

## **Analysis of Employment Contracts after Implementation of Law of The Republic Indonesia No. 11 in 2020 Concerning Employment Creation (Case Study in Pt Perkebunan Nusantara XIII)**

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<b>Article</b>	<b>Abstract</b>
<p><b>Keywords:</b> Company; Employment Contract; Legal Implication; Worker</p> <p><b>Artikel History</b> Received: Sept 13, 2022; Reviewed: Sept 25, 2022; Accepted: Oct 16, 2022; Published: Oct 16, 2022.</p> <p><b>DOI:</b> <a href="https://dx.doi.org/10.20961/jolsic.v10i2.65190">https://dx.doi.org/10.20961/jolsic.v10i2.65190</a></p>	<p>This research aims to examine the implications of Law of The Republic of Indonesia No. 11 of 2020 On Job Creation to the substance of the Employment Contract and analyze its implementation in a company (PT Perkebunan Nusantara XIII) to the worker after the ratification of the new regulation. The employment contract material that will be studied in this study focuses on the substance of the employment contract starting from the form, contract elements, and contract structure to the anatomy of the contract enforced by PT Perkebunan Nusantara XIII. This research is descriptive empirical legal research. The research approach used is a statutory and conceptual approach with the research location at the Office of the Board of Directors of PT Perkebunan Nusantara XIII and the result is that there are changes, deletions, and the stipulation of new provisions after the enactment of the Law of The Republic of Indonesia No. 11 of 2020 On Job Creation to the substance of the Employment Contract.</p>

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## INTRODUCTION

The issues between workers and companies actually from differences of opinion where the company is interested in obtaining the best production results with the lowest production costs, while workers are interested in carrying out light work with high wages (M.Thai and Ramin Nofrial, 2019). The Employment Contract is present through its role as a legal written guideline to provide legal certainty in regulating what the parties have agreed on in the form of rights and obligations when they bind themselves to perform a specific act, as well as a guideline for solving problems if in the future there is a problem. That must be resolved in order to create a harmonious contractual relationship. The consequence of the implementation of the Employment Contract in the company is that the worker offers his promise to the company to work, and in return, the company provides wages according to the agreement (Wheelwright, 2013: 291-314). Therefore, a reciprocal relationship arises for the parties who bind themselves in an inseparable right and obligation (Illahi, 2021: 37).

Because of the many laws and regulations that have been made that regulate the same thing, the nature of complementary law or additional law (*aanvullend recht*) in Book III of the Civil Code can be overcome by the nature of forcing *dwingend Recht* from the laws and regulations that have been promulgated (Subekti, 1995:127). Therefore, most of the provisions in Book III Chapter VIIA of the Civil Code have been incorporated into newer laws and regulations, and based on the *Lex Posterior Derogat Legi Priori* Principle, the applicable regulations are new regulations, and the old regulations will continue to be used as long as the arrangement has not been regulated in the new rules and is considered valid.

Along with the development of the law, on October 5, 2020, the House of Representatives held a plenary meeting and officially ratified Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation, the consequences of which had direct implications for the implementation of the Employment Contract. However, the provisions regarding Employment Contracts in Law Number 13 of 2003 concerning Manpower which is not accommodated by Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation, are still declared valid, so this regulation is present as a efforts to create jobs through business facilitation, protection, and empowerment, micro, small and medium enterprises, improvement of the investment ecosystem and ease of doing business, and central government investment and acceleration of national strategic projects.

In its application, Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation generally changes as many as 31 (thirty-one) Articles, deletes 29 (twenty-nine) Articles, and inserts 13 (thirteen) new Articles in the Manpower Act, which is contained in the Manpower Act. in Chapter IV of the Employment Cluster (Maldini et al., 2021: 4). The enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation readjusts the arrangements regarding Employment Contracts that have accommodated in the previous regulations, especially on Overtime, Rest Time, Wage Arrangements, Severance Provisions, and Worker Status. This has legal implications for the Employment Contract that has been agreed upon by the employer and the employee subject to Law of The Republic Indonesia Number 13 of 2003 concerning

Manpower to allow the company to change the Employment Contract agreed upon by the parties.

