Period Employee are provided in the relevant Definite Period Employment Agreement (PKWT).
  - c. **Casual Worker** is engaged by the Company to perform certain types of work that may vary in terms of the work time and the volume and paid based on

maupun volume pekerjaan dan dibayarkan atas dasar kehadiran Karyawan secara harian. Syarat-syarat dan kondisi-kondisi pekerjaan Karyawan Harian Lepas diatur tersendiri.

2. Karyawan menduduki golongan sesuai dengan bidang pekerjaan, kompetensi, dan pelaksanaan pekerjaannya.

#### **Pasal 7 Masa Percobaan**

1. Semua Karyawan Tetap akan menjalani masa percobaan selama 3 (tiga) bulan terhitung sejak tanggal mereka mulai bekerja. Hal ini bertujuan untuk menilai kemampuan kerja dan adaptasi individu yang bersangkutan.
2. Selama masa percobaan baik Perusahaan maupun Karyawan dapat mengakhiri hubungan kerja tanpa syarat dan kewajiban terhadap masing-masing pihak.
3. Setelah berhasil menyelesaikan masa percobaan, Karyawan yang bersangkutan akan dikonfirmasi sebagai Karyawan Tetap.
4. Perusahaan tidak wajib untuk memberikan uang pemutusan hubungan kerja kepada Karyawan, dan Karyawan juga tidak wajib membayar kompensasi kepada Perusahaan, apabila hubungan kerja diputuskan selama masa percobaan. Namun demikian, Perusahaan akan membayarkan gaji Karyawan sampai dengan hari terakhir Karyawan bekerja, serta pembayaran lainnya yang mungkin telah disepakati berdasarkan perjanjian kerja terkait. Jika Perusahaan yang memprakarsai pemutusan hubungan kerja selama masa percobaan, Perusahaan juga akan membayarkan uang transportasi Karyawan untuk kembali ke tempat penerimaan Karyawan yang bersangkutan (tidak termasuk tanggungannya).

attendance. The terms and conditions of work of a casual worker are regulated separately.

2. Employees shall be graded in line with their scopes of work, competencies, and work performance.

#### **Article 7 Probation Period**

1. All Indefinite Period Employees are subject to a probation period of 3 (three) months at the beginning of their employment relationship. This is intended to assess the work and adaptation capabilities of relevant individual.
2. During the probation period, either the Company or the Employee may terminate the employment relationship without any conditions and obligations to the other party.
3. Upon successful completion of the probation period, the Employee shall be confirmed as an Indefinite Period Employees.
4. The Company shall not be obliged to provide any termination payment to the Employee, and the Employee shall not be obliged to pay compensation to the Company where employment is terminated within the probation period. However, the Company shall provide the Employee's salary up until the Employee's last day of work, as well as any other payments that may have been agreed under the relevant employment agreement. If the Company initiates the termination of employment during the probation period, the Company shall also cover the transportation cost of the Employee to return to the location of hire (not included his/her dependents).

**BAB IV**  
**WAKTU KERJA DAN KERJA LEMBUR**

**Pasal 8**  
**Waktu Kerja**

1. Waktu kerja biasa adalah 8 (delapan) jam sehari dan 40 (empat puluh) jam seminggu terdiri dari 5 (lima) hari kerja.
2. Karyawan akan diberitahu sekurang-kurangnya 30 (tiga puluh) hari sebelumnya dalam hal ada perubahan jadwal kerja.
3. Waktu yang dihabiskan untuk perjalanan menuju dan dari tempat kerja tidak dihitung sebagai jam kerja yang dijalani kecuali perjalanan yang memerlukan waktu 24 (dua puluh empat) jam atau lebih akan dianggap sebagai waktu kerja.
4. Setiap Karyawan wajib menaati hari kerja dan waktu kerja sesuai dengan yang telah ditetapkan baginya oleh Perusahaan. Karyawan Non-Staff wajib mengisi *time-sheet* secara benar dan mendapatkan persetujuan atasan dan Kepala Departemen lebih dulu untuk perhitungan jam kerja dan kelebihan jam kerja normal sebelum dikirim ke Bagian Payroll. Kegagalan memenuhi ketentuan ini menyebabkan tertundanya upah Karyawan yang bersangkutan pada bulan terkait.

**Pasal 9**  
**Kerja Lembur**

1. Kerja lembur dilakukan oleh Karyawan pada jam diluar jam kerja biasa atau selama jam istirahat mingguan dan/atau pada hari libur resmi.
2. Pengaturan kerja lembur merupakan hak dan wewenang Perusahaan melalui atasan Karyawan yang bersangkutan berdasarkan kebutuhan pekerjaan yang diberikan melalui perintah kerja lembur di luar jadwal kerja yang telah ditentukan dan tidak bersifat otomatis.
3. Karyawan Staff tidak memenuhi syarat untuk menerima upah lembur walau bekerja di luar jam kerja regular (biasa) atau selama waktu istirahat/waktu istirahat mingguan dan atau libur resmi. Gaji Karyawan Staff menunjukkan suatu remunerasi yang mencakup seluruh pekerjaan yang dilakukan oleh Karyawan Staff, baik selama maupun di luar waktu kerja normal.

**CHAPTER IV**  
**WORKING HOURS AND OVERTIME**

**Article 8**  
**Working Hours**

1. Normal working hours shall be 8 (eight) hours a day and 40 (forty) hours a week, consisting of 5 (five) working days.
2. Employees shall be advised at least 30 (thirty) days in advance of any changes to work schedule.
3. Hours spent for travel to and from the workplace shall not be calculated as hours worked except travel requiring 24 (twentyfour) hours or more shall be considered worked hours.
4. Each Employee is required to observe working days and working hours as scheduled by the Company. Non-Staff Employees are obliged to fill out time sheet properly and have it approved by their supervisor and the Department Head in order to record normal hours and extra ours worked before being submitted to Payroll Section. Failure to comply with these requirements shall result in the delay of relevant Employee's salary for the said month.

**Article 9**  
**Overtime**

1. Overtime work is work performed by an Employee beyond regular work schedule or work performed during rest hours/weekly rest days and/or on public holidays.
2. Overtime work arrangement shall be the sole right and authority of the Company, based on relevant Employees' supervisor, issued via an overtime request beyond normal work schedule and shall not be automatic.
3. Staff Employees do not qualify for overtime payment although they work beyond their regular work schedule or work performed during rest hours/weekly rest days and/or on public holidays. The Staff Employee's salary reflects a remuneration covering all work performed by the Staff Employee including during and outside the normal

- working hours.
4. Perjalanan dinas tidak dihitung sebagai lembur walau dilakukan di luar jam kerja normal, kecuali supir Perusahaan yang ditugaskan untuk mengemudikan mobil kantor selama melakukan perjalanan dinas tersebut.
  5. Waktu yang digunakan untuk mengikuti training dan pendidikan tidak dianggap sebagai lembur.
  6. Waktu kerja lembur apabila diperlukan dan disetujui oleh Atasan hanya dapat dilakukan paling banyak 3 (tiga) jam dalam 1 (satu) hari dan 14 (empat belas) jam dalam 1 (satu) minggu.
  7. Besar upah lembur diperhitungkan berdasarkan Keputusan Menteri Tenaga Kerja dan Transmigrasi No. 102/MEN/VI/2004 tentang Waktu Kerja Lembur dan Upah Kerja Lembur sebagai berikut:
    - a. Dilakukan pada hari-hari biasa:
      - Jam pertama : 1,5 x upah per jam
      - Jam-jam berikutnya : 2 x upah per jam.
    - b. Besar upah lembur yang dilakukan pada hari hari istirahat mingguan atau hari libur resmi:
      - Dalam batas 8 jam: 2 x upah per jam.
      - 9 dan 10 jam: 3 x upah per jam.
      - Diatas 11 jam: 4 x upah per jam.
  8. Perhitungan upah lembur per jam adalah sebagai berikut:
    - Karyawan bulanan : 1/173 x upah sebulan
  9. Waktu perjalanan yang diperlukan untuk pergi ke dan pulang dari tempat kerja tidak dihitung sebagai jam kerja lembur.
  10. Jika tugas pekerjaan mengharuskan Karyawan tersebut untuk bekerja melebihi jam kerja yang diizinkan pada minggu tersebut agar pekerjaan dapat diselesaikan dengan memuaskan, dan keadaan-keadaan demikian tidak boleh terjadi terus-menerus dan harus dibatasi sekecil mungkin.
4. Business travel time shall not count as overtime although such travel is made beyond normal work hour, except for Company driver who is assigned to drive a company's car during such time.
  5. Time spent attending training and education is not considered as overtime.
  6. Overtime if required and approved by Supervisor shall only be exercised at the maximum 3 (three) hours in 1 (one) day and 14 (fourteen) hours in 1 (one) week.
  7. Overtime pay shall be calculated based on Minister of Manpower and Transmigration Decree No. 102/MEN/VI/2004 on Overtime Work and Overtime Pay as follows:
    - a. When overtime is worked on normal days:
      - First hour : 1.5 x hourly wage
      - Succeeding hours: 2 x hourly wage
    - b. When overtime is worked on weekly off day or official public holiday:
      - Within 8 hours: 2 x hourly rate of wage
      - 9th and 10th hours: 3 x hourly rate of wage
      - Above 11th hours: 4 x hourly rate
  8. The calculation of overtime rates of pay shall be as follows:
    - Monthly rated employees: 1/173 x monthly wage
  9. Time needed to travel to and from workplace is not regarded as time worked for overtime purpose.
  10. Where work duties require the Employee to work in excess of the maximum permitted hours for the week in order to satisfactorily complete his/her duties, and such circumstances must not occur continuously and should be restricted to an absolute minimum.

11. Kerja lembur yang dilakukan kurang dari setengah jam tidak diperhitungkan dan kerja lembur yang dilakukan selama setengah jam atau lebih akan dibulatkan ke satuan-setengah jam yang terdekat.
  12. Batas total waktu kerja lembur adalah didasarkan pada peraturan ketenagakerjaan yang berlaku dan demi keselamatan dan kesehatan kerja, waktu kerja lembur diikuti dengan waktu istirahat secukupnya.
  13. Jika ada perubahan pada ketentuan dan peraturan perundangan mengenai lembur dan upah lembur, maka ketentuan baru tersebut yang akan berlaku.
11. Overtime performed less than half an hour shall be disregarded and for half an hour or more is to be rounded to the nearest half hour.
  12. The limit of total overtime shall be based on the prevailing manpower regulations and, for the sake of work health and safety, overtime work shall be followed by sufficient rest time.
  13. If there are any changes to the provisions of laws and regulations regarding overtime and overtime pay, this new provision shall prevail.

**BAB V**  
**KETENTUAN LIBUR DAN CUTI**

**Pasal 10**  
**Hari Libur**

Setiap hari libur resmi, Karyawan tidak diwajibkan untuk bekerja, kecuali disebabkan oleh sifat pekerjaannya yang khusus dan masuk dalam jadwal kerja sesuai perintah dan kebijakan Perusahaan

**Pasal 11**  
**Hak Cuti/Istirahat Tahunan**

1. Karyawan yang telah bekerja setidaknya 12 (dua belas) bulan berturut-turut berhak mendapat istirahat tahunan 12 (dua belas) hari kerja dengan gaji penuh.
2. Karyawan yang masa kerjanya kurang dari 1 (satu) tahun, jatah cutinya akan di pro-rata.
3. Hari libur resmi yang jatuh pada masa cuti akan ditambahkan pada masa cuti.
4. Permohonan cuti harus diajukan oleh Karyawan yang bersangkutan 14 (empat belas) hari sebelum tanggal dimulainya cuti.
5. Istirahat tahunan baru dapat dilakukan setelah permohonan disetujui oleh manajer langsung Karyawan.
6. Istirahat tahunan dapat ditangguhkan maksimum untuk jangka waktu 1 (satu) tahun dengan persetujuan Kepala Sumber Daya Manusia terlebih dahulu. Jumlah hari hak cuti yang terkumpul termasuk cuti tahunan yang ditangguhkan dari tahun sebelumnya dan hak cuti tahunan untuk tahun berjalan tidak boleh lebih dari 14 (empat belas) hari.
7. Jumlah cuti yang melebihi 14 (empat belas) hari dalam tahun berjalan akan hangus. Karyawan tidak berhak atas kompensasi atas cuti tahunan yang sudah hangus yang melebihi 14 (empat belas) hari.
8. Karyawan yang terpaksa dirawat dirumah sakit karena menderita sakit, pada waktu ia melakukan cuti, berhak mendapat cuti pengganti yang lamanya disesuaikan dengan jangka waktu dia dirawat di rumah sakit setelah adanya keterangan yang sah dari rumah sakit dan dokter yang

**CHAPTER V**  
**HOLIDAYS AND LEAVE ENTITLEMENT**

**Article 10**  
**Holidays**

Public Holidays shall not require employees to work, except due to nature of job requiring employees to work as scheduled at request of the Company.

**Article 11**  
**Annual Leave**

1. An Employee who has worked at least 12 (twelve) months consecutively shall be entitled to a 12 (twelve) days annual leave with full pay.
2. Employees who have less than one complete year of service, the annual leave entitlement will be pro-rated.
3. An official public holiday which falls within the leave period shall be added to the leave period.
4. An application for leave must be submitted by the Employee at least 14 (fourteen) days before the commencement of the leave.
5. Annual leave may be taken only after the application has been approved by the Employee's direct manager.
6. Annual leave may be deferred for 1 (one) year maximum and only with prior approval of the Head of Human Resources. Total leave days including the accrual of deferred annual leave from the previous year and the annual leave entitlement for the current year must not exceed 14 (fourteen) days.
7. Any number of total leave days exceeding 14 (fourteen) in a current year shall be forfeit. Employee shall not be entitled to any compensation to the forfeited days of annual leave that exceeds 14 (fourteen) days.
8. An Employee who is hospitalized during leave shall be entitled to replacement leave, in which the replacement shall equal the number of days in hospital, after he/she submits a valid statement issued by the hospital and doctor that provides the



merawatnya dan persetujuan Perusahaan.

treatment and subject to approval of Company.

## **Pasal 12 Cuti dan Istirahat Lain-Lain**

## **Article 12 Other Leaves**

### **1. Istirahat Melahirkan**

- a. Karyawan wanita yang akan melahirkan berhak menerima istirahat melahirkan, selama 3 (tiga) bulan kalender dengan pembayaran gaji penuh.
- b. Istirahat kelahiran yang lamanya 3 (tiga) bulan dapat diambil atas 1½ (satu setengah) bulan sebelum dan 1½ (satu setengah) bulan sesudah kelahiran. Waktu permulaan istirahat didasarkan kepada pendapat dokter atau perhitungan waktu yang wajar. Permohonan cuti hamil harus disampaikan oleh Karyawan setidaknya 30 (tiga puluh) hari sebelum hari pertama cuti melahirkan yang diharapkan untuk memungkinkan pengaturan untuk alokasi pekerjaan yang tepat

### **1. Maternity Leave**

- a. A female Employee who is expecting childbirth shall be entitled to a maternity leave of 3 (three) months on full pay.
- b. The 3 (three) months maternity leave can be taken by 1½ (one and a half) months before and 1½ (one and a half) months after the delivery. The commencement of leave shall be based on the advice of a physician. Application for maternity leave must be submitted by the Employee at least 30 (thirty) days before the expected first day of maternity leave to allow arrangement for proper work allocation.

### **2. Istirahat Keguguran**

Karyawan wanita yang mengalami keguguran, berhak mendapat istirahat sampai 1½ (satu setengah) bulan kalender dengan gaji normal dibayar penuh, apabila istirahat sedemikian dinyatakan perlu oleh dokter yang ditunjuk Perusahaan.

### **2. Miscarriage Leave**

A female employee who experiences a miscarriage shall be entitled up to 1½ (one month and half) months leave on full pay should such rest be necessary as certified by a doctor appointed by the Company.

### **3. Istirahat Haid**

Karyawan wanita yang sedang haid dapat diberikan Cuti Haid dengan upah apabila ia menderita sakit pada hari pertama dan kedua dari siklus masa haidnya. Dalam hal tersebut Karyawan wajib memberitahukan atasannya mengenai perlunya cuti tersebut.

### **3. Menstruation Leave**

A female Employee may be granted leave with pay if she suffers illness on the first and second day of her menstrual cycle. In such cases the Employee is obliged to advise her supervisor of her requirement for leave.

### **4. Absen Karena Sakit**

- a. Karyawan yang berhalangan kerja karena sakit dan dibuktikan dengan surat keterangan dokter yang ditunjuk Perusahaan, berhak atas istirahat dengan dibayar sesuai dengan tabel berikut:

### **4. Absence Due to Illnes**

- a. An Employee who is unable to work due to illness shall be entitled to leave after obtaining written certificate from a doctor appointed by the Company with pay as per table below:

<b>Istirahat Sakit / Sick Leave</b>	<b>Pembayaran Gaji Bulanan / Payment of Monthly Wage</b>
4 (empat) bulan pertama / <i>1<sup>st</sup> four (4) months</i>	100%
4 (empat) bulan kedua / <i>2<sup>nd</sup> four (4) months</i>	75%
4 (empat) bulan ketiga / <i>3<sup>rd</sup> four (4) months</i>	50%
Untuk setiap bulan berikutnya sebelum pemutusan hubungan kerja / <i>For each subsequent month before termination of employment</i>	25%

b. Apabila sakit selama lebih dari 12 (dua belas) bulan dan berdasarkan rekomendasi tertulis dari dokter yang ditunjuk Perusahaan, Karyawan dinyatakan tidak dapat melakukan pekerjaan seperti biasa, hubungan kerja Karyawan yang bersangkutan dapat diputuskan sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

b. If the length of illness exceeds 12 (twelve) months and based on written recommendation of the Company appointed doctor, an Employee is declared ill and unable to perform work as normal, the said Employee may be terminated based on the prevailing labor laws and regulations.

### **Pasal 13 Izin Meninggalkan Pekerjaan**

1. Setiap Karyawan dapat diberi izin tidak masuk kerja atau meninggalkan pekerjaan untuk sementara, dengan gaji penuh pada waktu ia mengalami hal-hal sebagai berikut:

### **Article 13 Permit to Leave Work**

1. Each Employee can be permitted not to report to work or leave work temporarily with full pay upon the occurrence of the following events:

<b>Kejadian / Events</b>	<b>Hari / Days</b>
a. Perkawinan Karyawan sendiri / <i>Employee's own marriage</i>	3
b. Perkawinan anak Karyawan / <i>Marriage of Employee's child</i>	2
c. Kematian suami/istri, anak, orang tua, mertua, dan saudara kakak saudara sekandung / <i>Death of Employee's spouse, child, parent, parents in law, sibling.</i>	2
d. Kelahiran anak Karyawan / <i>Birth of Employee's child</i>	2
e. Khitanan atau pembaptisan anak Karyawan / <i>Circumcision or baptism of Employee's child</i>	2
f. Kematian anggota keluarga yang tinggal dalam satu rumah dengan Karyawan / <i>Death of one Employee's family residing at the same house with Employee</i>	2

2. Karyawan harus memperoleh izin terlebih dahulu dari Perusahaan sebelum meninggalkan pekerjaan untuk sementara atau tidak masuk kerja, kecuali dalam hal kematian seperti tersebut pada Ayat 1c, dan Karyawan tidak mempunyai kesempatan untuk minta izin sebelumnya kepada Perusahaan.

