JURIDICAL REVIEW OF FOOTBALL PLAYERS EMPLOYMENT CONTRACT WITH CLUB IN LEAGUE 1 INDONESIA (A REVIEW OF THE CLUB RBP COACH’S DJ CASE)

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THESIS ADVISOR RECOMMENDATION LETTER

This thesis entitled “JURIDICAL REVIEW OF FOOTBALL PLAYERS EMPLOYMENT CONTRACT WITH CLUB IN LEAGUE 1 INDONESIA (A REVIEW OF THE CLUB PBR COACH’S DJ CASE)” prepared and submitted by Raka Achmad Pradana in partial fulfillment of requirement for the degree of Bachelor of Law in the Faculty of Humanities has been reviewed and found to have satisfied the requirements for a thesis fit to be examined. I therefore recommend this thesis for Oral Defense.

Jakarta, Indonesia, February 1st, 2018

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DECLARATION OF ORIGINALITY

I declare that this thesis, entitled “JURIDICAL REVIEW OF FOOTBALL PLAYERS EMPLOYMENT CONTRACT WITH CLUB IN LEAGUE 1 INDONESIA (A REVIEW OF THE CLUB PBR COACH’S DJ CASE)” is to the best of my knowledge and belief, an originality piece of work that has not been submitted either in whole or in part, to another university to obtain a degree.

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PANEL OF EXAMINERS APPROVAL SHEET

The Panel of Examiners declares that the thesis entitled “JURIDICAL REVIEW OF FOOTBALL PLAYERS EMPLOYMENT CONTRACT WITH CLUB IN LEAGUE 1 INDONESIA (A REVIEW OF THE CLUB PBR COACH’S DJ CASE)” that was submitted by Raka Achmad Pradana majoring in Law from the Faculty of Humanities was assessed and approved to have passed the Oral Examination on Cikarang, Indonesia.

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ABSTRACT

The issues of industrial relation dispute has became an attention of many parties, one of them is about the issue of foreign professional football coach in Indonesia which is unpaid. This research aims to analyze the football player contract with Club in League 1 Indonesia (a review of the Club RBP coach’s DJ case). This research used typology of analytical descriptive. The data for this research were collected from primary sources which is a direct interview with former of legal director of PSSI as well the secondary data such as text books, internet literature, journals, law and regulations and other literature sources. The result of this research is whenever there is emptiness of law, the that has to be used is the national law that relates to the dispute.

Keywords : Industrial Relation, Football, Manpower Law, Employment Contract.
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CHAPTER I

INTRODUCTION

1.1 Background

The industrial relation dispute become the thing that attracts many parties, especially from the industrial relation observer’s perspective\(^1\). The reality of each person as workers sometimes does not match with his/her expectations. The industrial relation dispute such as conflicts of worker, violence, fraud, arbitrary dismissals, non-standard wages, are so complex. Those cases are important to gain the human right perspective for the sake of worker’s protection\(^2\).

One of an interesting case from the perspective of worker protection in Indonesia can be seen from the chaotic conditions of this country's football. One of them is the case of foreign professional football coach salaries in Indonesia that are not paid and delinquent. The reason this happens is the lack of legal protection

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\(^1\) Katon Baskoro, *Industrial Conflict in the relation between workers and entrepreneurs (Case Study Mechanism of Industrial Conflict in the relation between workers and entrepreneurs in the company “X”, Malang, Scientific Journal of the Faculty of Social Sciences and Political Science UB, 2014)* page 3.

of professional football coaches and understanding of professional football coaches about their rights. There is a dispute and anxiety about what to do where to complain and who should be responsible.

The case started on Tuesday 11 April 2017, Daniel Darko Janackovic and his legal counsel Henry Indraguna came to the PSSI office. Henry Indraguna came to ask PSSI to be the mediator of the salary case made by PBR to Darko. Darko as a former coach of Pelita Bandung Raya (PBR), has been coach of Persib Bandung from 2012 until 2013. Darko with his legal counsel Henry Indraguna reported the PBR to Polda Metro Jaya on a suspected fraud case.

This report received by police with LP / 1804 / IV / 2017 / PMJ / Ditreskrimum number 3. Darko did not receive the PBR treatment which gave him a blank check. In fact, the number of unpaid wages reached Rp1, 8 billion. The Darko continued to the PSSI office to ask for clarity whether the highest federation of Indonesian football will help to solve this problem. Then, it turns out PSSI willing to mediate from this case 4.

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4 Salary Cases Ex-PBR Coach Complain to PSSI accessed through http://www.viva.co.id/bola/liga-indonesia/904874-kasus-tunggakan-gaji-eks-pelatih-pbr-mengadu-ke-pssi-nbsp, on September 4, 2017, at 3;18 PM.
If reviewed under the Law No. 13 of 2003 on manpower, the professional football coach is the workers and the provisions in the law. Because according to Article 1 Sub-Article 3 of the Manpower Law, mentioned that: “Pekerja/buruh adalah setiap orang yang bekerja dengan menerima upah atau imbalan dalam bentuk lain”. But there are disagreements about this. There are those who argue that in this case, the Manpower Law applies to players or even professional football coaches. But, another suggestion that the Manpower Law cannot apply to football coaches, as a specialty in the world of sports, including the law, it is known as Lex Sportive⁵.

As a football coach contract clause with a football club there is explicitly mentioned that the football coach contract is special and not subject to the Manpower Law. Dimtiros Panagiotopoulos states that, “… Lex Sportiva is a legal order, which incorporates state-adopted law and the law adopted by the national and international bodies representing organized sport. These bodies operate to the standards of unions and in the context of the autonomy granted to such bodies and operate within states in a pyramid-like fashion and at international level in the form of a special relation linking them to the relevant international sports federation. The law produced in this manner is thus a law which is, in

⁵ Hinca IP Panjaitan, Problems and Challenges of the Sports World in Indonesia and Its Relevance to Legal Aspects, Depok, paper Seminar on Development of National Sports Law Faculty of Law University of Indonesia, 2010), page. 6
essence, non-national law, which claims for itself direct and preferential
application within sports legal orders and the par excellence law in sports life”\textsuperscript{6}.

The opinion about \textit{Lex sportive} is also called global sport law. Ken Foster
explains that “Global sports law, by contrast, may provisionally be defined as a
transnational autonomous legal order created by the private global institutions
that govern international sport”.\textsuperscript{7} It is a sui generis set of principles created from
transnational legal norms generated by the rules, and the interpretation thereof,
of international sporting federations. This is a separate legal order that is
globally autonomous. This implies that international sporting federations cannot
be regulated by national courts or governments. They can only be self-regulated
by their own internal institutions or by external institutions created or validated
by them. Otherwise, they enjoy a diplomatic-type immunity from legal
regulation\textsuperscript{8}.

\textit{Lex Sportive} is a regulation made by the center of sports organizations
(FIFA, FIBA, BWF, etc.), like the organization's AR / ART or sport organization
statutes where each member of the organization must submit to the AD / ART or
statute. Standard clause is an agreement whose format has been made by one of
the more dominant parties and the other party

\textsuperscript{6} Lex Sportiva, accessed through http://www.lexsportiva.co.id/?lang=&page=content&ids=6&id=29,
on September,5 2017, at 15:20.
\textsuperscript{8} Ken Foster, \textit{Lex Sportiva: What is Sports Law?}, \textit{Entertainment Law, Vol. 2, No. 1, Spring, 2003),
page. 1–18.
just agreed to it. It is said to be "standard" because neither the agreement nor the clause can and may not be negotiated or bargained by the other party.

Based on cases of an industrial relation between Darko and PBR clubs, it can refer to the element of the industrial relation that must be workers, The salary. The existence of orders and the existence of a certain time, then the elements have fulfilled. In addition, football coaches have also fulfilled the weaker elements as contained in Article 1 Number 3 of the Manpower Law. But, if a football coach forces to obey towards the Manpower Law then there are things that less accommodating. Like, the liability-rights relation between PSSI, club and football players to call the coach for the national team, along with work time, and so on.

Football coaches obligated to follow the Manpower Law, if the football coach is not obey to the Manpower Law as stated in the contract clause, it means that the football coach applies the contract law and the market mechanism happen or the protection of football coach is not guaranteed because its left to the market mechanism. Thus, the position of a football coach is weak and has a low bargaining value. therefore, the bargaining position of the club is strong and can play the value of the coach contract to low and the various rights of coaches are reduced in the contract. If it reaches that conditions, it will appear the problem, the qualified and talented football coach will not want to be a coach for football players in Indonesia and the achievement of Indonesian Football will decrease. It has to be known that the purpose of the basic policy in Manpower Law is to
protect the weak one side. The weak party in this case is the coach who is symbolized as a worker of the employers arbitrary action from PBR employers which can occur in the industrial relation with the purpose of providing legal protection and bringing in social justice.

Dispute resolution between the football coach and the RPB football club is also problematic. It is referred to law number 2 of 2004 on Industrial Relations Dispute Settlement, the problem of delayed salary of the coach is completed in the Industrial Relations Court, meanwhile if it completed through the arbitration not all disputes can be settled by arbitration, only disputes between unions / labor unions in one company which can be resolved through an arbitration line. Meanwhile in FIFA and PSSI rules trusted to resolve disputes through forums provided by FIFA or PSSI, one of them is arbitration. Article 88 of Law No. 3 of 2005 on the National Sports System states that settle disputes is resolved through:

1. The settlement of sporting disputes is conducted through deliberation and consensus by the other organization of the sport;
2. In the case of deliberation and consensus as referred to in Paragraph (1) not reached, dispute resolution can be pursued through arbitration or alternative dispute resolution under the regulations.
3. If the dispute resolution as referred to in sub-article (2) is not reached, dispute resolution may be conducted through a court under it is jurisdiction.

in line with passaging the article what is humbled in the settlement of the third item dispute, “Apabila penyelesaian sengketa sebagaimana dimaksud pada...
ayat (2) tidak tercapai, penyelesaian sengketa dapat dilakukan melalui pengadilan yang sesuai dengan yurisdiksiya”. The proper courts of jurisdiction are related to absolute competence. Courts entitled to handle industrial settlements include the District Court, the Industrial Relation Court or the special court of the sport⁹.

Likewise, in the statutes PSSI Article 70 Paragraph 1 mentioned, that:

“PSSI, Anggota (termasuk Pelatih), Pemain, Ofisial, serta Agen pemain dan Agen pertandingan tidak diperkenankan mengajukan perselisihan ke Pengadilan Negara dan badan arbitrase lainnya serta alternatif penyelesaian sengketa lainnya, kecuali yang ditentukan dalam Statuta ini dan peraturan-peraturan FIFA. Setiap sengketa harus diajukan kepada yurisdiksi FIFA atau yuridiksi PSSI.

Based on the statute of PSSI Article 70 Paragraph 1 above, in the FIFA and PSSI statutes, it stated that every member be forbidden to solve the dispute through the National Court or the ordinary court, but must resolve the dispute through the dispute resolution forum which has provided in the statute, except permitted by such statute. In sports law, in football, there are several dispute settlement forums provided by FIFA, such as arbitration. Arbitration provided by FIFA itself of many kinds, such as a National Dispute Resolution Chamber, Dispute Resolution Chamber to the highest is the Court of Arbitration for Sport in Switzerland. While at the national level, there are PSSI Arbitration and Player Status Committee.

⁹ When referring to Hinca Panjaitan's opinion on the pages hukumonline.com, stated that, "The words of the court under its jurisdiction means the judicial system of the institution itself. (Article 7) The state does not intervene, so the sports center creates its own judiciary "accessed through http://www.hukumonline.com/berita/baca/lt4d58665641c8a/hinca-panjaitan-apbd-for- football-the obligations-constitutional -state, On August 30, 2017, at 11:24 pm."
The question is, the issue is the number of the cost of dispute settlement at the arbitration institution that may not be comparable to what is in dispute. Because the cost of settling disputes through arbitration is too expensive. National Dispute Resolution Chamber Institution, which an arbitration institution whose cost is cheap has not been established in Indonesia because there are disputes that cannot be established NDRC, such as the dualism of Indonesian football association APPI (Association of Professional Footballers Indonesia) which recognized by FIFpro and APSNI (Association of Indonesian National Footballers) recognized by PSSI not by FIFPro.

So, there is a problem, where on one side the football coach cannot resolve the dispute through the national court but must resolve the dispute through the settlement forum that has been set by the statutes of FIFA and PSSI. However, the cost of dispute settlement at the dispute settlement institution set FIFA or PSSI as arbitration cost is too high, so it is not balanced with the number of salary in the dispute. In fact, in the contract agreement, there has been no uniformity in the selection of dispute resolution forums\textsuperscript{10}. This makes it difficult for the coach to ask for the responsibilities of PBR football club officials.

Based on the above background, the writer will take the title is JURIDICAL REVIEW OF FOOTBALL PLAYERS EMPLOYEE CONTRACT WITH

\textsuperscript{10} APPI (Association of Professional Indonesian Players) mentioned that there is a uniformity of forum options specified in their contracts, which indicates that PSSI is not detailed in this process, even in some contracts whose legal choices are also outside FIFA rules.
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1.2. Research Questions

Based on the description of the background of the problem in advance, then the research questions which want to be proposed in this study are as follows:

1. How is the law enforcement mechanism related to employee contracts football players with clubs in league 1 Indonesia viewed from the DJ’s case?

2. How is the arrangements of the employment agreement of players as arranged In PSSI Regulation number 01 / PO-PSSI / I / 2011 and circular FIFA no. 1171 on professional football player contract minimum requirements viewed from manpower regulations in Indonesia?

1.3. Objective and significances of researches

1.3.1. General Objectives

This research aims to examine in more depth the employee contract of foreign workers in terms of Indonesian legislation and manpower regulations PSSI and FIFA manpower regulations.

1.3.2. Specific Objectives

Based on the research questions, the purpose of this study includes:
1. To know the Law Enforcement Mechanism Associated With Contract Employment Football Players With Clubs In League 1 Indonesia Viewed From The Darko Case.

2. Relating of rules of employment agreement of players as arranged in rule PSSI number 01 / PO-PSSI / I / 2011 and Circular FIFA no. 1171 on professional football player contract minimum requirements under labor regulations in Indonesia.

1.4 Operational Definitions

1. Industrial relation is the relation between employers and workers based on employment agreement which has elements of work, orders and wages.\textsuperscript{11}

2. The elements of work
   a. The existence of work elements or job
   b. The existence of command elements
   c. The existence of pay elements

3. Manpower any person capable of performing work to produce goods and or services either to meet the needs of themselves or for the community.\textsuperscript{12}

4. Workers' Right is a must to be received by a worker / laborer after doing a diligent work that takes up energy and thoughts because by

\textsuperscript{11} See Article 1 Sub-Article 15 of Law no. 13 of 2003 on Manpower

\textsuperscript{12} See Article 1 paragraph (2) of Law no. 13 of 2003 on Manpower
getting rights it can be used to improve the living standard of the worker / laborer and his family\textsuperscript{13}.

5. Obligating is a good achievement in the form of an object or service, which should do by a person because of position or supposed\textsuperscript{14}.

6. Indonesian workers are every Indonesian citizen eligible to work abroad in employment for a certain period by receiving salary\textsuperscript{15}.

7. Foreign workers are any non-Indonesian citizen capable of performing work, both inside and outside of employment, to produce services or goods to meet the needs of the community.

8. Employment agreement of certain time a specific time employment agreement is:

   a. The employment agreement is made for a certain time or for an indefinite period. The employment agreement for a specified time as referred to in paragraph (1) shall be based on a period of time; or completion of a particular job\textsuperscript{16}.

\textsuperscript{13} Soedarjadi. \textit{Rights and Obligations of Workers-Employers}. Yogyakarta. Reader of Yustisia, 2009), page. 34
\textsuperscript{14} Lalu Husni, \textit{Introduction of Manpower Law in Indonesia}, Jakarta: PT. Raja Grafindo Persada, 2003), page. 64
\textsuperscript{15} Article 1 section (1) of the Law. No. 39 of 2004 on the Placement and Protection of Indonesian Migrant Workers Abroad
\textsuperscript{16} See Article 56 of Law no. 13 of 2003 on Manpower
9. Uncertain time employment agreement is a employment agreement for a specified time as referred to in paragraph (1) shall be based on a period of time; or completion of a particular job\textsuperscript{17}.

10. The settlement of industrial relations disputes through the Industrial Relations Court is a special court which is in the general judicial environment.

11. Outside Industrial Relations Settlement through out-of-court settlement such as Bipartite, Mediation, Conciliation and Arbitration.

12. FIFA manpower regulations

Based on the FIFA Regulations on the Status and Transfer of Players of 2014 there are two player statuses, whether he/she is an amateur or professional\textsuperscript{18}.

1.4. Writing purposes

1.4.1. Theoretical Uses

Writing on settle manpower disputes against football players in League 1 Indonesia is mainly related to terminate the contract in terms of the Manpower Law. This research is expected to be a reference develop an employment agreement that serves as a tool or means to solve manpower problems, especially about the clauses of contract termination responsibility in settling pay salary. Through this writing is expected to emerge a thought

\textsuperscript{17} Article 56 of Law Number 13 of 2003 on Manpower
\textsuperscript{18} FIFA Regulation on the Status and Transfer of Players, Article 2 Paragraph 2
about settlement payment of salary in employment that can protect workers who usually prejudiced.

1.4.2. Practical Functions

Through this research, it is useful to evaluation material related to the regulation arrangement of responsibility of contract termination in settling payment of wage arrears for related parties, House of Representatives, Ministry of Manpower, and others.

1.5 Research Methods

Research methods include the following:

1.5.1 Forms of Research

This study uses a type of normative legal research. Normative legal research is a legal research conducted based on the norms and rules of legislation\(^{19}\).

1.5.2 Research Typology

Research conducted by researchers on a juridical review of employee contract football player with Club in League 1 Indonesia using a descriptive-analytical research typology\(^{20}\), which describes the dispute according to what can capture by the senses and then analyzed under the concepts and theories that exist in provisions of the legislation.

1.5.3 Data Types and Kinds of Legal Material


\(^{20}\) Soerjono Soekanto, *Introductons of legal research*, Cet 3, (Jakarta: Publisher University of Indonesia, 1986), page. 50
In this study, the main source is the legal material not the data or social facts because in the study of normative law studied is a legal material that contains the rules that are normative\(^\text{21}\). The main source used in normative legal research is the legal material not the data or social facts because in the study of normative law studied is the legal material that contains the rules that are normative\(^\text{22}\). The legal substance used in this study is the primary legal material called the legislation. To explain the primary law materials, used secondary legal materials in the form of books, theses, theses, journals, and articles got from the print media, such as newspapers and magazines, or from the internet.

1.5.4 Legal Material Collection Technique

According to Deni SB. Yuherawan, the collection of legal materials carried out with the following stages:

1. To record legal searches and legal preparations material accurately;
2. Understanding and criticize;
3. Using the snowball technique (extending existing knowledge);
4. Organizing and classifying\(^\text{23}\).

Based on the theory, the technique of collecting legal materials in this research begins by recording the search and preparation of legal materials from formulated issues raised. Then understand and a criticizing the legal

\(^{21}\) Bahder Johan Nasution, *Legal Research Methods*, Bandung: Mandar Maju, 2008), page.86

\(^{22}\) Bahder Johan Nasution, *Op.cit*

\(^{23}\) Deni SB. Yuherawan, "Legal Research", (paper presented at Workshop on Legal Research Methodology, organized by Law Study Program, Department of PMP-KN, Unesa, Surabaya, on Thursday June 05, 2014).
material to associated with formulated the dispute. Next, using the snowball technique (by multiplying the legislation and linking it between laws and regulations that one with other laws and regulations).

1.5.5 Legal Material Processing Technique

The collected legal materials will be processed and studied in depth to get a complete and clear picture of the issues studied. Processing of legal materials do by classifying primary law materials and secondary legal materials that has collected under the problems studied. The legal material that have collected is then identifying and classifying by source and hierarchy.

1.5.6 Form of Research Results

Research reports generated from this research under the typology of his research, the report with a descriptive-analytical form\textsuperscript{24}.

1.6 Systematically of writing

To help the discussion and preparation of this thesis the writers compiled a priority sequence of discussion chapter by chapter to form a systematically of writing a description, the sequence of discussion in preparation of this thesis is as follows:

\textbf{CHAPTER} This chapter is an introduction that outlines background, research questions, objectives of study, significances of research, research authenticity, research methods and

\textsuperscript{24} Soerjono Soekanto, \textit{Loc.Cit}
systematically of writing.

CHAPTER II
In this chapter, it is describe the literature review describing the literature used in this study, covering the concept of employment, termination of employment contracts and employment responsibilities.

CHAPTER III
In this chapter, the first is describes the analysis and discussion which is contains the discussion of normative analyzed issues that contain the regulation of the responsibility of PBR football club officials in deciding the coach's contract in terms of the Civil Law constitution. Second, an analysis of the responsibilities of PBR football club officials in settling the payment of salary to the coach.

CHAPTER IV
This chapter explained about conclusions the results of research and discussion that are linked to existing theories and regulations and suggestions that are inputs or solutions to the problem of this study.

CHAPTER V
This chapter contain conclusion and suggestion.
CHAPTER II

LITERATURE REVIEW

Theories on manpower concepts are known through two theories of Lewis, who argue that overwork is an opportunity and not a problem\textsuperscript{25}. The advantages of workers in one sector will contribute to the growth of output and the supply of workers in other sectors.

The second theory is Fei-Ranis, which is associated with developing countries that have characteristics as excess workers, unprocessed natural resources, most of the population is employed in agriculture, unemployment, and high population growth rates\textsuperscript{26}.

According to Fei-Rans there are three stages of economic development under the conditions of workers’ surplus. First, where the pseudo-unemployed (who do not add agricultural output) is transferred to the industrial sector with the same institutional payments. Second, the stage where agricultural workers include an output but produce less than the institutional salaries they earn, transferred to the industrial sector. Third, the stage marked is begun of self-sufficiency growth in time.

\textsuperscript{25} Subri, Mulyadi. \textit{Human Resource Economics in Development Perspective.} Jakarta: PT. Rajagrafindo Persada. 2003), page. 90
\textsuperscript{26} Ibid. Page 95
agricultural workers produces an output better than the institutional payments acquisitions\textsuperscript{27}.

