



Dispute Resolution of Internship Participants' Rights Through Non-Litigation

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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. Ybi Shen Industrial, to analyze the problem regarding whether the apprenticeship agreement that has been made has been fulfilled by PT. Ybi 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. Ybi Shen Industrial found facts in the field that the apprenticeship agreement at PT. Ybi 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. Introduction

Juridically, internship means a part of the training system organized in an integrated training system by working directly under the guidance and supervision of an instructor or more experienced worker/workers, in the production process of goods and/or services undertaken. Section 1 number 11 of Act No. 13 of 2013.¹ Training is part of a work training system that is organized in an integrated way between training in a training institution and working directly under the guidance and supervision of an instructor or worker who is competent in the production process of goods and/or services in a company in order to master certain skills or expertise.² An internship is a training program, in which the opportunity is given to a company/industry, to an individual in a particular field of employment. It doesn't always have to be a freshgrad, even an experienced employee can try as an internship employee. However, the individual has not yet become a full part of a company. If seen in article 5 paragraph (5) Permenaker 6 Year 2020, explains that the duration of the internship program, turns out should not exceed one year.³

Under Permenaker's 2020 6 provisions, if the duration is exceeded, the internship employee will lose time. They're becoming unable to get a better job status. In addition, companies that employ their interns for more than a year will be subject to sanctions from the relevant authorities. In addition to the duration of work, the hours or hours of work also need to be known to both parties. Where the working hours of the employee are interns, follow the hours of work on the company. So, working hours between interns and ordinary employees, the same. However, for overseas business, or other activities, interns are not allowed to participate in such activities. Internships, entered into the Employment Act No. 13 of 2003

¹ Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan

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

³ Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Dalam Negeri, Pasal 5 Ayat (5).



in Section 21 up to Section 29 which deals with the exchange system. The essence of the Employment Law is to protect workers from arbitrary action by the employer.⁴

In addition to the duration of work and the period of work of the trainee employee there are also the rights and obligations of the internship employee which must be fulfilled by the company. In an Employment Agreement there are several parties involved, namely workers, employers, workers' organisations, entrepreneurs' organizations, and governments.⁵

A promise is a statement made by a promoter against another party whose nature is binding, to commit a specific act and to give the other party the right to demand that the promised party fulfil its promise. In article 1320 of the Code of Civil Law, the conditions for a valid agreement are the agreement of those who bind themselves, the capacity to form an alliance, the substance of a particular issue and a non-prohibited cause.⁶

There are five main elements in a promise: the promiser, the promisee, the person receiving the promise, the declaration, the specific act, the right to expect performance.⁷

The implementation of the internship programme refers to the Employment Minister's Regulation No. 6 of 2020. Under both of the above laws, to obtain protection, interns and companies must sign an exchange agreement certified by the Employment Service in the local district. From the agreement, the Employment Service will oversee the implementation of rights and obligations in the program.⁸

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⁴ R Joni Bambang, *Hukum Ketenagakerjaan*, Bandung: Pustaka Setia, 2013, hlm. 67.

⁵ *Ibid.*, hlm. 73.

⁶ Kitab Undang-Undang Hukum Perdata tentang Perikatan, Pasal 1320.

⁷ M. Natsir Asnawi, "*Aspek Hukum Janji Prakontrak Dalam Pranata Hukum Kontrak Indonesia*", Jurnal Hukum & Pembangunan 49 No. 3 2019, hlm. 502.

⁸ 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, hlm. 4.



in the implementation or interpretation of the provisions of laws, labour agreements, company regulations, or joint employment agreements.⁹

In this case which is the main debate is still very difficult to draw a line of conclusion between which is fair and which is exploitative reason, it is very subjective and without proper legal supervision the

behaviour of the company towards the internship participants will be more and more arbitrary. Employment law can serve as a prevention against slavery, slavery and forced or forced labour, as well as protecting the labour force from equal and equal legal status without discrimination, protection against loss of employment, and a decent economic life for the well-being of society.¹⁰

The settlement of industrial relations disputes in the industrial world is very varied. The process of settling industrial relations under Law No. 2 of 2004 on Industrial Relations Settlement is through bipartite, tripartite mediation of industrial relations, reconciliation and industrial relations arbitration then to the Industrial Relation Court (PHI), when the legal effort of non-litigation (except arbitrations) is not achieved. Decision No. 88/Pdt.Sus-Phi/2021/PN.Bdg, Decision no. 154/Pt.

