

RESEARCH ARTICLE

# JURIDICAL ANALYSIS OF EMPLOYMENT RELATIONSHIP (EMPLOYEES-EMPLOYERS) IN THE AQUACULTURE SECTOR

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## ABSTRACT

The employment relationship (employee-employer) is often one of the relationships that often creates legal problems, be it in the aspects of payroll, employment status, or termination of employment relations. This study is to describe and analyze the work relationship and obligations of the parties at PT. Esa Putlii Prakarsa Utama, as well as to find out the factors inhibiting the implementation of work relations at PT. Esa Putlii Prakarsa Utama. The method used in this research is sociological juridical by analyzing various legal regulations as well as examining behaviors and direct relationships based on understanding the law in terms of social symptoms. This study shows that the working relationship at PT. Esa Putlii Prakarsa Utama occurs because of an indefinite work agreement (PWKT). However, the entrepreneur's actions take action against the law because he has violated Article 60 paragraph (2) of Law Number 13 of 2003 concerning Manpower where employers pay wages below the minimum wage during the probationary period of work, this is null and void by law. Then regarding the rights and obligations of the parties, in principle, the obligations of workers are rights that must be accepted by employers, and vice versa, the obligations of employers are rights that must be accepted by workers. The rights and obligations of the parties can be found in labor laws, company regulations, and collective labor agreements.

Keywords: *Work Relations*,

## INTRODUCTION

Indonesia is a country that is located between two continents and two oceans, namely the Asian continent and the Australian continent, as well as the Atlantic Ocean and the Indian Ocean. Thus, because Indonesia is located between the two oceans, Indonesia automatically also has a deep sea and a sea between islands which is commonly called the strait. Indonesia, which is in a position that is flanked by two oceans, also causes the oceans or waters in Indonesia to have various abundant natural resources, one of which is very abundant fish and various types (Supriyadi & Alimudin, 2011).

In addition, fish farming is also related to production, where one of the work units is processing. This is regulated in Article 3 of the Regulation of the Minister of Marine Affairs and Fisheries Number Per. 12 / MEN / 2007 which states that the business in the field of fish cultivation is carried out in the fisheries business which includes preproduction, production, processing, and marketing (Supriyadi & Alimudin, 2011: 138).

For employers, losing a worker or laborer is not a problem because there are still thousands of workers looking for work. Based on Article 1 number 15 of Law Number 13 of 2003 concerning Manpower, the working relationship between employers and workers and is made based on a work agreement which has elements of work, wages and orders that are different from the meaning of a work agreement (Pratomo & Saputra, 2012; Panjawa & Soebagyo, 2014; Chalid & Yusuf, 2014; Wihastuti & Rahmatullah, 2018).

In Article 1601 (a) of the Civil Code, it is stated that an agreement with one party, the worker, binds himself to be under the orders of the other party, the employer, for a certain period of time does work for a fee (Asyhadie, 2015).

Some previous research emphasized and highlighted that the freedom to contract, which is the 'spirit' and 'breath' of a contract or agreement, implicitly provides guidance that the parties are assumed to have an equal position in the contract. Thus, it is hoped that a fair and balanced contract will emerge for the parties. However, in practice there are still many found standard contract models (standard contracts) which tend to be considered one-sided, unbalanced, and unfair (Utami, 2015; Shalihah, 2017; Suyanto, 2015; Purnomo, 2014; Asuan 2019; Mahila, 2017).

PT. Esa Putlii Prakarsa Utama is a company that produces fishery products located in the Mallawa Village, Mallusetasi District, Barru Regency, South Sulawesi. PT. Esa Putlii Prakarsa Utama is an aquaculture company which until now has made a very significant contribution and provides tremendous opportunities and benefits from the production of fry and *nener*. PT. Esa Putlii Prakarsa Utama is one of the largest shrimp production centers in Indonesia.

Indonesia's ability to face global shrimp trade competition is an opportunity as well as a challenge that cultivation companies need to pay close attention to.

The Vision of the Company is a leading modern and integrated aquaculture industry company in Indonesia. Modern companies are: 1. Companies that are supported by professional employees, 2. Producing quality products, 3. Implementing the Good Corporate Governance system (Transparency, Accountability, Responsibility, Independency, and togetherness), 4. Upholding accuracy of delivery, 5. Oriented optimal profit, and 6. Technological innovation and environmental harmony.

The company has a Mission as follows; 1. Running an integrated aquaculture industry based on modern company management. 2. Prioritizing strong commercial principles with employee professionalism and continuing to innovate for profit optimization, 3. Building mutually beneficial partnerships and close coordination with plasma as a leading company in aquaculture development, and 4. Developing all employees to achieve optimal performance and to be one of the competitive advantages and the main pride of a company with high ethical standards with honesty and integrity as well as a proud character.

The author sees some interesting things to study about how the work relationship that occurs at PT. Esa Putlii Prakarsa Utama whether it is in accordance with the labor law, in this case the workers of PT. Esa Putlii Prakarsa Utama as a permanent worker, but regarding the provision of wages lower than the applicable minimum wage. Therefore, this paper is intended to analyze how the rights and obligations of the parties at PT. Esa Putlii Prakarsa Utama. What are the rights received by workers as well as rights received by employers and what are the factors inhibiting work relations at PT. Esa Putlii Prakarsa Utama? In this case, the problem is the factors experienced by workers and employers both internally and externally.

