Dispute Resolution of Apprentices' Rights through Non-Litigation Channel

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Abstract


Kata kunci : Perjanjian, Magang, Pemagangan, Sengketa.

ABSTRACT

Basically the implementation of apprenticeship programs to achieve levels of quality and work competence in certain fields as part of the scope of work training system in order to master skills in certain fields. In mastering the material, apprentices are positioned in part-time jobs through work agreements for a certain time, and not the main work that is generally done by permanent employees at the company. In this thesis do a case study at PT. Yhi Shen Industrial, to analyze the problem regarding whether the apprenticeship agreement that has been made has been fulfilled by PT. Yhi Shen Industrial and how to resolve non-litigation disputes. This research method uses a normative-juridical type of research, this thesis uses the theory of legal certainty and legal protection with a case study approach and primary legal materials used the 1945 Constitution of the Republic of Indonesia, the Civil Code, the Law Number 13 of 2003 concerning Manpower, Regulation of the Minister of Manpower Number 6 of 2020 concerning the Implementation of Domestic Apprenticeships and interviews. The results of this study indicate that the implementation of the apprenticeship program at PT. Yhi Shen Industrial found facts in the field that the apprenticeship agreement at PT. Yhi Sen Industrial has not been fully fulfilled. This is because there are still deviations from legal provisions carried out by apprentice organizers

Keywords : Agreement, Internship, Apprenticeship, Dispute.

A Pendahuluan

Juridically, apprenticeship means part of the training system organized in an integrated manner at the training institution by working directly under the direction and supervision of an instructor or worker/laborer who is more experienced, on production process and/or company services. Article 1 number 11 of the Law Number 13 of 2013.¹ Apprenticeship is a part of training system organized in an integrated manner at the training institution by working directly under the direction and supervision of an instructor or competent worker in the

¹ Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan
production process and/or services in company in order to master specific abilities or expertise.\textsuperscript{2} Apprenticeship, work practice, or internship is a training program, where the opportunity is provided by the company/industry to the individuals in a particular field of work. It doesn’t always have to be fresh graduates, who has experience can also tried as apprentices. However, the individual has not yet become a full part of a company. When viewed from the article 5 paragraph (5) Permenaker (Minister of Manpower Regulation) 6 Year 2020, explained that the duration of internship program, apparently may not be more than one year.\textsuperscript{3}

In the provisions of Permenaker (Minister of Manpower Regulation) 6 Year 2020 if it exceeds the duration, apprentices will be lost in time. They become unable to have the opportunity to get more definite work status. Other than that, the company that employs apprentices more than one year will face sanctions from the appropriate agencies. Other than duration of work, time or working hours also needs to be known for both parties. Where the working hours for apprentices follow the company’s working hours. Thus, working hours between the apprentices and the regular employee are the same. However, for overtime affairs, or the other activities, apprentices are not allowed to follow those activities. Internship, included in the Labor Law No. 13 Year 2003 in Article 21 to Article 29 which discusses about internship system. The nature of Employment Law is to protect workers from the arbitrary actions of the employres.\textsuperscript{4}

Other than the work duration and the working period of apprentices there are also rights and obligations of apprentices that must be fulfilled by the company. As for, the rights and obligations are stated in Article 15 Paragraphs (1) and (2) and Article 16 Paragraphs (1) and (2) of the Permenakertrans (Regulation of The Minister of Labor And Transmigration) Number PER/22/MEN/IX/2009. In an employment agreement there are several parties involved, that are laborers/workers, entrepreneurs/employers, labor/workers’ organizations, employers’ organizations, and governments.\textsuperscript{5}

A promise is a statement stated by a person (promisor) against other parties (the promise) to demand that the parties who make the promise fulfill the promise. In Article 1320 of the Civil Code (KUH Per) the conditions of a valid agreement are their agreements that bind them, their capacity to create an agreement, a specific subject matter, and a non-prohibited cause.\textsuperscript{6} That definition give abstraction that in a promise, at least there are five main elements, the party who promised (promisor) is the party who conveys a promise to another party, the promised party (promise) is the party who accept the promise from the party who

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\textsuperscript{2} Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Dalam Negeri, Pasal 1 Ayat (1).

