Legal Remedies toward Default in Frontliner Work Agreement Contract

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Abstract: Work contract issues that bind parties between workers and employers in business are frequent occurrences. Both parties enter into a work agreement. In the agreement, an effort that can be done by the government is to carry out supervision to prevent bias in the contract (which is still happening in now day). The purpose of this study is to observe and analyze work contracts in terms of rules using the empirical normative juridical method. The findings show that until now there are still many disputes that are only resolved by litigasti or non-litigation but have not been clearly regulated in the labor law that is currently in effect. It can be observed that regulations on how to minimize an agreement that is burdensome to a party in an industrial relations contract are still lacking.

1 INTRODUCTION

In Indonesia, especially in the business world, it cannot be denied that workers and employers or employees and companies are inseparable. If someone wants to do business, then manpower is needed to help him build and manage the business. Both parties must sign an agreement which is called a worker agreement. A work agreement is the beginning of a bond between employers and workers in an employment relationship. A work agreement in a work relationship is an important part because a good work agreement will create a harmonious work relationship and increase optimal work productivity which has functions, goals and benefits.

Employment agreements can cover various types of work, all work requested by the employer. Judging from the terms of the work agreement, an employer can make a work agreement for a certain period of time earlier or not. However, to provide legal certainty for workers and employers, the work agreement related to this term is divided into 2 (two) types of work agreements. The factors that are thought to contribute to the public and private risk positions are evaluated. In addition, the relationship between private buyer-supplier risk position, public, contract duration, supplier side investment is discussed. Results show that a well-structured long-term contract can: 1) provide the risk mitigation mechanisms needed for both public and private actors, and 2) facilitate supplier-side private investment (Hartman, 2020).

In the legal review, there are 2 (two) types of work agreements, namely temporary work agreements, contract workers and non-special temporary work agreements, for example permanent workers. Permanent workers are workers who are bound by a work agreement with the company for a period of up to the retirement age as stipulated in the Collective Bargaining Agreement. Temporary workers or commonly referred to as contract workers are workers who are bound by a work agreement for a certain period. Time with the company based on applicable laws and regulations. For contract workers there is no trial period and no age limit applies. Facilities and benefits that apply to permanent workers, do not automatically apply to contract workers unless stipulated in the provisions.

Nowadays, it cannot be denied that in the banking world many people use temporary work agreements because it is more profitable for the company, both in terms of employees who are always productive, and the company does not need to spend more money to pay severance pay when employees stop working because the contract expires. Many other situations arise in practice where clear legal procedures do not apply. In this note, attention is paid to the importance of structuring the details of claims and the consequences for which employee claims are

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formulated incorrectly. Remedies that may be available to employees in terms of common law and statute are investigated (Barnard, 2010).

If the bank has thousands of branches, it is sure to look for employees who are still young and have just finished their schooling who are prioritized as frontliners. Unfortunately, what is the fate of Customer Service and Tellers getting old? They cannot be placed directly in the back office because the bank does not need a lot of manpower. One possibility is to split ownership and management rather than assets. The history of antitrust law is full of firms organized as single entities under company law, but functioning as competitors and being treated as such by antitrust laws. This allows productive assets to remain intact, but forces decision makers to behave competitively. Finally, this study looks at the acquisition problem of nascent enterprise platforms, where the greatest threat is not from horizontal mergers but from complementary acquisitions or differentiated technologies. The tools currently used in the merger law are inappropriate(Hovenkamp, 2020).

Based on the facts, the unequal bargaining power of the parties was found. Even though the agreement has put forward the principle of freedom of contract. Contract freedom is based on the assumption that the parties to the contract have a balanced bargaining position, but in reality the parties do not always have a balanced bargaining position (Pakpahan, 2017). This is the main reason workers cannot bargain with employers. The workers can only fulfill the conditions given by the employer. Whereas in a good cooperative relationship there is no more important party because employers and workers need each other, where employers need workers to work in their companies and vice versa workers need employers to get wages / salaries for the business to operate properly and smoothly. Employees have high productivity and work motivation, so the wheel rate will run faster which in turn will result in good performance and achievement for the company.

