ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AS A BONDING SERVICE ACCORDING TO REGULATION NO.13 YEAR 2003 OF LABOUR LAW

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THESIS ADVISOR RECOMMENDATION LETTER

This thesis entitled “ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AT KOMPAS GRAMEDIA ACCORDING TO REGULATION NO.13 YEAR 2003 OF LABOUR LAW” prepared and submitted by Nadira Zatina Kamil in partial fulfillment of the requirements for the degree of Bachelor of Law in the Faculty of International Relation, Communication and Law 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.

Cikarang, Indonesia, April 5th 2014

Dr. Maria Fransisca., S.H.,S.E.,M.Kn
Advisor
DECLARATION OF ORIGINALITY

I declare that this thesis, entitled “ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AT KOMPAS GRAMEDIA ACCORDING TO REGULATION NO.13 YEAR 2003 OF LABOUR LAW” is, to the best of my knowledge and belief, an original piece of work that has not been submitted, either in whole or in part, to another university to obtain a degree.

Cikarang, Indonesia, April 5th 2014

Nadira Zatina Kamil
PANEL OF EXAMINER APPROVAL SHEET

The Panel of Examiners declare that the thesis entitled “ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AT KOMPAS GRAMEDIA ACCORDING TO REGULATION NO.13 YEAR 2003 OF LABOUR LAW” that was submitted by Nadira Zatina Kamil majoring in Law from the Faculty of International Relation, Communication, And Law was assessed and approved to have passed the Oral Examinations on February 5th, 2014.

M. Mahayoni S.H,M.H
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Examiner II/Thesis Advisor
ABSTRACT

Account Executive Development Program as a Bonding Service at Kompas Gramedia According to Regulation No.13 Year 2003 of Labour Law

In the development of Labour Law, Regulation No.13 Year 2003 that contained every single part of labour. But nowadays, we regularly heard about Bonding Services, either in government sector or private sector. As we know, a Bonding Services is a common thing that actually happened in the worlds of worker. Usually Bonding Services is an agreement between two parties, that is the employee and the employees who made an commitment to do a Bonding Services. But if we look again to the Regulation No.13 year 2003, there are no specific rules that contain and maintained about Bonding Services. This is absolutely born the legal gap between the rules it self, that Regulation No.13 year 2003 and the reality that we found it in daily activity. To combating this legal gap, the authors would like to made a research study at Kompas Gramedia, specifically the terms and mechanism Bonding Services that implemented in Kompas Gramedia. In a various type of bonding services, the authors decided to choose “Account Executive Development Program” as her object to research study in related to Bonding Services in Kompas Gramedia.

Keyword: Kompas Gramedia, Account Executive Development Program, Labour Law, Bonding Services
ACKNOWLEDGEMENT

Bismillahirohmanirrohim, first of all i just want to say thank to God that i can finally finish my study and hold two bachelor degree from the President of the University as a Bachelor of Law. To combating the legal gap between the reality and the regulation, I decided to wrote this thesis, based on my research in Kompas Gramedia about bonding services. In my long journey to reached the finalization of my thesis, I want to say a billion thanks to:

- I dedicate my gratitude to Allah SWT, for the blessing, miracle, and every single breath He gave me so I can finish my thesis research.
- Thanks for my Mom and my Daddy who always support, and pray for me in every time both of them prayed for.
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CHAPTER 1
INTRODUCTION

In order to improve the Act No. 14 of 1964 which regulates all matters related to employment which take several changes in terms of labor is set later in the presence of Employment Act 13 of 2003. In this case, the Employment Act 13 of 2003 provide a basic understanding of what it means labor that every person is capable of doing the work both inside and outside the labor relations are useful to produce goods or services to meet the needs of the community and also needs daily.

The purposes of the Improvement of Labour Law is to become a legal basis for its users to be empowered and optimally utilize labor and human. This legislation also aims to equalize employment opportunities and the provision of employment in accordance with national and regional development needs called right in Article 4 of Law 13 of 2003. In addition, the purpose of the existence of labor laws is also to provide protection to workers in order to achieve and improved the welfare.

In relation to labor, as a form of protection then set her on the related employment agreement between the employee and the company concerned which includes work related to the implementation time and the things that limit workers. That is where the source of this agreement is employment law. Along with the development time, bonding services began to be known in the world of labor. As a starting point, the implementation of bonding service generally rife in the government sector.
However, as the impact of the movement and change the motion of society, especially the private sector, was also held on a bond that is shaded and regulated by the private sector. This is triggered by the difficulty of finding a leader in the private sector also has the ability to provide a fatherly seen equally as an innovation and can keep up with the times. But the relevant provisions of this bonding services has not been found in the regulations of Law 13 of 2003. So that these agreements tend toward to civil law sphere because it has no source, and only from the agreement itself as stipulated in article 1338 of the Civil Law Procedure.

This is of course becomes a polemic in which the Treaty relationship of bonding services very closely with the Department of Labor but none of its rules in Employment Act related to the implementation. Neither the government nor the private sector has a bonding services in the method and its applications, respectively.

In the government side, we could see it in high state institutions that have special schools. This particular school which will distribute his students to work directly to the relevant government agencies and programs under their bonding services. In the private sector, the annunciator bond formed to look for a leader who can grow the seeds according to the criteria of the company. The company found it difficult to find seeds in the sense that high performing employees can also be loyal that are not easily tempted to move to another company.
Bonding Services is the relationship between workers and employers, who where in the Labor Law, that the entire relationship between the worker and the company, between workers with workers set in it. One of the practical case is one of a bonding services program in the Kompas Gramedia ,Account Executive Development programs. Which in this case will be the basis of concerns related to the program agreement. Pay attention to these things, the authors are interested in doing research on the implementation of bonding services with reference to Act No. 13 of 2003 on Labour Law. It will be poured into the thesis entitled "ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AS A BONDING SERVICES IN KOMPAS GRAMEDIA ACCORDING TO REGULATION NO 13 YEAR 2003 OF LABOUR LAW"

1.2 Identification of Problems

For more focused on discussion with this research in accordance with the title that has been described above, the author gives the problem definition or identification of a problem that does not stray far from what the target of the investigation. Referring to the background described above, then that is a problem in this study is formulated as follows:

1. How is the construction of Bonding Services in the employment relationship of a corporation according to Labour Law?
2. How is the construction of Bonding Services in the employment relationship in Kompas Gramdia as a field of research study?
3. How the implementation of Bonding Services in Kompas Gramedia? Is the Bonding Services against the law?
1.3 Research Objectives

1.3.1 General Purpose

This study aims to determine the bonding services in arrangement based on the laws and regulations in Indonesia, as well as the practice of a bonding services in one of the private companies in Indonesia.

1.3.2 Specific Objectives

The specific objectives are:

1. Knowing practices bonding services at Kompas Gramedia
2. Explaining legal certainty in the bonding services.
3. As recommendation as well as a good sign for the private sector, and government agencies.

1.4 Research Methodology

1.4.1 Types of Research

Type of research that I use in this study is a qualitative study using a method

a. conceptual approach or approach the concept interesting study legal principles, be it positive law and unwritten law
b. case approach or approach the case. The study will refer to the example of the application of a bonding services in one of the private company in Indonesia.
1.5.1 Research Methods

This study used the approach in identifying cases where the ongoing process of research will make a bonding services implementation in Kompas Gramedia as a reference of a bonding services in the implementing at company and match them with the legislation in force.

1.6.1 Legal Materials

Legal materials used in this study include:

a) Primary Legal Materials, the legislation related to the topics to be discussed in this study, namely Law no. 13 of 2003 on Employment, the Civil Code, as well as other laws and regulations associated with this study.

b) Secondary Legal Materials, the material laws that have relevance to primary legal materials that can assist in providing an overview and analysis of primary legal materials, such as books and research results.

c) Materials Tertiary Law, i.e legal materials that can support the primary legal materials and secondary law.

1.7.1 Method of Analysis

Data analysis was performed using the approach or approaches statute law. This is done by analyzing all regulation or legislation relating to bonding services to discover the harmony between law in the books and law in action.
1.8.1 Systematical Writing

To direct research into compliance with title and problem formulation the researchers compiled the discussion is divided into five chapters are described as follows:

That Consist of:

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<tr>
<th>Chapter</th>
<th>Introduction</th>
</tr>
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<tr>
<td>Chapter I</td>
<td>Describe about Introduction of the research thesis that Consist of back ground of research, the general purposes of the research, conceptual framework, analysis method, and systematical writing</td>
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<td>Chapter II</td>
<td>Account Executive Development Program at Kompas Gramedia</td>
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<td>Describe about facts that found by the authors, the legal basis of the establishment of the Bonding Services that in Kompas Gramedia usually called as Account Executive Development Program (AEDP), and describe all the problems that found during implementation</td>
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<td>Chapter III</td>
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<td>Discusses the history of the bonding services, and also the reason the birth of the Bonding Services and some general idea of the Bonding Services</td>
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<tr>
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<td>This chapter is to analytical of based regulation in related to Bonding Services, and all the support theory from books to become a basic of bonding services.</td>
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CHAPTER II

ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AT KOMPAS GRAMEDIA

2.1 Biography of Kompas Gramedia

According to interview with Kompas Gramedia Legal Manager, Mr. Untung Harianto, or Mas UH he suggested me to take a reference about Biography of Kompas Gramedia directly on those website’s http://www.kompasgramedia.com/aboutkg/history

Kompas Gramedia (KG), is one of the huge holding company at Indonesia that have a crucial moment from the first time KG was build until now. Here it is the development of the moment of KG:

- In 1963

On August 17, 1963 by Peter Canisius (PK) and Jakob Ojong Oetama (JO), with J. Adisubrata and Irawati SH. It appeared for the first time have the goal to give readings are weighted separately and is expected to open up horizons of Indonesian society. At that time Intisari published by having black and white format, do not use a cover with only 14 x 17.5 cm that has as many as 128 pages thick. In this period the magazine got a very good response from the community and have already exceeded 11,000 copies of related sales.
• **In 1965**

3 years later, which is dated June 28, 1965 was published newspaper called KOMPAS, which originated from the published paper which aims to counter the communist press at that time. In the beginning, KOMPAS published as a weekly newspaper with a thick 8 pages, and then grow by issuing a total of 4 times a week. And just a expand of 2 years, KOMPAS printing has developed into a national daily newspaper that broke the print as many as 30,650 copies.

• **In 1970**

See its rapid growth in the underlying business is also a passion for helping people prosper in a way to create new jobs, so PK Ojong began discriminate diversification efforts. So on the basis it was on the 2nd of February 1970 established the Scholastic Bookstore in order to strengthen the distribution and sale of books from abroad. As a starting point, then opened a small shop measuring 25 m2 on Jalan Gajah Mada, Central Jakarta.

• **In 1971**

For starters, the daily Kompas printed in the printing of PT Keng PO. But over the ever increasing sales growth also in order to support and ensure that KOMPAS can rise in the morning, then in a sense was that KOMPAS is considered necessary to have its own printing business. Thats the reason why in 1971 the company established the Scholastic Printing that domiciled in Road South Palmerah, that start operating by august first time in 1972 and was inaugurated on 25 November 1972 by Ali Sadikin who at the time served as the Governor of Jakarta. In the midst of rapid development, then in 1977 company built a remote printing system (remote printing) as one of the new breakthroughs that daily KOMPAS faster in print and can be
rapidly distributed in the area anyway. Remote printing system was first established in 1997 in Bawen, which continued in other cities such as Makassar (October 1988), Surabaya (November 1999), Palembang (June 2001), Field (June 2003), Banjarmasin (August 2002), London I (February 2006), Bandung II (January 2007), and the latter in Bali (March 2009).

- In 1972

At the same time the Scholastic printing operation, in the same year also established a business unit Radio Sonora, located in Jalan Gajah Mada, Central Jakarta. This radio was founded by the founders in the KG information to enrich the community through electronic media.

- In 1973

In accordance with one vision and mission is also to educate the nation, was finally published a special magazine for children that the magazine Bobo on April 14, 1973. Before the magazine is published, the daily Kompas first insert each page in the newspaper special stretcher for children. Along with the many positive responses from the public related inserts a special page for these children, eventually the company is working with a magazine publisher in the Netherlands bobo Bobo to publish the magazine in Indonesia. In the beginning, the magazine consists of 16 halama Bobo newsprint with printed copies reached 50,000 copies and became the magazine's first children colored in Indonesia. Because of the rapid growing business in this magazine, the magazine also helped develop the segment toward teens, women, automotive, science, technology and general business unit entirely incorporated in Group Magazine.
• In 1974

In 1974, the business unit was established PT. Scholastic Public Library or (GPUs) as general book publishers. The first book published was a novel Karmila work Marga T, which previously was serialize the KOMPAS prizes. Products of this book to get a positive response in the community, the publishing business is beginning to be developed into various segments starting from children's books, novels, recipes, motivational books like the book series of management, culture, philosophy, science, college books and other books

• In 1985

By answering the needs of an increasingly diverse society and thrive, then on January 15, 1985 was a business unit established specifically to publish electronic books, computer books, which then expanded into comic books, namely PT. Elexmedia Komputindo. Especially for textbooks, especially for primary and secondary education finally on 20 September 1990 established publishers PT. Scholastic Widiasarana Indonesia (Grasindo) and then on the date of June 1, 1966 also established Kepusatakaan Popular Gramedia (KPG), which kemudain Compass Book Publishers, which include recycling paper ever published in Kompas daily.

• In 1976

This year, KG established a business unit of PT Gramedia Film. In addition to working on the documentaries, Gramedia Films also made a drama movie story. One film that achievement is Suci Sang Primadona are getting the highest award in cinema Indonesia Citra Cup. But the film did not live long Scholastic with many other films that prioritizes production of entertainment content.
• In 1981

In this year the company also diversified beyond its core business with memangun business units in the hospitality field. With its start by establishing PT Grahwita Santika (PT GWS) on December 22 Agustur 1981. PT GWS was first purchased Hotel Soeti in Jl. Sumatra, Bandung, which was then renovated and changed to Hotel Santika Bandung to date. Businesses in the hospitality industry was growing rapidly so Santika be present to serve the community in various major cities in Indonesia.

