
Work Agreements Company Nusantara (PERINUS) With Workers Reviewed From Law No. 13 of 2003 Concerning Employment

Dahlai Hasim

Faculty of Law, Khairun University of Ternate, Email: dauslapatilaiya@gmail.com,

Mardia Ibrahim

Faculty of Law, Khairun University of Ternate, Email: mardiaibrahim75@gmail.com

Abstract

This study aims first to find out how the implementation of work agreements carried out by the Nusantara Company (Perinus) with workers. Second, to find out how legal protection is for workers who are harmed by the Nusantara company (Perinus).

This type of research is empirical normative, because what is examined is the issue of matters that are juridical in nature and the existing facts regarding the implementation of the Implementation of Work Agreements carried out by Nusantara Companies and Workers. And settlement of disputes between Nusantara companies. Related to the rights and obligations of workers if the Nusantara Labuha company does not fulfill its obligations, while the normative determines what is allowed and what is not allowed which is regulated in the Civil Code.

The implementation of work agreements at Nusantara Companies (Perinus) has not been properly fulfilled in accordance with Law no. 13 of 2003 concerning employment, Article 78 paragraph (1) and paragraph (2). The working relationship that exists between the Nusantara Company (Perinus) and the workers and the wages given to the workforce are indeed not in accordance with the UMK standards of South Halmahera Regency along with other benefits provided by the company. This is intended so that in carrying out the agreement that has been agreed upon it can provide legal certainty regarding the rights and obligations of each party. Legal protection for workers in the implementation of work agreements, in fact, is still made in the form of a written agreement, apart from that the agreement explicitly contains the amount of wages which is divided into various work benefits. relating to making/or the form of work agreements, the government should immediately make improvements to arrangements or regulations for workers/laborers, so that the rights and obligations of workers can be properly fulfilled and increase legal protection for workers..

Keyword: *PT Perinus, Employment, Agreement with Employees*

INTRODUCTION

One's social life in meeting the needs of daily life cannot be separated from the help of others. To meet the needs of life, a person must interact with other people. To get living expenses a person needs to work. Work can be done independently or work for others. The development of human life is a survival related to the needs of a decent life. Seeing the demands for a decent life, humans try and are creative to fulfill them. The real thing that can be seen is that humans will work to fulfill their needs. By working, humans are bound or not bound by other parties or with the work environment.

Doing work a person can do business alone or in collaboration with other parties and can work for other parties. With someone working for another person, it will create a relationship in fulfilling the rights and obligations of each. So for that we need a rule that can bridge the needs of all parties. The development of employment in Indonesia has been so long. In this development, of course, there are dynamics that illustrate how the employment relationship is a very complex working relationship. The possibility that can occur from an unbalanced work relationship is that disputes can occur in carrying out work. In the field of labor, the emergence of disputes between employers and workers usually stems from feelings of dissatisfaction.

Regarding workers' disputes, a distinction is made between rights disputes (*rechtsgeschillen*) and interest disputes (*belangen-geschillen*). Rights disputes are disputes that arise because one party does not comply with the contents of the work agreement, labor agreement, employer regulations or violates legal provisions. Meanwhile, interest disputes are disputes that occur as a result of workers' labor conditions or in other words disputes that arise due to the absence of an understanding of the conditions and or conditions of workers.

The employment agreement is the result of an agreement to carry out the work carried out by the employer and the worker. It can be seen that the work agreement was made to regulate the terms of work, the rights and obligations of both parties. Likewise, the work agreement is a master agreement that must be considered in making work agreements. Based on these normative rules, in its implementation Nusantara Company (Perinus). apply the existing rules by making a work agreement between the Nusantara Company (Perinus) and workers.

As it is known that the payment of wages to company employees should refer to the application of the Regency/City minimum wage. This is in line with the provisions stipulated in Law no. 13/2003 regarding employment, in which the provision regulates the mechanism for providing wages and other benefits. The application of the minimum wage for South Halmahera Regency in 2020 has increased by 8.51% from IDR 2,508,591 to 2,721,530, the provision of this minimum wage has been socialized to all City Regencies in North Maluku Province. So that the policy can create a decent wage mechanism that can be accepted by all workers

By the Government as an intermediary in an effort to find a solution to the problem if a dispute occurs between the company and workers due to violations of various regulations that have been set, it actually results in losses for workers. In solving workers' problems and in creating a healthy business climate, and healthy relations between companies and workers, the government coordinates with relevant agencies to adopt a policy in the field of worker protection.