\textsuperscript{3} Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Dalam Negeri, Pasal 5 Ayat (5)


\textsuperscript{5} Ibid., page. 73.

\textsuperscript{6} Kitab Undang-Undang Hukum Perdata tentang Perikatan, Pasal 1320.
promised (the person receiving the promise), the statement (declaration) which is an express statement made by the party promising that he/she will perform an act, certain actions (specific act) is a thing or action which promised by the promisor, the rights to demand fulfillment of a promise (the right to expect performance) is the rights of the party who receive the promise to demand the promisor to implement or fulfill the promise he/she said.\footnote{M. Natsir Asnawi, “Aspek Hukum Janji Prakontrak Dalam Pranata Hukum Kontrak Indonesia”, Jurnal Hukum & Pembangunan 49 No. 3 2019, page. 502.}

The implementation of internships refers to Minister of Manpower Regulation Number 6 of 2020. Based on both of the above laws, to get protection, apprentices and the company must sign the apprenticeship letter of agreement, which is authorized by the Department of Manpower Office in the local area. From that apprenticeship letter of agreement, the Department Manpower Office will conduct surveillance to ensure the implementation of rights and obligations in the internship program.\footnote{Fasta Umbara Azied, “Sistem magang berdasarkan undang-undang nomor 13 Tahun 2003 tentang Ketenagakerjaan” Skripsi (Untuk Memperoleh Gelar Sarjana pada Fakultas Hukum Universitas Islam Negeri Syarif Hidayatullah Jakarta),20 Juli 2022, page. 4.}

In this case, the main debate is still very difficult to draw a line of conclusion between what is fair and what is exploratory, because this is very subjective, and without any appropriate legal supervision of company behavior towards apprentices, the longer it goes on, the more arbitrary it becomes. Labor Law can serve as one of the preventions of slavery, bondage, as well as forced or bonded labor, also give protection to labor equal legal standing and balanced with no discrimination, protection from job loss, as well as a decent economic life for the benefit of society.\footnote{Whimbo Pitoyo, Panduan Praktis Hukum Ketenagakerjaan, Jakarta: Visi Media, 2020, page. 4.}

Dispute of settlement of industrial relation that happened in industrial world are indeed very diverse. Dispute settlement of industrial relation based on Law Number 2 Year 2004 on Industrial Relation Settlement is through bipartite, tripartite (two stages of industrial relations dispute resolution) industrial relations mediation, industrial relations conciliation, and industrial relations arbitration then to the Industrial Relations Court (PHI (Pengadilan Hubungan Industrial)), when the non-litigation legal remedy (except arbitrate) was not achieved. Has been attached decisions whose verdicts were rejected were Decisions Numbers 88/Pdt.SusPhi/2021/PN.Bdg,
In accordance with the above problems, aside from the debate that the researchers have described, referring to the background regarding the incompatibility of the internship implementation with the internship agreement. Various problems that can be used as a foothold in writing this paper are the implementation of an internship program at PT Yi Shen Industrial with Hary Fergiawan as an intern, which in the apprenticeship process there are several agreements that are not kept, the apprenticeship letter is signed at Yayasan Sahabat Selamat Indonesia.

In the problems that have been described by the author in the background, the identification that arises in the problems that the author describes is an internship agreement that is not suitable or not fulfilled by the company. How is legal protection for apprentices whose internship implementation is more like the implementation of ordinary workers, and how can it be resolved? For this reason, justice is needed for apprentices who experience exploitation and supervision of companies that organize apprenticeship activities, one of which is the author's example at PT Yi Shen Industrial. How is the legal protection and optimization of dispute resolution of the rights of apprentices in the agreement that is not fulfilled by PT. Yi Sen Industrial?