In accordance with the above issue, despite the debate that the researchers have shown, referring to the background on the inconsistency of internship enforcement with an internships agreement. The various issues that can be used as a policy in the writing of this work are the implementation of an internship program at PT. Yi Shen Industrial with Hary Fergiawan as an intern, who in the process of the distribution there are several agreements that are not observed, the letter of distribution is signed at the Foundation of Happy Friends of Indonesia.

In the problem that has been exposed by the author in the background, the identification that appears on the problem the author exposes is an inappropriate internship agreement or is not enforced by the company. How the legal protection for interns whose implementation of the internship is more to the execution of ordinary workers and the method of its completion. This requires justice to the interns who are being exploited, and supervision of the company that organizes internships, as one of the authors mentioned in PT. Yi Shen

⁹ Pengadilan Negeri Bandung, Putusan No. 88/Pdt.Sus-PHI/2021/PN.Bdg. antara PT. Hitachi melawan Rizal Setiawan, Agus Ari Wibowo, Bangun Wijaya.

¹⁰ Whimbo Pitoyo, *Panduan Praktis Hukum Ketenagakerjaan*, Jakarta: Visi Media, 2020, hlm. 4.

Industrial. How is the legal protection and optimization of dispute settlement of the rights of interns in an unfulfilled agreement with PT. Yhi Sen Industrial?

B. Research Method

The research method used in this research is the method of Qualitative Normative Research with a Case Approach carried out by studying library material that covers legislative regulations in the field of employment law as primary legal material in the formulation of conceptual framework. Normative refers to the study of written rules of law only, because the so-called positive law is the law made by the ruler. The case approach with the type of normative juris is the approach carried out on the basis of the main legal material by examining the theories, concepts, the foundations of the law as well as the regulation of the laws related to this research. Qualitative research tends to analyze their data inductively.

C. Results and Discussion

Dispute settlement can be carried out through two processes. The oldest process is through litigation processes in court, then develops the process of settlement of disputes through cooperation outside the court. The litigation process results in an adversarial agreement that is not yet able to embrace the common interest, tends to create new problems, is slow in resolving them, requires costly, non-responsive, and generates hostility between the parties to a dispute. Instead, through an out-of-court process, it produces a win-win solution, guarantees the confidentiality of the disputes of the parties, avoids delays caused by procedural and administrative matters, resolves issues comprehensively in common, and in good relations. The only advantage of this non-litigation process is its nature of secrecy, since the trial process and even its outcome are not published. This out-of-court dispute resolution is generally referred to as Alternative Dispute Resolution.

In this case, because of the close interaction between theory and the activities of collection, processing, analysis, and construction. As for the theory used to discuss the problem in this case:¹¹

The theory of legal protection, in English the protection of law is referred to as legal protection while in Dutch the word known as Rechts bescherming, legal protection is a

¹¹ L. Moeleng, *metode penelitian kualitatif*, Bandung: PT. Remaja Rosdakarya, 2002, hlm. 34—35.



guideline against human rights infringed by others in which such protection is given to the public in order to enjoy the rights and protection provided by the law.¹² In grammar, legal protection has elements such as protective action, the parties protected and the means of protection. Thus it can be concluded that protection has the meaning of a protective action or protection action from certain parties to certain parties and using certain means.¹³

The theory of legal certainty, certainness has the meaning of a provision or provision.¹⁴ The certainty of the law itself can be understood as the rule of law firmly in the midst of society. It is in accordance with the opinion of some jurists, among them Sudikmo Mertokusumo who stated that the certainty of the law is a justifiable protection against arbitrary action, which justifies that one will be able to obtain something expected in certain circumstances.¹⁵ A treaty as a legal figure contains legal certainty. This certainty is revealed by the binding power of the treaty, that is, as the Law for who makes it a *Pacta Sunt Servanda*.¹⁶

Optimization according to the Great Dictionary of Indonesian Language (KBBI) is the highest, the best, perfect, best, most profitable. Optimize means make perfect, make highest, make maximum, optimize means optimization. There are three elements of optimization problem that need to be identified, namely objectives, alternative decisions, and limited resources, as follows:

