

## **Legal Study of Employment Agreements Made by Companies with Workers in View of Legislation (Study at PT. Bina Artha Sei Rampah)**

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### **ABSTRACT**

The holding of a work agreement is an implementation of statutory regulations. By making a work agreement, it is intended as a reference in regulating industrial relations between employees and PT Bina Artha Ventura (Bina Artha) is a Venture Capital Company that is growing rapidly and has been actively involved in the microfinance sector in Indonesia since December 2011. So that the mission of PT Bina Artha, namely, provides easy and innovative access for Indonesian families. PT Bina Artha was able to form and develop thanks to the contribution of employees who work with high ethical standards and work enthusiasm and in accordance with the partner segments served by PT Bina Artha. The research method used in this thesis is an empirical juridical type with a statutory approach and is descriptive. Data sources involve revealed and primary data, collected through interviews, data collection, and documentation or literature studies. The analysis used is qualitative analysis. The aim of this research is to understand the form of work agreement at PT Bina Artha, assess the implementation of work agreements based on statutory regulations, and identify factors inhibiting work agreements at PT Bina Artha Sei Rampah. The results of this research are that the form of employment agreement at PT Bina Artha according to law is written. workers at PT. Bina Artha is part of the scope of work agreements in statutory regulations. PT Bina Artha's work agreement only carries out a written work agreement for an indefinite period of time (PKWTT). Implementation of work agreements at PT. Bina Artha viewed from the statutory regulations Law Number 13 of 2003 concerning Employment and Law Number 6 of 2023 concerning Job Copyright, the work agreement that has been agreed between the company and employees is a company regulation which contains all work rules, hours. work, wages, and the rights and obligations of workers or companies. This is in accordance with the principles in the Law. The inhibiting factor for employment agreements at PT Bina Artha is that the Holiday Allowance (THR) received by workers from the company does not comply with the contents of the employment agreement.

**Keywords: Legal Studies, Employment Agreements, Companies.**

## **A. Introduction**

The current employment developments certainly have dynamics that describe the employment relationship with the company where they work. Companies must maintain the role of the workforce and try to increase workforce productivity, which of course is adjusted to the company's conditions, so that workforce productivity and opportunities to always increase productivity can be achieved well. Human resources are said to be productive if they have high work productivity and can complete their tasks and responsibilities in a timely manner. Various labor problems can also arise because the basic and normative rights of workers are not guaranteed, giving rise to conflicts which include low wage levels, health insurance, work safety guarantees, old age security, facilities provided by companies, which are usually ending in termination of employment.

An agreement is a vehicle for someone to enable another person to do something or not do something. Basically, no one in this world can force other people to do or not do something except according to their own willingness. A person is willing to do something or not do something desired by a certain party for certain reasons and this is first required in the agreement.

Based on article 1 number 16 of the UUKK, the terms employment relations and industrial relations are differentiated in meaning. What is meant by industrial relations is a system of relations formed between actors in the process of producing goods or services consisting of elements of entrepreneurs, workers and government based on the values of Pancasila and the 1945 Constitution of the Republic of Indonesia.

The purpose of entering into a work agreement is the implementation of labor law. By making a work agreement, it is intended as a reference in regulating industrial relations between employees. Considering the dynamic development of employment with various problems that can arise, it is appropriate that the implementation of the agreed employment contract must remain a reference for employment relations in the company.

PT Bina Artha Ventura (Bina Artha) is a venture capital company that is growing rapidly and has been actively involved in the microfinance sector in Indonesia since December 2011. PT Bina Artha provides full attention to its employees. This is because Bina Artha was able to form and develop thanks to the contribution of employees who work with high ethical standards and work enthusiasm and in accordance with the partner segments served by PT Bina Artha. The implementation of the employment agreement between the employee and PT Bina Artha begins when the employee is accepted to work, and both parties sign a contractual agreement containing their respective obligations, as well as things that must be fulfilled by both the employee and the Company.