Organizations can measure trustworthiness and manage it to build trust and strengthen loyalty intentions among their customers. A possible extension is to conduct longitudinal studies to map the nature of trust and loyalty that develops over time and stages of customer life. Virtue and problem-solving orientation of FLEs and MPPs on their belief in FLE and MPP and loyalty intentions (Shainesh, 2012). Relate to trust as articulated in the stakeholder trust organization model. Scholars in marketing need to develop a more macro-view of the company that examines trust outside of customers to reflect a broader stakeholder focus and exclude the corporate social responsibility, trusted reputation and license to operate that will be needed to restore and maintain stakeholder trust. in big banks. Building a trustworthy bank is essential for social and economic progress (Hurley, 2014).

The ecosystem in that country is then included as a working rule maker, so that each party understands their rights and obligations well. Because of these rules, it is called the Manpower Act. As a law that aims to provide protection to workers in realizing the welfare of workers and their families, Law Number 13 of 2003 concerning Manpower which explains the guidelines for work agreements and this Law becomes the legal basis for every work agreement.

Recovers damage from lost increases if the employer fails to comply with the discipline code requirements. But it is difficult to see what contractual settlements will be available at that time for the Mahkota to withhold a disciplinary transfer on the grounds that the disciplinary proceedings are carried out in violation of the rules of natural justice (breaking the rules that apply). Usually in public law courts show little desire to be applied in an employment context (Ewing, 2009).

Temporary work agreements only apply to certain jobs, which according to the type and characteristics or work activities will be completed within a certain time, namely after the work is completed. Usually a maximum period of 3 (three) years, the work is seasonal and the work is related to new products, new activities, or additional products that are still under trial or investigation. This is clearly stated in the Manpower Law. Moral anger must be a decisive solution and a philosophically informed approach to judicial interpretations to address ongoing injustices or threats of injustice aimed at vulnerable communities such as women and religious minorities in a political climate (Rudolph, 2020).

These capital outflows will be associated with low income volatility, while capital inflows will be associated with high income volatility. The negative effect of financial liberalization on income volatility in developing countries is due to the fact that the majority of these countries have capital inflows that are larger than those of capital outflows. Therefore, excess capital inflows in developing countries increase pressure and vulnerability to crises (Feriansyah, 2018). Households adopt contracts that rely on unverifiable outcomes, which cannot be formally contracted, when penalties for breach of

contract are weak. In contrast, households adopt contracts that rely on legally contractable and verifiable results when penalties are severe. This evidence is consistent with the terms of the optimally selected contract given what can be formally contracted or not (Michler, 2020).

The task of a frontliner (Customer Service), must be able and clever to solve a problem or must be good at finding a way out in solving a problem faced by consumers or customers. Customer Service is responsible for providing good service and maintaining good relationships with customers or clients. Customer Service also serves receptions, communicators by providing information and convenience to customers who need assistance, providing information on bank products, serving bookkeeping and closing customer accounts, handling complaints to serving all forms of complaints from customers, serving customers in terms of services or products and implementing tasks assigned by superiors. An extension of subpoena powers held by agencies such as the SEC, FTC, and EPA and is a lynchpin of a system that relies on the private sector to enforce laws. By forcing parties to disclose large amounts of information, the findings prevent harm and most importantly shape industry-wide practices and the core behavior of regulated entities. This approach has various implications for the scope of findings as well as the cost debate. Therefore, scholars and courts have to grapple with the consequences of what I call "regulatory discovery" for the entire legal system (Zambrano, 2020).

The task of a frontliner (teller) is to provide banking services for customers and prospective customers in a bank. The teller's function is very crucial, because every day they are directly dealing with customers. The teller is tasked with making non-cash or cash payment transactions to transaction customers and updating the transaction data on the computer system, is required to provide a receipt slip to the transaction customer and sign it as an authentication signature, and is responsible for the suitability between the amount of cash in the system and the cash received. The law has three tools for regulating the social costs of contracts: defining the subject matter of which parties can bargain, interacting with the parties as regulators and finally interpreting and reforming in Courts. Post-hoc social cost considerations are the least well-known, and most uncertain, way of managing contract externalities. These techniques are used as the basis for specific applications of public policy contract law. In practical terms, this Essay advises negotiating parties to consider public health because history teaches that at least for some time(Hoffman, 2020).