1. Objectives can be maximized or minimized. The form of maximization is used if the objective of optimization relates to profit, revenue, and the like. Targeting should pay attention to what minimizes or maximizes.
2. Decision-making alternatives are faced with several options for achieving a set goal. Available alternative decisions are of course alternatives that use the limited resources that the decision-maker has. Alternative decisions are activities or activities carried out to a goal.
3. A limited resource is a sacrifice to be made to a set goal. Availability of this resource is limited. This involvement requires an optimization process.¹⁷

¹² Satjipto Rahardjo, *Ilmu Hukum*, Bandung : PT. Citra Aditya Bakti, 2000, hlm. 54.

¹³ Fasta Umbara Azied, *Op. Cit.* hlm. 32.

¹⁴ Nyoman Gede Remaja, "Makna Hukum dan Kepastian Hukum," *Kertha Widya*, Th.2/No. 1 / 2014. hlm. 1.

¹⁵ Margono, *Asas Keadilan Kemanfaatan dan Kepastian Hukum Dalam Putusan Hakim*, Jakarta : Sinar Grafika, 2019, hlm. 113.

¹⁶ Sri Wahyuni, *et al.*, *Hukum Perikatan*, Depok: Rajawali Pers, 2021, hlm. 24.

¹⁷ Gede Agus Jaya Negara, *et. al*, *Transformasi Media Pembelajaran Sebagai Upaya Optimalisasi Perkuliahan*, Bali: Yayasan Mertajati Widya Mandala, 2021, hlm. 22—23.



While a dispute is defined as something that causes differences, opinions, quarrels, disputes, so it can be said that a conflict is a situation in which two or more parties are faced with differences of interest, while a disputes are feelings of dissatisfaction in one party that feels prejudiced by the other party by raising such a superficial issue to seek its solution. A conflict can emerge from a conflict that has reached a certain escalation or peak.¹⁸ The provisions governing the way in which the plaintiff submits a complaint to the defendant in the state court, how the judge tries the case up to the passing of the judgment and the enforcement of the verdict are known as the law of civil proceedings.¹⁹

The right is the ability to act autonomously, whereas the law is a boundary set from the outside²⁰. The purpose of the right is for people to treat their neighbors as being of their own choice.²¹ In short, the right is not only a coleration of externally determined obligations but also a reflection of the ability of an individual to carry out purposefully autonomous actions. Some experts agree that the existence of some fundamental rights is independent of international law and treaties. An intern is a person whose majority are young people who still have a high spirit and enthusiasm for a field of work. A learning process in which a person acquires and masters a skill without and or with the guidance of someone who is already skilled in the job. Incompatibility is the non-fulfillment of a condition relating to a specified purpose.²² Some experts agree that the existence of some basic rights is independent of international law and agreements.²³ The majority of interns are young people who still have high enthusiasm and enthusiasm for a field of work. Apprenticeship is a learning process in which a person acquires and masters a skill without or with the guidance of someone who is already skilled in that job. Non-conformity is the failure to fulfill requirements related to predetermined objectives.²⁴

By making an agreement, if there is a party that does not fulfil what has been promised or has broken the agreement in the sense to the detriment of the opponent.²⁵ A Distribution Agreement is an agreement between a Distribution participant and the Company that is made

¹⁸ Desriza Ratman, *Mediasi Non Litigasi Terhadap Sengketa Medik Dengan Konsep Win-Win Solution*, Jakarta: PT. Elex Media Komputindo, 2012, hlm. 4.

¹⁹ Rahman Amin, *Pengantar Hukum Indonesia*, Yogyakarta: CV Budi Utama, 2019, hlm. 226.

²⁰ Ian Shapiro, *Evolusi Haj Dalam Teoru Liberal*, Jakarta: PT Bumi Grafika Jaya, 2006, hlm. 105

²¹ *Ibid*, hlm. 209

²² *Ibid*. hlm. 110

²³ Muhammad Ashri, *Hak Asasi Manusia*, Makasar: CV Sosial Politic Genius, 2018, hlm. 5.