• In 1984

In this year KG re-develop its products by launching rubric BOLA on March 3, 1984 as one of the inserts in the daily newspaper Kompas on every Friday. BOLA rubric was first printed as a circulation of 412 000 copies in accordance with the KOMPAS owned at the time, and the results are getting very good response from readers and advertisers. The idea of Jakob Oetama, as Chief of Editor KOMPAS at that time, that each rubric KOMPAS favored the reader feels can be developed into a separate issue, then 4 years later, exactly in April 1988, released by the KOMPAS BOLA to stand alone become a tabloid BOLA. This decision was also present at the sports desk at KOMPAS seen one strong desk because of the support of journalists, so this section into one section favored by readers. In order to develop its business, BOLA also penetrated into the health field by publishing a tabloid SENSOR who later became tabloid Gaya Hidup Sehat.
• In 1987

In this year KG actually take-over ownership of the Sriwijaya Post newspaper publishing company that is housed in Palembang. At that time there was an appeal from the Minister of Information in order to help the major newspapers local newspapers which hampered the press license issues (Surat Izin Usaha Penerbitan Pers). Then at the end of 1987, was established a business unit of Regional Press Group (Persda) assigned to assist local newspapers are in need of help. One year after the year 1988, the AP took over the publishing company Kotan Swadesi whose name was changed to the foyer Indonesia in Banda Aceh. In 1992, Kompas Gramedia took over Pos Kupang newspaper publishing company in 1994 and took over the Banjarmasin Post newspaper publishing company. In subsequent developments Persda strengthen its own position by establishing theis business newspapers across the province with brand named Tribune.

• In 1988

In this year KG re-develop its business with the establishment of PT Graha Kerindo marked Main (GKU) in 1988, as a tissue converting company with a quality brand and Multi Tessa. But along with the increasingly fierce competition GKU want a guaranteed availability of raw material supply paper to be stable production. For that tissue paper manufacturing plant was set up (paper mill). In the same year KG take offer the weekly newspaper Surya, which was founded by Pos Kota newspaper publishing company in 1986 which was later changed to Harian Pagi Surya.
• In 1996

To follow the development of the world economy and business in Indonesia, in this year Kompas Gramedia established PT Grahanusa Mediatama which publishes the tabloid Cash was first published on September 27, 1996. In order to answer the needs of the reader, then in January 2006 special issue of the monthly KONTAN and on September 27, 2007 published daily business and investment KONTAN.

• In 1998

KG a long business trip has arrived on the development trend in which people began to show increasing use of the Internet phenomenon to obtain information. Departing from these factors make KOMPAS daily online version of the print newspaper called Kompas Online with address http://www.kompas.com. In 1998, Compass Online evolved into a separate business unit under the auspices of PT Kompas Cyber Media (KCM). That which is currently converted into Kompas.com.

• In 1999

This year, with the aim to provide more specific information and are typical for the citizens of Jakarta and its surroundings (Bogor, Depok, Tangerang, Bekasi) was issued Warta Kota daily more precisely stood on the date of May 3, 1999. He began with 12 pages of newspapers, news terbut City every Monday to Saturday. Taking into account the good response from the reader, then in 2001, published edition of City News Sunday.
• In 2000

KG business development in developed back in this year with the establishment of PT Duta Visual Nusantara Tivi Tujuh, which falls on the date of March 22, 2000, which is known primarily to the title at a time when the TV 7. And on the development TV 7 officially changed its name to Trans 7 on December 15, 2006 with the entry of PT Trans Corporation in terms of share ownership.

• In 2005

In this year KG restarted their effort in diversification by establishing the University Multimedia Nusantara (UMN) which was established on 25 November 2005 which is managed by the Media Foundation for Information Kompas Gramedia. UMN is an institution of higher learning with technology and communication as the basis Information in any learning process. At first as a teaching and learning UMN hire BNI46 building on Jl. Gen. Sudirman, Jakarta. In 2009 UMN eventually build its own building that was inaugurated on December 2, 2009 which took place in Gading Serpong, Summarecon, Tangerang

• In 2009

Along with the development of technology and rapid business environment situations in the realm of media, the print media business is directed to perform transformation of being digitalized. Thus the next media appearance in the show through a multi-media, multi-channel and multi-platform (MMM). For it in early 2009 in the medium of television began to explore again. Kompas Gramedia Television (KOMPAS GRAMEDIA TV) which became a vehicle for running a company in the field of television business which begins with the formation of Scholastic
KOMPAS TV project in early October 2009. The project started with its activities by forming AP Productions, who have a duty to produce progra event that gives value added to the viewers, so the program will be shown to have human values, social and educational. The project also prepared in order to form a KOMPAS TV Network, Channel, KOMPAS GRAMDA VISION and Kompas TV.

Having so many business units are developed and diverse, making KG has grown and become one of the company's business units as many as 385. KG itself is a holding company.

Black law dictionary in the pocket edition, which meant the holding company are:

*A company formed to control others companies, usually confining its role to owning stock and supervising management.*

In order to utilize prinsep Limited liability or unlimited liability, a company can build a "subsidiary company" or a subsidiary to run a business' parent company (the Parent Company. Thus it is in accordance with the principle of separation and difference (distinction) known as separate entity, the assets of the Parent Company's subsidiary company will be isolated from the losses (potential losses) that would be experienced by one of them. ¹

In this book M. Yahya Harahap, SH also explained that in America there are also regulations providing for and defining the parent company or holding company, subsidiary and affiliate. According to the parent or holding company is the creation of a special company set up another company holding shares for investment purposes either without or with a "control" the real (without or with actual control.). ² Further in his book, M. Yahya Harahap, SH also explains what

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² Ibid, page 51
in section 736 and 736A act english³ and the definition of America itself, almost the same as that proposed pegertian the explanation of Article 29 of Law No. 1 of 1995 (Hukum Perseroan Terbatas 1995) namely:

The mean by "subsidiary" company that has:

- company that has a special relationship with the Company other than can occur due to:
  a. more than 50% (fifty percent) of its shares are owned by its parent company;
  b. more than 50% (fifty percent) of the vote in the AGM held by the holding company, and or
  c. control the operations of the company, appointment, and dismissal of Directors and Commissioners strongly influenced by its parent company.

2.2 Bonding Services at Kompas Gramedia

There is not any clear explanation about a contract to work / serve regulated under Law 13 of 2003 on Employment. In Indonesian Labour Law, contract to work / serve is briefly explained paragraph on Article 162 (3) b roomates letter states that worker who is willing to resign must not be bound by contract to work / serve the enterprise.

Article 162 states:

(1) "If a worker / laborer Resigns of his or her own will, he or she shall be entitled to pay compensation in accordance with what is stipulated under paragraph (4) of Article 156.

³ by Section 736 and 736 A, 1989 Act, there are three ways to set up a subsidiary with a reference as follows:

a. The Company (a) holders of a majority of the voting rights (hold a majority of the voting rights) on another company (B), and it is called Company A holding "control voice" (voting control) over Company B.

b. If one company (A) the Company's shareholders on the other (B), and the Company (A) was able to appoint and dismiss members of the Board of Directors (B), in which case the Company (A) as the Parent Company and the Company (B) as the Company's Son where the Company (A) as the parent company "controls the Board of Directors" (director control) over the Company (B).

c. If a Company A, a shareholder over another company (B) and the Company (A) control alone or under an agreement with the shareholders owning a majority of the voting rights of the Company (B), then in this case the Company (A) is called control of the Company (B) under an agreement (contract control).
(2) Workers / Labourers who resigned of their own will, Whose duties and functions do not directly represent the interests of the entrepreneur shall, in addition to the compensation payable to Pay Them According to what is stipulated under paragraph (4) of Article 156, be given detachment Whose money amount and procedures / methods associated with its payment shall be regulated in work agreements, enterprise rules and regulations or collective work agreements.

(3) A worker / laborer who Resigns as Referred to under paragraph (1) must fulfill the following requirements:

a. The worker / laborer must submit a resignation letter (to the management) no later than 30 (thirty) days prior to the date on which he or she will no longer work.

b. The worker / laborer is not being bound by a contract to work for / serve the enterprise for a certain period of time in return for the training / education Provided to him or her and paid by the enterprise to enable him or her to have the required qualification to carry out his or her job at the enterprise.

c. The worker / laborer shall continue to carry out his or her obligations (to the enterprise) until the date of his or her resignation.

(4) Termination of employment for the reason of free will resignation shall be Carried out without the decision of the institute for the settlement of industrial relations Disputes.

In practice Bonding Services applied both in government agencies, as well as in the private sector. In government agencies, Bonding Services occurs when a person registered as a student in college official provided by the Government. College official in Indonesia, among others, College Accounting (STAN), College of Land Transport Shipping (STIP), Police Academy (Police Academy), Institute of Public Administration (IPDN), and many more.
In general, in-service programs\(^4\) the government agency is divided into two paths, namely through college official (PTK) and through the selection of candidates for civil servants (CPNS). For the Bonding Services program through college official, the participants\(^5\) will pass the selection phase. Participants who pass the selection then will undergo training in accordance with the college official associated with the goal of becoming civil servants\(^6\) without having to follow the selection again. In the educated, the participants are not charged or in other words the government to bear the entire cost of education of participants. Institute of Public Administration (IPDN), for example, a college official under the Ministry of the Interior. Based on the Permendagri No. IPDN. 36 of 2009 on the Statute of the Institute of Public Administration. In Chapter I General Provisions Article 1 paragraph 4 of the Regulation of the Minister says about the purpose of education service binding, namely:

"Education is bound to provide education services that learners are prepared to be a Civil Servant."

In addition to studying in college official, to be tied into a Bonding Services in government agencies could also test the candidate selection through civil servants (CPNS). Things that made the difference between college official lines with candidate selection test civil servants are requirement to take the test as well as the educational background to take the test. To follow the selection of candidates for the civil service test, the participant must have his education from an accredited college.

\(^4\) Basically with the official definition of a bond equal. However, because the official is different raw words can be interpreted according to KBBI or Kamus Besar Bahasa Indonesia as one of word pronunciation in Indonesian language

\(^5\) Participants are students and / or students who have completed high school education program.

\(^6\) The provisions in the placement of civil servants be defined in more detail in the legal basis of each college official (PTK).
Not only in government agencies, there is also a Bonding Services program in a private company in Indonesia. Practice Bonding Services on private enterprise conducted in a stepwise manner. However, a Bonding Services that is most often applied by companies is a way to fund professional education programs for prospective employees of the company. As the reciprocal of the financing company, the prospective employee will be bound by signing a contract with the company stating that the prospective employee is a Bonding Services tied to the company until the time limit had been decided.

Therefore it can be concluded that the Bonding Services is a private company position where an employee has official agreements with the company. Based on the results of interviews with Harianto Fortunately, KG Legal Manager, the purpose of holding a Bonding Services at Kompas Gramedia is to meet the challenges in the world of work which is so hard to find a character that fits the criteria of leadership in the Kompas Gramedia employees. Bonding Services program.

There are two Bonding Services programs conducted by Kompas Gramedia, namely through a Management Trainee and Scholarship Program. However, not all employees can join the program provided by the KG, only selected high performing employees who can then get either the Management Trainee program and the scholarship program will then nantinaya disekolakan and take a lesson or knowledge required of the company. Employees who are expected to be re-elected to the company and to contribute more to the company and continue to innovate in order to survive in the face of competition. Before undergoing the program, employees are required to approve a Bonding Services to the company agreement. So when employees at a later violated its
obligations as stated in the Bonding Services agreement will be subject to fines or penalties in accordance with the policies in company rules.

2.3 Account Executive Development Program

Account Executive Development Program, hereinafter referred to AEDP is one program Association Office is in AP. This program is reserved for employees khsusnya pada Sales and Marketing division. AEDP is an extension of the Account Executive Development Program which is owned by Kompas Gramedia. Account Executive itself is one of the divisions that were on Kompas Gramedia that one of its subsidiaries is Kompas.com.

The principal tasks of an account executive is to capture the relationship between Kompas.com and customers. The purpose of the program is to have the Association Office AEDP this is according to the respondents interviewed by the author, Kompas Gramedia intends to continue advancing its business units to continue to apply the values that should be embraced and owned by each karayawan Kompas Gramedia. In this sheet the company has a standard of behavior that apply to every employee. Basis of preparation of the aspects of this behavior is that AP has some values that should be embraced by every employee who follow either the Bonding Services or not. Among them:

1. Caring

Each employee must have AP caring nature or properties of matter on a team or fellow colleagues. Caring here is to show the attitude with respect individual differences, or background to understand the reasons why others do the actions with cost-conscious and conscious work environment. Caring also means (if peniliannya for tops) then the employer must recognize the
advantages and disadvantages of subordinates with this, then the supervisor can develop their competence in accordance with his ability.

2. Credible

At this stage those employees required to perform actions that are consistent with the values of the company.

3. Competent

Competent here are based in order to retain the employee morale in order to improve the performance so as to achieve or exceed standards set by the company. There is employee assessment phase also in demand can understand situations and understand complex problems that can solve all kinds of problems with appropriate action. There is also a competent Her aimed to increase productivity and his group as well as participate assess the quality of early care and the accuracy in monitoring the development of their employees.

4. Competitive

That in competitive intent here is karyawan can make decisions swiftly and act fast and agile in any situation facing first crisis situations.

5. Customer Delight
This deliverable is intended that the Kompas Gramedia employees must have a value that is meeting the needs of customers well so that will create a good business relationship is mutually beneficial.

To tune into 5 (five) values above, then the AEDP employees in Arm with the sciences derived from the training that had been in live it. Its purpose was other than to meet the criteria Kompas Gramedia employees, also it is believed to be useful for both parties to develop more in order to compete for the next stage.

Quote of employees in a training course is not cheap and there are certain sacrifices made by the company. In return the company enforce treaty account executive development program, which aims to provide the advantages of this training balance between the two. The existence of this aedp agreement also aims to find the seeds were deemed to have the potential to grow faster in the Arm with a wide variety of training for the agreement took place.

2.4 The Method of Account Executive Development Program at Kompas Gramedia

Not much different from the usual Account Executive, Account Executive Development Program or commonly called is AEDP in Kompas Gramedia is a form of program development and employee competence excavation then tie it in a treaty account executive development program which included a clause related to the Association Office. AEDP is one program that is owned by the Association Office Kompas Gramedia that lasts for 12 months or 1 year.

This program has already run the length of 3 years. With a number of first class in the year 2011 as many as 7 people, in the year 2012 as many as 10 people, and in 2013 as many as 8

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7 Rencanaan Penilaian Kinerja Karyawan each value that to be possed in every part of Kompas Gramedia employees
people. The results of this AEDP force is the person who passed on selection account executive development program and eligible for the practice of AEDP these stages can be categorized to pass or fall. In AEDP program recognize the term pass and fall. Both terms are used in the final stages of peniliaian AEDP. In practice, AEDP implemented with the following steps:

1. In Class Training

   Education in the classroom or in class training which is education that has been facilitated by Kompas Gramedia danmenambahkan to explore the ability of participants AEDP. This training can also be held outside the AP, but his body remains to be at the point and agreed by Kompas Gramedia. Having followed in the training class, participants will receive judging AEDP of Corporate Human Reseource KG or commonly called CHR. Assessment at this stage merupakan academic assessment form that has dilaksakan by participants during follow on the AEDP training class. After peniliaan done, it will come out the result of the training class on the category of pass or fall. Those who pass the selection on the main stage of the training class, then it is entitled to participate in the next stage 1 or OJT On Job Training 1. For participants who do not pass will fall and automatically dinyatakn account executive development program agreement will expire.