In connection with the work agreement made by PT Bina Artha with workers, it is necessary to know the form of the work agreement made by PT Bina Artha with workers in terms of statutory regulations in order to know what rights and obligations the company and workers have in the work agreement. already made. Then it is necessary to pay attention to how to implement the work agreement that has been made in accordance with applicable regulations so that the rights and obligations of the company and workers can be fulfilled. Employers in implementing work agreements must fulfill every right that employees have, such as meeting the minimum basic needs for workers as a result of the work they have completed. Workers must also carry out their obligations as agreed in the work agreement.

## **B. Research Methods**

A research cannot be said to be research if it does not have a research method.<sup>1</sup> Research methods are one of the factors of a problem that will be discussed.<sup>2</sup> The study was carried out using secondary data which was analyzed qualitatively using the Desk Research Method. The literature materials used in writing this research are several references originating from the results of research, studies and reviews of

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<sup>1</sup> Ismail Koto, "Perlindungan Hukum Terhadap Korban Tindak Pidana Terorisme", *Proceeding Seminar Nasional Kewirausahaan*, 2.1, (2021): 1052-1059.

<sup>2</sup> Ida Hanifah, Ismail Koto, "Problema Hukum Seputar Tunjangan Hari Raya Di Masa Pandemi COVID-19", *Jurnal Yuridis* 8.1, (2021): 23-42.

several papers which are then summarized into a work of scientific.

### **C. Analysis And Discussion**

#### **1. The form of the employment agreement carried out at the PT Bina Artha company is reviewed from the laws and regulations**

The Civil Code is a law which is a source of formal law as well as a source of material law for contract law in force in Indonesia. Agreements are specifically regulated in the Civil Code, Book III, Chapter II concerning "Engages Born from Contracts or Agreements" and Chapters V to Chapter XVIII which regulate the legal principles and legal norms of agreements in general, as well as norms Contract law which has special characteristics is better known as a named agreement.

Employment agreements are regulated in Article 1313 of the Civil Code (hereinafter referred to as the Civil Code) which states that an agreement is an act by which one or more people bind themselves to one or more other people. An agreement can also be interpreted as a relationship between someone who acts as a worker/laborer and someone who acts as an employer. The definition of a work agreement is first stated in the provisions of Article 1601a of the Civil Code which states that a work agreement is an agreement in which one party, as a laborer or worker, binds himself to work under his orders/work for another party as an employer by getting wages for a certain time.

The form of a work agreement based on the provisions of Article 1313 of the Civil Code is not explicitly stated, the Civil Code only defines an agreement as an act of one or more people binding themselves to another person. Making an agreement is basically not tied to a particular form. The Civil Code does not systematically mention the form of agreement. Each party entering into an agreement has the principle of freedom of contract in making an agreement, in the sense of being free to make an agreement either verbally or in writing.

Based on Article 1338 of the Civil Code, verbal agreements must be implemented by the parties who make them because the parties must comply with what

has been agreed in the agreement. Obligations arising from an agreement constitute the law for the parties who make it.

If an oral agreement meets the requirements for a valid agreement in accordance with the formulation of Article 1320 of the Civil Code, then it is still valid and has legal force to declare someone in default. However, if the verbal agreement is denied/not acknowledged by the party suspected of committing default, the verbal agreement does not have legal force to declare someone in default, because the agreement may or may not be true, depending on the evidence of the parties.

In the provisions of Law No. 6 of 2023, hereinafter referred to as the Job Creation Law, there are changes to the contents of the UUKK provisions regulated in article 81 Chapter IV of the Employment Cluster, these changes include, among other things, starting from the provisions of the Specific Time Work Agreement (PKWT) and Indefinite Time Work Agreements (PKWTT), minimum wages, people with disabilities, related to working time for workers, benefits from the Job Loss Guarantee Program, and outsourcing.

Regarding the form of a work agreement, it is basically regulated in the UUKK, namely in writing and verbally. In terms of the provisions on the form of a work agreement which are made in writing and orally in the Certain Working Time Agreement (PKWT) and the Unspecified Working Time Agreement (PKWT) it is further regulated in article 57 UUKK. However, the provisions of the Job Creation Law amend article 57 of the UUKK by removing and adding phrases to these provisions.