²⁴ Feby Cindy Milenia, et. al., "Perindungan Peserta Magang Dalam Praktik Unpaid Internship Ditinjau Dari Peraturan Ketenagakerjaan Di Indonesia", *Jurnal Sains Sosio Humaniora*, Th.6/ No. 1 / 2022. hlm. 129.

²⁵ Agus Sugiarto & Lina Sinarta, *Aneka Surat Perjanjian*, Jakarta: PT Prestasi Pustaka, 2012, hlm. 3



in writing.²⁶ The Internship Agreement is made and approved between the interns and the company, hereinafter referred to as the “Company”. Non-Litigation settlement is the out-of-court settlement or the use of alternative dispute settlement agencies, in addition to arbitration there are some forms of non-litigation dispute resolution including consultation, negotiation, mediation, conciliation, or expert judgment.²⁷

A covenant is derived from the basic word promise that is a word that indicates the ability to do something, or a statement of the two parties to agree to the act of willingness to do anything²⁸. According to Agus Sardjono who uses the term "contract" is an agreement between two or more people who are bound to do something or not do something.²⁹

An alliance is a legal relationship between two parties on the basis of which one party has the right to claim something right from the other party.³⁰ If an agreement is made in writing, it may be used as a means of proof in a case being examined by a judge at the court hearing.³¹

Against the word "from the law" as a result of a man's deeds can be found again the subordination that is provided in article 1353 of the Book of the Law of the Covenant. (KUHPer).³² If the goods are not treated or can not be returned as promised, it will be reimbursed because it has become a liability since the union was born.³³

The foundations of the alliance are known to be five: freedom of contract, consensusism, *pacta sunt servada*, good faith, and personality.³⁴ According to article 1338 of the Code of Commercial Law (CUHPer), the parties involved in it have the freedom to make or not make agreements, enter into agreements with anyone, determine the content of the agreement, implementation, conditions and determine the form of agreements whether written or oral.³⁵

The agreement stipulates that both parties to the agreement must have a free will to bind themselves from that will must be expressed, either explicitly or tacitly. It is a lie when one

²⁶ Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Dalam Negeri, Pasal 1 Ayat (7).

²⁷ *Penyelesaian sengketa Non-Litigasi melalui proses Mediasi*, <https://www.djkn.kemenkue.go.id>, diakses 8 Februari 2023.

²⁸ Peter Salim & Yenny Salim, *Kamus Besar Bahasa Indonesia Kontemporer*, Jakarta Modern English Press, 2002, hlm. 601.

²⁹ Subekti, *Hukum Perjanjian*, Jakarta: Intermedia, 1987, hlm. 1.

³⁰ Sri Wahyuni, *et.al*, *Op. Cit.*, hlm. 35.

³¹ *Ibid*, hlm. 36.

³² *Ibid*, hlm. 37.

³³ *Ibid*, hlm. 36.

³⁴ H. Salim, *Perancangan Kontrak & memorandum of Understanding*, Jakarta: Sinar Grafika, 2011, hlm. 1.

³⁵ Ike Farida, *Op. Cit.*, hlm. 29.



party deliberately gives false or misleading statements, accompanied by fraud, so that the other party is compelled to agree to an agreement.³⁶

Talking skill means being able, talkiness means being capable. A person can be called a fool or capable of making an alliance which means that according to the law the person is allowed or permitted to make a alliance because he has reached adulthood, is not crazy, or has lost memory. As for those who belong to the non-speaking category, that is, the under-mature child, the person placed under forgiveness, the woman who has married in matters prescribed by the Law and in general everyone who is forbidden by the law to make certain agreements.³⁷ One particular thing that is meant as a particular thing in an agreement is the content of the performance which is the object of the agreement. Where the object must be specified and defined clearly and agreed upon by the parties. The law does not forbid the parties to promise something new that will exist in later days as the content of the agreement, as long as it meets the standards of performance.³⁸