2. On Job Training (OJT 1)

   In the next phase, the participants were able to follow the OJT 1 is the participants who have passed the stage In Class Training. To further AEDP participants will carry out a project designed by the Learning & Development Corporate Human Resource Kompas Gramedia.

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8 Based on random interviews with 25 respondents from Account Executive Development Program in batch of 2011, 2012 and 2013
Which indeed has set up a special schedule and syllabus of the AEDP program. not only the shape of the project, but at this stage the remaining participants can also join a training or workshop that will be a provision for participants in live practice AEDP kedinasannya in AP state after graduating from an account executive development program.

3. On Job Training 2

Once passed by Kompas Gramedia, the AEDP participants who have run 1 are eligible to undergo OJT process 2, which at this stage they perform the tasks delegated by the company. At this stage the participants AEDP will explain what he has learned and gained over a period of On Class Training, OJT 1 and 2.

After the implementation at OJT 2, then the participants will get an assessment AEDP consisting of several activities. Ie activities in the activity. In this judgment, the company took peniliaia to measure how far the participants have the initiative to make a new breakthrough. After that point in continuing to value is of academic achievement that have been performed at the time when participants AEDP on training class. This is considered necessary because it is considered as the basic knowledge that should be known by the AEDP employees. That continuously followed by attendance.

This point also as a part of the assessment of the company to check back if any of the participants who did not participate or stretcher is seen rarely entered during the training period. It is used as one of the factors critical assessment by Kompas Gramedia. Not just that, the daily tasks into a series was also assessed by the Kompas Gramedia. Not just an internal assessment of
the Kompas Gramedia, the evaluation is also used by outside agencies that are partners Kompas Gramedia.

Kompas Gramedia designated participating in implementing training on training class also results from the test with the test method in the module settings set separately in AEDP Modules. After it passed, the AEDP participants will undergo a Bonding Services for approximately 12 months or 1 year depending on the length of the participant agreement with AP placement and adapted it to the needs of the company.\(^9\)

### 2.4.1 The Obstruction of Account Executive Development Program during the Implementation at Kompas Gramedia

In the process during the work, all employees whether or not a Bonding Services has a fixed "Performance Appresial" or commonly referred to as a performance assessment. It is used as a parameter for Kompas Gramedia. In preparation, both for employees or employees' regular Bonding Services performance assessment will include a wide range of targets to be achieved by the employee, how the behavior of the job, to mixed personal assessment by a team of Corporate Human Resources Kompas Gramedia in great detail.

What makes it different is that the employee AEDP has a target assessment harder more than the regular employees. In the performance evaluation form consists of three parts valuation, assessment is the first aspect of the Work Results weighs 70%. At any part of the Work Plan for Employees or commonly known as RKK (Rancangan Kerja Karyawan). RKK HR team used to measure the performance of employees and also to explore the potential capabilities that may still be stored in the employee concerned. In terms of designing FSPs, there included a "key

\(^9\) Based on Interview with Legal Manager Kompas Gramedia, Mr. Untung Harianto
performance indicator" it is useful for the HR team to help prepare the figures in order to meet the target. In the next section there will be an assessment of the Behavioral Aspects that weighs as much as 30%. The Bonding Services employees also benefit by being able to track the career ladder much faster than at the level of ordinary employees. Employee Bonding Services was prepared to be a leader for debriefing and targets to be achieved over several periods. This makes it more mature and ready to hit the challenge that much more severe if being a leader. Employee Bonding Services also has a separate deal with ordinary employees like the illustration below describes the agreement clause on employee Bonding Services agreement regarding the status of its participants. Status of employees during Bonding Services process is "Trainee". Employee will undergo Rights and obligations to be performed by each employee Bonding Services.

Process or mechanism for undergoing its Bonding Services program are:

- On Class Training
- On job training
- Another task that already prepared by the curriculum that made by Corporate Human Resources in His module's

After clause related rights and obligations, hereinafter also introduced the system of graduation AEDP. after completion of the training AEDP during the training class matches what
was planned by a team of HR Compass Grameda, these employees must undergo OJT process 1 and 2 OJT (On the Job Training). In the implementation of this OJT is a place where employees AEDP test results of what has been learned from what was once in his get during training.

On Job Training or OJT can be placed in a wide variety of business units belonging Kompas Gramedia employees to practice this AEDP. These employees could be placed in a special case to practice skills and to explore the potential that exists. As an example of a case that never existed, AEDP existing employees they are looking for direct client not through advertising agencies as employees generally. Such as the chart below illustrates the case of a situation that endured employees AEDP:

The employees of this AEDP and looking for a client to undergo its ad sales are heavier than the AE employees in general. The principal tasks of an AE or account executive is to offer and sell advertising to companies large that they are keen to put their ads on Kompas Gramedia. It is certainly not difficult, the author of the respondents informed that most of the big companies who want to advertise will not bother to come to himself again that this media company.
They work closely enough with the Advertising Agency that will automatically search for the AE and the intermediary liaison for this advertising. AE usual, will get a client through an advertising agency that does its job everyday. But for employees of AEDP, this is certainly different. On the class armed with training and various other training, the AEDP is not using the services of intermediaries which in this case is the duty of the advertising agency.

Precisely the AEDP is struggling to compete with Advertising Agency who must have had the AE from other companies. With this means that the burden of employee AEDP is certainly 2 times heavier than the other AE employees. Coupled with the load to meet the target number of clients to be possessed.

As an illustrative example, if the regular AE should only reach the target of having 20 client as the number of ads per month reached Rp.40,000,000, - (Forty million Rupiah), then AEDP employee must meet the target with as many as 40 people had a client where the number of ads per month should reach Rp 100,000,000 (one hundred million rupiah). In the world of AE also known outstanding achievement. In the system, if the employee exceeds KG reaching achievements of targets set by HR then there will be some sort of cup-shaped awards and certificates were then written in it that achievement-related employees have achieved outstanding achievements, or outside the limits specified by KG.

At each stage of evaluation at the end of the lesson, the AEDP get a decision whether it passed or killed by the KG. This process absolutely having other impact on certification or some sort of sign which explains the bahawa employees have completed training and have passed the stage. In conjunction with the Association Office at KG, pick two categories valueation end. There are categories of graduation, there is also the category of not graduating. At every stage, KG has its own judging.
In Class Training On stage, the employee must also pass the appropriate standards and regulations KG. If in the first stage of the training class participants on the pass, then he later stage to On the Job Training (OJT) 1. If you later on meet the terms and conditions in accordance with the target OJT 1, it then can be pushed karayawan related to retrace OJT 2 and at this stage is the final stage of learning and debriefing of this Bonding Services. Her learning process is completed, then the employee will perform a final presentation before the board of directors and the business unit around KG.

If you meet the requirements then the AEDP employee get graduation certificates and awarded a Certificate of achievement, but if the AEDP employee failed in the training Bonding Services will be disqualified and get a certificate of attendance certificate account executive development programs ditetapakan by the KG. The result of this judgment is also the result of discussion and monitoring of the HR KG the attention of the presence, liveliness, academic achievement, daily tasks, the evaluation of external agencies or both of the internal KG, and also from the results of the test training modules ever The employee obtained a Bonding Services.

Keep in mind again that the employment status of the employee's Bonding Services was as a trainee. Trainee Commonly is known as an individual taking part in a trainee program or a graduate program within a company after having graduated from university or college.¹⁰

A trainee is an official employee of the firm that is being trained to the job he/she was originally hired for. Literally an employee in training. Trainee programs and graduate programs are arranged by private companies and public sector employers where the trainee is offered the possibility to take part in training programs 12-24 months.

¹⁰ See more at the definition about trainees http://en.wikipedia.org/wiki/Trainee acces by January, 5th on 13:45
During the duration of these programs the trainee is expected to receive a salary as well as is expected to have a full-time employment awaiting in the company when the program is over. Typically a lot firms will have a trainee period (2-3 months) where the person is still being evaluated after the which an official decision to hire on a permanent basis is made. Often it is used as a measure by insurance companies.

The trainee programs most Often Consist of a combination of theory and practice and is Aimed at having the trainee to learn the company from the ground and up. Many trainees are Able to Take advantage of their contact network from the trainee program and climb the corporate ladder and Become the key individuals in many companies.

2.5 The Provisions of Bonding Services at Kompas Gramedia

Having graduated from the training program and debriefing Bonding Services, then the employee shall be subject to like what is stated in the Bonding Services agreement that has been signed both by KG or employee concerned. In the agreement mentioned the duty of the employees who had signed a Bonding Services agreement is:

1. Obliged to undergo a Bonding Services for 1 (one) year.

2. Willing to be placed and assigned according to the needs of the company.

If the final presentation where the employee related to the presentation and presents the results of his work, so if any of the business units that feel the need his contribution, then the employee will move and carry out their duties in a business unit that asked him to work on the business unit.
3. Transmit knowledge

In the process, after undergoing training and debriefing, then this Bonding Services shall employees to share knowledge and experience that has been in dapatkanya during training and debriefing takes place through employee forums or events that will be held by the HR team KG.

4. Utilizing and using knowledge gained in the task and work for the development and progress of the company.\footnote{The duty that mention one by one on Perjanjian Account Executive Development Program at Kompas Gramedia}

In the rules, a Bonding Services in KG has associated rules regulations regarding Bonding Services. KG contained therein has its own format different from the usual their employees. What I discovered is the author of ground Bonding Services employees have a column in the target attainment is higher than an ordinary employee at Kompas Gramedia. Just in judging Bonding Services Kompas Gramedia employees, has a judging format 2-fold heavier than regular employees. If the judging of regular employees only achieve the target of 20 clients within one month, then to the Bonding Services needs 40 employees to be its client within a period of one month.

From what is seen in the fact the author in the field, this certainly can not be used as a matter of law because of what the employee is in implementation by a clause from the agreement that has been agreed upon by the respondents as well as the company. However, from the results of the interview, one of the respondents also revealed in his statement about his confusing related to the preparation of a Bonding Services agreement. This is due to the absence of a specific
definition linked Bonding Services and the absence of the Employment Act are discussed further in this matter.

2.6 Legal Basis of Account Executive Development Program in Kompas Gramedia

Under the Treaty of Account Executive Development Program, the covenant clause tercall stated that the agreement of this AEDP refers to a decree made by the Board of Directors Number: SKC-CHR/0811-12 dated 26 November 2012 which has been signed by Sigit Suryanto as Corporate Human Resources Director of Kompas Gramedia. Seeing what has been wrote in this agreement, this agreement was not complied with-laden of existing agreements on Labour Law. In labor law the only known form of the agreement:

1. Collective Labour Agreement (CLA)
2. Specific Time Work Agreement (PKWT)
3. Employment Agreement Time Indefinite (PKWTT)

That the overall arrangement in the bottom right in the Employment Act. However, in practice, the authors found that the Bonding Services agreement refers to the Civil Code which qualifies the validity of a treaty:

The possibility of an agreement requires four conditions as follows:
1. Consent of the person INVOLVED;
2. The capability to enter upon an agreement;
3. A certain subject;
4. A lawful purposes

In the treaty account executive development program is also contained in its clause related replacement indemnity clause. According to interviews with the respondents, this is done

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12 Commitment is an agreement which is an account executive development programs
13 According to Regulation No. 13 Year 2003 of Labour Law, namely in Bahasa: *Perjanjian Kerja Bersama (PKB)*
14 Regulation No.13 Year 2003 of Labour Law, Act. 56
15 Act No. 1320 Civil Code section about a second condition on requird to enable the possibility of agreements
in order to obtain a Bonding Services that middle road, both from the side of employees or the company itself. When referring to the Civil Code, under section 1304 of the Civil Code, the Civil Code in order guarantees execution debtor who does not carry out the engagement of the engagement can be fined with the amount that is agreed by both parties. In the legislation mentioned the term "threat of punishment" which is the real core "fines", or punishment tambahann are referred to in Article 10 of the Criminal Code.

In this 1307 article participate and assist the establishment of the declaration that the "punishment" in the mean compensation, costs and interest suffered by the creditor because the debtor was not fulfilling engagements (HR appeal verdict 30 Nov 1945, 1964 No. 64) 16. The mean by the threat of fines in a treaty is to prevent long-winded negotiations related to the amount of compensation, also gave a boost to the debtor in order to carry out the engagement in accordance with what has been agreed upon. The threat of fines also is in the common interest. For debtors, it is necessary to know that the debtor can know for sure how much to in amount if he did default action. for creditors it is too spare to act arbitrarily or ask figure fines totaling less or more than the existing lift on the agreement.17

See terms and the facts, the legal basis for the implementation of the Association Office in KG with more emphasis towards the realm of civil law. As the authors described that there had been an agreement that meets the conditions contained in article 1320 of the Civil Code, and also contained an agreement on it with proof that the agreement has been signed by both parties.

16 RM Suryodiningrat, *Azas-azas Hukum Perikatan*, (Bandung: Tarsito,1985) page 69
17 *Ibid*, page 70
CHAPTER III

BONDING SERVICES AND REGULATION NO.13 YEAR 2003 OF LABOUR LAW

3.1 Bonding Services in General Issue

Association Office is a commitment undertaken by both government agencies and private company with employees and / or prospective employee in return for the funding provided to employees and / or prospective employees in the study. Bonding services between company employees and / or prospective employee applies within the period specified in accordance with the agreement of both parties. Practice bonding services is usually done by companies to keep employees and / or prospective employees who excel in order not to move to a competitor company.

There is no legislation that regulates in detail the bond, a bond terms implied in Article 162 paragraph (3) b Article 162 reads:

(1) "If a worker / laborer Resigns of his or her own will, he or she shall be Entitled to pay compensation in accordance with what is stipulated under paragraph (4) of Article 156.

(2) Workers / Labourers who resigned of their own will, Whose duties and functions donot directly represent the interests of the entrepreneur shall, in addition to the compensation payable to Pay Them According to what is stipulated under paragraph (4) of Article 156, be given detachment Whose money amount and procedures / methods associated with its poayment shall be regulated in work agreements, enterprise rules and regulations or collective work agreements.