Based on the problems described previously, especially in the employment contract, the author is interested in conducting an analysis of how the form of the Employment Contract is applied and conducting a direct study to see the existing contract in its application as a study. This paper will focus on changing the provisions of Law of The Republic Indonesia Number 13 of 2003 concerning Employment on the Substance of Employment contracts through enacting Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation. In addition, the writing will also focus on looking at and assessing how the employment contract of PT Perkebunan Nusantara XIII was implemented after the enactment of the new regulation, namely Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation.

## **RESEARCH METHODS**

The research method in this writer uses an empirical legal research to conduct a comprehensive study of the social realities that occur in the field so that solutions are then sought for the problems that arise from these social phenomena. In empirical writing, what was studied initially was primary data that helped explain the object of legal research, then developed afterwards into secondary data research or data in the field (Soekanto, 2014: 52). The type of this research is descriptive. Descriptive research is a study of describing, analyzing, explaining, and analyzing legal regulations in order to answer the problems faced. By using the nature of this research, it can describe and analyze accurately in accordance with the objectives of the research so that it can provide an accurate description and explanation and in accordance with the conditions that occur in the field. From this detailed description, an answer will be obtained to support this research (Soekanto, 2014: 10).

The approach used by the author in this study is to use a statutory approach, which is an approach that is carried out by reviewing and analyzing all laws and regulations related to the legal issues being handled. In this case, it is to use a study of the Civil Code and Law of The Republic Indonesia Number 13 of 2003 concerning Manpower as last amended by Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation and its implementing regulations namely Government Regulation Number 35 of 2021 and Government Regulation Number 36 of 2021. In addition, the author also uses a conceptual approach, which is an approach that focuses on emphasizing understanding through legal concepts and principles related to the subject matter studied in writing this law (Marzuki, 2017: 133).

Types and sources of data in this study used primary data or basic data is data obtained directly from informants which in this case is through interviews using a list of questions held by the interviewer (Saputra, 2019: 25). The primary data sources of this research were obtained from the field directly by conducting interviews with Company and Workers Representatives at the Office of the Board of Directors of PT Perkebunan Nusantara XIII. Secondary data is data that is used and comes from library materials as complementary data from primary data sources. The secondary data sources in this study used data from literature studies such as books, journals, scientific articles. The sources of data used by the author in this study are as follows (Soekanto, 2014: 51):

## 1. Primary Legal Material

Primary legal materials are binding legal materials and are in the form of statutory regulations. The primary legal materials used in this research are as follows:

- a. The 1945 Constitution of the Republic of Indonesia;
- b. Civil Code of Republic Indonesia;
- c. Law of Republic Indonesia Number 13 of 2003 concerning Manpower;
- d. Law of Republic Indonesia Number 11 of 2020 concerning Job Creation;
- e. Government Regulation of Indonesia Number 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment;
- f. Government Regulation of Indonesia Number 36 of 2021 concerning Wages.

## 2. Secondary Legal Material

- a. The secondary legal materials used in this study are as follows:
- b. Legal journals, theses, and theses;
- c. Textbooks written by jurists;
- d. Legal articles;
- e. The results of scientific writings; and
- f. Legal materials from internet media and other sources related to the writing of this law

The collection techniques using 3 (three) techniques, namely Interview, Observation, and Documentation (Bachtiar, 2019: 163). Using this research method, it can describe and analyze accurately in accordance with the objectives of the research so that it can provide an accurate description and explanation in accordance with the conditions that occur in the field. From this detailed description, an answer will obtain to support this research (Soekanto, 2014: 10).

## ANALYSIS AND DISCUSSION

### 1. The effect of the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation on the Substance of the Employment Contract

Juridical enforcement or juridical implications, in general, can be defined as a consequence caused by the law on matters concerning an act committed by a legal subject from an action aimed at obtaining the desired result by a legal subject. In this case, the effect in question is an effect regulated by law, while more specifically regarding the juridical implications of regulation, it can be said as the enforcement of a legal norm which in this case is a law as a general provision in terms of technical considerations as a result of previous changes. Legally, a norm can be said to apply if (Yuliani, 2017: 6):

- a. Stipulated as a legal norm based on a higher legal norm;
- b. Stipulated as a legal norm by the procedures for establishing the applicable legislation; and
- c. Stipulated by the competent body as a legal norm.

