Legal Protection For Workers With EmploymentAgreement Unwritten To The Employer Company

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ABSTRACT

Labor is something that is needed by an employer company to help out its economic activities. There are provisions regarding work agreements that are differentiated based on the form of the agreement,so that every worker has rights that must be guaranteed by the company based on law. From this, the issues that will be studied are legal protection for workers with unwritten work agreements at the company, as well as legal remedies that can be taken by workers with unwritten agreements if there is a violation of their rights by the company. The research method used is normative legal research, namely legal research conducted by reviewing existing literature. By examining the problem by looking at the existing regulations and describing the problems that occur in practice or in everyday life in society. From the research conducted, it is known that legal protection for workers with unwritten work agreements at the employer company is regulated based on Law no. 13 of 2003 concerning Manpower, where basically the applicable work agreement is an unspecified time work agreement so that the rights obtained are based on the provisions of the law. Efforts that can be made in the event of a violation of the law in the employment relationship are based on Law no. 20 of 2004 concerning Settlement of Industrial Relations Disputes, namely in the form of Bipartite, Tripartite Negotiations and through Trials at the Industrial Relations Court.

Keyword : Company; Employment Relations; Worker.

ABSTRAK

Tenaga kerja merupakan sesuatu yang dibutuhkan oleh suatu perusahaan pemberi kerja untuk membantu kegiatan ekonominya. Terdapat ketentuan mengenai perjanjian kerja yang dibedakan berdasarkan bentuk perjanjian, sehingga setiap pekerja memiliki hak-hak yang harus dijamin oleh perusahaan berdasarkan undang-undang. Dari hal tersebut permasalahan yang akan dikaji adalah perlindungan hukum bagi pekerja dengan perjanjian kerja tidak tertulis di perusahaan, serta upaya hukum yang dapat ditempuh oleh pekerja dengan perjanjian tidak tertulis jika terjadi pelanggaran hak-haknya oleh perusahaan. Metode penelitian yang digunakan adalah penelitian hukum normatif, yaitu penelitian hukum yang dilakukan dengan meninjau literatur yang ada. Dengan mengkaji masalah dengan melihat peraturan-peraturan yang ada dan mendeskripsikan masalah-masalah yang terjadi dalam praktek atau dalam kehidupan sehari-hari di masyarakat. Dari penelitian yang dilakukan diketahui bahwa perlindungan hukum bagi pekerja dengan perjanjian kerja tidak tertulis di perusahaan pemberi kerja diatur berdasarkan UU No. 13 Tahun 2003 tentang Ketenagakerjaan, dimana pada dasarnya perjanjian kerja yang berlaku adalah perjanjian kerja waktu tidak tertentu sehingga hak-hak yang diperoleh didasarkan pada ketentuan undang-undang. Upaya yang dapat dilakukan apabila terjadi pelanggaran hukum dalam hubungan kerja adalah berdasarkan UU No. 20 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial yaitu dalam bentuk Bipartit, Perundingan Tripartit dan melalui Persidangan di Pengadilan Hubungan Industrial.

Kata Kunci : Perusahaan; Hubungan Kerja; Pekerja.

INTRODUCTION

The power and ability of the workers is what is needed by the job provider in run the company. The cause and effect of this is where in a time the work provider no longer requiresthe energy and abilities possessed by the workforce work so that the work provider can terminate the employment relationship with reason labor is no longer needed (Adillah & Anik, 2015; Asyahdie, 2013). Therefore, the government as a legislator can participate in protecting the weak worker from bad faith that conducted by the employer, in order to place him in an appropriate position in accordance with human dignity (Budiartha, 2016). In addition to the above, legal certainty also needs to be considered for workers who doesn't have an unwritten work agreement (Setyawati, Ali & Rasyid, 2017). Based on the above, this research is purpose to find out how legal protection for workers with an unwritten work agreement at the employer's company, and to find out what legal remedies can be taken by workers with an unwritten agreement in the event of a violation of their rights by the company.