2. Before leaving work temporarily or being absent from work, an Employee must obtain prior permission from the Company, except in the event of death of a family member as described in paragraph 1 c and the Employee is unable to request permission from the Company before hand.

3. Izin meninggalkan pekerjaan untuk sementara atau tidak masuk kerja dengan gaji atau tanpa gaji dapat juga diberikan untuk kepentingan lain, selain daripada yang tercantum dalam Ayat 1 dan Ayat 2 Pasal ini, atas kebijaksanaan Perusahaan.

3. Permission to leave work temporarily or to be absent from work with or without pay may also be given for reasons other than those specified in paragraph 1 of this Article, at the discretion of the Company.

4. a. Untuk Karyawan yang menunaikan ibadah haji, Perusahaan dapat memberikan izin dengan gaji penuh asalkan Karyawan telah bekerja untuk Perusahaan setidaknya selama 1 (satu) tahun terus-menerus.
  - b. Seluruh biaya yang timbul untuk perjalanan ibadah haji ditanggung oleh Karyawan sendiri.
  - c. Jumlah hari cuti yang dibayar yang diberikan kepada Karyawan untuk menunaikan ibadah Haji harus sesuai dengan jangka waktu yang diperlukan untuk menyelesaikan ibadah haji sesuai dengan program yang diambil oleh Karyawan. Dalam hal apapun, jumlah maksimum cuti yang dibayar tidak boleh melebihi 40 (empat puluh) hari atau sesuai waktu yang diperlukan untuk menunaikan ibadah Haji berdasarkan program yang diambil Karyawan. Karyawan diwajibkan untuk memberikan dokumentasi pendukung untuk mengkonfirmasi jangka waktu yang diperlukan untuk Karyawan untuk melaksanakan ibadah Haji.
  - d. Karyawan wajib menyampaikan cuti untuk menunaikan Ibadah Haji sekurang-kurangnya 16 (enam belas) minggu sebelum tanggal keberangkatan.
  - e. Kesempatan untuk menunaikan ibadah Haji dengan dibayar penuh sebagaimana diatur dalam Pasal 13 ayat 4 hanya berlaku 1 (satu) kali selama masa kerja Karyawan dengan Perusahaan. Apabila Karyawan berkeinginan kembali untuk menunaikan Ibadah Haji, Karyawan harus menggunakan hak cuti tahunannya. Jika cuti tahunannya tidak mencukupi, maka Karyawan dapat mengajukan permohonan cuti tanpa dibayar.
4. a. The Company may grant leave with full pay for an Employees to go on Hajj pilgrimage provided that the Employee has been working for the Company for at least 1 (one) year continuously.
  - b. All expenses incurred for the Hajj pilgrimage shall be borne by the Employee.
  - c. The number of days of paid leave granted for an Employee to go on Hajj pilgrimage shall be in accordance with the period necessary to complete the Hajj pilgrimage according to the program taken by the Employee. In any event, the maximum period of paid leave shall not exceed 40 (forty) days or the applicable period necessary to perform Hajj pilgrimage based on the program taken by the Employee. Employees are required to present supporting documentation confirming the necessary period for the Employee to perform the Hajj pilgrimage.
  - d. Employees are required to apply for the leave to go on Hajj pilgrimage not less than 16 (sixteen) weeks before the departure date.
  - e. The opportunity to go on Hajj pilgrimage with salary fully paid as provided under this paragraph 4 of Article 13 shall occur only once during the Employee's employment with the Company. If the Employee wishes to go on another Hajj pilgrimage, the Employee must utilize his/her annual leave entitlement. If the number of annual leave entitlement is not sufficient, the Employee may apply for unpaid leave.
5. Tidak masuk kerja tanpa alasan yang dapat diterima oleh Perusahaan atau tanpa izin dari Perusahaan akan berakibat pada pengurangan gaji sesuai dengan jumlah hari absen, dan juga tindakan disiplin sesuai dengan Peraturan Perusahaan.
  5. Employees' absence from work without acceptable reasons or Company approvals shall result in salary deduction in line with days of absenteeism, and also in disciplinary actions in line with the Company Regulation.

**BAB VI  
PENGUPAHAN**

**Pasal 14  
Upah dan Pajak Penghasilan**

1. Karyawan diberikan upah pokok menurut skala upah pokok di Perusahaan. Karyawan menduduki jabatan yang sesuai dengan klasifikasi dalam skala upah pokok
2. Gaji harus diperlakukan dengan rahasia dan hanya untuk penggunaan internal saja.
3. Upah dibayarkan kepada Karyawan setiap tanggal 25 (dua puluh lima) setiap bulannya atau hari kerja terdekat dengan tanggal tersebut melalui transfer bank ke rekening Karyawan.
4. Perusahaan akan memotong Pajak Penghasilan (PPH 21) dan iuran untuk program jaminan sosial yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial terkait yang harus dibayar oleh Karyawan dari gaji kotor Karyawan sebagaimana diharuskan berdasarkan peraturan yang berlaku.

**Pasal 15  
Tunjangan**

**1. Tunjangan Hari Raya Keagamaan**

Sekali dalam setahun Perusahaan akan memberikan Tunjangan Hari Raya Keagamaan (THR) sesuai ketentuan Peraturan Menteri Ketenagakerjaan No. 6 Tahun 2016 tentang Tunjangan Hari Raya Keagamaan kepada seluruh Karyawan, yang telah bekerja secara terus-menerus sebagai berikut:

- a. Karyawan yang mempunyai masa kerja selama 1 (satu) bulan atau lebih berhak mendapatkan Tunjangan Hari Raya Keagamaan. Pembayaran akan diberikan 7 (tujuh) hari sebelum hari raya keagamaan berlangsung. Tunjangan Hari Raya Keagamaan akan dibayarkan kepada karyawan secara bersamaan pada hari raya Lebaran.
- b. Bagi Karyawan yang telah bekerja selama 12 (dua belas) bulan atau lebih akan diberi Tunjangan Hari Raya Keagamaan sebesar 1 (satu) bulan upah pokok ditambah dengan

**CHAPTER VI  
REMUNERATION**

**Article 14  
Remuneration and Income Tax**

1. Employees shall be paid by base salary in accordance with Company's base salary scales. Each employee shall occupy a position that fit into base salary scale classification.
2. Salary shall be treated confidential for use of internal only.
3. Salary shall be paid to Employees on every 25<sup>th</sup> (twenty fifth) day of the month or the closest business date to that date to the Employee's bank account via wire transfer.
4. Company shall deduct Income Taxes (PPH 21) and contributions for the social security programs administered by the relevant Social Security Organizing Agencies which are payable by the Employee from the Employee's gross salary as required by the prevailing regulations.

**Article 15  
Allowances**

**1. Religious Holiday Allowance**

The Company shall pay once each year a Religious Holiday Allowance in accordance with the provisions of Minister of Employment Regulation No. 6 of 2016 on Religious Holiday Allowance to all Employees who have continuously worked as follows:

- a. Employees with a service period of 1 (one) month or more shall be eligible for Religious Holiday Allowance. This payment shall be made 7 (seven) days prior to the relevant religious holiday. Religious Holiday Allowance shall be paid to all employees on Eid Al Fitr.
- b. Employees with a service period of 12 (twelve) months or more shall be eligible for 1 (one) month base salary plus fixed allowance(s) (if any).

tunjangan tetap (jika ada).

- c. Bagi Karyawan yang telah bekerja 1 (satu) bulan tetapi kurang dari 12 (dua belas) bulan akan diberikan Tunjangan Hari Raya Keagamaan secara prorata.
  - d. Apabila pemutusan hubungan kerja Karyawan terjadi dalam waktu 30 (tiga puluh) hari sebelum hari raya keagamaan terkait dari seorang Karyawan, Perusahaan akan membayarkan hak Karyawan atas Tunjangan Hari Raya Keagamaan, asalkan Karyawan telah bekerja selama lebih dari 1 (satu) bulan bagi Perusahaan.
- c. Employees with a service period of 1 (one) month but less than 12 (twelve) months shall be eligible for Religious Holiday Allowance on a prorata basis.
  - d. If the termination of an Employee takes place within 30 (thirty) days prior to the relevant religious holiday of an Employee, the Company will pay the Employee's entitlement to the Religious Holiday Allowance, provided that the Employee has worked for more than 1 (one) month for the Company.

#### **Pasal 16 Upah Minimum**

Gaji pokok terendah tidak akan kurang dari upah minimum yang telah ditentukan oleh Pemerintah.

#### **Article 16 Minimum Wages**

The lowest base salary shall not be less than the minimum wage as determined by the Government.

#### **Pasal 17 Peninjauan Upah**

1. Perusahaan akan menetapkan struktur pengupahan yang sesuai dengan struktur organisasi dan pola kerja Perusahaan. Berdasarkan pertimbangan perkembangan bisnis, Perusahaan berhak untuk mengubah struktur pengupahan ini.
2. Penetapan dan penyesuaian upah diatur oleh Perusahaan berdasarkan latar belakang pendidikan, pengalaman, kecakapan/ketrampilan, jabatan, nilai pekerjaan, tanggung jawab, prestasi kerja karyawan.
3. Penilaian kinerja akan ditinjau oleh Perusahaan setahun sekali sebelum bulan April. Kenaikan upah akan dipertimbangkan atas dasar, diantaranya, kinerja perseorangan, kemampuan Perusahaan dan kondisi perekonomian.

#### **Article 17 Wage Review**

1. The Company shall implement a wage structure that is appropriate to the Company's organizational structure and mode of operation. In response to business development, the Company reserves the right to modify this wage structure.
2. Salary shall be reviewed and determined by the Company based on education background, experience, skill/competency, responsibility, job values, and performance of an employee.
3. Performance review shall be conducted by the Company once a year before the month of April. Any increase shall be considered based on, among other things, the individual performance, Company's performance, and economic condition

**BAB VII  
MANFAAT KARYAWAN**

**Pasal 18  
Perawatan Kesehatan Karyawan**

1. Ketentuan-ketentuan tentang pengobatan dan perawatan kesehatan berikut akan berlaku:
  - a. Pengobatan dan perawatan harus dilakukan di pusat kesehatan atau rumah sakit yang disetujui oleh Perusahaan. Akan tetapi pengobatan dan perawatan dalam keadaan darurat di mana persetujuan terlebih dahulu tidak dapat diperoleh dapat dipertimbangkan.
  - b. Pengobatan dan perawatan harus dilakukan di tempat oleh praktisi medis umum yang sudah disetujui dengan persetujuan Perusahaan.
  - c. Pengobatan dan perawatan medis yang diberikan oleh dokter spesialis harus berdasarkan rekomendasi dari dokter umum setelah Karyawan mendapat persetujuan Perusahaan terlebih dahulu untuk pengobatan dan perawatan khusus tersebut.
  - d. Pengobatan dan perawatan medis dapat dilakukan di rumah sakit yang ditunjuk Perusahaan.
  - e. Untuk pengobatan dan perawatan medis untuk Karyawan yang telah menikah (baik pria maupun wanita), jika berlaku, penggantian biaya untuk pengobatan dan perawatan tersebut diberikan bagi Karyawan yang bersangkutan dan keluarga tanggungannya. Penggantian biaya hanya akan diberikan sesuai dengan kebijakan dan prosedur yang berlaku di Perusahaan.
  - f. Pengobatan gigi terbatas pada penambalan, pencabutan, dan tindakan medis lainnya yang perlu sebagai pengobatan terhadap penyakit yang berkaitan dengan gigi. Biaya gigi palsu, penambalan atau tatakan dengan emas dan pengobatan orthodontist tidak akan memperoleh penggantian biaya. Apabila Karyawan yang sedang dalam melakukan pekerjaan mengalami kecelakaan sehingga yang bersangkutan harus menggunakan gigi palsu, biaya pembuatan gigi palsu tersebut akan menjadi tanggungan Perusahaan.

**CHAPTER VII  
EMPLOYEE BENEFITS**

**Article 18  
Employee Health Care**

1. The following rules on medical treatment and health care shall apply:
  - a. Medical treatment and care must be done at a health centre or hospital approved by the Company. However, in case of emergency where prior approval could not be obtained, treatment and care at other places can be considered.
  - b. Medical treatment and care must be done by a general practitioner approved by the Company.
  - c. Medical treatment and care by a specialist must be upon the recommendation from a general practitioner, after the Employee has obtained prior approval of the Company for such special treatment and care.
  - d. Medical treatment and care may be made at hospital appointed by the Company.
  - e. For medical treatment and care for married Employees (male or female), if applicable, reimbursement of expenses shall be made for the medical treatment and care of the Employee herself/himself, and her/his dependents. Reimbursements of expenses shall only be made in accordance with the applicable policies and procedure in the Company.
  - f. Dental treatment is limited to fillings, extraction, and other required medical action to treat dental-related illness. The costs for false teeth, gold fillings or inlays or orthodontic treatment shall not be reimbursed. If an Employee in the course of his/her work suffers an accident that results in his/her using false teeth, such expenses shall be borne by the Company.

2. Rawat Jalan, dan Rawat Inap
  - a. Manfaat untuk rawat jalan diberikan kepada Karyawan dan Tanggungan yang sah sesuai ketentuan polis asuransi tersebut melalui suatu Program Asuransi Kesehatan.
  - b. Manfaat rawat inap juga diberikan untuk Karyawan dan Tanggungan yang sah sesuai ketentuan polis asuransi tersebut melalui suatu Program Asuransi Kesehatan.
  - c. Lingkup asuransi baik untuk rawat jalan, maupun rawat inap tidak meliputi semua jenis perawatan dan Perusahaan berhak menolak klaim yang digolongkan di luar lingkup polis asuransi tersebut.
  - d. Perusahaan tidak memberikan manfaat kesehatan/ perawatan rumah sakit untuk luka-luka yang sengaja dilakukan bagi Karyawan sendiri.

3. Bantuan Kelahiran:

Manfaat berkaitan dengan kelahiran dicakup dalam Program Asuransi Kesehatan.

4. Perawatan Kecelakaan Kerja

Perawatan kesehatan untuk kecelakaan kerja diberikan sesuai ketentuan program jaminan sosial yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial terkait. Evakuasi darurat diberikan sesuai dengan program evakuasi medis Perusahaan.

5. Pemeriksaan Kesehatan Berkala

Karyawan akan mendapatkan pemeriksaan kesehatan berkala sekali dalam satu tahun atas biaya Perusahaan.

**Pasal 19  
Perjalanan Dinas**

1. Perjalanan dinas ke propinsi lainnya harus memperoleh persetujuan dari Direktur.

2. Outpatient Treatment, and Hospitalization

- a. Benefits for outpatient treatment shall be provided for Employees and their authorized Dependants as stipulated in the insurance policy through a Healthcare Insurance Program.
- b. Hospitalization benefit (inpatient treatment) shall also be provided for Employees and their authorized Dependants as stipulated in the insurance policy through a Healthcare Insurance Program.
- c. Both the outpatient treatment and the hospitalization insurance coverage are not all inclusive and the Company reserves the right to reject any claim classified as exclusion under the insurance policy.
- d. The Company shall not provide medical/hospital benefits for treatments of Employee's intentional self-inflicted injuries.

3. Childbirth Assistance:

Benefits related to childbirth assistance shall be covered under Healthcare Insurance Program.

4. Work place Accident Treatment

Medical care for work place accident shall comply with the regulations on the social security program administered by the relevant Social Security Organizing Agency. Emergency evacuation shall be provided in accordance with the Company's medical evacuation plan.

5. Periodic Medical Checkup

Employees shall receive a periodic medical checkup once in a year at the Company's expenses.

**Article 19  
Business Travel**

1. Business travel to other provinces must be authorized by the Director.

2. Seluruh perjalanan dinas harus sesuai dengan kebijakan pengeluaran/perjalanan Perusahaan.

**Pasal 20**  
**Jaminan Sosial**

1. Sesuai dengan ketentuan Undang-Undang No. 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial, Perusahaan akan mengikutsertakan Karyawan dalam program jaminan sosial sebagai berikut:
  - a) jaminan sosial ketenagakerjaan, yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial Ketenagakerjaan ("**BPJS Ketenagakerjaan**"), yang meliputi Jaminan Hari Tua (JHT), Jaminan Kecelakaan Kerja (JKK), Jaminan Kematian (JK) dan Jaminan Pensiun (JP); dan
  - b) program jaminan kesehatan yang diselenggarakan oleh Badan Penyelenggara Jaminan Sosial Kesehatan ("**BPJS Kesehatan**").
2. Karyawan akan membayar sebagian dari premi untuk program JHT dan JP yang diselenggarakan oleh BPJS Ketenagakerjaan dan program jaminan kesehatan yang diselenggarakan oleh BPJS Kesehatan sesuai dengan peraturan perundang-undangan yang berlaku. Perusahaan akan memotong jumlah premi untuk program JHT dan program JP dari upah Karyawan untuk disetorkan kepada BPJS Ketenagakerjaan atas nama Karyawan. Perusahaan juga akan memotong jumlah premi untuk program jaminan kesehatan dari upah Karyawan untuk disetorkan kepada BPJS Kesehatan atas nama Karyawan.

2. All business travels must be in accordance with the Company's expense/travel policy.

**Article 20**  
**Social Security**

1. In accordance with Law No. 24 of 2011 on Social Security Organizing Agency, the Company will enroll the Employee in the following social security programs:
  - a) workers social security, administered by Manpower Social Security Organizing Agency ("**BPJS Manpower**") covering Old Age Security (JHT), Occupational Accident Security (JKK), Death Security (JK) and Pension Security (JP) programs; and
  - b) health security program administered by Health Social Security Organizing Agency ("**BPJS Health**")
2. The Employee will pay part of the premium for the JHT and JP program administered by BPJS Manpower and the health security program administered by BPJS Health according to the prevailing laws and regulations. The Company will deduct the amount of premium for the JHT and JP programs from the Employee's salary to be endorsed to BPJS Manpower on his/her behalf. The Company will also deduct the amount of premium for the health security program from the Employee's salary to be endorsed to BPJS Health on his/her behalf.



**BAB VIII  
DATA PRIBADI KARYAWAN**

**Pasal 21  
Data Pribadi Karyawan**

Karyawan dengan ini memberikan kewenangan kepada Perusahaan untuk:

- a. mengumpulkan, memproses, menyimpan dan menjaga Data Pribadi Karyawan;
- b. mengungkapkan Data Pribadi Karyawan yang berkaitan dengan hubungan kerja Karyawan dengan dan yang disimpan oleh Perusahaan kepada afiliasi dari Perusahaan di seluruh dunia dan kepada pihak ketiga lainnya, apabila pengungkapan Data Pribadi Karyawan tersebut dibutuhkan untuk memenuhi kewajiban Perusahaan dan/atau untuk memastikan terpenuhinya hak-hak Karyawan. Pengungkapan Data Pribadi Karyawan ini akan dilakukan sesuai ketentuan peraturan perundang-undangan yang berlaku; dan
- c. secara umum tetap memproses Data Pribadi Karyawan dengan memperhatikan ketentuan peraturan perundang-undangan yang berlaku.

Karyawan berhak untuk mengakses Data Pribadi Karyawan sendiri dan memberitahukan perubahan-perubahan yang ada dan perlu kepada Perusahaan.