## METHOD

The type of research used by researchers is qualitative legal research using the sociological juridical approach (Djunaidi & Fauzan, 2012). Sociological Juridical Approach is a research conducted on the real situation of society or the community environment with the aim of finding facts (fact finding), which then leads to identification (problem identification) and ultimately leads to problem solving, using descriptive qualitative research methods. Qualitative research is research that will produce descriptive data regarding spoken and written words and observed behavior of the people studied. Research focus, the basis of a focus is a problem that comes from the experience of the researcher or through knowledge that comes from the experience of the researcher. Through

experiences obtained through scientific literature or other literature. The research location was conducted at PT. Esa Putlii Prakarsa Utama, having its address at Jl. Poros Makassar-Parepare KM. 138, Jalang Village, Mallawa Village, Mallusetasi District, Barru Regency, Mallawa, Mallusetasi, Jalang Barru, South Sulawesi. Sources of data include primary and secondary data taken by interviewing techniques and literature study. The data analysis technique used is sociological legal research. This research was conducted by examining legal materials as well as identifying various regulations related to employment relationships. The analysis regarding the problems raised in this research is carried out by analyzing the problems that exist in the field, namely the work relationship between workers and employers in the fisheries sector (a study at PT. Esa Putlii Prakarsa Utama, South Sulawesi) and will then be reviewed in relation to the prevailing laws and regulations. After the data analysis is complete, the results will be presented descriptively, namely by telling and describing what it is in accordance with the problem under study. From these results, it is then drawn as a conclusion which is the answer to the problems raised in this study.

## GENERAL DESCRIPTION OF PT. ESA PUTLII PRAKARSA UTAMA

PT. ESAPRATAMA (PT. Esa Putlii Prakarsa Utama) is a company that produces fishery products located in the Jalang area, Mallawa Village, Mallusetasi District, Barru Regency, South Sulawesi. This company was founded by Mr Drs. H. Eddy Baramuli and his family where at that time he as a politician was very optimistic in observing the potential of the aquaculture sector which was quite prospective and became the prima donna, especially shrimp and milkfish as superior products of South Sulawesi.

During its development, this company continues to experience significant progress and increase in production, especially in increasing its capacity (capacity building). PT. ESAPRATAMA is a company that was the forerunner of the following companies:

- 1) In 1984 it was named PT. Ebar Jaya;
- 2) In 1986 it was named PT. Sea Angel;
- 3) In 1988 it was named PT. Ocean Pearl;
- 4) In 1998 until now it was named PT. ESAPRATAMA (PT. Esaputlii Prakarsa Utama).

PT. ESAPRATAMA (PT. Esaputlii Prakarsa Utama), is a aquaculture company which until now has provided a very significant contribution as well as providing tremendous opportunities and benefits from the quality of quality fry

and milkfish (*nener*) production in Indonesia. PT. ESAPRATAMA is one of the largest shrimps and *nener* production centers in Indonesia. Indonesia's ability to face global shrimp trade competition is an opportunity as well as a challenge that cultivation companies need to pay close attention to. With the increasing achievement of shrimp production, it is hoped that in the future Indonesia will become the largest shrimp producing country in Asia. Of course, this can be achieved through optimization and utilization of natural resources wisely and sustainably.

In the development and corporate strategy of PT. ESAPRATAMA continuously strives to increase strength in the aquaculture sector and prioritizes efficiency through innovative management systems and the use of modern technology in order to ensure the success of cultivators and provide a range of quality products. Even consistently implementing environmentally friendly farming practices throughout the operational process.

Shrimp as one of the aquaculture commodities is Indonesia's leading export. Thus, shrimp has a strategic position in supporting the national economy through foreign exchange earnings and at the same time improving welfare, cultivation companies and the community.

As a company that advances aquaculture industry companies, of course, it continues to foster cooperation with cultivators and produce superior quality products to make the company a leading marine product producer in Indonesia. The company is also has spirit to realize as a leading integrated and modern aquaculture industry company in Indonesia. Modern companies that applied by the Company as:

1. Companies supported by Professional Employees;
2. Producing quality products;
3. Implementing the Good Corporate Governance System (Transparency, Accountability, Responsibility, Independency and Togetherness);
4. Upholding Accuracy of Delivery;
5. Optimal Profit Oriented;
6. Technology Innovation and Environmental Harmony.

The Mission of the Company, are:

1. Running an integrated aquaculture industry based on modern company management;
2. Prioritizing strong commercial principles with employee professionalism and continuing to innovate for profit optimization;
3. Building mutually beneficial partnerships and close coordination with plasma as a leading company in aquaculture development;
4. Developing all employees to achieve optimal performance and become one of the competitive advantages and the main pride of the company with high ethical standards with honesty and integrity as well as a proud character.

## EMPLOYMENT RELATIONSHIP BETWEEN EMPLOYEES AND EMPLOYERS AT PT. ESA PUTLII PRAKARSA UTAMA

Lalu Husni in his book entitled "*Indonesian Employment Law (Hukum Ketenagakerjaan Indonesia)*" which is called "employment relationship is the relationship between workers and employers that occurs after the existence of a work agreement" (Husni, 2003: 39). A work agreement according to Article 1 point (14) of the Manpower Act is an agreement between a worker and an entrepreneur which contains the working conditions, rights, and obligations of the parties.

The terms or conditions of a work agreement are also contained in Article 52 paragraph (1) of Law Number 13 of 2003 concerning Manpower which states that a work agreement is made on the following basis:

- a) Both side agreement;
- b) Ability or ability to take legal actions;
- c) The agreed work does not conflict with public order, morality, and the prevailing laws and regulations

There are 2 (two) types of work agreements, namely, the type of work agreement for a certain period of time and the type of work agreement for an unspecified time. Fixed Term Work Agreement is a work agreement between a worker and an entrepreneur to establish a working relationship based on a certain time or based on a certain type of work. The definition of an unspecified time work agreement (PKWTT) is a work agreement between a worker and an entrepreneur to establish a permanent working relationship. PKWTT can be made in writing or orally and is not required to be approved by the relevant Manpower agency. In the event that PKWTT can be carried out a probation period of 3 (three) months as stipulated in article 60 of the Manpower Law.