C. Discussion
Dispute resolution can be done through two processes. The oldest dispute resolution process is litigation in court, and then the dispute resolution process develops through out-of-court cooperation. The litigation process produces adversarial agreements that are not able to embrace common interests, tend to cause new problems, are slow to resolve, require high costs, are not responsive, and cause hostility between the parties to the dispute. On the other hand, the out-of-court process produces a win-win solution, guarantees the confidentiality of the parties' dispute, avoids delays caused by procedural and administrative matters, resolves problems comprehensively in cooperation, and maintains good relations. The only advantage of this non-litigation process is its confidentiality, because the trial process and even the results of its decisions are not published. This out-


B. Research Method
The research method used in this research is the Normative Qualitative Research method with a Case approach, which is carried out by examining library materials that include laws and regulations in the field of labor law as primary legal material in preparing a conceptual framework. Normative refers to studies of written legal rules only, because the so-called positive law is the law made by the authorities. A case approach with normative juridical type is an approach based on primary legal materials by examining theories, concepts, legal principles, and laws and regulations related to this research. Qualitative research tends to analyze its data inductively. Qualitative research is presented descriptively.
of-court dispute resolution is commonly referred to as alternative Dispute Resolution.

In this case because there is a close reciprocal relationship between theory and the activities of collection, processing, analysis, and construction. The theories used to discuss the problems in this case are:

Legal Protection Theory: in English, legal protection is referred to as legal protection, while in Dutch it is known as Rechts Bescherming. Legal protection is the protection of human rights that are harmed by others, where the protection is given to the community in order to enjoy the rights and protection provided by law. Grammatically, legal protection has elements, namely protective actions, protected parties, and ways of protecting. So it can be concluded that protection has meaning as an act of protection or protective action by certain parties for certain parties and using certain methods.

In legal certainty theory, certainty means provision or determination. Legal certainty itself can be interpreted as the enactment of laws firmly in the midst of society. This is in accordance with the opinion of several legal experts, including Sudikmo Mertokusumo, who states that legal certainty is a justifiable protection against arbitrary actions, which means a person will be able to obtain something that is expected in certain circumstances. An agreement as a legal figure contains legal certainty. This certainty is revealed by the binding force of the agreement, namely as a law for those who make it Pacta Sunt Survanda.

Optimization according to the Big Indonesian Dictionary (KBBI) is the highest, best, perfect, most profitable. Optimizing means making perfect, making the highest, making the maximum, Optimization means optimization. There are three elements of optimization problems that must be identified, namely objectives, alternative decisions, and limited resources, including the following:

1. Objectives can take the form of maximization or minimization. The maximization form is used if the optimization objective relates to profit, revenue, and the like. The minimization form will be chosen if the optimization goal is related to cost, time, distance, and the like. Goal setting should take account what is being minimized or maximized.

2. Alternatives for making a Decision is faced with several options for achieving a specific goal. The alternative decisions available are, of course, alternatives that use the

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limited resources owned by the decision maker. Alternative decisions are actions or activities taken to achieve a goal.

3. Resource-constrained resources are the sacrifices that must be made to achieve a specific goal. The availability of these resources is limited. This involvement is what necessitates the optimization process. 17

While dispute is defined as something that causes differences, opinions, quarrels, or arguments, it can be said that conflict is a situation where two or more parties have differing interest, while dispute is a feeling of dissatisfaction in one party who feels disadvantaged by the other party by bringing the issue to the surface to find a solution. A dispute can develop from a conflict that has reached a certain escalation or peak. 18 The provisions governing how the plaintiff files a lawsuit against the defendant in district court, how the judge hears the case up to the issuance of the verdict and the implementation of the verdict are known as civil procedural law. 19

Rights are the ability to act autonomously, whereas laws are externally imposed constraints. 20 The goal of rights is for people to treat one another as self-chosen beings. 21 In short, rights are not just a collation of externally imposed obligations, but also reflect an individual’s capacity for purposeful autonomous action. 22 Some academics agree that some fundamental rights exist independently of international laws and treaties. 23 An apprentice is typically a young person who is still has high spirit and enthusiasm for a field of work. Apprenticeship is a learning process in which a person learns and masters a skill without or with the assistance of a person already skilled in the occupation. Non-conformity is the non-fulfillment of requirements related to a predetermined goal. 24

With the making of an agreement/contract, if any party fails to carry out what was promised or violates the agreement in the sense of harming the opposing party. 25 An Apprenticeship Agreement is a written agreement between an Apprentice and a company. 26 The Internship Program agreement letter