The problem is not the ease of cancellation after a violation; on the contrary, the problem relates to recovery after cancellation. This Article presents arguments for liberal cancellation followed by limited remedies. Reforms and modern proposals seem to embrace the opposite route, limiting access to temporary cancellations, allowing remedies. Reform of the proposal is a real threat to contract stability (Brooks & Stremitzer, 2011). Frontliners job at a bank are not temporary or seasonal jobs, but frontliners are generally temporary workers. This is very interesting to research.

Aloysius Uwiyono, Professor of Labor Law at the University of Indonesia, said the gap in the use of contract employees is very open, because the Manpower Law allows it. Enforcement of work rules is weak, because the sanctions given to those who violate are quite light. It is difficult to deny that the reason banks use the contract employee system is because of this. The work contract agreement has a very important function, namely providing legal certainty for the parties, both regulating the rights and obligations of the parties, as well as securing business transactions and regulating the pattern of dispute resolution that arises between the two parties. Thus, in the event of a dispute / defect regarding the implementation of the agreement (non performance of contract) between the parties, the legal document will be used as a reference for the settlement of the dispute.

The work contract agreement is intended to ensure that what the parties want to achieve can be realized in the work agreement. In this study, this study looks at the legal aspects of the terms of contracts made with employees by bank companies, which mostly do not protect the position of employees. In fact, a contract must be balanced and not burdensome to either party. Therefore, in this paper it is emphasized that what multiplication should be between contract employees and the company. Seeing the large use of contracted frontliners in the banking world, of course the author is very concerned. In addition, the author also works as a contracted frontliner at Bank X. What is special about this research from the others is that it sees a contract from one bank that is related to Indonesian law. Some of them look from the ways of respecting to know what needs to be changed for the new legal ways.

2 METHOD

This research was carried out by using a normative empirical juridical research type which means that company rules are taken against secondary data which is the basic material of the Indonesian Law (Law Number 13 of 2003 concerning Manpower and Law Number 2 of 2004 concerning Settlement of Relationship Disputes. Industrial) and company regulations for entrepreneurs. Information was obtained from several banks in the city of Medan by comparing Indonesian law which leads to conclusions about laws affecting the future.

The company is a bank where employment contracts are binding on employees compared to the law. The consequences of default or breach of promises in the contracts of bank frontline employees must be compared and legal remedies must be made to ensure that the rules are implemented and create a new analysis of the existing agreements. Furthermore, the suitability and differences between bank regulations and prevailing laws and regulations in Indonesia are compared and evaluated.

3 RESULTS AND DISCUSSIONS

3.1 Consequences for Front Liners Who Defaulted the Contract in the Work Agreement

Contract and covenant are the same term. Both have the same core, namely the existence of an agreement. There are two parties that agree to cooperate, which regulates the things promised and the obligations that must be obeyed when implementing the cooperative relationship. For both parties who agree to enter into a contract or agreement, the content must be legally valid and binding on both parties. The work agreement becomes null and void and is deemed to have never existed, if the work agreement is contrary to statutory regulations.

Frontliner contracts are designations of job positions in the company. In banking companies use the term frontliner where the job position is bound within a certain agreed period of time. Frontliner contract positions may include Customer Service and Tellers. The contract frontliner appointment mechanism must be in accordance with the general requirements for hiring employees and be based on a specific period of service agreed by both the employee and the employer.

The mechanism for appointing a contract frontliner to become a permanent frontliner is based on company needs. If the company needs it, it will be confirmed with a Decree on the Appointment of Workers to become permanent frontliners. However, to become a permanent frontliner, a worker must have served 2 (two) years as a contract frontliner.

If we look at frontliners in banks, it is clear that frontliners' jobs are not temporary or seasonal jobs, but main jobs. If it is related to a frontliner work contract at a Bank, it is clear that the agreement is legally canceled because it is against the law. Keep in mind, that voids can be in the form of an agreement as a whole or it can also be canceled only articles or provisions in an agreement that are contrary to law.

To be legally nullified means that the agreement has never existed. So the reference returns to what has been regulated in the Act. Based on the legal basis, workers can submit to the company to adjust the provisions in the work agreement with the applicable laws so that the rights of workers / labor as workers are not violated. In the event that there is no agreement between the worker / laborer and the employer, the worker / laborer can file a lawsuit at the Industrial Relations Court on the basis of a dispute over rights and request that the work agreement be adjusted to the applicable provisions.