(3) A worker / laborer who Resigns as Referred to under paragraph (1) must fulfill the following requirements:

a. The worker / laborer must submit a resignation letter (to the management) no later than 30 (thirty) days prior to the date on the which he or she will no longer work.
b. The worker / laborer is not being bound by a contract to work for / serve the enterprise for a certain period of time in return for the training / education provided to him or her and paid by the enterprise to enable him or her to have the required qualification to carry out his or her job at the enterprise.

c. The worker / laborer shall continue to carry out his or her obligations (to the enterprise) until the date of his or her resignation.

(4) Termination of employment for the reason of free will resignation shall be carried out without the decision of the institute for the settlement of industrial relations disputes.

3.1.1 Commitments

In creating a bonding services between the employee and / or prospective employees regardless of the terms - the terms of the engagement valid under Article 1320 Civil Code to ensure that the bond agreements that do have the force of law. Terms - the terms of the engagement valid under Article 1320 Civil Code is as follows:

1. The agreement of both parties.
   The purpose of the agreement is two sides (between company employees and / or prospective employees) who make an agreement to agree mengenaik major issues in the contract.

2. Skills to perform legal acts.
   The principle is legally competent adult everyone and healthy mind. Terms of adults in laws - laws in Indonesia can be divided into two, namely 21 years for men and 19 years for women in the Civil Code and 19 years for men and 6 years for women in Act 1 of 1974 on Marriage. In the bond agreement, the provisions of the Civil Code is used is because it is general.
3. The existence of the object.

Understanding objects in this provision is something that must be agreed upon in a treaty or something that is pretty obvious stuff. In making the bond indenture is a bond becomes the object itself.

4. The existence of a lawful causes.

According to Article 1335 of the Civil Code, an agreement that does not wear a lawful cause, or a cause that dengna made false or forbidden, does not have the force of law.

3.1.2 Management Trainee

Management Trainee is a program established by a private company to produce employees with a certain quality in certain areas through a long test and a different process with the other usual candidates. Management Trainee recruit employees and / or prospective employee to immediately fulfill the position as a leader in the company. In general, the alumni of the Management Trainee program is a strong candidate to be a Supervisor or Manager on a division. For Traverse Management program, employees and / or prospective employees who qualify must have approved a bond agreement with the company.

Management Trainee Program is done with a very tight, well executed solely by money section specifically addressing the human resources in the company to submit to the consultant and reliable. Due to the Management Trainee program is a special program, the requirements are also very high for the chosen. Starting from the minimum requirement cumulative grade point (GPA) is high, adequate organizational experience, ability or skill enough, until mastery of foreign languages.

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3.1.3 Scholarship Program

Scholarships are financial assistance given to individual students or students who are used for the continuation of education pursued. Scholarships can be interpreted as a form of appreciation given to the individual to profess to continue their education to a higher level. The award may be given access to an institution or the award of financial aid.

Scholarships can be awarded by government agencies, companies or foundations. The scholarships can be categorized on the free gift or provision with work bonding (commonly called a bonding services) after completion of education. Long bond varies, depending on the agencies that provide these scholarships. Scholarships are also awarded to many per group (group), for example when there is a race event held by the institution, and one prize is a scholarship.

3.1.4 Working Relationship

Bonding Services is one clause in the employment agreement. Under the Law. 13 of 2003 on Labour, employment agreements can be Specific Time Work Agreement (PKWT) and the Employment Agreement Time Indefinite (PKWTT). Employment bond agreement in principle is an employment relationship between the employee and / or prospective employee with the company to work within the specified time period. Employment conditions set forth in Article 50 to Article 62 of the Labor Law.

Article 50:

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19 See more at understanding of Scholarship. In http://id.wikipedia.org/wiki/beasiswa accessed on December 15, 2013 accessed by December, 15th on 18.30
Employment relations exist because of the existence of a work agreement between the entrepreneur and the worker/laborer.

Article 51:

(1) "Work agreements can be made either in writing or orally.

(2) Work agreements that specify requirements in writing shall be carried out in accordance with valid legislation."

Article 52:

(1) "A work agreement shall be made based on:

a. The agreement of the parties;

b. The capacity or competence to take legal actions;

c. The availability/existence of the job which the parties have agreed about;

d. The notion that the job which the parties have agreed about is not against public order, morality, and what is prescribed in the prevailing laws and regulations.

(2) If a work agreement, which has been made by the parties, turns out to be against what is prescribed under point a and point b of paragraph (1), the agreement may be abolished/canceled.

(3) If a work agreement, which has been made by the parties, turns out to be against what is prescribed under point c and point d of paragraph (1), the agreement shall be declared null and void by law."

Article 53:

"Everything associated with, and/or the costs needed for, the making of a work agreement shall be borne by, and shall be responsibility of, the entrepreneur."

Article 54:

(1) "A written agreement shall at least include:

a. The name, address and line of business;

b. The name, sex, age, and address of the worker/laborer;"
c. The occupation or the type of job;
d. The place, where the job is to be Carried out;
e. The amount of wages and how the wages shall be paid;
f. Job requirements stating the rights and obligations of both the entrepreneur
   and the worker / laborer;
g. The date the work agreement starts to take effect and the period during the
   which it is effective;
h. The place and the date where the work agreement is made; and
i. The signatures of the parties INVOLVED in the work agreement.

(2) The provisions in a work agreement as mentioned under point e and point f of
paragraph (1) are concerned must not against the company regulations, the
collective labor agreements and prevailing laws and regulation.

(3) Mentioned as a work agreement under paragraph (1) shall be made in 2 (two)
counterparts roomates have the same legal force, 1 (one) copy of the which
shall be kept by the entrepreneur and the other by the worker / laborer.

Article 55
   "A work agreement can not be Withdrawn and / or changed unless the parties
agreed otherwise."

Article 56
   (1) "A work agreement may be made for a specified time or for an unspecified
time.
   (2) A work agreement for a specified time shall be made based on:
      a. A term; or
      b. The completion of a certain job."

Article 57
   (1) A work agreement for a specified time shall be made in writing and must be
written in the Indonesian language with Latin alphabets.
(2) A work agreement for a specified time, if not made in writing is against what is under paragraph (1), shall be regarded as a work agreement for an unspecified time.

(3) If a work agreement is written in both the Indonesian language and a foreign language and then differences in interpretation arise, then the Indonesian version of the agreement shall prevail.

Article 58

(1) "A work agreement for a specified time can not stipulate probation.

(2) If a work agreement as mentioned under paragraph (1) stipulates the probation, it shall then be declared null and void by law."

Article 59

(1) "A work agreement for a specified time can only be made for a certain job, roommates, because of the type and nature of the job, will finish in a specified time, that is:

a. Work to be performed and completed at once or work which is temporary by nature;

b. Whose work estimated completion time is which is not too long and no longer than 3 (three) years;

c. Seasonal work; or

d. Work that is related to a new product, a new activity or an additional product that is still in the experimental stage or try-out phase.

(2) A work agreement for a specified time can not be made for jobs that re-permanent by nature.

(3) A work agreement for a specified time can be extended or renewed.

(4) A work agreement for a specified time may be made for a period of no longer than 2 (two) years and can be extended only one time that is not longer than 1 (one) year.

(5) Entrepreneurs who intend to extend work agreement for a specified time shall notify the said workers / Labourers of the intention in writing within a period of no later than 7 (seven) days prior to the expiration of the agreements work."
The renewal of a work agreement for a specified time can only be made after a grace period of 30 (thirty) days is over since the work agreement for a specified period comes to an end; the renewal of a work agreement for a specified time can only be made once that is no longer than 2 (two) years.

Any work agreement for a specified time that does not fulfill the requirements mentioned under paragraph (1), paragraph (2), paragraph (3), paragraph (4), paragraph (5), and paragraph (6) shall, by law, become a work agreement for an unspecified time.

Other matters that have not been regulated under this article shall be further regulated with a Ministerial Decision.

Article 60

A work agreement for an unspecified time may require a probation period for no longer than 3 (three) months.

During the probation period, as mentioned under paragraph (1), the entrepreneur is prohibited from paying wages less than the applicable minimum wage.

Article 61

A work agreement comes to an end if:

a. The worker dies; or
b. The work agreement expires; or
c. A court decision and / or a resolution or order of the industrial relations disputes settlement institution, which has permanent legal force; or
d. There is a certain situation or incident prescribed in the work agreement, the company regulations, or the collective labor agreement roomates may effectively result in the termination of employment.

A work agreement does not end the entrepreneur dies because the ownership of the company has been transferred because the company has been sold, bequathed to an heir, or awarded as a grant.

In the event of a transfer of ownership of an enterprise, the new entrepreneur shall bear the responsibility of fulfilling the entitlements of the worker / laborer unless
otherwise stated in the transfer agreement, the which must not reduce the entitlements of the worker / laborer.

(3) If the entrepreneur, individual, dies, his or her heir may terminate the work agreement after negotiating with the worker / labor.

(4) If a worker / laborer dies, his or her heir has a rightful claim to acquire the worker's entitlements According to the prevailing laws and regulations or to the entitlements that has been prescribed in the work agreement, the company regulations, or the collective labor agreement.

Article 62

"If either party in a work agreement for a specified time shall terminates the employment relations prior to the expiration of the agreement, the agreement or if their work has to be ended for other could be better than what is given under paragraph (1) of Article 61, the party that terminates the relation is obliged to pay compensation to the other party in the amount of the worker's / laborer's wages until the expiration of the agreement."

3.1.5 Internship Program

Under the Employment Act, Internship is a sub-system of job training. Internship is one of training in the context of the work can be distinguished based on its territory, the foreign Internship (No. Permenakertrans. Per-08/Men/V/2008) and Internship in the country (No. Permenakertrans. Per-22/Men/IX/2009).

Internship can be carried on its own or in job training venues, or other companies, both within and outside Indonesia (Article 24 of the Labor Law). For the Internship is done outside the territory of Indonesia, must obtain permission from the Minister. In
addition, the implementation of Internship outside the territory of Indonesia Indonesian legal entity must (Article 25 of the Labor Law).  

The regulation of Internship pasalbertian set in accordance with Article 1 of Law 11 Employment figures are:

"Part of a training system that is organized in an integrated work between training in training institutions to work directly under the guidance and supervision of an instructor or workers / laborers who are more experienced, in the process of production of goods and / or services at the company, in order to master the skills or expertise certain."

Based on these definitions, is any part of the Internship job training. The end result of Internship training in order to work is labor competency certification as stipulated in Article 23 of the Labor Law:

"The labor has followed the Internship program are entitled to the recognition of competence and qualifications of the company or agency labor certification."

While the Internship contract job training in order to be set in conjunction with the Labor Law. No. Permenakertrans. Per-22/Men/IX/2009:

"The period of Internship varies according to the length of time required to achieve competency standards yangditetapkan in the Internship program."

During the Internship program in an ongoing enterprise, apprentices based on rules and explanation of Article 22 of the labor law is:

1. Recognition of job competence and qualifications of the company or agency certification.

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21 See more at the period of time and the rights of internship in http://www.hukumonline.com/klinik/detail/lt50e9bc71e2237/jangka-waktu-dan-hak-hak-peserta-pemagangan by December 14, on 19.30

22 Ibid,
2. Allowance and/or transport allowance.

3. Social security workforce. In this case apprentices under Article 8 paragraph (2) letter a of Law # 3 of 1992 on Social Security Workers are only required to take Social Security Work Accident Insurance program (JKK) alone. This means that apprentices not participating life insurance program (JK) and retirement benefits (JHT) and health insurance (JPK)

In the case of Internship is done overseas, according to Article 13 of the Regulation of the Minister of Manpower and Transmigration No. PER. 08/MEN/V/2008 2008 on the Implementation Procedures for Licensing and Internship Abroad (No. Permennakertrans. 8/2008), an internship agreement not only between participants of internship with the company, but also among the companies with the receiving agency interns abroad. The Internship organizers must register in writing Internship with accompanied documents as required in Article No. 13 Permennakertrans. 8/2008, one of which is attached a copy of the Internship agreement and the agreement between the company and the institutions concerned foreign interns to the Directorate-General in charge in the field of vocational training at the Ministry of Manpower and Transmigration. 23

Regulation of the Minister of Manpower and Transmigration No. PER. 08/MEN/V/2008 2008 on the Implementation Procedures for Licensing and Internship Abroad (No. Permennakertrans. 8/2008), an internship agreement not only between participants of internship with the company, but also among the companies with interns receiving institutions abroad. The Internship organizers must register in writing Internship with accompanied documents as required in Article No. 13 Permennakertrans. 23

23 Ibid.
8/2008, one of which is attached a copy of the Internship agreement and the agreement between the company and the institutions concerned foreign interns to the Directorate-General in charge in the field of vocational training at the Ministry of Manpower and Transmigration.24

3.2 Development of Labour Law

Employment law by Moleenar is part of the law which is principally contain and regulate the relationship between labor and employers, labor workforce, and the workforce with the ruler or government. Yet another priest berendapat Supomo. According to employment law is a set of rules both written and unwritten pertaining to kejadia when someone works on others with pay.25 Act No. 13 of 2003 on Employment job, in the post-independence period has seen a lot of work just for the workers exploited by the employers profits, without regard to the rights and sustainability to achieve a decent income. Because the turbulent labor law this is the birth of political influence because of mutual agreement between labor and employers who eventually gave birth to the collective labor agreement done either individually or jointly.

The elements must be clear and unequivocal agreement between the employment agreement specified time dean employment agreements where workers work under the will of the employer. Assumptions that occurs in reality is workers who work on the company only works under the will whose job is to give the employer, so the employer who determines labor wages. The existence of this certainly makes the position that gives the work with a given work becomes unbalanced in terms of its distribution of rights, fatherly that occurred in the year 1945 -

24 Ibid.,
1949 strikes prosecutions related wage increases in the future, of course, the issue of labor because the party received less attention that when his government is grappling with political issues.