At the time of doing research saw PT. Esa Putlii Prakarsa Utama is a company running in the aquaculture sector, where all workers are permanent workers or workers whose work agreement is an indefinite work agreement. According to Mr. Mustakim Sila as General Affair, PT. Esa Putlii Prakarsa Utama, "To become a permanent worker at PT. EsaPutlii Prakarsa Utama must go through 3 (three) stages, namely submitting a curriculum vitae (CV) or personal data and Job Application, interview test, and work trial for 3 (three) months, after all these stages pass the company issues a signed permanent employee appointment decree by workers" ([Personal Interview, November 2020](#)).

The provisional conclusion from the results of the interview with Mr. Mustakim on probation for work in accordance with Article 60 paragraph (1) of Law No. 13 of 2003 concerning Manpower and work relations were born out of an indefinite work agreement (PKWTT). Furthermore, according to Jamaludin,

"there are 2 (two) types of work agreements, namely PKWTT and PKWT. For PKWT, it must be made in writing, if it is made orally, the work agreement is changed to PKWTT. PKWTT has a probationary period of work for a maximum of 3 months and wages cannot be lower than at the minimum wage. for the 2016 minimum wage, namely Rp. 2,250,000" (Personal Interview, November 2020).

In conclusion, there are 2 (two) types of work agreements, namely PKWTT and PKWT, then regarding during the probation period workers are not allowed to receive wages lower than the minimum wage, and the minimum wage of Barru Regency in 2016 according to Mr. Jamaludin is Rp. 2,250,000. Regarding what work agreement some workers use during job training, the wages received during job training are below the minimum wage, among others.

In the same context, based on interview from Titi Lestari, she said, "I just made a job application and continued to participate in the trial work, then I signed a statement letter submitted by the company, and I also did not get a copy of the work agreement. During the probation period I also received Rp. 1,000,000" (Personal Interview, November 2020). Moreover, according to Muh. Darwis "... I also signed the statement letter just like Titi and I also didn't get a copy of the work agreement. Only I get a work determination letter that says my wage for the trial work is Rp. 1,000,000" (Personal Interview, November 2020). Another informant, Ardi said, "I submitted a job application then interviewed, after that the probation period was asked to sign the submitted statement, but I also couldn't get a copy of the work agreement, only I got a SK but mine was lost. My wages during the probationary period until now are only Rp. 1,000. 000" (Personal Interview, November 2020).

Analysis, Article 60 paragraph (2) of Law Number 13 of 2003 concerning Manpower, "During the probation period as referred to in paragraph (1). Employers are prohibited from paying wages, below the applicable minimum wage. Then see the work agreement made is a written agreement, this is due to the signing by the worker to agree on what was ordered by the company, then the type of work agreement that occurs at PT. Esa Putlii Prakarsa Utama. The agreement used is the Indefinite Time Work Agreement because of a probationary period. However, it is very clear that the company violates Article 60 paragraph (2): *"during the probation period as referred to in paragraph (1), the entrepreneur is prohibited from paying wages below the applicable minimum wage."*

The behavior of the entrepreneur/company is contrary to statutory provisions because he has paid a wage below the minimum wage during the probationary period of less than Rp. 2,250,000. so that the work agreement that is done should be null and void. However, in the criminal provisions and administrative sanctions in the Manpower Law, there is no mention of sanctions for those who violate Article 60 of the Manpower Law. This is beneficial for

employers in carrying out work agreements (Pratomo & Saputra, 2012; Panjawa & Soebagyo, 2014; Chalid & Yusuf, 2014; Wihastuti & Rahmatullah, 2018)

The conclusion regarding the work relationship that occurs above is that PT. Esa Putlii Implements an Indefinite Time Work Agreement, this is due to the existence of a probationary period for the company, but still has not implemented what is ordered by Article 60 of the Manpower Law, and the weakness of Article 60 of the Manpower Act itself is the absence of application of sanctions for those who violate them.

## RIGHTS AND OBLIGATIONS OF EMPLOYEES AND EMPLOYERS AT PT. ESA PUTLII PRAKARSA UTAMA

The obligations of the parties to an agreement are generally called performance. In terms of this achievement, Soebekti emphasized that a party who gets the rights from the agreement also receives obligations which are the goodness of the rights that are obtained, and vice versa, a party who assumes the obligations also receives rights which are considered as obligations imposed on him (Subekti, 1984). According to Soepomo's faith, the main obligation of a worker is to do work according to the entrepreneur's instructions, and to pay compensation. Apart from workers' obligations, there are workers' rights that must be obtained in the Manpower law.

Manpower Law which has the role of regulating employment relationship policies, in addition to its regulation through statutory regulations, it is also issued through the form of company regulations or collective working agreements, and work agreements. Basically, this legal provision is based on the principles of certainty, justice, benefits, balance of interests, deliberation, and equality in legal standing. These principles have values as the ideals of labor law in providing a foundation for protection and law enforcement in the field of manpower.

Rights and legal protection for workers derived from Law No.13 of 2003 concerning Manpower, including:

- a. Rights and protection of occupational safety and health;
- b. Rights and welfare protection (Jamsostek);
- c. Rights and protection of freedom of association;
- d. Covert or unilateral termination rights and protection;
- e. Wage rights and protection;
- f. Rights and protection of working time (including: overtime work);

- g. The rights and protection of the interests of worship, childbirth, menstruation, annual leave, rest between working hours, weekly rest, and other protections that are normative in nature.