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21 Ibid, hlm. 209
22 Ibid. page. 110
23 Muhammad Ashri, Hak Asasi Manusia, Makasar: CV Sosial Politic Genius, 2018, page. 5.
26 Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Dalam Negeri, Pasal 1 Ayat (7).
Agreement) is made and agreed upon between the apprentice and the company, hereinafter referred to as “Company” in this agreement. Settlement through Non-Litigation means settlement outside the court or through alternative dispute resolution institutions, in addition to arbitration, there are several forms of non-litigation dispute resolution such as consultation, negotiation, mediation, conciliation, or expert assessment.

The term agreement (perjanjian) is derived from the word promise (janji), which means words that express the ability to do something or a statement made by two parties to undertake or be ready to do something. According to Agus Sardjono, who uses the term “contract”, it is a binding agreement between two or more people to do or not do something. An engagement is a legal relationship between two parties that allows one party to demand something from the other. In the event that the agreement is made in writing, it can be used as evidence in a case that is being examined by a Judge during a Court Trial. Against the words “from the law” as a result of the people’s actions can be found again its sub-regulation in Article 1353 of the Civil Code (KUHPer). The achievement of giving something is accomplished through the delivery of an item or the enjoyment of an item. If the goods are not maintained or cannot be redelivered as promised, compensation is required because the goods have become dependent since the obligation was born.

There are five principles of engagement, namely freedom of contract, consensus, pacta sunt servanda (legal certainty), good faith, and personality. According to Article 1338 of the Civil Code (KUHPer), the parties involved have the freedom to make or not make an agreement, enter into an agreement with anyone, determine the contents of the agreement, implementation, requirements, and the form of the agreement, which can be written or oral.

The agreement establishes that both parties to the agreement must have free will to bind themselves, and that will must be expressed, either expressly or tacitly. It is said that there is fraud if one party intentionally provides information that is false or misleading, accompanied by fraud, in order to persuade the other party to agree to an agreement.

Capability means capable or able, capability means ability. A person can be

[31] Ibid, page 36.
[33] Ibid, page 36.
said to be capable or able of making an agreement if, according to the law, he is allowed or permitted to make an agreement because has reached adulthood, is not insane, or has lost his memory. Meanwhile, children who are not yet mature, people who have been placed under forgiveness, women who have married in matters determined by law, and all people who are prohibited by law and in general all people who are prohibited by law from making certain agreements.\(^{37}\)

A certain thing as for what is meant as a certain thing in an agreement is the content of the achievement that is the object of the agreement. Where the object must be stated clearly, determined, and agreed upon by the parties. The law does not prohibit the parties from promising something that will only exist later as the main content of the agreement, as long as it meets the procedures for performing the performance.\(^{38}\)

A legitimate reason Article 1337 of the Civil Code states that a cause is prohibited if it is prohibited or contrary to three things, namely the Law, decency, or public order. The four conditions previously mentioned conditions can be categorized into two category, namely as subjective conditions and objective conditions. It is called a subjective condition because the condition concerns the parties or the subject of the agreement, which is included in this category is the requirement for agreement and capability. Meanwhile, objective requirements are related to the agreement or the object of the legal action related to the agreement, namely the requirements for a certain thing and a lawful cause.\(^{39}\)

**Rights of Apprentices**

Both apprentices and apprenticeship organizers are bound by the apprenticeship agreement letter and applicable apprenticeship regulations. In the Minister of Manpower and Transmigration of the Republic of Indonesia (RI) No. Per.22/Men/IX/2009, the rights and obligations of apprentices and apprenticeship organizers. During their apprenticeship, apprentices have the right to occupational safety and health services. Obtain protection in the form of work accident and death insurance, as well as an apprenticeship certificate, if declared a graduate.\(^{40}\)

**Obligations of Apprentices**

The obligations of apprentices are to obey the apprenticeship agreement, complete the apprenticeship program, follow the rules of the apprenticeship organizing company, and maintain the apprenticeship organizing company’s good name.\(^{41}\)

**Rights of Apprenticeship Organizers**

Companies that offer apprenticeship programs have the same rights as apprentices, the rights of apprenticeship organizers are to obtain apprentice work