Article 81 Number 13 of the Job Creation Law which changes the content of Article 57 of the UUKK has a difference regarding the removal of Paragraph (2) of the UUKK which states that: "A work agreement for a certain period of time that is not written is contrary to the provisions referred to in Paragraph (1) is stated as work agreement for an indefinite period of time." Article 81 Number 13 of the Job Creation Law also changes the editorial in Article 57 Paragraph (3) of the UUKK by adding the phrase "specific time work agreement" which previously was just "work agreement".

The removal of Paragraph (2) in Article 57 of the Manpower Law could make the position of workers based on unwritten work agreements even weaker than before. The evidentiary strength of an oral employment agreement has weakened the position of workers, further compounded by the absence of protection regarding the change in status of PKWT workers to PKWTT workers in the event that the employment agreement is made orally.

PKWT which is carried out orally, which was previously regulated in Article 57 Paragraph (2) UUKK, means there is no legal certainty regarding the status of those who can change to PKWTT. However, the disappearance of this paragraph in the Job Creation Law creates a legal vacuum and there is no legal certainty that protects workers if the PKWT is carried out verbally.

PT Bina Artha is a venture capital company that is growing rapidly and has been actively involved in the microfinance sector in Indonesia since December 2011. As a company operating in the financial sector, PT Bina Artha's mission is to provide easy and innovative access for Indonesian families to obtain financial services. and non-financial that can be relied upon and become a trusted business partner in every location.

In line with the UUKK, based on the provisions of Article 51 paragraph (1) of the UUKK, it is stated that "Employment agreements can be made in writing and verbally (not written), so the provisions regarding the employment agreement between PT Bina Artha Sei Rampah and workers are contained in the written employment agreement."

The work agreement at PT. Bina Artha Sei Rampah with the worker is made in writing, meaning that the work agreement is valid from the time there is a binding agreement between PT Bina Artha Sei Rampah and the worker. This work agreement, which is made in writing, functions as a tool that binds the rights and obligations between the company and the workers. If in the future a dispute occurs, this written

work agreement is not only useful as evidence but also indicates that a legal event has occurred.

The Work Agreement signed on August 26 2023 between PT Bina Artha Sei Rampah and the workers in the Work Agreement consists of 15 articles, including the following: Article 1 Agreement Period, Article II Conditions and Scope of Work (Contained in 4 Paragraphs), Article III Responsibilities Answers to Work (Contained in 3 Paragraphs), Article IV Compensation (Contained in 4 Paragraphs) Article V Tax, Article VI Annual Leave (Contained in 7 Paragraphs), Article VII Sick Leave and Absence (Contained in 4 Paragraphs), Article VIII Working Hours and Business Travel (Contained in 3 Paragraphs), Article IX Termination of Employment Relations (Contained in 7 Paragraphs), Article X Conflict of Interest (Contained in 3 Paragraphs), Article Article XIII Mutual Agreement (Contained in 2 Paragraphs), Article XIV Severability, Article XV Applicable Law.

The contents of the work agreement letter at PT. Bina Artha is made in writing. This agreement was made between PT. Bina Artha, whose head office is at Graha Niaga Thamrin Floor 3, Jl. KH. Mas Mansyur, Karet-Tanah Abang, Central Jakarta 10230. His status in his employment relationship, also known as a work agreement for an indefinite period of time, is indicated by the term of the employment agreement signed by both parties, which is referred to as an "Indefinite Term Employment Agreement". This employment agreement was made starting on August 29 2023. The company announced that they would recruit new employees for PT Bina Artha.

Employees work as Account Officers, and Branch Managers are their direct superiors. The types of work that must be carried out by workers include conducting surveys, outreach, Partner Eligibility Tests (UKM), and Partner Group Disciplinary Training (LKMM) for prospective partners according to Standard Operating Procedures (SOP) to achieve active partner targets, enabling partners to have complete documents. and double-check all documents required for the financing disbursement process, Provide a realization plan report to BM every week. This report includes the

number of partners, nominal amount, and time, including day, date, and time of realization.