Untuk keperluan Pasal 21 ini, “**Data Pribadi Karyawan**” meliputi namun tidak terbatas pada contoh-contoh berikut:

- a. data mengenai identitas, alamat rumah, nomor telepon rumah, alamat email dan informasi kontak Karyawan lainnya;
- b. data mengenai jabatan, tugas, remunerasi, manfaat, evaluasi kinerja dan data yang berkaitan dengan hubungan kerja dan pekerjaan Karyawan; dan
- c. informasi mengenai kondisi kesehatan Karyawan serta anggota keluarganya.

**CHAPTER VIII  
EMPLOYEE PERSONAL DATA**

**Article 21  
Employee Personal Data**

The Employee hereby grants the authority for the Company to:

- a. collect, process, store and preserve the Employee Personal Data;
- b. divulge the Employee Personal Data which are related to the Employee’s employment relationship with the Company and which are kept by the Company to the affiliates of the Company and to other third parties, if the divulge of the Employee Personal Data is necessary to fulfil the obligations of the Company and/or ensure the fulfilment of the Employee’s rights. The divulge of the Employee Personal Data shall be conducted in accordance with the prevailing laws and regulations; and
- c. in general way, proceed with the processing of Employee Personal Data, in compliance with the prevailing laws and regulations.

The Employee has the right to access his/her own Employee Personal Data and to inform any existing and necessary changes to the Company.

For the purpose of this Article 21, “**Employee Personal Data**” include, but are not limited to the following examples:

- a. data on the Employee’s identity, home address, home telephone number, email address and other contact information of the Employee;
- b. data on the title, duties, remuneration, benefits, performance evaluation and data related to the employment relationship and the work of the Employee; and
- c. information on the health condition of the Employee and his/her family members.

**BAB IX  
TATA TERTIB PERUSAHAAN**

**Pasal 22  
Tata Tertib Kerja**

Tata tertib kerja Perusahaan merupakan filosofi kerja di Perusahaan dan harus dipatuhi oleh seluruh Karyawan di tempat kerja.

1. Karyawan wajib memelihara ketertiban kerja dan usaha, mematuhi semua ketentuan Perusahaan serta menjaga sikap saling menghormati tanpa memandang latar belakang suku, agama, ras dan antar golongan (SARA), kebangsaan dan budaya.
2. Disiplin kerja merupakan faktor penting dalam menciptakan lingkungan kerja yang kondusif dan sehat.
3. Karyawan dan orang-orang yang diijinkan oleh Perusahaan untuk berada di tempat kerja atau lingkungan Perusahaan wajib menggunakan Kartu Identitas Perusahaan.
4. Karyawan wajib bekerja sesuai dengan tugas dan tanggung jawab, serta jadwal kerja yang telah ditetapkan, dan melaksanakan pekerjaannya dan mematuhi instruksi lisan maupun tertulis yang diberikan oleh atasannya.
5. Karyawan diwajibkan kembali ke tempat kerja setelah cuti atau melakukan perjalanan lain yang disetujui oleh Perusahaan sesuai dengan tanggal kembali kerja.
6. Atasan bertanggungjawab dalam mewujudkan dan mengembangkan sikap disiplin karyawannya di tempat kerja yang menjadi tanggungjawabnya dalam rangka memelihara dan meningkatkan efisiensi, efektivitas, dan produktivitas kerja.
7. Karena kebutuhan operasional, Perusahaan berhak mengalihutugaskan Karyawannya dalam satu departemen, antar departemen, dan/atau antar lokasi kerja. Karyawan yang akan dialihutugaskan akan diberikan pemberitahuan atas pemindahan kerjanya.
8. Karyawan harus jujur dan setia kepada Perusahaan dengan memberikan pencitraan positif mengenai Perusahaan kepada masyarakat sekitar dan pihak luar lainnya.

**CHAPTER IX  
COMPANY CODE OF CONDUCT**

**Article 22  
Code of Conduct**

The Company's code of conduct is considered as the philosophy of working in the Company and should be observed by all Employees at the work location.

1. Employees shall maintain work and business order, comply with all Company provisions, and maintain attitude of mutual respect regardless of ethnicity, religion, race, and societal group (SARA), nationality and culture.
2. Work discipline shall constitute as an important factor in promoting conducive and healthy work environment.
3. Employees and persons authorized to stay at work place or Company premises shall wear Company ID badges.
4. Employees shall work according to duties and responsibilities, and specified work schedule, perform their work and comply with instructions both verbal and written provided by their supervisor.
5. Employees shall return to work places from leave and other trips approved by Company according to the return date.
6. Supervisors shall be responsible to carry out and promote work discipline attitude of their employees at work places of their supervision and responsibility within the framework of maintaining and enhancing efficiency, effectiveness, and productivity.
7. On the basis of operational needs, Company has authority to re-assign its Employees inter department, intra departments, and and/or inter locations. Employees who are re-assigned will be given notice of their re-assignment.
8. Employees shall be honest and loyal to the Company by representing positive image of the Company in the community and other external parties.

9. Karyawan dilarang memberi atau menerima suap berupa uang, barang, ataupun jasa.
  10. Karyawan dilarang melakukan tindak kekerasan, mengancam, mengintimidasi, berkelahi, menyerang, atau pelanggaran hukum lainnya di tempat kerja atau di lingkungan Perusahaan.
  11. Karyawan dilarang mengambil barang dan/atau membawa barang milik teman sekerja atau milik Perusahaan di lingkungan kerja atau keluar area kerja tanpa persetujuan dari pihak yang berwenang.
  12. Karyawan dilarang melakukan dan/atau terlibat dalam kegiatan politik di tempat kerja.
  13. Dilarang melakukan pencurian dan/atau melakukan penggelapan.
  14. Karyawan dilarang melakukan ancaman dan/atau penganiayaan terhadap atasan atau teman sekerja dan/atau anggota keluarganya.
  15. Bersengkongkol dengan seorang manajer atau teman sekerja atau anggota keluarga manajer dan atau teman sekerja untuk melakukan hal yang melanggar hukum adalah tindakan yang dilarang.
  16. Karyawan harus menjunjung lingkungan kerja yang positif, sehat, bebas pelecehan dan aman.
  17. Karyawan wajib melaporkan setiap penyimpangan terhadap Tata Tertib Kerja baik oleh dirinya sendiri maupun oleh orang lain.
  18. Karyawan wajib melaporkan pelanggaran yang benar terjadi maupun yang diduga terjadi segera setelah Karyawan mengetahuinya. Laporan dapat dilakukan kepada atasan atau manajer langsung Karyawan atau kepada tim kepatuhan (*compliance team*). Pelanggaran atau insiden dapat menyangkut permasalahan operasional dan kerugian yang timbul dari proses-proses internal yang tidak memadai atau yang gagal terpenuhi atau dari kejadian-kejadian eksternal seperti penipuan, keselamatan tempat kerja dll, permasalahan finansial, permasalahan sistem atau teknologi, permasalahan peraturan atau hukum, permasalahan manajemen, permasalahan kontraktual atau permasalahan kepatuhan internal.
9. Employees shall not provide nor receive bribes in the form of money, goods, or services.
  10. Employees shall not commit in any act of violence, threat, instigation, fighting, assault or breach of laws at work places or in the Company premises.
  11. Employees shall not remove and/or take our properties of co-worker or Company in or outside Company premises without approval of authorized persons.
  12. Employees shall not be allowed to conduct and/or be involved in any political activities at work location.
  13. Theft and/or embezzlement are prohibited.
  14. Employees shall be forbidden to threat and/ or assault a manager or colleague and/ or a member of their families.
  15. Conspiracy with a manager or colleague or a member of a manager's family and/or colleague to perform an illegal act is prohibited.
  16. Employees shall promote a positive, healthy, harassment free and safe working environment.
  17. Employees shall report any departure from the Code of Conduct by themselves or others.
  18. Employees shall report actual or suspected breaches as soon as they become aware of it. The reports can be made to their supervisor or manager or directly to the compliance team. The breach or incident may involve operational issues and losses resulting from inadequate or failed internal processes or from external events such as frauds, workplace safety etc., financial issues, systems or technological issues, regulatory or legal issues, management issues, contractual issues or internal compliance issues.

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| <p>19. Karyawan wajib mengemukakan keprihatinan yang sungguh-sungguh terhadap kemungkinan adanya ketidakpantasan dalam hal pelaporan keuangan dan pelanggaran-pelanggaran lainnya pada kesempatan yang sesegera mungkin, dan dengan cara yang pantas.</p> <p>20. Karyawan wajib memastikan bahwa orang yang menyampaikan atau membantu orang lain dalam menyampaikan suatu laporan mengenai pelanggaran Tata Tertib Kerja dilindungi dari tindakan pembalasan.</p> <p>21. Karyawan wajib menjalankan tugas-tugasnya secara profesional, kompeten dan bertanggung jawab, sambil juga mencari kesempatan yang wajar untuk memajukan pengetahuan dan keterampilannya termasuk melalui partisipasi dalam program pengembangan profesional yang relevan.</p> | <p>19. Employees shall raise genuine concerns about possible improprieties in matters of financial reporting and other malpractices at the earliest opportunity, and in an appropriate way.</p> <p>20. Employees shall ensure that the person who makes or assists someone to make, a report concerning a violation of the Code of Conduct is protected from retribution.</p> <p>21. Employees shall carry out their duties in a professional, competent and conscientious manner, while seeking suitable opportunities to improve their knowledge and skills, including through participation in relevant professional development programs.</p> |
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**Pasal 23**  
**Prosedur Disiplin**

1. Semua Karyawan diharapkan untuk menegakkan standar disiplin yang tinggi di tempat kerja. Standar disiplin akan dibuat dengan jelas untuk memastikan bahwa Karyawan sepenuhnya memahami ekspektasi yang perlu dicapai di tempat kerja.
2. Karyawan yang melanggar standard disiplin tersebut akan dikenakan tindakan disipliner sesuai Peraturan Perusahaan dan peraturan perundang-undangan yang berlaku.
3. Tindakan disipliner dirancang untuk mencapai tujuan-tujuan berikut ini:
  - a. Mengatur dan menerapkan sistem hubungan industrial demi terciptanya hasil kerja yang produktif dan lingkungan kerja yang kondusif.
  - b. Mendorong kinerja dan mendidik Karyawan yang melakukan pelanggaran ke arah yang lebih baik dan positif untuk mencegah terulangnya pelanggaran.
  - c. Menggalakan keselamatan dan mengurangi resiko kerugian atau gangguan terhadap kehidupan Karyawan.

**Article 23**  
**Disciplinary Procedure**

1. High standards of workplace discipline are expected to enforce for all Employees. Discipline standards shall be clearly defined to ensure that Employees fully understand expectations within the workplace.
2. Employees who fail to observe the discipline standards shall be subject to disciplinary actions in line with the Company Regulation and prevailing labor legislations.
3. Disciplinary actions shall be designed to achieve the following objectives:
  - a. Regulate and implement industrial relations system to create a climate of a productive work results and condusive work environment.
  - b. Encourage employee's performance and behaviour and educate offending employee in the direction of improved and positive behaviour in order to prevent from reoccurrence of infractions.
  - c. Promote safety and to minimize the threat of loss or disruption to employees' livelihood.

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|--|--|
| <p>d. Mengamankan investasi Perusahaan dan memastikan diterapkannya praktek bisnis yang efisien.</p> <p>e. Mengamankan para pelanggar yang telah berulang kali melakukan pelanggaran demi terjaganya lingkungan kerja yang aman dan kondusif.</p>  | <p>d. Safeguard the Company's investment and ensure that efficient business practices are followed.</p> <p>e. Remove repeated offenders from the workplace to maintain safe and condusive work environment.</p>      |
| <p>4. Semua arsip Karyawan yang berkaitan dengan pelanggaran disiplin, termasuk pelanggaran keselamatan kerja dan kehadiran, akan dijadikan bahan pertimbangan di dalam proses promosi Karyawan. Arsip-arsip tersebut bisa mencakup semua surat peringatan baik yang masih berlaku maupun yang sebelumnya.</p> | <p>4. All Employee records relating to infringements of discipline, including safety and attendance shall taken into account in employee's promotion. The records may include current as well as prior warnings.</p> |
| <p>5. Promosi mungkin tidak akan dipertimbangkan bagi Karyawan yang telah menerima peringatan disipliner dalam segala bentuk yang masih berlaku.</p>   | <p>5. Promotion may not be considered for Employees who have received disciplinary warnings of any kind that are still valid.</p>  |

**Pasal 24**  
**Kategori Pelanggaran Disiplin**

Tindakan disipliner dikelompokkan menjadi 3 (tiga) kategori yaitu **Pelanggaran Ringan, Sedang, Pelanggaran Dengan Alasan Mendesak.**

1. **Pelanggaran Ringan** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran ringan dan/atau tanda-tanda awal kinerja yang buruk.
2. **Pelanggaran Sedang** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran menengah dan/atau pelanggaran ringan yang akumulatif.
3. **Pelanggaran Dengan Alasan Mendesak** adalah perbuatan atau tingkah laku yang dilakukan sehubungan dengan adanya pelanggaran serius dan/atau pelanggaran ringan atau sedang yang akumulatif yang merugikan Perusahaan.

**Pasal 25**  
**Tabel Tindakan Disipliner**

1. Tabel Tindakan Disiplin disusun sebagai pedoman bagi Perusahaan untuk menerapkan tindakan disiplin agar memenuhi asas keadilan, konsistensi, dan obyektifitas serta untuk mematuhi peraturan perundang-undangan ketenagakerjaan yang berlaku.

**Article 24**  
**Category of Disciplinary Actions**

Disciplinary actions are divided into 3 (three) categories, **Minor, Medium, and violations that are Urgent Reasons.**

1. **Minor Violation** is an action or behaviour committed with regard to a minor violation and/or initial signs of poor performance.
2. **Medium Violation** is action or behaviour committed with regard to a medium violation and/or accumulative minor violations.
3. **Violations that are Urgent Reasons** is an action or behavior committed with regard to serious violation and/or accumulative minor or medium violations that disadvantage Company.

**Article 25**  
**Disciplinary Actions Table**

1. The Disciplinary Actions Table is arranged for use as a guideline for the Company in establishing disciplinary actions to meet justice, consistency, and objective principles and to comply with the prevailing labor laws.

2. Penerapan tindakan disiplin menuruti prinsip akumulatif, sampai ke tingkat Pemutusan Hubungan Kerja, apabila tindakan disipliner sebelumnya masih berlaku, dengan memperhatikan peraturan perundang-undangan yang berlaku.

2. The establishment of disciplinary actions shall adhere to the accumulataive principle up to termination of employment level, if the previous disciplinary action is still effective with due observance of the prevailing laws and regulations.

**Pasal 26**  
**Tabel Tindakan Disiplin Pelanggaran Ringan**

**Article 26**  
**Disciplinary Action Table Minor Violations**

Ayat/ Clause	Pelanggaran Ringan/ Minor Violations	Surat Peringatan / Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work Discipline Regulations</b>						
26.1	Terlambat masuk kerja tanpa alasan yang sah/ <i>Incidental lateness in reporting to work without acceptable reasons.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.2	Tidak masuk kerja tanpa ijin dari atasan/ <i>Absent from work without permission from the supervisor.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.3	Meninggalkan pekerjaan dalam jam kerja tanpa ijin atasan/ <i>Leave work during working hours without permission from the supervisor</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.4	Perbuatan yang tidak menyenangkan/ bertindak kasar dan/atau tidak sopan di lingkungan Perusahaan/ <i>Indecent behaviours/acting rudely and/or offending in Company premises</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.5	Mengungkapkan upah dan penghasilan kepada pihak-pihak yang tidak berwenang/ <i>Disclosure of wage and earnings to unauthorized parties</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
26.6	Membujuk dan membantu Karyawan dalam melakukan pelanggaran-pelanggaran di atas/ <i>Incite and help Employees to commit any of the above offenses.</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
26.11	Tidak melaporkan setiap kejadian yang diketahuinya yang berhubungan dengan masalah keamanan dan ketertiban yang terjadi di lingkungan Perusahaan/ <i>Does not report any incident related to security and order occurring</i>	Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>	Ke 5 <i>5th</i>

*in the Company premises.*

**Pasal 27**

**Tabel Tindakan Disipliner Pelanggaran Sedang**

**Article 27**

**Disciplinary Action Table Medium Violations**

Ayat Clause	Pelanggaran Sedang Medium Violations	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work Discipline Regulations</b>						
27.1	Tidur pada waktu jam kerja/ <i>Sleep at work</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	ke 4 <i>4th</i>
27.2	Terlambat kembali dari cuti tanpa persetujuan perpanjangan dan/atau alasan yang dapat diterima selama 2 (dua) hari/ <i>Late return from leave without extending permission and/or for unacceptable reasons for 2 (two) days.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.3	Tidak melindungi, memelihara atau menjaga barang milik Perusahaan yang berada dalam tanggung jawabnya sehingga mengakibatkan kerusakan / <i>Fail to protect, care for, or maintain Company property under his/her responsibility causing damage.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.4	Tidak melaporkan kerusakan peralatan dan/barang milik Perusahaan yang berada dalam tanggungjawabnya/ <i>Fail to report damage of Company equipment and/or goods under his/her responsibility</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.5	Menolak perintah atau penugasan pekerjaan yang diberikan oleh atasan tanpa alasan yang dapat diterima/ <i>Refuse to carry out an instruction or work assigned without unacceptable reasons</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.6	Tidak memenuhi panggilan Perusahaan secara tertulis untuk proses penyelidikan dan pemeriksaan/ <i>Fail to respond to Company's written summon for investigation.</i>		Ke1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.7	Membawa minuman beralkohol di tempat kerja atau di lingkungan Perusahaan/ <i>Bring alcoholic beverages to the workplace or Company's premises.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.8	Tidak menjalankan fungsi dan/atau kewajibannya berkenaan dengan penerapan prosedur tindakan disiplin yang berlaku/ <i>Fail to carry out function and/or duties with regard to the implementation of</i>		Ke 1	Ke 2	Ke 3	Ke 4

Ayat Clause	Pelanggaran Sedang Medium Violations	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>the prevailing disciplinary action procedures</i>		<i>1st</i>	<i>2nd</i>	<i>3rd</i>	<i>4th</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
27.9	Bertindak kasar, melecehkan, berbicara kotor, memberi isyarat yang tidak senonoh sehingga mengganggu orang lain dan/atau lawan jenis di lingkungan Perusahaan/ <i>Act rudely, harass, speak foul language, or make rude gestures which disturb other people and/or the opposite gender in the Company premises.</i>		Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>	Ke 4 <i>4th</i>
27.10	Terlambat kembali dari cuti tanpa persetujuan perpanjangan dan/atau alasan yang dapat diterima/ <i>Return late from leave without extending permission and/or for unacceptable reasons:</i>  - Terlambat/ <i>late</i> 3 hari/ <i>days</i>  - Terlambat/ <i>late</i> 4 hari/ <i>days</i>			Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>
				Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>	Ke 3 <i>3rd</i>

**Pasal 28**  
**Tabel Tindakan Disipliner Pelanggaran Dengan Alasan Mendesak**

**Article 28**  
**Disciplinary Action Table Violations that are Urgent Reasons**

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
<b>Disiplin Tata Tertib Kerja/Work</b>						
28.1	Menyalahgunakan jabatan dan/atau wewenangnya untuk kepentingan diri sendiri, orang lain atau kelompoknya sehingga merugikan Perusahaan/ <i>Misuse title and/or authority for his/her own interest or the interest of other people or group that may cause loss to the Company</i>				Ke 1 <i>1st</i>	Ke 2 <i>2nd</i>
28.2	Mengambil dan/atau menyembunyikan sedemikian rupa dengan maksud memiliki barang dan/atau uang milik Perusahaan atau milik orang lain di dalam Perusahaan atau pihak lain yang memiliki hubungan atau mempunyai kepentingan dalam bentuk apapun dengan Perusahaan/ <i>Taking and/or hiding any way with the intention of owning goods and/or money belonging to the Company or those belonging to any person within</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>



Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>the Company or any other parties having relationships or dealings of any forms with the Company.</i>					
28.3	Memindahkan barang atau properti milik Perusahaan dari tempatnya dengan tujuan memiliki barang atau properti tersebut secara melawan hukum/ <i>Removing any goods and properties of the Company from their proper place with the intention or purpose of unlawfully possessing those goods and properties.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.4	Secara langsung atau tidak langsung (yaitu, melalui anggota keluarga Karyawan atau orang lain) menerima hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya dari pelanggan, klien atau pemasok Perusahaan, di mana hadiah, pembayaran/tip atau keuntungan-keuntungan tersebut diberikan atau ditawarkan untuk mempengaruhi keputusan bisnis seseorang di dalam Perusahaan/ <i>Directly or indirectly (i.e. through a family member of the Employee or any other person) accepting gifts, gratuities or advantages from customers and suppliers of Company or any other parties with whom the Company have established business relationships, when such gifts, gratuities or advantages are given or offered to influence a business decision of any person within the Company.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.5	Secara ceroboh atau dengan sengaja tidak melaporkan kepada atasannya atau pihak yang berwenang di Perusahaan setiap hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan dari pelanggan dan pemasok Perusahaan atau pihak lainnya yang telah mempunyai hubungan bisnis dengan Perusahaan, termasuk apabila hadiah, pembayaran/tip atau keuntungan-keuntungan atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan diberikan kepada seorang anggota keluarga Karyawan/ <i>Negligently or intentionally failing to report to the Employee's supervisor any gifts, gratuities, advantages or any offer of gifts, gratuities or advantages from customers and suppliers of the Company or any other parties with whom the Company have established business relationships,</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<i>including when such gifts, gratuities, advantages or any offer of such gifts, gratuities or advantages are made to a member of the Employee's family.</i>					
28.6	Menawarkan, memberikan, meminta, menerima, baik langsung maupun tidak langsung, setiap bentuk bujukan yang tidak sah atau apapun yang memiliki nilai dimana penawaran, pemberian, permintaan atau penerima tersebut ditujukan untuk mempengaruhi keputusan seseorang, di dalam maupun di luar Perusahaan, atau yang dapat ditafsirkan sebagai suatu suap, <i>kickback</i> atau transaksi yang dapat dipertanyakan, atau untuk dapat menerima barang, jasa atau manfaat lainnya sebagai penggantinya/ <i>Offering, giving, soliciting or receiving, either directly or indirectly, any form of improper or illegal inducements or anything of value when such offer, gift, solicitation or receipt is for the purpose of influencing a decision of any person, within or outside the Company or which could be construed as a bribe, kickback or any other questionable transaction, or for the purpose of receiving goods, services, or any other benefit in return.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.7	Memberikan informasi yang tidak benar, termasuk namun tidak terbatas pada Data Pribadi Karyawan/ <i>Providing false or falsified information, including without limitation with respect to the Employee Personal Data.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.8	Mengakses tanpa izin yang tepat Data Pribadi Karyawan dari Karyawan lain dengan maksud menyalahgunakan aspek apapun dari Data Pribadi Karyawan tersebut untuk keuntungan pribadi Karyawan/ <i>Accessing without proper authorization the Employee Personal Data of another Employee with the intention of misusing or abusing any aspect of such Employee Personal Data for the personal benefit of the Employee.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
<b>Keamanan dan Ketertiban/Security and Order</b>						
28.9	Berada di bawah pengaruh alkohol, bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang dapat					Diproses atas dasar alasan

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	menimbulkan ketergantungan selama bekerja di lingkungan Perusahaan atau lokasi lainnya di mana Karyawan harus melaksanakan pekerjaannya atau saat mengemudikan kendaraan apapun atau saat menggunakan atau mengoperasikan mesin atau peralatan selama atau diluar pelaksanaan kegiatan Perusahaan/ <i>Being under the influence of alcohol, an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance while working within the premises of the Company or at any other location where the Employee needs to perform his/her work or while driving any vehicle or while using or operating any machine or equipment during or outside the course of activities of the Company.</i>					mendesak / <i>Processed on the basis of urgent reason</i>
28.10	Mempunyai, memiliki, menjual, memberikan, mengedarkan atau mendistribusikan suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan, atau sumber-sumber dari suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan kepada Karyawan lain atau siapapun juga/ <i>Having, possessing, selling, giving, circulating or distributing an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance or sources of an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance to other Employees or to anyone else.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.11	Menggunakan atau memiliki alkohol tanpa izin selama waktu kerja/ <i>Using or possessing alcohol without authorization during working hours.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.12	Melakukan perbuatan asusila di lingkungan kerja/ <i>Committing immoral acts within work premises.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
28.13	Dengan ceroboh atau karena sengaja membiarkan Karyawan lain atau atasan langsung maupun tidak langsung dalam keadaan bahaya/ <i>Negligently or intentionally leaving other Employees or his/her direct or indirect supervisor in dangerous situation.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.14	Secara fisik maupun psikologis menyerang atau mengintimidasi Karyawan lain serta atasan langsungnya/ <i>Physically or psychologically attacking or intimidating other employees and his/her direct or indirect supervisor.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.15	Dengan ceroboh atau dengan sengaja merusak atau membiarkan dalam keadaan berbahaya setiap barang milik Perusahaan, atau milik orang lain di dalam Perusahaan atau pihak-pihak lainnya yang mempunyai hubungan dalam bentuk apapun dengan Perusahaan/ <i>Negligently or intentionally damaging or leaving in dangerous situation any goods belonging to the Company, or those belonging to any person within the Company or any other parties having relationships or dealings of any forms with the Company.</i>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>
28.16	Secara langsung tidak langsung tanpa izin yang tepat/ <i>Directly or indirectly without proper authorization:</i> <ul style="list-style-type: none"> <li>• menggunakan untuk tujuan dan manfaat pribadi Karyawan atau untuk kepentingan orang, perusahaan, badan usaha atau organisasi lain / <i>use for the Employee's own purposes and benefits or those of any other person, company, business entity or other organization;</i> atau/or</li> <li>• mengungkapkan kepada pihak, perusahaan, badan usaha atau organisasi lainnya / <i>disclose to any person, company, business entity or other organization;</i></li> </ul>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<p>setiap merek dagang atau hal lain yang dilindungi oleh hak atas kekayaan intelektual dalam bentuk apapun di wilayah hukum manapun, atau informasi yang bersifat rahasia yang berhubungan dengan atau yang dimiliki oleh Perusahaan, termasuk namun tidak terbatas pada setiap informasi terkait dengan pelanggan, daftar pelanggan atau persyaratan atau cara berhadapan dengan pelanggan, pemasok, daftar pemasok atau ketentuan-ketentuan mengenai cara menghadapi pemasok, struktur harga, <i>marketing</i>, dan informasi penjualan, rencana bisnis atau transaksi, Karyawan atau pejabat, informasi keuangan, rekening dan rencana, desain, formula, lini produk, prototype, jasa, kegiatan penelitian, kode asal (<i>source codes</i>) dan sistem computer, piranti lunak, informasi teknis, setiap dokumen yang ditandai "Rahasia" (atau yang serupa) atau setiap informasi yang telah diberitahukan kepada Karyawan sebagai rahasia atau yang dapat diduga dengan wajar oleh Karyawan akan dianggap sebagai suatu hal yang bersifat rahasia oleh Perusahaan, atau setiap informasi yang diberikan kepada Perusahaan atas dasar kepercayaan oleh pelanggan, klien, pemasok dan orang lain/ <i>any trade secrets or other matters protected by any form of intellectual property rights in any jurisdictions or any confidential information relating to or belonging to the Company, including but not limited to any such information relating to customers, customer lists or requirements or ways of dealing with customers, suppliers, supplier lists or requirements or ways of dealing with suppliers, pricing structures, marketing and sales information, business plans or dealings, Employees or officers, financial information, accounts and plans, designs, formulae, product lines, prototypes, services, research activities, source codes and computer systems, software, technical information, any document marked "Confidential" (or with a similar expression), or any information which the Employee has been told is confidential or which the Employee might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by customers, clients, suppliers and other persons.</i></p>					
28.17	Dengan ceroboh atau sengaja tidak mengungkapkan kepada Perusahaan seluruh pekerjaan, penemuan dan setiap bentuk lainnya yang timbul dari pekerjaan atau penemuan tersebut					Diproses atas dasar alasan mendesak /

Ayat Clause	Pelanggaran Dengan Alasan Mendesak Violations that are Urgent Reasons	Surat Peringatan Warning Letter				PHK Termination
		Lisan Verbal	I	II	III	
	<p>yang /<i>Negligently or intentionally failing to disclose to the Company all works, inventions and any other forms resulting from those works or inventions which:</i></p> <ul style="list-style-type: none"> <li>• berkaitan baik secara langsung atau pun tidak langsung dengan kegiatan Perusahaan/ <i>are related either directly or indirectly to the activities of the Company;</i></li> <li>• dapat dilindungi oleh bentuk apapun dari hak atas kekayaan intelektual di wilayah hukum manapun/ <i>may be subject to the protection under any forms of intellectual property rights in any jurisdiction;</i> dan/and</li> <li>• yang dirancang, dibuat, diciptakan, berasal, diperoleh, ditulis, disempurnakan, diperbaiki atau ditemukan oleh Karyawan baik sendirian atau bersama dengan lainnya selama bekerja untuk Perusahaan dan/atau dengan menggunakan sumber daya dan fasilitas yang disediakan oleh Perusahaan kepada Karyawan/ <i>are designed, made, created, originated, conceived, written, perfected, improved or discovered by the Employee either on his/her own or together with others while under the employment of the Company and/or using resources and facilities provided by the Company to the Employee.</i></li> </ul>					<i>Processed on the basis of urgent reason</i>
28.18	<p>Melakukan tindakan lainnya di lingkungan kerja yang dapat menyebabkan kerugian materiil terhadap Perusahaan, termasuk namun tidak terbatas pada, ketidakmampuan Perusahaan dalam melanjutkan kegiatannya secara legal di Indonesia/ <i>Committing other acts within work premises which may cause direct material losses on the Company, including without limitation, the inability of the Company in continuing its activities legally in Indonesia.</i></p>					Diproses atas dasar alasan mendesak / <i>Processed on the basis of urgent reason</i>

**BAB X  
ADMINISTRASI TINDAKAN DISIPLINER**

**Pasal 29  
Tujuan**

1. Administrasi tindakan disipliner bertujuan mendokumentasikan catatan disipliner Karyawan untuk mengetahui dan memantau ketentuan-ketentuan tindakan disiplin yang berlaku, serta sebagai referensi dalam membuat analisis industrial untuk rekomendasi program pelatihan dan pembinaan.
2. Catatan terinci atas setiap pelanggaran disiplin, dugaan pelanggaran dan surat peringatan yang telah dikeluarkan akan diarsipkan. Berkas ini akan menjadi bagian dari Arsip Pribadi Karyawan yang bersifat rahasia.
3. Karyawan yang sedang menjalani masa tindakan disipliner tidak disertakan dalam proses kenaikan gaji dan/atau promosi.
4. Pencabutan fasilitas seperti kendaraan dinas atau kenikmatan jabatan lainnya dapat dikenakan sebagai bentuk tindakan disiplin.

**Pasal 30  
Prosedur Pemberian Peringatan**

1. Perusahaan mempunyai wewenang dan bertanggung jawab untuk melakukan tindakan disiplin terhadap Karyawan yang telah melakukan pelanggaran dan/atau bertindak merugikan Perusahaan sesuai dengan bobot pelanggaran pelanggaran yang dilakukan sebagai berikut:
  - a. **Peringatan Lisan**  
Ini umumnya akan diberikan oleh Atasan langsung Karyawan yang bersangkutan dan berlaku seketika setelah terjadi pelanggaran. Teguran ini diberikan untuk pelanggaran-pelanggaran ringan seperti yang dijelaskan dalam Pasal 26 di atas. Semua peringatan lisan akan dicatat dan disimpan di dalam Arsip Pribadi Karyawan.
  - b. **Peringatan Tertulis I**  
Peringatan Tertulis I dilakukan terhadap pelanggaran menengah dan/atau pelanggaran ringan yang akumulatif.

**CHAPTER X  
ADMINISTRATION OF DISCIPLINARY  
ACTIONS**

**Article 29  
Objective**

1. Administration of disciplinary action aims at documenting disciplinary records of employees to maintains and monitor valid terms of disciplinary action, and to source reference for industrial analysis in recommendation of training and education program.
2. Detailed records shall be kept of all disciplinary infringements, suspected infringements and warnings issued. These shall be part of Employee's Confidential Personal File.
3. Employees who have valid terms of disciplinary action shall not be included in the process of salary adjustment and/or promotion.
4. Facilities such as car assignment or other amenities may be revoked as a form of disciplinary action.

**Article 30  
Warning Procedure**

1. The Company has authority and responsibility to impose disciplinary actions towards an Employee who has committed a violation and/or committed an action that is detrimental to the Company depending upon the severity of the offence as follows:
  - a. **Verbal Warning**  
This shall normally be given by the Employee's immediate Supervisor and would be applied as soon after the offence as possible. It will apply to minor infringements such as those outlined in Article 26 above. All verbal warnings are to be recorded and kept in the Employee's Personal file.
  - b. **Written Warning I**  
Written Warning I shall be issued in accordance with a medium violation and/or accumulative minor violations.

Masa berlaku Peringatan Tertulis I adalah 2 (dua) bulan dihitung mulai tanggal saat pelanggaran.

c. **Surat Peringatan Tertulis II**

Surat Peringatan Tertulis II dilakukan terhadap pelanggaran menengah dan/atau ringan yang akumulatif.

Masa berlaku Surat Peringatan Tertulis II adalah 4 (empat) bulan dihitung mulai tanggal saat pelanggaran.

d. **Surat Peringatan Tertulis III**

Surat Peringatan Tertulis III terhadap pelanggaran dengan alasan mendesak dan/atau pelanggaran ringan dan/atau sedang yang akumulatif.

Surat Peringatan Tertulis III merupakan tindakan disiplin terakhir, dan apabila Karyawan melakukan pelanggaran yang sama ataupun yang berbeda dalam masa berlakunya peringatan tersebut, maka pemutusan hubungan kerja (PHK) akan diberlakukan.

Masa berlakunya Surat Peringatan Tertulis III adalah 6 (enam) bulan.

**Pasal 31**  
**Tingkat Kewenangan**

1. Karyawan harus mengetahui apa yang diharapkan oleh Perusahaan dan konsekuensinya apabila harapan tersebut tidak dipenuhi. Prosedur dan peraturan disiplin merupakan bagian dari syarat-syarat dalam pemberian pekerjaan kepada Karyawan.
2. Prosedur dan peraturan disiplin harus diterapkan sesuai dengan garis tanggung jawab dan wewenang dalam Perusahaan. Peran dan tingkat wewenang dalam prosedur dan peraturan pemberian tindakan disiplin adalah sebagai berikut:

The validity terms of Written Warning I shall be 2 (two) months as of the date of violation.

c. **Written Warning II**

Written Warning II shall be issued in accordance with a medium violation and/or accumulative minor violations.

Validity terms of Written Warning II shall be 4 (four) months as of the date of violation.

d. **Written Warning III**

Written Warning III shall be issued in accordance with a violation that is an urgent reason and/or accumulative minor and/or medium violations.

Written Warning III shall be the last disciplinary action, and in the event of employee committing the same or different violation within the valid terms of the warning, termination of employment shall be imposed.

Validity terms of Written Warning III shall be 6 (six) months.

**Article 31**  
**Level of Authority**

1. Employees should be made aware of what is expected by the Company and the consequence of this expectation not being met. Disciplinary procedures and regulations are part of the requirements in providing work to employees.
2. The disciplinary procedures and regulations shall be applied in accordance with the line of responsibility and authority within the Company. The role and level of authority in imposing disciplinary actions are as follows:



Tingkat Pelanggaran <i>Level of Violation</i>		Lisan <i>Verbal</i>	Tertulis <i>Written</i> I	Tertulis <i>Written</i> II	Tertulis <i>Written</i> III	** PHK / <i>Termination</i>	Tingkat Wewenang/ <i>Level</i> <i>of Authority</i>
Ringan/ <i>Minor</i>	Pelanggaran I/ <i>1<sup>st</sup> Violation</i>	✓					Atasan Langsung/ <i>Direct</i> <i>Supervisor</i>
	Berulangkali <i>/Repeatedly</i>		✓	✓			Atasan langsung/ <i>Direct</i> <i>Supervisor</i>
						✓	✓
Sedang/ <i>Medium</i>	Pelanggaran 1/ <i>1<sup>st</sup></i> <i>Violation</i>		✓				Atasan Langsung/ <i>Direct</i> <i>Supervisor</i>
	Berulangkali <i>/Repeatedly</i>			✓	✓	✓	Atasan Langsung- <i>/Direct Supervisor</i>
Berat Serious	Pelanggaran 1/ <i>1<sup>st</sup></i> <i>Violation</i>				✓		Atasan Langsung/ <i>Direct Supervisor</i>
	Berulangkali <i>/Repeatedly</i>					✓	

**BAB XI**  
**PROSEDUR KELUH KESAH**

**Pasal 32**  
**Prosedur Keluh Kesah**

1. Keluhan adalah perasaan tidak puas atau tidak adil yang terjadi berkenaan dengan situasi kerja atau hubungan kerja antara Karyawan atau kelompok Karyawan dengan Perusahaan.
2. Guna menciptakan hubungan kerja yang baik, keluhan dan pengaduan seorang Karyawan mengenai syarat-syarat kerja atau hal-hal yang tidak bersifat umum harus mendapat penyelesaian keluhan/pengaduan yang akan dijelaskan dibawah ini bertitik tolak pada dasar bahwa Karyawan secara perseorangan tidak dapat dihalangi untuk bertemu dengan dan berhak untuk didengar oleh atasannya mengenai keluhannya tentang syarat-syarat dan ketentuan kerja.
3. Prosedur ini bertujuan untuk membantu Karyawan dalam menyelesaikan keluhan yang disampaikan kepada atasannya tanpa mengganggu jalannya pekerjaan. Tujuan Perusahaan adalah untuk sedapat mungkin menyelesaikan setiap keluhan pada kesempatan pertama dan dalam waktu yang sesingkat-singkatnya.

**Pasal 33**  
**Tata Cara Penyelesaian Keluhan**

1. Tahapan penyampaian keluhan adalah sebagai berikut:
  - a. Langkah Pertama  
Karyawan mengemukakan sendiri secara lisan atau tertulis keluhannya kepada atasan langsung untuk diselesaikan dalam waktu paling lama 5 (lima) hari kalender
  - b. Langkah Kedua  
Jika upaya sebagaimana dalam langkah pertama belum didapat langkah penyelesaian, maka Karyawan yang bersangkutan harus meneruskan keluhannya secara tertulis kepada atasan setingkat lebih tinggi dengan tembusan kepada Kepala Departemen Sumber Daya Manusia] untuk diselesaikan dalam waktu paling lama 7 (tujuh) hari kalender.