A valid reason is that the Code of Civil Law regulates it in article 1337 which states that a reason is said to be forbidden when it is prohibited or contrary to three things, namely, the Law, corruption, or public order. The four conditions mentioned above, can be categorized into two categories, namely as subjective and objective conditions. Called as subjektive conditions, because the conditions relate to the parties or subjects of the agreement, which belong to this category is the condition of the existence of agreement and competence.³⁹

a. Internship Participant Rights

As interns and organizers of internships, both are bound by the terms of the internship agreement and the regulations applicable to the Internship. In Permenakertrans of the Republic of Indonesia (RI) No. Per.22/Men/IX/2009, the rights and obligations of trainees and the maintenance of Internships. Participants in the exhibition have the right to occupational health and safety facilities for the duration of their participation. Obtain pocket money and/or transportation. Obtain protection in the form of insurance for work accident and death, and obtain an exchange certificate when declared passing.⁴⁰

³⁶ Kitab Undang-Undang Hukum Perdata tentang Syarat-syarat Terjadinya Suatu Persetujuan yang Sah, Pasal 1328.

³⁷ Kitab Undang-Undang Hukum Perdata tentang Syarat-syarat Terjadinya Suatu Persetujuan yang Sah, Pasal 1330.

³⁸ Ike Farida, *Op. Cit.*, hlm. 41.

³⁹ Ike Farida, *Op. Cit.*, hlm. 42.

⁴⁰ Tim Visi Yustisia, *Hak dan Kewajiban Pekerja Kontrak*, Jakarta : PT. Visimedia Pustaka, 2016, hlm. 30.

b. The obligation of the interns

The obligation of apprentices to comply with the apprenticeship agreement, follow the apprenticeship program until completion, comply with the rules and regulations in force at the company organizing the apprenticeship and maintain the good name of the company organizing the apprenticeship.⁴¹

c. Distributor's Rights

Companies that provide the exchange program also have the same rights as interns, the rights of exchange organizers to obtain the work of exchanges participants, and to enforce the arrangements and agreements of the exchangers.⁴² Obligations of the organizer of the Exchanges In addition to the rights, the company that organizes the exchanger has the obligation to guide the participants in accordance with the programme, to fulfil the participant's rights according to the agreement of an exchange, to provide self-protection equipment in conformity with the requirements of Occupational Safety and Health (K3), to provide protection in the form of employment accident insurance to the participants, to give pocket money and or transport money to the participants, to evaluate exchange participants and to provide the certificate of exhibition to the candidates specified passes. In the exhibition that the author explained above that dissemination is part of the work training. Distribution can be done not only within the country, but also outside the country.⁴³

d. Limited Group

A limited company is a legal entity which is a capital association, established on the basis of a contract, carrying out business activities with the basic capital which is entirely divided into shares that meet the requirements laid down in this Act and its implementing regulations.⁴⁴ It is widely believed that the word corporation or corporation used now comes from the Latin corpus that has a body, body or body. It is the word that develops into corporations or corporations that are born and created through legal processes.⁴⁵ A learning process in which a person acquires and masters a skill without and or with the guidance of someone

⁴¹ *Ibid.*

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⁴³ *Ibid*, hlm. 30.

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⁴⁵ M. Yahya Harahap, *Hukum Perseroan Terbatas*, Jakarta: Sinar Grafika, 2016, hlm. 53.



who is already skilled in the job.⁴⁶ In the Ministry's Regulations, exchange is understood as part of a work training system organized in an integrated manner between the training of the training agency working directly under the guidance and supervision of instructors or more experienced workers in the production process of goods and/or services in the company in order to master skills and expertise.⁴⁷

As stated in Article 1 para. 11 of the Employment Act, exchanges are a part of the job training system organised in a integrated way between training in the training institution and working in a direct manner under the supervision and guidance of an instructor or worker/worker with more experience, in the process of production of Goods and / or Services in the enterprise, with a view to mastering certain skills or expertise. In accordance with the provisions laid down in article 10, paragraph (1) of Distributor No. 6 of 2020, it is stated that the maintenance of the distribution is carried out on the basis of the Distribution Agreement, wherein according to article 10 paragraph (2) of Distributor No. 6, 2020, such distribution agreement shall contain:

The rights and obligations of the participant in the exchange The right and obligation of the organizer of an exchange programme The exchange period is the amount of pocket money. The implementation of a exchange activity cannot be carried out without the basis of a written agreement between the interns and the company as provided for in Article 22 paragraph (1) of the Employment Act, therefore, in the obligatory exchange a prior agreement is concluded and such an agreement must be made in writing.⁴⁸

According to Imam Soepomo because of the type of technical protection related to the efforts to protect workers from the dangers that may arise from the activities during the work mainly concerning the use of work tools or can be called as protection of occupational safety and the fourth is to obtain a certificate of discharge when declared pass.⁴⁹ Internal Distribution participants include jobseekers or employees who will be improved in their

⁴⁶ Anwar Prabu Mangkunegara, *Sumber Daya Manusia Perusahaan*, Cetakan Kedua Belas, Bandung: Remaja Rosdakarya, hlm. 77.