If the three criteria are met properly, the relevant legal norms can be legally valid. As a state of law, the juridical implication is the starting point of behavior from an existing rule. However, the success of its implementation is highly dependent on sociological and political applicability (Yuliani, 2017:6).

The focus of this research will be to examine the implications of the enactment of Law Number 11 of 2020 concerning Job Creation in which there are several provisions that change, delete, or replace previous regulations. In order to examine more specifically the effect of the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation on Employment Contracts, it is important to understand how the form of the Employment Contract applied in this case is a binding Employment Contract between the Company and Workers, which in nature can be made verbally or written.

This research will focus on the employment contract enforced in writing. Definitively, the contract can be interpreted as a media or an engagement that is intentionally made in writing as evidence for the interested parties (Meria Utama and Arfiana Novera, 2014: 28). In addition, the laws and regulations have also accommodated the provisions of written contracts as outlined in Article 51 Paragraphs (1) and (2) of Law of The Republic Indonesia Number 13 of 2013 concerning Manpowership that:

- a. The employment agreement is made in writing or orally;
- b. The applicable laws and regulations carry out the work agreement required in writing.

Reviewing the Employment contract in writing can be seen from how far the Employment contract includes elements that must be in the Employment Contract, although regarding what provisions will be agreed upon later, it will be entirely left to those who bind themselves. If one of the parties does not agree, then the provisions will not occur in an Employment Contract because the rules for implementing the Employment Contract will be well established if both parties fully agree without coercion. In addition, to examine the substance of the Employment Contract, one can see precisely the Structure and Anatomy of the Employment Contract in which the three arrangements have an effect along with the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation which can explain as follows:

- a. Elements of Employment Contract

The essence of new regulation does not change the Elements that must exist in the Employment Agreement because the old regulations and new regulations regulate the same thing, namely that every Employment Contract must include several main elements as regulated in the previous regulation, consisting of elements:

- 1) Work (arbeid)

Work is the main object of a personal employment contract so that work cannot be transferred to another party without permission from the employer. Therefore, it can be referred that the employment contract will end according to law if the worker dies (Uwiyono, 2018: 59-60). There are other reasons that the employment contract will end such as Expiration of the Term of the Agreement, Completion of a certain job, Court Decision and/or an Industrial Relations Settlement Institution's Decision, Resignation By Worker and force majeure.

- 2) Wages (loon)

The consequence of the implementation of Employment Contract is that the worker offers his promise to the company to work and in return the company

provides wages in accordance with the agreement (Wheelwright, 2013: 291-314). In the payment of wages, the principle of no work no pay applies which means that if a worker does not carry out his work, he is not entitled to wages. However, the application of this principle is not absolute, because the law provides some exceptions, namely that workers cannot be prevented from doing work because of their mistakes.

In addition, according to Eilis Ferran, if workers do have the will to work (willing), but there are conditions other than their willingness to prevent its application, the application of this principle can also be ruled out. For example, if a worker is unable to work due to illness or suspension by the company, the worker is still entitled to wages (Ferran, 1987: 413). But on the other hand the No Work No Pay principle can also be a guide for the company if the employee interferes with the business cycle for the company and does not carry out its obligations in accordance with the agreed contract (McLean, 1990: 31).

3) Command (in dienst/gezag verhouding)

The employment contract is a dienstverhouding relationship which is a relationship in which one party has the right to order the other party to be obeyed (Subekti, 1995: 58). Therefore, the element of order becomes the basis for determining whether the agreement reached by both parties is included in the work agreement. If the agreement contains an element of command, then the agreement is a contract agreement. Conversely, if the contract does not contain an element of command, then the agreement is a partnership agreement because the relationship that occurs is coordinated and one party does not dominate the other party (Susetyo, 2018: 360).

b. Employment Contract Structure

In general, the structure that regulates the making of contracts, especially on employment contracts made in writing, must contain several things when referring to Article 54 of Law of The Republic Indonesia Number 13 of 2003 concerning Manpower which consists of:

- 1) name, company address, and type of business;
- 2) name, gender, age, and address of the worker/laborer;
- 3) position or type of work;
- 4) place of work;
- 5) the number of wages and the method of payment;
- 6) terms and conditions of work that contain the rights and obligations of entrepreneurs and workers/laborers;
- 7) the start and period of validity of the work agreement;
- 8) the place and date the work agreement was made; and
- 9) the signatures of the parties in the employment agreement.