Legal protection and human rights for workers are the fulfillment of basic rights thatare inherent and protected by the constitution as stipulated in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia which reads "Every citizen has the right to decent work for humanity", the economy is structured as a joint effort on kinship", thus a violation of basic rights protected by the constitution is a violation of human rights.[1]

Outsourcing can be said to be the utilization of labor to produce or carry out a job by a company, through a company/provider or labor dispatcher. This means that there are two companies involved, namely companies that specifically select, train and employ workers who produce a particular product/service for the benefit of other companies. Thus the second company does not have a direct working relationship with the workers who work for it,

[1] Barzah Latupono, *Perlindungan Hukum dan Hak Asasi Manusia Terhadap Pekerja Kontrak (OUTSOURCING) Di Kota Ambon,* Jurnal Sasi Vol. 17 No. 13 Bulan Juli-september 2013,hlm.59-69

and only work relations with companies that provide labor.[2]

Outsourcing activities are carried out by labor supply service companies that submit proposals to place workers to work in the intended company. If the company that uses the workforce is interested, it can agree by making a written work agreement between the company using the company and the company that distributes the workforce regarding the rights and obligations of the parties in the outsourcing implementation agreement.

However, from the workforce side, this condition often creates problems, especially the problem of uncertainty in employment relations. Outsourcing companies usually make contractual agreements with workers if there are companies that need workers. The contractis usually only valid as long as the work is still available, and if the contract is over or has ended, then the employment relationship between the worker and the outsourcing company also ends. In such conditions outsourcing companies usually apply the principle of no workno pay, ie workers will not be paid while they are not working, even though the working relationship between them has lasted for years. Regarding the Work Agreement here according to the systematic Civil Code (Civil Code), the Work Agreement is regulated in Chapter 7A Book III of the Civil Code with the title "Agreement to do work". The new work agreement entered into the 1926 Civil Code with Staatsblad 1926 No. 335, which entered intoforce on January 1, 1927.[3]

As for the work agreement, it can be distinguished in a broad sense covering 3 (three) typesof agreements :

a. Work Agreement (in the narrow sense)
b. Contract Agreement
c. Agreement to Perform Services

Meanwhile, what is meant by an employment agreement in a narrow sense is that an employment agreement is a form of an agreement to do work, an

[2] Siti Kunarti, *Perjanjian Pemborongan Pekerjaan (outsourcing)Dalam Hukum Ketenagakerjaan,*
Jurnal Dinamika Hukum Vol. 9 No. 1 Januari 2009 ,hlm.67-75

[3] Danamik,Sehat. *outsourcing & perjanjian kerja menurut UU No. 13 Tahun 2003 tentangKetenagakerjaan*, Jakarta :DSS publishing,2006,hlm. 6

agreement between a worker and an employer to do work for a fee. The difference between a work agreement and a contracting agreement and an agreement to perform services is that in a work agreement there is an element of government authority, whereas in a contracting agreement or an agreement to perform services there is no element of government authority.[4]

The gap between *das sollen* (necessity) and *das sain* (reality) in this outsourcing practice causes suffering for workers/laborers. According to Karl Marx, added value, that is, the profitthat increases from the value of the wages paid to the workers, has been stolen from them and into the pockets of the capitalists or financiers, because the difference between the wages paid to a worker produces a commodity, and in It is between the selling price of the commodity that is the added (value) meaning here is the profit which is not enjoyed by the workers and is only controlled by the owners of capital who, according to this theory, depend on the workers.[5]

Wages can be in the form of money, in the form of goods or services. Regarding wages in the form of money, Article 1602h of the Civil Code stipulates that payments must be made in legal tender in Indonesia, meaning in Indonesian currency. If the wage is determined in foreign currency, the calculation is carried out according to the exchange rate at the time and place of payment.