By making a Collective Labor Agreement it is intended as a reference in regulating work relations between workers and Nusantara Company (Perinus). The Collective Labor Agreement Between the workers and the Company mentioned above, it is appropriate that the implementation of the Collective Labor Agreement (PKB) that has been agreed upon must remain a reference for employment relations at the Nusantara Company (Perinus), between salaries or wages that are not in accordance with statutory regulations. So that this is what makes the recipients of wages or salaries (workers) dissatisfied.

RESEARCH METHODE

1. Research Type

The type of research used in this study is empirical normative legal research or what is called legal research which uses primary data sources, namely data obtained directly from the community as the first source through field research, which is carried out either through (observation), interviews. Legal research is conducted to find solutions to legal issues that arise. Therefore, legal research is a research within the framework of know-how. Within the law. The result achieved is to provide a description of what should be the issue raised.

2. Data Collection Techniques

1. Field research, aims to obtain information by conducting direct question and answer through interview techniques with regular question types shown by competent parties.
2. Library research, aims to collect available data and information, which is then used as the basic foundation and main tool in the research.

3. Data Processing And Analysis Techniques

The primary data and secondary data that were collected during the course of this research were then classified and analyzed. The analysis used is qualitative analysis, namely the collected data is poured in the form of logical and systematic descriptions, then analyzed to obtain clarity of problem solving, then conclusions are drawn inductively..

RESULT AND DISCUSSION

A. Terms of Agreement in General

Agreement R. Subekti,: An agreement is an event where a person promises to another person or where two people promise each other to do something. This agreement issues an agreement between the two people who make it. In its form, the agreement is in the form of a series of words containing promises or commitments spoken or written.

Article 1313 of the Civil Code reads: "An agreement is an act by which one person or more binds himself to one or more others." The agreement is defined as an agreement by which two or more people bind themselves to carry out a matters in the field of assets. The distribution of agreements according to Article 1601 of the Civil Code is(1):

- a. An agreement to perform certain services is an agreement in which 1 (one) party wants the other party to make an agreement to achieve a goal, for which one party is willing to pay an honorarium or wages.
- b. An employment agreement is an agreement between a worker and an employer, which agreement is characterized by the existence of a certain agreed wage or salary and the existence of a higher relationship (dienstverhoeding), in which the employer has the right to give orders that must be obeyed by other parties.
- c. Work agreement, is an agreement between one party and another party, in which one party wants something that is agreed upon by the other party, for the payment of a certain amount of money.

The agreement will also give birth to rights and obligations in the field of law for the parties making the agreement. By making an agreement, the parties to the agreement voluntarily surrender themselves to do something, or not to do something for the benefit and benefit of the parties to whom they have promised or bound themselves, with guarantees or guarantees in the form of assets owned and to be owned by the party making the agreement must be born from the will and must be carried out according to the party making the agreement. With this construction and legal consequences, it means that every party that enters into an agreement,

not only the party that is obliged to carry out the performance based on the agreement, must know exactly when and how an agreement has been made(2).

The principle of freedom of contract can be analyzed from the provisions of Article 1313 paragraph (1) of the Civil Code, which reads; All agreements made legally apply as laws for those who make them. The principle of freedom of contract as regulated in Article 1338 is a principle that gives freedom to the parties to:

- a. making or not making an agreement;
- b. enter into an agreement with anyone;
- c. determine the contents of the implementation agreement, and its terms: and
- d. determine the form of the agreement, namely written or oral(3).

Article 1 point 5 of the Labor Law Number 13 of 2003 states that what is meant by an entrepreneur is:

- a. Individuals, partnerships, or legal entities that run a company owned by themselves;
- b. Individuals, partnerships, or legal entities that independently run a company that does not belong to them;
- c. Individuals, partnerships, or legal entities located in Indonesia representing companies as referred to in letters a and b that are domiciled outside the territory of Indonesia;

According to Abdul Kadir Muhammad, it is stated that in an agreement there are several elements, namely:

- a. There are parties

There must be at least two people. The parties act as the subject of the agreement. Which subjects can consist of humans or legal entities. In the case of the parties consisting of humans, then that person must be an adult and capable to enter into legal relations.

- b. There is an agreement between the parties

The parties before making an agreement or in making an agreement must be given the freedom to bargain or bargain between the two, this is commonly referred to as the principle of consensuality in an agreement. Which consensus must be without coercion, deception and judgement(4).

- c. There is a goal to be achieved

An agreement must have one or several specific objectives to be achieved, and with the agreement that objectives are to be achieved or by means of the agreement a goal is to be achieved by them, whether carried out by themselves or by other parties, in this case they are the subject of the agreement.

- d. There is a feat to be accomplished.

The parties to an agreement have certain rights and obligations, which contradict one another. If one party is obliged to fulfill an achievement, then for the other party it is a right, and so on.

- e. There are certain forms.