The provisions contained in the Employment Contract must also not conflict with company regulations, collective labor agreements, and applicable laws and regulations.

After the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation, there are more comprehensive arrangements regarding the Employment contract Structure, which regulates the Employment contract Structure for the benefit of certain time workers or temporary workers (a particular time). This provision is stated through a derivative regulation of Law Number 11 of 2020 concerning Job Creation, precisely in Article 13 of Government Regulation 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment. The regulation stipulates that a work agreement explicitly made for a particular time worker or PKWT must have at least:

- 1) name, company address, and type of business;
- 2) name, gender, age, and address of the worker/laborer;
- 3) position or type of work;
- 4) place of work;
- 5) the number of wages and the method of payment;
- 6) terms and conditions of work that contain the rights and obligations of entrepreneurs and workers/laborers;
- 7) the start and period of validity of the work agreement;
- 8) the place and date the work agreement was made; and
- 9) the signatures of the parties in the employment agreement.

c. Employment Contract Anatomy

Different case with the contract structure, the Anatomy of the Contract can be defined as all matters relating to the location and relationship between one part and another. Therefore, legal experts and contract consultants must master the anatomy of contracts. Because understanding the anatomy of the contract can make it easier for consultants to formulate the contract's substance properly (H.Salim, 2019: 1).

If it is reviewed after the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation on Contract Anatomy, the design of contracts made in writing on the Employment Contract can be seen from several things consisting of Title, Head, Comparison, Recital or Premise, Content and Closing (Meria Utama and Arfiana Novera, 2014: 34). Along with the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation, it only has an impact on the contents of the Employment Contract which has implications for the following provisions:

- 1) Employment status
- 2) Overtime
- 3) Time off

- 4) Wages
- 5) Severance pay

## **2. Conformity of the Substance of the Employment contract of PT Perkebunan Nusantara XIII after the Enactment of Law Number 11 of 2020 concerning Job Creation**

The arrangements contained in the Civil Code and Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership were previously regulated by the Employment contract of PT Perkebunan Nusantara XIII, which then had implications for the Employment contract of PT Perkebunan Nusantara XIII after the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation has an impact on several provisions. The efforts made by the Company as a form of commitment to adjusting the rules can be analyzed from the implementation of whether the Employment Contract has included the Elements that must be in the Employment Contract after the Enforcement of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation and also seen from how the Structure and Anatomy of the Employment Contract implemented in which the three regulations affect the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation. The explanation in each of these sections will explain as follows:

### **a. Employment Contract Element of PT Perkebunan Nusantara XIII**

If it is reviewed based on the implementation of the employment contract of PT Perkebunan Nusantara XIII, whether it is the Decree on the Appointment of Permanent Employees of PT Perkebunan Nusantara XIII, the Letter of Work Agreement for a Certain Time of PT Perkebunan Nusantara XIII, and the Decree on the Appointment of Non-Class Permanent Employees of PT Perkebunan Nusantara XIII, all three have firmly stated three these elements in each employment contract that is applied whether it is reviewed based on the laws and regulations as well as the provisions of the Civil Law.

According to interviews conducted with workers and the company, the parties agreed to carry out the agreement so that the agreement can be carried out by Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation, considering that from the time of formulation to the stage of signing the work agreement between the worker and the company, of course, it has been through a long process so that a contract is created as agreed by the parties concerned.