Wages in the form of daily necessities are called wages-in-kind or supply. Article 1602xof the Civil Code obliges the employer if a worker who lives with him is sick or has an accident during the course of the employment relationship but for a maximum period of six weeks, arrange for proper care and treatment, but this is not provided under other regulations.

To prevent restrictions on the freedom of workers in the use of their wages, employers are prohibited from binding workers so that their wages or other income is wholly or partly used in certain ways (Article 1601s of the Civil

[4] F.X. Djumialdi. , *Perjanjian Kerja*,Jakarta: Bumi Aksara,2001,hlm. 1-2

[5] Baqir Sharief Qorashi, *Keringat Buruh, Hak dan Peran Pekerja Dalam Islam, Penerjemah:* AliYahya, Penerbit, Jakarta: Al-Husada,2007,hlm. 71

Code). From this provision, an agreement is excluded where workers participate in funds, as long as the funds meet the conditions set by law (Article 1601s paragraph (2)).[6]

Legal protection for workers/laborers is given considering that there is a dienstvergoeding relationship between workers/laborers and employers, dienstvergoeding makes workers/laborers weak and marginalized in work relations, "Most of these marginalized groups can be identified from the parameters of their economic life which is very low, although not overall the marginalization has economic implications".[7]

Differences in economic and social position between workers/laborers and employers give rise to subordinative relations that are framed in work relations, giving rise to an unequal position between the two. It is in this context that the law is used as a means to provide protection for workers/laborers, because as a consequence of an employment relationship arises rights and obligations that must be safeguarded and protected by law.

The rules for submitting work are regulated in Law No. 13 of 2003, in articles 64-66 it is divided into two types, contract work agreements and the provision of worker services. Therefore, in the work agreement, workers must carefully study the contents of the work agreement with the company. In essence, there are two types of outsourcing, namely BPO (Business Process Outsourcing) which is synonymous with subcontracting and labor supply outsourcing or recruitment of laborers through labor distribution companies, in which there are different perspectives on outsourcing between workers and employers. These differences include the status of the employment relationship, wages received, the right to associate to social protection membership. Workers want the outsourcing work relationship to be abolished because it is detrimental to workers, while Lis capitalism wants the biggest profit.[8]

Therefore, uniformity is needed in understanding outsourcing in order to

[6] Iman Soepomo. *Hukum Perburuhan Bidang Hubungan Kerja,* Jakarta: Djambatan, 1980, hal. 78

[7] Harjono, *Konstitusi Sebagai Rumah Bangsa*, Penerbit Sekretariat Jenderal dan Kepaniteraan Mahkamah Konstitusi,2008,hlm.270

[8] Triyono,*Perlindungan Tenaga Kerja Kontrak dan Outsourcing Pada Industri Galangan Kapal Kota Batam,*Jurnal PKS Vol 15 No 3 september 2016,hlm. 235-244

find a match between fiqh and reality on the ground. The working relationship is the relationship between the entrepreneur and the worker/labourer based on a work agreement, which has elements of work, wages and instructions. The basis of the employment relationship is the employment agreement. The basis of the work agreement then appears the elements of work, wages and orders. The legal basis for outsourcing practices is identified with the intent of articles 64, 65 and 66 of Law No. 13 of 2003 concerning Manpower and Kepmenakertrans No. 101/Men/VI/2004 concerning Licensing Procedures for Workers/Labor Service Provider Companies and Kepmenakertrans No. 220/Men/X/2004 concerning Requirements for Handing Over Part of the Work Implementation to Other Companies, the latest Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No. 19 of 2012 as a substitute for the Republic of Indonesia's Manpower Decree No. 101 and No. 220 of 2004.[9]

Based on this, the regulation of workers' rights is very important in Indonesia's industriallife which is regulated in the labor law as an elaboration of Pancasila as the philosophy of the Indonesian Nation and the 1945 Constitution as the legal basis of the Indonesian constitution. The promulgation of the law as commander-in-chief and the nature of labor law regulates the working relationship between workers and employers, then regulations regarding employment are raised, these rules are in the form of the Manpower Law which includes Law No. 13 of 2003, Law No. 3 of 1992 concerning Workers' Social Security , Labor Law, Law No. 2 of 2004 concerning Industrial Relations Disputes, Law No. 21 of 2000 concerning Worker/Labor Unions and government regulations and government decisions related to the world of work.