In implementing a work agreement between an employer and a worker, an employment bond is required. In the work agreement there is an agreement between the two parties, which means that both will fulfill their respective rights and obligations and follow the contents of the agreement. However, in its implementation, sometimes there are disturbances or obstacles, such as the contents of the agreement not being carried out as determined (non-performance of contract). And if someone commits an act against the law, then the perpetrator can be given a sanction. The contractual performance in the work agreement can be in the form of:

- Not doing what the workers are able to do,
- Doing what was promised, but not exactly as promised,
- Did what was promised but not on time
- Doing something under the contract you should not do.

Against contract frontliners who are found to have violated an agreement or regulation (non performance of contract), the company has consequences for workers based on Law Number 13

of 2003 concerning Manpower. The consequences can include claims for compensation, warning letters, and even termination of employment depending on the extent of the violation. Termination of employment will be the last resort if there is a dispute in the employment relationship. The position of workers can actually be viewed from two aspects, namely from a juridical and socio-economic perspective. From a socio-economic perspective, workers need legal protection from the state against the possibility of arbitrary action by the employer.

Based on the provisions of Article 27 of the 1945 Constitution, every citizen is simultaneously placed in a legal and governmental environment. This provision is further stated in Articles 5 and 6 of Law Number 13 Year 2003 concerning Manpower. Article 5, that every worker has equal opportunity without discrimination to get a job. Article 6, namely every worker / laborer has the right to equal treatment without discrimination from the entrepreneur. The position between employer and worker is not the same, legally the position of free labor, but socially and economically, the position of labor is not free.

This unbalanced position causes workers to rely solely on the energy inherent in themselves to carry out their work. This situation creates a tendency for employers to do arbitrary things to workers. Legal protection for workers is needed because of their weak position. Workers need to be protected by the state through government interference. The form of protection provided by the government is by making regulations that bind workers and employers; fostering and supervising the industrial relations process.

The making of an employment agreement in a work relationship between workers and employers aims to provide legal certainty and legal protection to the parties. This is in accordance with the theory of work agreement and labor law protection theory. However, according to the results of the analysis the authors found that, in the consequences and forms of legal remedies, the non-performance of the contract in the work agreement is more in favor of the employer. The consequences of labor regulations are more about the consequences that occur on the part of the workers.

As for entrepreneurs, the consequences are not explained. The consequences for the company will only be penalized if they are violated, but the types of sanctions are not explained in detail. So that this can be used by employers to arbitrarily submit to workers / laborers. The government issues a law, the aim of which is to participate in protecting (workers) who are weak from the power of employers, in order to place them in a position worthy of human dignity. This goal will be achieved if the government issues laws that enforce and impose strict sanctions on employers who avoid it.

3.2 Legal Forms toward Defaults of Work Agreement Contract

Law is always attached to human life as an individual or society. With various roles, law functions to order and regulate social relations in society and solve problems that arise in social life. The main objective of the labor law is the application of social justice and its implementation is regulated by protecting workers from the unlimited power of the employer. The subject of labor law is a person consisting of workers / laborers and employers. Overall, problems that occur because one party does not respect what was promised, can lead to disputes that must be resolved legally.

In the manpower sector, disputes between employers and workers usually occur because of feelings of dissatisfaction with the rights or policies granted by the employer. UU no. 13/2003 concerning Manpower does not regulate the legal remedies that can be taken by the parties if there is a contract mismatch in the work agreement. However, these legal efforts are regulated separately in Law no. 2 of 2004 concerning Industrial Relations Dispute Resolution. There are several forms of legal action that can be taken by the parties in the event of a dispute due to non-performance of the contract in the work agreement, including through non-litigation and litigation channels or what is more commonly called legal channels.

3.2.1 Non-litigation Path

If the parties prefer to resolve the dispute in a good manner, then the non-litigation route is highly recommended because the problem solving technique is carried out outside the court. One of the ways that can be done to resolve legal disputes is by conducting bipartite negotiations, mediation, conciliation and arbitration. If there is a legal dispute in the work agreement, this non-litigation route takes precedence. The reason is, the technique of solving legal problems is carried out in a friendly manner.

To resolve industrial relations disputes between workers / laborers or groups of workers and employers, the first step is bipartite negotiation. The way bipartite negotiations work where all kinds of

disputes must be sought through deliberation. If the negotiations reach an agreement, the collective agreement is recorded at the Industrial Relations Court. On the other hand, if the negotiations do not reach an agreement, then one of the parties will record the dispute to the agency responsible for manpower in the Regency / City.