A. Industrial relations

1. Definition and elements of industrial relations

Article 1 number 15 of Law no. 13 of 2003 of Employment states that the industrial relation is a relation between employers and workers based on the Employment agreement which has elements of work, orders and wages. In a company, a female worker works based on their ability to develop business run by employers in the workplace work. The workers work under the Employment agreement in the company. The Employment agreement is made between the workers and the entrepreneurs who form an agreement between the two parties. Employment agreements made and agreed upon by both parties shall contain the rights and obligations of each party\textsuperscript{28}.

The Rights and obligations of the parties between workers and employers as stated in the employment agreement shall be made under the applicable law. Based on the above explanation, talking about the industrial relation cannot be separated from the Employment agreement because the terms of the industrial relation must have an Employment agreement, because it’s got to some elements of the industrial relation that is:

\textsuperscript{27}Ibid. Page 97
\textsuperscript{28}Soetomo, Social Problems and Their Solving Efforts, Yogyakarta, Pustaka Belajar, 2008), page.21.
a. The existence of work elements

An industrial relation must have a contracted occupation (the object of the agreement), the work must do by the worker, it is only with the permission of the employer may order others. This is explained in the Civil Code of Article 16 number 03 which states that "the worker must do his own work only with permit the entrepreneur it can have the third person replace it". The nature of the work by the worker is very personal as it relates to skills and expertise according to the law if the worker dies then the employment agreement is broken by law.\(^{29}\)

b. The existence of command elements

The manifestation of work given to workers by employers is that the worker concerned shall be subject to the employer's to do the work under the contract. Differences in work relations with other relations, such as doctor's relationship with his patient, lawyer with his client. The relation is an industrial relation because doctors or lawyers allow non-compliance with patient or client orders.\(^{30}\)

c. The existence of wage elements

Wage has played an important role in industrial relations (the Employment agreement) can even be said the main purpose of a person working for an entrepreneur is to earn wages. So if there is

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\(^{29}\) Sudjana dan Eggy, *Fate and Struggle of Workers in Indonesia*, Jakarta, Renaissan, 2005), page.23.

\(^{30}\) Abdul Khakim, *Fundamentals of Manpower Law Indonesia*, Bandung, Citra Aditya Bakti, 2009), page.45
no element of wages, then a relation is not an industrial relation. Like a prisoner who is required to do a particular job and a hotel student doing field parenting at the hotel, not an industrial relation. \(^{31}\)

2. Workers

a. Definition

Article 1 paragraph (2) of Law no. 13 of 2003 of Employment states that the workforce is anyone is capable of doing work to produce goods or services to meet their own needs and for the community. \(^{32}\) So what means by the workforce is the person looking for a job or already doing the work that produces goods or services that already meet the requirements or age limits set by the Law which aims to earn wages for the needs of daily living.

The population of a country is divided into two groups, workers and non-workers. According to DR Payaman Simanjuntak in his book "Introduction to Human Resource Economics" the workforce is already working people, who are looking for a job, and who carry out other activities like going to school and taking care of the household. The notion of workers and not, according to him is only

\(^{31}\text{Ibid, page 48}\)

\(^{32}\text{Subijanto, The Role of the State in Workers Relations of Indonesia, Journal of Education and Culture (vol 17 no 6, 2011), page. 708}\)
distinguished by the age limit. So what means by the workforce that is individuals looking for or have done work that produces goods or services that already meet the requirements or age limits set by the law that aim to earn the results or payments for daily living needs.

B. Rights of Workers

Workers are the main capital and implementation of community development Pancasila. The most important goal of community development is the welfare of the people, including workers. Workers as executors of development should guarantee their rights, regulated their obligations and developed their skills. Several kinds of worker rights in implementing industrial relation that must give, among others:

1) Rights to received salary.
2) Rights to get a year off and permit for illness
3) Rights to get wages even though it does not work
4) Rights to get extra wages
5) Rights to get social security
6) Rights to get occupational safety and health protection
7) Rights to received religious holiday allowance
8) Rights to form trade union organizations
9) Rights to get freedom of expression
10) Rights to file demands in industrial relations disputes

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11) Rights for workers who are does not want to work. So the right is something that a worker must accept after doing an active work that waste a lot of energy and thought because getting the right can improve the living standard of the workers and his family.

C. Obligations of workers

Obligations are a good achievement in the form of an object or service, which should do by a person because of position. The obligations of the workers are as follows:

1) Obligations to do the work

Workers must do the work, doing the work is the main task of the workers to do by himself, though with permission of the employer can represent.

2) Obligation complies with the rules and directives of employers

Workers must comply with the rules and instructions of employers, in doing the work of the workers must obey the instructions given by the employers. Rules that must obey by workers should be set forth in the company's rules so it becomes clear the instructions. Workers in doing their work are obliged to always comply with company regulations that have been made by employers.

3) Obligations to pay a fine

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34 Soedarjadi. Rights and Obligations of Workers-Employers. Yogyakarta. Pustaka Yustisia, 2009), page. 34
35 Lalu Husni, Introduction of Manpower Law Indonesia, Jakarta: PT. Raja Grafindo Persada, 2003), page. 64.
36 Darwan Prinst, Manpower Law of Indonesia, Citra Aditya Bakti, Bandung, 1994), page 23
If the worker does any act which harms the company because of intent or negligence, then under the legal principle of the worker shall pay compensation or fine.

B. Workers

1. **Indonesian workers**

   Indonesian Workers according to Article 1 number (1) to the Law. No. 39 of 2004 on the Placement and Protection of Indonesian Workers Abroad, Indonesian Workers are every Indonesian citizen eligible to work abroad in employment for a certain period by receiving wages. In addition, Indonesian workers are Indonesian citizens of both men and women who engage in economic, social, scientific, artistic, and sporting professional activities and training abroad on land, sea and air within a certain period based on an employment agreement that is an agreement between workers and employers and in writing both for a certain period and for an indefinite time which has the terms of employment, rights and obligations of the parties.\(^{37}\).

2. **Foreign workers**

   Define foreign workers can view from all sides, where one of them determines the contribution to the region in the form of retribution and also determines the legal status and the forms of approval in imposing retribution. Foreign Workers are any non-Indonesian citizen capable of

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\(^{37}\) Subijanto, *Peran Negara Dalam Hubungan Tenaga Kerja Indonesia*, Jurnal Pendidikan Dan Kebudayaan (vol 17 no 6, 2011), hml 708
performing work, both inside and outside of employment, to produce services or goods to meet the needs of the community\textsuperscript{38}.

Define foreign workers in terms of law (Authentic definition), which in Article 1 number 13 of Law number 13 of 2013 on Employment explained that: "Foreign workers are foreign citizens visa holders intending to work in the territory of Indonesia".

According to Budiono, there are several purposes of placement of foreign workers in Indonesia, namely\textsuperscript{39}:

1. Meeting the needs of skilled and professional workers in certain fields that cannot be filled by Indonesian workers.
2. Accelerate the process of national development by accelerating the process of technology transfer or the transfer of knowledge, especially in industry.
3. Provide an expansion of employment opportunities for Indonesian workers.
4. Increasing foreign investment to support development capital in Indonesia.

The purpose of using foreign workers is to meet the needs of skilled and professional workers in a certain field that cannot occupy by local workers and as a stage in speeding up the process of national and regional development by speeding up transferring science and technology and increase foreign investment

\textsuperscript{38} Abdul Khakim, \textit{Op.Cit}, page.27
\textsuperscript{39} Budiono, Abdul Rachmat, 1995, \textit{Labor Act In Indonesia}, . Jakarta, PT. Rajagrafindo Persadah. page 115
against exist foreign workers as a supporter of development in Indonesia although
in fact the companies that exist in Indonesia to be a foreign private or national
private companies must use the expert of the Indonesian nation itself\textsuperscript{40}.

C. Employment agreement

1. Employment agreement of Certain Time

   Certain working time agreements are mentioned in Article 56 of Law
   number 13 of 2003 concerning workers stated:

   1) Employment agreement is made for a certain time or for an indefinite
      period.

   2) Employment agreement for a specified time as referred to in paragraph
      (1) shall be based on:

      a. Time period or

      b. Completion of a certain job

   In addition, the Employment agreement of Certain Time is stipulated in the
   Decree of the Ministry of Manpower and Transmigration of the Republic of
   Indonesia Number: KEP.100 / Men / VI / 2004 on Provisions of the Employment
   agreement of Certain Time state that a specific Employment agreement, PKWT,
   an employment agreement between workers and the employer to prove an
   industrial relation within a certain time or for a particular worker.

   The same definition mentioned that the PKWT is an employment agreement
   between a worker and an employer to carry out a work predict to complete within
   a short time, which a maximum duration of two years, and may only extend once

\textsuperscript{40} HR Abdussalam, 2008, \textit{Manpower Law}, Penerbit Restu Agung, Jakarta, page.322
for the same time as the first employment agreement, provided that all agreements must not exceed three years\textsuperscript{41}.

PKWT is must registered by the entrepreneur to the agency responsible for manpower of the local Regency / City no later than seven working days since signing\textsuperscript{42}. And PKWT is a conditional agreement, that is (among others) required that it must make in writing and Indonesian language, with the threat that if not made in writing and Indonesian, it will declare as Employment agreement of Uncertain Time (PKWTT)\textsuperscript{43}.

Types of work Certain Time One-time or temporary work;

a. The work is estimated to be completed by no later than 3 (three) years;

b. Seasonal work; or

c. Works related to new products,

d. New activities or additional products that are still under trial or assessment.

2. Employment agreement of Uncertain Time (PKWTT)

Uncertain time an employment agreements are also mentioned in Article 56 of Law Number 13 of 2003 on Manpower.

\textsuperscript{41} Article 3 paragraph (1) and 2) Kepmennakertrans Number : KEP.100/MEN/VI/2004
\textsuperscript{42} Article 13 Kepmennakertrans Number :KEP.100/MEN/VI/2004
\textsuperscript{43} Article 57 paragraph (2) in law. No. 13 of 2003 on manpower
1) Employment agreement is made for a certain time or for an indefinite period.

3) Employment agreement for a specified time as referred to in paragraph (1) shall be based on:
   a. Time period or
   b. Completion of a certain job

Unspecified term employment agreements also described in Article 1 point 2 of the decree of the Ministry of Manpower and Transmigration No. Kep.100 / Men / VI / 2004 on Provisions of the Employment agreement of Certain Time within is an employment agreement between workers and employers to show an industrial relation is fixed. An unspecified period of employment may need 3 (three) months as described in article 60 of Law no. 13 of 2003 on Manpower

1. An employment agreement for an indefinite period may require a maximum period of 3 (three) months' probation.

2. In the period of the work trial referred to in paragraph (1), employers are prohibited from paying wages below the prevailing minimum wage.

   As the aforementioned explanation of the aforementioned Article, If the contract is termed for an indefinite period 3 (three) months each party may terminate its employment with notice of termination under Article 1603 I of the Civil Code.

   **Types of working:**
   a. May require a trial period of 3 (three) months;
b. In probation the employer is prohibited from paying salary below the applicable minimum Wage; or

c. An employment agreement is made in writing, if made orally, the employer is required to produce a letter of appointment for the worker concerned.

D. Settling of workers disputes in Indonesia

The major and important workers strike that followed the strike emerged after recognize sovereignty, as the workers and the people with a full awareness of personal price diverted their attention toward the struggle in socioeconomic. But, due to the ongoing strike which caused security and to disrupted, the Military Regulation was issued on 13 February 1951 Number 1 on the Settlement of Workers Disputes. Then the government Law Number 16 of 1951 on Workers Dispute Settlement. The government Law was lifted, then the government made the Law. No. 22 of 1957 on the Settlement of Workers Disputes. Until finally, the Government made the Law. No. 2 of 2004 on Industrial Relations Dispute Settlement that replaces the earlier rules in Law no. 22 of 1957 of the Settlement of Workers Disputes and Law no. 12 of 1964 on Termination of Employment in Private Companies gives fresh air to the perpetrators of the production process (workers, employers, and government). This is because the way of completion is

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simpler, faster, has a legal force, is not convoluted, and binds the parties\textsuperscript{46}.

For workers experiencing a right to disputes, interests, and termination of employment may make a claim under the rules of applicable law. The writer will describe settle industrial relations either through the industrial relations courts or outside the court.

1. **The Settlement of Industrial Relations through Courts**

The Industrial Relations Court is a special court which is in a general judicial environment, writerized and writerized to examine and decide upon:

a. At the first level concerning rights disputes and dismissal disputes;

b. At the first and final level of interest disputes and disputes between trade unions within a company\textsuperscript{47}.

Based on the law number 2 of 2004 on the Industrial Relations Dispute Settlement, Industrial Relations Court established for the first time at every District Court in every provincial capital having a legal areas covering of the province and the Supreme Court at the appeal level. For populated districts, it is also an Industrial Relations Court of the local District Court.

The composition of the judges of the Industrial Relations Court at the District Court comprises of Judges, Ad-Hoc Judges, Young Clerks and

\textsuperscript{46} Lalu Husni, *Introduction of Manpower Law Indonesia*, Jakarta. print 9, Grafindo Persada, 2009, page. 48

Substitute Registrars. Where the Chair of the Industrial Relations Court is the Chairman of the local District Court, with the Panel of Judges comprising one Speaker of the Judges of the Career Judge, two members of the Ad-Hoc Judge each of the entrepreneurs and workers elements appointed by the Head at suggest the Supreme Court Chief Justice.

While compose judges in the Supreme Court comprises of Supreme Court Justices, Supreme Court Justices Ad-Hoc and Registrar. For eligible to be appointed an Ad-Hoc Judge to the Industrial Relations Court and Ad-Hoc Judge of the Supreme Court, it must meet the requirements as defined by law. Likewise, an Ad-Hoc Judge may not serve and has been determined by law.

The procedural law applicable to the Industrial Relations Court is a civil procedure law applicable to courts within the general court of law except where there are matters regulated in Law number 2 of 2004 on Industrial Relations Dispute Settlement. The litigants in the Industrial Relations Court shall not be charged any fees, including the execution fee if the suit is under Rp 150,000,000.00 (one hundred and fifty million rupiah) in the proceedings.

50 Maimun, *Loc.Cit*
The lawsuit at the Industrial Relations Court was conducted with regular and quick event checks. Examination through regular events includes the following stages:\footnote{Adrian Sutedi, \textit{Labor Act}, Jakarta, Sinar Grafika, 2009, page 135}{52}:

a. Lawsuit;

b. Defendant's answer;

c. \textit{Replik} (plaintiff's response to the defendant's answer);

d. \textit{Duplik} (response of the defendant to the plaintiff's \textit{replik});

e. Proofing (letters and witnesses);

f. Conclusion of the parties, and

g. Judge's verdict

The settlement of industrial relations disputes through the courts is conducted by suing whose legal areas includes the worker's place. Whereby file a lawsuit must be accompanied by a treatise of settlement through mediation and conciliation. If the lawsuit is not accompanied by such a treatise, the Industrial Relations Court shall return the claim of the plaintiff\footnote{Maimun. \textit{Op.Cit}, page 174}{53}. In the event of a dispute involving over one plaintiff may be filed by granting special powers. Workers and employers' organizations may act as legal representatives for a law in the Industrial Relations Court to represent their members\footnote{Zaenie Asyhadie, \textit{Op.Cit}, page 162}{54}.

The judge who accepts file the lawsuit required to examine the contents of the lawsuit and if there is any shortage, the judge asks the
plaintiff to refile his lawsuit. Then, the Head of the District Court must have established a Panel of Judges who will examine and decide upon the industrial relations dispute no later than seven days after receiving the lawsuit. After the Panel of Judges has established, the Chief Judge shall have determined the hearing within no later than seven days from meet the assembly.

The judge summons the parties to the dispute to come to the proceedings, by a summons, in which the summons called party or through another person must be made with a receipt. However, if either party or even both parties cannot present without a justifiable reason at the first hearing, the Chief Judge shall decide the next day of the hearing by no later than seven working days from the postponement of the first hearing in which delayed can only do at most twice.

The plaintiff or his legal counsel if it does not appear before the court at the last hearing, then his lawsuit deemed void, but still given the opportunity to sue once again. As for the defendant or his legal counsel who did not come to the last hearing, trial, the judges can still examine and decide the case without exist the defendant.

Besides regular hearings, the Industrial Relation Court also known for speedy checks. In Article 98 paragraph (1) to Law number 2 of 2004 on Industrial Relations Disputes Settlement states:

55 Ibid. Hlm 131
56 Maimun, Loc.Cit
57 Adrian Sutedi, Loc.Cit
"Apabila terdapat kepentingan para pihak dan/ atau salah satu pihak yang cukup mendesak yang harus dapat disimpulkan dari alasan-alasan permohonan dari yang berkepentingan, para pihak dan/ atau salah satu pihak dapat memohon kepada Pengadilan Hubungan Industrial supaya pemeriksaan sengketa dipercepat."

The applications are made with quick event checks, then within seven working days of receipt of ask, the Head of the District Court shall issue a determination on the grant or not the request\(^\text{58}\). Against such the determination cannot be used for legal activities such as an appeal, cessation or judicial review because of only a determination. As referred to in Article 98 paragraph (1) is granted, the Head of the District Court within seven working days of issuing the stipulation referred to in paragraph (2) shall decide the Panel of Judges, the day of the session and the time of the session without going through the inspection procedure\(^\text{59}\).

Civil cases are not well-known for quick checks, all cases settled using checks with regular events. The rapid examination is known in a criminal case for a light criminal investigation with a maximum penalty of three months or a maximum fine of Rp 7,500 (seven thousand and five hundred rupiah), and investigate cases of traffic violations, but expenses incurred on a much larger than those established by law.

2. **Industrial Relations Outside of Court**

\(^{58}\text{Ibid. page 133}\)

\(^{59}\text{See article 99 paragraph (1) in law No. 2 of 2004 on Industrial Relations Dispute Settlement}\)
Besides industrial relations settlement in court, the writers cite several ways of settling industrial relations disputes through outside-of-court settlement such as Bipartite, Mediation, Conciliation and Arbitration.

1. Bipartite

Industrial relations disputes must attempted to resolve them first through bipartite negotiations by deliberations for consensus. Such dispute resolution is the best dispute resolution because each party can speak and can get its own satisfaction because there is no interference from third parties. In addition, bipartite settlement of disputes can reduce costs and save time. That is why law number 2 of 2004 on Industrial Relations Dispute Settlement Article 3 requires bipartite negotiations by deliberation for consensus beforehand in any industrial relations dispute before being submitted to the dispute settlement institution.

Based on provisions of Article 1 number 10 of the Law. No. 2 of 2004 on Industrial Relations Dispute Settlement, bipartite negotiation is a negotiation between worker / laborer or labor / worker union with the entrepreneur to settle industrial relations disputes. Bipartite efforts are regulated in Articles 3 through Article 7 of the Act. No. 2 of 2004 on Industrial Relations Dispute Settlement. Settlement of disputes through bipartite shall be settled no later than thirty working days from the start of the negotiations. If within thirty days one party refuses to
negotiate or has negotiated, but has not agreed, then bipartite negotiations are deemed to have failed\textsuperscript{60}.

If in bipartite negotiations agrees, a binding agreement is made which shall become law and shall be implemented by the parties. In the event that a collective agreement (PB) is not executed by either party, the aggrieved party may apply for an execution to the Industrial Relations Court at the District Court in the area of the collective agreement (PB) registered determine execution\textsuperscript{61}.

If bipartite negotiations fail, one or both parties may record their dispute to the responsible agency in local employment by attaching evidence that bipartite negotiation efforts have made\textsuperscript{62}. If such evidence is not attached to a bipartite settlement treaty, the agency shall return the file to complete no later than seven days after receipt of the refund\textsuperscript{63}.

Based on Article 6 paragraph (2) of the Act number 2 of 2004 on Industrial Relations Disputes Settlement shall be governed by minutes of negotiations which read as follows:

“The minutes of negotiations referred to in paragraph (1) shall at least include”:

a. Full name and address of the parties

\textsuperscript{60} Asri Wijayanti, 2014, \textit{Manpower Law Post-Reformation}, Sinar Grafika, Jakarta, page 185
\textsuperscript{61} Adrian Sutedi, \textit{Op.Cit}, page 110
\textsuperscript{62} Asri Wijayanti, \textit{Loc.Cit}
\textsuperscript{63} Zaeni Asyahadie, \textit{Op.Cit}, page 150
b. Date and place of negotiations

c. Subject matter or reason for dispute

d. Opinion of the parties;

e. Conclusion or the result of negotiations; and

f. Date and signature of the negotiating parties.

The absence of a third party of a bipartite settlement shows the process being carried out is a negotiation. Where negotiation is a two-way communication designed to agree when both parties have different interests. Negotiation is a means for the parties to the dispute to discuss the settlement without involved the mediating third parties, either of which not criticized to take a decision (mediation) or the writer ties (arbitration and litigation)\(^{64}\).

The typical characteristic of negotiation is the bargaining between the parties, where the bargain is relative and depends on several things\(^{65}\):

a. How your needs are against your opponent.

b. How others need you.

c. How to alternate both sides and

d. What is the perception of the parties about the needs and choices?

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\(^{64}\) Suyud Margono, *Business Dispute Resolution: Alternative Dispute Resolutions*, Bogor, Ghalia Indonesia, 2010), page 49

To negotiate a good and successful negotiation strategy or tactics required, where every negotiator required to know their own lowest ability and the opposing party's ability to bargain. Besides negotiating, negotiators should try to find information from other parties to bargain which will basis for estimating the ability of others.

In Law no. 22 of 1957 On the Settlement of Workers Disputes, bipartite system is a peaceful try between workers and employers (entrepreneurs) or seeking a peaceful settlement of disputes by way of negotiations. If the company has SPSI (All Indonesian Workers Union), then the interests of workers represented by SPSI, but if not yet, the workers represent their own interests.66

However, if the parties to the dispute cannot settle on their own and are not willing to settle it by arbitration by the jury (separating council) then by the parties or by either party notified in writing to the employee of the ministry of manpower appointed by the minister of manpower to give intermediation in industrial relations disputes.67

Upon receipt of the notice, the Ministry of Manpower and Transmigration officials investigate the siting of the dispute case and caused, no later than seven days from receipt of the notice, if the employee is of the opinion that a dispute cannot settle by its intermediary, then the matter by the employee shall submit to the

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66 Darwan Prinst, Manpower Law of Indonesia, Bandung, PT Citra Aditya Bakti, 1994), page. 182.
67 Ibid.
Regional Committee, by notifying the matter to the disputing parties. But if the negotiations between the two parties resulted in an agreement, then the agreed agreement shall be drawn up into an employment agreement that has the force of law as a regulation and shall exercise by the parties to the treaty.

