

THE LEGAL POWER OF THE AUTHENTICITY OF BIPARTITE JOINT AGREEMENT BETWEEN PT PLATINUM CERAMICS INDUSTRY SURABAYA AND WORKERS

RIAWANTO¹, ISNIN HARIANTI², MAYZA H ROHMAH¹

¹Universitas Maarif Hasyim Latif Sidoarjo

²Universitas Airlangga Surabaya
ocrared@gmail.com

Abstract

The aim of research is To know the executory power attached to an Act (written proof) and Conducting a legal analysis of a BIPARTITE PB registered with PHI, so that it can be executed appropriately if there is an act of default. The method used is normative juridical law research, which essentially examines laws that are conceptualized as norms or rules that apply in society. The result showed that Notaries play a role in carrying out some of the authority or duties of the state in the civil domain, and are referred to as general officials who are authorized to make AO which is a manifestation of the wilsvorming of the parties, made before a notary or by a notary.

Keywords: Bipartite, Legal power, Joint Agreement

INTRODUCTION

Industrial relations dispute is an alliance relationship that has a dispute problem, between the employer and the worker. Where this has been regulated since a long time ago, namely since the enactment of the Civil Code of the Third Book on Engagement, in Chapter VII A on the Work Agreement, and regulated in articles 1601 to 1617(Syahrul Machmud, 2012).

The rules of the relationship were brought by Dutch jurists to Indonesia, until Indonesia became independent and until now, some civil code rules that although no longer a positive law of the country, but some of the articles contained in these rules are still an important foundation in the making of labor laws to date.

Before Law No. 2 of 2004 on The Resolution of Industrial Relations Disputes (hereinafter will be written with the PPHI Law) appeared as an answer to the process of resolving industrial relations disputes that previously still used the basis of Law No. 22 of 1957 on The Resolution of Industrial Relations Disputes and Law No. 12 of 1964 concerning Termination of Employment in Private Companies. The new law cuts the length of time for settlement and interference of P4D and P4P regional officials and to return all industrial relations disputes to judges in the Industrial Relations Court (hereinafter referred to as PHI) who are more authorized to make a binding legal decision(Remen et al., 2018).

It is also regulated in it that if there is a Joint Agreement (hereinafter will be written as a PB) agreed by employers and workers in the bipartite sphere, then the PB must be registered with PHI to obtain a Proof of Registration Deed and in order to have binding legal force in the form of execution if in the future there is a default of one of the parties to the dispute. But if the bipartite fails, then the parties must register their dispute to the competent employment agency in their area, and attach evidence that the bipartite negotiation efforts have been deadlocked (Agatha Jumiati, 2011; Arifin et al., 2020; Gaffar et al., 2021).

Due to the specific nature of the law of industrial relations dispute events, where the settlement of industrial relations disputes must be taken first through non-litigation means, namely Bipartit in the Company and Tripartite in the City / Regency Labor Office, or through litigation, namely through a trial on PHI. Apabilla mechanism of settlement of litigation is done without going through a non-litigation mechanism, then the judge has the right to reject the lawsuit submitted, as stated in Law No. 2 of 2004, article 83 paragraph (1) which reads that "The filing of a lawsuit that is not attached to the minutes of settlement through mediation or conciliation, then the judge of the Industrial Relations Court shall return the lawsuit to the defendant (Maryono & Azhar, 2018; Maswandi, 2017; Mulya Karsona et al., 2020; Santoso, 2019).

The PB as an employee power must meet the methods of civil law in order to have strong sentencing power before the Judge. Because if this is ruled out, then the PB can be considered by the judge only as preliminary evidence of an agreement at that time. The Judge cannot regard the PB as a proof of the same power as the Authentic Deed (hereinafter referred to as AO) which has the highest legal power and cannot be denied the truth by the Judge, if the opposing party does not present another proof..

METHOD

This type of research uses a normative juridical law research, which essentially examines the law that is conceptualized as a norm or rule that applies in society, and becomes a reference for everyone's behavior. And through a case approach that can be done by conducting a review of cases related to the issues faced that have become court decisions that have had permanent legal force. The main object of study in the case approach is the ratio decidendi or reasoning, namely the consideration of the court to arrive at a verdict (Laszlo & Riley, 2020; Lücke, 1989; Urrea, 2016).

Data sources in this legal research are obtained from secondary and tertiary data sources. Secondary data sources, namely data obtained from literature or literature that has to do with the object of research, while tertiary sources are clues and explanations related to secondary data. Secondary data is obtained by conducting a review of data derived from the law, namely legislation, legal documents, legal reports, and legal records and those derived from legal science, namely legal teachings or doctrines, legal theory, legal opinions, legal reviews. Tertiary data is obtained by finding a definition or understanding of something in an official legal dictionary or recognized its validity.