To carry out the dissemination, absolute requirements are needed, namely in the form of evidence or minutes. If the proof of negotiation is not available, the record will be rejected. Furthermore, given 30 (thirty) days to conduct bipartite negotiations. If the negotiations are finally brokered and an agreement is reached, a Collective Agreement will be made which will be recorded at the Industrial Relations Court. Negotiations do not result in an agreement with complete evidence, the parties will be offered a conciliator or arbitration settlement. If the parties do not choose or instead choose mediation, the dispute will be resolved in a mediation forum. To resolve disputes over rights, conflicts of interest, termination of employment, and disputes between groups of workers within one company, mediation negotiations are used. This mediation is carried out through discussions which are mediated by one or more neutral mediators.

To handle and resolve the four types of disputes, the mediators in the mediation negotiations are employees of government agencies appointed by the Minister. Where the mediator has jurisdiction in the Regency / City. Discussion is a dispute resolution technique used by mediators.

The mediator must issue written advice, negotiations do not result in mutual agreement. The Collective Agreement will be recorded at the Industrial Relations Court, the mediation recommendation results in an agreement of the parties. Conversely, if one of the parties rejects the mediation recommendation, the party refuses to submit a dispute to the Industrial Relations Court. To resolve conflicts of interest, disputes over termination of employment or disputes between groups of workers in one company are used through conciliation negotiations. This conciliation is carried out through discussion mediated by a neutral conciliator.

Handling disputes over interests, disputes over termination of employment, and disputes between groups of workers in a company. The conciliator in conciliation negotiations is someone who is not an employee of a government agency. But people who have been legitimized and appointed by the Minister, and have the same authority as mediators. To resolve disputes over interests and disputes between groups of workers in one company alone are used arbitration negotiations. Arbitration is carried out in writing with the consent of the disputing parties. The arbitration is brokered by an arbitrator and the arbitrator's decision is final.

Handling conflicts of interest and disputes between groups of workers who will become arbitrators, namely not employees of government agencies but people who have obtained legitimacy and are appointed by the Minister who has national authority. The way the arbitrator works in cooperation with other negotiations is to put forward the settlement in the discussion. A Collective Agreement will be drawn up and registered at the local Industrial Relations Court and the parties agree to peace. Conversely, if no agreement is reached, the Arbitrator will issue a final decision. These arbitration negotiations are voluntary. Industrial relations dispute resolution through arbitration institutions can occur because the two parties agree to resolve the dispute through arbitration.

3.2.2 Litigation Path

The litigation line is also called the legal route. This line is formed by the government to get equitable cooperation where the role of government is very important. There are several policies established by the government in the context of manpower development:

1. Establish a wage system that every company must follow. To support their family or themselves, every worker / laborer has the right to get wages from his work. The government establishes a wage policy that protects workers, namely Law Number 13 of 2003 concerning Manpower in Chapter 10 concerning wage arrangements with the aim of creating a decent life for every worker / laborer.
2. Ratify Company Regulations and Collective Bargaining Agreements. The Minister or the appointed official is given a maximum period of 30 (thirty) working days to comply with company regulations since the company regulation has been received. Applies The Minister or the appointed official has not ratified it. The minister or the appointed official is obliged to notify the regulator in writing that the company has not fulfilled the requirements in order to improve the company regulations. The employer is obliged to convey the revised company regulations to the Minister or the appointed official within a

period of at least fourteen working days from the date the employer receives the notification. Employers and workers / labor representatives agree that before the expiration date, changes to company regulations can be made. The results of these changes must have been approved by the Minister or the appointed official. The collective working agreement comes into force on the day of signing, unless the collective working agreement signed by the party making the collective working agreement is then registered by the employer at the agency responsible for manpower affairs.