An agreement can be made verbally or in writing, in the case of an agreement made in writing and made in a deed, the deed can be made authentically or underhanded. An authentic deed is an agreement deed made by the parties in the presence of a public official who is authorized to do so.

- f. There are certain conditions.

In an agreement regarding its contents, there must be certain conditions, because in an agreement according to the provisions of Article 1338 of the Civil Code paragraph (1) it determines that a legal agreement or agreement is binding as a law for those who make it.

Generally, engagements born from agreements are the ones that occur most often in everyday human life. Article 1233 of the Civil Code, with such a formulation as the Criminal Code, wants to state that outside of an agreement and because of matters stipulated by law there is no agreement. The engagement creates rights and obligations in the field of property law. Thus the agreement will also give birth to rights and obligations in the field of law for the parties making the agreement. By entering into an agreement, the party entering into the agreement voluntarily surrenders to do something, or not to do something for the benefit and benefit of the party against whom he has promised or bound himself, with guarantees or guarantees in the form of assets owned and what will be owned by the party making the agreement must be born out of will and must be carried out in accordance with the intent of the party making the agreement.

1. Definition of Company

According to the Kansil, the definition of a company is any form of business entity that runs any type of business that is permanent and continuous and is established, works and is domiciled in the territory of the Republic of Indonesia for the purpose of obtaining profit and or profit. Swastha and Sukotjo, the meaning of the company is a production organization that uses and coordinates economic resources to satisfy needs in a profitable way.

Molengraaff The definition of a company is all actions that are carried out continuously, to earn income, act out, by way of trading, surrendering or entering into trade agreements. The definition of company here does not question the company as a business entity, but rather the company as an act, so it seems that it only includes business activities.

Company is any form of business that carries out any type of business that is permanent and continuous in nature and is established, works and is domiciled within the territory of the State of Indonesia with the aim of obtaining profit and or profits(5).

Forms of business or forms of company ownership are in the form of legal entities and not legal entities. What is meant by being a legal entity is a business entity that has its own assets, separate from the assets of its founders. Members are not responsible for their assets other than those in the shares they own.

2. Company Workforce

Manpower based on the law, labor is identical for entrepreneurs or business owners. The law explains that labor is someone who has the ability to work to make or provide goods or services.

The company as a business entity created to seek profit or profit, where each company is made based on and has legal force. In a company, it's not only the theory that workers give their abilities while employers provide compensation through wages/salaries, more than that, in companies there are many social aspects, health aspects, humanitarian aspects, economic aspects. The company regulations regulate several matters such as the issue of the amount of salary, leave, social security/insurance, employee relations, such as the end of the employment relationship. These things are stated in the company regulations in great detail so that each job can more easily understand the contents of the regulations. These things are included of course with the intent and purpose so that workers can know various kinds of limitations in work so that they are more motivated at work.

The company regulation regulates the working conditions that apply in the company, contains rights and obligations for workers and employers in order to obtain legal certainty in Law No.

13 of 2003 concerning Manpower Article 108 Paragraph (1) states that employers who employ workers/laborers are at least -at least 10 (ten) people are required to make company regulations which come into force after being ratified by the minister or appointed official.

The advantage of having company regulations is the guarantee of legal certainty regarding the rights and obligations of the parties, for a period of 2 (two) years. how to form a union So that unfair treatment of workers / workers can be avoided. Law No. 13 of 2003 concerning Manpower in Article 50 states that employment relations occur because of a work agreement between employers and workers / laborers. Article 51 Paragraph (1) work agreements are made in writing or orally. Article 51 Paragraph (2) Work agreements that are required in writing are carried out in accordance with the applicable laws and regulations.

Based on Law Number 1 of 1970 concerning work safety, what is regulated is work safety in all workplaces, both land, underground, on the surface of the water, in the water and in the air which are within the jurisdiction of the Republic of Indonesia. The objectives of work safety include protecting the safety of workers in carrying out their duties, protecting the safety of others at work, maintaining production resources so that they are used efficiently. To carry out work safety, supervisory employees, work safety experts and the Occupational Safety and Health Advisory Committee (P2K3) are needed. Members (P2K3) consist of company management representatives, 29 labor representatives, work safety technicians and company doctors (Law No. 1 of 1970 concerning Occupational Safety)

Likewise when workers are employed during weekly breaks or official holidays. Workers must be paid 2 times the hourly wage, while for the first 1 hour excess they are paid 3 times the hourly wage and excess for the second hour and so on must be paid 4 times the hourly wage. Besides requiring sufficient rest time, employers must also provide food and drinks of at least 1400 calories if overtime work is carried out for 3 hours or more(6).