PT Bina Artha workers will receive a monthly basic salary and 1 (one) time Holiday Allowance. The basic salary is paid monthly, divided into 13 months, of which the Holiday Allowance is included, and subject to any deductions permitted by Law. Basic salary is paid on the 25th of every month. If the 25th falls on a national holiday, payment will be made on the following working day. The thirteenth month's salary cannot be received before 14 days before the Eid al-Fitr holiday. All payments will be made in Rupiah. Workers will receive a monthly vehicle maintenance allowance and daily petrol allowance paid along with their monthly salary. In accordance with statutory provisions and internal company regulations, the company will include its employees in the health insurance program. The company will make the final decision to pay additional benefits. The company is responsible for paying the relevant government authorities and withholding personal income taxes from workers' compensation.

Rights and obligations between PT Bina Artha and its workers: PT Bina Artha has an obligation to provide workers' rights such as wages, benefits, occupational safety and health, leave, and humane working time rights in accordance with the collective agreement stated in the work agreement. In addition, workers have an obligation to complete tasks and fulfill all the requirements stated in the employment agreement.

PT. Bina Artha has a code of ethics that workers must adhere to in behaving and interacting both within the organization and with partners and external parties, namely that workers do not accept or provide material or non-material rewards or facilities, workers do not report information that is not true or wrong regarding work, fee reimbursement, partner data and others, workers are not allowed to share/change/delete log-in passwords or access rights with other employees or direct or indirect superiors, workers do not take sides or give different treatment to clients or suppliers, workers must safeguard all company assets that are under the control of



employees, workers are not allowed to be active functionaries of any political party, the company does not tolerate harassment of employees by anyone either verbally/written/physically, and workers are not involved in any criminal activity and notify parties superiors if they become aware of any violations.

## **2. Implementation of the Work Agreement at PT. Bina Artha Sei Rampah Viewed from Legislative Regulations**

Implementation of the Indefinite Time Work Agreement (PKWTT) by PT Bina Artha in a work agreement letter signed by both parties in Article 1 of the Agreement Period, namely that the work agreement is made starting from August 29 2023. This company stated that it accepts workers as permanent employees of the PT Bina company Artha. Therefore, the type of work agreement carried out by PT Bina Artha is the Indefinite Time Work Agreement (PKWTT). Based on the results of an interview with Mrs. Dama as Branch Head, the work agreement for an indefinite period of time is implemented at PT. Bina Artha, is a job class with a 6 month trial work period. The work probation period is contrary to Law no. 13 of 2003 concerning Employment which can be seen in article 60.

Wage Payments as explained by Mrs. Dama as Branch Head of PT Bina Artha Sei Rampah, the company will pay workers' wages every month on the 25th, the wages given to workers are in accordance with the applicable UMK. Workers will receive a monthly motorbike maintenance allowance of IDR 100,000, a communication allowance of IDR. 25,000, and a daily petrol allowance of Rp. 15,000 according to the worker's attendance. If the worker is absent, the worker does not get daily petrol money.

Workers are required to pay personal income tax due from workers' compensation and make Work Accident Insurance (JKK) payments to the relevant government authorities. So, the company will deduct its employees' salaries every month according to the taxes that must be paid.

Operational working hours at PT Bina Artha are from 08.00-16.00 WIB with breaks given for rest, prayer or lunch. Workers are also given two breaks of 15 minutes each between work periods. The company also provides weekly leave for two (2)

working days a week, namely Saturday and Sunday. This is in accordance with article 81 point (23) of the Job Creation Law. Amending article 77 article (2) UUKK so that workers carry out their work for 7 (seven) hours 1 (one) day and 40 (forty) hours 1 (one) week for 6 (six) working days in 1 (one) week or 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week. Then, in accordance with the provisions of article 81 point (25) amending article 79 paragraph (2) UUKK, namely that after workers have carried out work for 4 hours continuously, they must take a break, not including working hours.

The work carried out by workers as account officers usually carries out partner surveys, facilitates and checks the completeness of partner documents, monitors business activities for partners, and others. All work stated in the employment agreement must be carried out. However, workers are asked to devote all their professional skills, time and energy.

After becoming a permanent employee at the company, you will be given a work agreement letter. Based on the results of interviews with workers, whether the workers knew and understood the contents of their employment agreement with PT Bina Artha Sei Rampah, workers stated that they had not read all of the employment agreement. Because the work agreement letter already exists from the company, they only read the identity, work responsibilities, working hours, wages and bonuses. I don't really understand the other provisions in the work agreement.