⁴⁷ M. Yusril Helmi Setyawan & Aip Suprpto Munari, *Membangun Sistem Monitoring Kinerja Mahasiswa Internship Berbasis Web Dan Global Positioning System*, Bandung: Kreatif Industri Nusantara, 2020, hlm. 2.

⁴⁸ Jurnal Sains Sosio Humaniora, *Perlindungan Peserta Magang Dalam Praktik Unpaid Internship Ditinjau Dari Peraturan Ketenagakerjaan Di Indonesia*, Volume 6, Nomor 1, Juni 2022, hlm. 129.

⁴⁹ Jurnal Kertha Semaya, *Perlindungan Hukum Terhadap Hak Tenaga Kerja Magang (Trainee) di Hotel Kelas Bintang Lima*, Vol. 8 No. 4 Tahun 2020, hlm. 614--615.

skills.⁵⁰ So if these young people get the right guidance then the workforce of the interns can contribute or engage and boost the productivity of a company. So the interns have a job desk or a clear job.⁵¹

A dispute between an employer, a worker, or a union of workers or a labour union is a dispute concerning the implementation of a job in relation to the production of goods and services.⁵² The dispute relates to the exercise of the rights promised in the Company Regulations (PP) and the Joint Labour Agreement (JTC). The latter dispute is a trade union dispute in a company concerning membership as well as the realization of rights and obligations of the worker.⁵³ The result of the settlement is expected to be a Joint Agreement (JB), while if no agreement is reached, then the mediator issues a product called a written annuran. If the dispute is not accepted by either or both parties, then the disputing parties apply for a settlement to the Industrial Relations Court.⁵⁴ The decision on the settlement of industrial relations disputes (PPHI) can be filed by the parties to the Supreme Court.⁵⁵

Everyone has the right to a sense of security and protection from the threat of committing or committing acts contrary to human rights.⁵⁶ The principle of recognition and protection of human rights, the acknowledgement and safeguarding of the rights of human beings, as well as accepting the primary place and called as the future objective of the rule of law.⁵⁷ According to article 29 of Act No. 13 of 2003 on Employment. The third protection attempt with the existence of more detailed rules concerning the rights and obligations of the parties, for the rights of the interns are explained in detail that interns have the right to receive pocket money and transportation, receive protection against accidents, health and death whose premiums are borne by the company, receive occupational safety and health facilities, pass competence examinations, receive recognition of competence and receive certificates of

⁵⁰ Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 Tentang Penyelenggaraan Pemagangan Di Dalam Negeri, Penjelasan Pasal 9.

⁵¹ Karyawan Magang Adalah, <https://www.mas-software.com.blog/karyawan-magang-adalah#1-Pengertian-Karyawan-Magang>, Diakses pada 9 Januari 2023.

⁵² Wayan Agus Vijayantera & Nyoman Jaya Kesuma, *Penyelesaian Hubungan Industrial (Konsep Penyelesaian Perselisihan Non Litigasi dan Litigasi)*, Denpasar: Maharaswati Press, 2022, hlm. 121--122.

⁵³ Adjat Daradjat Kartawijaya, *Hubungan Industrial*, Bandung: Alfabeta, 2018, hlm. 172--173.