3. Certain Employment Agreements

Certain work agreements or now commonly referred to as certain work agreements there are provisions in Article 1 letter a of the Minister of Manpower Regulation Number 05/MEN/1986 namely certain work agreements are work agreements between workers and employers, which are held for a certain time or for a certain job(7).

A work agreement in Dutch is Arbeidsoverenkoms, which has several meanings. Article 1601a of the Civil Code provides the following meaning: "A work agreement is a regulation made by a person or several employers' associations with a legal entity and one or several trade unions with a legal entity, regarding work conditions that must be observed when making a work agreement(7).

Listening to the understanding of work agreements according to the Civil Code, that the characteristic of work agreements is "being under the order of another party" so that it appears that the relationship between workers and employers is a subordinate and superior relationship (subordination). Meanwhile, the meaning of work agreements according to Law Number 13 of 2003 concerning Manpower is more general in nature, because it refers to the relationship between the worker and the employer which contains the terms of work, the rights and obligations of the parties. The employment agreement based on Law Number 13 of 2003 concerning Manpower does not specify the form of the work agreement orally or in writing, as well as regarding the term the time is determined or not as previously regulated in Law no. 25 of 1997 concerning Manpower.

Based on the understanding of the work agreement above, several elements can be drawn from the work agreement, namely:

- a There is an element of work or work

In a work agreement there must be work that is agreed (object of the agreement), the work must be carried out by the worker himself, only with the permission of the employer can order someone else. This is explained in Article 1603 a of the Civil Code which reads: "Workers are obliged to carry out their own work; only with the employer's permission can he order a third person to replace him'.

The nature of the work carried out by the worker is very personal because it is related to his skills/expertise, so according to law if the worker dies then the work agreement is terminated by law.

b There is an Element of Command

The manifestation of the work given to workers by the employer is that the worker concerned must comply with the employer's orders to carry out the work in accordance with what was agreed. This is where the working relationship differs from other relationships.

c There is an Element of Wages

Wages play an important role in employment relations, it can even be said that the main purpose of people working for employers is to earn wages. So if there is no element of wages, then the relationship is not a working relationship.

d Requirements for the Validity of the Employment Agreement

As part of an agreement in general, a work agreement must fulfill the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code and also in Article 1 number 14 Jo Article 52 paragraph 1 of Law Number 13 of 2003 concerning Manpower, the definition of a work agreement is an agreement between workers/labourers with employers or employers containing the terms of work, rights and obligations of the parties. Article 52 paragraph 1 states that: Work agreements are made on the basis of: a. Both side agreement; b. Ability or ability to carry out legal actions; c. There is an agreed job; and D. The agreed work does not conflict with public order, decency, and applicable laws and regulations.

These four conditions are cumulative meaning that all of them must be met before it can be said that the agreement is valid. The terms of the free will of both parties and the ability or skills of both parties in making agreements in civil law are referred to as subjective requirements because they concern the person making the agreement.

Work agreements can be made in written or oral form (Article 51 paragraph (1) of Law No. 13 of 2003). Normatively, the written form guarantees the certainty of the rights and obligations of the parties, so that if a dispute occurs it will greatly assist the verification process. Article 54 of Law No. 13 of 2003 states that work agreements made in writing contain at least the following information:

- a. Name, company address and type of business;
- b. Name, gender, age and address of the worker/laborer;
- c. Position or type of work;
- d. place of work;
- e. The amount of wages and the method of payment;
- f. Working conditions which contain the rights and obligations of employers and workers/labourers;
- g. Start and period of validity of the work agreement;
- h. Place and date the agreement was made; And
- i. Signature of the parties in the employment agreement.(8)

"A work agreement is an agreement between the worker/labourer and the employer or employer which contains the terms of employment, the rights and obligations of both parties." In addition

to the normative understanding mentioned above, Imam Soepomo (9) argues that a work agreement is an agreement in which the first party (worker), binds himself to work by receiving wages from the second party, namely the employer, and the employer binds himself to employ workers by paying wages.

The employment agreement between the employer and the entrepreneur's assistant within the company's environment is included in the employment agreement, all provisions regarding employment apply, all provisions regarding employment apply in the agreement. Are as follows:

- a. Obligated to carry out agreed company work that is charged by the employer (employer)
- b. Obligated to carry out the orders of the employer (entrepreneur) in relation to a third party on behalf of the employer (entrepreneur).

While the employer (entrepreneur)

- a. Obligation to pay agreed wages to workers (employees' assistants)
- b. Obligated to guarantee work safety and fulfill the welfare that has been promised to workers (employees' assistants).(5)

Wages play an important role in employment relations (work agreements), it can even be said that the main goal of a worker is to work for an employer is to earn wages. So if there is no element of wages, then the relationship is not a working relationship. Like a convict who is required to do a certain job, a hospitality student who is doing field practice at a hotel.