**CHAPTER XI**  
**GRIEVANCE PROCEDURE**

**Article 32**  
**Grievance Procedure**

1. A grievance is a feeling of dissatisfaction or unfairness related to work situation or work relationship between Employees or group of Employees with the Company.
2. In order to create a good work relationship, any grievances from an Employee with regard to the terms and conditions of work or other specific matters shall be settled as fairly as possible. The grievance settlement procedure shall be as per explained below, with a basic principle that an Employee may not be prevented from and is entitled to having a meeting with his/her supervisor concerning grievance related to terms and conditions of work.
3. Purpose of this procedure is to assist the Employee in settling a grievance submitted to the supervisor without work interruption. It is the objective is the company to settle each grivance at the first level in the shortest amount of time possible.

**Article 33**  
**Grievance Settlement Procedure**

1. Stages in submitting grievances are as follows:
  - a. First Step  
Employees address grievance verbally or in written to direct supervisor who should settle it at the latest within 5 (five) calendar days.
  - b. Second Step  
If the first step has not resulted in any satisfactory settlement, the employee shall forward the grievance in writing to superior of direct supervisor with copy to the Head of internal Department of Human Resources who should settle it at the latest within 7 (seven) calendar days.

- c. Langkah Ketiga  
Apabila pada langkah kedua belum didapatkan penyelesaian maka persoalan tersebut secara tertulis dapat ditingkatkan dengan membawakannya ke Kepala Departemen dengan tembusan kepada Kepala Sumber Daya Manusia dan Direktur.

Kepala Departemen bersama-sama dengan kepala Departemen Sumber Daya Manusia harus memberikan jawaban tertulis kepada Karyawan dalam waktu 7 (tujuh) hari kalender.

- d. Langkah Keempat Terakhir  
Apabila belum juga terdapat penyelesaian pada langkah ketiga maka dalam jangka waktu 14 (empat belas) hari kerja berikutnya, segera diadakan pertemuan yang dihadiri oleh Karyawan, Kepala Departemen, dan Kepala Departemen Sumber Daya Manusia.

Apabila jalan yang ditempuh tetap tidak berhasil, kepala Departemen Sumber Daya Manusia akan menganjurkan keterlibatan Pimpinan Perusahaan Tertinggi (Direksi) yang juga merupakan pengambil keputusan akhir mengenai keluhan yang ada.

Apabila pada langkah keempat Perusahaan dan Karyawan gagal atau tidak berhasil mencapai kesepakatan, maka kedua belah pihak dapat meneruskan masalahnya sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

### **Pasal 34 Penyelesaian Perselisihan Industrial**

1. Umum
  - a. Setiap Karyawan berhak atas setiap perlakuan yang layak sesuai dengan peraturan serta ketentuan-ketentuan yang ada dan berlaku di Perusahaan.
  - b. Setiap Karyawan berhak atas perlindungan hukum terhadap ketidak-adilan atas tindakan sewenang-wenang dari atasannya.
  - c. Perlindungan didasarkan pada peraturan perundang-undangan yang berlaku.

- c. Third Step  
If the second step has not resulted in any satisfactory settlement the grievance may be raised in writing to the Head of Department with cc to the Head of the Human Resources Department and Director.

Head of Department together with the Head of Human Resources shall provide a response in writing to the employee within seven (7) calendar days.

- d. Fourth Final Step  
If the third step has not resulted in any satisfactory settlement, a meeting shall be arranged within 14 (fourteen) calendar days among the Employee, the Department Head, and the Head of the Human Resources Department.

If a settlement cannot be reached, the Head of the Human Resources Department shall suggest involvement of the Company Management (Board of Directors) who will take the final decision upon the grievance.

If the Company and the Employee fail to reach a settlement on the fourth stage, both parties may take forward the dispute mechanism as per the prevailing manpower regulations.

### **Article 34 Industrial Dispute Settlement**

1. General
  - a. Each Employee shall be entitled to receive fair treatment in line with the regulation and the terms and conditions of the Company.
  - b. Each Employee shall be entitled to have law protection against unfair or arbitrary action of his or her supervisor.
  - c. This protection is based on the prevailing laws and regulations.

## 2. Cara Penyelesaian:

- a. Apabila terjadi perselisihan hubungan industrial, maka hal ini akan diselesaikan melalui musyawarah untuk mufakat di Perusahaan.
- b. Apabila terjadi pemutusan hubungan kerja dan Karyawan yang bersangkutan tidak menerima keputusan tersebut, maka hal itu terlebih dahulu diselesaikan perundingan bipartit di dalam Perusahaan.
- c. Apabila upaya penyelesaian sebagaimana dimaksud dalam butir 2a dan 2b. tidak tercapai, maka para pihak atau salah satu pihak dapat mengajukan masalah ini ke kantor Suku Dinas Tenaga Kerja dan Transmigrasi setempat untuk penyelesaian lebih lanjut sesuai prosedur berdasarkan ketentuan perundang-undangan yang berlaku.

## 2. Settlement Procedures:

- a. Where industrial dispute settlement occurs, it should be settled through discussion and deliberation in the Company.
- b. When an employment termination occurs and the affected employee does not accept the decision, it shall be settled through bipartite discussion in the Company.
- c. If the effort of settlement as mentioned in item 2a. and 2b. cannot be reached, both parties or any other party may submit the matters to the Local Office of Manpower and Transmigration for further settlement according to the prevailing laws and regulations.

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

**Pasal 35**  
**Prosedur Pemutusan Hubungan Kerja**

1. Pemutusan Hubungan Kerja ("PHK") merupakan tindakan disipliner terakhir setelah usaha pencegahan dan perbaikan gagal dalam membuahkan hasil yang memuaskan, kecuali terhadap tindakan-tindakan tertentu yang dimungkinkan untuk diambil tindakan PHK oleh Perusahaan sesuai Peraturan Perusahaan dan/atau peraturan perundang-undangan ketenagakerjaan yang berlaku.
2. Prosedur pemutusan hubungan kerja adalah sebagai berikut:
  - a. Semua PHK terlebih dahulu harus mendapat persetujuan tertulis dari Direktur, kecuali dalam masa percobaan, pengunduran diri Karyawan atas permintaannya sendiri, berakhirnya jangka waktu perjanjian kerja waktu tertentu, Karyawan mencapai usia pensiun, Karyawan meninggal dunia, penahanan Karyawan oleh pihak yang berwajib yang menyebabkan Karyawan tidak mampu bekerja selama 6 (enam) bulan atau adanya putusan pengadilan yang menyatakan Karyawan bersalah (dalam jangka waktu 6 (enam) bulan Karyawan tersebut ditahan oleh pihak yang berwajib).
  - b. Semua usulan PHK untuk persetujuan Direktur harus dilengkapi dengan Berita Acara Pemeriksaan (BAP) dan data lainnya atau alasan-alasan kuat yang mendukungnya dengan ketentuan sebagai berikut:
    - b1. Usul PHK diajukan oleh atasan langsung dengan dilengkapi antara lain BAP dan data atau alasan-alasan kuat yang mendukungnya.
    - b2. Usul PHK tersebut ditandatangani oleh Departemen Karyawan bersangkutan untuk pertimbangan dan verifikasi dari Kepala Departemen Sumber Daya Manusia

**CHAPTER XII**  
**TERMINATION OF EMPLOYMENT**  
**RELATIONSHIP**

**Article 35**  
**Procedure of Employment Termination**

1. Termination of employment (PHK) is the ultimate disciplinary action after prevention and improvement efforts fail to yield satisfactory results, except for certain actions possible for termination of employment to be made by the Company according to Company Regulation and/or based on the prevailing manpower regulations.
2. Procedure for the Termination of Employment.
  - a. All terminations shall get prior written approval from Director, except for termination during probationary period, Employee's voluntary resignation, expiration of a definite period (fixed term) employment agreement, Employee reaching the retirement age, death of the Employee, detention of the Employee by the authorities causing his/her inability to work for 6 (six) months, or a court decision finding the Employee guilty of a crime (within the 6 (six) months period that the Employee is detained by the authorities).
  - b. All propositions for termination which shall be approved by Director shall be completed with an Inspection Official Report and other data or strong supporting reasons, with the following conditions:
    - b1. The termination shall be proposed by the direct supervisor, supported with e.g. Inspection Official Report and other or strong supporting reasons.
    - b2. The termination proposition shall be signed by the Department of the respective Employee for consideration and verification by the Head of the Human Resources Department

- b3. Persetujuan/izin PHK kemudian diajukan oleh Kepala Sumber Daya Manusia untuk pertimbangan dan persetujuan Direktur.

**Pasal 36**  
**Pemutusan Hubungan Kerja**

PHK dapat terjadi berdasarkan berbagai alasan, antara lain, dilakukan dengan alasan sebagai berikut:

1. PHK atas Permintaan Pengunduran Diri.
  - a. Seorang Karyawan dapat memutuskan hubungan kerjanya dengan Perusahaan atas permintaan sendiri yaitu dengan jalan mengajukan permohonan pengunduran diri secara tertulis 1 (satu) bulan sebelum tanggal efektif pengunduran dirinya atau sesuai jangka waktu pengajuan surat pengunduran diri sebagaimana diatur dalam perjanjian kerja Karyawan yang bersangkutan dengan Perusahaan dengan ketentuan bahwa jangka waktu pengajuan surat pengunduran diri yang diatur dalam perjanjian kerja tidak akan lebih pendek daripada 1 (satu) bulan sebagaimana diatur dalam Peraturan Perusahaan ini.
  - b. PHK atas permintaan sendiri tidak menimbulkan kewajiban bagi Perusahaan untuk memberikan uang pesangon dan uang penghargaan masa kerja. Namun, Perusahaan wajib untuk memberikan uang pengganti hak diluar hari-hari cuti tahunan yang telah timbul dan belum diambil serta Uang Pisah. .
2. PHK karena Alasan Mendesak
  - a. Dalam hal ini, berikut adalah contoh-contoh alasan yang dianggap sebagai "alasan mendesak" yang dapat mengakibatkan pemutusan hubungan kerja seorang Karyawan:
    - (i) Mengambil dan/atau menyembunyikan sedemikian rupa dengan maksud memiliki barang dan/atau uang milik Perusahaan atau milik orang lain di dalam Perusahaan atau pihak lain yang

- b3. Approval for termination shall be submitted by the Head of the Human Resources Department to the Director for his/her consideration and approval.

**Article 36**  
**Termination of Employment**

Termination of employment may occur based on various reasons, among other things, shall be subject to the following reasons:

1. Termination at Employee's own request (Voluntary Resignation).
  - a. An Employee may terminate employment relationship with the Company at their own request by submitting a written resignation notice 1 (one) month prior to its effective date or in accordance with the period for submitting the resignation letter as stipulated in the relevant employment agreement between the Employee and the Company, provided that the period for submitting the resignation letter stipulated in the employment agreement shall not be shorter than the period of 1 (one) month stated in this Company Regulations.
  - b. Termination of employment due to the Employees's voluntary resignation does not require the Company to give any severance pay and long service pay. The Company is however required to provide compensation of rights, apart from annual leave days if they are due and have not been taken, rights compensation and Separation Money.
2. Termination due to Urgent Reasons
  - a. In this regard, the following are samples of reasons that are considered as "urgent reason" which can lead to an Employee's termination of employment:
    - (i) Taking and/or hiding any way with the intention of owning goods and/or money belonging to the Company or those belonging to any person within the Company or any other parties

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| <p>memiliki hubungan atau mempunyai kepentingan dalam bentuk apapun dengan Perusahaan.</p>  | <p>having relationships or dealings of any forms with the Company.</p>  |
| <p>(ii) Memindahkan barang atau properti milik Perusahaan dari tempatnya dengan tujuan memiliki barang atau properti tersebut secara melawan hukum.</p>   | <p>(ii) Removing any goods and properties of the Company from their proper place with the intention or purpose of unlawfully possessing those goods and properties.</p>   |
| <p>(iii) Secara langsung atau tidak langsung (yaitu, melalui anggota keluarga Karyawan atau orang lain) menerima hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya dari pelanggan, klien atau pemasok Perusahaan, di mana hadiah, pembayaran/tip atau keuntungan-keuntungan tersebut diberikan atau ditawarkan untuk mempengaruhi keputusan bisnis seseorang di dalam Perusahaan.</p>   | <p>(iii) Directly or indirectly (i.e. through a family member of the Employee or any other person) accepting gifts, gratuities or advantages from customers and suppliers of Company or any other parties with whom the Company have established business relationships, when such gifts, gratuities or advantages are given or offered to influence a business decision of any person within the Company.</p>  |
| <p>(iv) Secara ceroboh atau dengan sengaja tidak melaporkan kepada atasannya atau pihak yang berwenang di Perusahaan setiap hadiah, pembayaran/tip atau keuntungan-keuntungan lainnya atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan dari pelanggan dan pemasok Perusahaan atau pihak lainnya yang telah mempunyai hubungan bisnis dengan Perusahaan, termasuk apabila hadiah, pembayaran/tip atau keuntungan-keuntungan atau setiap penawaran setiap hadiah, pembayaran/tip atau keuntungan-keuntungan diberikan kepada seorang anggota keluarga Karyawan.</p> | <p>(iv) Negligently or intentionally failing to report to the Employee's supervisor any gifts, gratuities, advantages or any offer of gifts, gratuities or advantages from customers and suppliers of the Company or any other parties with whom the Company have established business relationships, including when such gifts, gratuities, advantages or any offer of such gifts, gratuities or advantages are made to a member of the Employee's family.</p> |
| <p>(v) Menawarkan, memberikan, meminta, menerima, baik langsung maupun tidak langsung, setiap bentuk bujukan yang tidak sah atau apapun yang memiliki nilai dimana penawaran, pemberian, permintaan atau penerima tersebut ditujukan untuk mempengaruhi keputusan seseorang, di dalam maupun di</p>   | <p>(v) Offering, giving, soliciting or receiving, either directly or indirectly, any form of improper or illegal inducements or anything of value when such offer, gift, solicitation or receipt is for the purpose of influencing a decision of any person, within or outside the Company or which could be construed as a bribe, kickback or</p>  |

luar Perusahaan, atau yang dapat ditafsirkan sebagai suatu suap, *kickback* atau transaksi yang dapat dipertanyakan, atau untuk dapat menerima barang, jasa atau manfaat lainnya sebagai penggantinya.

- (vi) Memberikan informasi yang tidak benar, termasuk namun tidak terbatas pada Data Pribadi Karyawan.
- (vii) Mengakses tanpa izin yang tepat Data Pribadi Karyawan dari Karyawan lain dengan maksud menyalahgunakan aspek apapun dari Data Pribadi Karyawan tersebut untuk keuntungan pribadi Karyawan.
- (viii) Berada di bawah pengaruh alkohol, bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang dapat menimbulkan ketergantungan selama bekerja di lingkungan Perusahaan atau lokasi lainnya di mana Karyawan harus melaksanakan pekerjaannya atau saat mengemudikan kendaraan apapun atau saat menggunakan atau mengoperasikan mesin atau peralatan selama atau diluar pelaksanaan kegiatan Perusahaan.
- (ix) Mempunyai, memiliki, menjual, memberikan, mengedarkan atau mendistribusikan suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan, atau sumber-sumber dari suatu bahan yang memabukkan, atau obat terlarang, narkotika, psikotropika atau bahan-bahan lain yang menimbulkan ketergantungan kepada Karyawan lain atau siapapun juga.
- (x) Menggunakan atau memiliki alkohol tanpa izin selama waktu kerja.

any other questionable transaction, or for the purpose of receiving goods, services, or any other benefit in return.

- (vi) Providing false or falsified information, including without limitation with respect to the Employee Personal Data.
- (vii) Accessing without proper authorization the Employee Personal Data of another Employee with the intention of misusing or abusing any aspect of such Employee Personal Data for the personal benefit of the Employee.
- (viii) Being under the influence of alcohol, an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance while working within the premises of the Company or at any other location where the Employee needs to perform his/her work or while driving any vehicle or while using or operating any machine or equipment during or outside the course of activities of the Company.
- (ix) Having, possessing, selling, giving, circulating or distributing an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance or sources of an intoxicant, or an illegal drug, narcotic, psychotropic or other addictive substance to other Employees or to anyone else.
- (x) Using or possessing alcohol without authorization during working hours.



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| <p>(xi) Melakukan perbuatan asusila di lingkungan kerja.</p>   | <p>(xi) Committing immoral acts within work premises.</p>   |
| <p>(xii) Dengan ceroboh atau karena sengaja membiarkan Karyawan lain atau atasan langsung maupun tidak langsung dalam keadaan bahaya.</p>  | <p>(xii) Negligently or intentionally leaving other Employees or his/her direct or indirect supervisor in dangerous situation.</p>  |
| <p>(xiii) Secara fisik maupun psikologis menyerang atau mengintimidasi Karyawan lain serta atasan langsungnya.</p>   | <p>(xiii) Physically or psychologically attacking or intimidating other employees and his/her direct or indirect supervisor.</p>  |
| <p>(xiv) Dengan ceroboh atau dengan sengaja merusak atau membiarkan dalam keadaan berbahaya setiap barang milik Perusahaan, atau milik orang lain di dalam Perusahaan atau pihak-pihak lainnya yang mempunyai hubungan dalam bentuk apapun dengan Perusahaan.</p>  | <p>(xiv) Negligently or intentionally damaging or leaving in dangerous situation any goods belonging to the Company, or those belonging to any person within the Company or any other parties having relationships or dealings of any forms with the Company.</p>   |
| <p>(xv) Secara langsung tidak langsung tanpa izin yang tepat:</p> <ul style="list-style-type: none"> <li>• menggunakan untuk tujuan dan manfaat pribadi Karyawan atau untuk kepentingan orang, perusahaan, badan usaha atau organisasi lain; atau</li> <li>• mengungkapkan kepada pihak, perusahaan, badan usaha atau organisasi lainnya;</li> </ul> | <p>(xv) Directly or indirectly without proper authorization:</p> <ul style="list-style-type: none"> <li>• use for the Employee's own purposes and benefits or those of any other person, company, business entity or other organization; or</li> <li>• disclose to any person, company, business entity or other organization;</li> </ul> |

setiap merek dagang atau hal lain yang dilindungi oleh hak atas kekayaan intelektual dalam bentuk apapun di wilayah hukum manapun, atau informasi yang bersifat rahasia yang berhubungan dengan atau yang dimiliki oleh Perusahaan, termasuk namun tidak terbatas pada setiap informasi terkait dengan pelanggan, daftar pelanggan atau persyaratan atau cara berhadapan dengan pelanggan, pemasok, daftar pemasok atau ketentuan-ketentuan mengenai cara menghadapi pemasok, struktur harga, *marketing*, dan informasi penjualan, rencana bisnis atau transaksi, Karyawan atau pejabat, informasi keuangan,

any trade secrets or other matters protected by any form of intellectual property rights in any jurisdictions or any confidential information relating to or belonging to the Company, including but not limited to any such information relating to customers, customer lists or requirements or ways of dealing with customers, suppliers, supplier lists or requirements or ways of dealing with suppliers, pricing structures, marketing and sales information, business plans or dealings, Employees or officers, financial information, accounts and plans, designs,

rekening dan rencana, desain, formula, lini produk, prototype, jasa, kegiatan penelitian, kode asal (*source codes*) dan sistem computer, piranti lunak, informasi teknis, setiap dokumen yang ditandai "Rahasia" (atau yang serupa) atau setiap informasi yang telah diberitahukan kepada Karyawan sebagai rahasia atau yang dapat diduga dengan wajar oleh Karyawan akan dianggap sebagai suatu hal yang bersifat rahasia oleh Perusahaan, atau setiap informasi yang diberikan kepada Perusahaan atas dasar kepercayaan oleh pelanggan, klien, pemasok dan orang lain.