2. Mediation

The dispute settlement efforts through mediation regulated in Articles 8 through Article 16 of Law no. 2 of 2004 on Industrial Relations Dispute Settlement. Mediation is intervene a dispute by an acceptable, impartial and neutral third party and assisting the disputing parties to reach a voluntary agreement on the disputed matter. The settlement of disputes through mediation shall be conducted by a mediator at each office of the agency responsible for the workers’ affairs of the Regency / City.

The settlement of industrial relations disputes through mediation under Article 4 to the Law. No. 2 of 2004 on Industrial Relations Dispute Settlement, preceded by the following stages:

a. If bipartite negotiations fail, one or both parties register their disputes with the agency responsible for the local employment field by enclosing evidence of bipartite settlement efforts already in place;

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68 Ibid.
b. Upon receipt of the records, the agency responsible for the employment field shall offer the parties to agree to elect settlement through conciliation or arbitration;

c. If within seven days the parties do not make a choice, the agency responsible for the manpower field delivers the settlement to the mediator.70

The Government appoints a mediator in charge of mediating the dispute between workers and employers where the appointment and accommodation of mediators are stipulated by the Ministry of Manpower.

Based on the accepted provision, dispute settlement through mediation has none element of coercion. The parties ask of the mediator to aid in resolve the conflict. Therefore, the mediator has no writers to compel, is only obliged to meet or reconcile the parties to the dispute and about position assisting the parties to agree which can only decided by the parties to the dispute.

Based on provisions of the Law. No. 2 of 2004 on Industrial Relations Dispute Settlement, in the mediation of the dispute settlement, the mediator must have conducted a sit-in study and shall hold a mediation hearing within no later than seven working days after receiving the dispute over the dispute. Within a period of at least thirty

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workdays from the receipt of the dispute, the mediator shall have completed the mediation work.

The mediator may summon witnesses or expert witnesses to attend the mediation session to be heard. Any person questioned by the mediator in the mediation session shall be obligated to give it including showing the required evidence or letters, such as a book on wages, employment agreements, overtime warrants, and so on. If the party requested this information is not willing to offer it, it may be subject to a one-month and a maximum of six months' imprisonment and a fine of at least Rp 10,000,000.00 (ten million rupiah) and a maximum of Rp 50,000,000.00 (fifty million rupiah)\(^{71}\).

If a mediation agreement is reached, a joint agreement signed by the parties and saw by the mediator to register with the Industrial Relations Court at the District Court in the territory of the parties shall agree to get the Certificate of Joint Agreement. Witnesses or expert witnesses who come to meet the call in the mediation session shall be entitled to reimbursement of travel expenses and accommodate which the number is stipulated by a Ministerial Decree.

The statements got from the testimony of witnesses and expert witnesses shall keep confidential by the mediator. However, if no agreement reached in dispute resolution through mediation, then:

a. Mediator issued written advice;

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\(^{71}\) Maimun, *Op. Cit.*, page 154
b. Written prompts referred to in the letter a within no later than ten working days of the first mediation session shall be communicated to the parties;

c. The parties shall have to give written reply to the mediator whose content approves or rejects the written advice within no later than ten working days after receiving written advice

d. Persons who do not give their opinion as referred to in letter c are considered to reject written advice;

e. In the event that the parties agree to the written recommendation referred to in the letter a, within three working days at the latest from the written recommendation approved, the mediator shall have completed assisting the parties to make the Collective Agreement and then registered in the Industrial Relations Court at the District Court in the jurisdiction the parties enter into a Joint Agreement to get the deed of proof of registration\textsuperscript{72}.

If the Registered Agreement has made, but it does not execute by either party, the aggrieved party may request the execution to the Industrial Relations Court at the District Court in the territory of Joint Agreement registered to determine the execution\textsuperscript{73}. But, if apply the execution domiciled outside the District Court of the Joint Agreement,


\textsuperscript{73} Agusmidah, \textit{Op.Cit}, page. 154
then the applicant of the execution may apply for the execution to the Industrial Relations Court at the District Court in the domicile territory of the execution applicant and may forwarded to the Industrial Relations Court at the competent District Court to carry out the execute.

3. **Settlement through Conciliation**

Conciliation through this conciliation made through one or more persons or bodies as mediators called conciliators by bringing together or providing facilities for the disputing parties to settle their dispute. The conciliator takes part in providing solutions to the disputed issues.

Industrial Relations Conciliator has settled interest disputes, dismissal or between workers / labor unions in only one company through deliberations mediated by one or more neutral conciliators. Because the term "Industrial Relations Conciliator" is one or more who fulfills the requirements as a stipulated by the Minister is in charge of conciliation and shall give reported information to the contending parties to settle disputes of interest, dismissal or between workers / labor unions in one company.

The procedure for settling disputes through conciliation is not much different from the procedure of dispute resolution through

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74 See Article 1 number 13 In constitutions No. 2 of 2004 on Industrial Relations Dispute Settlement
75 Article 1 number 14 In constitutions No. 2 of 2004 on Industrial Relations Dispute Settlement
mediation, settling disputes outside the court to conclude the agreement of the disputing parties. Likewise, with the term of the settlement, the law provides a settlement time of at least thirty workdays from the moment the receipt of the dispute resolution asks is the same as the mediation dispute settlement process. It should note that, unlike mediators, a conciliator is not a government employee.

The conciliator may conciliate after getting a license and is registered with the office of the agency responsible for the regency / city manpower affairs. Disputes can handle through conciliation are disputes of interest, dismissal disputes and disputes against workers in one company.

The conciliator is not granted authority in resolving rights disputes and sometimes questioned by some circles. One reason for this is that there will be impress a monopoly of authority and / or doubt on the ability of the conciliator to deal with rights / legal disputes, whereas the requirement to be a conciliator besides having experience in industrial relations for at least five years also controls legislation in the field employment as mandated in Article 19 paragraph (1).

Conditions to be fulfilled by a conciliator are as follows:

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78 Zaeni Asyhadie, Op.Cit, page. 117
a. Faithful and devoted to God Almighty

b. Indonesian citizens;

c. Aged at least 45 years old;

d. Educated at least Strata One (S1);

e. Able-bodied according to doctor's certificate;

f. Writeritative, honest, fair, and behaving;

g. Having experience in the field of industrial relations for at least five years, namely:

1) Settlement of industrial relations disputes;

2) Industrial relations dispute resolution lawyers;

3) Union officer / union or employers' organization;

4) Legal consultant in the field of industrial relations;

5) Managers of human resources in the company;

6) Lecturers, faculty, and researchers in the field of industrial relations;

7) Speakers in seminars, workshops, symposia and others in the field of industrial relations;

h. Mastering the laws and regulations in the field of manpower;

i. Other conditions stipulated by the Minister.

If a potential conciliator does not meet the five-year experience for any of activities, the five-year experience may take into incorporation account of some activities as showed by the certificate of
the head of the agency responsible for the workers’ affairs of the
district.

Based on provisions of the Law. No. 2 of 2004 on Industrial
Relations Dispute Settlement, the settlement of the dispute through
conciliation shall be made in the following manner79:

a. Settlement by the conciliator is executed after the parties have
   submitted a written completion request to a conciliator
   appointed and agreed upon by the parties;

b. Within a maximum of seven days after receiving a written
delegation of dispute resolution, the conciliator should have
   conducted of research on the siting of the case and by no later
   than the eighth business day the first conciliation session shall
   be held;

c. The conciliator may summon witnesses or expert witnesses to
   attend the conciliation session for questioning;

d. In the event of an industrial relations dispute settlement through
   conciliation, a Joint Agreement concluded by the parties and
   witnessed by the conciliator and on the list of the Industrial
   Relations Court at the District Court in the jurisdiction of the

79 See Article 18 paragraph (1), article 20, article 21 paragraph (1) UU. No. 2 of 2004 on Industrial
Relations Dispute Settlement
parties entering into a Joint Agreement to get the certificate of registration;\(^{80}\)

e. In the event of non-conciliation agreement settlement through conciliation, then:

1) The conciliator issued written advice;

2) The written recommendation shall be no later than ten days from the date of the first conciliation session to be submitted to the parties;

3) The parties within ten days of accepting the recommendation shall be required to provide an answer to the conciliator whose content approves or rejects the conciliator's suggestion;

4) If the parties do not give their opinion, then they are deemed to reject the written advice;

5) If the written recommendation is approved, within no later than three days after the written recommendation is approved, the conciliator must have completed assisting the parties to create a Joint Agreement, which will be subsequently registered with the Industrial Relations Court at the District Court in the jurisdiction of the parties entering

\(^{80}\) See Article 23 paragraph (1) UU. No. 2 of 2004 on Industrial Relations Dispute Settlement
into the Joint Agreement to then get the deed of proof of registration\textsuperscript{81}.

f. If the Collective Agreement has been registered, it is not executed by either party, the aggrieved party may apply for the execution to the Industrial Relations Court at the District Court in the territory of the Joint Agreement registered for the determination of the execution\textsuperscript{82}.

g. In the case where the applicant of the execution is domiciled outside the District Court of registration of the Collective Agreement, the applicant can apply through the Industrial Relations Court in the area of the executioner's domicile to be forwarded to the Industrial Relations Court in the competent District Court to executing the execution\textsuperscript{83}.

h. If the written suggestion made by the conciliator is rejected by either party, then either party or parties may continue the settlement at the local District Court\textsuperscript{84}.

i. The conciliator shall have completed his duties at the latest within thirty working days of receiving the request for dispute resolution.

\textsuperscript{81} See article 23 paragraph (2) of the Act. No. 2 of 2004 on Industrial Relations Dispute Settlement.

\textsuperscript{82} Article 23 paragraph (3) letter c of the Act. No. 2 of 2004 on Industrial Relations Dispute Settlement.

\textsuperscript{83} Article 24 paragraph (1) of the Act. No. 2 of 2004 on Industrial Relations Dispute Settlement.

\textsuperscript{84} Article 25 of the Act. No. 2 of 2004 on Industrial Relations Dispute Settlement.
4. **Settlement through arbitration**

As a special law, Constitution no. 2 of 2004 on Industrial Relations Dispute Settlement defines Industrial Relations Arbitration, settlement a conflict of interests, and disputes between workers / labor unions in one company outside the Industrial Relations Court through a written agreement of the conflicting parties to settle disputes of arbiters whose rulings are binding on the parties and final.\(^{85}\)

Whereas the Industrial Relations Arbitrator is one or more elected by the disputing parties from the arbitrator's list set by the Minister to decide about interest disputes, and disputes between workers / labor unions in only one company submitted through the settlement arbitration whose ruling is binding on the parties and is final. Settlement disputes by arbitration shall make based on an agreement of the parties to the dispute and after expressed in writing in the arbitration agreement. The letter of the arbitration agreement is made in triplicate and each party shall have one having the same legal power, in which the letter of the arbitration agreement has:

a. Full name and address or place of position of the parties to the dispute;

b. The subject matter of dispute and which are submitted to the arbitration for settlement and decision-making;

c. Number of agreed arbitrators;

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\(^{85}\) Article 1 number 15 UU. No. 2 of 2004 on Industrial Relations Dispute Settlement.
d. The statement of disputing parties to give and enforce the arbitral award;

e. Place, signing date of the agreement, and signature of the parties to the dispute.\(^\text{86}\)

If the parties have signed the arbitration agreement, they may choose the arbitrator from the arbitrator list established by the Minister of Manpower. Arbitrators are not civil servants within the Ministry of Manpower and Transmigration but those who have been legitimated and appointed by the Minister which has a territory of authority.\(^\text{87}\) In the event that the arbitrator has accepted the appointment and has signed the agreement, the concerned shall not go except with the consent of the parties. Arbitrators appointed by the parties may give a disgraceful claim to the District Court if enough grounds and authentic evidence cast suspicion on whether the arbitrator will do his duties and shall take sides in the decision. Claims against an arbitrator may filed if there is evidence of a familial relation or employment by either party.\(^\text{88}\)

The procedure for settling disputes through arbitration provided for in Articles 44 through Article 52 to the Law. No. 2 of 2004 on the Industrial Relations Dispute Settlement are:

\(^{88}\) Lalu Husni, \textit{Op.Cit}, page 74
a. The settlement of industrial relations disputes by the arbitrator must begin with the reconciliation of the two disputing sides.

b. If the parties are successful, the arbitrator assembly shall set up a Peace Law signed by the disputing parties and the arbitrator assembly.

c. The peace certificate is registered in the Industrial Relations Court at the District Court in the arbitral territory to make peace. Registration the peace certificate may do with the registered peace certificate being given a deed of proof of registration in which an inseparable part of the peace deed.

d. If the peace certificate is not executed by either party, the aggrieved party may apply for the execution to the Industrial Relations Court at the District Court in the territory of the peace certificate registered for the determination of the execution. But, if the execution applicant domiciled outside the District Court of registration of the peace deed, then the execution applicant may apply for his execution to the Industrial Relations Court of the District Court of the applicant's domicile territory forwarded to the Industrial Relations Court at the State Court competent in executing the execution.

e. If the peace attempt is failed, the arbitrator or arbitration panel continues the arbitral proceeding.
f. The arbiter or arbitral assembly may summon a witness, or more an expert witness or more to hear his statement.

g. The decision of the arbitral tribunal shall determine under applicable laws and regulations, agreements, customs, justice and public interest.

Based on presentation several ways of dispute settlement out of court, Many parties in dispute choose mediation paths than through conciliation or arbitration channels, wherein mediation the costs obtained made by the Government, unlike the conciliation or arbitration that the cost made by the parties to the dispute because the conciliators and arbiters come from individual parties that not made by the state.

Although the mediator, the conciliator may issue a resolution proposal to the parties, when the recommendation accepted, its nature is binding and can executed through the execution fiat such as the arbitral award. So, it should stipulated that the mediator, conciliator in issuing written advice must be under applicable laws and regulations, agreements, customs, justice and public interest and because of the arbitral award89.

5. **FIFA Employment Regulations and PSSI**

Based on the FIFA Regulations on the Status and Transfer of Players in 2014 two player statuses whether an amateur or

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professional. Determination of this status becomes important because it will involve the sites that interest to a football player related to this status. In addition, many contracts offers from the club, from contracts of apprenticeship, education, etc., young players have become their own polemic associated with the status of players who signed the contract. What means as a professional player, "a player who has a written contract with a club and is paid more for his football activity than the expenses his effectively incurs. All of these players are considered to be amateurs," which states that professional players are those with signed contracts and payment, while non-category players are amateur.

The principles in player contracts that have been determined by FIFA as follows:

a. The principle of contracts should be respected;
b. The principle of contracts may be terminated by either party without consequence where there is just cause;
c. The principle of contracts can be terminated by professionals with fair sporting just cause;
d. The principle of the contract cannot be terminated during the season;

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90 FIFA Regulation on the Status and Transfer of Players, Article 2 Paragraph 2
91 FIFA, Regulation on the Status and Transfer of Players, Article 1 paragraph 3(b)
e. The principle in the event writer termination of the contract for no reason, compensation will be paid and that such compensation may stipulated in the contract;

f. The principle in the event writer termination of the contract, sport, sanctioned imposed on the offending party.

Based on the primary theory of civil law, the employment contract between a football player and his club is the same as the general contract on which the parties likewise engage themselves in an agreement. The employment contract based on article 1338 Civil Code, which provides freedom of the contract for the parties concerned as long as not contrary to the legal provisions in Indonesia. In addition, the binding parties must follow to article 1320 of the Civil Code.

The employment agreement is one form of agreement to work as regulated in Article 1601 Civil Code. An agreement to do the work comprises several forms, provide services or certain jobs and employment contracts.

In relation to a football player's employment contract, the contract included in the concept of a specific employment agreement relation, an agreement whereby one party wishes the other party agrees to achieve a goal and the employer will offer the wage92.

The elements of the service agreement if associated with the services of football players, namely:

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First, the element of skill. The skills of a football player can measure by the licensed professional players they have. Based on Statute of PSSI\textsuperscript{93} and Government Regulation No. 16 of 2007 on the Exercise of Sports, to become an expert (professional player) in football must get a license and permission from PSSI and Indonesian Professional Sports Agency. Thus, with such licenses, the elements of skill have met.

Second, the element of industrial relation is coordinating. Co-ordinate relations mean that equality between the employer and the workers. In relation to football player employment agreements, the players and clubs helping them have equal standing where the club does not give orders on how a player should show the point. Orders and directives about the game strategy given by managers who are experts in football and they are not part of the club's directors. So, an element of the coordinating relation between the club and the player has met. With both elements of the service agreement, it can make the employment agreement between the football player and his club had conception an employment agreement.

There are many types of issues that can arise from the Footballers' contractual agreement with the club. It is said the contract of work is extremely weak to create issues if the parties are not careful in implementing it or indeed if one party has bad intention.

\textsuperscript{93} Article 7 paragraph (3) Statute PSSI: Professional player license is given by PSSI
CHAPTER III

ANALYSIS OF LAW ENFORCEMENT MECHANISMS OF FOOTBALL PLAYER’S EMPLOYEE CONTRACT WITH THE CLUB IN LEAGUE 1 INDONESIA REVIEWED FROM DJ’s CASE

A. Chronology of the Industrial Relation Dispute between club RBP and DJ

DJ is a Serbian citizen appointed by the RBP Football Club to train the club from 2013 until 2016. In December 2016, RBP ended DJ’s contract because of operational funding reason. He also claimed that he has not received the salary from RBP since the first day of contract period as consented in the contract. DJ complained about his unpaid salary for three years, from the total should be 468 thousand US dollars or equivalent to Rp. 6.2 billion, until finally negotiated and reduced to 135 thousand US dollars or equivalent Rp. 1.7 billion. As the result of the negotiation, RBP agreed to pay Rp 130 million into 12 times, but in fact broke the promise by giving a blank check.94

DJ continues to claim his rights, but since ceased as RBP coach, RBP management seems had none any good faith to solve the dispute. Even though based on information collected that RBP has been selling the license to Madura United with a high enough value and the purchase of the license has been paid to RBP. But the RBP ignores DJ rights who have received license

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payments from Madura United. Because of the uncertain condition, Dj reported the dispute to the police in April 2017 he reported the director and the owner RBP through Police report No. LP: 1804 / IV / 2017 / PMJ / Ditreskrimum. He used article 378 Criminal Code as the legal basis to sue RBP related the blank check that has given to him.

Besides the Police Report, Dj also brought this case to the FIFA Through his legal counsel sent a letter to FIFA to prohibit Madura United following the League 1 competition because of Madura United is the RBP license holder has not completed DJ's salary. The case related football player’s wage and salary does not occur only one this time. In 2012 former player of Persis Solo Diego Mandieta died due to illness suffered. Circulating news that Persis Solo overdue his salary up to 100 million. As a result Diego could not get the proper medical care until died in dr. Moewardi Hospital, Solo\textsuperscript{95}.

\textbf{B. The Law of Contract and Manpower Law}

\textit{a. The Industrial Relation From The Law Of Contract’s Perspective}

Based on Article 1 number 15 of Law No. 13 of 2003, Industrial relation is the relation between employers and workers / laborers based on employment agreements, which consist of work, salary, and orders\textsuperscript{96}. The definition of industrial relation as referred to Law Number 13 of 2003 cannot be separated from the aspect of the agreement as regulated in the Indonesia Civil Code. Article 1 No. 14 of Law Number 13 of 2003 regulated that the

\textsuperscript{95} http://www.tribunnews.com/superball/2012/12/04/pemain-persis-diego-mendieta-meninggal-dunia accessed on November 10, 2017 at 3.40 PM
\textsuperscript{96} Article 1 number 15 in law No 13 of 2003
employment agreement is an agreement between a worker/laborer and an employer that contains the terms of employment, rights and obligations of the parties\textsuperscript{97}. The Indonesian Civil Code defines the obligation as an event in which a person promises to others or where 2 (two) persons promise each other to carry out any of the things\textsuperscript{98}. It is similar regulated on the Article 1234 of the Civil Code, which mean an agreement contain 3 (three) things, among others, to give something, to do something, and / or not do anything.

Related to DJ’s case, the aspect of Manpower Law arranged in law No. 13 of 2003 and aspect of the law of contract shall be arranged in 3\textsuperscript{rd}-book of Civil Code books can be fulfilled. Legal aspect can be seen from the industrial relation between RBP management and DJ which contains elements of work, orders and payments.

The rights and obligations of the parties between workers and employers in this employment agreement shall be carried out under the applicable law. Based on the explanations, industrial relation could not be maintained from the employment agreement because the terms of the industrial relation must have an employment agreement because it can be made from some elements of the industrial relation:

a. The existence of work elements

An industrial relation must have a contracted occupation (the object of the agreement), the work shall be done by the worker (in this

\textsuperscript{97} Ibid, Article 1 number 14
\textsuperscript{98} R, Subekti, legal agreement, Jakarta: Pembimbing Masa, 2003), page. 1.
case of DJ), is only with the permission of the employer in this case the RBP may order DJ. This is explained in article 3 paragraph (1) the employment agreement made by RBP, then agreed by DJ stating that head coach & team manager will coordinate with the Technical Director Club to conduct training for club interests in any city, inside and outside Indonesia which is part of the program of the club for both competition and tournament. The character of the work by DJ is personal because his skills as a coach and ability can do his duties as a worker (coach). According to the law if the worker dies, then the Employment agreement made by RBP with DJ is broken by law\textsuperscript{99}.

b. The existence of order elements

The explanation of the work given to DJ by the RBP is DJ shall be subject to the work rules (contract) to perform the work under the contract. There are different industrial relations with other relations, such as the physician's relations with his patient, lawyer and client. The relation is a contractual industrial relation because doctors, lawyers are not subject to the patient or client orders\textsuperscript{100}. But in the contract made by RBP, DJ must submit and comply with the contract.

c. The existence of salary

\textsuperscript{99} Sudjana dan Eggy, \textit{The Fate and Struggle of Workers in Indonesia}, Jakarta, Renaissan, 2005), page.23.
\textsuperscript{100} Hadi Setia Tunggul, \textit{Introduction of Manpower Law in Indonesia}, Jakarta, Harvarindo, 2009), page 45.
Salary plays an important role in industrial relations (the employment agreement) even can be said the main purpose of a person working is to earn salary. If there is no salary, it’s not industrial relation. As a convict that is required to do a particular job and students’ hotel doing parenting on the hotel grounds, it is not an industrial relation\textsuperscript{101}. The salary promised in the agreement contract made by RBP is violated by itself. It is detrimental to DJ because the element of an industrial relation which includes the salary clause is not implemented by RBP.