A. FOCUS OF PROBLEM

From the description of the background above, the authors formulate the problem as follows :

1. How was the Legal Protection of Outsourcing Labor before Constitutional Court decision Number 27/PUU-IX/2011 and What are the obstacles arising in the legal protection of outsourced labor ?

[9] Darwis Anatami, *Perlindungan Hukum Tenaga Kerja Outsourcing*, jurnal AL-„ADALAH Vol.XIII, No. 2, Desember 2016,hlm. 205-214

2. How is the legal protection for outsourced labor after the verdict MK No 27/PUU-IX/2011 ?
3. What are the rights and obligations of workers and employers who makeunwritten/oral agreements ?

B. RESEARCH METHOLOGY

The research method used in this research is normative legal research. The problem approach used in this case uses two approaches, namely the conceptual approach and statutory affinity (Soekanto & Mamudji, 2006). The internal legal materials used in this studyconsist of primary legal materials, namely :

a) The 1945 Constitution of the Republic of Indonesia;
b) Code of Civil law;
c) Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower;
d) Law of the Republic of Indonesia Number 2 of 2004 concerning Settlement of IndustrialRelations Disputes;
e) Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration andAlternative Dispute Resolution;
f) Law of the Republic of Indonesia Number 3 of 1992 concerning Workers' Social Security;
g) Law of the Republic of Indonesia Number 1 of 1970 concerning Work Safety;
h) Law of the Republic of Indonesia Number 21 of 2000 concerning trade unions;
i) Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia Number: KEP.100/MEN/VI/2004 concerning Provisions for the Implementation of Certain Time Work Agreements.

And secondary legal material, namely legal material that provides an explanation and analysis of primary legal material which includes literature books, articles, papers and the internet related to legal protection for workers with an unwritten work agreement at the employer. The technique of collecting legal materials is carried out by studying literature using record cards and file systems, reading books, literature, reviewing various laws and regulations

related to employment and legal protection for workers with unwritten work agreements at the employer company (Sulistyowati & Shidarta, 2009). The collected legal material is then processed and analyzed by means of interpretation and legal arguments against a right and obligation in accordance with the nature of the data collected and then presented in a descriptive analysis manner, namely presented as is and given descriptionswith interpretations to be presented descriptively (Waluyo, 2002).

C. FINDING AND DISCUSSION

Article 51 paragraph (1) of the labor law explains that the work agreement will made byworkers with work providers can be made in written or unwritten form. The form of the agreement will affect the form of the working relationship between the employee and the employer work. In labor law there are two forms of agreements that can be made by workers and employers, namely in the form of work agreements for a certain time (PKWT) and in the form of an unspecified time work agreement (PKWTT). In Article 57 paragraph (1) of the law employment it is stated that the form of a work agreement for a certain time must be made in language Indonesian and use clear Latin letters. Therefore the employment agreement that has certain time limit, must use the agreement in the form of a written agreement. Then in paragraph (2) it is stated that the work agreement made for a certain time is made in unwritten form is contrary to the provisions referred to in paragraph (1) above, the work agreement made by the worker with the said work provider can be stated as a work agreement for an indefinite period of time. So it can be said that workers who do not have a written work agreement at the employer's company will have employment relationship with the employer company with a type of work agreement for an unspecified time.