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37 Kitab Undang-Undang Hukum Perdata tentang Syarat-syarat Terjadinya Suatu Persetujuan yang Sah, Pasal 1330.
41 Ibid.
and enforce apprenticeship rules and agreement.\textsuperscript{42}

**Obligations of Apprenticeship Organizers**

Aside from rights, apprenticeship organizing companies have obligations to guide apprentices in accordance with the apprenticeship program, fulfill the apprentice rights in accordance with the apprenticeship agreement, provide personal protective equipment in accordance with Occupational Safety and Health (K3) requirements, provide participants with protection in the form of work accident insurance to participants, and provide pocket money and/or transportation money to participants, evaluate apprentices and provide apprenticeship certificates for participant who have passed. According to the author’s explanations, apprenticeship is a component of vocational training. Apprenticeship can be done domestically and abroad.\textsuperscript{43}

**Limited Liability Company**

A limited liability company, also known as a company, is a legal entity that is a capital alliance, established based on an agreement, conducting business activities with authorized capital which is entirely divided into shares that meet the requirements set forth in this Law and its implementing regulations.\textsuperscript{44} According to popular belief, the term “company” or “corporation” is derived from Latin *corpus*, which means “body (badan), body (tubuh), body (raga). That word evolved into corporation or company, which was born and formed through a legal process.\textsuperscript{45}

Apprenticeship is a learning process in which a person learns and masters a skill without or with the assistance of someone who is already skilled in the job.\textsuperscript{46} Apprenticeship is defined in the Ministerial Regulation as a part of the vocational training system that is organized in an integrated manner between training at training institutions and working directly under the guidance and supervision of instructions or more experienced workers in the production process of goods and/or services in businesses to master skills and expertise.\textsuperscript{47}

As defined in Article 1 point 11 of the Manpower Law, apprenticeship is a part of a job training system that is organized in an integrated manner between training at training institutions and working directly under the guidance and supervision of instructors or more experienced workers/laborers, in the process of producing goods and/or services in companies, in order to master certain skills or expertise. According to the provisions of Article 10 paragraph (1) of Permenaker (Minister of Manpower Regulation) No. 6 of 2020, the implementation of apprenticeship is carried out on the

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\textsuperscript{42} Ibid, page 30.
\textsuperscript{43} Ibid, page 30.
\textsuperscript{44} Pasal 1 Angka 1 Tahun 2007 tentang Undang-Undang Perseroan Terbatas.
\textsuperscript{45} M. Yahya Harahap, Hukum Perseroan Terbatas, Jakarta: Sinar Grafika, 2016, page 53.
\textsuperscript{46} Anwar Prabu Mangkunegara, Sumber Daya Manusia Perusahaan, Cetakan Kedua Belas, Bandung: Remaja Rosdakarya, page 77.
basis of an Apprenticeship Agreement, whereas according to Article 10 paragraph (2) of Permenaker No. 6 of 2020, the Apprenticeship Agreement must contain:

a. Rights and obligations of apprenticeship participants,
b. Rights and obligations of apprenticeship organizers,
c. Apprenticeship program,
d. Period of apprenticeship,
e. Amount of allowance.

The implementation of an apprenticeship activity cannot take place without a written agreement between the apprentice and the company as stipulated in Article 22 paragraph (1) of the Manpower Law, thus in apprenticeship, an agreement must be made before the apprenticeship activity takes place, and the agreement must be made in writing.

According to Imam Soepomo, this type of technical protection is related to efforts to protect workers from hazards that can arise from working activities, particularly the use of work tools, and is also known as occupational safety protection and the fourth is to obtain an apprenticeship certificate if it is passed. 49 Domestic Apprenticeship participant are job seekers or workers whose skills will be enhanced. 50 As a result, if these young people are properly guided, the apprentice workforce can contribute or be involved thereby increasing a company’s productivity. As a result, apprentices have a clear job desk or job.