Industrial relations as described in an agreement with the employee contract head coach no. 0 ** / Dir-Kpp / Isl / V / 2013 Between RBP with Club DJ Head Coach. The agreement has points as stipulated in Article 1234 of the Civil Code in giving something, doing something or doing nothing.

Therefore the form of achievement is in the form:

1. Giving something

Article 1235 stated:

"In each of the alliance to give something is set forth in the obligation of the debtor to submit the corresponding immaterial and to take care of him as a good father of the house, until at the time of handing it over.

\textsuperscript{101} Ibid. page 48
This latter obligation is less or greater than certain agreements that the consequences of this are appointed in the corresponding chapters "This chapter explains consensual agreements (born at conclude the agreement) whose objects are goods, where from the moment the agreement is reached, the person who is supposed to hand over the goods must maintain good care of the goods and maintain his own belongings and take care of his other belongings, which will not be handed over to others\textsuperscript{102}. The obligation to take good care lasts until the goods are handed over to the person who must receive it. The submission of this article may be a concrete submission or juridical submission\textsuperscript{103}.

2. Doing something

Doing something in an alliance means doing the deed as set out in the alliance. So the form of achievement here is to do certain acts\textsuperscript{104}. In carrying out this achievement the debtors must be held what has been determined in the alliance. The debtor manages his actions that are not under the terms of that being corporate by the parties.

\textsuperscript{102} Ahmadi Miru dan Sakka Pati, \textit{The law of an alliance of the meaning article 1233 until 1456 BW}, Jakarta, PT. Rajagrafindo Persada, 2008), page. 5.
\textsuperscript{103} J. Satrio, \textit{The law of an alliance}, Bandung, Alumni, 1999),page. 84.
\textsuperscript{104} Abdulkadir Muhammad, \textit{Op. cit}, page. 19
But, if such provisions are not being corporate, then here shall the applicable feasibility and validity measure applied in the community\textsuperscript{105}. This means it should do as a good worker.

3. Do not doing something

Do not doing something in an alliance that means not doing an act as has been agreed\textsuperscript{106}. So the form of achievement here is not doing the deed. The obligation of achievement is not something that is active, but the passive that does not do something or let something happen.\textsuperscript{107}. If any party does not follow this alliance then he handles the consequences.

d. Legitimate terms of the employment agreement

As part of the agreement then employment agreement must meet the validity of the agreement as regulated in Article 52 paragraph (1) to law. No. 13 of 2003 on Manpower states:

Employment agreement is made on the basis of:

a. Both side agreement

b. Abilities or ability to perform legal acts;

c. The existence of the employee contract; and

d. The contracted work is not contrary to public order, decency.

\textsuperscript{105} Ibid
\textsuperscript{106} Ibid. 36
\textsuperscript{107} J.Satrio, \textit{Op. cit}, page. 52
Furthermore, the Civil Code governing the terms of the validity of the agreement in Article 1320 Civil Code namely:

1. Agree those who bind themselves
2. The ability to create an alliance
3. A certain thing
4. A lawful cause.

Article 1338 The Civil Code also deals with an agreement which reads: "A legally made agreement shall be valid as a law for those who make it". An agreement could not be left except with agreed both sides, or because the reasons by the law showed enough to do it. An agreement must carry out in good faith.

The obligation shall not exist without consent (agreement) between the parties. The alliance will be meaningless if achievement cannot be realized. To make it happen takes responsibility. So, the obligations of achievement and responsibility are necessary. If responsibility does not exist, achievement obligations is meaningless by the law108.

Next, to make an agreement must meet the terms of the validity of the agreement. The terms of the validity of an agreement are stipulated in Article 1320 of Indonesia Civil Code stipulating that for the validity of the agreement, four conditions are required:

a. Agree those who bind themselves

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b. The ability to create an alliance

c. A certain things

d. A lawful cause

Approval of will is the consent of the parties on the subject of the agreement made by one party and by the other party. The agreement is final, no longer in the negotiation. Prior to the agreement, the parties hold negotiations on the object of the agreement to the other party and the other party states his will to achieve good agreement for both parties. The approval of the will is free, this means that no compulsion or pressure from any party and also not due to any forgiveness and no fraud.

The binding agreement terms in the sports agreement discussed by the writer is the agreement between the RBP and the DJ, the RBP's responsibilities of paying the DJ and the DJ's responsibilities provide the ability to train the club. In reality, RBP is not responsible. This raises a dispute in the agreement between RBP and DJ players.

Acting skills are the ability to do legal acts. Legal acts are actions that will have legal consequences. People who said to do legal deeds are adults or gets married even though they are not yet 21 years old. An incompetent person to do legal deeds is:

i. People who are immature;

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ii. They are placed under the ability; and

iii. The women, in the matters set by the law, and generally all the people to whom the law has prohibited to make certain agreement. (This provision has been revoked by the circular letter of the Supreme Court)

The effect of incompetence to make an agreement is an agreement which has been made can be cancel with the Judge. If no cancellation asks, then the agreement remains valid for the parties to the agreement. The case of DJ and RBP that the parties making the agreement are qualified parties. So both DJ and RBP considered to find out the contents of the contract and when a dispute the DJ and RBP qualified to settle the dispute.

A certain thing in the contents of the agreement that must fulfill referred as the object of the agreement. The clarity of the agreement substance is to make sure the exercise of the rights and obligations by the parties. If the agreement substance is difficult to carry out, then the agreement is void (nietig, void). In relation to the DJ and RBP cases that the agreement substance stipulated in the agreement that can be implemented.

The causal cause is something that causes people to make an agreement. According to the Criminal Code Article 1335 stated that "an agreement without cause, or which has made for a false or forbidden cause, has no power". But in Article 1336 to Civil Code is
mentioned: "if it is not showed a cause, but there is a lawful or another cause, then it is showed, the agreement is legitimate". For the lawful according to the article 1337 Civil Code is a cause which does not prohibited by law, not contrary to morality or public order.\footnote{Ibid. page 342}

An Agreement creates an alliance which creates rights and obligations by the parties to the agreement. The explanation of the agreement, according to the terms of Article 1313 to the Civil Code is as follows "agreement is an act by which one or more persons. The formulation in Article 1313 of the Civil Code affirms that the agreement causes a person to commit themselves to others.\footnote{Karitini Muljadi dan Gunawan Widjaja, The alliance that is born of the agreement. Jakarta, RajaGrafindo Perkasa, page 92.} This means an agreement creates an obligation from one person to another who is entitled to this achievement. In an agreement there will always be two parties, one party must fulfill an achievement and the other party entitled to that achievement binds himself to one or more others."

In terms of DJ and RBP case that an alliance of agreements made in the article 1313 raises the rights and obligations of DJ and RBP. Implementing the DJ has carried out its obligations as a coach but did not get his rights when the termination of the contract is done. RBP is said to have defaulted while the definition of default is debtor's negligence fulfill its obligations under the agreement that has
been agreed. Based on the agreement made by RBP, it is declared to have the default.

e. **Autonomous and Heteronomy rules in Manpower Law in Indonesia**

   Autonomous Law Rules are legal provisions in manpower made by the parties involved in an industrial relation, the relation between the employer and the worker/laborer and the relation between the employer and the labor union\(^\text{112}\). Heteronomous Law rules are the Manpower Law made by a third party is outside the parties bound in an industrial relation\(^\text{113}\).

   Manpower Law does not set forth any work that may contract, except for certain employment agreements except the work that may only contract with a specific working period\(^\text{114}\). Thus the provision of employment may said to be private because it can return to the parties but is public in relation to certain types of agreements. If based on the Science of Manpower Law Rules then, the parties can determine any work that can be agreed then such a rule is the Autonomous Law Rule. However, if the law has determined the work, for a time of the agreement, then the terms of the agreement is Heteronomy Law Rules

An employment agreement is an agreement which one party, the worker binds themselves under the other's command of the


\(^{113}\) Ibid

\(^{114}\) See Article 59 paragraph (1) of the law. No. 13 of 2003 on manpower
employer, for a certain time, do the work with receive payments. Thus the command in an industrial relation is something that is private and the rule of law is an Autonomous Rule\textsuperscript{115}.

From the DJ event that the relationship between DJ and RBP raises an alliance between two parties that make it. A legal act creates a legal relation of the agreement so that one party is given by the other to get the achievement while the other party performs the achievement. So one party gets the rights and the other party performs the obligation to the achievement\textsuperscript{116}.

f. Regulation which Regulating the Rights and Obligations of industrial relation

The regulation of workers' rights and obligations shall be governed by laws and regulations. Regarding workers' rights can be described:

1. Rights to pay or salary (Article 1602 of the Indonesian Civil Code, Articles 88 - 97 of Law No. 13 of 2003, government regulation No. 8 of 1981 on the Protection of pay);

2. Right to work and decent income (Article 4 of Law 13 of 2003);

3. The right to choose and to change employment under their talents and abilities (Article 5 of Law No. 13 of 2003);

\textsuperscript{115} Asri Wijayanti, Sued of industrial relation concept Bandung, Lubuk Agung, 2011), page. 56.

\textsuperscript{116} Ibid. Page 4
4. The right to receive skills training to acquire and improved their abilities and skills (Articles 9 - 30 of Law No. 13 of 2003);

5. The right to the protection of safety, health, and the appropriate treatment with human dignity (Art. 86 - 87 of Law No. 13 of 2003, Article 3 of Law No. 3 of 1992 on Jamsostek);

6. The right to establish and become a member of the workers union (Article 104 of Law No. 13 of 2003 in conjunction with Law No. 21 of 2000 on Trade Unions);

7. The right to an annual break (Article 79 of Law No. 13 of 2003);

8. The right to full pay during the annual break (Articles 88 - 98 of Law no. 13 of 2003);

9. The right to a replacement payment for an annual break, if at the time of termination of employment they had a period of service of at least six months from the date they are entitled to the last annual break; in the case of industrial relations decided by the employer for no compelling reasons given by the laborer, or by an employee of urgent reasons given by the employer (Articles 150 - 172 of Law No. 13 of 2003);

10. Rights to do the negotiations or dispute settlement industrial relation (Art. 6 - 115 of Law No. 2 of 2004).
In addition, the workforce also has the following obligations\textsuperscript{117}:

1. Obligating to perform achievement or work for the employer;
2. Obligating to comply with company regulations;
3. Obligating to comply with employment agreements
4. Obligating to keep company secrets;
5. Obligating to comply with the rules of the employer;
6. Obligating to fulfill all obligations as long as the permit has not been granted in the event of an appeal that has not been verified.

Besides the rights and obligations of labor there is also the rights and obligations of employers. The right of the employer is something that should be given to the employer as a consequence of the workers working on it or because of his position as an employer\textsuperscript{118}. The rights of the employers are as follows:

1. Eligible for labor obligations are complete his work until the contract (Article 162 of Law No.13 of 2003)
2. Eligible to resolve the industrial relation to workers if a change of ownership status of the company (Article 163 of Law No. 13 of 2003);

\textsuperscript{117} Darwan Prints, \textit{Manpower Law of Indonesia}, Bandung, Citra Aditya Bakti, 2000), page.22-23
\textsuperscript{118} Suratman, \textit{Hukum Ketenagakerjaan Indonesia}, Jakarta, Indeks, 2010), hlm 44
3. Eligible to resolve the industrial relation if in the past two years the company picks up had an accident or is operating efficiency (Article 164 of Law 13/2003);

4. Eligible to resolve the industrial relation because of bankruptcy company and make severance pay once (Article 165 of Law No. 13 of 2003);

5. Eligible to claim compensation to workers, if damage the property of the company or any third party of the workers due to intent or negligence (Article 23 paragraph (1) of government regulation No. 8 of 1981);

6. Eligible to impose penalties for violating something when regulated in a written agreement or company regulation (Article 20 paragraph (1) of government regulation No. 8 of 1981);

7. Eligible to calculate pay by:
   
a. Fines, deductions and compensation;

   b. Renting a house that leased by an employer to a worker by written agreement;

   c. Down payment on salary, excess pay offered and compensation of labor payables to employers if there should be created the proof. (Article 24 paragraph (1) of government regulation No. 8 of 1981)
Employers also have obligations that must be met. The obligations of employers are:

1. Giving a salary replacement for a worker who resigns if he/she has worked long in the company (Article 162 of Law No. 13 of 2003);
2. Giving compensation to workers in the event of a merger and changing of status and ownership of the enterprise (Article 163 of Law No. 13 of 2003);
3. Giving rewards for labor work (Article 164 of Law No. 13 of 2003);
4. Giving old-age benefits and retiree premi payments to workers unable to work or retire (Article 167 of Law No. 13 of 2003);
5. Maintain or protect the safety of workers used by the enterprise (Art. 169 of Law 13/2003);
6. Obligating to provide skills training for the workers (Articles 9 - 30 of Law No. 13 of 2003).

Rights and obligations coincide with each other. According to the UN Convention on Protecting the Rights of All Migrant Workers and Member of Their Families the rights of foreign workers:

1. The right to live.
2. The right not to undergo inhuman or degrading treatment.
3. The right to freedom of thought, belief and religion, and the right to freedom of expression and opinion.

4. The right to not revoked property.

5. The right to equality with other citizens before the courts and tribunals.

6. The right to have identity documents is not confiscated.

7. The right not to be subject to collective expulsion and to conditions of expulsion of individuals who violate the procedure.

8. The right to be equalized with other citizens in connection with remuneration, working conditions and social security.

9. The right to take part in trade unions.

10. The right to emergency medical care.

11. The right to respect identity and culture.

12. Right to remit earnings.

13. The right to get information on migrant workers' rights.

14. Right to temporary permission from the working conditions.

15. Right to freedom of movement, residence and employment in the country of employment.

16. Right to participate in public affairs in the country of origin.
Besides in the draft contract between RBP management and DJ is discussed of foreign workers (TKA) in Indonesia. The arrangement of foreign workers in Indonesia is regulated to the law No. 13 of 2003 on Manpower, presidential regulation No. 72 of 2014 on foreign workers and Implementation of education and training of Co-workers, Kepmenakertrans No. 228 / Men / 2003 concerning procedures of ratification of foreign worker's use plan (RPTKA), Kepmenakertrans No. 20 / Men / III / 2004 on procedure to get let off employment of foreign workers, Minister of Manpower No. 35 of 2015 on Procedures of foreign Workers.

Looking at the existing regulations, there is no clear regulation on the rights and obligations of foreign workers. So far, the Manpower Law or the Presidential or Ministerial regulation only regulates the technicality of how the use of foreign workers in Indonesia. The writer describes the arrangements of the Foreign Workers as described in article 42 to article 49 to the Law. No. 13 of 2003 on manpower regulates the use of foreign workers:

1. Ministerial Decree on Specific Occasions and Certain Time;
2. Ministerial Decree on procedures for ratification of foreign workers' use plans;
3. Ministerial Decree on position and competency Standards;
4. Ministerial Decree on Certain Occupations Prohibited by Foreign Workers;
5. Ministerial Decree on certain positions in education institutions released for payment of compensation;

6. Government regulation on the number of compensation and Its use;


Also mentioned in Article 4 Paragraph (1,2) of presidential regulation 72/2014:

“*Setiap pemberi kerja TKA wajib mengutamakan penggunaan tenaga kerja Indonesia pada semua jenis jabatan yang tersedia. Dalam hal jabatan sebagaimana dimaksud belum dapat diduduki oleh tenaga kerja Indonesia, jabatan tersebut dapat diduduki oleh TKA.*”

The arrangement of foreign workers is regulated in Permenaker Number 35 of 2015. Permenaker which came into effect since 23 October 2015 has several essential points. First, the current rules remove the provisions on the obligation of companies to recruit 10 local workers if the company uses one TKA. Previously, at Permenker No. 16 of 2015, the obligation to recruit local workers was contained in Article 3 paragraph (1). The government reasoned this abolition to help the transfer of technology in different companies.
g. Rights and obligation of The Parties regarding The Early Termination

According to DJ’s case, the writer argues that there is a clause in the Early Termination Clause; Close-Out Netting (article 6) This clause governs termination. This clause consists of 6 (six) sub-clauses namely:\textsuperscript{119}

a. Right to terminate following an event of default

b. Right to terminate following termination event

c. Effect of designation

d. Calculations; payment date

e. Payments on early termination

The rights mentioned above must apply in Indonesia because Indonesia has ratified the international agreement regarding the rights of Migrant Worker, including Universal Declaration of Human Rights (UDHR) in 1948 through the resolution of 217 A (III) International Covenant on Economic, Social and Cultural Rights in 1966 that was approved through the Act No. 11 Year 2005 regarding Ratification of \textit{international Convenant on Economic, Social, and Cultural Rights} thus Indonesia has to apply this statutory requirement.

Those two instruments become international regulation that is included into a ratified statutory requirement. The opening of UDHR admits that the rights

\textsuperscript{119} http://www.businessdictionary.com/definition/severance-of-contract.html accessed on November, 30 2017 at 6.30 PM
that are attached and the recognition for human rights as *Jus Cogens* (the highest norm) in International Law. Particularly, the issue of work that is regulated in article 23 UDHR stated that:

1. *Everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment.*
2. *Everyone, without any discrimination, has the right to equal pay for equal work.*
3. *Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection.*
4. *Everyone has the right to form and to join trade unions for the protection of his interests.*

The declaration of UDHR regulates that every person has right to work, choosing work, right to work that is equal and beneficial and also has a right to obtain protection for being unemployment. Every person has right to obtain fair and beneficial wage that gives life protection that is proper for himself and their family.

Thus, every single discrimination towards wage income strictly contradicts with human rights principles.\(^{120}\)

The rights mentioned above are DJ rights earns as an RBP coach or a foreign worker. Through Articles 2 and 5 of the Draft

Contracts which the writers get that the Rights of DJ as coach of RBP are as follows:

Article 2

Contract Value and Payment Method

1. On this head coach & team manager contract, the head coach & team manager is obligated to a payment of the contract value of USD 156,000 a year. Income Tax will be borne by the Company.

2. The payment of contract money as referred to in paragraph 1 shall be conducted by the following stages:
   
   c. The contract value is divided into salary of USD 13,000.
   
   d. The salary payment as referred to in letter (a) above shall be paid by club to the head coach & team managers no later than 25 (twenty five) every month into the account of the head coach & team managers or designated by the head coach & team manager.
   
   e. Clubs may postpone salary payments to the head coach & team manager in no more than 10 (ten) days from the time specified in the letter (b) above or because the day of payment is a Saturday or Sunday or other
holidays established by the Government of the Republic of Indonesia.

3. Head coach & team manager still get the contract value as mentioned in clause 1 above, although in a certain period of time head coach & team managers cannot do their obligations as head coach club based on head coach contract & team managers due to:
   a. Pain / injury arising from the activities of head coach & team managers at the behest of the club.
   b. Other matters with the written agreement of the club.

4. If the term of the contract of the head coach & manager team has not yet ended while the competition has been completed, then the club has an obligation to pay the salary of the head coach & team manager during the contract period of the head coach & the remaining team manager by using the payment procedure as provided for in paragraph 2 letter b above.

5. If the contract period for head coach & team manager is over while competition has not been completed then by Article 1, paragraph 5, club and head coach & team manager agree to extend the term of the head coach & team manager until the competition is completed under the terms that the head coach & team manager will still
receive salaries equal to the salary received by the head coach & team manager as referred to in paragraph 2 letter b above.

DJ's right as a coach is mentioned. The number of salary received by DJ has become a clause in the contract with RBP. Article 2 point 1 states the number of DJ's salary is 156,000 USD a year. If the exchange rate of the rupiah Rp. 13.000 thus the number received DJ is Rp. 2.1 Billion. In point 2 letter b mentioned the salary is paid each month numbered to 13,000 USD or about Rp. 176 million. DJ did not get his rights after the RBP claimed they no longer have enough money to follow the football competition in Indonesia. The fact presented by DJ for 3 years to train RBP, the rights in the employment agreement has not been implemented by RBP management. If the total of the employment agreement multiplied by 3 years DJ train RBP losses by the DJ is around Rp. 6.3 billion.

The case of DJ’s can be reviewed through Article 1233 of the Civil Code which states that "Every alliance is born because of consent, both because of the law". The provision is reinforced in Article 1313 of the Civil Code which states that "Agreement is an action by which 1 (one) person or more binds himself to 1 (one) or more persons". The article explains the agreement (in which case the Civil Code states there is no contract comes from outside the agreement and because of the matters set by the law.
The alliance giving to rights and obligations for the parties making the agreement. By entering a contract, the contracting party binds to submit something, do something or not do something. By voluntary nature, the agreement must be born of will and should be executed with the intent of the party making the agreement. Furthermore, about the rights of DJ is set forth in article 5.

The clauses mentioned in the agreement are binding between DJ and RBP. DJ’s right is an obligation that must be implemented by RBP and RBP right is an obligation that must be implemented by DJ. Rights earned by DJ are the capacity of DJ as RBP coach. The rights and requirements must be fulfilled because if not fulfilled then the RBP will have defaulted.

According to the writers, clarity of the rights mention that will be got by DJ during the coach RBP both facilities and salaries must be given to the DJ. Article 1338 of the Civil Code of paragraph 1 states "All agreements make legally under the act shall apply as laws to those who make them". The alliance makes by the parties makes up this law which becomes the legal basis for DJs to claim his rights. Further duties of the DJs are as follows \(^{121}\):

DJ must do the work, doing the work is the main duty of DJ must be done by himself, but, with permission RBP, can be represented to the assistant if there are things are argued.

b. Obligating to follow rules and Instructions

DJ must follow RBP rules and guidelines, in doing the work. The rules that the DJ shall follow are stipulated in the agreement or employment contract so it becomes clear the instructions scope. DJs in performing their work shall always follow RBP regulations that have been made by mutual agreement. It is set out in chapter 7.

c. Obligating to pay compensation and fines.