(xvi) Dengan ceroboh atau sengaja tidak mengungkapkan kepada Perusahaan seluruh pekerjaan, penemuan dan setiap bentuk lainnya yang timbul dari pekerjaan atau penemuan tersebut yang:

- berkaitan baik secara langsung atau pun tidak langsung dengan kegiatan Perusahaan;
- dapat dilindungi oleh bentuk apapun dari hak atas kekayaan intelektual di wilayah hukum manapun; dan
- yang dirancang, dibuat, diciptakan, berasal, diperoleh, ditulis, disempurnakan, diperbaiki atau ditemukan oleh Karyawan baik sendirian atau bersama dengan lainnya selama bekerja untuk Perusahaan dan/atau dengan menggunakan sumber daya dan fasilitas yang disediakan oleh Perusahaan kepada Karyawan.

(xvii) Melakukan tindakan lainnya di lingkungan kerja yang dapat menyebabkan kerugian materiil terhadap Perusahaan, termasuk namun tidak terbatas pada, ketidakmampuan Perusahaan dalam melanjutkan kegiatannya secara legal di Indonesia.

formulae, product lines, prototypes, services, research activities, source codes and computer systems, software, technical information, any document marked "Confidential" (or with a similar expression), or any information which the Employee has been told is confidential or which the Employee might reasonably expect the Company would regard as confidential, or any information which has been given to the Company in confidence by customers, clients, suppliers and other persons.

(xvi) Negligently or intentionally failing to disclose to the Company all works, inventions and any other forms resulting from those works or inventions which:

- are related either directly or indirectly to the activities of the Company;
- may be subject to the protection under any forms of intellectual property rights in any jurisdiction; and
- are designed, made, created, originated, conceived, written, perfected, improved or discovered by the Employee either on his/her own or together with others while under the employment of the Company and/or using resources and facilities provided by the Company to the Employee.

(xvii) Committing other acts within work premises which may cause direct material losses on the Company, including without limitation, the inability of the Company in continuing its activities legally in Indonesia.

b. Dalam hal Karyawan melakukan salah satu hal yang dikategorikan sebagai alasan mendesak di atas, Perusahaan dapat memproses pemutusan hubungan kerja Karyawan dengan mengadakan perundingan bi-partit dengan Karyawan yang bersangkutan sesuai ketentuan peraturan perundang-undangan yang berlaku.

c. Karyawan yang diputus hubungan kerjanya berdasarkan alasan mendesak ini tidak berhak untuk dan Perusahaan tidak mempunyai kewajiban untuk membayar uang pesangon, dan uang penghargaan masa kerja. Namun Karyawan akan diberikan uang penggantian hak.

d. Dalam hal Karyawan bukan Pemegang Jabatan Korporasi, selain penggantian hak cuti tahunan sebagaimana disebutkan dalam butir (c) di atas, Karyawan dapat juga diberikan uang pisah yang jumlahnya adalah sebagai berikut:

(i) Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun diberikan 1/4 (satu per empat) bulan upah.

(ii) Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/4 (satu per empat) bulan upah.

(iii) Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1/4 (satu per empat) bulan upah.

### 3. PHK karena tindak pidana

Jika Karyawan ditahan oleh pihak berwajib, Perusahaan tidak memiliki kewajiban membayar upah Karyawan selama penahanan. Akan tetapi, kepada keluarga Karyawan diberikan bantuan keuangan berdasarkan perhitungan sebagai berikut:

#### **Jumlah Tanggungan Karyawan/Number of Dependent**

Satu orang tanggungan/*One dependent*  
Satu orang tanggungan/*Two dependents*  
Satu orang tanggungan/*Three dependents*

b. In the event an Employee commits one of the urgent reasons set out above, the Company can process the Employee's termination of employment by initiating a bi-partite negotiation with the relevant Employee in accordance with the prevailing laws and regulations.

c. An Employee who is terminated on the basis of urgent reason is not entitled to and the Company is not required to pay the severance pay and long service pay. However, the Employee will be paid the compensation of rights.

d. If the Employee is not a Corporate Title Holder, in addition to compensation for annual leave as mentioned in paragraph (c) above, the Employee may also be given a separation pay in the amount as follows:

(i) For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.

(ii) For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/4 (one-fourth) times one-month wage.

(iii) For the Service Period of 9 (nine) years or more shall be given 1/4 (one-fourth) times one-month wage.

### 3. Termination due to criminal conduct

If the Employee is detained by the authority, the Company shall have no obligation to pay the Employee's salary during his/her detention. However, the Company shall provide the Employee's family with the financial assistance based on the following calculation:

#### **Bantuan yang diberikan/Allowance**

25% dari Upah/*of Salary*  
35% dari Upah/*of Salary*  
45% dari Upah/*of Salary*

Empat orang atau lebih tanggungan/*Four or more dependents*

Yang dimaksud dengan tanggungan Karyawan adalah istri/suami atau anak yang sah dari Karyawan.

Bantuan diberikan selama tidak lebih dari 6 (enam) bulan mulai dari hari pertama Karyawan ditahan oleh pihak berwajib. Setelah lewat 6 (enam) bulan Perusahaan dapat mengakhiri hubungan kerja Karyawan sesuai dengan peraturan yang berlaku.

4. PHK karena pelanggaran terhadap ketentuan Perusahaan.

Dalam hal Karyawan melakukan pelanggaran ketentuan yang diatur dalam Perjanjian Kerja atau Peraturan Perusahaan, Perusahaan dapat melakukan PHK setelah Karyawan yang bersangkutan diberikan surat peringatan tertulis.

5. PHK dalam masa Percobaan

Dalam masa Percobaan, Perusahaan atau Karyawan berhak untuk memutuskan hubungan kerja setiap saat sebagaimana diatur di dalam Pasal 7 Peraturan Perusahaan serta peraturan perundang-undang ketenagakerjaan yang berlaku.

6. PHK karena perubahan status/reorganisasi

Setiap PHK karena penggabungan, peleburan, perubahan status dan perubahan kepemilikan Perusahaan termasuk pembayaran hak-haknya, penyelesaiannya dilakukan sesuai dengan peraturan perundang-undang ketenagakerjaan yang berlaku.

7. PHK karena Perusahaan tutup yang disebabkan kerugian

Perusahaan dapat melakukan PHK terhadap Karyawan karena Perusahaan tutup yang disebabkan Perusahaan mengalami kerugian secara terus menerus selama 2 (dua) tahun, atau keadaan memaksa (*force majeure*). Dalam hal PHK ini, penyelesaiannya dilakukan sesuai dengan peraturan

50% dari Upah/*of Salary*

The Employee's dependent shall mean a lawful spouse or child of the Employee.

The assistance shall be provided not more than a period of 6 (six) months after the first day the Employee is detained by the authority. After the lapse of the 6 (six) months period, the Company may terminate the Employee's employment relations according to the prevailing laws.

4. Termination due to violation of Company Regulation

In the event an Employee violates the provisions of Employment Agreement or Company Regulation, the Company may terminate the employment after the Employee is issued with Written Warning Letter(-s).

5. Termination during Probation Period

During probationary period, both Company and Employee have the rights to terminate employment at any time as regulated in Article 7 of the Company Regulations and the prevailing labor laws regulations.

6. Termination due to change of status/restructuring of Company organization

Any termination of employment due to merger, consolidation, change of status and change of ownership of the Company, including any termination payment entitlement thereof, the settlement shall be made according to prevailing labor laws and regulations.

7. Termination due to Company shutdown caused by losses

The Company may terminate employment of employees for the reason of Company shutdown due to losses suffered by the company continuously for 2 (two) years, or due to *force majeure*. In the event of such termination, settlement shall be made according to the prevailing labor laws and

perundang-undangan ketenagakerjaan yang berlaku.

8. PHK karena Perusahaan melakukan efisiensi

Apabila volume pekerjaan atau kegiatan usaha Perusahaan berkurang yang mengakibatkan berakibat pada berlebihan jumlah Karyawan, maka Perusahaan, sebagai upaya terakhir, dapat mengurangi jumlah tenaga kerja agar mampu untuk tetap meneruskan operasinya secara efektif dan efisien. Karyawan yang diputuskan hubungan kerjanya karena alasan pengurangan tenaga kerja, penyelesaiannya dilakukan sesuai dengan Peraturan Perusahaan dan perundang-undangan ketenagakerjaan yang berlaku.

Pembayaran kompensasi PHK karena Perusahaan melakukan efisiensi adalah senilai 2x uang pesangon, 1x perhitungan uang penghargaan masa kerja, dan 1x uang penggantian hak, masing-masing dihitung sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

9. PHK karena Perusahaan pailit

Perusahaan dapat melakukan PHK terhadap Karyawan karena Perusahaan pailit. Dalam hal PHK dimaksud, penyelesaiannya dilakukan sesuai ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

10. PHK karena Karyawan meninggal dunia

PHK disebabkan oleh hubungan kerja berakhir karena Karyawan meninggal dunia, kepada ahli warisnya diberikan sejumlah uang santunan dan penyelesaiannya dilakukan sesuai dengan ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

11. PHK karena Karyawan mencapai usia pensiun normal

Hubungan Kerja Karyawan yang telah mencapai usia 56 (lima puluh enam) tahun akan berakhir, kecuali apabila jasanya masih diperlukan oleh Perusahaan. Jika demikian, Perusahaan dan Karyawan yang bersangkutan harus menyepakati perpanjangan usia pensiun Karyawan. Dalam hal Karyawan pensiun, penyelesaiannya dilakukan sesuai dengan

regulations.

8. Termination due to efficiency measures

In the event that there is a decrease in the volume of work or business of the Company which results in an excessive number of Employees, the Company, as a last resort, may, reduce the size of its workforce in order to be able to effectively and efficiently continue its operations. An Employee whose employment is terminated because of redundancy, the settlement shall be made according to prevailing labor laws and regulations.

The applicable termination payment due to efficiency measures shall be in the amount equal to 2x severance pay, 1x long service pay and 1x compensation of rights, each calculated in accordance with prevailing labor laws and regulations.

9. Termination due to Company bankruptcy

The Company may terminate employment of Employees due to Company bankruptcy. In the event of such termination, settlement shall be made according to provisions of Company Regulation and prevailing labor laws regulations.

10. Termination due to Employee's death

In the event of termination of employment due to Employee's death, eligible heirs shall receive amount of money that shall be settled according to provisions of Company Regulation and prevailing labor laws regulations.

11. Termination due to reaching normal pension age

The employment relationship of an Employee who has reached the age of 56 (fifty-six) years shall terminate, except when his/her service is still required by the Company. If so, the Company and the relevant Employee shall agree on the extension of the Employee's retirement age. In the event of the Employees's retirement, settlement shall be

ketentuan Peraturan Perusahaan dan peraturan perundang-undangan ketenagakerjaan yang berlaku.

12. PHK karena Karyawan tidak mampu bekerja akibat sakit/kecelakaan baik dalam hubungan kerja maupun di luar hubungan kerja.

PHK dilarang selama Karyawan berhalangan menjalankan pekerjaan dalam keadaan sakit sesuai dengan keterangan dokter yang ditunjuk Perusahaan. Apabila setelah melampaui 12 (dua belas) bulan terus menerus, Karyawan yang bersangkutan masih dalam perawatan medis, Karyawan yang bersangkutan dapat dinyatakan tidak mampu bekerja akibat sakit atau kecelakaan dalam hubungan kerja dan/atau di luar hubungan kerja sesuai dengan keterangan dokter yang ditunjuk oleh Perusahaan, sehingga hubungan kerjanya dapat diputus dan diselesaikan sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

13. PHK karena mangkir selama 5 (lima) hari atau lebih

Perusahaan dapat melakukan pemutusan hubungan kerja Karyawan yang mangkir selama 5 (lima) hari kerja atau lebih secara berturut-turut tanpa keterangan secara tertulis yang dilengkapi dengan bukti yang sah dan telah dipanggil 2 (dua) kali secara patut dan tertulis karena Karyawan diklasifikasikan mengundurkan diri.

Pemutusan hubungan kerja dimaksud diselesaikan sesuai dengan ketentuan Peraturan Perusahaan dan perundang-undangan ketenagakerjaan yang berlaku.

14. Tata cara PHK dan pembayaran kompensasi PHK berupa uang pesangon, perhitungan uang penghargaan masa kerja, dan uang penggantian hak sesuai dengan peraturan perundang-undangan ketenagakerjaan yang berlaku.

15. PHK Karyawan Waktu Tertentu

- a. Perjanjian Kerja Waktu Tertentu berakhir demi hukum dengan berakhirnya jangka waktu kontrak Perjanjian Kerja Waktu Tertentu ("**Jangka Waktu Kontrak**"), tanpa syarat bagi Perusahaan untuk memberikan uang pesangon, uang

made according to provisions of Company Regulation and prevailing labor laws and regulations.

12. Termination due to inability to work because of illness/industrial accident/non-industrial accident.

Termination is prohibited within the period of employee's illness based on the medical statement from the Company appointed doctor. In the event after 12 (twelve) consecutive months the employee is still in medical care, he/ she may be regarded as not capable of working anymore because of illness or industrial accident and/or non-industrial accident by a doctor appointed by the Company so that the work relationship may be terminated and settled based on the prevailing labor laws regulations.

13. Termination due to unauthorized absenteeism for 5 (five) days or more

The Company may terminate employment of employees due to unauthorized absenteeism for 5 (five) days or more consecutively without written notice that is supported by legal proof and during which they have been summoned in written 2 (two) times properly which shall be classified as resignation.

Termination of the above employment shall be settled according to provisions of Company Regulation and prevailing labor laws regulations.

14. Termination procedure and the applicable termination payment, such as severance pay, long service pay and compensation of rights shall be made according to the prevailing labor laws and regulations.

15. Termination of Definite Period Employees

- a. Definite Period Employment Agreement shall terminate by operation of law at the end of contract period of the Definite Period Employment Agreement ("**Contract Period**"), without any obligation of the Company to provide

penghargaan masa kerja, uang penggantian hak, uang pisah maupun pembayaran lainnya kepada Karyawan Waktu Tertentu.

- b. PHK baik oleh Perusahaan maupun Karyawan Waktu Tertentu dilakukan sesuai ketentuan peraturan perundang-undangan yang berlaku.
- c. Perusahaan dapat mengakhiri hubungan kerja Karyawan Waktu Tertentu dengan memberikan pemberitahuan tertulis setidak-tidaknya 30 (tiga puluh) hari kalender sebelumnya. Prosedur pemutusan hubungan kerja akan mengikuti ketentuan peraturan perundang-undangan ketenagakerjaan Indonesia yang berlaku.
- d. Dengan tetap memperhatikan ketentuan peraturan perundang-undangan yang berlaku mengenai prosedur PHK, Perusahaan dapat memutuskan hubungan kerja Karyawan Waktu Tertentu karena alasan mendesak sebagaimana disebutkan dalam Pasal 36 Ayat 2.a.
- e. Dalam hal Perusahaan mengakhiri hubungan kerja Karyawan Waktu Tertentu sebelum berakhirnya Jangka Waktu Kontrak karena alasan selain yang disebutkan dalam Pasal 36 Ayat 2.a, Perusahaan, wajib membayar kepada Karyawan Waktu Tertentu ganti rugi sebesar upah Karyawan Waktu Tertentu sampai dengan waktu seharusnya berakhirnya Perjanjian Kerja Waktu Tertentu. Ketentuan mengenai pemberian ganti rugi ini tidak berlaku dalam hal Perusahaan mengakhiri hubungan kerja Karyawan Waktu Tertentu karena alasan mendesak sebagaimana dimaksud dalam Pasal 36 Ayat 2.a.
- f. Dalam hal Karyawan Waktu Tertentu mengakhiri Perjanjian Kerja Waktu Tertentu sebelum berakhirnya Jangka Waktu Kontrak, Karyawan Waktu Tertentu wajib membayar kepada Perusahaan ganti rugi sebesar upah Karyawan Waktu Tertentu sampai dengan waktu seharusnya berakhirnya Perjanjian Kerja Waktu Tertentu.

severance pay, long service pay, separation pay and compensation of rights as well as other payments to Definite Period Employees.

- b. Termination of employment, either by the Company or Definite Period Employees, will be conducted in accordance with the prevailing laws and regulations.
- c. The Company may terminate the Definite Period Employees by providing prior written notice at least 30 (thirty) calendar days. The procedure for termination of employment shall follow the provisions of the applicable Indonesian labor laws and regulations.
- d. With due observation of the applicable laws and regulations on the procedure for terminating an employment relationship, the Company may terminate the employment relationship of the Definite Period Employee for urgent reasons as mentioned in Article 36 Paragraph 2.a.
- e. If the Company terminates the Definite Period Employees before the expiry of the Contract Period for reasons other than as mentioned in Article 36 Paragraph 2.a, the Company, is obligated to pay to the Definite Period Employees compensation in the amount equal to the Definite Period Employee's salary up until the time that the Definite Period Employment Agreement should have expired. The aforementioned provision on compensation does not apply if that the Company terminates the Definite Period Employee due to urgent reason as meant in Article 36 Paragraph 2.a.
- f. If the Definite Period Employees terminate the Definite Period Employment Agreement prior to the expiry of the Contract Period, the Definite Period Employees are obliged to pay the Company, compensation in the amount equal to the Definite Period Employees' salary up until the time that the Definite Period Employment Agreement should have expired.

**Pasal 37**  
**Uang Pisah**

Uang pisah harus ditentukan berdasarkan peraturan perundang-undangan ketenagakerjaan yang berlaku dan jumlahnya disesuaikan dengan kapasitas Perusahaan, sebagai berikut:

1. Uang Pisah diberikan kepada karyawan yang mengajukan permohonan pengunduran dirinya secara tertulis selambat-lambatnya 3 (tiga) bulan sebelum hari terakhir bekerja. Karyawan yang mengajukan pengunduran diri kurang dari 3 (tiga) bulan sebelum hari terakhir bekerja, tidak berhak atas Uang Pisah. Jumlah uang pisah bagi Karyawan yang mengundurkan diri atas kehendaknya sendiri diatur sebagai berikut:
  - a. Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - b. Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/2 (satu per dua) bulan upah.
  - c. Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1 (satu) bulan upah.
2. Jumlah uang pisah untuk Karyawan yang absen tanpa izin selama 5 (lima) hari kerja berturut-turut atau lebih tanpa pernyataan tertulis dan tanpa melengkapi bukti-bukti yang sah dan telah dipanggil oleh Manajemen Perusahaan 2 (dua) kali secara tertulis dan tepat, sehingga hubungan kerjanya diputus karena dianggap mengundurkan diri diatur sebagai berikut:
  - a. Untuk masa kerja dari 3 (tiga) tahun atau lebih tetapi kurang dari 6 (enam) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - b. Untuk masa kerja 6 (enam) tahun atau lebih tetapi kurang dari 9 (sembilan) tahun akan diberikan 1/4 (satu per empat) bulan upah.
  - c. Untuk masa kerja 9 (sembilan) tahun atau lebih akan diberikan 1/4 (satu per empat) bulan upah.