### **b. Employment Contract Structure of PT Perkebunan Nusantara XIII**

In its implementation of Employment Contract in PT Perkebunan Nusantara XIII, there are differences in which the classification of Labor is not only divided into two types as regulated in Law Number 13 of 2003 concerning Employment of Jo. Law Number 11 of 2020 concerning Job Creation, namely PKWT and PKWT, but at PT Perkebunan Nusantara XIII, there are additions to the classification of types of Labor. Namely, there are three classifications when referring to the results of interviews conducted by the Human Resources Management section of PT



Perkebunan Nusantara XIII, and this is in accordance with the Board of Management of PT Perkebunan Nusantara XIII, namely the application of the type of Labor by PT Perkebunan Nusantara XIII can be classified as:

- 1) Contract of Periodic Employees or equivalent PKWT
- 2) Contract of Permanent Employees or equivalent to PKWTT
- 3) Non-Class Permanent Employees (KTNG)

These types of employees have different Employment Contracts in their application regarding the use of the contract structure, which can be seen elaborate in the following table:

No	Article 13 of Government of The Republic Indonesia Regulation Number 35 of 2021	Contract of Periodic Employee	Article 54 of Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership	Contract of Permanent Employees	Article 54 of Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership	Non-Class Permanent Employees
1	Company name, address, and type of business	√	Company name, address, and type of business	√	Company name, address, and type of business	√
2	Name, gender, age, and address of Worker/Labourer	√	Name, gender, age, and address of Worker/Labourer	√	Name, gender, age, and address of Worker/Labourer	x (-) gender and age
3	Position or type of work	√	Position or type of work	√	Position or type of work	√
4	Work place	√	Work place	√	Work place	√
5	Amount and method of payment of Wages	√	Amount and method of payment of Wages	√	Amount and method of payment of Wages	√

6	The rights and obligations of the Employer and Worker/Labourer are by the provisions of the legislation and/or the working conditions regulated in the Company Regulations or Collective Bargaining Agreements	√	Terms and conditions of work that contain the rights and obligations of employers and workers/labor	√	Terms and conditions of work that contain the rights and obligations of employers and workers/labor	√
7	Start and term of the Contract of The Periodic Employees	√	Start and period of validity of the work agreement	√	Start and period of validity of the work agreement	√
8	Place and date the Contract of The Periodic Employees was created	√	Place and date the work agreement was made	√	Place and date the work agreement was made	√
9	the signatures of the parties in Contract of The Periodic Employees	√	Signatures of the parties in the employment contract	√	Signatures of the parties in the employment contract	√

Table 1. Enactment of regulation on work contracts for PT. Perkebunan Nusantara XIII

c. Employment Contract Anatomy of PT Perkebunan Nusantara XIII

After the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation on Contract Anatomy, in the design of a contract made in writing on the PT Perkebunan Nusantara XIII Employment Contract, it can be seen its conformity to the contents of the PT Perkebunan Nusantara XIII Employment

Contract, there are adjustments to several provisions applied by the previous regulations namely Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership regarding Employment Contracts.

Workers and the Company, in this case as the parties to the agreement according to the interviews conducted, agreed to implement the mechanism because they believe in the Labor Union as a representation of the Workers and the Company to negotiate the results of the legal reform as outlined in the Collective Labor Agreement and related regulations governing the relationship.

Therefore, an agreement was born because of the agreement of the parties who entered into the agreement. What one side wants must also be the same as what the other side wants or they want the same thing reciprocally, so that agreement is something that is indispensable in the agreement (Satrio, 2001: 128). This research will explain the agreement between Workers and Employees which consists of:

No.	Before		Employment Contract of PTPN XIII	After		Implications for the Employment Contract PTPN XIII
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership			Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation		
	Article	Provision		Article	Change	
1	59 Ayat (1) huruf B	<i>Work that exceeds the estimate in a not too long time and a maximum of 3 (three) years.</i>	Employment Status is regulated by Article 13 of the PTPN XIII PKB concerning Employee Status that the Appointment and Placement of Workers are carried out by the Board of Directors and is based on the Company Level SP-BUN.	59 Ayat (1) huruf B	<i>Jobs that are estimated to be completed in a not too long time</i>	Work Status is amended by Article 13 of PTPN XIII's PKB concerning Employee Status that the Appointment and Placement of Workers are carried out by the Board of Management and is based on the Company Level SP-BUN.
2	78 Ayat (1) huruf B	<i>Overtime work can only be done for a maximum of 3 (three) hours in 1</i>	Overtime Working Time is regulated in Article 20 Paragraph (2) letter b of the PKB that	78 Ayat (1) huruf B	<i>Overtime can only be done for a maximum of 4 (four) hours in 1 (one) day</i>	Overtime Working Time changes by the provisions of Article 19 Paragraph (2) letter b that can