In this period of political upheaval that is going to change the system of labor on a large scale that borned a strikes on a large scale, which was recorded at the time workers are protesting as much as 950,000 to support from SBSI, KABM, SBPU, SBPI SBKA. Driven by the growing political conditions ravaged that will also result in political and economic conditions that would affect labor conditions (1950-1965) so that the ILO urged Indonesia to ratify the convention No. 98 of 1949 which became law No. 18 of 1956 about assurance issues and the protection of workers or the workers.26

With the re-enactment of the 1945 Constitution the future, for the second time through July 5, 1959 presidential decree of labor issues in general still do not have a solution and a way out. This is then considered by the communist party to propagandize and immediately cornered due to the workers' struggle bore a guided democracy. In the old order in order to gain independence Indonesia, the labor movement played a very important role because it participates in the capture of Indonesian independence movement through national independence was that Laskyar Labor, Workers and Trade Unions in Indonesia. At the time these were already established several laws such as Act 33 year 1947 work safety in the workplace, published by the government temporarily Sjahrir, this law gives the signal transition from the liberal view as "No Work, No Pay" listed in 1601 & 1603 BW. And then followed was the emergence of Act 12 of 1948 on the protection of workers and uu number 23 of 1948 on labor inspection. This law pretty

26 See more at [http://www.ilo.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo-jakarta/documents/legaldocument/wcms_124559.pdf](http://www.ilo.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo-jakarta/documents/legaldocument/wcms_124559.pdf) International Labour Organizataion that has been ratified by Indonesia related to the protection of workers through the freedom to build a association. Accessed by December 13th on 03.40
much raised labor discrimination, such as the provision of 40 hours and 6 days a week, the rules prohibited to employ children under the age of 14 years, and including women's rights guarantees should leave for 2 days if you're having menstrual periods and maternity leave during 3 months.

The existence of this law became a major base for policy and legal legislation of Labour Law judged to be advanced in the regional quarter asia. In 1950 where the labor movement in Indonesia is dynamic, born an Act 22 of 1957 on the settlement of labor disputes, followed by the 1964 law concerning Termination of Employment at private companies that provide powerful protection to workers or workers with obligations asked for permission to chamber Settlement of Labour Disputes (P4) for connection termination.

Previously he also made the Law No. 21 Year 1954 concerning Labour Agreement between the Trade Unions and employers who feels very democratic, because the opinion of the workers heard and discussed by pre employer because the present law, Indonesia has ratified ILO No. 98 on the right to organize also ensure the legal status of trade unions at the time.

3.2.1. The New Order of Labour Law

Because of the time of the new order periods where officials began to impose their will and decisions will be politically laden and less attention to sustainability and the rights of workers. In this period the tiedly was happening in all walks ranging from law, business, until the freedom of the press such information. As a starting point of a change in the new order, then formed a new cabinet called the cabinet construction development moves by Order of March with the results of a decree of the Assembly which establishes that the source of the rule of law throughout Indonesia as well as the sort order legislation that there must follow and implement
the 1945 purely and consistently in accordance with Pancasila. In this period is President Suharto era, where employers have the right to set things up and control the labor organizations for the pursuit of economic growth.

The new order is also marked by nuances military to prevent a resurgence of mass-based movements that tend to be feared radical which may arise G 30 SPKI to two of the existing prior to the Suharto regime. This rezim actually existing Employment Act, the law No. 25 of 1977, but this law will be full of nuances militarism. According to James Castle, a 30-year industrial relations under the new order characterized by an authoritarian central control, mutual suspicion, and even brutality.

Labour Law is basically a political struggle to assert that laissez-faire doctrine can not be applied absolutely. Through this point of view, actually can be drawn a conclusion that the intervention is considered employment law or discrimination that weaken the economy for violating the doctrine of laissez-faire.

In the old order, the danger posed is increasingly threatened, because the relationship between workers and employers has been loaded with the law, meaning that if there is a problem it will be resolved directly with the law. Indeed, the modern law requires the structure, functions, and procedures yangk rigid format, which requires a distinctive way of thinking. But we need to know, it takes people who have a broad understanding of education as well as for the modern law. Because the law can not be handled by just anyone, only the experts / scholars who can interpret law modern law is appropriately targeted. In the flow of modern common law where rigid formalities and procedures that make a person lose his justice while substantive labor law
with a strong legal basis of modern logic values that are individualistic and formalistic. It can be concluded that the labor laws in the future is in the hands of dictatorial rule.

3.2.2 The Age of Reformation

In the future opportunities for the workers freedom of association is starting to look. although only one of the among of the trade union organization in trust by the government, but at this time the workers freedom to hold opinions and to have his rights been Mukai seen. In this age of the labor movements supported by NGOs\(^{27}\) which supports changing sitem militarism and dictatorship and denial of Law No. 25 Year 1997. After reaping so many protests and workers also Demand for change, finally made the Law No. 13 Year 2003 on Labour Law.

3.2.3. The Present Time

In this era of labor laws evolved with increasing 4 new legislation, namely:

1. Law No. 21 Year 2000 on trade unions


3. Act No. 2 of 2004 on Industrial Relations Dispute Settlement

4. Law No. 39 of 2004 on the protection and development of Indonesian workers abroad

Given some of these changes in labor laws considered more positive as can already be democratic and free in determining opinions.\(^{28}\)

\(^{27}\) Non Governmental Organizations, for example LBH

\(^{28}\) See more at legal basis and historical development of labour law \text{http://adhypepanrita.blogspot.com/2012/11/dasar-hukum-dan-sejarah-perkembangan_12.html}\text{ accessed by December, 13th on 00.20}
Basically the development of labor law has entered a better direction. With the Act 13 of 2003 regarding employment, then it is more complete understanding of the employment pasa 1 of Act No. 14 of 1964 which says that labor is yan everyone did a good job on the outside or to produce goods or services to meet their needs day-to-day. According Supomo (1987; 3) Labour Law is the set of rules, written or unwritten pleased with incidents where someone is working on another person in return for a wage.29

3.3 Basic of Labour Law

The basis of the Labour Law is the incarnation of a tool that protects the workers are concerned with the relationship between labor and employer, wages, perselesihan which will likely lead to a social phenomenon. According to Mr. Molenar, employment labor law is the law where the work was done under a leadership with livelihood directly concerned with labor relations. But if according to the labor law itself, stated that employment law is a collection of all the rules relating to labor at a time before, after and during the period of employment. Legally, the labor is free and our country was also stated that no one can be enslaved or enslaved.

The existence of this state the principles that liberate people from slavery or servitude becomes part of the principal objectives of the labor law. The purpose of this labor law is to implement social justice in terms of labor whereby the implementation through the streets to protect the interests of workers against power is not limited to the employer. That's the purpose why the Employment Act was created as a limit for the employer not to be arbitrarily over labor rights.

29 Ibid. Accessed by December, 13th on 00.20
Workers and their employers given the discretion to make an agreement or a specific agreement does not damage and still not out of the realm of the provisions of the Labour Law.

3.3.1 Sources of Labour Law

According to Prof. Soedikno Mertokusumo law states that the source material is a factor that helps the formation of law (1988:63). In terms of source material law or commonly referred to as the source of the content of the law is the law that formed the awareness in the community about something that should be implemented but is not carried on in accordance with the rights and obligations prosei. Sources of awareness is certainly on the trigger of the existence of Pancasila as the source of all law and every law in Indonesia.

Source of labor law in a formal sense by Professor Soedikno Mertokusumo namely:

1. Law

Was made by the government regulations approved by Parliament. Including laws that have been created by the government as well as a reference source of the formation of laws / regulations thereafter. According to Abdul Rahman Budiyono "After the independence of Indonesia there are other things that need to be noted that the politics of law codification is deprecated replaced with a law that refers to the political unification of the law"

2. Other Regulations

Other regulations typically include government regulation, Decree of the President and some of the rules or decisions that are made of an agency.
3. Habits that exist in society

Law can also be born of a habit. According to Abdul Rahman Boediono (1995; 15) Many of the regulations made in the Dutch East Indies era that is no longer in accordance with the labor law after the time of independence. In the authors found that the field habit adopted in a society also become a source of law and also have penalties if violated. Because not all laws can be applied to the fact that society is so complex middle. Habit is an activity that is performed repeatedly by the same man and will give birth to a sanction or a penalty if it is done outside of an existing custom yag. Habits can be one of the sources of law because the habit has existed long before the law was created.

4. Decision

The verdict in question here is the decision issued by the committee that handles labor Dispute. Bipatrit agency that handles like a labor disputes, the decision can be used as a reference in order to complement and enhance labor laws.

5. And Conventions of Interational Labour Organization (ILO) which has been ratified by Indonesia.

According to Sutikno, 1977; 10 in international law has been composed in it a treaty or agreement that convention. Generally this is international conventionnya but can only apply if the state of ratification of this conventon. in essence, this convention is an international treaty in the field of labor set by the national conference such as the ILO (International Labour Organization). But as said earlier authors, this new convention can be used as a legitimate right and a legal basis if we have ratified the convention.
Besides the opinion that had been described by the author, Agufisar Wahab\textsuperscript{30} and Asikin added his opinion that the doctrine / opinion of legal experts can also be used as a source of legal establishment. considering the expert opinion may be used as the basis to solve permasalahan berfikir is in labor either directly or indirectly. Abdul Khakim also added in his opinion, if the law mungkin only be one source of employment law given the presence of the possibility of solving the employment problem through approaches based on faith and religion (Khakim, 2003:14)\textsuperscript{31}

Besides that, in Indonesia's labor laws, the most important source of law in the form of legislation are:

- Labor Law
- Law on Trade Union / Labour and
- Law on Dispute Settlement Industrial.

These three pillars on top form the core of Indonesian labor law and the subject of this introduction. Yet it is also necessary observed that other sources of law should also be referenced and role in the settlement of disputes or labor disputes concrete. In general, the sources of law that are important:

- International agreements ratified by Government of the Republic of Indonesia
- Act of 1945
- Legislation for special things
- Regulation and the Minister
- Joint working agreement

\textsuperscript{30} The basics of labor law
\textsuperscript{31} Khakim Abdul, *Pengantar Hukum Ketenagakerjaan Indonesia*, (Bandung: Citra Aditya Bakti 2003) Page 35
3.3.2 Subject, Object and Nature of Labour Law

Labour law is the subject of Labour, and employers and workers organizations or unions commonly called. According to Law 13 of 2003, employment law is the employer is seprang hungannya businessman with labor. 're Right workers, workers who are working with employers and are paid wages in accordance with existing regulations. Labor organizations can also be regarded as a subject of employment law. Because in his collection include the workers. The usefulness of the labor organization is to protect the interests of the workers and to mediate between workers and employers in the event of a dispute in the future. In essence, the object of labor law there; ah stuff sanctions law enforcement yes both administrative or criminal nature as a result of the risk borne for violating existing regulations are met. Restitution sanction as a result of adnaya wanpresetasi between employer with labor can also be used as an object of labor law. Employment law is Private and public.

Why is said to be private is because civil law in this relation to the agreement made by the workers only have a relationship with the employer and its workers. but still are public as well as what if employment law is violated, then there will be sanctions that must be obeyed. The existence of administrative procedures as well as international agreements in the field of

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employment law also makes it public. In general, the nature of employment law is to protect workers from arbitrary action of entrepreneurs. Although the juridical position of workers and employers are equal in the eyes of the law according to what is written in the Constitution Article 27, but still in socio-economic position of workers is lower than the entrepreneur.

3.4 Construction of Bonding Services in Labour Law

In theory the Law No. 13 Year 2003 on Labour Law, a Bonding Services is part of Labour Law. Why is said to be a part, of the field authors found that a Bonding Services is a method used by employers to find and train employees who aimed to become a leader in the group. Bonding Services consists of a variety of methods, ranging from recruitment of Management Trainee in a company, to finance schools financed by the company.

As an illustrative example, an employee who follow the activities of management trainee entrance test to undergo a longer process than others. Bonding Services department, conducted with the aim of improving the quality of human resources available to the business sector. Generally done while working abroad, typically companies that have group / office based overseas. To guarantee no piracy and prevent large losses to the company for a Bonding Services that is enforced in accordance with the agreement between the employee and the company. Bonding Services must be based on the existence of a binding contract and refers to the shape of civil engagement (refer to Civil Code 1234). At least the agreement of a Bonding Services can be inserted the following clause:

1. for Bonding Services diploma / certificate is kept by the company exercises

2. statement period Bonding Services:
- Training 3 months it will get a Bonding Services for 1 year.

- Training 6 months then it will get a Bonding Services for 2 Years.

- Training will get a 1 year service Bonding Services for 3 Years.  

3. if the worker or workers out / move to another company in which he has not completed his Bonding Services, then by itself would apply for compensation for the cost of the used professionally for the employees concerned.

The fees charged by the company in a professional manner to the employees shall be calculated in detail and are already in the know, and approved by both parties. Understanding Proportional can be interpreted as if the agreed Bonding Services is 3 years old, but the workers had just come out at the time a Bonding Services for a period of 1 year, then the employee shall be paid for two thirds of the total value of which is used for training. Diploma / certificate in question is a guarantee sabgai ijzah original school, while the certificate is a certificate that is acquired during the training. (1)

3.4.1 The Mechanism of Bonding Services in General Terms

If seen literally KBBI, official/ To · in · nat · late /about the work (tasks, duties) service.  
seen there is no obligation word that means the job is given a responsibility that led to something that result in an obligation menjadikanya. There is no definition explicitly linked this Bonding Services, but the author saw in the field related to the definition of this Bonding Services is as an official selection of the filter program in which the holding of early stage entry of the company,

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33 Whimbo Pitoyo. S.E, SH, MBA; Panduan Praktis Hukum Ketenagakerjaan, (Jakarta: 2011) hlm 62
34 See more at http://kbbi.web.id/ accessed by December 1st, on 03;40
and the candidates who have passed the tests and qualifications are determined by the company which in turn will be included trainings that are prepared to be the team leader.

Clearly, Bonding Services companies use to search for the leader cadres can be shaped to have the same vision and mission of the company. But the perceived good and bad not only for the employees, as well as the company holding the Bonding Services program. Companies should allocate special funds for the prospective leader of this Bonding Services, because is said that the prospective leader's Association Office was instant leader candidates who receive various types of training in order so mausk to a company, he can immediately occupy the position as leader. They did not take so many years to be able to direct a post as the leader, simply by following this Bonding Services program then setelha training progresses, he will be promoted soon became leader of the team. There are various methods in the form of a Bonding Services that distinguishes the method of recruitment and career regular employees them.

A. The Methods of Recruitment in terms of Bonding Services

Bonding Services in recruitment and in selection through specific stages that did have another program itself on its HR unit. Employees rated it feasible to follow the results of this selection if it passed the initial test stages namely CV screening, interview with HR, psychological test, medical tests, an interview with the HR Manager, and a new stretcher employee was entitled to participate in the class which will determine where the position of the employee the Bonding Services. Keep in mind that this Bonding Services program for its participants can not pass all the participants and expressed as a Bonding Services of employees in a company. But they will have to follow some sort of cross racing class again and again with each other in his group so later elected candidates the best of the best. Then the candidate is
entitled to a certificate as a Bonding Services with a series of training experience is very important to be missed.