Data analysis used qualitative analysis, which analyzes data sourced from legal materials based on concepts, theories, laws and regulations, doctrines, legal principles, expert opinions or the views of researchers themselves.

RESULTS AND DISCUSSION

In the case of what happened in PT. PCI began at the end of 2016, where at that time all workers' representatives in all companies will be busy preparing themselves to prepare the concept of wage negotiation applications, in order to welcome wage increases in January 2017, not least with workers' representatives in the PT environment. PCI.

In order to carry out the spirit of workers' organizations, namely in order to improve the welfare of workers and their families (article 1 number 17 of the Labor Law), the workers' representative of PT. PCI tried to start offering a different wage concept to wage increases in previous years that only use wage increase formulas based on working life and work assessment, so at the end of 2016, workers' representatives used the method "Wage Structure and Scale" (hereinafter referred to as SSU) to be submitted to employers, in the hope that it could be implemented in an accountable manner, Fairness and can have a good impact on workers and companies. The concept of SSU is guided by the Decree of the Minister of Manpower and Transmigration No. 49 of 2004 on the Provisions of Wage Structure and Scale (hereinafter referred to as Kepmenaker SSU), because the agreement occurred before the issuance of the Minister of Labor and Transmigration Regulation No. 1 of 2017 on Wage Structure and Scale; and Regional Regulation No. 8 of 2016 on The Implementation of Employment article 48.

Disputes that occur in this case are included in the realm of disputes of interest, in accordance with the provisions of Article 1 paragraph (3) of the PPHI Law which reads: "Disputes of interest are disputes that arise in the working relationship due to the absence of conformity of opinions regarding the making, and or changes to the terms of work stipulated in the employment agreement, or company regulations, or collective labor agreements." Where the dispute regards the provisions and provision of receipts and wage scales for 2017 and beyond, whether effectively or fixedly refers to the old wage formula. Which when judged from the principle of effectiveness, SSU will greatly save energy, costs, time and thoughts for both parties in wage negotiations every year in the future.

This dispute process took quite a long time, with details of the first and second bipartite negotiations with the NT annex, up to the application for execution to PHI at the Surabaya District Court.

The PPHI Law has required that every industrial relations dispute must be pursued in advance through a non-litigation mechanism in the form of bipartite negotiations and mediation at the tripartite level, even judges at the litigation level are obliged to return the request for a party's lawsuit that is not through the mediation or conciliation mechanism first [article 83 paragraph (1) of the PPHI Law]

In the two PB above have fulfilled the stages that have been instructed by article 3 and article 7 of the PPHI Law, where back in essence a PB is the initial way of agreement if there is an industrial dispute, be it a dispute of rights, disputes of interest, disputes of layoffs due to different interpretations related to the Law or Collective Labor Agreement (PKB)(Aruan, 2020; Nuryawan, 2020; Pamungkas, 2018).

After the above bipartit PB is registered with PHI who is in the local District Court to obtain a deed of proof of PB registration, then the PB already has executable (executory) power or an agreement that if there is one party who defaults, then the party who feels aggrieved can request the execution directly to the court without first waiting for a court ruling that has permanent legal force (*inkracht van gewijsde*)(Aulia et al., 2017; Gunadi, 2021).

In the example of the case that occurred in PT PCI is also the same, because the company does not also meet the results of bipartite agreements set forth in the PB, then by the deputy of the PB worker is carried out "Application for Execution Determination" to PHI which is in the Surabaya City District Court, because it should be suspected that the company has committed a default deed against the agreement contained in the PB made by both parties between the employer and the worker's representative.

Regarding the power of judges in carrying out executions has been regulated in articles 195 - 224 HIR, where it also regulates the forced vaporization of executions, yaikni hostages of execution, other efforts in the form of resistance (*verzet*) and AO which has the reason for execution that is equated with the verdict, namely the deed of grosse confession of debt with the head "For the Sake of Justice Based on the Supreme Divinity"(Arifin, 2019; Gede et al., 2020; S.H, 2017).

CONCLUSION

The application for the determination of the execution is directly handled by the Surabaya District Court, through the Chairman of the District Court as a function of the authority *formil ex officio* (because of the position he has) to directly lead and order the execution in accordance with article 197 paragraph (1) of the HIR, especially the execution of the NT, namely: First, the Chairman of the District Court can order and lead the course of an execution by providing a "letter of determination" (*beschikking*), the implementation of the auction, including all processes and procedures required in the auction procedure until the act of emptying and handing over goods auctioned to the auction buyer or up to the actual delivery and mastery of the execution of goods executed at real execution; Second, who was ordered to carry out the execution was the Clerk or Clerk of the District Court.

The Chairman of the Surabaya District Court said that his request to the NT who had requested the determination of his execution was only Declaratoir (which only states the law or confirms a state of law solely), so it cannot be carried out to a further stage.

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