B. Implementation of Work Agreements entered into by Nusantara Companies (Perinus) with Workers

Nusantara Company (Perinus) was formed based on PP No. 21 of 1998 from the results of the merger of 4 Fisheries BUMNs, which were determined through an extraordinary GMS on October 27, 2005, the merger of Fisheries BUMNs including the change in the name of PT Usaha Mina to Nusantara Company (Perinus) was approved by Deed Number. 8 and 9 dated 8 May 2006 made before Notary Muhammad Hanafi in Jakarta, the Nusantara Company (Perinus) became effective as of 9 June 2006, namely since the approval of the Company's articles of association of the Archipelago (Perinus) in accordance with the Decree of the Minister of Law and Human Rights No. C.16842.HT.01.04 Year 2006

Nusantara Company (Perinus) is a fish company located in Panamburan Village, South Halmahera Regency. To create good relations between companies and workers, the Nusantara company. Implement harmonious and dynamic work relationships as well as embodiment of peace of mind and improvement of employee welfare. Currently, the workforce consists of 50 (fifty) people, including 32 (thirty two) male workers, while 18 (eighteen) female workers who are in Nusantara Company (Perinus) in Halmahera Regency South

Work agreements according to Law No. 13 of 2003 concerning Manpower in Article 1 paragraph (14) are agreements between workers and employers or employers which contain work conditions, rights and obligations of the parties. An agreement in writing or verbally between the employer and the worker or with a third party representative of the recipient of the work which contains briefly or in full everything related to the rights and obligations of each party and the terms of their implementation which are carried out to achieve a common goal, namely profit without detrimental to either party(10).

From the above understanding, we can get the form of a work agreement, namely written or oral. Every form of agreement, whether written or oral, must be in accordance with the law and moral obligations. a written agreement is an agreement that is stated clearly on paper or the

terms we generally know in black and white while an oral agreement is a brief agreement on the basis of the trust of each of the parties. condition.(11)

Carrying out work agreements of course there must be work carried out, work does not have to be with real actions/gestures but without making a movement is also work if it is agreed so and according to applicable regulations it is not contradictory. After reading the meaning of a work agreement, we can find out the basis for making a work agreement, namely:

- a. There is an agreement between the two parties;
- b. Having the ability or ability to carry out legal actions;
- c. There is an agreed job; And
- d. The agreed work does not conflict with public order, decency, and applicable laws and regulations

In work agreements both verbally and in writing generally concern the rights and obligations of the parties as well as the terms of the job. In general work agreements, work agreement clauses are made unilaterally by the employer, this is related to practical reasons. With unilateral contracts, there are often contracts that are detrimental to one party and also because the position of the worker is usually weaker than that of the employer. A written work agreement at least contains:

- a. name, company address, and type of business;
- b. name, gender, age and address of the worker/laborer;
- c. position or type of work;
- d. place of work;
- e. the amount of wages and the method of payment;
- f. terms of employment which contain the rights and obligations of employers and workers;
- g. start and period of validity of the work agreement;
- h. the place and date the work agreement was made; And
- i. the signatures of the parties in the employment agreement.

Someone who wants to work, of course, must know beforehand what must be done, as well as the employer must know whether the ability of a worker is in accordance with the needs of the field of work given. As a prospective workforce, you must know in advance so that you can be adjusted to the abilities you have so that you get a place that is in accordance with the experience you have. Regarding the start and end time of the agreement can be divided into two, namely:

- a. Work agreement for a certain time
- b. for an unspecified time. The work agreement for a certain time referred to is based on:
 - a) For example, one year, two years or more
 - b) The completion of a particular job, can be based on the achievement of the objectives of holding a job and the limits of the work, for example the construction of a house in the sea, meaning that after the work is finished, the work agreement ends.

Law Number 13/2003 concerning Manpower has expressly regulated that workers who work under the Employment Agreement system can only do certain jobs. These specific jobs are as stipulated in Article 59 paragraph (1) of Law no. 13/2003 on Manpower which reads: work agreements for a certain time can only be made for certain jobs according to the type and nature or activities of the work will be completed within a certain time, namely:

- a. Work that is completed once or is temporary in nature;
- b. Work that is estimated to be completed in not too long time and no longer than 3 (three) years;
- c. Seasonal work; or

- d. Work related to new products, new activities, or additional products that are still being tested or explored.