B. Career Path

Participants were selected to be employees of a Bonding Services will be divided into several groups of which consists of several dozen people. In one group later they will join a wide variety of training and during the time that has been specified fatherly later assessed and can be categorized as good or not as long lasting education stretcher Bonding Services. After graduating and can be expressed as a Bonding Services employees who are ready to be deployed to the field, but unfortunately it is still faint employees are contract employees if he came out prematurely ended agreement Bonding Services, he will be fined calculated by HR and the employees stretcher.

Career employees Bonding Services is certainly stretches the width of the regular employees. Because compared to a regular employee of the employee's Bonding Services department had already run trainings and they are already prepared to be a leader. Position remains the same as regular employees except employees have a Bonding Services and a stock that is very much powerful to be a leader on his team. Although it did not rule out the ordinary employees can also be a leader, as someone career also determined during the assessment of how your work with the company, not only as an employee only Bonding Services.

C. The advantage of being a Bonding Services

The advantages of being employees of a Bonding Services is the stretcher employees get so much training that would be very useful later on. These trainings who will raise the "price" of the employee. Of course, the training can be in the Bonding Services department employee
proficiency level, its position in negotiations with the company will rise. And it is also certainly
going to benefit the employees of the company are also new. They no longer need to train new
employees and the cost of training is also great for emotional connection.

The Bonding Services between the worker and employer agree. It is marked by the
signing of an agreement in which a Bonding Services in its contain the following:

Article 162 states:

(5) “If a worker/labourer resigns of his or her own will, he or she shall be entitled to
compensation pay in accordance with what is stipulated under paragraph (4) of
Article 156.

(6) Workers/labourers who resign of their own will, whose duties and functions donot
directly represent the interest of the entrepreneur shall, in addition to the
compensation pay payable to them according to what is stipulated under paragraph
(4) of Article 156, be given detachment money whose amount and procedures/methods associated with its payment shall be regulated in work agreements,
enterprise rules and regulations or collective work agreements.

(7) A worker/labourer who resigns as referred to under paragraph (1) must fulfill the
following requirement:

d. The worker/labourer must submit a resignation letter (to the management) no
later than 30 (thirty) days prior to the date on which he or she will work no
longer.

e. The worker/labourer is not being bound by a contract to work for/serve the
enterprise for a certain period of time in return for the training/education
provided to him or her and paid by the enterprise to enable him or her to have the
required qualification to carry out his or her job at the enterprise.

f. The worker/labourer shall continue to carry out his or her obligations (to the
enterprise) until the date of his or her resignation.

(8) Termination of employment for the reason of free will resignation shall be carried out
without the decision of the institute for the settlement of industrial relation disputes. “

In article 162, paragraph 3 Item B, explained that workers who resign must qualify as
requested where one of the conditions is not bound in a Bonding Services. However, the authors
tried to find back in Act 13 of 2003 concerning the definition of what the Bonding Services department, where none are articles that explain the meaning and limits of the Bonding Services. Existing and mentioned in Law 13 of 2003 is a collective bargaining agreement. Collective agreements by Act No. 13 of 2003:

"The agreement is a collective bargaining agreement is the result of negotiations between trade unions / labor unions or unions / labor unions registered at the agency responsible for employment with the employer, or several employers or employers’ association that includes working condition requirements, rights and obligations of both parties."

Seeing the labor law, the authors see no provision in the article that says that there are other agreements which contain the Association Office. Judging from its common meaning, a Bonding Services agreement can be translated into the scope of collective bargaining. This is because the Bonding Services agreement also contains clauses like the one in the sense of collective agreements. Only the author of the respondents got the answer that Bonding Services aimed to bind employees who imposed the Bonding Services.

To be procured when briefing to employees can use the employee to the company that has to send him or her to provide a wide berbagia training. It is spoken and supported by several other respondents from the sector employer, that a Bonding Services in place to protect the company from losses, although these entrepreneurs can not draw conclusions outline how the general provisions of the standard length of the Bonding Services. It was only based on the agreement made between workers and entrepreneurs. All they do is make a collective agreement but in the agreement of the respondents will be adding articles on a Bonding Services.

Related spotlight this Bonding Services ordinance is. The lack of existance in labor laws that are the source of all basic labor laws affecting included in the set of all types and forms of
agreement, but in fact the authors did not find perturan contained in the Employment Act Bonding Services. In terms of being an element of the law is to protect workers from ketengakerjaan deeds and actions which tend to arbitrarily may be made by both parties either the employee or the company.

If there is no underlying basis as a good mind and etikad that linked into Bonding Services, then a question arises then where is the legal basis Bonding Services that is as it should be the law of protecting the workers so as to have an implication that can be justified in any action.
CHAPTER IV

ANALYTICAL THINKING OF ACCOUNT EXECUTIVE DEVELOPMENT PROGRAMS AT KOMPAS GRAMEDEA AS A BONDING SERVICES ACCORDING TO REGULATION IN INDONESIA

4.1 Construction of Bonding Service on Labour Law

There is no rule that says a Bonding Services-related agreements. Neither the Civil Code or the Employment Act. In the analysis of the author, a Bonding Services is not included into the realm of the Employment Act. This is as reported by the Labor Law which that the Employment Act only discuss matters related to the agreement or the engagement. Including the employment agreement specified time (PKWT) and indefinite agreements, employment agreements besama or (PKB) and (PKWT), package deal and also the provision of labor services agreement. so it can not be said Bonding Services agreement included in the labor law area. This is due in particular Bonding Services deal only consists of clauses linked around a Bonding Services.

Who what when there is a violation during stretcher Bonding Services takes place, it can be fined as it is stipulated in a Bonding Services covenant contained in the articles. While the existing labor agreement in Bonding Services legislation is legislation relating to the employment agreement established a working relationship between employees and the company well in a certain period or indefinite. The employment agreement does not contain the status of employees, whether it's status as PKWT (specific time employment agreement) or PKWTT (work agreement for an unspecified time). This is allegedly contrary to Article 50. In general agreement that this set a Bonding Services-related education and training as well as in the event of default clause in which it will be subject to a penalty.
4.1.1 Rules of the Bonding Services in Relation to Civil Code

The Agency Agreement generally governs the education and training of workers assigned. In the Bonding Services agreement, it can be seen that if the employee stretcher Bonding Services in default or covenant that has been approved it along with the company, then it can be categorized as a commitment with the threat of fines or Boete-beding. In chapter 10 of the Penal Code, the said threat is essentially a form of fines that have been set in such engagement to fulfilling its obligations. As a definition, in section 1304 of the Penal Code states that:

The condition of the penalty provision is such that for Ensuring the due execution of an obligation, one will be obliged to do something specific in case of non-performance. (Bw 1243, 1249; Civ 1226) 35

Which in this case is the company to prospective employees Bonding Services. In the statute used the term "threat of punishment" which actually has a meaning as a "penalty" rather than a prison sentence or even the death penalty or additional penalty referred to in Article 10 of the Criminal Code. In article 1307 of the Civil Code that:

Penalization stand instead of a compensation of costs, losses and interests, Suffered by the creditor resulting from non-performance of the main contract. He may not Claim both the main debt as well as the penalization, except if the latter is only applicable on simple delay. (Bw 1243, 1312; Civ 1229). 36

That explain and reinforce the stretcher establishment is associated with punishment is that it is intended to punitive damages, costs and interest in the suffering of creditors (which in

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35 Tenth Section of the Civil Code. Of obligation on condition of penalty or punishability
36 Ibid,
this case acting on behalf of the company) because the debtors (which in this case is represented by the employees) do not carry out what contained in the engagement. 37

What is meant by the threat of fines, is that the debtor is acting on behalf of a prospective employee Bonding Services is intended to give a boost so that the engagement do as it should be in order to run. 38 It is also intended that either the debtor or kerditor not negotiate rambling related compensation. In determining the amount of fines contained in a good engagement is both sides to avoid the presence of an exaggerated costs, or other losses which if left unchecked will lead to greater losses.

The threat of fines absolutaley profitable for each party involved in commitment that particular creditor to know exactly how the amount should he paid for as compentation penalty to the debitor so that it can also reduce the occurrence of a default. In terms of the threat of fines contained in the commitment that contained for creditors this means creditors can not replace the loss is greater than that contained in the engagement. As for the debitors (companies) the threat of fines means that he can not offer his niliai amount of money that is not in accordance with the engagement. 39

Bonding Services is already widespread and became a phenomenon in the world of work. Both in the private sector or the civil sector we will see many terms of this Bonding Services. But if returned opened Employment Act so that we can find related to Bonding Services listed in article 162 item 3.b to mention:

37 Putusan Kasasi H.R 30 Nop 1945,1946 No.64 in His book R. Suryodiningrat, Azas-Azas Hukum Perikatan (Bandung: Tarsito, 1995) page. 89
38 Ibid.
39 Mr. R.M Suryodiningrat S.H, Azas-Azas Hukum Perikatan, (Bandung: Tarsito,1995 page. 70
"(3) The workers / laborers who resigned as referred to in paragraph (1) shall meet the following requirements:

a. submitting a resignation in writing no later than 30 (thirty) days before the date of resignation;

b. not bound in a Bonding Services, and

c. continue to perform its obligations until the date of resignation.

(4) termination of employment by reason of resignation on their own done without emphasis gaze industrial relations dispute settlement institutions."

In terms of regulations in Indonesia, the authors only found a Bonding Services set in additional regulation, but only apply to government agencies as well as educational colleges which are owned by the Government of Indonesia. Where the official can only be implemented and managed in accordance with these additional rules. Not based on agreement. But in the private sector Bonding Services is the legal basis of a contract or agreement that is already in the potion by the organizers of the Bonding Services.

The contract is an agreement that is carried on by the court in accordance with the law, applicable in fit and proper. In a simple definition recognized that the contract is a promise or set of promises and as an impact of increasing or violation of law giving it a recovery or establish liability for a promise that accompanied deterrent effect of sanctions as a default. Each commitment should be involves at least two parties offering something. 40

Party is the party that offers a contract that makes the contract as a first step of the offer. And then the second party or parties offered in a power to create a contract teresbut. Which means that the contract can be discussed and handled in a sign-and both are two sides also to the existence of a contract for the stretcher has to state it legally. 41

40 Suharnoko, SH., MLI Hukum Perjanjian: Teori dan Kasus Analisa page 15
41 See more at slide the law of contract (www.jobvacancy.net search-dasar-hukum-ikatan-dinas).pdf page 9 accessed by November 4⁰ on 21.30
4.2 Types of The Existing Agreements in Labour Law

The employment agreement is an agreement between labor (employees) with employers or employers who meet the work requirements, the rights and obligations of the parties described in Article 1 paragraph 14 on Labour Law.\(^42\) And the employment agreement can also be showcased in oral form as stipulated in article 51 paragraph 1 of the Labour Law.

At least labor agreement under section 1 point 15 of Law 13 of 2003 must meet four main elements that there is an element of work, no pay, no command and his presence certain deadline. Of this agreement then was born the employment relationship between employer-employee labor relations consisting of fixed and fixed work relationship.

In a permanent working relationship, including employment agreements is entirely based work agreement for an unspecified time (PKWTT) while in the employment relationship is not based on the agreement remain the employment agreement for a specified time (PKWT).\(^43\)

4.2.1 Specific Time Work Agreement

Employment agreement specified time or in bahasa Perjanjian Kerja Waktu Tertentu (PKWT) is a working agreement held between the workers / employees with employers to hold a certain working relationship that is temporary.\(^44\) This agreement in the mean that has determine an agreement within a certain time associated with the length of the employment relationship that occurs between the worker / workers by employers. As refered with the opinion of Prof. Payaman Simanjuntak, PKWT is a working agreement between the workers / laborers with

\(^42\) Andrian Sutedi, S.H.,M.H., *Hukum Perburuhan*, (Jakarta: Sinar Grafika) page 45

\(^43\) Article 1 paragraph I about Decree of the Minister of Manpower and Transmigration No. KEP 100/MEN/VI/2004 on implementing provisions of the Employment Agreement Specific Time
employers expected to carry out the work within the specified time seslesai a relatively short period of time up to two years and can only dierpanjang one time for a maximum equal to the time of the first labor agreement, with provisions the entire term of the contract may not exceed three years.

The reports further that PKWT made for a period of one year can only be extended once by a maximum of one year time extension, if PKWT made for a period of 6 months, it can be extended for another 6 months. And likewise if the agreement is made within a period of 2 years, then it can only be extended by 3 years, so the total amount of time is just 3 years\(^{45}\). In article 56 to article 63 of the Employment Act, has set firmly linked PKWT, which is based on the time period or the completion of a particular job. PKWT can not be used arbitrarily but must be used in accordance with the applicable provisions.

4.2.2 Indefinite Time Work Agreement

A work agreement for an unspecified time or in bahasa Perjanjian Kerja Waktu Tidak Tertentu (PKWTT) is working agreement between the workers / laborers with employers to conduct labor relations that are fixed. In this PKWTT clause probation which required the presence of a maximum of three months berudrasi. At the time of this perobaan workers / laborers remain in pay in accordance with the applicable minimum wage standards.

4.2.3 Collective Bargaining Agreement

Collective Bargaining Agreement made simultaneously by unions / labor unions listed on ertangug agency responsible in the field of employment with employers or how employers. Collective Bargaining Agreement or CBA can be made between the parties as follows:

\(^{45}\) Ibid., page 53
a. Between trade unions / labor unions with employers

b. between some unions with employers

c. between some unions with multiple employers

In terms of manufacturing, this Agreement shall memeuat several things including the following:

a. in one company can only make one collective agreement applies to all workers / laborers in the company

b. the union has the right to represent workers / laborers in melakuakn CBA negotiations to make arrangements with employers is that has a membership of more than 50% of the total number of workers in related companies.

c. collective bargaining agreement or CBA can not be contrary to the laws and regulations in force. If the contents of the agreement sam atersebut undnagan contrary to applicable legislation, the provisions of such inconsistency be null and void and that the provisions in the legislation

4.3 Bonding Services through the Point of View of Civil Code

As stated by the authors on the facts found, the Association Office at Scholastic Kopas, tends to lead to a form of the agreement. This is due to the absence of relevant regulations governing Bonding Services. As explained above, that any agreement involving his employers and set in Employment Act. However, special agreements Association Office, Labor Law does not regulate related to it. Treaty Association Office is likely to lead to civil sphere as per the agreement comply with Article 1320 of the Civil Code.