All rights and obligations of workers follow the provisions contained in the law the provisions of the employment agreement for an unspecified time are as follows :

1. Article (6) states that every worker who works for a work provider has the right obtain equal treatment without discrimination from employers or other parties who related.
2. In Article (60) states that the time worker is not certain at the beginning of the relationship work on a probationary period of 3 (three) months and be paid not less than applicable minimum wage.
3. In Article (63), workers are entitled to obtain a letter of appointment from the company that it contains the following information :
   1. Name of worker and address of worker;
   2. The date the worker starts working;
   3. Type of work performed by workers; and
   4. The amount of wages received by workers.
4. Article (78) states that workers receive overtime wages in accordance with the provisions applicable between employers and workers
5. Article (79) states that workers are entitled to leave within 12 (twelve) working days, for workers with a working period of 12 (twelve) months and a break of 60 (sixty) working days for workers with 6 (six) years of service.
6. In Article (85) workers are obliged not to work on statutory holidays, if workers work on that day, the worker is entitled to receive overtime pay in accordance with thework agreement that has been agreed.
7. In Article (86), every worker has the right to obtain work safety, protection and occupational health, morals and decency, as well as in accordance with human dignityand according to religious values.
8. In Article (156), it is stated that workers are entitled to receive severance pay if Employers terminate employment for certain reasons.

These rights are an obligation for employers in conducting relationships Work with workers using an unwritten/oral agreement. Apart from having rights, of course Employees have an obligation to carry out work relations at the company where they work to obtain these rights. In the Civil Code, there are provisions provisions regarding workers' obligations set out in Articles 1603,

1603a, 1630b and 1603c, namely is as follows :

1. Workers have an obligation to do work, do the work is the main task of workers who must be carried out in order to obtain their rights as employees worker, but with the permission of the employer, the worker can give his job to representative.
2. Employees are obliged to comply with all rules and instructions from the employer carry out their duties or work.
3. Workers are obliged to pay fines and compensation if workers commit acts that can be detrimental to the employer either due to intent or negligence in accordance with labor law principles.

The articles mentioned above are some of the rights owned by employers who are accepted of workers which are rules or conditions that provide limits or rules for employees in carrying out their work obligations. The rights of the company are obligations for workers who have an employment relationship with the employer company. Then legal protection is the protection of violated human rights by others, thus causing the loss of human rights. Provision of protection The law is given to the community so that they do not lose their rights have guaranteed by law (Salihah, 2017). Legal protection is also an effort law given by law enforcement officials to the community in order to provide a sense of security both mentally, mentally and physically so as to avoid threats from unauthorized parties have good faith. In theory, there are 3 (three) types of protection in employment, namely :

1) Social Protection;
2) Technical protection;
3) Economical protection.

To carry out everything these provisions the government has used repressive protection by making a rule that regulates the settlement of disputes working relations with issued Law of the Republic of Indonesia Number 2 of 2004 concerning Settlement Industrial Relations Disputes (hereinafter referred to as settlement law industrial relations dispute). In Article 1 paragraph (17) it is stated that in settlement In this dispute, a special court was formed within the

district court environment who has the authority to examine, try and give decisions on disputes that occurs in industrial relations. Legal remedies that can be done by workers with an agreement unwritten in the event of a work relationship dispute is as follows :

1) Through bipartite negotiations carried out by workers with employer companies.
2) Through Tripartite negotiations, which in this case are distinguished into Mediation, Conciliation, and Arbitration
3) Through court proceedings.

1. Outsourcing Labor Legal Protection Before Constitutional Court Decision No. 27/Puu-Ix/2011

The background to the use of outsourced workers by companies is that the business world is always up and down so that companies benefit from using outsourced workers who are not permanent workers so that when companies are in a tight financial situation they can complete outsourcing work agreements with outsourcing service providers because they no longer need their services again. In contrast to permanent workers who when terminated (PHK) receive severance pay or other rights, outsourced workers when the contract is terminated between the company and the outsourcing service provider company do not get these rights, this places outsourced workers in a weak position on protection law on workers' rights.