Employment agreements can be made for permanent jobs. The work agreement for a certain time cannot require a probationary period, and if it is required, it becomes null and void. Work agreements can only be made for certain jobs which, according to the type and nature or activities of the work, will be completed within a certain time, namely

1. Protection of occupational safety and health

Occupational safety and health is one of the workers' rights as regulated in Article 86 Paragraph 1 of Law no. 13 of 2003. Occupational safety is a type of protection whose scope may include machinery, work tools, and the environment as well as ways of doing work. Occupational safety objects are all workplaces both on land, sea and air. Meanwhile, occupational health is part of the science of health which aims to ensure that workers obtain a state of perfect health, both physically, mentally and socially so that they can work optimally.

Employers provide policies that according to their considerations are good and will be accepted by workers but those concerned have different considerations and views, so as a result the policies given by employers are not the same, workers who are satisfied will continue to work with more enthusiasm while for dissatisfied workers will show decreased morale until a dispute occurs.

The main objective of occupational safety and health efforts is to protect the safety of workers/laborers in order to realize optimal work productivity by preventing accidents and occupational diseases, controlling hazards in the workplace, promoting health, medication and rehabilitation. concluded that the purpose of holding occupational safety and health is:

- a. So that workers/laborers can get adequate work safety guarantees in carrying out work.
- b. Avoid the risk of work accidents
- c. Improvement of health status for workers/labourers
- d. Ensure that production resources are maintained and used safely and efficiently.

The responsibility for occupational safety and health in the workplace is the entrepreneur or the manager or manager of the workplace. The implementation of occupational safety and health is carried out jointly by the employer's leadership or management and all workers/laborers, and is carried out in a systematic and integrated manner in the company's management system. This has been confirmed in Article 87 Paragraph 1 of Law no. 13 of 2003. Furthermore, in Article 2 it is stated that the provisions regarding the implementation of the occupational safety and health management system as referred to in paragraph 1 are carried out by means of a Government Regulation. In the author's opinion, this provision contains weaknesses because on the one hand the law has indicated that the implementation of an occupational safety and health management system is fully the responsibility of employers, while on the other hand the law also gives authority to the government to regulate the implementation of an occupational safety and health management system.

Some of the obligations of Nusantara Company (Pernus) with workers in relation to the protection of occupational safety and health include:

- a. For workers/laborers who have just entered, the entrepreneur is obliged to show and explain the following:
- b. About conditions and hazards arising in the work environment.
- c. All safety and protective equipment used.
- d. Safe ways and attitudes in doing work
- e. Check the physical and mental health of the worker concerned. For workers who have been or are currently employed:

- f. Conduct training in terms of prevention of work accidents, fire prevention, and improvement of work safety and health in general.
- g. Regular employee health checks.
- h. Provide free of charge all self-protection equipment required for the workplace in question for all workers/laborers.
- i. Report any incidents of work accidents and work-related illnesses that occur in the workplace to the Depnaker office.
- j. Comply with all occupational health and safety requirements both stipulated in laws and those stipulated by supervisory employees.

2. Wage Protection

Article 1 point 30 of the Manpower Act provides the meaning of Wages are the rights of workers/laborers who are received and expressed in the form of money as a reward from employers or employers to workers/hunters, which are determined and paid according to a work agreement, agreement, or laws and regulations. invitation, including allowances for workers/laborers and their families for a job and/or service that has been or will be performed. It is clear that wages are actually paid based on the agreement of the parties, but to ensure that the wages received are not too low, the government participates in setting the lowest wage standard through legislation.

This is what is commonly referred to as the minimum wage or in today's era it is referred to as the provincial minimum wage. The right to receive wages arises when there is an employment relationship and ends when the employment relationship is terminated. Employers in setting wages do not discriminate between male and female workers for work of equal value.

Based on Article 1 Paragraph (1) of the Minister of Manpower Regulation No. PER-01/MEN/1999 concerning the minimum wage explained that "what is meant by the minimum wage is the lowest monthly wage consisting of the basic wage including fixed allowances. Meanwhile, in another section, namely the Decree of the Minister of Manpower and Transmigration No. KEP-226/Men/2000 explained regarding the scope of the application of the minimum wage including, the Provincial Minimum Wage (UMP) which applies to all districts/cities in 2017 has increased 17.48% from Rp. 1,681,266 to Rp. 1,775,000 for the implementation of The minimum wage has been socialized to all employers in every region in North Maluku Province

In accordance with the Regulation of the Minister of Manpower No. PER-01/MEN/1999 Determination of the Minimum Wage is carried out by considering:

- a. Minimum Living Needs (KHM)
- b. Consumer Price Index (CPI)
- c. Development capability and continuity of the company
- d. Wages generally apply in certain regions and between regions
- e. Labor Market Conditions
- f. The level of economic development and per capita income.