A covenant or contract must qualify validity of a treaty, which is an agreement, the skills, and the particular case of a lawful reason, as stated in Article 1320 of the Civil Code. Agreed means a match between the will / willingness of both parties to be held consciously consent

46 Ibid., page 54
without any coercion. The lack of a Bonding Services is relevant provisions in the labor law, it can be concluded that the Bonding Services agreement is a form of ordinary civil agreement executed in accordance with Article 1338 of the Civil Code, which reads:

All agreements have been the which shall be legally constituted law to those having undertaken these. Such agreements can not be revoked by other than bilateral consent, or on grounds that are declared sufficient by law. These agreements shall be Carried out in a bona fide manner. (Bw 751, 1066.1243 V, 1266v, 1335V, 1363,1603,1611,1046-3o, 1688.1813; Civ.1134)

In other words, all agreements made under the provisions of law binding on the parties to make. The reason is getting stronger because its source is a Bonding Services agreement on the treaty itself. Because the contents of its clauses deal primarily related Bonding Services only discuss about the application of a Bonding Services, the length of the learning process as well as how the cost incurred by the company so that there will be an article threatens compensation as a form of form of agreement between the two parties. With the support of the existence of the main principle of the freedom to make contracts that provide freedom to the parties to:

a. Make or not make an agreement
b. Entered into an agreement with anyone
c. determine the content of the agreement, and the terms

d. determine the shape of the agreement. Either an oral or written.

In article 1338 of the Civil Criminal Code states:

All agreements have been the which shall be legally constituted law to those having undertaken these. Such agreements can not be revoked by other than bilateral consent, or on grounds that are declared sufficient by law. These agreements shall be Carried out in a bona fide manner. (Bw 751, 1066.1243 V, 1266v, 1335V, 1363,1603,1611,1046-3o, 1688.1813; Civ.1134)

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48 Thrid Section; on the consequence of agreements; Civil Code
49 Mr. RM Suryodiningrat SH, Azas-Azas Hukum Perikatan,Bandung: Tarsito,1995) page 113
51 Ibid, page 25
In the interpretation of the authors interpret which mean to both parties shall abide by and implement the agreement should comply with the law. Because commitment is a legislation for the perpetrators. As a result of the existence of the principle of pacta Sunt servanda the agreement is irrevocable unless mutually agreed by both parties. It is also mentioned in article 1338 paragraph (2) of the Civil Code:

Such agreements can not be revoked by other than bilateral consent, or on grounds that are declared sufficient by law. (Bw 751, 1066, 1243 V, 1266v, 1363, 1603, 1611, 1046, 1335V-3°, 1688, 1813; Civ. 1134)52

And this is reinforced in the Civil Penal Code article 1340, which reads:

Agreements shall be valid exclusively between participating parties. Agreements shall not be determinable to third parties and may not be favorable to third parties except in the case as as mentioned in Act No. 1317. (Bw 1178, 1523, 1815, 1857; F 152; Civ 1165)53

This means that in the preparation of a Bonding Services agreement adheres to the principles of civil law in the making of the agreement, as quoted in contract law regarding preferential agreements:

1. Liberatorio agreement: the agreement of the parties freed themselves of existing obligations, such as debt relief (kwijschelding) Article 1438 of the Civil Code;
2. Testament evidence (bewijsovereenkomst); namely agreement between the parties to determine whether the applicable evidentiary among them.
3. Chance agreement, for example, the insurance agreement, Article 1774 of the Civil Code; public agreement, ie the agreement partly or wholly controlled by public law

Because one party acts as a ruler (government), for example, the Association Agreement and the Office of the Government Procurement Agreement (Decree no. 29/84)54.

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52 Ibid.
53 Thrid Section of the Civil Code, On the consequence of agreements, act No. 1340
54 See more at slide the law of contract (www.jobvacancy.net basic search-law-mail-service-bond). Pdf accessed by December 14th on 08.30
4.3.1 Type’s of Agreement

- **Employment Agreement with Fines Threat** *(Boete-beding)*

On a Bonding Services agreement at Kompas Gramedia, contained in its clause about penalties if one of the parties in default, this is caused because the cost of training for a Bonding Services that lasts a very big lah. So the company felt the need for a binding contract with the contents so as not to harm one another. For that is held on a payment clause such as fines attached to the article below:

**Article 8**

**DAMAGES AND PENALTIES**

1. Second Party shall make restitution to the first party in the case as follows:

**Since the signing of this agreement until the start of the program AEDP AEDP:**
If the Second Party resigned on their own initiative within a signatory to the agreement until the opening AEDP program, the Second Party shall pay compensation operating costs of recruitment to the First Party, a maximum of Rp. 5,000,000,00

**During the course of AEDP and undergo Association Office:**
   a. If the Second Party on its own initiative to resign from kepersertaan AEDP and or during service since the signing of the Association Agreement AEDP, it shall pay compensation in proportion to the amount of the first party costs incurred during the First Party Second Party carrying out tasks with computation program \((24 - n) / 24 \times 25,000,000, 00, n = \text{number of months that have passed AEDP participants.}\)

   b. If the two parties do not successfully complete the task due to deliberate or program errors made himself the Second Party Second Party to the First Party shall pay the entire amount of the costs incurred during the First Party Second Party program task and did not rule given administrative sanctions by the First Party.

c. If during undergo AEDP, Second Party commit an offense shall be liable to termination of membership which AEDP, the Second Party shall pay the amount of compensation will be determined by the First Party.

2. Large and details of compensation determined by details of the arrangement fee AEDP regulated separately by the First Party.
3. First Party reserves the right to sanction the second party violating the provisions of the implementation of AEDP, with reference to the provisions of applicable sanctions in the company.
In article 1304 of the Civil Code, in order to guarantee the implementation, then the debtor is not fulfilling their commitment can be fined with the amount that has been approved by both parties. In the legislation used the term threat of fines, but the question is actually a penalty or additional penalty referred to in Article 10 of the Criminal Code. To corroborate this, the back in 1307 which discussed the article states that the "penalty" is meant compensation, costs and interest suffered by creditors because the debtor did not conduct any perikatannya.\textsuperscript{55}

Agreement for the purpose with the threat of fines is to give a boost to borrowers for fulfilling wordsa in order to agreed stretcher as well as to prevent both the negotiations that are long-winded and time-consuming related to the amount of compensation. The number of fines as has been defined and agreed upon in this agreement is useful for both parties. For the debtor, he can know how big a risk at his hand if he is reckless and decided to fatherly out by breaking the agreement that has been agreed upon. And the creditor was freed from the burden so heavy and difficult burden to prove the amount of loss in misery.

Besides the threat of fines for these creditors also mean that the person concerned can not claim damages greater than those set forth in the agreement.

\textsuperscript{55} Putusan Kasasi; H.R 30 Nov 1945, 64 in 1946; in his book,\textit{Azas-azas Hukum Perikatan}, RM Suryodiningrat, (Bandung: Tarsito, 1995) page 36
CHAPTER V

CONCLUSION AND SUGGESTION

5.1 Conclusion

The authors concluded from the writing activity about "ACCOUNT EXECUTIVE DEVELOPMENT PROGRAM AS A BONDING SERVICESING SERVICES IN AP LABOUR LAW No. According To. 13 YEAR 2003 "many people who feel confused about the source and the legal basis of the Association Office. So if you look back on the deal, the authors conclude that the Association Office at AP tend to gravitate toward the Civil treaty regime. That which uses the source is a source of civil law is more spesificly as agreement as itself contained in Article 1338:

All agreements have been the which shall be legally constituted law to those having undertaken these. ... (Bw 751,1066,1243 V, 1266v, 1363,1603,1611,1046 1335V-3, 1688.1813; Civ. 1134)

This can be seen in the treaty account executive development programs as a source of good for the company or the employee concerned. This agreement was also concluded by the authors as an act that is not against the law because although the Bonding Services agreement is not regulated in the Employment Act but each chapter meet the provisions of Article 1320 Civil Code as a condition of validity of a treaty.

5.2 Suggestion

As a follow up from a simple research on the application of the construction Bonding Services in employment law is necessary to make more extensive research and national. This is due to the Office of the Association Agreement is a matter that is rife in the construction of a
private company in Indonesia, but there is his lack of definition of the terms or provisions would invite a lot of doubts and the potential for negative impact.

- **The necessity of a Bonding Services Devinition in Regulation No 13, Year 2013 of Labour Law**

  From the discussion and the facts found by the authors is associated Bonding Services, the absence of specific regulations that discuss Bonding Services. This certainly affects the legal basis of the Bonding Services agreement itself. Based on field research, the authors found that the legal team of the company itself was confusion in compiling the Bonding Services agreement. this is due to the absence of a default and related provisions of a Bonding Services.

  Bonding Services based only on the business of the company thinking about their fear of labor considered piracy already have the keys and directions for the development of the company's own innovation. The absence of the regulations also have an impact on a Bonding Services if there is a dispute between labor organizers corporate Bonding Services with the Bonding Services program.

  As stipulated in the know about employment then all the rules will be referred to the Employment Act. Another thing with a Bonding Services agreement. The whole is not set in concrete in the Employment Act. Even the Bonding Services does not have a definition in the labor laws. Bonding Services is supposed to have its own meaning and definition. It also eases Integration to make arrangements so that in the future it we can minimize disputes arising as a result of this Bonding Services wanprstasi case. As has been in general agreement violated Bonding Services is many times ongoing.
This is due to the Bonding Services department employees did sign the agreement in both parties, but in the preparation of the contract can be ascertained prospective employee, Bonding Services can not be linked to negotiate an agreement on his official Bonding Services period. The absence of a definition of a Bonding Services's impact on company rules where the length of a Bonding Services depends on the deal that was in the agreement that has been agreed by both parties. Agreed here does not mean if we have entered the stage of signing this contract we can negotiate about the article, but the employees just need to learn a bit of the contract and sign it as a form of written consent and legally. definition of a Bonding Services will be in the official schools that existed at the government-owned agency. The definition is also there, but again only for the candidates of Civil Servants.

There is no definition of what is a Bonding Services for private sector employees who want to live it. This of course affects the circumstances a lack of certainty and protection for participants in the private sector Bonding Services. If in this case the civil realm governed by additional terms and valid government-issued ordinary form of additional regulations, not only derived from the agreement. However, the private Bonding Services on sourced only right agreement. Obviously at the source, this Bonding Services is only valid for the rulers (government) which in this case is not at all the private sector. There is a Bonding Services agreement and enter into the realm of civil law because it is a special type of agreement is not entered into the labor laws. This is due in the labor laws are not mentioned at all on a Bonding Services ordinance. In article 162, paragraph 3 (B) does mention about the Bonding Services, but the Bonding Services agreement here is meant to be the candidate for Civil Servants the school on official school. This is certainly a very big influence in the preparation of a Bonding Services agreement, especially in the private sector. It takes a foundation to build the foundation of a
treaty. Moreover concerning a Bonding Services agreement and have the 2 basic civil law because its source is an agreement and the agreement itself, but also intertwined with employment law since the object of the agreement is karyawaan a private company which according to the labor law weigh in his article that:

"B. in the implementation of national development, the role of labor has and position are very important as actors and development objectives; c. that in accordance with the role and position of labor, manpower development needed to improve the quality of labor and his participation in the development and improvement of the protection of workers and their families in accordance with the dignity of humanity; d. that the protection of labor is intended to ensure the basic rights of workers / laborers and ensure equal opportunity and treatment without discrimination on any ground for the welfare of workers / laborers and family with regard to the progress of the development of the business world;". 

- Need the invented a related standardization Association Office

Association Office related standardization is necessary so that a Bonding Services is related provisions in each company it makes no difference. It will also answer most questions related to how solve it, if there is a dispute on a Bonding Services agreement?

If you've made a spesific standards which all companies who want to impose a Bonding Services shall be subject to its provisions, then it is in the authors believe can reduce disputes about the Bonding Services. It is also necessary because a Bonding Services has been very rife in the world of business in any sector but did not have the relevant criteria for requirements in this Bonding Services.

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56 Act 13 of 2003, on Regulation No. 13 Year 20013 of Labour Law, Item B about Considering
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Letezia Tobing S.H *Jangka Waktu dan Hak-hak Peserta Pemagangan* See more at the period of time and the rights of internship in [http://www.hukumonline.com/klinik/detail/lt50e9bc71e2237/jangka-waktu-dan-hak-hak-peserta-pemagangan](http://www.hukumonline.com/klinik/detail/lt50e9bc71e2237/jangka-waktu-dan-hak-hak-peserta-pemagangan) accessed by December 14, on 19.30


See more at the definition about trainees http://en.wikipedia.org/wiki/Trainee accessed by January, 5th on 13:45
Perjanjian Account Executive Development Program  
NO: CHR/TM/___-13

Pada hari ini Senin, tanggal dua puluh dua bulan Januari tahun Dua Ribu tiga belas, yang bertanda tangan di bawah ini:

I. Nama: Sigit Suryanto  
Jabatan: Corporate Human Resources Director Kompas Gramedia  
Alamat: Jalan Palmerah Selatan No 22 -28, Jakarta Pusat 10270


II Nama:  
Tempat, tanggal lahir:  
Jenis kelamin:  
No. KTP/SIM:  
Alamat:

Dalam hal ini bertindak untuk dan atas nama diri sendiri, yang selanjutnya disebut “Pihak Kedua”.

Untuk selanjutnya Pihak Pertama dan Pihak Kedua secara bersama-sama disebut sebagai Para Pihak dan masing-masing disebut Pihak. Para Pihak dalam kedudukannya tersebut diatas, menerangkan dan menyatakan hal-hal sebagai berikut:


2. Account Executive Development Program (selanjutnya disebut AEDP) adalah program pendidikan dan pelatihan bagi angkatan kerja melalui proses yang telah ditetapkan oleh penyelenggara.

3. Pihak Kedua adalah angkatan kerja yang mewakili pribadi, telah lulus seleksi awal untuk mengikuti AEDP.

4. Pihak Kedua bersedia melaksanakan tugas mengikuti program dan setelah selesai bersedia menjalani ikatan dinas dalam jangka waktu yang ditentukan oleh Pihak Pertama.

Selanjutnya Para Pihak setuju dan sepakat untuk membuat dan menandatangani Perjanjian Account Executive Development Program (AEDP) dengan ikatan dinas, yang untuk selanjutnya disebut Perjanjian, dengan ketentuan dan syarat sebagai berikut:
Pasal 1
STATUS PESERTA

Selama menjalani masa AEDP, status peserta adalah TRAINEE yang menjalani kewajiban mengikuti AEDP dengan jangka waktu tertentu dan bukan sebagai karyawan Pihak Pertama.