No.	Before		After		Implications for the Employment Contract PTPN XIII	
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowerhip		Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation			
	Article	Provision	Article	Change		
		<i>(one) day and 14 (fourteen) hours in 1 (one) week.</i>	Overtime is carried out for a maximum of 3 working hours in 1 day and 14 working hours in 1 week		<i>and 18 (eighteen) hours in 1 (one) week</i>	be carried out for a maximum of 4 working hours in 1 day and 18 working hours in 1 week as regulated in Government Regulation Number 35 of 2021 Article 26.
3	79 Ayat (2) huruf b	<i>Weekly Break Time: 1 (one) day for 6 (six) working days in 1 (one) week or 2 (two) days for 5 (five) working days in 1 (one) week</i>	Weekly Rest Time is regulated in Article 22 of PTPN XIII PKB, which regulates working hours by statutory regulations.	79 Ayat (2) huruf B	<i>Weekly Break Time: 1 (one) day for 6 (six) working days in 1 (one) week</i>	The Company and Employees agree not to change and continue to regulate as before, even though there are adjustments to these regulations.
4	79 Ayat (2) huruf d	<i>Long Break Time: At least 2 (two) months and carried out in the seventh and eighth years for 1 (one) month each for workers who have worked continuously for 6</i>	It has not explicitly regulated who is given the Long Rest Period as in Article 25 of the PTPN XIII PKB. However, only employees who have worked continuously for 12 (twelve) months are entitled to an annual leave	79 Ayat (5)	<i>The Company may provide rest time to Employees based on an agreement based on work agreement, Company Regulation, or Collective Labor Agreement.</i>	The provision for the number of days of Long Leave granted changes in part. However, in this case, the only change who has the right is to employees of class IA to class. Therefore, temporary IVD KTNG is not given a long leave

No.	Before		After		Implications for the Employment Contract PTPN XIII	
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership		Employment Contract of PTPN XIII	Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation		
	Article	Provision		Article		Change
		<i>(six) years at the same company, provided that workers are no longer entitled to their annual rest within two months. (two) current years and after that valid for every multiple of 6 (six) years of service.</i>	of 12 (twelve) working days.		allowance, as regulated in Article 24 of PTPN XIII PKB.	
5	88 Ayat (3)	<i>Wage policies that protect workers/workers include: a. Minimum wage b. Overtime wages c. Wages do not come to work because they are absent</i>	PTPN XIII regulates a separate mechanism for wages mutually agreed between the Company and SP-Bun based on the salary range between groups (Article 32 PKB PTPN XIII) and still based on the letter of the board of directors and applicable	88 Ayat (3)	<i>Wage policies include: a. Minimum wage b. Wage structure and scale c. Overtime wages d. Wages are not coming to work and/or not doing work for some reason</i> PTPN XIII stipulates by adding sentences according to the company's ability to pay the salary as referred to in Article 31 of PTPN XIII's PKB). However, the salary provisions are still based on the mutual agreement between the Board of	

No.	Before		After		Implications for the Employment Contract PTPN XIII	
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership		Employment Contract of PTPN XIII	Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation		
	Article	Provision		Article		Change
		<i>d. Wages do not come to work because they do other activities outside their work.</i>	laws and regulations (the minimum wage for each area where the unit is located).	<i>e. Form and method of payment of wages</i>	Management and the Company Level SP-BUN (still paying attention to the minimum wage for each area where the employee's work unit works).	
		<i>e. Wages for exercising the right to take a break from work</i>		<i>f. Things that can be calculated with wages and</i>		
		<i>f. Form and method of payment of wages</i>		<i>g. Wages as the basis for calculating or paying other rights and obligations</i>		
		<i>g. Fines and deductions from wages</i>		.		
		<i>h. Things that can be calculated with wages</i>				
		<i>i. Proportion ate wage structure and scale</i>				
		<i>j. Wages for severance pay and</i>				
		<i>k. Wages for income tax calculation</i>				
		<i>s.</i>				