The subject matter of an employment agreement is an agreement between the worker and the employer, the agreement is marked by the characteristics of the existence of an agreed wage or salary and the existence of a relationship in which one party has the right to give orders that must be obeyed by other parties. A new agreement exists if the work agreement fulfills 4 (four) conditions, namely the elements consisting of(1):

- a. There is a job. In a work agreement there must be an agreement that was agreed upon and carried out by the worker who made the work agreement himself. The work carried out by the worker must be based on and guided by the work agreement.

- b. There is a service. In carrying out work carried out as a manifestation of the employment agreement, workers must obey the orders of other people, namely the employer.
- c. There is an element of wages. In carrying out work, workers get wages in exchange for achievements that must be paid by employers for that work. Wages are an important means of labor for their survival.
- d. There is an element of time. In carrying out this work relationship, it must be carried out according to the time specified in the work agreement or statutory regulations.

With the regulation of the various provisions mentioned above, it is quite clear that Law no. 13 of 2003 on labor very much protects and pays attention to the rights of workers in an employment relationship. Presence of Law no. 13 of 2003 at the same time answering and helping job seekers in Indonesia, especially in North Maluku Province. From the results of an interview with Mr. Imran as the Manager of PT Company Nusantara (Perinus), said that Company Nusantara in protecting workers, they are given other facilities, namely social security wages/work bonuses in accordance with the provincial or city minimum wage with the aim of providing peace of mind so that they can make a positive contribution to efforts to increase the discipline of workers

In contrast to what the author gets from Mr. Muhidin's work as an employee/worker at the Nusantara (Prinus) company, he said that we, on the part of the workers, have never received other benefits as previously stated, workers only receive a salary every month, for other benefits such as our wages/bonuses have not been given as what was conveyed by the company manager Therefore according to the author that in the implementation of work agreements by the archipelago company (Prinus) Labuha with workers, in accordance with Law no. 13/2003 the author can say that the work agreement is: an agreement between a worker and an employer to perform workwork. So the worker himself must do the work and cannot be transferred to someone else. In carrying out the work, the worker must obey and be under the orders of the employer/employer. As compensation for the work done, the work is entitled to wages that must be paid by the employer/employer.

3. Legal protection for workers who are harmed by the Nusantara Company (Perinus)

According to Setiono, legal protection is an action or effort to protect society from arbitrary acts by authorities that are not in accordance with the rule of law, to create order and tranquility so as to enable humans to enjoy their dignity as human beings(12).

According to Philipus Hardjo, there are two legal protections for the community, namely: a. Preventive legal protection means that the public is given the opportunity to submit their opinion before the government's decision gets a definitive form that aims to prevent disputes from occurring. b. Refrensive legal protection aimed at resolving disputes. Legal protection is a guarantee given by the State to all parties to be able to exercise their legal rights and interests in their capacity as legal subjects(13).

Sociologically, the position of the worker is not free, as a person who has no other means of living than that, he is forced to work for other people, it is the employer who basically determines the terms of work. Given the lower position of workers than employers, it is necessary for the government to intervene to provide legal protection. Legal protection for workers is needed given their weak position.

Zainal Asikin stated that legal protection from the employer's power is carried out if laws and regulations in the field of labor which require or force employers to act as stated in the legislation are actually implemented by all parties because the enforceability of the law cannot be measured only juridically, but is measured legally. sociological and philosophical

One of the rights inherent in the nature and existence of human beings is the right to social security. Therefore, it is often stated that social security is a universal/general program that must be implemented by all countries. According to Imam Soepomo, what is meant by Social Security is the payment received by the worker, in the event that the worker does not do the job without fault, thereby guaranteeing income security in terms of the right of the worker to lose wages for reasons other than his will.

Even though in legal thinking no definite classification regarding labor protection is found, the scope of labor protection according to Soepomo is divided into three groups, namely:

- a. Economic protection, namely a type of protection that covers the worker an income sufficient to meet the daily needs of him and his family, including in these cases being unable to work due to something out of his will. This protection is called social security.
- b. Social protection, namely a protection related to community efforts, the purpose of which is to enable every worker to have and develop his life as a human being in general and as a member of society and family members, or what is commonly called occupational health.
- c. Technical protection related to efforts to protect workers from the dangers of accidents that arise while working, this is in the form of the availability of work tools, in the form of machines, other safety devices. This protection is called work safety.

Labor protection when it is concluded that the scope of labor protection includes:

- a. Protection of the basic rights of workers/labourers to negotiate with employers.
- b. Protection of occupational safety and health
- c. Special protection for women, children and disabled workers/laborers.
- d. Protection of workers' wages, welfare and social security.