When considering the various types of industrial relations disputes, it is possible to conclude that industrial relations disputes are essentially civil disputes of a special nature because they relate to the binding relationship between employers, workers/laborers, and trade unions/labor unions and concern the implementation of a job related to the production of goods or services. 52 Rights disputes are disagreements over the rights stipulated in Company Regulations (PP (Peraturan Perusahaan)) and Collective Labor Agreements (PKB (Perjanjian Kerja Bersama)). The final dispute is one between labor unions, which is a disagreement between labor unions in a company about membership and the implementation of labor union rights and obligations. 53 The settlement is

48 Jurnal Sains Sosio Humaniora, Perlindungan Peserta Magang Dalam Praktik Unpaid Internship Diinjau Dari Peraturan Ketenagakerjaan Di Indonesia, Volume 6, Nomor 1, Juni 2022, page. 129.
49 Jurnal Kertha Semaya, Perlindungan Hukum Terhadap Hak Tenaga Kerja Magang (Trainee) di Hotel Kelas Bintang Lima, Vol. 8 No. 4 Tahun 2020, page. 614--615.
53 Adjat Daradjat Kartawijaya, Hubungan Industrial, Bandung: Alfabetra, 2018, hlm. 172--173
expected to result in a Joint Agreement (PB (Persetujuan Bersama)), but if no agreement is reached, the mediator will issue a product known as a written recommendation. If the recommendation is not accepted by one or both parties, then the parties and file a settlement with the Industrial Relations Court.\textsuperscript{54} The decision of the Industrial Relations Dispute Settlement (PPHI (Putusan Penyelesaian Perselisihan Hubungan Industrial)) can be appealed to the Supreme Court by the parties.\textsuperscript{55}

Every person has the right to security and protection from threats to do or commit acts that are contrary to human rights.\textsuperscript{56} The principle of recognition and protection of human rights, as well as receiving the main place and is referred to as the future goal of the rule of law.\textsuperscript{57} According to article 29 of the Manpower Law N0. 13 of 2003. The third protection effort is the existence of more detailed rules regarding the rights and obligations of the parties, for the rights of apprentices, it is detailed that apprentices have the right to pocket money and transportation, accident, health, and death insurance with premium paid by the company, receive occupational safety and health facilities, take competency exams, competency recognition and apprenticeship completion certificate, as stated in Article 13 of the Minister of Manpower Regulation Number 6 of 2020 Concerning the Implementation of Domestic Apprenticeships.\textsuperscript{58}

\textbf{Settlement through Non-Litigation Case Study of PT. Yhi Sen (Yhi Sen LLC)}

In the case presented in this thesis, as material or supporting data for the work, the author conducts an interview with one of the interns who experienced a mismatch due to several internship agreements that were not in accordance with the contents of the agreement. Based on Article 27 paragraph (2) of the 1945 Constitution of Republic of Indonesia, these provisions can be interpreted to provide guarantees to every citizen to obtain work and a decent livelihood.\textsuperscript{59} The apprenticeship agreement made by Harry as an apprentice with his company followed the directions stated in the appendix of the Minister of Manpower Regulation No. 6 of 2020 concerning the Implementation of Domestic Internships because it contains rights and obligations. According to Civil Code Article 1320, the agreement made by the company and Harry meets the requirements for a valid agreement, as seen in this article, the internship agreement made by the company and Harry has met the requirements. The internship agreement signed by Harry was for a period of 6 months and during the implementation of the internship, Harry stated that he encountered several differences between the contents of the agreement and the implementation of the internship he had taken. Apprentices’ rights are

\textsuperscript{54} Ibid., page. 175.
\textsuperscript{55} Ibid., page. 177.
\textsuperscript{56} Fasta Umbara, Loc. Cit., page. 33.
\textsuperscript{57} Fasta Umbara, Loc. Cit., page. 35-36.
\textsuperscript{58} Adjat Daradjat Kartawijaya, Op. Cit., page. 220—221.
\textsuperscript{59} Undang-Undang Dasar Negara Republik Indonesia Tahun 1945, Pasal 27 Ayat (2)
outlined in Minister of Manpower Regulation No. 6 of 2020 Concerning the Domestic Apprenticeship Article 18 paragraph (2) of the apprenticeship implementation, which states:

“In terms of working time in companies using a shift system, night shift are only permitted if the following conditions are met:

a. Apprenticeship participants must be at least 18 (eighteen) years old;

b. Provide shuttle transportation;

c. Provide food in accordance with the specified nutritional standards; and

d. In accordance with the type of competency required.”