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passing exchange, this has been affirmed in Article 13 of the Employment Minister's Regulation No. 6 of 2020 on Maintenance of Internal Exchange.⁵⁸

d. Completion Through Non-Litigation P.T. Yhi Sen Case Study

In the case that the author referred to in this thesis, as material or data supporting the work of the author conducted an interview with one of the interns who suffered from non-compliance because there were some internship agreements that did not match the contents of the agreement. According to the Act of the Republic of Indonesia of 1945, article 27, paragraph (2) of this article can be interpreted as providing guarantees to every citizen of a decent job and livelihood.⁵⁹ The internship agreement made by Harry as an intern with his company is said to have followed the instructions contained in the annex to the Employment Minister's Regulation No. 6 of 2020 on Maintenance of Homeland Maintainers because it contains rights and obligations. According to article 1320 of the Code of Civil Procedure, the terms and conditions of a valid agreement, if from the view of that article, the agreement that has been made by the company with Harry is already qualified. The internship agreement signed by Harry for a period of six months, in the course of which Harry said that he had some differences between the terms of the agreement and the internships he had booked. The entitlements of the interns written in the Regulations of the Minister of Employment No. 6 of 2020 on the Maintenance of Internal Distribution Article 18 paragraph (2) of the maintenance of internship which reads:

- a. In the case of working hours in a company using a shift system, night shifts are only permitted with conditions:
- b. The minimum age of Apprentice participants is 18 (eighteen) years
- c. Provide shuttle transportation
- d. Providing food that meets specified nutritional standards; And
- e. In accordance with the type of competency required⁶⁰

Despite the fact that apprenticeship point (b) is not fulfilled by the company, Harry during the night shift does not get pick-up and drop-off facilities, Harry during the night shift drives

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

his own private vehicle, in this case it is very interesting to see how large a percentage of work accidents occur after a workers get night shifts.

In the interview conducted, Harry said that the foundation was responsible for agreements that were not fulfilled by the company, as a third party who would carry out deliberations. The apprenticeship agreement was signed by Harry at the foundation, the agreement was explained by the foundation, so when Harry experienced a discrepancy in the implementation of his internship the foundation could help and take action so that the discrepancy could be corrected by the company. Remembering the apprenticeship network explained in Minister of Manpower Regulation Number 6 of 2020 Article 19 paragraph (1) and paragraph (2) which reads:⁶¹

- a. To improve the smooth implementation of apprenticeships, an apprenticeship network was formed.
- b. The Apprenticeship Network as referred to in paragraph (1) is a communication forum or forum consisting of elements from companies, government, associations, Job Training Institutions (LPK), and other stakeholders to facilitate the implementation of apprenticeships.

The results of the deliberations carried out yielded results for Harry's salary and security, the salary payment written in the agreement was paid as it should be as of the date written in the agreement, namely the 5th and has been registered with social security by the company.

e. Solution of Dispute on the Rights of Interns in an Agreement not fulfilled by PT. Yhi Sen Industrial

Even if they are merely traders, they are also obliged to accept their rights under the provisions of the applicable laws because they have donated their energies to work for the company.⁶² In an interview with one of Yhi Sen's Indonesian interns named Harry that according to the information the author obtained, that Harry was a trader at Yhi sen through the Sahabat Selamat Indonesia foundation with the process of interviewing and in his six-month trading time agreement starting from September 6, 2022 until February 5, 2023, Harry assumed the position of operator and running the grinding machine. Harry gets a surcharge of Rs. 120,000. - One shift if requested. If Harry is not allowed in, his salary will not be paid

⁶¹ Peraturan Menteri Ketenakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Di Dalam Negeri, Penjelasan Pasal 19 Ayat (1) dan (2)

⁶² Jurnal Sains Sosio Humaniora, *Perlindungan Peserta Magang Dalam Praktik Unpaid Internship Ditinjau Dari Peraturan Ketenagakerjaan Di Indonesia*, Volume 6, Nomor 1, Juni 2022, hlm. 134.

on that day. The implementation of the internship was conducted in two shifts, i.e. morning and night, the provisions of the contract were clarified by the foundation, by signing the letter of the agreement which contains several agreements which are also contained in the Regulations of the Minister of Employment No. 6 of the year 2020 in the appendix of the notice of employment, in such an agreement written a large written salary of Rs. 3,700,000,- which is paid 5 days after the employee is given salary, it is said that if the worker is given the salary on the 5th day then the participant trainees get salaries on the 10th day. On the issue of salary Harry often gets inaccuracies on the accuracy of the date of payment of salaries can exceed the date that has been explained by the foundations.