The wages given by PT Bina Artha to workers vary depending on the worker's position and responsibilities. Based on interviews conducted with workers, he works as an Account Officer who receives a monthly salary of Rp. 2,869,292 but it still has to be deducted for BPJS Employment and Work Accident Insurance (JKK) independently so it is not a net salary. Then workers also get several communication allowances amounting to Rp. 25,000, motorbike maintenance Rp. 100,000 per month, and daily petrol allowance of 15,000 if he attends work. Wages paid to workers on the

25th are usually given in cash to workers. If the 25th falls on a holiday, wages will be paid on the following working day.

### **3. Factors Inhibiting the Implementation of Employment Agreements at PT Bina Artha Sei Rampah**

Inhibiting factors in implementing the work agreement between PT. Bina Artha and workers namely:

- a. The Holiday Allowance (THR) given to workers is not in accordance with the employment agreement. In the THR work agreement letter given to workers in the amount of 1 (one) times the monthly salary. However, workers only get THR with an inappropriate nominal amount, namely below their monthly salary. Based on the results of interviews conducted with Mrs. Dama as Branch Head of PT. Bina Artha stated that the company's limited salary was due to the fact that workers/laborers who had worked for 1 month were entitled to receive Religious THR from the company. Workers/laborers who have worked continuously for 12 months or more will receive THR equal to one month's wages. Meanwhile, workers/laborers who have worked for at least 1 month continuously but less than 12 months, are given THR proportionally, by calculating the number of years of work divided by 12 (twelve) months times one month's wages.

The following is an explanation of the efforts that will be made by the company to overcome the factors inhibiting the proper implementation of the work agreement which have been explained above as follows:

In the event that the holiday allowance (THR) is not given in full at 1 (one) time the salary by the company, the company, especially in the HRD sector, will explain to each new employee that workers/laborers who have worked for 12 months continuously or more will receive a THR of one month's wages. Meanwhile, workers who have worked for at least 1 month continuously but less than 12 months, are given

THR proportionally, by calculating the number of years of work divided by 12 (twelve) months times one month's wages.

Based on the explanation above, the efforts made by the company in overcoming the factors inhibiting the implementation of the work agreement that will be carried out are aimed at producing results that are directed towards the implementation of the work agreement process which is good for workers as the company's responsibility and is achieved in accordance with the values of the law.

### **C. Conclusion**

The form of work agreement at PT Bina Artha according to article 51 paragraph (1) UUKK is that PT Bina Artha enters into a written work agreement. A written work agreement functions as evidence if a dispute occurs in the future. The contents of the work agreement letter at PT. Bina Artha contains: Identity of the parties, Status of the employment relationship (work agreement for an indefinite period of time), Position or type of work, Working time and leave, Amount of wages and method of payment, Rights and obligations between the company and workers/laborers, Worker code of conduct /workers, sanctions and commitments in work agreements for an indefinite period of time, and termination of agreements.

Implementation of existing work at PT. Bina Artha is part of the scope of work agreements in Law Number 13 of 2003 UUKK and Law Number 6 of 2023 concerning Stipulation of Government Regulations in Lieu of Law Number 2 of 2023 concerning Job Creation Becoming Law, work agreements can be categorized into a work agreement for an indefinite period of time (PKWTT), namely an agreement between a worker and an entrepreneur to enter into an employment relationship in the nature of Implementation of an indefinite period of employment agreement at PT Bina Artha Sei Rampah, several provisions are in line with statutory regulations, however there are several provisions regarding the implementation work agreement that is not in accordance with applicable laws and regulations, namely the work trial period in a

Specific Time Work Agreement (PKWTT) exceeds the valid period of 6 (six months) and is contrary to article 60 paragraph (1) UUKK.

Factors inhibiting work agreements at PT Bina Artha, namely, overall the implementation of work agreements starting from their enactment has not experienced many problems in terms of the quantity of problems faced by both the company and employees. However, the inhibiting factors in implementing the work agreement between PT. Bina Artha and the wages given by PT. Bina Artha to workers as stated in the employment agreement, namely the Holiday Allowance (THR) given by the company to workers in the amount of 1 (one) times the monthly salary is not in accordance with the contents of the agreement.

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