Legal protection originating from company regulations / work agreements and collective working agreements (working conditions that have not been regulated or quality improvement over minimum standards of legislation), include:

- a. welfare facilities (cooperatives, clinics, housing, and family planning), canteens, recreation, sports, places of worship and child care);
- b. Periodic salaries and fixed allowances, year-end bonuses and bonuses based on merit, protection determined based on collective labor agreements or company regulations, work agreements.

In the work agreement, because it is one of the specific forms of the agreement, what Soebekti stated above also applies. This means that what is the right of the worker will become the obligation of the entrepreneur, and conversely what is the right of the entrepreneur will become the obligation of the worker. Obligations of workers at PT. Esa Putlii Prakarsa Utama is stated in the statement letter submitted by the company during the interview test. The contents of the statement letter stated in the statement letter are;

- a. We are able to work according to the working hours set by the company
- b. We will comply with the leadership of the company and all company rules and regulations;
- c. We will protect all company assets and assets;
- d. We will work efficiently and effectively according to the work plan and cost plan of the company so that the company gets maximum results;
- e. We will be honest, trustworthy and will not leak secrets / data from the company to outside parties or other unauthorized parties;
- f. If we do not carry out the above and we have been notified in writing 3 (three) times, and we are still committing violations, indiscipline and others that are against the provisions and regulations of the company, we are willing to be terminated from the company and the company is exempt from our obligations. anything to us, except the salary payable (if any) while we are working.

It can be concluded from the contents of the statement letter above the obligations of workers at PT. Esa Putlii Prakarsa Utama, namely doing work in accordance with the instructions of employers and/or complying with company rules and regulations.

## *I. Obligation to Provide and Explain the Contents of Company Regulation Draft*

Company regulations according to Article 1 point 20 of the Manpower Act, company regulations are regulations that are made in writing by an entrepreneur which contains working conditions and company rules. Then the obligation of employers to make company regulations is stated in Article 108 Number (1) "entrepreneurs who employ workers of at least 10 (ten people) are obliged to make company regulations that come into effect after being approved by the minister or appointed official.

Article 109 of the manpower law states "Company regulations are drawn up by and become the responsibility of the entrepreneur concerned. Regarding the obligation of employers to provide and explain the contents of the company regulation text, it is regulated in Article 114 of Law Number 13 of 2003 concerning Manpower.

Mr. Mustakim as General Affair explained about the company regulations, he said, "Regarding the workers' obligations to the company, it is stated in a statement letter signed by the workers and regarding company regulations a draft has been submitted, but never received a reply from the Manpower Office, occurred in the month of October 2016 PT. Esa Putlii Prakarsa Utama submitted a draft company regulation to the Manpower office, Barru district, but within 30 (thirty) days there was no reply from the Manpower office, and the company regulations had been given to workers through their respective superiors / head of leadership. respective fields of work" ([Personal Interview, November 2020](#)).

Meanwhile, according to the manpower office, Mr. Jamaludin, disagreements regarding company regulations at PT. Esa Putlii Prakarsa Utama, "PT. Esa Putlii Prakarsa Utama has never registered company regulations with us, even though we always admonish us every year to make company regulations immediately, but until now there has never been a company regulation that they have registered, We also every year provide guidance to PT. Esa Putlii Prakarsa Utama. "Ahmad Suhail said" I never got a copy of company regulations or an explanation of company regulations. "As for the results of an interview with Ahmad Imron, a worker of PT. Esa Putlii Prakarsa Utama, Larva Production section "I never got a copy of the company regulations, it's just that I work according to what is directed by my superiors." Analysis, Article 108 point (1) of the Manpower Law states that "entrepreneurs employing at least 10 (ten) workers / laborers are obliged to make company regulations which come into effect after being ratified by the minister or appointed official. Ratification of company regulations is contained in Article 112 numbers (1), (2), (3) and (4) the Manpower Act. Article 112 Number (1) states the ratification of company regulations by the Minister or the appointed official as referred to in Article 108

paragraph (1) must have been given within 30 (thirty) working days from the receipt of the company regulation manuscript. As for the criminal provisions for entrepreneurs who do not make company regulations and provide and explain the contents of the company regulation text as contained in article 188 of the labor law.

There are 2 (two) conclusions in this case, first, in this case PT. Esa Putlii Prakarsa Utama, if proven not to register company regulations nor provide and validate the contents of the company regulation text, PT. Esa Putlii Prakarsa Utama violated the criminal provisions of Article 188 of the labor law. The two manpower offices are not firm in taking a stand and have abused their authority, it is stated in the labor law that the manpower office is an official appointed as labor inspector, in this case the party who is injured is a worker because the application of legislation does not work properly.

Provisions in company regulations must not conflict with statutory provisions. This means that the provisions in company regulations must not be of low quality or quantity from the prevailing laws and regulations and if they are contradictory, then what applies are the provisions of the laws and regulations. The point is that the provisions in company regulations, compared to the Prevailing Laws, must not be detrimental to workers ([Rusli, 2011: 140](#)),

## *II. Obligation to Give Wages*

In an employment relationship, the main obligation for entrepreneurs is to pay wages to their workers in a timely manner. (Article 88 paragraph (1) of Law Number 13 Year 2003 concerning Manpower. Minimum wages, the government, in this case the governor, shall take into account the recommendations of the Provincial Wage Council and/or regents/mayors, taking into account productivity and economic growth. proper wage protection, determination of minimum wages and imposition of fines on workers who commit violations due to their deliberate or negligent actions shall be regulated by government regulations (Article 97 of the Manpower Act).