Legal protection for workers is urgently needed, considering that the position of workers is in a weak position. Especially in realizing legal objectives, namely justice, benefits and legal certainty, legal protection becomes a representation of the functioning of the law. According to Satjipto Rahardjo, legal protection is to provide protection for human rights that are harmed by other people and this protection is given to the community so that they can enjoy all the rights granted by law (Raharjo, 2000).

The government in this case has a big role to play and provide legal protection in the world of employment for the rights of outsourced workers

which are increasingly being used by companies. One of the fulfillments of the government's role in providing legal protection for outsourced workers can be seen from the passing of Law Number 11 of 2020 concerning Job Creation (Work Copyright Law) by the DPR RI on 5 October 2020 which was enacted on 2 November 2020 impacting on several changes provisions in previous legislation, one of which is Law Number 13 of 2003 concerning Manpower (UUK). In this case the Job Creation Law has deleted 29 articles, changed 31 articles, and inserted 13 articles contained in the UUK (DA, n.d.). Deletions, changes and additions to several articles in the Job Creation Law have implications for changing provisions for outsourced workers, namely the abolition of Articles 64 and 65 of the UUK through Article 81 point 18 and 19 of the Job Creation Law, as well as changes to Article 66 of the UUK in Article 81 point 20 of the Job Creation Law.

The presence of Article 81 point 20 of the Job Creation Law has delegated further arrangements for outsourcing and worker/labor protection which have been followed up with the issuance of Government Regulation No. 35 of 2021 concerning Work Agreements for Specific Periods, Outsourcing, Working Time and Rest Time, and Termination of Employment (PP 35/2021). Therefore, with the legal changes to agency workers following the entry into force of the Job Creation Law, it is very important to further study the legal protection that can be provided for the rights of agency workers from the application of this regulation.

2. Legal Protection For Outsourced Labor After The Verdict Court Decision No. 27/Puu-Ix/2011

Legal Protection for Outsourced Workers After the Constitutional Court's Decision No. 27/PUU-IX/2011 By Applying the Transfer Principle Protection According to the ruling, in principle, workers who carrying out work in an outsourcing company should not lose their constitutional rights. Therefore there must be assurance of certainty that the relationship between workers and outsourcing companies that protect workers and employers do not abuse outsourcing contracts. To guarantee protection of workers' rights

mentioned above is not enough just to Certain Time Work Agreement (PKWT) only because the position or bargaining position of workers is weak as a result of oversupply of labor work.

3. Rights And Obligations For Workers And Employers Who Make Unwritten/Oral Agreements

All rights and obligations of workers follow the provisions contained in the law the provisions of the employment agreement for an unspecified time are as follows :

1. Every worker who works for a work provider has the right obtain equal treatment without discrimination from employers or other parties who related.
2. States that the time worker is not certain at the beginning of the relationship work on a probationary period of 3 (three) months and be paid not less than applicable minimumwage.
3. Workers are entitled to obtain a letter of appointment from the company that itcontains the following information :
   1. Name of worker and address of worker;
   2. The date the worker starts working;
   3. Type of work performed by workers; and
   4. The amount of wages received by workers.
4. States that workers receive overtime wages in accordance with the provisions applicable between employers and workers.
5. States that workers are entitled to leave within 12 (twelve) working days, for workers with a working period of 12 (twelve) months and a break of 60 (sixty) working days for workers with 6 (six) years of service.
6. Workers are obliged not to work on statutory holidays, if workers work on that day, the worker is entitled to receive overtime pay in accordance with the work agreement that has been agreed.
7. Every worker has the right to obtain work safety, protection and

occupational health, morals and decency, as well as in accordance with human dignity and according to religious values.