While the company does not fulfill apprenticeship point (b), Harry during the night shift does not receive shuttle services, and Harry during the night drives his own private vehicle, it is very interesting to pay attention to how much the percentage of work accidents that occur after a worker gets a night shift.

In the interview, Harry stated in the interview that the foundation is responsible for agreements that are not fulfilled by the company, as a third party that will conduct deliberations. The apprenticeship agreement was signed by Harry at the foundation explained the agreement so that if Harry encountered a discrepancy in the implementation of his apprenticeship, the foundation could assist and take action so that the discrepancy could be corrected by the company. Given the apprenticeship network outlined in Minister of Manpower Regulation No. 6 of 2020, Article 19 paragraphs (1) and (2) which read:

1. To improve the smooth implementation of Apprenticeship, an Apprenticeship network will be established.

2. The Apprenticeship Network as referred to in paragraph (1), is a communication forum or container comprised of elements from companies, governments, associations, Job Training Institutions (LPK), and other stakeholders to facilitate apprenticeship implementation.

The result of the deliberations conducted resulted in results for Harry’s salary and guarantee, the salary payment written in the agreement has been paid as it should be on the date written in the agreement, namely on the 5th, and the company has registered with social security.

**Dispute Resolution of Rights Apprentices in the Agreement that PT Yhi Sen Industrial does not Fulfill**

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60 Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pelaksanaan Pemagangan Di Dalam Negeri, Pasal 18 ayat (2)

61 Peraturan Menteri Ketenakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Di Dalam Negeri, Penjelasan Pasal 19 Ayat (1) dan (2).
Despite the fact that they are only apprentices, they are obligated to receive their rights in accordance with applicable laws and regulations because they have contributed their time and energy to work for the company. In an interview with one of PT Yhi Sen Indonesia’s apprentices named Harry, the author learned that Harry did an apprenticeship at PT Yhi Sen through the Sahabat Selamat Indonesia foundation with an interview process and in his apprenticeship agreement for 6 months starting from September 6, 2022 to February 5, 2023, Harry occupied the position of operator and ran the grinding machine. If Harry is asked to work overtime, he is paid Rp 120,000,- per shift. If Harry is absent on that day, he will not be paid. The apprenticeship is carried out in two shifts, morning and night, and the provisions in the apprenticeship agreement are explained by the foundation, by signing an apprenticeship agreement letter in which there are several agreements which are also contained in the Minister of Manpower Regulation No. 6 of 2020 in the attachment to the apprenticeship letter, which contains the rights and obligations of apprenticeship organizers and apprentices. Harry said that the foundation is responsible for agreements that are not fulfilled by the company, as a third-party conducting deliberation. The apprenticeship agreement was signed by Harry at the foundation, and the agreement was explained by the foundation, so that if Harry encountered problems with the implementation of his apprenticeship, the foundation could assist and take action to inform the company, so that the problems could be corrected by the company. The outcomes of the deliberations between the foundation and the company found a bright spot with the emphasis on Harry’s salary and social security. Given the apprenticeship network described in Article 19 paragraphs (1) and (2) of the Minister of Manpower Regulation. Harry stated that the foundation is responsible for agreements that are not fulfilled by the company, as a third party conducting deliberation.

When it comes to Harry’s salary, he frequently encounters a discrepancy in the accuracy of the date of salary payment, which can exceed the date explained by the foundation. The apprenticeship agreement also states that apprentices are covered by social security, but Harry never received proof that he was covered by social security from the company, and he has yet to receive physical proof. In Permenaker (Minister of Manpower Regulation) No. 6 of 2020, it is explained in the appendix regarding the apprenticeship agreement letter, which contains the rights and obligations of apprenticeship organizers and apprentices. Harry said that the foundation is responsible for agreements that are not fulfilled by the company, as a third-party conducting deliberation. The apprenticeship agreement was signed by Harry at the foundation, and the agreement was explained by the foundation, so that if Harry encountered problems with the implementation of his apprenticeship, the foundation could assist and take action to inform the company, so that the problems could be corrected by the company. The outcomes of the deliberations between the foundation and the company found a bright spot with the emphasis on Harry’s salary and social security. Given the apprenticeship network described in Article 19 paragraphs (1) and (2) of the Minister of Manpower Regulation.