Indonesia has implemented the minimum wage standard mechanism and formulated it into workforce regulations such as in Law Number 13 of 2003 about the workforce (Article 88-92) and the regulations from Ministry of Manpower and Transmigration Number 7 of 2013. the minimum monthly payment which consists of primary wage including the permanent subsidy. As a result, the minimum wage does not include temporary subsidy such as: attendance cost, meal and transport given based on their presence. This mechanism is in effect for the workers with less than one year experience. Unfortunately, both provisions

are not socialized well to workers and employers. Consequently, some misunderstandings have occurred including the inequality of workers (Sulistiyono, 2014: 73-74).

Then the application of the minimum wage at PT. Esa Putlii Prakarsa Utama, the results of an interview with Mr. Mustakim Sila's general affair regarding his wages said "the average minimum wage here can reach 3 (three) million per month, the wage system in this company is basic salary + fixed allowance / pension which is 50 % of basic salary + non-fixed allowances (food allowance, transportation allowance, etc.) as well as intensive money per semester, intensive money is money given to workers if the worker reaches or exceeds his work target.

The results of an interview with Mr. Jamaludin, the Manpower office regarding the minimum wage, He said "the minimum wage in Barru Regency itself is Rp. 2,250,000, the formula for the minimum wage, namely salary (basic wage) plus fixed allowance" (Personal Interview, November 2020). Then interview with workers about wages, Joni who works in the fry production division said, "My monthly salary is Rp. 1,200,000, I have worked for 2 (two) years" (Personal Interview, November 2020). Harlawati Dian who works in the LAB QC division said "my monthly salary is Rp. 2,250,000, I've worked for 10 months, 3 months of training" (Personal Interview, November 2020). Furthermore, Fatimah Rahmat who is one division with Harlawati Dian said, "my salary is 2,250,000, and I've worked for 1 year" (Personal Interview, November 2020).

Muh Yusuf, a worker in the personnel division, said "my monthly salary is Rp. 2,500,000 and I have been working for 4 years". Following are the salaries of PT. Esa Putlii Prakarsa Utama unit I larvae production division in October 2016. Analysis, 3 months of training. "Fatimah Rahmat who is in the same division with Harlawati Dian said" my salary is 2,250,000, and I have worked for 1 year ". Muh Yusuf, a worker in the personnel division, said "my monthly salary is Rp. 2,500,000 and I have worked for 4 years". Following are the salaries of PT. Esa Putlii Prakarsa Utama unit I larvae production division in October 2016. Analysis, 3 months of training. "Fatimah Rahmat who is in the same division with Harlawati Dian said" my salary is 2,250,000, and I have worked for 1 year ". Muh Yusuf, a worker in the personnel division, said "my monthly salary is Rp. 2,500,000 and I have worked for 4 years". Following are the salaries of PT. Esa Putlii Prakarsa Utama unit I larvae production division in October 2016.

Table 1. List of Production Workers' Wages (in rupiah)

NO	NAMA KARYAWAN	PENDAPATAN				TOTAL	TUNJ. LAIN-LAIN		TOTAL GAJI +	POTONGAN		SISA GAJI
		GAJI	TUNJ. JABATAN	TUNJ. PRESTASI	TUNJ. KHUSUS	GAJI	DANA PENSUN	TUNJ. MAKAN	TUNJANGAN	PPH 21	UANG MAKAN	
		(RP)	(RP)	(RP)	(RP)	(RP)	(RP)	(RP)	(RP)	(Rp)	(Rp)	
1	PRODUKSI LARVA UNIT I											
1	Ir. Tuwuh	2,500,000	1,000,000	-	6,500,000	10,000,000	-	400,000	10,400,000	-	-	10,400,000
2	Abd. Rahman	2,000,000	500,000	500,000	-	3,000,000	250,000	400,000	3,650,000	-	400,000	3,250,000
3	Sabaruddin	1,750,000	-	350,000	-	2,100,000	250,000	400,000	2,750,000	-	-	2,750,000
4	Ahmad Imron, Spi	2,000,000	-	-	500,000	2,500,000	250,000	400,000	3,150,000	-	400,000	2,750,000
5	Eko Priyo Sulistio, S.Kel	1,275,000	-	325,000	-	1,600,000	250,000	400,000	2,250,000	-	-	2,250,000
6	Ir. Sukiman	2,000,000	500,000	350,000	-	2,850,000	250,000	400,000	3,500,000	-	400,000	3,100,000
7	Usran, Amd. Pi	1,250,000	-	350,000	-	1,600,000	250,000	400,000	2,250,000	-	400,000	1,850,000
8	Ismail, Amd.Pi	1,600,000	-	350,000	-	1,950,000	250,000	400,000	2,600,000	-	400,000	2,200,000
9	Mulyadi	1,000,000	-	250,000	-	1,250,000	250,000	400,000	1,900,000	-	400,000	1,500,000
10	A. Asdar	1,000,000	-	250,000	-	1,250,000	250,000	400,000	1,900,000	-	400,000	1,500,000
11	Hendra Rante	1,000,000	-	250,000	-	1,250,000	250,000	400,000	1,900,000	-	400,000	1,500,000
12	Jumaedi, Amd,Pi	1,200,000	-	300,000	-	1,500,000	250,000	400,000	2,150,000	-	400,000	1,750,000
13	Asriadi, Amd,Pi	1,200,000	-	300,000	-	1,500,000	250,000	400,000	2,150,000	-	400,000	1,750,000
14	Joni, Amd,Pi	1,200,000	-	300,000	-	1,500,000	250,000	400,000	2,150,000	-	400,000	1,750,000
15	Ibrahim , Amd,Pi	1,200,000	-	150,000	-	1,350,000	250,000	400,000	2,000,000	-	400,000	1,600,000
16	Ahmad Suhail, Amd,Pi	1,200,000	-	300,000	-	1,500,000	250,000	400,000	2,150,000	-	400,000	1,750,000
17	Jusrandi, A.Md.Pi	1,200,000	-	-	-	1,200,000	-	400,000	1,600,000	-	-	1,600,000
	JUMLAH I	24,575,000	2,000,000	4,325,000	7,000,000	37,900,000	3,750,000	6,800,000	48,450,000	-	5,200,000	43,250,000