If DJ commits an act that harms RBP or ceases to do its duties as an RBP coach either due to intent or negligence, then under the contract made DJ must pay compensation or fines. This is arranged in article 13.

Article 13

1. *This head coach & team manager contract may be canceled or ended by the club and club exempted from any obligations under this head coach & team manager in case:*

   a. *Due to the problems of the head coach & managers own team for example ITC and KITAS problems.*
b. Head coach & team manager who at the time before the head coach & team manager this team signed had been tied employee contract with another club.

c. Head coach & team managers at the time before this head coach & team managers signed proved to be involved in a crime and/or is having criminal proceedings threatened to him.

2. Upon the cancellation of the contract referred to in paragraph 1 above, the head coach & team managers shall reimburse all payments of the contracts before received for the club.

Based on Article 13 that there is no legal action by DJ. ITC and KITAS dispute are not DJ’s dispute. According to the writers that the mistake relating to this dispute lies in the RBP management statement stating that the RBP has no significant funds to continue participation in the Indonesian league competition. The legal effort that can be done by DJ is questioning RBP through civil lane. Because RBP already defaults.

But after negotiating and bargaining related to the ability of RBP to do its achievement DJ did not claim against RBP. DJ prefers the familial approach through mediation. The promise of RBP paying is finally done through the provision of checks that turn out after the
checks are cleared empty. Until 10 times DJ is given a blank check. Due not to get certainty DJ reported RBP to Polda Metro Jaya on charges of fraud cases. According to the writer, things by the DJ is correct. Taking the DJ case into the criminal domain is the final choice because of RBP's inability to keep the promise that will pay DJ's salary.


RBP is subjective in contracting with DJ. According to the writer in terms of completion of the contract, RBP uses positive law regardless of FIFA's statutes. Even the RBP seemed to suppress the DJ's condition to settle through Indonesia's positive law. The DJ who was a foreign coach was disadvantaged because when the DJ experienced an incident, he had difficulty making a settlement. This
problem is examined by the writer in article 18. In article 18 explained that the employment agreement between DJ and RBP regulates the possibility of Early Termination and how the payment is made when the Early Termination occurs.

**Article 18**

1. *This contract of head coach & team manager is produced upon and is subject to the law of the Republic of Indonesia.*

2. *Both parties agree that any dispute between the content and implementing this head coach & team managers contract will be resolved by deliberation between the club and the head coach & team managers within 14 (fourteen) days from dispute and strived by both parties to the dispute is not up to the sports organization of a higher football that is BLI / PSSI / AFC / FIFA.*

3. *If a discussion for consensus as referred to in paragraph 1 settles agreement then make a joint agreement is signed by both parties. Against the joint agreement made by both parties is binding and mandatory and must be exercised by the parties.*

4. *If the discussion for consensus as referred to in paragraph 1 is not reached, and head coach & team manager club agree to continue the settlement of the dispute through the mediation process by selecting a person appointed and agreed by the club and head coach & team manager as mediator.*
5. In the event of mediation as referred to in paragraph 3, no agreement is reached on the settlement of the dispute, both parties agree to settle the dispute by legal means and appoint a legal domicile and stay as a dispute settlement in the Clerk's Office of the District Court A class of Bandung.

Next, Manpower Law provides for criminal provisions and administrative sanctions to give legal protection for Foreign Workers in Indonesia:

a) Article 185 of Republic of Indonesia act Number 13 of 2003 on Manpower declares that any person who contravenes Article 42 paragraph (1) and (2) shall be subject to imprisonment sanctions for a least of 1 (one) year and greatest of 4 (four) years and / or a fine of at least Rp. 100,000,000.00 (one hundred million rupiah) and at most Rp. 400,000,000.00 (four hundred million rupiah). The criminal law is a criminal offense.

b) Article 187 of Republic of Indonesia Law Number 13 of 2003 on Manpower declares that any person who contravenes Article 44 paragraph (1) and Article 45 paragraph (1) shall be subject to criminal sanctions of at least 1 (one) month or no later than 12 (twelve) months and / or a least fine of Rp. 10,000,000.00 (ten million rupiah) and at most Rp.
100,000,000.00 (one hundred million rupiah). This criminal law is a criminal offense.

c) Article 190 of Republic of Indonesia law number 13 of 2003 on Manpower states that the Minister or appointed official impose administrative sanctions for violation of the provisions as regulated in Article 45 paragraph (1), Article 47 paragraph (1), and Article 48. Sanctions administrative as meant in the form of:

i. Reprimand

ii. A written warning

iii. Restrictions on business activity

iv. The freezing of business activity

v. Cancellation of agreement

vi. Cancellation of registration

vii. Temporary suspension of some or all of the production tools

viii. Revocation of permit

DJ as the coach should get his rights. It does not mean by the inability of RBP to pay DJ then RBP violates what rights DJ. There is no reason to usurp the right of DJ from the principles of citizenship in terms of salary. The fundamental rights of DJ’s are kept in mind by these laws, at least because they are both human beings and citizens.
In the event that RBP ended industrial relation, it shall do under existing procedures and give severance pay to the DJ under applicable laws and regulations. The foreign worker has the same position as the Indonesian worker when he / she works for an Indonesian company. When they work in an Indonesian company, the law applicable to them is Indonesian law, no. 13 of 2003 on Manpower Law.

**h. Legal efforts that can be done by DJ**

Unlawful acts (*onrechtmatige daad*) is regulated in Articles 1365 to Article 1380 Civil Code. The lawsuit against the law is based on Article 1365 of the Civil Code which reads: "Every act that break the law, which carries harm to others, obliges the person because of the wrong to issue the loss, compensates for the loss". According to Munir Faudy, unlawful acts is as a collection of legal principles aimed at controlling or regulating hazard behavior, to assign responsibility for a disadvantage arising from social interaction, and to give compensation for the victim with a proper suit.\(^\text{122}\)

The elements to be fulfilled in order for a person to be said to have committed an act of the law are\(^\text{123}\):

1. The action must be against the law (onrechtmatige).
2. The action must cause harm.
3. The action must be done by mistake (omission).
4. Among the deeds and losses that arise there must be a causal relation.

\(^{122}\) Munir Faudi, 2002, *Actions against the law*, PT. Citra Aditya Bakti, Bandung, page. 3

\(^{123}\) Salim HS, *Legal development of innominaat contract in Indonesia*, Sinar Grafika, Jakarta, 2006), page.21
This is under the opinion or theory put forward by Von Buri, namely:

“Should be regarded as the cause of a change is all the conditions that must exist for the existence of the result. Because with the loss of any of these conditions, the consequences will not occur and because each of these conditions is the conditio sine qua non for the existence of consequence, then each condition by itself can be called cause”\textsuperscript{124}.

The relation of causality which is one element of the action against the law can be said the loss arises because of the actions are against the law. The element of unlawful act (onrechtmatige daad), namely\textsuperscript{125}:

1. Action
2. Breaking
3. Mistakes
4. Loss

Mentioning the above statement and when compared to the distribution of the elements already mentioned, the differences of the element are clear. The relation of connection which belongs to one element or part of one element of the law which results in a failure.

Unlawful acts not only contradict the law but also do or not do that violate the rights of others contrary to decency and caution, propriety and propriety in public traffic. Unlawful acts may also be construed as a collection of legal principles aimed at controlling or regulating hazardous behavior, to

\textsuperscript{124} R.Setiawan, \textit{The principles of civil law}, Bina Cipta, Bandung, 2007), page.87
\textsuperscript{125} Marheinis Abdulhay, Civil law, Coaching UPN, Jakarta, 2006), page.82
assign responsibility for a disadvantage arising out of social interaction, and to give compensation for the victim with a proper claim\textsuperscript{126}.

The default is "not fulfilling the obligations arising out of any agreement or alliance arising out of law"\textsuperscript{127}. Based on that opinion, the elements by default are:

1. Did not meet any achievements at all.
2. Meeting the achievements, but not good or wrong.
3. Meeting the achievements, but not the right time.

Considering the definition and elements of the default did not rule out this act of default can be regarded as an act against the law, because with the non-fulfillment of the obligation likely due to two things that mistake either party, either or because negligent. And circumstances force \textit{(force majeure)}\textsuperscript{128}.

Cases of DJ and RBP are included in the category of Legal Actions (PMH) or Default? The writer outlines the notion of PMH. According to Article 1365 of the Civil Code, the term "PMH" is an unlawful act perpetrated by a person because of one his mistakes has caused harm to others. Legal science recognizes 3 (three) categories of unlawful acts:

a. Unlawful acts of intent

b. Unlawful deeds (no element of deliberate or negligent)

\textsuperscript{126} R. Wirjono Projodikoro, 1994, \textit{Unlawful act} Sumur, Bandung, page. 13
\textsuperscript{127} Abdulkadir Muhammad, 2002, \textit{The law of an alliance} Alumni, Bandung, pagel.42
\textsuperscript{128} J. Satrio, 2002, \textit{Legal Agreement}, Citra Aditya Bakti, Bandung:, page.49
c. Unlawful acts due to negligence.

The study of DJ cases, according to the writers that RBP did default because the three elements, mentioning the act of default is done by RBP. Appointment of performance achievement with DJ is not implemented even though RBP already gets money from license sales to another club. The difference between defaulted with the act of unlawful is that in the default, there is the term somasi namely the negligent determination mentioned in the article 1274 Civil Code. Thus default it happens because the RBP after the determination of this neglect he still did not perform or meet the achievement of the RBP can be said default.

This default action exists because of an alliance made by both parties whether the contract is based on the agreement or the alliance that arises because of the law. While the action against the law, there is no determination of negligence or warning. The unlawful action occurs not because of an alliance but occurs by itself made by the writer against the rule of law or applicable provisions. The agreement made is valid as a law but does not mean the person whose fault does not make the agreement is said to have committed the unlawful action but said to default. Guilty of not making any achievements that have been agreed with DJ\textsuperscript{129}.

\textsuperscript{129} Munir Fuady III., 2001, Contract law from the standpoint of business act, PT. Citra Aditya Bhakti, Bandung, page.34
CHAPTER IV

ANALYSIS OF MANPOWER REGULATION OF FOOTBALL PLAYERS
BASED ON PSSI & CIRCULAR FIFA REGULATIONS REVIEWED
FROM MANPOWER LAW OF INDONESIA

A. Manpower regulations from the Perpective of FIFA

Football is governed, controlled and subject to FIFA regulations but football could not be implemented without the permission of the country, because football is played on the stadium field in the sovereign territory of a country, the synergy between the state and the federation is very important in the implementation a football game, the state and FIFA still has the same goal of promoting prosperity, and professional football competitions can seek that goal.\textsuperscript{130}

If FIFA and its legal system set up the organization of professional football competitions around the world, then how the role of national law in implementing professional football competitions in Indonesia. The existence of a transnational legal system under which FIFA's legal system is in place universal football worldwide and explains how to organize a professional football competition\textsuperscript{131}.


\textsuperscript{131} \textit{Ibid}, page 188
It is important to understand that the professional football competition is not controlled by the state, football has its own rules of play that make the football sovereign and the system controlled by FIFA as the premier football organization. The FIFA system is engaged in a transnational system and needs to be understood as to its limitations on the state's jurisdiction and state because if there is a conflict the existence of professional football competitions is threatened and the promotion of public welfare through football is disrupted\textsuperscript{132}.

B. The principles and basic of manpower from FIFA perspective

FIFA as an international football federation and all its confederations and member organizations may be referred to as civil society. The Federation International de Football Association (FIFA) is an organization whose legal status as a single international football federation established on 21 May 1904 in Paris, France and registered under section 60 of the Swiss Civil Code.\textsuperscript{17} FIFA has a special and unique institution, the International Football Association Board (IFAB), as the sole institution that has the absolute writers to create and or extend the laws of the game.

The organization of football games in the world\textsuperscript{133}, which Ken Foster calls lex ludica\textsuperscript{134}. All of FIFA members are required to give and carry out the

\textsuperscript{132} Ibid. page 216
\textsuperscript{133} Article 6 paragraph (1), article 6 paragraph (2) and article 6 paragraph (3) Statutes of FIFA
\textsuperscript{134} Lex ludica is a collection of the principles and the rules as sporting law or the rules of the game (the rules of the game that is unique because of the context associated with the base that is used to play professional football competition in the field the game quoted in https://www.entsportslawjournal.com/articles/10.16997/eslj.112/ on December,01 2017 at 2 PM
laws of the game in every professional football game\textsuperscript{135}. This applies to any party that plays football as sui generis. Lex ludica is part of lex sportiva\textsuperscript{136}, lex ludica ensures that football is done according to the rules while lex sportiva sure about organizing lex ludica to run according to the mechanism.

Lex Iudica is a set of principles and rules as a sporting law or rules of the game, in which the rules to play football in the field\textsuperscript{137}. Lex Sportiva is FIFA’s overall legal system in organizing, managing, executing and resolving disputes in professional football competitions\textsuperscript{138}.

Lex Iudica's existence is very strong and cannot be intervened by the state. This can happen because Lex Iudica is not made by the state, but created by the international society.

In contrast to lex ludica, lex sportiva can be tangent to the national legal system of a country where football is carried out, in particular licensing matters because football can hardly take place in the field which becomes the territorial jurisdiction of a State lex sportiva as a global sports law is an autonomous and independent legal regime, which crosses the jurisdiction of the state, formed by global private institutions that regulate and controller sports internationally. Its main characteristic is that global sporting law is a contractual rule, with its binding force based on an agreement to hand over

\textsuperscript{135} Ibid
\textsuperscript{136} Lex sportiva is a special law regulating about sports that formed by the institution of the community sport itself internationally, for example FIFA that enforce the statutes and their system in the whole world. quoted in https://www.entsportslawjournal.com/articles/10.16997/eslj.112/ on December,01 2017 at 2 PM
\textsuperscript{137} Hinca Pandjaitan, 2011, States sovereignty vs FIFA sovereignty in professional football competition to promote the Public Welfare, PT Gramedia Pustaka Utama, Jakarta, page 159
\textsuperscript{138} Ibid
power and rights to the writers and jurisdiction of the international sports federation. In addition, lex sportiva as a global sports law is not governed by the national legal system\textsuperscript{139}.

The dispute between DJ and RBP is a contractual issue, but its binding force is transnational. Issues experienced by the DJ is the authority of FIFA to make settlement if PSSI unable to finish. This is based on the agreement made by the DJ and the RBP is an agreement with transferring power and right to FIFA who is the controller of the International football sport.

The Indonesia government's role in sports needs to be done, since unacceptable to organize football without a government role, and the government is also responsible for what happens with football implementation, so it needs to be emphasized in this writing, government intervention must stay in the organization of football, but government intervention is limited to implementing football, does not about the internal issues of sports organizations and the rule of the sport’s game.

In the issues described between the RBP and DJ about the existence of an intervention made by the government to the position of PSSI as Indonesian sports organization, making a question about how the national legal system regulating the national sports law in our country is not clashing with the legal sports system which comes from FIFA.

Professional football competitions started with a universal set of rules, these rules derived from FIFA's legal system comprising the FIFA statute and all its derivatives, this called lex sportiva which comprises the laws of the game as lex ludica and lex sportiva itself, which enforced to make sure that the professional football competition in each country is work according to the mechanism. Although implementing FIFA rules is not surprising in conflict with Indonesian law. Things that usually differ sincere about implementing the laws of the game but to the enforcement lex sportiva related to things and mechanisms and ways of organizing a football competition besides the laws of the game.  

Sports actors are subject to the general rules of law applicable within their country such as legislation, legal, health, security, contract regulation, tax-related law, Manpower Law and so on. So the role of PSSI required with dispute settlement between DJ and RBP related to dispute salary payable to Early Termination is done by RBP and has not been completely fixed obligations by RBP to DJ.

C. Manpower regulations of PSSI perspective

Based on the results of the writer’s research of the employment agreement between the DJ with the club RBP form agreement is an agreement to do a service, which RBP wants from the DJ, doing a job to achieve a goal, where RBP will offer wages, because what will be done to achieve the goal is

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140 Eko Noer Kristiyanto, the role of National regulations in the implementation of professional football Competition in Indonesia BPHN Kemenkumham, Jakarta, 2015), page 448
agreed to the DJ, where the DJ is an expert in doing a job and he also has set a tariff for his services, in this case, is a foreign coach. The form of the agreement must be under the employment agreement arranged by Law no. 13 of 2003 on manpower and statutes of PSSI.

Each foreign coach who wishes to work in Indonesia should be accompanied by a coach agent so any person who represents, negotiating on behalf of or acting as a coach (other than a lawyer providing official professional advice) in registration or transfer of the coach's registration or hiring and or the term of the coach's placement by the club and has targeted the licenses in the FIFA agent's regulation for the matter. The agent will promote the coach to the football club and negotiate with a club interested in using the services of the foreign coach.\textsuperscript{141}

Besides getting clubs for foreign coaches, the agency also has the duty to create an employment agreement of both parties (foreign coach and football club) under the agreed an agreement by paying attention to everything and the interest of foreign coaches to avoid the occurrence of things that could harm foreign coach. The employment agreement shall be made of 3 (three) copies of the same contents on stamped paper and shall have the same legal power after being signed by the parties, including by the coach agent. But, the position of the coach agent in this case is only as a third party who is a consultant to a foreign coach, where the agent has set a certain rate for his

\textsuperscript{141} http://www.ilo.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo jakarta/documents/publication/wcms_548661.pdf accessed on December, 1 2017 at 8 PM
services. The contents of an employment agreement between the club and the foreign coach shall at least contain\(^\text{142}\):

a. Identity of foreign coach as a worker

b. Club identity as an employer,

c. Date of agreement,

d. Job title or type of work,

e. Definitions

f. The scope of the agreement,

g. Duration of the agreement,

h. The basic value of the agreement and the method of payment/ salaries,

i. Obligating for parties

j. Termination of agreement,

k. Completion of complaints,

l. Football regulations

m. Closing, and

n. Signature of the parties in employment agreement.

In addition, an employment agreement between a foreign coach and a club is required to use two official PSSI languages, Indonesian and English, under Article 10 of the PSSI statute which states that the official language used by PSSI is Indonesian and English. Official documents and texts are written in both languages. If any inconsistency arises between the meaning of the text made in Indonesian and English, the English text shall be deemed

\(^{142}\) See Permenaker No.16 of 2015 on procedures for the use of foreign workers
valid and binding. If the above matters are not contained in an employment agreement between the club and the foreign coach, then the agreement an invalid or unenforceable because it does not meet the terms of the employment agreement under Article 54 Law of the Republic of Indonesia Number 13 of 2003 on manpower and statutes of PSSI.

The state may intervene in the sense that shows its influence, but in a limited and necessary way, in football as a global sport feted by society, the state should not interfere too far and institutions should not be forced to take rather than the functions that nature can be done by society.

Football association of Indonesia has an arbitration tribunal that handles all internal disputes or national internal disputes between PSSI, its members, players, coaches, officers and matches and player agents are not under the writer of its legal entity. The executive committee prepares a special regulation on the composition, jurisdiction and regulatory procedures of this arbitration tribunal.\(^{143}\)

**D. Rules of manpower Indonesian legal perspective**

Before a foreign coach joins a club, between the football club and the foreign coach joins into an employment agreement, in the employment agreement, the rights and obligations of each party are included. The first party is the football club which a member of PSSI and the second party is a foreign football coach who makes football as the main livelihood. In the

\(^{143}\) Article 65, Article 66 and Article 67 Statutes of PSSI
employment agreement also included the value of the foreign coach contract along with the payment procedures and the immigration status of the foreign coach concerned, and others.

Although an employment agreement has been set up between a football club and a foreign coach, in fact, there are still abuses in the football world such as unpaid salary / wage pay or unilateral contract termination without pay. Sometimes, the legal certainty of foreign football coaches is still fewer useful for foreign football coaches, for example, one party does not do its obligations.

In the case using foreign workers in Indonesia, besides regulated in the Act. No. 13 of 2003 on Manpower, using foreign workers in Indonesia shall pay attention to other regulations such as regulating the Minister of Manpower and Transmigration of the Republic of Indonesia No. Per.02 / Men / III / 2008 on Procedures of Foreign Workers, Law of the Republic of Indonesia number 6 of 2011 on Immigration, and in the case of using foreign coach, shall pay attention to the Law of the Republic of Indonesia number 3 of 2005 on National Sport System, and Statutes of PSSI which became the basis in using foreign football coaches in Indonesia.

The agreement as one source of an alliance can be found based on the Article 1233 of Indonesian Civil Code, which states that "Each alliance is born because of consent, both because of the law". Provision is reaffirmed by Article 1313 of the Civil Code, which states that "An agreement is an action
by which 1 (one) person or more binds himself to 1 (one) other or more people”. An Article explains that the agreement creates the alliance.

The Civil Code states there is no alliance that comes from outside the agreement and because of matters established by law. The alliance giving the rights and obligations of the parties makes the agreement. By entering a contract, agreeing party binds to give something, do something or not. By voluntary nature, the agreement must be made of will and should be executed with the intent of the party makes the agreement.

Based on Article 52 paragraph (d) of Law. No. 13 of 2003 on Manpower jo. Article 1320 jo. Article 1335 -Article 1337 of the Civil Code, the employment agreement must be based on a lawful cause. The lawful purpose is the intended purpose or intention of an employment agreement. As for what means by the lawful is contain the work may not violate the law, morals, and public order144.

Article 54 of Law Number 13 of 2003 regarding Manpower states that written employment agreements shall contain at least the following:

a. Name, company’s address, and types of company

b. Name, sex, age and worker’s address

c. Positions or type of work

d. Place of work

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e. The number of salary and conditions of payment,
f. Working conditions that contain the rights and obligations of employers and workers / laborers,
g. Start and termination of the employment agreement,
h. Place and date of the employment agreement made, and
i. Signature of the parties in the employment agreement.

The Law No. 13 of 2003 on Manpower explains that every workforce who works in Indonesia, both local workers and foreign workers have the equal opportunity to work and protected by law.