8. Stated that workers are entitled to receive severance pay if Employers terminate employment for certain reasons.

These rights are an obligation for employers in conducting relationships Work with workers using an unwritten/oral agreement. Apart from having rights, of course Employees have an obligation to carry out work relations at the company where they work to obtain these rights. In the Civil Code, there are provisions provisions regarding workers' obligations set out in Articles 1603, 1603a, 1630b and 1603c, namely is as follows :

1. Workers have an obligation to do work, do the work is the main task of workers who must be carried out in order to obtain their rights as employees worker, but with the permission of the employer, the worker can give his job to representative.
2. Employees are obliged to comply with all rules and instructions from the employer carry out their duties or work.
3. Workers are obliged to pay fines and compensation if workers commit acts that can be detrimental to the employer either due to intent or negligence in accordance with labor law principles.

D. CONCLUSION

Every human being has equality and equality before the law, both as workers and employers. Both of these parties in social life have an important role. With the existence of entrepreneurs, the wheels of the country's economy can continue to revolve, even entrepreneurs can continue to run their businesses by employing labor in their implementation. This relationship is called a working relationship. In accordance with the Labor Law, the employment relationship is based on a work agreement. In implementing this work agreement, there are two types of agreements, namely written and oral agreements. In statutory provisions it is called a Specific Time Work Agreement and an Unspecified Time Work Agreement. Several things that differentiate them are regarding duties,

employers' rights to workers and workers' rights to employers. Specifically in matters concerning legal protection for workers with an unwritten work agreement at the employer company are as follows :

1. Legal protection for workers with an unwritten work agreement at the employer's company is clearly regulated by law. In Article 57 paragraph (1) of the Manpower Actis mentioned that the form of a work agreement for a certain time must be made in Indonesian and use clear Latin letters. Therefore work agreements that have a certain time limit, must use the agreement in the form of a written agreement. Then in paragraph (2) it is stated that a work agreement made for a certain time made in an unwritten form is contrary to the provisions referred to in paragraph (1) above, so the work agreement made by the worker with the work provider can be stated as a work agreement for an indefinite period of time. So referring to this matter, workers with unwritten agreements are legally permanent employees of the employer's company. So based on Article 63 paragraph (1) of the Labor Law, the employer company is required to provide a letter of appointment which is the worker's right with an unwritten agreement. Under the terms of the unspecified work agreement, the worker will receive his rights and obligations as a permanent employee at the employer's company.
2. Legal remedies that can be taken by workers with an unwritten work agreement in the event of an employment dispute are as follows :
    1. Through bipartite negotiations conducted by workers with the employer.
    2. Through Tripartite negotiations, which in this case are divided into Mediation,Conciliation and Arbitration.
    3. Through the court process.
3. Legal remedies that can be taken by workers with unwritten agreements in the event of a dispute in employment relations are as follows :
    1) Through bipartite negotiations carried out by workers with the

employer.

2) Through Tripartite negotiations, which in this case are divided into Mediation,Conciliation and Arbitration
3) Through court proceedings.

E. RECOMMENDATION

Employment is an important thing in the development of our country. Requireda spirit of togetherness and unity in the implementation of economic activities. One of the most important things is how the employee's relationship with the company can run well. Companies in carrying out activities require workers. When in the implementation of the relationship work, employers do not pay attention to workers' rights, of course these workers will not work with good. This will certainly have an impact on the results of business activities. However, due to job competition so tight, the workforce simply accepts a job offer. Even without one clear agreement (unwritten agreement) the workforce will accept it because economic crush. Indeed, to bear the rights of permanent workers is very heavy and tedious substantial costs.

Company of course can first provide a trial period for determine whether the workforce he receives can carry out his duties properly, that thing has been regulated in law. But if the company is not continuously requires a large workforce, there is a written agreement between the worker and the company will provide a good solution between both parties. In practice, the government should pay attention to the workforce. By providing training and strict education in order to obtain good human resources and can be placed in strategic fields required by the state.Of course, in this case the goal is power the work can work well and carry out their obligations with breed as well. The government is also obliged to provide socialization that is useful for workers regarding their rights and obligations and the importance of having a trade union as a place to make sure the implementation of working relations goes well. Oversight from the government is certainly necessary in the implementation of work relations and ensure that the existing provisions are in accordance with eradevelopment.

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