Data from Table 1 can be analyzed that according to Article 1 point (1) Regulation of The Minister of Manpower and Transmigration Number 7 Of 2013 Concerning Minimum Wages, it is stated that the minimum wage is the lowest monthly wage consisting of the basic wage including fixed allowances which are determined by the governor as a safety net. Then the Government Regulation of the Republic of Indonesia No.78 of 2015 concerning wages article 1 point (1) states, wages are the rights of workers / laborers that are received and expressed in the form of money as compensation from employers or employers to workers and who are determined and paid. according to a work agreement, agreement, or statutory regulation, including allowances for workers and their families for a job and/or service that has been or will be performed. Article 5 paragraph (1) PP No. 78/2015 concerning wages, states that the wage as referred to in Article 4 paragraph (2) letter a consists of a wage component without allowances; basic wages and fixed allowances; basic wage, fixed allowance, and temporary allowance. Article 5 paragraph (3) PP No. 78/2015 states, in terms of the components of the basic wage, fixed allowances, and non-permanent allowances as referred to in paragraph (1) letter c, the amount of the basic wage is at least 75% (seventy five percent) of the amount of basic wage and fixed allowances. In this case the wage component applied by PT. Esa Putlii Prakarsa Utama are Basic Wages, Fixed Allowances and Variable Supports. Circular of the Minister of Manpower of the Republic of Indonesia No.

- a. Basic Wage is the basic compensation paid to employees according to the level or type of work, the amount of which is determined based on an agreement.
- b. Fixed allowance is a regular payment related to work that is regularly given to workers and their families and is paid in the same time unit as the payment of the basic wage, such as Wife's Allowance; Child Support; Housing Allowance; Death benefit; Regional allowances and others.
- c. Non-permanent allowance is a payment that is directly or indirectly related to workers, which is given irregularly to workers and their families and is paid according to a time unit which is not the same as the time of payment of the basic wage.

Furthermore, from the results of interviews and Table 1 the basic wage of PT. Esa Putlii Prakarsa Utama consists of salary, job allowance, special allowance, meal allowance pension allowance. Meanwhile, the non-permanent allowance consists of achievement allowances. The wages given by the company are set on a monthly basis. there are still many workers who receive a lower base wage than the minimum wage. In this case the entrepreneur has violated the criminal provisions of Article 185 of the Manpower Law by imprisonment for a minimum of 1 (one) year and a maximum of 4 (four) years and/or a fine of at least Rp. 100,000,000 (one hundred million rupiah) and at the most. a lot of Rp. 400,000,000 (four hundred million rupiah).

### *III. Obligation to Determine Working Time and Rest Time*

Every employer is obliged to implement the working time provisions stipulated in the Manpower Act, except for certain business sectors or occupations. Regarding the working time of the interviews the author has conducted for PT. Esa Putlii Prakarsa on November 14, 2016 regarding the working time provisions that are applied there are several differences in working hours between one worker and another. John who works in the Production Division of Benur said, "I work 12 (twelve) hours every day". Then, Harlawati Dian who works in the division said QC said "I work 3 (three) hours per day." and Fatimah Rahmat, SKM who works in the QC Laboratory division said, "I work 8 (eight) hours a day checking the quality of fry and nener". Meanwhile, Muh. Yusron Syaro in the PERSONALIA division (office staff) said, "I work 8 (eight) hours of work per day". apart from that Muh. Dervish in the larvae production division said "I work 12 (twelve) hours of work per day, fully responsible for the production of fry in feeding, checking water, cleaning tubs and carrying out superior orders". Regarding working hours at PT. Esa Putlii Prakarsa Utama, Mr. Mustakim as General Affair said, "Basically the company PT. Esa Putlii Prakarsa Utama has its

own set of working hours because each division has different responsibilities. but still adhering to the Manpower Act, namely 8 hours of work per day and for overtime the company does not stipulate overtime provisions, but the company still appreciates the performance of its employees by providing incentive money per semester. "Then the interview about the right to get a day off / leave, the results of an interview with a worker named Joni on November 14, 2016, he said. "... We get 12 days annual leave."

Another worker also said the same thing about leave, Harlawati Dian said, "workers here each get an annual leave of 12 days." Employers are required to provide annual rest to workers on a regular basis. The right to rest is important in order to eliminate worker boredom in doing work. Annual leave of 12 working days. In addition, workers are also entitled to long leave for 2 (two) months after working continuously for 6 years at a company (Article 79 paragraph (2) of Law Number 13 of 2003 concerning Manpower. The obligation to implement the provisions of working hours.

- a. 7 (seven) hours in 1 (one) day and 40 (forty) hours in 1 (one) week for 6 (six) working days in 1 (one) week or;
- b. 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week.

The author's analysis, according to Article 77 paragraph (3) of Law Number 13 Year 2003 concerning Manpower, states that "the working time provisions as referred to in paragraph (2) do not apply to certain business sectors or occupations. PT. Esa Putlii Prakarsa Utama is a company engaged in the aquaculture business sector, especially fish and *nener*. Then Article 77 paragraph (4) provisions regarding working hours in certain business sectors or jobs as referred to in paragraph (3) shall be regulated by a ministerial decree. In this case the working time should be used is Article 3 of the Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia PER.11 / MN / VII / 2010 concerning Working and Resting Time in the Fishery Sector in certain Operational Areas, namely;

- a. Companies in the fisheries sector, including supporting service companies that carry out activities in certain areas of operation, can select and determine one and / or several working hours according to the company's operational needs as follows: a. Work period of 3 (three) consecutive weeks, provided that after the worker has worked for 2 (two) consecutive weeks, 1 (one) day of rest and 4 (four) rest days after the worker has completed the work period; b. Work period of 4 (four) consecutive weeks of work, provided that after the worker has worked for 2 (two) consecutive weeks, 1 (one) day of rest and 5 (five) days of rest after the worker has completed the work period.