In the case of foreign workers in Indonesia, besides to being regulated to the Law of the Republic of Indonesia number 13 of 2003 on Manpower, it shall pay attention to other regulations such as Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia number Per.02 / Men / III / 2008 on the Procedures of Foreign Workers, the law of the Republic of Indonesia number 6 of 2011 on Immigration, and with Foreign Coach, shall pay attention to the law of the Republic of Indonesia number 3 of 2005 on the national sport system and statute of PSSI become basic in using foreign football coaches in Indonesia\textsuperscript{145}.

According to the writers that the employment agreement made between DJ and RBP is an agreement that has complied with the standard employment agreement under the legislation is an employment agreement made in two languages English and Indonesian. In the absence of two languages, the

\textsuperscript{145} Hinca IP Pandjaitan, \textit{Op.Cit}, page 178
employment agreement infringes Article 54 to the Law. No.13 of 2003 on manpower and statutes of PSSI\textsuperscript{146}.

E. The Applicable Law

The professional football competition is not controlled by the state, football has its own rules of play that make the football sovereign and the system controlled by FIFA as the premier football organization. The FIFA system is engaged in a transnational system and needs to be understood as to its limits in terms of the state's severity and jurisdiction because if there is a conflict existence a professional football competition is threatened and becomes disrupted\textsuperscript{147}.

According to Jimly Asshiddiqie in modern democratic systems, the system power in the life of the state can be distinguished in three regions or domains, the state, market, and civil society. These three areas or domains of power their own logic and law\textsuperscript{148}. This is what Jimly calls the theory of organizational imperatives. The theory of organizational imperatives is intimately related to the theory of pluralist sovereignty, the theory of pluralist sovereignty states that sovereignty does not constantly have to be interpreted as absolute and belongs to the state only. Sovereignty can be decentralized to

\textsuperscript{146} Ibid.
\textsuperscript{147} Eko Noer Kristiyanto, \textit{Op.Cit}, page 443
\textsuperscript{148} Jimly Asshiddiqie, \textit{Independence of Association of Dissolution of Political Parties and Constitutional Court}, Constitution Press, Jakarta, 2005), page 43
the community of people able of doing so to promote the commonweal without having to offend the sovereignty itself\textsuperscript{149}.

The theory of pluralist sovereignty spawned legal pluralism, presence transnational legal systems besides national legal systems and international legal systems. Transnational law is a rule made by an international community that is not a universal society and applies to the community and across state borders\textsuperscript{150}. FIFA has full writer and sovereignty in organizing systems, rules and mechanisms to make sure the laws of the game exercised and adhered to by all its members when conducting a professional football competition, this what lex sportiva calls, including the laws of the game as lex ludica. Instead, the state has none writer about the laws of the game\textsuperscript{151}.

However, although FIFA has full sovereignty over the football system, FIFA cannot hold the football without presence the country, related to existence a football field and other supporting infrastructure territorial location in the territory of the sovereignty and jurisdiction of a country, it can be said no football without state permission. In this context, a relation between manpower regulations of FIFA, PSSI or Manpower Law\textsuperscript{152}.

FIFA's legal system must be subject to unconditionally to the Indonesian law because de jure is the absolute jurisdiction of Indonesia's national legal system. Since the world of law in sports does not make up a

\textsuperscript{149} Eko Noer Kristiyanto, \textit{Loc.Cit},

\textsuperscript{150} \textit{Ibid.}

\textsuperscript{151} Hinca IP Pandjaitan, \textit{Op.Cit}, page 18

\textsuperscript{152} \textit{Ibid.}
world of law that is separate from Indonesian law because if the rules
governing the sport made by private international sports organizations, the
sport still cannot avoid associated with Indonesian law.153

Sports actors are subject to the general rules of law relevant within
their country such as legislation on the legal entity, health, security, legal
agreement, tax-related law, Manpower Law and so on. In the International
Civil Law according to Sudargo well are several theories to solve the problem
of legal choice such as Lex Loci Contracts Theory: according to this theory
the law useful in a contract determined by law where the contract made,
created and born.154

If reviewed based on Lex Loci Contracts Theory then the rule of law
by DJ and RBP is the Manpower Law. Settlement of disputes may use
litigation or non-litigation lanes. The choice of law in the Manpower Law has
included in the employment contract between DJ and RBP.

Article 18

1. This contract of head coach & team manager is built upon and is
subject to the laws of the Republic of Indonesia.

2. Both parties agree that any dispute between the content and
implementing this head coach & team manager’s contract will be
resolved by deliberation between the club and the head coach &
team managers within 14 (fourteen) days from dispute and strived

154 Sudargo Gautama, Indonesian Private International law, Volume II Section
4th Book 5, Alumni, Bandung, 1998), pp. 89
by both parties to the dispute is not up to the sports organization of an higher football that is BLI / PSSI / AFC / FIFA.

3. **If a discussion for consensus as referred to in paragraph 1 settles agreement then make a Joint Agreement signed by both parties. Against the joint Agreement made by both parties is binding and legally mandatory and must exercise by the parties.**

4. **If the discussion for consensus as referred to in paragraph 1 not reached, head coach & team manager club agree to continue settles the dispute through the mediation process by selecting a person appointed and agreed by club and head coach & team manager as mediator.**

5. **If mediation as referred to in paragraph 3, no agreement is reached on settles the dispute, both of parties agree to settle the dispute by legal means and appoint a legal domicile and stay as a dispute settlement in the Clerk's Office of the District Court A class of Bandung.**

   Based on interview with Aristo Pangaribuan S.H., LL.M. if there is emptiness of law in PSSI and got stuck with dispute resolution, the case can go to court.

   Based on described above that even though in the contract gives the principle of freedom of contract, but not free without limit. The State reserves the right to do with restrictions by imposing restrictions such as prohibition a choice of law for particular things. Recognizing the potential for unlawful acts
or default then that is correct the employee contract made is a choice the
settlement location and the rule of law used considering the employee contract
between DJ and RBP are a transnational employment contract that uses in
Indonesian and FIFA regulations.
CHAPTER V
CLOSING

A. CONCLUSION

From result and discussion that has been researching by the writer about an observation on manpower contract football player with League 1 Club Indonesia (study case about DJ, Coach in Football Club RBP) can be concluded:

1. Mechanism law enforcement related with manpower contract football player with League 1 Club Indonesia review from DJ case is manpower law aspect as well as regulate in laws No. 13 of 2003 and agreement as well as regulate in book no.3 (three) KUHPedtata already fulfilled. Industrial relation earlier established in an agreement through Head Coach’s work No. 0 ** / Dir-Kpp / Isl / V / 2013 between RBP Club and DJ as a head coach. The agreement has points as stipulated in Article 1234 of the Civil Code in giving something, doing something or doing nothing. Judging from DJ with RBP that contract agreements made under article 1313 establish rights and obligations of them. But, DJ as a coach already executes his obligations does not get his rights when the termination contract is done. RBP is said to have defaulted. DJ case can be reviewed through Article 1233 of the Civil Code which states that "Each alliance is born either because of the consent, either because of the law. The terms set forth in the agreement are binding between DJ and RBP. DJ right is an obligation must be implemented by RBP and RBP right is an obligation must be implemented by DJ.
RBP terminates the employee shall be made following the existing procedures and compensate to DJ under applicable laws and regulations. The foreign worker has the same position as the Indonesian worker when he/she works for an Indonesian company. When they work in an Indonesian company, the law applicable to them is Indonesian Law no. 13 of 2003 on Manpower. If there is emptiness of law and got stuck with dispute resolution, it can be go to the court.

2. Related regulations of Employment Agreement of Players as arranged in Rule of PSSI number 01 / PO-PSSI / I / 2011 and Circular of FIFA no. 1171 on Professional Football Player Contract Minimum Requirements Viewed from Employment Regulations in Indonesia is Football governed, controlled and adhered to FIFA regulations but football cannot be implemented without a permit the country, because football is played on the stadium in the territory of a country's sovereignty. Existence a transnational legal system under FIFA's legal system is place in universal football worldwide and explains how a professional FIFA football competition system operates in a transnational system and needs to be understood as to its limitations on the state's sovereignty and jurisdiction. The organization of football games in the world, which Ken Foster calls \textit{lex ludica}. All of FIFA members are required to comply and carry out the laws of the game in every professional football game. This applies to any party that plays football as sui generis. Lex ludica is part of
lex sportiva, it ensures that football is done according to the rules while lex
sportiva sure about organizing lex ludica to run according to the mechanism.

If reviewed on Lex Loci Contractus Theory then the rule of law used
by DJ and RBP is manpower law. Dispute settlement may use litigation or
non-litigation lanes. The dispute between DJ and RBP is a contractual issue
but its binding force is transnational. Issues experienced by DJ is allowed
FIFA to resolve if PSSI unable to solve the dispute. This based on the
agreement made by DJ and RBP is an agreement by giving up the power and
right to FIFA who is the controller of the International football sports. The
role of PSSI is also required with dispute settlement between DJ and RBP
related to payment dispute due to Early Termination made by RBP party and
not yet settled obligations by RBP to DJ.

FIFA has full authority and sovereignty in organizing systems, rules
and mechanisms to make sure the laws of the game are enforced and observed
by all its members when conducting a professional football competition, this
what lex sportiva calls, including the laws of the game as lex ludica. Instead,
the state has no authority on the laws of the game. FIFA's legal system must
be subject to the Indonesian law because de jure is the absolute jurisdiction of
Indonesia's national legal system.
B. Suggestions

Here are suggestions to the government so that events such as those experienced by DJs do not happen again:

1. Foreign Workers, those working in sports such as football who play and work in Indonesia, should be registered with the Ministry of Manpower to protect their rights in the event of a breach by the employers.

2. The Law no. 13 of 2003 on Manpower has not set clear about protection for Foreign Workers, especially football players/coach. There shall be an implementing regulation which stipulates how the settlement procedures for foreign workers whose rights violated by the employers are handled by the Government or handled by the Indonesian Football Federation (PSSI).

3. Ministry of sport should arrange new specific law in order to protect the rights and obligations.
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Lex ludica is bunch of principe and rules as sporting law or (rules of game) quote on https://www.entsportslawjournal.com/articles/10.16997/eslj.112/

Lex sportiva is a law that specially regulate about sport quote on https://www.entsportslawjournal.com/articles/10.16997/eslj.112/

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UU. No. 39 Tahun 2004 tentang Penempatan dan Perlindungan Tenaga Kerja Indonesia di Luar Negeri
UU. No. 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial
UU Nomor 3 tahun 2005 tentang Sistem Keolahragaan Nasional
Perpres No. 72 Tahun 2014 tentang Penggunaan Tenaga Kerja Asing Serta Pelaksanaan Pendidikan dan Pelatihan Tenaga Kerja Pendamping,
Kepmenakertrans No. 228/Men/2003 tentang Tata Cara Pengesahan Rencana Penggunaan Tenaga Kerja Asing (RPTKA),
Kepmenakertrans No. 20/Men/III/2004 tentang Tata Cara Memperoleh Ijin Mempekerjakan Tenaga Kerja Asing,
Permenaker Nomor 35 Tahun 2015 Tentang Tata Cara Penggunaan Tenaga Kerja Asing.
FIFA Regulation on the Status and Transfer of Players,
APPENDIX

1. DJ’s contract with club RBP.

2. First termination contract (December 22, 2013).

3. Last dispute resolution agreement (November 22, 2017).
<table>
<thead>
<tr>
<th>Perjanjian Kesepakatan Pembayaran</th>
<th>Payment Dispute Resolution Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perjanjian Kesepakatan Pembayaran (&quot;Perjanjian&quot;) ini dibuat dan ditandatangi pada tanggal 22 November 2017, di Jakarta – Indonesia, oleh dan antara:</td>
<td>This Payment Dispute Resolution Agreement (&quot;Agreement&quot;) is made and signed on the 22 November 2017, in Jakarta – Indonesia, by and between:</td>
</tr>
<tr>
<td>1. PT Kreasi Performa Pasundan untuk selanjutnya disebut sebagai “Klub Sepak Bola Pelita Bandung Raya (PBR)”, dalam hal ini diwakili oleh:</td>
<td>1. PT Kreasi Performa Pasundan hereinafter referred to as The “Pelita Bandung Raya (PBR) Football Club”, represented by:</td>
</tr>
<tr>
<td>Nama : Marco Gracia Paulo</td>
<td>Name : Marco Gracia Paulo</td>
</tr>
<tr>
<td>Jabatan : Direktur Utama</td>
<td>Position : Director</td>
</tr>
<tr>
<td>Tempat/ Tanggal Lahir : Jakarta/16 Maret 1983</td>
<td>Birth place/ Date of Birth : Jakarta / 16 Maret 1983</td>
</tr>
<tr>
<td>No. KTP : 3201071603830015</td>
<td>Identity Number : 3201071603830015</td>
</tr>
<tr>
<td>Alamat : Toronto YB.7/40 Kota Wisata RT/RW 005/016, Limusunnggal, Cileungsi</td>
<td>Address : Toronto YB.7/40 Kota Wisata RT/RW 005/016, Limusunnggal, Cileungsi</td>
</tr>
<tr>
<td>Untuk selanjutnya disebut sebagai “Pihak Pertama”.</td>
<td>Hereinafter referred to as the “First Party”.</td>
</tr>
<tr>
<td>DAN</td>
<td>AND</td>
</tr>
<tr>
<td>2. Pelatih Utama &amp; Manager Tim Sepak Bola, dengan data sebagai berikut:</td>
<td>2. Head Coach &amp; Team Manager, with data as follows:</td>
</tr>
<tr>
<td>Nama : Darko Janackovic</td>
<td>Name : Darko Janackovic</td>
</tr>
<tr>
<td>Paspor/ Identitas No : 17FV08404</td>
<td>Paspor/ Identity number : 17FV08404</td>
</tr>
<tr>
<td>Kewarganegaraan : Perancis</td>
<td>Nationality : French</td>
</tr>
<tr>
<td>Untuk selanjutnya disebut sebagai “Pihak Kedua.”</td>
<td>Hereinafter referred to as the “Second Party”.</td>
</tr>
<tr>
<td>KINI KEDUA BELAH PIHAK DALAM PERJANJIAN INI MENYERTAIU YANG BERIKUT INI:</td>
<td>NOW BOTH PARTIES IN THIS AGREEMENT AGREED:</td>
</tr>
<tr>
<td>Maksud dan Tujuan Perjanjian</td>
<td>Purpose and Objectives of the Agreement</td>
</tr>
<tr>
<td>Kedua Pihak sepakat untuk menyelesaikan perselisihan mengenai kompensasi pemutusan kontrak kerjasama antara Pihak Pertama dan Pihak Kedua.</td>
<td>Both Parties agreed to settle the dispute about compensation for discontinuance the agreement contract between First Party and Second Party.</td>
</tr>
<tr>
<td>Kedua.</td>
<td>Pasal 2. Pembayaran Kompensasi</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Kedua Pihak menyepakati pembayaran Kompensasi Pemutusan Kontrak, mengacu kepada &quot;Perjanjian Pemutusan Kontrak / Contract Termination Agreement&quot; yang ditandatangani oleh Kedua Pihak pada tanggal 22 Desember 2013&quot;, dengan ketentuan sebagai berikut:</td>
<td>Both Parties agreed about compensation payment discontinuance contract, based on &quot;contract termination agreement which signed by both Parties on December 22, 2013&quot; with this condition:</td>
</tr>
<tr>
<td>2.1.1 Kedua Pihak sepakat untuk menyelesaikan perselisihan ini dengan kompensasi yang akan dibayarkan oleh Pihak Pertama kepada Pihak Kedua sebesar Rp. 900.000.000,- (sembilan ratus juta rupiah), dengan ketentuan yang diatur dalam poin 2.1.2 dibawah ini.</td>
<td>2.1.1 Both Parties agreed to settle the dispute with compensation that will pay by First Party to Second Party in the amount of Rp.900.000.000,- (nine hundred million rupiah),with condition that regulated in point 2.1.2 below.</td>
</tr>
<tr>
<td>2.1.2 Pihak Pertama melakukan pembayaran kepada Pihak kedua dengan ketentuan sebagai berikut:</td>
<td>2.1.2 First Party execute the payment to Second Party with the term as follows:</td>
</tr>
<tr>
<td>2.1.2a Dana sebesar Rp. 50.000.000 (lima puluh juta rupiah) DISETORKAN ke rekening bank (Untuk selanjutnya disebut &quot;Termin 1&quot;) pada tanggal 24 November 2017. Jika Termin 1 tidak dibayarkan pada tanggal 24 November 2017 oleh Pihak Pertama maka Pihak Pertama wajib membayar Sebesar Rp.1.800.000.000 (satu milyar delapan ratus juta rupiah).</td>
<td>2.1.2a Worth of fund Rp.50.000.000 (fifty million rupiah) DEPOSITED into bank account (Hereinafter referred to as the &quot;First Payment Period &quot;) on November 24, 2017. If the First Payment Period unpaid on November 24 , 2017 so First Party have to pay worth of fund Rp.1.800.000.000 (one billion eight hundred million rupiah)</td>
</tr>
<tr>
<td>2.1.2b Dana sebesar Rp. 250.000.000 (dua ratus lima puluh juta rupiah) DISETORKAN ke rekening bank (Untuk selanjutnya disebut &quot;Termin 2&quot;) pada tanggal 22 December 2017. Jika Termin 2 tidak dibayarkan pada tanggal 22 December 2017 oleh Pihak Pertama maka Pihak Pertama wajib membayar Sebesar Rp.1.800.000.000 (satu milyar delapan ratus juta rupiah).</td>
<td>2.1.2b Worth of fund Rp.250.000.000 (two hundred fifty million rupiah) DEPOSITED into bank account (Hereinafter referred to as the “Second Payment Period ”) on December 22, 2017. If the Second Payment Period unpaid on December 22 , 2017 so First Party have to pay worth of fund Rp.1.800.000.000 (one billion eight hundred million rupiah)</td>
</tr>
<tr>
<td>2.1.2c Dana sebesar Rp.300.000.000 (tiga ratus juta rupiah) DISETORKAN ke rekening bank (Untuk selanjutnya disebut &quot;Termin 3&quot;) pada tanggal 31 January 2018. Jika pembayaran Termin 3 tidak dibayarkan pada</td>
<td>2.1.2c Worth of fund Rp.300.000.000 (three hundred million rupiah) DEPOSITED into bank account (Hereinafter referred to as the “Third Payment Period ”) on January 31, 2018. If the Third Payment Period unpaid on January 31, 2018 so First Party</td>
</tr>
<tr>
<td>Pasal 3. Penyelesaian Sengketa</td>
<td>Article 3. Dispute Resolution</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>3.1 Kedua belah pihak setuju setelah di tanda tangani nya perjanjian ini, &quot;Perjanjian Pemutusan Kontrak / Contract Termination Agreement yang ditandatangani oleh Kedua Pihak pada tanggal 22 Desember 2013&quot; dinyatakan selesai ketika ketika Pihak Pertama melakukan pembayaran kepada Pihak kedua dengan total pembayaran yang diatur dalam point 2.1.2.</td>
<td>3.1 Both Parties agree after this agreement signed, &quot;contract termination agreement which signed by both Parties on December 22, 2013&quot; is over when the First Party execute the payment to Second Party with the total payment as stipulated in point 2.1.2.</td>
</tr>
<tr>
<td>3.2 Pihak Pertama wajib membayar seluruh kompensasi kepada Pihak Kedua sesuai yang diatur dalam point 2.1.2.</td>
<td>3.2 The First Party shall pay all compensation to Second Party as stipulated in point 2.1.2.</td>
</tr>
</tbody>
</table>
| 3.3 Apabila Pihak Kedua belum menerima seluruh/hanya sebagian dari pembayaran yang telah disepakati para Pihak seperti yang diatur pada point 2.1.2, maka Pihak Pertama wajib bersedia dituntut baik:
   a. Secara Hukum Pidana di wilayah hukum Kepolisian RI, dan
   b. secara Hukum perdata di Pengadilan Negeri Jakarta Selatan oleh Pihak Kedua sesuai dengan peraturan perundang-undangan yang berlaku di Republik Indonesia. |
| 3.3 If the Second Party has not received all / only part of the payment agreed upon by the Parties as stipulated in point 2.1.2, then the First Party shall be willing to be prosecuted:
   a. Criminal Law in the Jurisdiction of The Indonesia National Police, as well
   b. Civil Law in the Court of South Jakarta by the Second Party in accordance with the applicable laws and regulations of the Republic of Indonesia. |

| Perjanjian ini dibuat dan ditandatangani dalam 3 (tiga) dokumen asli yang masing-masing dokumen untuk Pihak Pertama, Pihak Kedua dan PSSI, dalam keadaan sadar oleh para pihak, bersifat mengikat dan berlaku sah dan mutlak dan dapat dipergunakan sebagaimana mestinya. |
| This Agreement is made and signed in 3 (three) original documents which each document is for the First Party, the Second Party and for the PSSI, in a conscious state by the parties, binding and lawful and absolute and can be used properly. |

| Tanggal/Date :
Jakarta, 22 November 2017 |
| Tanggal/Date :
Jakarta, 22 November 2017 |

| Pihak Pertama/First Party : |
Marco Gracia Paulo
Direktur Utama/Director |
| Pihak Kedua/Second Party : |
Darko Janackovic
Pelatih Utama & Manager Tim Sepak Bola/
Head Coach & Team Manager |

| Saksi /Witness |
Priyanka Tobing |
Mengetahui/Acknowledge |
Ratu Tisha Destria
General Secretary of PSSI |
| Deny Triyana |
CONTRACT TERMINATION AGREEMENT

This CONTRACT TERMINATION AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into on Sunday, December 22, 2013 in Jakarta, by the undersigned:

1. PT. KREASI PERFORMA PASUNDAN, a limited liability company, which is the Legitimate Managing Company of PELITA BANDUNG RAYA Football Club, domiciled at Jl. Jalan Ciputat Raya No 22A Jakarta – Selatan, in this matter represented by:

   Name: Marco Gracia Paulo
   Title: Director
   Address: Jakarta

Hereinafter be referred to as the "1st Party".

2. Name: Darko Janackovic
   Address: Francaise
   Place/Date of Birth: Pirot, 11-05-1967
   Passport/ID No.: 13AV43774
   Nationality: French

Hereinafter referred to as the "2nd Party".

The 1st Party and the 2nd Party (altogether hereinafter referred to as "The Parties") would like to state the following:

1. The 1st Party and The 2nd Party have come to a mutual agreement to terminate the HEAD COACH & TEAM MANAGER Contract number: 050/DIR-KPP/ISL/V/2013, signed by 1st Party (Club) and 2nd Party (Head Coach & Team Manager) on 11 March, 2013.