**Article 37**  
**Separation Pay**

Separation pay shall be specified based on the prevailing labor laws and regulations and the amount thereof shall be adjusted to the Company's capacity, as follows:

1. Separation Money shall be given to employee who submit his/her written resignation letter and serves the notice period of 3 (three) months before effective date of his/her resignation. Employee who submit his/her resignation less than 3 (three) months from his/her notice period shall not be entitled for Separation Money. The amount of separation pay for Employees resigning on their own is regulated as follows:
  - a. For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.
  - b. For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/2 (one-half) times one-month wage.
  - c. For the Service Period of 9 (nine) years or more shall be given 1 (one) times one-month wage.
2. The amount of separation pay for Employees who are absent without permission for 5 (five) consecutive workdays or more without any written statement and not complete with valid proofs and who have been summoned by the Company Management 2 (two) times in writing and appropriately, so that their employment is terminated for they are qualified as resigning, is regulated as follows:
  - a. For the service period of 3 (three) years or more but less than 6 (six) years shall be given 1/4 (one-fourth) times one-month wage.
  - b. For the Service Period of 6 (six) years or more but less than 9 (nine) years shall be given 1/4 (one-fourth) times one-month wage.
  - c. For the Service Period of 9 (nine) years or more shall be given 1/4 (one-fourth) times one-month wage.



3. Jumlah uang pisah untuk Karyawan yang hubungan kerjanya putus karena alasan mendesak adalah sebagaimana ditentukan dalam Pasal 36 Ayat 2.d Peraturan Perusahaan ini.

**Pasal 38**  
**Pembebasan Tugas Sementara/Skorsing**

1. Karyawan dapat dibebaskan sementara/skorsing dari tugas pekerjaan untuk kasus pelanggaran yang memerlukan penyelidikan, pemeriksaan Keamanan, dan/atau tindakan yang bisa berakibat pemutusan hubungan kerja.
2. Karyawan akan tetap menerima gaji serta hak-hak lainnya yang biasa diterima sebagai Karyawan selama status pembebasan tugas sementara/skorsing.
3. Pembebasan tugas sementara akan dicabut jika keputusan tindakan disiplin atas hasil investigasi telah ditetapkan.

**Pasal 39**  
**Demobilisasi**

1. Pengembalian Perlengkapan

Apabila hubungan kerja Karyawan putus karena pensiun, pengunduran diri, atau alasan apapun lainnya, Karyawan yang bersangkutan harus mengembalikan semua alat dan barang-barang lainnya milik Perusahaan yang digunakan dan/ atau diberikan kepadanya. Selama alat-alat atau barang-barang belum dikembalikan maka uang sejumlah harga alat atau barang-barang tersebut (menurut harga yang ditentukan oleh Perusahaan) akan diperhitungkan dengan pembayaran haknya yang akan diterimanya dari Perusahaan

2. Surat Keterangan Kerja

Karyawan yang putus hubungan kerjanya akan menerima hak-haknya dan dapat diberikan Surat Keterangan Kerja.

3. The amount of separation pay for Employees terminated for urgent reasons is as provided under Article 36 Paragraph 2.d of these Company Regulations.

**Article 38**  
**Temporary Relief From Duty**

1. Employees shall be subject to temporary relief from duty for cases of violations requiring investigation, security and/or measures that are subject to termination.
2. Employees shall receive their regular salaries and other normal entitlements during temporary relief from duty status.
3. Temporary relief from duty status shall be withdrawn upon decision of disciplinary measures that has been made based on the result of investigation.

**Article 39**  
**Demobilization**

1. Clearance

In the event an Employee discontinues the employment due to pension, resignation, or any other reasons, he/she shall be obliged to return all the Company's equipment and goods which he/she has used and/or has been provided with. Until all the equipment/goods are returned, the amount equivalent to the price of these equipment/goods (the amount of which shall be determined by the Company) shall be calculated against the payment he/she owes with the payment of his/her entitlements to receive from the Company.

2. Employment Certificate

An employee who is terminated will receive all his/her entitlement settlement and may receive Employment Certificate.

**BAB XIII**  
**KERAHASIAAN DAN KEKAYAAN**  
**INTELEKTUAL**

**Pasal 40**  
**Kerahasiaan**

1. Karyawan mengakui dan menyadari bahwa selama hubungan kerjanya dengan Perusahaan, Karyawan akan memiliki akses terhadap dan akan dipercayakan dengan informasi yang bersifat rahasia atau merupakan milik Perusahaan atau setiap Afiliasinya atau setiap klien, pelanggan, kontraktor dan pemasok saat ini dari Perusahaan atau setiap Afiliasinya, mantan klien, pelanggan, kontraktor dan pemasok dari Perusahaan atau setiap Afiliasinya, maupun calon klien, pelanggan, kontraktor dan pemasok dari Perusahaan atau setiap Afiliasinya, yang berkaitan dengan:
  - a. bisnis, pengaturan keuangan atau posisi dari Perusahaan atau setiap Afiliasi, atau klien, pelanggan, kontraktor dan pemasok mereka masing-masing; atau
  - b. setiap rancangan, transaksi, atau urusan bisnis Perusahaan atau setiap Afiliasi, atau klien, pelanggan, kontraktor dan pemasok mereka saat ini, mantan klien, pelanggan, kontraktor dan pemasok mereka, atau calon klien, pelanggan, kontraktor dan pemasok mereka.
2. Selama bekerja untuk Perusahaan dan setiap saat sesudahnya, kecuali atas izin tertulis sebelumnya dari Perusahaan, Karyawan akan menjaga kerahasiaan dan tidak akan mengungkapkan kepada orang atau badan manapun serta akan senantiasa menggunakan upaya terbaiknya untuk mencegah dipublikasikannya, digunakannya, atau diungkapkannya setiap informasi sebagaimana dimaksud dalam Pasal 40.1.
3. Tanpa membatasi sifat umum dari rahasia dagang atau informasi rahasia yang dijelaskan dalam Pasal 40.1, kewajiban Karyawan sebagaimana diatur dalam Pasal 40 ini juga berlaku pada informasi berikut ini:
  - a. Rencana dan usaha strategis Perusahaan dan setiap Afiliasi.

**CHAPTER XIII**  
**CONFIDENTIALITY AND INTELLECTUAL**  
**PROPERTY**

**Article 40**  
**Confidentiality**

1. The Employee acknowledges and is aware that during the course of employment with the Company, the Employee will have access to and be entrusted with information which are confidential or proprietary to the Company or any of its Affiliates or their respective current, former or potential clients, customers, contractors and suppliers, with respect to:
  - a. the business, financial arrangements or position of the Company or any Affiliate, or their respective current, former or potential clients, customers, contractors and suppliers; or
  - b. any of the dealings, transactions or affairs of the business of the Company or any Affiliate, or their respective current, former or potential clients, customers, contractors and suppliers.
2. During the course of employment with the Company and at any time thereafter, except with prior written consent from the Company, the Employee shall maintain in confidence and shall not divulge to any person(s) or entity(ies) and shall use his/her best endeavours to prevent the publication, use or disclosure of any such information as referred to in Article 40.1.
3. Without limiting the generality of information described in Article 40.1, the Employee's undertaking under this Article 40 will also apply to information listed below:
  - a. The Company and any its Affiliate's business and strategic plans.

- |  |  |
|--|--|
| <p>b. Anggaran dan proyeksi keuangan Perusahaan dan setiap Afiliasi.</p> <p>c. Informasi, memoranda, catatan, film, foto, rekaman, bagan, formula/rumus, gambar, sketsa, piranti lunak (<i>software</i>), piranti keras (<i>hardware</i>), dokumen atau pengetahuan yang sifatnya rahasia yang berkaitan dengan urusan bisnis, keuangan atau transaksi Perusahaan dan setiap Afiliasi.</p> <p>d. Manual, prosedur, program komputer, kebijakan dan prosedur Perusahaan dan setiap Afiliasi.</p> <p>e. Informasi atau data yang ditetapkan, dinamai atau diperlakukan oleh Perusahaan atau setiap Afiliasi sebagai rahasia.</p> | <p>b. The Company and any Affiliate's budgets and financial projections.</p> <p>c. Information, memoranda, notes, films, photos, records, charts, formulas, drawings, sketches, software, hardware, documents or knowledge that by their nature are confidential relating to the business affairs, finances or transactions of the Company and any Affiliate.</p> <p>d. Manuals, procedures, computer programs, policies and procedures of the Company and any Affiliate.</p> <p>e. Information or data that is designated, labelled or treated by the Company or any Affiliate as confidential.</p> |
| <p>4. Apabila diminta oleh Perusahaan untuk melakukannya, Karyawan setuju untuk menandatangani suatu perjanjian kerahasiaan dengan Perusahaan atau Afiliasi manapun, atau dengan klien, pelanggan, kontraktor dan pemasok mereka masing-masing, sebagaimana diperlukan oleh Perusahaan.</p>  | <p>4. Upon request of the Company to do so, the Employee agrees to enter into such confidentiality agreement with the Company or any Affiliate, or any of their respective clients, customers, contractors and suppliers, as the Company may require.</p>  |
| <p>5. Pada saat berakhirnya hubungan kerja Karyawan karena alasan apapun atau setiap saat diminta oleh Perusahaan selama Karyawan bekerja untuk Perusahaan, Karyawan setuju untuk mengembalikan setiap informasi yang bersifat rahasia atau mempunyai hak kepemilikan sebagaimana dimaksud dalam Pasal 40 ini kepada Perusahaan atau kepada setiap orang yang diberikan wewenang oleh Perusahaan.</p>  | <p>5. Upon termination of his/her employment for any reason or at the request of the Company at any time during the course of his/her employment, the Employee agrees to immediately return any information which are confidential or proprietary as provided under this Article 40 to the Company or to any person authorized by the Company.</p>   |
| <p>6. Putusnya hubungan kerja Karyawan dengan Perusahaan karena alasan apapun tidak akan mempengaruhi kewajiban-kewajiban Karyawan sebagaimana diatur dalam Pasal ini.</p>   | <p>6. Termination of the Employee's employment with the Company for any reason shall not affect the obligations of the Employee as set out in this Article.</p>  |
| <p>7. Untuk kepentingan Peraturan Perusahaan ini, "<b>Afiliasi</b>" berarti setiap korporasi, kemitraan, firma atau badan lain yang secara langsung atau tidak langsung mengendalikan, dikendalikan oleh, atau berada di bawah pengendalian yang sama dengan Perusahaan.</p>   | <p>7. For the purposes of this Company Regulation, "<b>Affiliate</b>" means any corporation, partnership, firm or other entity which directly or indirectly controls, is controlled by, or is under common control with the Company</p>  |

**Pasal 41**  
**Kekayaan Intelektual**

1. Seluruh bahan-bahan dan piranti lunak yang diberikan dan dibayar oleh Perusahaan serta seluruh bahan-bahan dan piranti lunak yang dibuat atau digunakan oleh Karyawan dalam bekerja atas nama Perusahaan menjadi dan senantiasa merupakan hak milik eksklusif Perusahaan. Karyawan tidak akan mengambil atau memberikan izin untuk diambilnya bahan-bahan atau alat-alat dari kantor Perusahaan tanpa otorisasi tertulis.
2. Karyawan dengan ini mengalihkan (termasuk dengan cara pengalihan di kemudian hari) kepada Perusahaan seluruh hak, kepemilikan, kepentingan, termasuk hak atas kekayaan intelektual, dalam dan pada seluruh karya yang dibuat, ditulis, dipikirkan, dikurangi pada praktek atau dihasilkan secara perorangan atau bekerjasama dengan karyawan lain:
  - a. selama masa kerja Karyawan (baik selama jam kantor atau menggunakan alat tulis atau peralatan kantor);
  - b. dengan pertolongan, bantuan atau penggunaan sumber-sumber daya Perusahaan (seperti kekayaan intelektualnya, informasi rahasia, atau peralatan yang berkaitan dengan usaha dari waktu ke waktu yang dilakukan oleh Perusahaan); atau
  - c. akibat dari atau dalam kaitan dengan setiap pekerjaan, jasa atau tugas-tugas yang dilaksanakan oleh Karyawan untuk Perusahaan.

(seluruh hak, kepemilikan dan kepentingan tersebut bersama-sama disebut "**Karya Perusahaan**") dan berjanji kepada Perusahaan atas biayanya sendiri untuk menandatangani semua surat-surat dan melakukan semua tindakan lainnya sebagaimana yang dimintakan oleh (termasuk tetapi tidak terbatas kepada membantu dalam setiap permohonan untuk menjaminkan surat-surat, paten, pendaftaran rancang dan pendaftaran kekayaan intelektual lainnya, di negara manapun di dunia dan membantu pengalihan Karya Perusahaan oleh Perusahaan kepada pihak lain manapun) oleh Perusahaan atas kebijaksanaannya sendiri, untuk melindungi,

**Article 41**  
**Intellectual Property**

1. All materials and software provided and paid for by the Company and all materials and software prepared by or worked on by the Employee on behalf of the Company shall be and shall remain the exclusive property of the Company. The Employee will not remove or permit to be removed any material or equipment from the Company's offices without written authorization.
2. The Employee hereby assign (including by way of future assignment) to the Company all rights, title and interests, including Intellectual Property Rights, in and to all works the Employee makes, writes, conceives, reduces to practice or produces individually or in collaboration with others:
  - a. in the course of the Employee's employment (whether or not during office hours or using office stationery or equipment);
  - b. with the aid, assistance or use of the resources of the Company (such as its intellectual property, confidential information, or equipment relating to the business from time to time carried on by the Company); or
  - c. as a result of or in connection with any work, services or duties performed by the Employee for the Company.

(all such rights, title and interests are collectively known as "**Company Works**") and undertake with the Company at its expense to sign all papers and do all other acts as may be required (including but not limited to assisting in any application to secure letters patent, design registrations and other intellectual property registrations in any country of the world and assisting in any assignments of the Company Works by the Company to any other party) by the Company in its sole discretion, to protect, perfect or enforce any of the rights granted or promised to the Company.

menyempurnakan atau menegakkan setiap hak yang diberikan atau dijanjikan kepada Perusahaan.

3. Karyawan, dengan tidak dapat dicabut kembali, setuju untuk tidak melaksanakan hak-hak moral dalam Karya Perusahaan yang mungkin dimiliki Karyawan berdasarkan undang-undang yang berlaku dan setiap hak moral lainnya di mana Karyawan memiliki hak atau dapat memiliki hak berdasarkan undang-undang manapun yang saat ini ada atau yang berlaku di kemudian hari di bagian manapun di dunia.
  4. Untuk maksud Peraturan Perusahaan ini, "**Hak-Hak Kekayaan Intelektual**" berarti seluruh hak cipta, paten, merek dagang, merek jasa, hak rancang, desain terdaftar, hal desain, hak database, nama dagang atau usaha, hak-hak yang melindungi rahasia dagang dan informasi rahasia, hak-hak yang melindungi itikad baik dan reputasi, dan seluruh hak kepemilikan serupa atau yang berkaitan dan seluruh aplikasi hak-hak tersebut, baik yang ada sekarang atau yang diciptakan di kemudian hari, di manapun di dunia ini, baik yang terdaftar atau tidak terdaftar, dan seluruh manfaat, hak istimewa, hak untuk menggugat, memulihkan kerusakan dan mendapat pembelaan atas setiap pelanggaran di masa lalu, saat ini, maupun di kemudian hari, penyalahgunaan atau pelanggaran terhadap hak-hak tersebut di atas dan "**Karya**" berarti perangkat lunak, program, naskah, macro dan kode dari setiap tipe atau bahasa, penemuan, ide, proses, metode, karya penciptaan, dokumen, artikel, laporan dan/atau setiap pokok atau materi, dalam bentuk dan media apapun (termasuk ekuivalen digital, dari semua hal pokok tersebut di atas).
  5. Ketentuan dalam Pasal 41 ini tetap berlaku setelah pemutusan hubungan kerja Karyawan.
3. The Employee hereby irrevocably and unconditionally agrees not to exercise all moral rights in the Company Works which the Employee may have under any applicable law and any other moral rights to which the Employee is or may be entitled to under any law now existing or in future applicable in any part of the world.
  4. For the purposes of this Company Regulation, "**Intellectual Property Rights**" shall mean all copyright, patents, trade marks, service marks, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights and "**Works**" shall mean software, programs, scripts, macros and any code of any type or language, inventions, discoveries, ideas, processes, methods, works of authorship, documents, articles, reports and/or any other subject matter or materials, in whatever form or medium (including digital equivalents of all the aforementioned subject matter).
  5. The provision of this Article 41 shall survive the termination of the Employee's employment.

**BAB XIV**  
**KESEMPATAN KERJA YANG SAMA,**  
**PELECEHAN DAN DISKRIMINASI**

**Article 42**  
**Kesempatan Kerja yang Sama**

Perusahaan menerapkan kebijakan kesempatan kerja yang sama. Dasar kebijakan ini mensyaratkan agar Perusahaan setiap saat mempekerjakan tenaga kerja terbaik untuk mengisi organisasi Perusahaan dan agar Perusahaan memberikan kepada Karyawannya tempat kerja yang bebas dari bentuk diskriminasi apapun. Apabila Karyawan menemukan praktek atau prosedur di Perusahaan yang tidak sesuai dengan kebijakan di atas, Karyawan diharapkan untuk melaporkan hal tersebut kepada Perusahaan.

**Article 43**  
**Pelecehan Dan Diskriminasi**

1. Perusahaan mengakui hak Karyawannya atas lingkungan kerja yang bebas dari bentuk diskriminasi, pelecehan, dan fitnah dan oleh karenanya melarang praktek diskriminasi, pelecehan dan fitnah yang didasarkan pada, antara lain, jenis kelamin, warna kulit, suku, ras, kepercayaan agama, politik, bangsa, status perkawinan, kehamilan, usia, cacat fisik atau kecerdasan.
2. Perusahaan tidak akan memberikan toleransi atas tingkah laku asusila di tempat kerja. Pelecehan atau diskriminasi sering terjadi tanpa saksi dan korban sering takut didiskreditkan dan dihina, sehingga korban jarang bersedia melaporkan pelecehan atau diskriminasi tersebut.
3. Karyawan yang merasa dilecehkan atau menerima perlakuan diskriminasi tidak perlu takut untuk melaporkan pelecehan atau perlakuan diskriminasi tersebut. Perusahaan akan melindungi Karyawan yang menyampaikan laporan yang benar mengenai diskriminasi atau pelecehan dan akan berupaya untuk menyelesaikan seluruh kasus pelecehan atau diskriminasi dengan adil.

**CHAPTER XIV**  
**EQUAL OPPORTUNITY, HARASSMENT**  
**AND DISCRIMINATION**

**Article 42**  
**Equal Opportunity**

The Company applies the job equal opportunity policy. This policy requires the Company to at all times hire the best personnel to fill in the Company's organization and provide its Employees with the discrimination-free working environment. In the event that the Employee finds any practice or procedure within the Company that may not be consistent with the policy above, the Employee is expected to report this to the Company.

**Article 43**  
**Harassment and Discrimination**

1. The Company acknowledges the rights of Employee to the working environment which is free from any form of discrimination, harassment and slander, and therefore prohibits any discrimination, harassment and slander practice based on, among others, sex, color, ethnic, race, religion, politic, nationality, marital status, pregnancy, age, physical or mental disability.
2. The Company shall not tolerate any immoral act at the workplace. The harassment or discrimination practice mostly takes place without witness and the victim is always afraid of being discredited and humiliated that he/she rarely reports such harassment or discrimination.
3. Any Employee who finds him/herself being harassed or treated discriminatively should not be afraid of reporting such harassment or discrimination practice. The Company shall protect the Employee who files a proper report on discrimination or harassment and attempt to resolve all of the harassment or discrimination cases fairly.