- b. In the event that the company implements the work period as referred to in paragraph (1) letter a and letter b, the working time is no longer than 12 (twelve) hours a day excluding rest time for 1 (one) hour.
- c. (2) Companies that use the working hours as referred to in paragraph (2) are obliged to pay overtime wages after 7 (seven) working hours with the following calculations:
  - a. Normal working days: 1) for the first hour of overtime, the wages must be paid 1 1/2 (one and a half) times the hour's wages; 2) for each subsequent hour of overtime, 2 (two) times the hour's wages must be paid.
  - B. Legal holidays: 1) for every hour within the limit of 7 (seven) hours, at least 2 (two) times the wages of an hour; 2) for the first working hour, the remaining 7 (seven) hours must be paid 3 (three) times the wages per hour; 3) for the second working hour after 7 (seven) hours and so on, the pay is 4 (four) times the wages per hour.

This is because fish farming is also related to production, where one of the work units is processing. This is regulated in Article 3 of the Regulation of the Minister of Marine Affairs and Fisheries Number Per. 12 / MEN / 2007 which states that the business in the field of fish cultivation is carried out in the fisheries business which includes preproduction, production, processing and marketing. The conclusion regarding working time and rest time is PT. Esa Putlii Prakarsa Utama has not implemented Working Hours in accordance with the Ministerial Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia PER.11/MN/VII/2010 concerning Working and Resting Hours in the Fishery Sector in certain Operational Areas.

#### *IV. Obligation to Provide Welfare Facilities*

According to Malayu SP Hasibuan welfare is a complete remuneration (material and non-material provided by the company based on policy). The goal is to maintain and improve the physical and mental condition of employees so that productivity increases (Hasibuan, 2003: 183).

An interview with Ahmad Imron regarding welfare facilities revealed that "we are here to get mess facilities, food allowances, transport fees, table tennis and a swimming pool for sports facilities, BPJS Employment, BPJS Health and many others." Then Ir. Tuwuh, as the representative for the General Manager regarding welfare facilities, said that "workers get welfare facilities in the form of economics in the form of pension money, food allowances, transport fees, BPJS Ketenagakerjaan and BPJS Kesehatan for workers' families, holiday allowances, bonuses and so on. For facilities in the form of places of worship, canteen, swimming pool, tennis table and others."

Article 99-101 of Law No.13 of 2003 concerning Manpower regulates Welfare Article 99 paragraphs (1) and (2):

- 1) Every worker and / or laborer and his family have the right to obtain workforce social security;
- 2) Manpower social security as referred to in paragraph (1) shall be implemented in accordance with the prevailing laws and regulations.

Regarding workforce social security, every worker and worker's family obtains a BPJS Ketenagakerjaan card for workers and BPJS Health for workers who already have a family. The principles contained in the BPJS are contained in Article 2 of Law of the Republic of Indonesia Number 24 of 2011 concerning Social Security Administering Bodies, namely humanity, benefits, and justice for all Indonesian people. Regarding the scope of the BPJS, there are BPJS Kesehatan and BPJS Ketenagakerjaan. The insurance program provided by the BPJS is listed in Article 6 paragraphs (1) and (2), BPJS Kesehatan Organizes a health insurance program and BPJS Ketenagakerjaan organizes Work Accident Security, Old Age Security, Pension Security and Death Security Programs.

It is highlighted that the work welfare facilities in PT. Esaputlii Prakarsa Utama has paid attention to the needs of workers in accordance with Article 100 Paragraph 2 of Law Number 13 Year 2003 concerning Manpower. PT. Esa Putlii Prakarsa Utama has provided facilities in the form of a sports venue, BPJS, residence (Mess), transport and food allowance, canteen and so on.

## V. *Obligation to Create a Bipartite Institution*

Industrial relations disputes are differences of opinion that result in conflicts between employers or a combination of employers and workers or labor unions, due to disputes over rights, interests, termination of employment, and disputes between trade unions in only one company. In this case, companies employing 50 (fifty) workers or more are required to establish a bipartite cooperation institution ([Article 106 of the Manpower Act](#)).

The existence of Bipartite Institution is regulated in Law Number 13 of 2003 regarding the workforce and decision from the Ministry of Manpower and Transmigration Number Kep.255 / Men / 2003 about the Mechanism to Form and Structure of Membership of Bipartite Cooperation Institution. In Article 1 point 18, Law Number 13 of 2003 is explained the definition of bipartite cooperation institution as the communication and consultation forum regarding industrial relationship in a particular company whose membership consists of the employer and registered workers / labors under the responsible institution. Furthered in Article 106 Clause (1) of Law Number 13 of 2003, every company

employing more than fifty workers / labors is required to establish a bipartite cooperation institution (Sulistiyono, 2014: 75).