3. Supervise and enforce labor regulations. The government is obliged to supervise and enforce labor laws in order to realize industrial relations. The responsibility is not only government but also workers and employers.
4. In the implementation of construction, the government fosters integrated and coordinated elements and activities of manpower by including employers 'organizations, workers' groups and related professional organizations. In accordance with applicable laws and regulations, the government, employers 'organizations, workers' groups and related professional organizations are allowed to carry out international cooperation in the field of manpower. The government will provide personal or institution that has contributed to the development of manpower in the form of a charter, money, and / or other forms.
5. Labor inspection is carried out by employees of the labor inspection. The employee is appointed by the Minister or official. These employees are required to have competence and independence to ensure the implementation of labor laws and regulations. Labor inspection is carried out by a separate work unit in the agency whose scope of duties and responsibilities in the manpower sector is in the central government, provincial governments and district / city governments as stipulated by a Presidential Decree. The work unit of labor inspection as referred to in the provincial government and district / city government is obliged to submit a report on the implementation of the labor inspection to the Minister whose reporting procedure is stipulated by a Ministerial Decree. Provisions regarding the terms of appointment, rights and obligations, as well as the authority of labor inspection employees must comply with the prevailing laws and regulations. In carrying out their duties, every employee of the labor inspector is obliged to keep all secrets and not to abuse their authority.
6. The socialization of labor regulations is the key to all the root problems that arise in work agreements. Socialists need a budget. A limited budget can affect and hinder the socialization of labor regulations. The socialization aims to make workers and employers aware of labor regulations. This aims to minimize violations that occur. The functions and roles of the Government in disseminating labor regulations are highly expected.

Optimizing the role of the government in manpower must be a priority scale because this is the key and root cause of the labor turmoil that has occurred in many regions. Hopefully everything can be done well and in accordance with the expectations for the creation of a healthy investment climate and equal distribution of welfare for workers as well as for employers themselves. The parties prefer to settle disputes through court channels, so this litigation route is highly recommended because the problem solving technique is carried out legally through the Industrial Relations Court.

The District Court which has the authority to examine, hear and give decisions on industrial relations disputes is the Industrial Relations Court. On the recommendation of the Chief Justice of the Supreme Court, the President will appoint the Chairman of the Industrial Relations Court. The Chairman of the Industrial Relations Court is the Chairman of the local District Court. The Panel of Judges consists of one Chairperson of the Panel of Career Judges, two Ad-Hoc Judges, each from an entrepreneur and a worker. Career judges are supreme judges who are active as judges in a judicial body under the Supreme Court who are nominated by the Supreme Court.

Ad-hoc judges are judges appointed on proposals from groups of workers and employers' organizations. Ad-Hoc Judges have the authority to examine, adjudicate, and impose decisions on industrial relations disputes. Based on Article 2 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, the Industrial Relations Court has the authority to handle four types of disputes, namely:

1. Rights dispute, there are rights that cannot be fulfilled in a work agreement, it is called a rights dispute. There are differences in the implementation or differences in interpretation

of the Law, Work Agreement, Company Regulation or Collective Bargaining Agreement, this will result in a dispute over rights.

2. Conflict of interest, there is an opinion that cannot be adjusted in a work agreement, so it is called a conflict of interest. Because there are differences of opinion regarding the creation and / or changes to the working conditions in the Work Agreement, Company Regulation, or Collective Bargaining Agreement, it will create a conflict of interest.
3. Employment termination dispute, one of the parties does not agree with the opinion on termination of employment, it will result in a termination dispute.
4. Disputes between groups of workers, mismatches of understanding between groups of workers in a company, then disputes will occur.

In accordance with Article 57 of Law no. 2 of 2004, the law applicable to the Industrial Relations Court is civil procedural law unless otherwise stipulated.

4 CONCLUSIONS

For frontliners, a contract that is proven to have violated an agreement or company order agreement (non performance of contract), the company will have consequences based on Law Number 13 of 2003 concerning Manpower. The consequences of labor regulations are more about the consequences that occur on the part of the workers. Whereas for entrepreneurs the consequences are not explained, therefore it is necessary to optimize the role of the government in employment. This must be a priority scale because it is the key and root cause of the labor unrest that has occurred in various regions as well as a form of legal remedies that the parties can take if one of the parties made defaults on the contract. In work agreements, there are two types, namely through non-litigation channels consisting of bipartite negotiation, mediation, conciliation, arbitration and through the litigation channel, namely the industrial relations court. These legal remedies are regulated individually in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

REFERENCES

Ali, M. Hatta., 2012. *Simple, Fast Justice&Light Charges Toward Restorative Justice*, PT. Alumni. Bandung.

Asakin, H. Zainal et all., 2006. *Labor Law Basics,* PT. Raja Grafindo Persada. Jakarta.