This form of protection for workers in Indonesia must be carried out by every company that employs people to work, in that company must pay attention to maintaining and improving the welfare of workers. Protection for workers is divided into three, namely economic protection, social protection, and technical protection. Of course, these protections must be balanced with the rights and obligations of workers. With the existence of protection as well as the rights and obligations of workers, it is hoped that it will create a harmonious atmosphere between workers and companies.

Regarding the above, based on the research that the authors conducted, there were many deviations in its implementation. One of these deviations is the unclear type of work that workers actually have to do. This can be seen from the contractual form of the Work Agreement that the author obtained from Nusantara Company (Perinus) Labuha Where in the employment contract it is not explained in detail what exactly the work must be done by the worker, and the contract only lists the type of work in general, namely service, but it does not explain in which service department the worker is employed and what type and nature of work is carried out. he will do.

The author then asked the Head of the Labuha Manpower and Transmigration Service about the same situation that there was still a lot of confusion about the employment agreement, this was due to the lack of clarity in the rules regarding employment agreements. One of these confusions is found in the employment contract made to the worker, where the contract does not explain in detail what work the worker will actually do. So that apart from making it difficult to carry out supervision when a dispute occurs, the workers also cannot demand much because of this ambiguity. In reality, in the world of work, a worker who will start working in a company will make an agreement in the form of an employment agreement with the company that will employ him. The work agreement is the beginning of the working relationship between workers and employers. Work agreements are usually provided unilaterally by the company that will employ the worker, where the contents of the work agreement have been made unilaterally by

the company and the worker only needs to sign it as a form of agreeing or rejecting the work agreement.

This situation, according to Sri Gambir Melati Hatta, arises because the position of entrepreneurs is strong both in terms of economy and power, while workers are in a weak position because they are parties who need jobs. The monopoly position of this entrepreneur opens up opportunities for him to abuse his position. As a result, the entrepreneur regulates his rights and not his obligations.

If workers feel that their rights are protected and regulated in Law no. 13 of 2003 regarding employment, it is felt that it has not been fulfilled and ignored by the company, so this will cause certain disputes between employers and workers. If the dispute occurs, the legal regulations in Indonesia have regulated it in Law No. 2 of 2004 concerning the settlement of industrial relations disputes. Industrial relations disputes are differences of opinion that result in conflict between employers or groups of employers and workers or trade unions due to disputes regarding rights, disputes over interests, disputes over work relations and disputes between unions within a company.

Legal protection of labor rights is protection carried out by companies to protect the rights of workers who have done work in accordance with work orders or agreements. Work agreements in this case are agreements regarding work carried out by employers or Nusantara Labuha companies to provide jobs to workers, therefore a form of legal protection by companies for workers' rights is to give absolute rights to someone as a worker.

Based on the description and results of the research above, the authors convey that the Nusantara Company (Perinus) has not carried out its obligations to the workers, so that workers have been considered disadvantaged as regulated in Article 4 letter C, which states that "one of the goals of employment development is to provide protection to workers work in creating prosperity". Since the contents of the work agreement have been made unilaterally in advance by the company, usually the contents tend to be one-sided and provide more benefits to the employer, and workers are in a disadvantaged position.

CONCLUSION

The implementation of work agreements at Nusantara Companies (Perinus) has not been properly fulfilled in accordance with Law no. 13 of 2003 concerning employment, Article 78 paragraph (1) and paragraph (2). The working relationship that exists between the Nusantara Company (Perinus) and the workers and the wages given to workers are indeed not in accordance with the UMP standards for South Halmahera Regency along with other benefits provided by the company. This is intended so that in carrying out the agreement that has been agreed upon it can provide legal certainty regarding the rights and obligations of each party.

Legal protection for workers in the implementation of work agreements, in fact, is still made in the form of a written agreement, the form of protection provided is to protect labor rights in the form of wages, working time, rest time, holiday allowances (THR), death security and guarantees. pension time. Apart from that, the agreement explicitly contains the amount of wages which is divided into various work allowances. relating to making/or the form of work agreements, the government should immediately make improvements to arrangements or regulations for workers/laborers, so that the rights and obligations of workers can be fulfilled properly and increase legal protection for workers.

SUGGESTION

- a. In each employment contract that uses the Employment Agreement system, a premise or background should be made, namely a kind of explanation of the work to be carried out, so that each employment agreement made is clear to the worker/laborer, or regarding the

arrangement of the requirements for the type and nature of work that has been carried out so far. regulated by the government.

- b. The government should make a work agreement format for a certain time by default, and for constraints related to supervision, it is best if each employee is given the authority to take direct action against violations that occur. In particular, companies that have not implemented provincial minimum wages or city minimum wages by the company PT Company Nusantara (Perinus), so that the supervisory function can have a deterrent effect on employers who violate the rights and obligations of workers.

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