2. The 1st Party and The 2nd Party agreed to terminate the aforementioned Contract with the compensation as following:

   a. The 1st Party will provide 1 (one) cheque with the amount in Rupiah, equal to 18,000 USD. This cheque will due on 31st of January 2014.

   b. The 1st Party will provide 9 (nine) cheques with the amount in Rupiah, equal to 13,000 USD. Each individual cheque will due on the last day of every month, from February to October 2014. The 1st Party will also provide 1 (one) additional cheque equal to 18,000 USD, due on the last day of November 2014.

   c. The cheques provide by the 1st Party in point "b" above will only accepted as a guarantee to the 2nd Party and the cheque will be submitted by the 1st party to the 2nd Party when this AGREEMENT is signed, and the 2nd Party must submit the 10 (ten) cheques to PSSI as the guarantor before 20 January 2014. The actual payment will be executed by the 1st Party to the Indonesian Bank Account of the 2nd Party with the schedule of:

      - 28 February, 2014 : USD 13,000
      - 31 March, 2014 : USD 13,000
      - 30 April, 2014 : USD 13,000
      - 31 May, 2014 : USD 13,000
      - 30 June, 2014 : USD 13,000
      - 31 July, 2014 : USD 13,000
      - 31 August, 2014 : USD 13,000
      - 30 September, 2014 : USD 13,000
      - 31 October, 2014 : USD 13,000
      - 30 November, 2014 : USD 18,000
d. All payments can be done in Rupiah with the official exchange rate of Bank Central Asia at the respective day of each month as arranged in the schedule in point "c" above.

e. Should the 1st Party fail to execute the payment as arranged in point "c" and "d" above, then PSSI as the guarantor will have the authority to cash out the cheques and transfer the money to the account of the 2nd Party.

3. The 1st Party and The 2nd Party mutually agreed to appoint PSSI as the legitimate mediator and guarantor. The Parties give the authorization to ONLY PSSI to monitor the execution of points agreed in this AGREEMENT.

4. The 2nd Party agreed to return the possessions belong to the 1st Party, including Company's Car and all other possessions belong to the 1st Party when this AGREEMENT is signed.

5. The 1st Party and The 2nd Party agreed to accept all compensations agreed and to revoke all rights and obligations of each Party stated in the HEAD COACH & TEAM MANAGER Contract mentioned in point 1 of this AGREEMENT, and will not file any further charges or legal actions based on the HEAD COACH & TEAM MANAGER Contract, which has been mutually agreed to be terminated.

6. The 2nd Party has received all legal documents to exit Indonesian territory through the immigration in the airport arranged by the 1st Party.

The Parties make this AGREEMENT in good conditions, conscious and no coercion from any parties, made in 2 (two) copies, each has the same legal power. After being read and understood and witnessed by the third party, further signed by the Parties and affixed with Indonesian Legal Stamp.

1st Party

[Signature]

Marco Gracia Paulo

2nd Party

[Signature]

Darko Janackovic

WITNESS

____________

Contract Termination Agreement
KONTRAK KERJA PELATIH UTAMA
No. 0**/DIR-KPP/ISL/V/2013
antara
PT. KREASI PERFORMA PASUNDAN
dengan
PELATIH UTAMA
KLUB PELITA BANDUNG RAYA

Kontrak Kerja Pelatih Utama dan Manajer Tim ini (selanjutnya disebut: "Kontrak Pelatih Utama
dan Manajer Tim") dibuat pada hari ini, Kamis,
tanggal 14 Maret 2013 bertempat di Bandung,
kami yang bertanda tangan di bawah ini:

1. PT. KREASI PERFORMA PASUNDAN, suatu
perseroan terbuka, beralamat di Jalan
Ciputat Raya No 22A Jakarta – Selatan, dalam
hal ini diwakili oleh:
   
   Nama : Marco Gracia Paulo
   Jabatan : Direktur
   Alamat : Jakarta

Selanjutnya disebut sebagai KLUB.

1. Nama : Darko Janackovic
   Alamat : Francaise
   Tempat/Tanggal : Pirot, 11-05-1957
   No. Paspor/KTP : 04BH39509
   Kebangsaan : Perancis

Untuk selanjutnya disebut sebagai Pelatih
Utama dan Manajer Tim.

KLUB dan PELATIH UTAMA & MANAJER TIM
terlebih dahulu hendak menerangkan hal-hal
sebagai berikut:

1. Bahwa KLUB adalah klub sepakbola yang
terdafar sebagai klub anggota Persatu
Sepakbola Seluruh Indonesia ("PSSI"), yang
juga dikenal secara umum dengan nama
"KLUB PELITA BANDUNG RAYA".

2. PELATIH UTAMA & MANAJER TIM adalah
Pelatih Utama sepakbola profesional yang
pada saat Kontrak PELATIH UTAMA &
MANAJER TIM ini ditandatangani, tidak terikat
perjanjian kontrak kerja dengan Klub
Sepakbola manapun.

3. PELATIH UTAMA & MANAJER TIM dan KLUB
sepakat bahwa yang disebut dan dimaksud
 dengan "Kompetisi" dalam semua ketentuan
dalam pasal-pasal Kontrak PELATIH UTAMA &
MANAJER TIM ini, hanya merujuk kepada
Kompetisi dan/atau Turnamen yang

HEAD COACH CONTRACT
No. 0**/DIR-KPP/ISL/V/2013
between
PT. KREASI PERFORMA PASUNDAN
and
HEAD COACH
PELITA BANDUNG RAYA FOOTBALL CLUB

This Head Coach and Team Manager Contract
(hereinafter be referred to as the "Head Coach
& Team Manager Contract") is entered into on
Thursday, March 14, 2013 in Bandung, we the
undersigned:

1. PT. KREASI PERFORMA PASUNDAN, a limited
liability company, domiciled at Jl. Jalan
Ciputat Raya No 22A Jakarta – Selatan, in
this matter represented by:

   Nama : Marco Gracia Paulo
   Title : Director
   Address : Jakarta

Hereinafter be referred to as the CLUB.

These:  

1. Name : Darko Janackovic
   Address : Francaise
   Birth and Passport/ID No. : Pirot, 11-05-1957
   Nationality : French

Hereinafter be referred to as the Head Coach
and Team Manager:

The CLUB and the HEAD COACH & TEAM
MANAGER first would like to state the following:

1. The CLUB is a football club registered as a
member of Indonesian Football Association
("PSSI"), commonly known as "PELITA
BANDUNG RAYA CLUB".

2. The HEAD COACH & TEAM MANAGER is a
professional football Head Coach, which at
the time of the execution of this HEAD
COACH & TEAM MANAGER Contract, is not
bound under any contract with any other
football club.

3. The HEAD COACH & TEAM MANAGER and the
CLUB agree that "Competition" in all
provisions under this HEAD COACH & TEAM
MANAGER Contract only refers to
competitions and/or tournaments held by the
Indonesian League Body (BLI)/PSSI/ASEAN
diselenggarakan oleh Badan Liga Indonesia (BLI)/PSSI/ASEAN Football Federation (AFF)/Asian Football Confederation (AFC)/Fédération Internationale de Football Association (FIFA) dan/atau event/kegiatan lain yang mendapat persetujuan PSSI, yang
dilikui KLB.

KLB dan PELATIH UTAMA & MANAJER TIM sepakat untuk mengikatkan diri dalam suatu
perjanjian dengan menggunakan ketentuan-
ketentuan yang tertuang dalam Bab dan Pasal-
pasal sebagai berikut:

CHAPTER I

TERM AND EXTENSION OF THE CONTRACT

Article 1

Term and Extension

1. This HEAD COACH & TEAM MANAGER
   Contract is valid from **2013 until *.*.

2. In no later than 2 (two) months prior to the
   end of the term of this HEAD COACH & TEAM
   MANAGER Contract, the CLB and the HEAD
   COACH & TEAM MANAGER shall hold
deliberation to determine whether this HEAD
   COACH Contract will be extended or not
   extended.

3. If the agreement regarding the extension of
   the HEAD COACH & TEAM MANAGER
   Contract as provided in paragraph 2 above
does not occur, then this HEAD COACH &
TEAM MANAGER Contract shall be deemed
not being extended by the Parties and
therefore this HEAD COACH & TEAM
MANAGER Contract will be automatically
terminated in accordance with paragraph 1
above.

4. The CLUB and the HEAD COACH & TEAM
   MANAGER declare that as of the termination
of this HEAD COACH & TEAM MANAGER
Contract as provided in paragraph 1, each of
the CLUB and the HEAD COACH & TEAM
MANAGER is immediately and simultaneously
released from all rights and obligations under
this HEAD COACH & TEAM MANAGER
Contract.

5. If in the future it is found out that the
   Competition is not over due to changes on
   Competition’s schedule which affected
   PSSI’s policy or due to force majeure, while
   this HEAD COACH & TEAM MANAGER

KLB Pelita Bandung Raya ISL 2012/2013

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6. PELATIH UTAMA & MANAJER TIM dilarang melakukan negosiasi/pembicaraan kontrak kerja baru dengan pihak ketiga manapun juga dengan alasan apa pun juga sebelum masa Kontrak PELATIH UTAMA & MANAJER TIM ini berakhir sesuai dengan ketentuan Kontrak PELATIH UTAMA ini dan/atau 2 (dua) bulan menjelang Kontrak PELATIH UTAMA & MANAJER TIM berakhir dan manakala antara kedua belah pihak sepakat tidak terjadi perpanjangan Kontrak PELATIH UTAMA & MANAJER TIM sebagaimana diatur dalam ayat 2.

7. Selama PELATIH UTAMA & MANAJER TIM terikat kontrak kerja dengan KLUB maka KLUB berhak untuk memegang sepenuhnya segala surat-surat yang dimiliki PELATIH UTAMA & MANAJER TIM diantaranya paspor dan Kartu Izin Tinggal Sementara ("KITAS").

BAB II
HAK DAN KEWAJiban KLUB DAN PELATIH UTAMA

Pasal 2
Nilai Kontrak dan Cara Pembayaran

1. Atas Kontrak PELATIH UTAMA & MANAJER TIM ini maka PELATIH UTAMA & MANAJER TIM berhak atas pembayaran nilai kontrak sebesar USD 156,000 per tahun. Pajak Penghasilan akan ditanggung oleh Perseroan.

2. Pembayaran uang kontrak sebagaimana dimaksud dalam ayat 1 dilakukan dengan tahapan-tahapan sebagai berikut:

Contract has expired as provided on paragraph 1 above, and if it is deemed necessary by the CLUB that it requires the HEAD COACH & TEAM MANAGER to complete the competition until the end of the Competition then the CLUB and the HEAD COACH & TEAM MANAGER agree to extend the HEAD COACH & TEAM MANAGER Contract until the end of the Competition subject to payment terms as provided in Article 2 paragraph 9 below.

6. The HEAD COACH & TEAM MANAGER is prohibited to negotiate/hold discussion regarding new contract with any third party for whatever reason before the end of terms of the HEAD COACH & TEAM MANAGER Contract in accordance with the terms of this HEAD COACH & TEAM MANAGER Contract and/or before 2 (two) months prior to the end of term of the HEAD COACH & TEAM MANAGER Contract and in the event the Parties agree that there will be no extension of the HEAD COACH & TEAM MANAGER Contract as provided in paragraph 2 above.

7. As long as the HEAD COACH & TEAM MANAGER is bound under employment contract with the CLUB, then the CLUB is entitled to keep all paperworks owned by the HEAD COACH & TEAM MANAGER, among others, passport and Kartu Izin Tinggal Sementara ("KITAS").
a. Nilai kontrak dibagi menjadi gaji per bulan sebesar USD 13,000.

b. Pembayaran gaji bulanan sebagaimana dimaksud dalam huruf (a) diatas akan dibayarkan oleh CLUB kepada PELATIH UTAMA & MANAJER TIM selambat-lambatnya tanggal 25 (dua puluh lima) setiap bulan berjalan ke rekening PELATIH UTAMA & MANAJER TIM atau yang ditunjuk oleh PELATIH UTAMA & MANAJER TIM.

c. CLUB dapat melakukan penundaan pembayaran gaji bulanan kepada PELATIH UTAMA & MANAJER TIM dalam waktu tidak lebih dari 10 (sepuluh) hari terhitung dari waktu yang ditentukan dalam huruf (b) diatas atau karena hari pembayaran tersebut merupakan hari Sabtu atau Minggu atau hari-hari libur lainnya yang ditetapkan oleh Pemerintah Republik Indonesia.

3. PELATIH UTAMA & MANAJER TIM tetap mendapatkan nilai kontrak sebagaimana dimaksud dalam ayat 1 diatas walaupun dalam kurun waktu tertentu PELATIH UTAMA & MANAJER TIM tidak dapat melaksanakan kewajibannya sebagai Pelatih Utama CLUB berdasarkan Kontrak PELATIH UTAMA & MANAJER TIM ini yang disebabkan oleh karena:

a. Sakit/cedera yang ditimbulkan dari kegiatan PELATIH UTAMA & MANAJER TIM atas perintah CLUB.

b. Hal-hal lain atas persetujuan tertulis dari CLUB.

4. Apabila ternyata jangka waktu Kontrak PELATIH UTAMA & MANAJER TIM ini belum berakhir sedangkan Kompetisi telah selesai maka CLUB mempunyai kewajiban membayar gaji bulanan PELATIH UTAMA & MANAJER TIM selama masa Kontrak PELATIH UTAMA & MANAJER TIM yang tersisa dengan menggunakan tata cara pembayaran sebagaimana ditetap dalam ketentuan ayat 2 huruf b diatas.

5. Apabila ternyata jangka waktu Kontrak PELATIH UTAMA & MANAJER TIM ini sudah berakhir sedangkan Kompetisi belum selesai maka sesuai dengan ketentuan Pasal 1 ayat 5, CLUB dan PELATIH UTAMA & MANAJER

a. The contract value will be executed as monthly salary of USD 13,000 per month.

b. Payment of monthly salary as provided in point (a) above will be paid by the CLUB to the HEAD COACH & TEAM MANAGER on the 25th day at the latest for the relevant month to the HEAD COACH’s account or other account determined by the HEAD COACH & TEAM MANAGER.

c. The CLUB may suspend the monthly salary payment to the HEAD COACH & TEAM MANAGER no later than 10 (ten) days from the time provided in point (b) above or due to the payment date falls on Saturday or Sunday or other holiday determined by the Government of the Republic of Indonesia.

3. The HEAD COACH & TEAM MANAGER still receive the contract value as provided in paragraph 1 above although, within certain time, the HEAD COACH & TEAM MANAGER is not able to perform his obligation as the CLUB’s player under this HEAD COACH & TEAM MANAGER Contract due to:

a. Illness/injury due to HEAD COACH’s & TEAM MANAGER activities ordered by the CLUB.

b. Other things approved by the CLUB in writing.

4. If the term of this HEAD COACH & TEAM MANAGER Contract has not expired but the Competition is over, the CLUB has the obligation to pay the HEAD COACH’s & TEAM MANAGER remaining monthly salary with the payment procedure as provided in paragraph 2 point b above.

5. If the term of the HEAD COACH & TEAM MANAGER Contract has expired and the Competition is not yet over, in accordance with Article 1 paragraph 5, the CLUB and the HEAD COACH & TEAM MANAGER agree to
Pasal 3
Lingkup Pekerjaan, Kepatuhan Bekerja dan Meningkatkan Profesionalisme

1. PELATIH UTAMA & MANAJER TIM akan berkoordinasi dengan Direktur Teknik dan CLUB untuk mengadakan latihan untuk kepentingan KLUB di kota manapun, di dalam dan di luar Negara Indonesia yang merupakan bagian program dari KLUB baik dalam rangka kompetisi maupun Turnamen.

2. PELATIH UTAMA & MANAJER TIM diwajibkan untuk mematuhi ketentuan sebagaimana Key Performance Indicator yang dibuat oleh CLUB sebagaimana Lampiran 1.

3. PELATIH UTAMA & MANAJER TIM setuju dan tunduk serta mengikuti semua program kegiatan dari KLUB dalam hubungan KLUB dengan pihak ketiga yang berkaitan dengan promosi, publisitas, periklanan dan kontrak sponsor serta program kegiatan lainnya yang dianggap perlu untuk kepentingan KLUB.

4. PELATIH UTAMA & MANAJER TIM akan selalu menjaga dan meningkatkan tingkat profesionalisme mereka sebagaimana yang dibutuhkan oleh KLUB.

Pasal 4
Evaluasi Kinerja (Kapabilitas Kualitatif) PELATIH UTAMA

1. KLUB berkewajiban untuk melakukan evaluasi kinerja (kapabilitas kualitatif) PELATIH UTAMA & MANAJER TIM secara periodik dan memberikan hasil evaluasinya secara tertulis kepada PELATIH UTAMA.

2. Atas hasil evaluasi sesuai dengan ayat 1, KLUB berkewajiban untuk mengambil tindakan yang diperlukan dan PELATIH UTAMA & MANAJER TIM extend the term of the HEAD COACH & TEAM MANAGER Contract until the end of the Competition, provided that the HEAD COACH & TEAM MANAGER will still receive payment each month which amount is the same as the monthly salary paid by the HEAD COACH & TEAM MANAGER as provided in paragraph 2 point b above.

Article 3
Scope of Work, Working Compliance and Increasing Professionalism

1. The HEAD COACH & TEAM MANAGER will professionally coordinate with Technical Director and CLUB on conduct practices in the best interest of the CLUB in any city, inside and outside the territory of Indonesia which is part of the CLUB's program, whether for the purposes of competition or tournament.

2. The HEAD COACH & TEAM MANAGER is obliged to comply with certain provision as required on Key Performance Indicator attached on Appendix 1, issued by the CLUB.

3. The HEAD COACH & TEAM MANAGER agrees to and complies with and follows all activities from the CLUB in relation to the relationship between the CLUB and third parties related to promotion, publicity, advertisement, and sponsorship contract and other program which is deemed necessary for the CLUB's interests.

4. The HEAD COACH & TEAM MANAGER will always maintain and increase its professionalism level as required by the CLUB.

Article 4
Performance Evaluation (Qualitative Capability) of the HEAD COACH

1. The CLUB is entitled to evaluate the performance (qualitative capability) of the HEAD COACH & TEAM MANAGER periodically and deliver the evaluation result in writing to the HEAD COACH.

2. Upon the evaluation as provided in paragraph 1, the CLUB is entitled to take actions necessary and the HEAD COACH & TEAM
TIM berhak melakukan klasifikasi validitasnya.

**Pasal 5**
**Pemberian Fasilitas dan Kesejahteraan Lainnya**

Bentuk-bentuk fasilitas dan kesejahteraan yang diberikan oleh KLUB kepada PELATIH UTAMA & MANAJER TIM diantaranya:

a. KLUB memberikan fasilitas dalam bentuk natura (barang) atau uang dengan nilai setara untuk hal-hal yang berikut:

- Rumah Dinas yang dapat digunakan selama masa kontrak PELATIH UTAMA & MANAJER TIM berlaku.
  Mobil operasional yang dapat digunakan selama masa kontrak PELATIH UTAMA & MANAJER TIM berlaku. Jenis dan kendaraan yang disediakan disesuaikan dengan kebijakan dan kemampuan KLUB.

Periode pemenuhan fasilitas tersebut ditetapkan secara berkala oleh KLUB.

b. Meskipun bukan merupakan kewajiban KLUB namun dalam hal terjadi kemenangan dalam pertandingan kandang/tandang atau seri dalam pertandingan tandang, maka KLUB dapat memberikan bonus kepada PELATIH UTAMA dan MANAJER TIM yang besarnya disesuaikan dengan kebijakan dan kemampuan KLUB.

c. Pemberian fasilitas kesehatan kepada PELATIH UTAMA & MANAJER TIM termasuk dalam hal perawatan/ penyembuhan cedera yang dialami PELATIH UTAMA & MANAJER TIM, dengan ketentuan bahwa cedera tersebut dialami PELATIH UTAMA & MANAJER TIM hanya pada saat mengikuti kegiatan di KLUB. Jika PELATIH UTAMA & MANAJER TIM mengalami cedera di luar kegiatan KLUB maka KLUB tidak bertanggung jawab atas segala tindakan maupun biaya perawatan/ penyembuhan cedera tersebut.

**Pasal 6**
**Cedera dan Sakit**

1. Dalam hal PELATIH UTAMA & MANAJER TIM mengalami cedera atau penyakit yang tidak permanen pada saat mengikuti berbagai

**Article 5**
** Provision of Facilities and Other Welfare**

Forms of facilities and welfare granted by the CLUB to the HEAD COACH & TEAM MANAGER include:

a. The CLUB provides facilities in form of goods or money equal to the following:

- An operational house, which can be used during the period of contract of HEAD COACH & TEAM MANAGER.
- Operational Car, which can be used during the period of contract of HEAD COACH & TEAM MANAGER. The type of car will be decided by the CLUB’s policy and ability.

The term of providing such facilities is determined periodically by the CLUB.

b. Although it is not the obligation of the CLUB but in the event the CLUB wins home/away match or draw in an away match, then the CLUB may provide bonus to the HEAD COACH and TEAM MANAGER, which sum is adjusted to the CLUB’s policy and ability.

c. Provision of medical facility to the HEAD COACH which includes, in case of treatment/medication of injuries suffered by the HEAD COACH & TEAM MANAGER, provided that such injuries are suffered by the HEAD COACH & TEAM MANAGER inflicted during taking part in the CLUB’s activities. If the HEAD COACH & TEAM MANAGER suffers injuries inflicted outside the CLUB’s activities, then the CLUB is not responsible for any fees for the treatment/medication of such injuries.

**Pasal 6**
**Cedera dan Sakit**

1. In the event the HEAD COACH & TEAM MANAGER suffered injuries or illness which is not permanent during taking part in various
activities at the CLUB which caused the HEAD COACH & TEAM MANAGER unable to perform its obligations, then the HEAD COACH & TEAM MANAGER will inform the CLUB after the relevant occurrence which is evidenced by from the doctor’s official statement.