**BAB XV  
PENUTUP**

**Pasal 44  
Masa Berlaku**

1. Peraturan Perusahaan ini berlaku dan mengikat Perusahaan dan Karyawan selama 2 (dua) tahun, terhitung mulai tanggal disahkan oleh Dinas Tenaga Kerja dan Transmigrasi Provinsi DKI Jakarta..

Selanjutnya masa berlaku Peraturan Perusahaan ini akan diperbaharui untuk periode 2 (dua) tahun berikutnya dengan memperhatikan saran-saran Karyawan, kondisi Perusahaan dan faktor eksternal terkait lainnya.

2. Apabila pada waktu berakhirnya masa berlaku Peraturan Perusahaan ini tidak terdapat perubahan di dalamnya, maka Peraturan Perusahaan ini akan tetap berlaku sampai dikeluarkannya Surat Keputusan pengesahan yang baru oleh Dinas Tenaga Kerja dan Transmigrasi terkait.

**Pasal 45  
Penutup**

1. Hal-hal yang belum atau tidak cukup diatur di dalam Peraturan Perusahaan ini akan diatur kemudian hari dengan memperhatikan ketentuan perundang-undangan ketenagakerjaan yang berlaku.
2. Apabila ada ketentuan kerja dalam Peraturan Perusahaan yang bertentangan dengan peraturan perundang-undangan yang berlaku maka bagian tersebut batal demi hukum dan yang berlaku peraturan perundangan yang berlaku.
3. Peraturan Perusahaan ini dibuat dalam 2 (dua) bahasa yaitu Bahasa Indonesia dan Bahasa Inggris. Apabila terjadi perbedaan pemahaman dan atau penafsiran terhadap Peraturan Perusahaan ini, maka yang dipergunakan adalah versi Bahasa Indonesia.
4. Untuk menjaga keseragaman dan konsistensi pelaksanaan Peraturan Perusahaan, Departemen Sumber Daya Manusia ditetapkan sebagai pihak yang berwenang untuk memberikan penafsiran terhadap kebijakan dan Peraturan Perusahaan dan/atau hal-hal

**CHAPTER XV  
CLOSING**

**Article 44  
Effective Period**

1. This Company Regulation shall be valid and binding upon the Company and Employees for a period of 2 (two) years starting from date of ratification by the relevant Office of Manpower and Transmigration of the DKI Jakarta Province.

This Company Regulation can be extended for another period of 2 (two) years by taking into account suggestions from Employees, Company condition, and relevant external factors.

2. Should there be no amendment at the time this Company Regulation expires, it shall remain valid and be automatically extended until its replacement is ratified by the relevant Office of Manpower and Transmigration.

**Article 45  
Closing**

1. Matters that have not been or not sufficiently stipulated in the Company Regulation shall be stipulated on a later date taking into account the prevailing labor laws and regulations.
2. Any employment stipulations herein that are contradictory to the prevailing laws regulations shall become void and shall be preceded by the prevailing labor laws and regulations.
3. This Company Regulation is made in two languages ie Indonesian and English versions. Should any discrepancy arise on the understanding/interpretation of this Company Regulation, the Indonesian version shall apply.
4. In order to maintain uniformity and consistency of implementation of Company Regulation, Department of Human Resources has been determined as the authorized party in interpretation of Company policy and regulation and/or other provisions that have

terkait lainnya yang belum diatur dalam Peraturan Perusahaan, dengan tetap memperhatikan peraturan perundang-undangan yang berlaku.

5. Peraturan Perusahaan akan dibagikan kepada setiap Karyawan untuk diketahui dan dilaksanakan sebagai mestinya.

not been stipulated in the Company Regulation, with due observation of the prevailing laws and regulations.

5. This Company Regulation shall be distributed to each Employee for information and implementation as required.

**Jakarta, 18 Agustus 2017**

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*President Director*

**[CONFIDENTIAL INFORMATION DELETED]**



## LAMPIRAN I DEFINISI

Istilah berikut ini digunakan dalam Peraturan Perusahaan ini dan, kecuali secara tegas ditafsirkan lain dalam pasal-pasal lainnya di dalam Peraturan Perusahaan ini, hanya dapat diartikan sebagaimana diuraikan di bawah ini.

**Perusahaan:** PT Energi Bayu Jeneponto

**Karyawan:** ialah karyawan yang diperkerjakan oleh Perusahaan untuk waktu tidak tertentu berdasarkan Perjanjian Kerja untuk Waktu Tidak Tertentu (PKWTT).

**Karyawan PKWT:** ialah karyawan yang diperkerjakan oleh Perusahaan untuk waktu tertentu untuk melakukan jenis pekerjaan tertentu yang sifatnya sementara. Syarat dan kondisi Karyawan untuk waktu tertentu dituangkan dalam Perjanjian Kerja Waktu Tertentu (PKWT).

**Karyawan Non-Staff:** Karyawan yang posisinya berhak untuk menerima upah lembur untuk jam bekerja diluar jam kerja normal.

**Karyawan Staff:** Karyawan yang tugas utamanya melibatkan pekerjaan yang memerlukan spesialisasi, pengetahuan yang maju, mengarahkan pekerjaan subordinasi dan secara teratur menerapkan kebijaksanaan dan penilaian independen yang profesional, eksekutif dan administratif dan tidak berhak atas upah lembur.

**Pemegang Jabatan Korporasi:** Karyawan yang memegang jabatan atau peran berikut ini di Perusahaan: Direktur, General Manager dan Kepala Departemen.

**Hari istirahat:** Suatu hari penuh dimana Karyawan tidak diwajibkan untuk bekerja oleh Perusahaan. Hari istirahat dapat jatuh pada hari apapun hari suatu minggu tergantung dari jadwal kerja.Karyawan.

**Tanggung:** Pasangan pasangan hidup dan anak-anak sah Karyawan yang terdaftar pada Perusahaan dan yang kelangsungan hidupnya sepenuhnya tergantung pada Karyawan.

## APPENDIX I DEFINITION

The following terms are used in this Company Regulation and unless expressly stated otherwise in other articles in this Company Regulation, can only be interpreted as per definition below.

**Company:** PT Energi Bayu Jeneponto

**Employee:** is an employee who is employed by the Company for an indefinite period based on an Indefinite Period Employment Agreement (PKWTT).

**Contract Employee:** is an employee who is employed by the Company for a definite period of time to perform certain types of work that are temporary in nature. The terms and conditions of employment of a Definite Period Employee are provided in the relevant Definite Period Employment Agreement (PKWT).

**Non-Staff Employee:** Employees whose positions are entitled to receive overtime pay for hours worked in excess of the normal work hours.

**Staff Employee:** Employees whose primary duty involves work requiring specialized, advanced knowledge, directing the work of subordinates, and regularly exercise discretion and independent judgment in the area of professional, executive, and administrative and are not entitled to overtime pay.

**Corporate Title Holders:** Employees who hold any of the following titles or roles within the Company: Director, General Manager and Department Head.

**Day-off:** A full day when the Employee is not scheduled to work by the Company. Day-off may occur on any day of the week depending on the Employee's work schedule.

**Dependents:** Employee's legitimate spouse and children registered with the Company and whose life subsistence only depends on the Employee.

1. **Tanggungjan Anak** dijelaskan sebagai berikut:

- a. Tanggungan anak adalah 3 (tiga) anak yang sah (anak pertama, kedua, dan ketiga) yang terdaftar di Perusahaan, belum berusia 21 (dua puluh satu) tahun, belum bekerja atau menikah dan masih mengikuti pendidikan formal.
- b. Bila Karyawan memiliki lebih dari 3 (tiga) anak dan salah satu dari 3 (tiga) anak tersebut tidak memenuhi kriteria di atas, hak tersebut dapat dialihkan ke adik-adiknya. Dengan demikian, anak ke 4 (empat) dapat dianggap anak ke 3 (tiga) bila anak 1 (pertama), anak ke 2 (dua) atau anak ke 3 (tiga) tidak lagi berhak atas tunjangan tersebut, dan seterusnya.

2. **Tanggungjan Suami/Isteri** adalah isteri atau suami Karyawan yang terdaftar pada Perusahaan selama masih ada ikatan hubungan kerja Karyawan.

**Pendapatan Kotor:** Penghasilan yang terdiri dari upah pokok bulanan ditambah dengan penghasilan lain seperti upah, lembur, premi shift (apabila berlaku) dan tunjangan lainnya, sebelum dipotong pajak PPh-21.

**Tempat Penerimaan Karyawan:** Tempat dimana Karyawan diterima bekerja sesuai dengan kesepakatan yang dibuat antara Perusahaan dan Karyawan pada waktu Kesepakatan Kerja dibuat dan ditandatangani.

**Tempat Penugasan:** Tempat basis penugasan yang ditentukan oleh Perusahaan sewaktu Kesepakatan Kerja dibuat dan dapat berubah sebagai akibat dari pemindahan tempat tugas.

**Keluarga** adalah:

- a. Bagi Karyawan pria: Karyawan dan 1 (satu) isteri serta anak-anak tanggungan yang sah (maksimum 3 (tiga) anak) yang didaftarkan ke Perusahaan.
- b. Bagi Karyawan wanita: Karyawan dan suami serta anak-anak (maksimum 3 anak) dalam hal Karyawan adalah seorang wanita menikah, dan dia bertindak sebagai kepala keluarga.

1. **Dependent Children** shall be described as follows:

- a. Entitled dependent children shall be 3 (three) legitimate children (the first, second, and third) registered with the Company, have not reached 21 (twenty-one) years old, have never been married or engaged in paid employment, and still attending formal education;
- b. In the case an Employee has more than 3 (three) children and one of the above 3 (three) children do not meet the above criteria, his/her entitlement can be transferred to young brother/sister. Therefore, the fourth shall be regarded as the third child in the case the first, second, or third child is no longer entitled for allowance.

2. **Dependent Spouse** shall be the legal wife or husband of the Employee as registered with the Company during his/her terms of employment.

**Gross Income:** The gross income consisting of monthly base wage added to other incomes, such as overtime, shift premium (if applicable), prior to PPh-21 tax is withheld.

**Point of Hire:** The place where an Employee is hired in accordance with the agreement reached between the Company and the Employee at the time of the Employment Agreement is signed.

**Point of Agreement:** Work base location determined by the Company when an Employment Agreement is made and may change as a result of a transfer.

**Family:**

- a. For male Employee: Employee and 1 (one) legitimate wife and dependent children (maximum 3 (three) children) registered with the Company.
- b. For female Employee: Employee and husband and dependent children (maximum 3 children) where the Employee is a married female, and acts as the Head of the family.

**Kematian Normal:** Kematian yang terjadi secara alamiah dan bukan karena kecelakaan kerja, penyakit yang timbul karena hubungan kerja atau bunuh diri.

**Tunjangan:** Imbalan berupa uang atau bentuk lain di luar upah sehubungan dengan status/golongan/jabatan Karyawan dalam Perusahaan.

**Tunjangan Tetap:** Suatu pembayaran ke Karyawan yang dibuat secara teratur dan tidak berhubungan dengan kehadiran Karyawan atau pencapaian kinerja suatu pekerjaan tertentu.

**Kebijakan Perusahaan** merupakan wewenang manajemen yang dibuat berdasarkan pengecualian kasus per kasus.

**Normal Death:** A death occurred naturally and not due to industrial accident, occupational disease, or suicide.

**Allowance:** Remuneration in the form of money or other items not included in wage, in relation to Employee's status/grade/position in the Company.

**Fixed Allowance:** a payment to the Employee that is made regularly and is not related to the attendance of the Employee or the achievement of a certain job performance.

**Company's Discretion** shall be management decision on case by case basis.

**LAMPIRAN II  
SURAT PERNYATAAN TANDA TERIMA**

**APPENDIX II  
ACKNOWLEDGEMENT OF RECEIPT**

TANDA TERIMA	RECEIPT
<p>Saya yang bertanda tangan di bawah ini:</p> <p>Nama : _____</p> <p>No. ID : _____</p> <p>Departemen: _____</p> <p>Dengan ini menyatakan bahwa saya telah menerima buku Peraturan Perusahaan PT Energi Bayu Jenepono, dan mengerti bahwa Peraturan Perusahaan ini memuat syarat dan kondisi kerja, serta hak-hak dan kewajiban Perusahaan dan saya sebagai Karyawan Perusahaan. Saya setuju untuk menaati semua ketentuan yang telah ditetapkan di dalam buku Peraturan Perusahaan.</p>	<p>I the undersigned below:</p> <p>Name : _____</p> <p>ID No : _____</p> <p>Department: _____</p> <p>Herewith stated that I have received a book of Company Regulation, PT Energi Bayu Jenepono, and understand that this Company Regulation contains provisions relating to the terms and conditions of work as well as the rights and obligations of the Company and myself as an Employee of the Company. I agree to adhere to the provisions stipulated in the Company Regulation.</p>

Tanggal/Date :	
Tempat/Place :	
<p>Yang Menerima/Received by</p>  <p>_____</p> <p>Nama/Name:</p>	<p>Yang Menyerahkan/Served by</p>  <p>_____</p> <p>Nama/Name:</p>

Appendix 7

# Chance Find Procedure

# CHANCE FIND PROCEDURE

## 1. Purpose

The purpose of this document is to address the possibility of archaeological or cultural heritage deposits, finds and features becoming exposed during earthmoving and ground altering activities associated with Tolo 1 Wind Power Project activities and to provide procedures to follow in the event of a chance archaeological or cultural heritage find.

The objectives of this procedure, consistent with Indonesian regulations and IFC Guidelines, are to identify and promote the preservation and recording of any archaeological material that maybe discovered and notify the appropriate governmental agencies to resolve any archaeological or cultural issues that may arise.

When the proposed location of a project is in areas where cultural heritage is expected to be found, either during construction or operations, EBJ will implement this Chance Find Procedure. Neither EBJ nor its agents, contractors nor sub-contractors shall disturb any chance finds further until an assessment by a competent specialist is made and actions consistent with the requirements of this procedure are identified.

## 2. Scope

This procedure applies to all activities occurring on sites controlled by EBJ and/or its contractors and sub-contractors. This includes all Project activities whether at the plant site in Sulawesi, along transmission line corridors leading to or from the site, roadways in and around the site, within property owned or controlled by EBJ.

## 3. Definitions

The following definitions apply in the context of this procedure:

**Archaeological Site:** A cultural heritage site with physical evidence of past cultural activity visible on or in the ground.

**Artifact:** A portable object that is created by past human activity and becomes part of an archaeological site or isolated archaeological find. Most archaeological artifacts lose substantial cultural and scientific value when removed from their 'context' in the ground. Archaeological artifacts, in context or not, are the property of the national government. Their scientific collection and use is controlled through a permitting process administered by the Balai Arkeologi Makassar. National law and international treaty forbid the sale and export of archaeological artifacts. An object removed from an historic structure will have the same legal status as an archeological artifact.

**Chance Find:** An artifact or archaeological site found by chance, which can include human skeletal remains. Chance Finds are unknown prior to discovery.

**Cultural Heritage:** The legacy of physical artifacts (cultural property) and intangible attributes of a group or society that are inherited from past generations, maintained in the present and bestowed for the benefit of future generations. Cultural heritage can be tangible or intangible. Tangible forms of cultural heritage, such as tangible property and sites having archaeological (prehistoric),

paleontological, historical, cultural, artistic, and religious values, as well as unique natural environmental features that embody cultural values, such as sacred groves. Intangible forms of culture, such as cultural knowledge, innovations and practices of communities embodying traditional lifestyles, are also included in the scope of cultural heritage artifacts. The requirements of this procedure apply to cultural heritage regardless of whether or not it has been legally protected or previously disturbed.

#### **4. Roles and Responsibilities**

##### 4.1 Employees & Contractors

- Participate in Induction-level training with regard to responsibilities when involved in a Chance Find
- Any EBJ employee or contractor employee who happens on a Chance Find shall immediately report the Find to his/her respective Supervisor.

##### 4.2 Supervisor

- Control the scene of the Chance Find
- Report the Chance Find to the DSLNG Site Representative

##### 4.3 EBJ Site Representative

- Take steps to ensure all employees and contractors are trained in the requirements of this procedure
- Notify the Government Relations & Stakeholder Manager in the event of a Chance Find
- Notify the appropriate government agency of a Chance Find
- Develop and implement the plan to manage the Chance Find
- Ensure that all Chance Finds are resolved according to the approved Plan

#### **5. Chance Find Procedure**

##### 5.1 Awareness Training

During the Initial HSE Induction Training, all individuals shall be made aware of the requirements of this procedure.

##### 5.2 Activity Prior To Discovery

Excavation in sites of known archaeological interest should be avoided. Where this is unavoidable, prior discussions must be held with the Directorate of Antiquities in order to undertake pre-construction excavation or assign an archaeologist to log discoveries as construction proceeds.

### 5.3 Discovery & Notification

Where historical remains, artifacts or any other object of possible cultural or archaeological importance are unexpectedly discovered during construction the following steps shall be applied:

- a. Stop construction activities in the area of the find
- b. Notify the responsible foreman and the onsite EBJ Representative
- c. Delineate the discovered site area with barricade tape
- d. Designate a site representative to actively prevent any damage or loss of removable objects. In case of removable artifacts or sensitive remains, a security guard shall be present at all times until the responsible authority takes control
- e. The EBJ Representative shall notify the responsible authorities, the Directorate General of Antiquities and local authorities (within less than 24 hours)
- f. Responsible authorities shall be in charge of protecting and preserving the site before deciding on the proper procedures to be carried out
- g. An evaluation of the finding will be performed by the appropriate government agency responsible for preservation of archaeological finds. The significance and importance of the findings will be assessed according to various criteria relevant to cultural heritage including aesthetic, historic, scientific or research, social and economic values.
- h. Decision on how to handle the finding will be reached based on the above assessment and could include changes in the project layout (in case of finding an irrevocable remain of cultural or archaeological importance), conservation, preservation, restoration or salvage.
- i. Implementation of the authority decision concerning the management of the finding. Construction work could resume only when permission is given from the General Directorate of Antiquities after the decision concerning the safeguard of the heritage is fully executed.

### 5.4 Management of Chance Finds

Once a Chance Find has been secured and assessed, EBJ shall work with the contractor and designated government representatives to determine the appropriate action. The following management options will be considered:

- a. Avoidance: This option minimizes the impact to the site through partial or complete project redesign or relocation. This is the preferred option from a cultural resource management perspective.
- b. Salvage Excavation: This data recovery option is site destructive and can delay construction. If required, salvage excavation shall be conducted in accordance with authorized procedures.
- c. In-situ Management: This option includes the application of site protection measures, such as fencing or barricades, or capping the site area with fill. Appropriate protection measures will be identified and agreed between EBJ, its contractors, and designated government agencies.
- d. Surface Collection: If a site is assessed as having limited salvage excavation potential but contains significant surface archaeological items, those surface finds may be individually mapped and collected in accordance with authorized procedures.
- e. Destruction: If a site is assessed as having limited archaeological significance, it may be destroyed once a complete photographic record has been made and formal report submitted to EBJ and appropriate government agencies.