No.	Before		After		Implications for the Employment Contract PTPN XIII	
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership		Employment Contract of PTPN XIII	Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation		
	Article	Provision		Article		Change
6	156 Ayat (4) huruf c	<i>Compensation money that should be received includes:</i> <i>c. Replacement of housing, as well as treatment and care</i> <i>15% of severance pay and/or service pay for those who meet the requirements</i>	Compensation for the right to housing, medical treatment, 15% of the severance pay, and/or service payment for those who meet the requirements is regulated in Article 81 Paragraph (4) PKB PTPN XIII.	-	Article 156 Paragraph (4) letter c deleted  The Company and Employees agree not to change and continue to regulate as the previous provisions even though the abolition of these provisions.	

No.	Before		After		Implications for the Employment Contract PTPN XIII	
	Law of The Republic Indonesia Number 13 of 2003 concerning Manpowership		Employment Contract of PTPN XIII	Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation		
	Article	Provision		Article		Change
7	167 Ayat (5)	<p><i>For employers who do not include workers/laborers who have been laid off due to retirement age in the pension program, the entrepreneur is obliged to provide workers/laborers with 2 (two) severance pay, 1 (one) time service award, and compensation for entitlements.</i></p>	PTPN XIII has provided Old Age Benefits to workers who have been laid off due to retirement age as regulated in Article 58 of the PTPN XIII PKB	-	Article 167 deleted	<p>There is a stipulation on the Old Age Benefits, which is regulated in Article 57 of the PTPN XIII PKB, which for employees appointed above 2019, the employee's right to quit follows the Job Creation Law. Those under 2019 get the right to stop, especially normal pensions, die and are physically and mentally incapable of getting Old Age Compensation (SHT), whose calculations are according to the agreement between Board Of Management PTPN 13 and SP-BUN PTPN 13.</p>

Table 2. Comparison of the contents of the work contract of PT Perkebunan Nusantara XIII before and after the enactment of Law No. 11 of 2020 about job creation

Regarding the Anatomy of Employment Contracts which have an impact after the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job



Creation on the content which substantially there must change, delete, or replace several provisions in previous regulations consisting of Overtime, Rest Time, Wage Arrangements, Severance Provisions, and Worker Status. The law can regulate the relationship in such a way and try to resolve any problems that arise between employers and workers (Rawls, 2006: 72-73).

According to data obtained by the Company, until this research have been completed, there have been no industrial conflict that have involved the relevant Manpower Office due to a legal conflict or after the enactment of Law Number 11 of 2020 concerning Job Creation, this can be analyzed because the company has implemented a mechanism in accordance with provisions of Civil Code of Republic Indonesia, as well as company arrangements starting from rights to obligations systematically in Collective Labor Agreements.

## **CONCLUSION**

Based on the results of research previously, the conclusions are:

1. The effect of the implementation Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation on the Substance of the Employment Contract can be analyzed by looking at the form of the written contract used. More specific provisions regarding the substance of the Employment Contract can be seen from how the Elements, Structure, and Anatomy of the Employment Contract are included in the Employment Contract, in which the three arrangements have an effect in line with the enactment of Law of The Republic Indonesia Number 11 of 2020 concerning Job Creation.
2. After the enactment of the Law of the Republic of Indonesia Number 11 of 2020 concerning Job Creation through adjustments to the PTPN XIII Employment Contract are regarding the structure that has additional regulations. The Anatomy of the Employment Contract which has an impact on several articles of the Contents of the Employment Contract that have been adjusted in regulates Overtime, Rest Time, Wages Arrangements, Severance Pay, and Employee Status. However, in connection with the Elements in the Employment Contract, it will continue to be included in the PTPN XIII Employment Contract and there have been no industrial conflict that have involved the relevant Manpower Office due to a legal conflict or after the enactment of Law Number 11 of 2020 concerning Job Creation.

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