Bambang, R. Joni., 2013. *Employment Law*, Pustaka Setia. Bandung.

Barnard, Jacolien., 2010. Remedies of the Employee in Case of Breach of the Employment Contract, *International Journal of Contemporary Roman-Dutch Law,* Vol. 73, p. 130. https://ssrn.com/abstract=1796035

Brooks, Richard R.W. & Alexander Stremitzer., 2011. *Remedies Onand off Contract, International Journal ofYale Law Journal,* Vol. 120, p. 690-727. https://www.yalelawjournal.org/pdf/937_egq9j5vh.pdf

Ewing, K., 1993. Remedies for Breach of the Contract of Employment*, International Journal of Cambridge Law Journal*. Vol. 52Iss.3, p. 405-436. https://doi.org/10.1017/S0008197300099955

Feriansyah, Noer Azam Achsani., Irawan, Tony., 2018. The Effect of Financial Liberaliztion and Capital Flows on Income Volatility in Asia-Pacific. *International Journal of Bulletin of Monetary Economics and Banking (BEMP)*, Vol. 20 No. 3 January 2018. https://www.bi.go.id/en/publikasi/jurnal-ekonomi/Documents/BEMP%20Volume%2020%20Number%203%20January%202018.pdf

Hartman, Paul, Jeff Ogden, and Ross Jackson., 2020. Contract Duration: Barrier or Bridge to Successful Public-Private Partnerships?*, International Journal of Technology in Society*, Vol. 63, November 2020, 101403. https://doi.org/10.1016/j.techsoc.2020.101403

Hurley, R., Gong, Xue and Waqar, Adeela., 2014. Understanding the loss of trust in large banks, *International Journal of Bank Marketing*, Vol. 32 No. 5, pp. 348-366. https://doi.org/10.1108/IJBM-01-2014-0003

Hoffman, David A. and Cathy Hwang, 2020. The Social Cost of Contract, *International Journal of Penn Law*. 2188. https://scholarship.law.upenn.edu/faculty_scholarship/2188

Hovenkamp, Herbert J., 2020. Antitrust and Platform Monopoly. *International Journal of* Penn Law. 2192. https://scholarship.law.upenn.edu/faculty_scholarship/2192

Mulyata, Jaka., 2015. *Authenticity, Certainty, & Legal Consequences of the Decision of the Constitutional Court of the Republic of Indonesia Number: 100/PUU-X/2012 on Judicial Review Article 96 of Law Number: 13 of 2003 about Employment (Thesis)*, Universitas Sebelas Maret, Surakarta.

Michler, Jeffrey D. and Steven Y. Wub., 2020. Governance and Contract Choice: Theory and Evidence from Groundwater Irrigation Markets. *International Journal of Economic Behavior &*

Organization, Vol. 180, December 2020, Pages 129-147. https://doi.org/10.1016/j.jebo.2020.09.031

Pakpahan, Elvira Fitriani., 2017. Reconstruction Of Bonds Arrangements In Indonesian Capital Market Justice-Based Value international, *Internatonal Journal of Law Reconstruction*, Vol. 1, No 1 (2017). http://jurnal.unissula.ac.id/index.php/lawreconstruction/article/view/1638

Rudolph, Duane., 2020. Of Moral Outrage in Judicial Opinions, *International Journal of William & Mary Law School*, Vol. 26Iss. 2. https://scholarship.law.wm.edu/wmjowl/vol26/iss2/6

Shainesh, G., 2012. Effects of trustworthiness and trust on loyalty intentions: Validating a parsimonious model in banking*, International Journal of Bank Marketing,* Vol. 30 No. 4, pp. 267-279. https://doi.org/10.1108/02652321211236905

Soekanto, Soerjono & Sri Mamudji., 2001. *Normative Law Research (A Brief Overview)*, Rajawali Pers, Jakarta.

Wijayanti, Asri., 2017. *Post-Reform Employment Law*, Sinar Grafika. Jakarta.

Zambrano, Diego A., 2020. Discovery as Regulation, *International Journal of Michigan Law*, Vol. 119 Iss. 1. https://repository.law.umich.edu/mlr/vol119/iss1/3

Laws

Law Number 13 of 2003 *about Employment.*

LawNumber 2 of 2004*about Resolving Disputes in Industrial Relations.*