At the time the author was doing the research, PT. Esa Putlii Prakarsa Utama Employs more than 50 (fifty) workers / or laborers based on the data on the number of workers previously obtained. PT. Esa Putlii Prakarsa Utama, in this case, does not yet have a Bipartite Cooperation Institution and there is no labor union in the company. Tuwuh said: "This company does not have a bipartite institution, and its workers do not even join a trade union, because there are rare unions from aquaculture. "

Conclusion by interviewing Mr. Ir. Tuwuh, the company does not have a labor union and a bipartite cooperation institution. Jamaludin SE, the Manpower Office, said "PT. Esa Putlii Prakarsa Utama does not have a bipartite cooperation institution, regarding the provision of sanctions for you as a law student, you will definitely know what you should be. Every company that employs 50 (fifty) workers and / or laborers or more is obliged to form a bipartite cooperation institution. When interviewing the workers that the author mentioned earlier, they cannot convey what makes them uncomfortable working. and Article 160 paragraph (1) and paragraph (2) of this Law and its implementing regulations. " The Manpower office should have given administrative sanctions to PT. Esa Putlii Prakarsa Utama but the Manpower office here is only silent. The administrative sanctions mentioned in Article 190 paragraph (2) are in the form of;

- a. Warning;
- b. Written warning;
- c. business restrictions;
- d. freezing of business activities;
- e. Cancellation of approval;
- f. Cancellation of registration;
- g. Temporary cessation of part or all of the means of production;
- h. Revocation of license.

## INHIBITING FACTORS FOR EMPLOYMENT RELATIONS AT PT. ESA PUTLII PRAKARSA UTAMA

From the description of the work relationship and the rights and obligations of the parties above, as for the obstacles that impose work relations at PT. Esa Putlii Prakarsa Utama. Results of interviews with workers and deputy general manager of PT. Esa Putlii Prakarsa Utama; Ahmad Imron said, "the obstacle of the work relationship between workers and employers, the unavailability of facilities to discuss existing problems regarding employment." Harlawati Dian said a different opinion "until now there have been no obstacles regarding the work

relationship." interviews with the workers above there are no facilities to express opinions, so the problems that occur depend on each individual worker. Tuwuh said the inhibiting factor of work relations "the inhibiting factor of work relations is because the working hours in this company, in the aquaculture sector, especially fry and *nener*, cannot be equated with the working hours of workers in textile factories or with others. Because we need to pay attention to the quality of fry and *nener* on a regular basis, and we must take full responsibility for the job description of each employee."

From the interview with Ir. Tuwuh, the deputy general manager, it can be concluded that the working hours of aquaculture cannot be equated with work in general, a large burden of responsibility in pre-production, production, enlargement and marketing of fry and *nener* is in the hands of the workers. interview with Jamaludin, The manpower office said the solution to barriers to working relations between workers and employers. "There are 2 (two) solutions regarding the inhibiting factors of working relations between workers and employers, first the application of the Manpower law comprehensively, namely implementing what is stated in Law Number 13 of 2003 concerning Manpower. And the availability of facilities and infrastructure, namely the company performs its obligations to workers in accordance with the company's capabilities PT. Esa Putlii Prakarsa Utama, namely regarding facilities for expressing workers' opinions.

According to Jamaludin, the Manpower office of the new district, the factors inhibiting work relations are caused by 2 (two) factors, namely:

1. Internal factors:
  - a. The relationship between workers and workers
  - b. relationships between workers and entrepreneurs
  - c. minimum wages
  - d. facilities and infrastructure
  - e. medical facility
2. External Factors: Weather, Natural Disasters, and Company Location
  - a. the inhibiting factor of work relations among workers, in this case workers are influenced by their social environment, where the nature of the workers cannot work professionally, meaning that workers cannot carry out what is ordered by;
  - b. companies or entrepreneurs. The inhibiting factor of the work relationship between workers and employers, in this case sometimes workers and employers are not able to understand each other;
  - c. minimal wages, in this case workers who have heavier job descriptions get lower wages than others, sometimes even workers complain that the wages earned are lower than the applicable minimum wage;

- d. facilities and infrastructure, means of expressing opinions are not available, in this case a discussion forum regarding disputes over rights and interests;
- e. Health facilities, the company does not provide health facilities within the company.

The solutions provided by Mr. Jamaludin, the Manpower Office of the new district, were;

1. Comprehensive application of manpower law, namely workers and employers exercising their rights and obligations in accordance with the prevailing laws and regulations;
2. The availability of facilities and infrastructure, namely the company / entrepreneur providing the facilities needed by workers, and workers and employers using the facilities provided by the government, or they can consult with the Manpower office.

## CONCLUSION

PT. Esa Putlii Prakarsa Utama in carrying out a work relationship using an unspecified type of work agreement, in the case of an unspecified time work agreement the company holds a probation period for 3 months and the wage cannot be lower than the applicable minimum wage (Article 90 paragraph (1) Labor Law). According to the manpower office, the minimum wage for Barru Regency is Rp. 2,250,000. In this case PT. Esa Putlii Prakarsa Utama has not implemented the applicable minimum wage in Barru Regency, South Sulawesi. Rights and obligations of the parties at PT. Esa Putlii Prakarsa Utama, basically the obligations of workers are the rights of employers. Likewise, the employer's obligation is the right of the worker. However, PT. Esa Putlii Prakarsa Utama has not fulfilled the obligations as stipulated in the Manpower Law, including still paying wages lower than the minimum wage, not carrying out the obligation to provide and explain company regulations to workers, not implementing working time in accordance with the RI Minister of Manpower and Transmigration NO. 11 / MN / VII / 2010 regarding work and rest time in the fisheries sector, and has not yet created a bipartite cooperation institution. Inhibiting factors for work relations at PT. Esa Putlii Prakarsa Utama, there are 2 (two) factors; internal factors and external factors. The internal factor is that it occurs because of disputes between workers and employers. In addition, workers are still not law literate, causing bad intentions by employers. Meanwhile, external factors are weather conditions, natural disasters and company location. In terms of weather factors, especially changes in unstable water temperature play an important role in the development of "fry" and "nener", in this case workers must reach the target according to the wishes of the employer/company.

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