Harry stated that the foundation is responsible for agreements that are not fulfilled by the company, as a third party conducting deliberation.

Apprenticeship mentors are training personnel who are supervisors or competent workers and are appointed.
by the apprenticeship organizer to guide apprentices in the company.\footnote{Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Di Dalam Negeri, Penjelasan Pasal 1 Ayat (8).} The emphasis on the implementation of apprenticeship programs can be clearly seen in point (b) of the apprenticeship agreement that apprentices are provided with the fulfillment of their rights in accordance with the apprenticeship agreement. At this point, Harry claims that the company has not fulfilled an agreement, the existence of an agreement serves to protect and be carried out in accordance with the principle of good faith, as stated in Article 1338 paragraph (3) of the Civil Code, which states that “Agreement must be carried out in good faith”.\footnote{Salim H.S, Hukum Kontrak Teori dan Teknik Penyusunan Kontrak, Jakarta: Sinar Grafika, 2010, page 10.}

This stated in Article 87 of Manpower Law No. 13 of 2003.\footnote{Abdurrozzaq Hasibuan, et al., Teknik Keselamatan dan Kesehatan Kerja, Indonesia: Yayasan Kita Menulis, 2020, page 3} Article 14, which regulates the obligations of apprentices, is one of the responsibilities, roles, and responsibilities of apprentices to carry out tasks that are their responsibility, study technical matters in their work unit in order to understand technical competencies in accordance with their scope of work, receive constructive feedback, make reports, and present findings of problems as well as problem solving or improvement if any.\footnote{Yusril Helmi Setyawan & Aip Suprapto Munari, Panduan Lengkap Membangun Sistem Monitoring Kinerja Mahasiswa Inter Web dan Global Positioning System, Bandung: Kreatif Industri Nusantara, 2020, page 6.}

In the settlement of Litigation and Non-Litigation cases, there are several points of agreement that are not fulfilled and those are fulfilled by the company, such as Harry’s cases as an apprentice at PT Yhi Sen, which was resolved by Non-Litigation:

Not covered by the social security system, salary is not paid on the agreed-upon date, and shifts are not provided.

Which PT Yhi Sen fulfills by first obtaining guidance from apprenticeship supervisors or instructors; second, obtaining guidance from apprenticeship supervisors or instructors; and third, obtaining apprenticeship certificates or certificates of participation in apprenticeships.

In the case of Harry at PT Yhi Sen, which was resolved through non-litigation, the author attached decisions that have the same case, namely agreements that are not fulfilled by the company. In the case of PT Yhi Sen, Harry as an intern, solved his problem by notifying the foundation about the agreement not being fulfilled, with the foundation conveying to PT Yhi Sen its good faith in improving the implementation of the apprenticeship with the agreement made. In the decision that is made by the author which the apprentices get shifts and pocket money, but the implementation of the apprenticeship is not carried out in accordance with the
contents of the agreement, thus violating the provisions of Minister of Manpower Regulation No. 6 of 2020.

D. Closing

Given the rampant deviations by companies in the fulfillment of apprentices’ rights in the implementation of apprenticeships, there is an urgent need for the existence and implementation of more intensive supervision of apprenticeship implementation. In this case, the government should make greater use of apprenticeship networks or concentrate on the use of labor unions as a form of monitoring mechanism. This is very likely to happen if it is accompanied by a strengthening of apprenticeship regulations in Indonesia, such as through Ministerial Decrees as the implementer of Minister Regulations or Regional Regulations. The addition of provisions regarding legal consequences or sanctions for apprenticeship organizers who violate apprenticeship regulations is expected to raise awareness among companies about the importance of providing pocket money as a form of right fulfillment for apprentices, thereby creating a strong legal framework for apprentices in defending their rights.

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