The internship agreement also stated that the interns were included in social security, but on the fact that Harry did not get evidence that he was included in the social security by the company and so far has not obtained physical evidence. In Permenaker No. 6 Year 2020 is explained in the annex concerning the letter of internship agreement which contains the rights and obligations of the organizer of the interns and interns. Harry says the foundation is responsible for the agreements the company fails to comply with, as the third party is going to make a deal. The exchange agreement was signed by Harry at the foundation, the agreement is explained by the foundations, then at the time Harry encounters an inconsistency in the execution of his internship the founder can help and take action to inform the company so that the inconsistency can be corrected by the company. The result of the discord between the foundation and the company found a bright spot with more attention to Harry's salary and his social security. In view of the exchange network described in the Regulations of the Minister of Employment Article 19 paragraph (1) and paragraph (2). The result of the disbursement carried out yields to Harry's salary and guarantee, the payment of salary written in the agreement has been paid as it should be on the date that has been written in that agreement, namely the date 5 and has been registered in the social security by the company. A distribution guide is a training force that is a supervisory force or a competent worker and is appointed by the distribution organizer to guide distribution participants in the company.⁶³ The point of gravity on an internship performance based on an agreement is clearly stated in point (b) that the interns acquire the fulfilment of rights in accordance with the agreement,

⁶³ Peraturan Menteri Ketenagakerjaan Nomor 6 Tahun 2020 tentang Penyelenggaraan Pemagangan Di Dalam Negeri, Penjelasan Pasal 1 Ayat (8).



at this point Harry says that there is a agreement that is not fulfilled by the company the existence of a contract is in order to be able to protect and must also be carried out on the basis of good faith that is concluded from Article 1338 paragraph (3) of the Customs Code,⁶⁴ which reads “The agreement must be executed in good faith”. This is stipulated in the Employment Act No. 13 Year 2003 section 87.⁶⁵ Article 14 establishes the obligation of the interns to be one of the responsibilities, roles and liabilities of interns in carrying out the tasks that are responsible, studying the technical matters in their work unit in order to acquire technical competence according to the scope of their work, receiving feedback constructively and making reports and presenting findings of problems encountered following with the resolution of problems or improvements if any.⁶⁶ In the settlement of Litigation and Non-Litigation cases there are several agreement points that are indeed not fulfilled and that are fulfilled by the company, from the case of Harry as an internship participant in PT. Yhi Sen whose settlement is non-litigation: Not included in the social security program, Payment of salary not in accordance with the date of agreement, Getting a shift. Which is fulfilling by PT.

In the case experienced with Harry at P.T. Yhi Sen that was settled non-litigationally and the litigation cases on the judgments that the author attached have the same case, that is, the agreements that were not fulfilled by the company. In the judgment attached by the author that the interns receive a sift and a pocket money, the implementation of the practice is not in accordance with the content of the agreement that has been made, thus violating the provisions of the Ministry of Employment Regulation No. 6 of 2020.

D. Conclusion

In view of the lack of compliance by the company with the entitlements of the trainees in the implementation of the internship, there is an urgent need for the existence and application of more intensive supervision of the arrangement of internships. In this case, the government should be able to make more use of the exchange network or focus on the use of trade unions as a form of monitoring mechanism. This can be achieved when accompanied by the strengthening of the regulation of the exchange in Indonesia, such as

⁶⁴ Salim H.S, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika, 2010, hlm. 10.

⁶⁵ Abdurrozzaq Hasibuan, et al., *Teknik Keselamatan dan Kesehatan Kerja*, Indonesia: Yayasan Kita Menulis, 2020, hlm. 3.

⁶⁶ Yusril Helmi Setyawan & Aip Suprpto Munari, *Panduan Lengkap Membangun Sistem Monitoring Kinerja Mahasiswa Inter Web dan Global Positioning System*, Bandung: Kreatif Industri Nusantara, 2020, hlm. 6.



through the decree of the Minister as an enforcement of the Regulations of the Ministers or the Regional Regulations. The addition of provisions concerning the legal consequences or sanctions on the part of the organizers of exchanges that violate the regulations of exchange is expected to give awareness to the company of the importance of giving pocket money as a means of fulfilling the rights of the interns, thus creating strong legal paying for interns in the defence of their rights.

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