2. The CLUB is obliged and responsible for all fees incurred for circumstances as provided in paragraph 1 if the injuries or illness inflicted while taking part in various activities at the CLUB and requires medication and treatment from the hospital. The hospital medication and treatment fees incurred by the CLUB if based on evidence and/or recommendation from the doctor of the CLUB or doctor in Indonesia.

3. The CLUB is not obliged and responsible to bear all fees incurred for treatment of injuries/illness if such injuries/illness suffered by the HEAD COACH & TEAM MANAGER is inflicted while the HEAD COACH & TEAM MANAGER conducting his activities outside the CLUB’s activities.

4. The HEAD COACH & TEAM MANAGER is obliged to take recovery efforts from injuries/illness with the procedure approved/recommended by the CLUB.

5. If the HEAD COACH & TEAM MANAGER suffers permanent inability to perform his obligation pursuant to this HEAD COACH & TEAM MANAGER Contract in 1 (one) season based on medical/physical examination resulting from any activities conducted by the HEAD COACH & TEAM MANAGER which is outside or other than the CLUB’s activities, then the HEAD COACH & TEAM MANAGER is not entitled to and the CLUB is not obliged to pay the remaining contract value which has not been paid under this HEAD COACH & TEAM MANAGER Contract.

6. The HEAD COACH & TEAM MANAGER shall immediately notify the CLUB at the first instance in case of suffering an illness or accident and shall not undergo or approving any medical treatment without prior consent from the CLUB’s doctor (except in case emergency).
BAB III
PERATURAN DAN TATA TERTIB
Pasal 7
Peraturan
1. PELATIH UTAMA & MANAJER TIM akan mematuhi dan taat atas semua peraturan-
peraturan permainan dan sepakbola yang
dikeluarkan oleh FIFA sebagaimana yang
digunakan juga oleh PSSI dalam semua
pertandingan yang diikuti oleh CLUB.

2. PELATIH UTAMA & MANAJER TIM diwajibkan
untuk mematuhi peraturan-peraturan khusus
di luar Kontrak PELATIH UTAMA ini yang
dikeluarkan oleh KLUB.

Pasal 8
Waktu Kerja
1. PELATIH UTAMA & MANAJER TIM wajib
mengikuti seluruh program kegiatan yang
dibuat oleh KLUB dan/atau tim pelatih sesuai
dengan waktu yang telah ditentukan oleh
KLUB dan/atau tim pelatih termasuk dalam
hal pelaksanaan kegiatan sponsorship,
publisitas, promosi dan kegiatan-kegiatan
lainnya yang diselenggarakan oleh KLUB.

2. PELATIH UTAMA & MANAJER TIM berhak
untuk mendapatkan hari libur yang
pelaksanaannya/keputusannya merupakan
kesepakatan antara KLUB dan PELATIH
UTAMA.

Pasal 9
Tata Tertib
1. PELATIH UTAMA wajib mematuhi dan
melaksanakan Kontrak PELATIH UTAMA ini
dan segala bentuk peraturan yang berlaku di
KLUB.

2. PELATIH UTAMA & MANAJER TIM
berkewajiban untuk melaksanakan segala
program yang dibuat oleh KLUB dan Direktur
Teknik dengan baik-baiknya dan penuh
rasa tanggung jawab agar dicapai hasil yang
optimal.

3. Pada waktu melaksanakan program yang
telah ditentukan oleh KLUB dan/atau tim
pelatih maupun Direktur Teknik maka

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MANAGER shall comply and follow all instructions and orders determined by the CLUB and/or Coaching team to achieve the targeted quality and quantity.

4. The HEAD COACH & TEAM MANAGER shall uphold Fair Play as the philosophy of football game whether on and off the court towards teammates and all football fans.

5. To keep the good reputation of Indonesian football and the CLUB, the HEAD COACH & TEAM MANAGER with his professionalism will maintain to behave in sporting manner, maintain politeness and maintain good and harmonious situation with players, coaching staffs, officials or with the other CLUB members in a match or in day-to-day interactions.

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**Pasal 10**

**Larangan-larangan**

1. PELATIH UTAMA & MANAJER TIM tidak dibenarkan untuk menerima hadiah dalam bentuk apapun dan dari pihak manapun yang diindikasikan sebagai tindakan suap.

2. PELATIH UTAMA & MANAJER TIM tidak diperkenankan melakukan perbuatan-perbuatan yang mencemarkan nama baik KLUB atau melakukan suatu tindakan yang merugikan KLUB.

3. PELATIH UTAMA & MANAJER TIM dilarang keras menggunakan obat-obatan terlarang berdasarkan ketentuan peraturan perundang-undangan yang berlaku dan PELATIH UTAMA & MANAJER TIM berdasar dan sanggup untuk menjalani pemeriksaan yang dilakukan oleh dokter yang berwenang sesuai dengan perintah PSSI dan/atau KLUB.

4. PELATIH UTAMA & MANAJER TIM dilarang untuk melakukan pekerjaan atau mengikat diri dengan pihak lain yang dapat mengganggu kinerja PELATIH UTAMA & MANAJER TIM dan merugikan KLUB.

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**Article 10**

**Prohibitions**

1. The HEAD COACH & TEAM MANAGER is not allowed to receive any gift in any kind whatsoever and in any amount from anyone, which is or may be indicated as an act of bribery.

2. The HEAD COACH & TEAM MANAGER is not allowed to take any action, which is harmful to the CLUB’s reputation or take any action, which is harmful to the CLUB.

3. The HEAD COACH & TEAM MANAGER is prohibited from consumption of drugs under the prevailing laws and regulations and the HEAD COACH & TEAM MANAGER is willing and undertakes to undergo medical examination which is conducted by the authorized doctor as instructed by the CLUB and/or PSSI.

4. The HEAD COACH & TEAM MANAGER is prohibited to do works or bind himself with other parties, which may disrupt the performance of the HEAD COACH & TEAM MANAGER and harmful to the CLUB.
5. PELATIH UTAMA & MANAJER TIM tidak diperkenankan mengeluarkan pernyataan atau memberikan keterangan yang sifatnya merugikan KLUB atau berindikasi dapat mengganggu keharmonisan dalam KLUB kepada pers baik itu media cetak maupun media elektronik tanpa persetujuan KLUB.

6. PELATIH UTAMA & MANAJER TIM dilarang keras terlibat, baik secara langsung maupun tidak langsung, dalam suatu kegiatan perjudian, pengaturan pertandingan atau hasil pertandingan atau kegiatan terkait lainnya dengan itu sehubungan dengan sepak bola.

CHAPTER IV VIOLATION AND SANCTION

Article 11 Violation

For the HEAD COACH & TEAM MANAGER who is conducting violation acts in any matter that should be the responsibilities of the HEAD COACH & TEAM MANAGER and/or violation of provisions stipulated under this HEAD COACH & TEAM MANAGER Contract or particular rules issued by the CLUB beyond the HEAD COACH & TEAM MANAGER Contract, the CLUB will impose sanction in accordance with such violations. The type and level of the imposed sanctions are within the CLUB's discretion, which are inviolable and the HEAD COACH & TEAM MANAGER shall adhere and comply with the sanctions.

Article 12 Sanction

The form of imposed sanctions by the CLUB to the HEAD COACH & TEAM MANAGER upon violations as provided in Article 11 is as follows:

1. If the HEAD COACH & TEAM MANAGER which does not provide the actual data/information regarding the HEAD COACH's & TEAM MANAGER relationship with any third parties related to the sponsorship, then the HEAD COACH & TEAM MANAGER will be imposed with sanction to pay penalties to the CLUB in the amount of Rp 100,000,000,- (one hundred million Rupiah). The HEAD COACH & TEAM MANAGER agrees that the CLUB is entitled and authorized to directly deduct the
PELATIH UTAMA & MANAJER TIM secara langsung berdasarkan Kontrak PELATIH UTAMA & MANAJER TIM ini sebagai pembayaran denda kepada KLUB.

2. Apabila PELATIH UTAMA & MANAJER TIM mengeluarkan pernyataan atau memberikan keterangan yang sifatnya merugikan KLUB atau berindikasi dapat mengganggu keharmonisan dalam KLUB kepada pers baik itu media cetak maupun media elektronik tanpa persetujuan KLUB maka PELATIH UTAMA & MANAJER TIM dikenakan sanksi denda berupa potongan gaji bulanan sebesar 25% (dua puluh lima persen).

BAB V
PEMBATALAN DAN PENGAKHIRAN KONTRAK SERTA PEMUTUSAN HUBUNGAN KERJA

Pasal 13
Pembatalan Kontrak PELATIH UTAMA

1. Kontrak PELATIH UTAMA & MANAJER TIM ini dapat dibatalkan atau diakhiri oleh KLUB dan KLUB dibebaskan dari segala kewajiban berdasarkan Kontrak PELATIH UTAMA & MANAJER TIM ini dalam hal:

a. Yang disebabkan masalah dari diri PELATIH UTAMA & MANAJER TIM sendiri misalnya masalah ITC dan KITAS.

b. PELATIH UTAMA & MANAJER TIM yang pada saat sebelum Kontrak PELATIH UTAMA & MANAJER TIM ini ditandatangani ternyata sudah terikat kontrak kerja dengan klub lain.

c. PELATIH UTAMA & MANAJER TIM yang pada saat sebelum Kontrak PELATIH UTAMA & MANAJER TIM ini ditandatangani ternyata terlibat suatu tindak pidana dan/atau sedang menjalani proses hukum secara pidana yang dialamkan kepada kendaraan.

2. Atas pembatalan kontrak sebagaimana dinaksud dalam ayat 1 di atas, maka PELATIH UTAMA & MANAJER TIM wajib mengembalikan seluruh pembayaran kontrak yang telah diterima sebelumnya kepada KLUB.

HEAD COACH’s & TEAM MANAGER contract value under this HEAD COACH & TEAM MANAGER Contract as a penalty payment to the CLUB.

2. If the HEAD COACH & TEAM MANAGER gives statements or information, which is harmful or adverse to the CLUB or indicated to be harmful or adverse to the harmony condition in the CLUB to the press, whether mass media or electronic media, without consent from the CLUB, then the HEAD COACH & TEAM MANAGER is imposed with penalty of monthly salary-cut in the amount of 25% (twenty five percent).

CHAPTER V
ANNULMENT AND TERMINATION OF CONTRACT AND EMPLOYMENT TERMINATION

Article 13
Annulment of the HEAD COACH Contract

1. The HEAD COACH & TEAM MANAGER Contract may be annulled or terminated by the CLUB and the CLUB is released from any obligations under the HEAD COACH & TEAM MANAGER Contract in case the following occur:

a. For instance ITC and KITAS does not pass conducted.

b. The HEAD COACH & TEAM MANAGER, prior to the signing of this HEAD COACH & TEAM MANAGER Contract, has entered into contract with other club.

c. The HEAD COACH & TEAM MANAGER, prior to the signing of this HEAD COACH & TEAM MANAGER Contract, is proven to be involved in a criminal offence and/or in the process of criminal proceeding alleged upon him.

2. Upon the annulment or termination of the HEAD COACH & TEAM MANAGER Contract as provided in paragraph 1 above, the HEAD COACH & TEAM MANAGER shall repay all payment of contract value under the HEAD COACH & TEAM MANAGER Contract which has been received by the HEAD COACH &
Passal 14
Pengakhiran Kontrak Karena Kompetisi Terhenti

1. Jika Kompetisi tidak dapat dilaksanakan sama sekali oleh karena sesuatu sebab apapun yang tidak dapat dihindarkan dan diuar kekuasaan KLUB, termasuk tetapi tidak terbatas karena berdasarkan keputusan PSSI, AFF, AFC, FIFA, terjadinya pemogokan pemain, wasit atau ofisial pertandingan lainnya, maka KLUB dan PELATIH UTAMA & MANAJER TIM sepakat bahwa Kontrak PELATIH UTAMA & MANAJER TIM ini dianggap telah berakhir.

2. Berdasarkan ketentuan ayat 1 diatas maka KLUB hanya akan membayarkan gaji PELATIH UTAMA & MANAJER TIM sampai dengan bulan terakhir sebelum tanggal keluarnya keputusan resmi dari PSSI, AFF, AFC, atau FIFA mengenai tidak dapat dilaksanakan atau dilanjukan sama sekali Kompetisi tersebut, atau tanggal dimulainya pemogokan pemain, wasit atau ofisial pertandingan lainnya dan selanjutnya PELATIH UTAMA & MANAJER TIM dinyatakan sebagai PELATIH UTAMA & MANAJER TIM bebas. Untuk bulan berjalan pada saat PSSI, AFF, AFC, atau FIFA mengeluarkan keputusan resmi mengenai penghentian Kompetisi, maka KLUB akan membayarkan gaji PELATIH UTAMA & MANAJER TIM yang akan dihitung secara proporsional berdasarkan jumlah hari hingga tanggal dikeluarkannya keputusan resmi PSSI, AFF, AFC, atau FIFA tersebut atau dimulainya pemogokan pemain, wasit atau ofisial pertandingan.

3. Ayat 1 dan 2 ini tidak berlaku jika KLUB berhenti atau diberhentikan oleh BLI dan/atau PSSI pada saat Kompetisi masih berjalan.

Passal 15
Pemutusan Kontrak Secara Sepihak

1. Apabila PELATIH UTAMA & MANAJER TIM melakukan pengakhiran Kontrak PELATIH UTAMA & MANAJER TIM ini secara sepihak tanpa alasان apapun maupun dengan alasан yang tidak dapat diterima oleh KLUB maka KLUB berhak akan pengembalian 3 bulan gaji dari PELATIH UTAMA & MANAJER TIM.

TEAM MANAGER to the CLUB.

Article 14
Contract Termination Due to Suspension of Competition

1. If the Competition cannot be held at all due to whatever reason which cannot be avoided and out of the CLUB’s control, including but not limited because of the decision of PSSI, AFF, AFC, FIFA, or strikes of players, referees or match officials, then the CLUB and the HEAD COACH & TEAM MANAGER agree that this HEAD COACH & TEAM MANAGER Contract is deemed to be terminated.

2. Based on paragraph 1 above, the CLUB will pay the HEAD COACH’s & TEAM MANAGER monthly salary until the last month before the date of issuance of official decision from PSSI, AFF, AFC, or FIFA regarding the suspension or non-continuance of the Competition, or date of commencement of the strikes of players, referees and match officials and further the HEAD COACH & TEAM MANAGER will be announced as free HEAD COACH & TEAM MANAGER. For the following month when PSSI, AFF, AFC or FIFA issues official statement regarding the stalling of the Competition, the CLUB will pay the HEAD COACH’s & TEAM MANAGER salary which will be calculated proportionally based on the total days until the date of issuance of official decision from PSSI, AFF, AFC or FIFA or the date of the commencement of the strikes of players, referees and match officials.

3. Paragraphs 1 and 2 above are not applicable if the CLUB cease its operation or suspended by BLI and/or PSSI during the normal period and circumstances of the Competition.

Article 15
Unilateral Contract Termination

1. If the HEAD COACH & TEAM MANAGER unilaterally terminates this HEAD COACH & TEAM MANAGER Contract without any reasons or any unacceptable reasons to the CLUB, then the CLUB is entitled for refund of 3 months HEAD COACH & TEAM MANAGER salary’s.
2. If the CLUB unilaterally terminates this HEAD COACH & TEAM MANAGER Contract without any reasons other than provided in this HEAD COACH & TEAM MANAGER Contract, then the HEAD COACH & TEAM MANAGER is entitled to the remaining contract value of this HEAD COACH & TEAM MANAGER Contract and shall be released from all administrative aspects so that the status of such HEAD COACH & TEAM MANAGER will become free HEAD COACH & TEAM MANAGER.

### Termination with Compensation

1. The CLUB may unilaterally terminate this HEAD COACH & TEAM MANAGER Contract by giving compensation to the HEAD COACH & TEAM MANAGER in the amount equal to 1 (one) monthly salary if the HEAD COACH commits the following actions:

   a. If the HEAD COACH & TEAM MANAGER acts and commits unprofessional behaviour, which is harmful or adverse to the CLUB and PSSI under the prevailing laws and regulations.

   b. The HEAD COACH & TEAM MANAGER is proven committing document falsification of bio data and others, which are harmful or adverse to the CLUB.

   c. The HEAD COACH & TEAM MANAGER carries, ethically and/or there is any indication of any action, which leads to bribery and/or receiving bribe money based on evidences/witnesses identified by the CLUB.

   d. The HEAD COACH & TEAM MANAGER is committed or worked for third parties without prior written permit from the CLUB.

   e. The HEAD COACH & TEAM MANAGER proved deliberately intended to overthrow the coach who currently serves.

   f. The HEAD COACH & TEAM MANAGER can not provide optimum performance and maximum in performing his duties, and not giving any satisfaction from Technical Director's performance evaluation.
2. Atas pemberian kompensasi sebagaimana dimaksud dalam ayat 1 maka PELATIH UTAMA & MANAJER TIM menyatakan menerima dengan baik kompensasi tersebut dan tidak akan melakukan tuntutan apapun dalam kemudian hari terhadap CLUB.

**BAB VI**  
**PERSELISIHAN DAN PENYELESAIAN PERSELISIHAN**

*Pasal 17*  
Hukum Yang Berlaku, Per selisihan dan Penyelesaian Per selisihan


2. Kedua belah pihak sepakat segala bentuk perselisihan paham baik mengenai isi maupun pelaksanaan dasar legis Kontrak PELATIH UTAMA & MANAJER TIM ini akan diselesaikan terlebih dahulu secara musyawarah untuk mufakat antara CLUB dan PELATIH UTAMA & MANAJER TIM dalam tenggang waktu 14 (empat belas) hari terhitung semenjak terjadinya perselisihan serta diupayakan oleh kedua belah pihak agar perselisihan tersebut tidak sampai kepada badan layaknya sepak bola yang lebih tinggi yaitu BLI/PSSI/AFI/FIFA.

3. Apabila musyawarah untuk mufakat sebagaimana dimaksud dalam ayat 1 mencapai kesepakatan penyelesaian maka dibuat Perjanjian Bersama yang ditandatangani oleh kedua belah pihak. Terhadap Perjanjian Bersama yang dibuat oleh kedua belah pihak tersebut sifatnya mengikat dan menjadi hukum serta wajib dilaksanakan oleh para pihak.

4. Apabila musyawarah untuk mufakat sebagaimana dimaksud dalam ayat 1 tidak mencapai kesepakatan penyelesaian perselisihan tersebut melalui proses mediasi dengan memilih seorang yang ditunjuk dan dipilih oleh CLUB dan PELATIH UTAMA & MANAJER TIM sebagai mediator.

5. Apabila dengan cara mediasi sebagaimana dimaksud dalam ayat 3 tidak mencapai kesepakatan penyelesaian perselisihan maka

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**CHAPTER VI**  
**VALIDITY, DISPUTES AND DISPUTES SETTLEMENT**

*Article 17*  
Governing Law, Disputes and Disputes Settlement

1. This HEAD COACH & TEAM MANAGER Contract is made pursuant to and subject to the laws of the Republic of Indonesia.

2. The parties agree that all kind of disputes whether related to the content of or the performance of this HEAD COACH & TEAM MANAGER Contract shall be settled amicably between the CLUB and the HEAD COACH & TEAM MANAGER within 14 (fourteen) days from the occurrence of the disputes and the parties shall put their best efforts so that the disputes are not brought before the higher football committees, i.e. BLI/PSSI/AFI/FIFA.

3. If amicable discussion to settle the dispute as provided in paragraph 1 reaches agreement or settlement, then a Joint Agreement will be entered into and signed by the Parties. The Joint Agreement, which is made by the Parties, shall be binding and applies as laws and be performed by the Parties.

4. If amicable discussion to settle the dispute as provided in paragraph 1 does not reach any agreement or settlement, then the CLUB and the HEAD COACH & TEAM MANAGER agree to settle the disputes through mediation process by appointing a person that will be appointed and agreed by the CLUB and the HEAD COACH as the mediator.

5. If the mediation process as provided in paragraph 3 does not reach any settlement or agreement, then the Parties agree to settle
kedua belah pihak sepakat untuk menyelesaikan perselisihan tersebut melalui jalur hukum dan menunjuk domisili hukum yang sah dan tetap sebagai tempat penyelesaian perselisihan di Kantor Kepaniteraan Pengadilan Negeri Kl A Bandung.

Pasal 19
Bahasa Yang Berlaku

Kontrak PELATIH UTAMA & MANAJER TIM ini dibuat dalam Bahasa Indonesia dan Bahasa Inggris. Dalam hal terdapat ketidaksesuaian antara versi Kontrak PELATIH UTAMA dalam Bahasa Indonesia dan Bahasa Inggris, maka versi Bahasa Indonesia yang akan berlaku.

BAB VII
PENUTUP

Pasal 20
Penutup

Segala sesuatu yang belum diatur dalam Kontrak PELATIH UTAMA & MANAJER TIM ini baik perubahan maupun tambahan atas perjanjian ini, bila dianggap perlu oleh kedua belah pihak akan diatur dalam Surat Perjanjian Tambahan (Addendum) atau Amandemen dari perjanjian ini dan merupakan bagian yang tidak terpisahkan dari Kontrak PELATIH UTAMA & MANAJER TIM.

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Klub Pelli Bandung Raya ISL 2012/2013

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Demikian Kontrak PELATIH UTAMA & MANAJER TIM ini dibuat oleh kedua belah pihak dengan menggunakan Bahasa Indonesia dan Bahasa Inggris, dalam keadaan sehat, sadar dan tidak ada paksaan dari pihak manapun, dibuat dalam rangkap 2 (dua) yang masing-masing mempunyai kekuatan hukum yang sama. Setelah dibacakan dan dimengerti serta disaksikan oleh Agen PELATIH UTAMA & MANAJER TIM selanjutnya ditandatangani oleh kedua belah pihak di atas meterai secukupnya.

Therefore, this HEAD COACH & TEAM MANAGER Contract is made by the Parties in good conditions, conscious and no coercion from any parties, made in 2 (two) counterparts, each has the same legal power. After being read and understood and and witnessed by the Agent of the HEAD COACH & TEAM MANAGER, further signed by the Parties and affixed with stamp duty.

PELATIH UTAMA & MANAJER TIM

Daniel Darko

SAKSI/WITNESS

KLUB/CLUB

Marco Gracia Paulo

SAKSI/WITNESS

Klub Pelita Bandung Raya ISL 2012/2013