Pasal 2
JANGKA WAKTU DAN KEGIATAN PROGRAM

1. Jangka waktu AEDP ditetapkan selama 12 (dua belas) bulan, terhitung efektif sejak tanggal Pembukaan program sampai dengan Penutupan program.
2. Jadual pembukaan dan penutupan AEDP ditentukan oleh Pihak Pertama dan diberitahukan kepada Pihak Kedua.
3. Kegiatan AEDP, terbagi dalam 3 (tiga) kelompok, yaitu:
   I. Pendidikan di Kelas (In-Class Training) yang meliputi pendidikan In-Class Training dilingkup Kompas Gramedia ataupun di lembaga-lembaga pendidikan yang ditunjuk oleh Pihak Pertama.
   II. Program On-the-Job Training / Workshop / Project.
   III. Tugas-tugas lain

Pasal 3
HAK DAN KEWAJIBAN PIHAK PERTAMA

A. Hak Pihak Pertama:
   1. Meminta dan memiliki Hak Atas Kekayaan Intelektual (HAKI) atas hasil Pihak Kedua selama mengikuti AEDP.
   2. Melakukan evaluasi dan penilaian 3 (tiga) tahap yang masing-masing tahapan akan dilaksanakan pada akhir kelompok kegiatan, yaitu: In class Training, OJT 1, dan OJT 2.
   3. Memutuskan hasil evaluasi dan penilaian terhadap Pihak Kedua sesuai dengan ketentuan yang dibuat oleh Pihak Pertama.
   4. Menyatakan serta memutuskan LULUS atau GUGUR dalam setiap tahap evaluasi dan penilaian selama AEDP terhadap Pihak Kedua.

B. Kewajiban Pihak Pertama:
   1. Menyelenggarakan AEDP sesuai dengan jangka waktu yang telah ditentukan.
   2. Memberikan uang saku dan tunjangan kehadiran, dan bantuan hari raya kepada peserta AEDP yang besarnya ditentukan oleh Pihak Pertama.
   3. Memberikan jaminan kesehatan berupa fasilitas pengobatan dan pemeriksaan kesehatan di poliklinik yang ditunjuk oleh Pihak Pertama.
   4. Memberikan biaya pengobatan dan perawatan yang diakibatkan oleh kecelakaan kerja selama Pihak Kedua menjalankan AEDP sebesar ketentuan yang berlaku dalam program Jamsostek mengenai jaminan kecelakaan kerja.
Pasal 4

HAK DAN KEWAJIBAN PIHAK KEDUA

A. Hak Pihak Kedua :

1. Selama mengikuti AEDP, Pihak Kedua berhak mendapatkan Uang Saku, sebesar Rp.3.000.000,- (tiga juta rupiah) per bulan dan tunjangan kehadiran sebesar Rp. 25.000,- (dua puluh lima ribu rupiah) per kehadiran.
2. Selain Uang Saku, kepada Pihak Kedua diberikan jaminan kesehatan berupa fasilitas pengobatan dan pemeriksaan kesehatan di Poliklinik yang ditunjuk Pihak Pertama.
3. Apabila Pihak Kedua mengalami kecelakaan kerja menjalankan AEDP, maka biaya pengobatan dan perawatan yang diakibatkan oleh kecelakaan kerja tersebut akan ditanggung Pihak Pertama, jumlah biaya yang ditanggung disesuaikan dengan ketentuan yang berlaku dalam program Jamsostek mengenai Jaminan Kecelakaan Kerja.
4. Pihak Kedua selama mengikuti AEDP diberikan libur akademik selama 12 (dua belas) hari, yang pelaksanaan diatur dan dengan persetujuan Pihak Pertama.
5. Pihak Kedua akan diberikan Bantuan Hari Raya Keagamaan, sesuai dengan ketentuan yang dibuat Pihak Pertama.
6. Pihak Kedua tidak mendapatkan hak atau fasilitas lain selain tersebut diatas.

B. Kewajiban Pihak Kedua:

- Selama menjalani AEDP:
  1. Menggunakan kesempatan mengikuti Program dengan sebaik-baiknya untuk memperoleh ilmu dan keterampilan.
  2. Menyelesaikan AEDP sesuai jangka waktu yang ditentukan sebagaimana diatur dalam Pasal 2 ayat 1 Perjanjian ini.
  3. Menaati dan mematuhi tata tertib, peraturan AEDP dan ketentuan/peraturan lainnya yang diberlakukan bagi peserta program.
  4. Menerima kegiatan On-the-Job Training / Workshop / Project yang ditugaskan oleh Pihak Pertama.
  5. Menyerahkan hasil, termasuk di dalamnya Hak Atas Kekayaan Intelektual (HAKI) yang dihasilkan dari dan selama AEDP berlangsung kepada Pihak Pertama.

- Setelah selesai dan dinyatakan lulus AEDP:
  1. Wajib menjalani ikatan dinas selama 1 (satu) tahun.
  2. Bersedia ditempatkan dan ditugaskan sesuai dengan kebutuhan perusahaan.
  3. Memanfaatkan ilmu yang diperoleh melalui forum training atau presentasi bagi karyawan yang pengaturannya ditetapkan oleh Pihak Pertama.
  4. Membayar uang ganti rugi sebagai mana diatur dalam Pasal 8 Perjanjian ini.

- Pihak Kedua sewaktu-waktu wajib mengikuti Tes Kesehatan yang waktu pelaksanaan test akan ditetapkan oleh Pihak Pertama yang merupakan bagian evaluasi dan kelulusan untuk dapat mengikuti tahap selanjutnya dalam AEDP.
Pasal 5
EVALUASI DAN KELULUSAN

1. Selama masa AEDP tersebut, hasil pelatihan dan ilmu yang diperoleh oleh Pihak Kedua akan dievaluasi oleh Pihak Pertama atau pihak lain yang ditunjuk oleh Pihak Pertama untuk melakukan evaluasi tersebut. Evaluasi terdiri dari 2 (dua) tahap, dan masing-masing tahapan akan dilaksanakan pada akhir kelompok kegiatan yaitu: OJT 1, dan OJT 2. Adapun hal-hal yang menjadi bahan evaluasi setiap pada akhir kelompok kegiatan yaitu prestasi akademik, keaktifan, kehadiran, tugas harian, evaluasi dari lembaga luar yang ditunjuk untuk pelaksana training dan test ujian permodul serta hasil On-the-Job Training / Workshop / Project yang pengaturannya diatur tersendiri dalam Modul AEDP.

2. Di setiap tahapan evaluasi dikenakan sistem GUGUR, artinya apabila berdasarkan hasil evaluasi Pihak Kedua dinyatakan tidak dapat memenuhi persyaratan serta standar kompetensi Pihak Pertama, maka Pihak Kedua dinyatakan GUGUR dalam AEDP dengan demikian Pihak Kedua tidak dapat mengikuti tahap berikutnya yang ditetapkan oleh Pihak Pertama. Sebaliknya, apabila berdasarkan pada hasil evaluasi Pihak Kedua dinilai baik dan memenuhi persyaratan serta standar kompetensi yang ditetapkan Pihak Pertama, maka Pihak Kedua dinyatakan LULUS dan dapat melanjutkan ke tahap berikutnya yang ditetapkan oleh Pihak Pertama.

3. Apabila berdasarkan hasil evaluasi Pihak Kedua dinyatakan GUGUR, maka kepada Pihak Kedua akan diberikan surat keterangan yang berupa Certificate of Attendent Account Executive Development Program.


Pasal 6
TES KESEHATAN

1. Pihak Kedua wajib mengikuti Tes Kesehatan yang merupakan bagian evaluasi dan kelulusan untuk dapat tetap mengikuti AEDP, yang waktu pelaksanaan tes akan ditetapkan kemudian oleh Pihak Pertama.

2. Apabila dari hasil Tes Kesehatan yang telah diumumkan oleh Pihak Pertama, Pihak Kedua dinyatakan sehat sesuai standar yang telah ditetapkan oleh Pihak Pertama, maka Pihak Kedua dapat tetap mengikuti AEDP. Tetapi apabila Pihak Kedua dinyatakan tidak sehat atau tidak cukup sehat sebagai syarat yang telah ditetapkan Pihak Pertama untuk dapat mengikuti AEDP ke tahap berikutnya, maka Pihak Kedua dinyatakan GUGUR dalam AEDP dan Perjanjian AEDP berakhir sesuai ketentuan yang diatur dalam Pasal 9 Perjanjian ini.
3. Apabila Pihak Kedua dinyatakan GUGUR dalam AEDP, maka Pihak Kedua tidak wajib membayar ganti rugi biaya yang telah dikeluarkan Pihak Pertama selama Pihak Kedua melaksanakan tugas AEDP sebagaimana diatur dalam Pasal 8 Perjanjian ini, dan Pihak Pertama terbebas untuk memberikan kompensasi atau penggantian dalam bentuk apapun.

Pasal 7
IKATAN DINAS

1. Setelah selesai melaksanakan tugas pendidikan dan dinyatakan lulus dalam AEDP sesuai ketentuan, Pihak Kedua wajib menjalankan ikatan dinas yaitu tidak akan mengundurkan diri dan tetap bekerja di perusahaan Pihak Pertama selama jangka waktu 1 (satu) tahun dihitung sejak tanggal penutupan/graduation AEDP dan atau sejak tanggal pengangkatan.

2. Selama menjalani ikatan dinas, pengaturan tugas, tanggung jawab dan penempatan Pihak Kedua, akan diatur dan ditetapkan Pihak Pertama.

Pasal 8
GANTI KERUGIAN DAN SANKSI

1. Pihak Kedua wajib membayar ganti kerugian kepada Pihak Pertama dalam hal sebagai berikut:

- Sejak penandatanganan perjanjian AEDP ini sampai dimulainya program AEDP:
  Apabila Pihak Kedua atas inisiatif sendiri mengundurkan diri dalam jangka waktu penandatanganan perjanjian sampai dengan pembukaan program AEDP, maka Pihak Kedua wajib membayar ganti rugi operasional rekrutmen kepada Pihak Pertama, setinggi-tingginya Rp. 5.000.000,00

- Selama menjalani AEDP dan menjalani Ikatan Dinas:
  a. Apabila Pihak Kedua atas inisiatif sendiri mengundurkan diri dari kepersertaan AEDP dan atau selama Ikatan dinas sejak penandatanganan Perjanjian AEDP, maka wajib membayar ganti rugi secara proporsional kepada Pihak Pertama sebesar nilai biaya yang telah dikeluarkan Pihak Pertama selama Pihak Kedua melaksanakan tugas program dengan perhitungan (24-n)/24 x Rp 25.000.000,00; n= jumlah bulan yang telah dilalui peserta AEDP.

  b. Apabila Pihak Kedua tidak berhasil menyelesaikan tugas program karena kesengajaan atau kesalahan yang dilakukan Pihak Kedua sendiri maka Pihak Kedua wajib membayar kepada Pihak Pertama sebesar nilai seluruh biaya yang telah dikeluarkan Pihak Pertama selama Pihak Kedua melaksanakan tugas program dan tidak menutup kemungkinan diberikan sanksi administrasi oleh Pihak Pertama.

  c. Apabila selama menjalani AEDP, Pihak Kedua melakukan suatu pelanggaran yang dikenakan sanksi pengakhiran kepesertaan AEDP, maka Pihak Kedua wajib membayar ganti rugi yang besarnya akan ditentukan oleh Pihak Pertama.
2. Besar dan perincian ganti kerugian ditetapkan berdasarkan rincian biaya AEDP yang pengaturannya diatur tersendiri oleh Pihak Pertama.

3. Pihak Pertama berhak memberikan sanksi kepada Pihak Kedua yang melakukan pelanggaran terhadap ketentuan tentang penyelenggaraan AEDP, dengan mengacu pada ketentuan pemberian sanksi yang berlaku di perusahaan.

**Pasal 9**
BERAKHIRNYA PERJANJIAN


2. Perjanjian dapat berakhir sebelum selesainya jangka waktu Perjanjian dengan pengunduran diri Pihak Kedua. Dalam hal Pihak Kedua mengundurkan diri, maka Pihak Kedua wajib memberitahukan secara tertulis 1 (satu) bulan sebelumnya kepada Pihak Pertama.

3. Perjanjian ini dapat diakhiri secara sepihak oleh Pihak Pertama, sebelum selesainya jangka waktu Perjanjian, tanpa adanya kewajiban bagi Pihak Kedua untuk memberikan kompensasi atau penggantian dalam bentuk apapun, antara lain apabila:

   a. Pihak Kedua tidak masuk selama 5 (lima) hari berturut-turut tanpa keterangan yang dapat dipertanggungjawabkan;
   b. Pihak Kedua melakukan pelanggaran Tata Tertib dan atau peraturan lainnya yang berlaku di Perusahaan dan atau perbuatan melanggar hukum dan atau melakukan perbuatan yang diduga atau dapat diduga merugikan Perusahaan Pihak Pertama;
   c. Pihak Kedua menolak melaksanakan dan atau melalaikan On-the-Job Training / Workshop /Project yang ditugaskan Pihak Pertama;
   d. Pihak Kedua tidak memenuhi kewajiban sebagai dimaksud dalam Pasal 4 Perjanjian ini;
   e. Pihak Kedua dinyatakan tidak memenuhi kriteria nilai minimal dalam setiap tahap evaluasi AEDP;
   f. Pihak Kedua menerima pemberian dalam bentuk apa pun dari pihak ketiga yang dapat mempengaruhi atau dapat diduga mempengaruhi obyektivitas dalam tugas;
   g. Berdasarkan hasil Tes Kesehatan yang telah diumumkan oleh Pihak Pertama, Pihak Kedua dinyatakan tidak sehat atau tidak cukup sehat sebagai syarat evaluasi dan kelulusan untuk dapat mengikuti AEDP ke tahap berikutnya.

**Pasal 10**
FORCE MAJEURE

1. Dalam keadaan dan kondisi tertentu, Pihak Pertama dapat menghentikan kepesertaan AEDP yang telah diberikan kepada Pihak Kedua.

2. Keadaan tertentu yang dimaksud ayat 1 Pasal ini antara lain meliputi tetapi tidak terbatas pada, bencana alam, kebakaran, pemogokan, perang, wabah, epidemi, blokade, huru-hara, perubahan ketentuan perundang-undangan, devaluasi atau pemotongan nilai uang oleh Pemerintah, krisis
moneter, kondisi Perusahaan Pihak Pertama sedemikian rupa sehingga untuk mempertahankan kelangsungan hidup perlu melakukan efisiensi.

**Pasal 11**

**PENYELESAIAN PERSELISIHAN**

1. Apabila terjadi perselisihan terhadap isi perjanjian ini, Para Pihak setuju untuk menyelesaikannya dengan cara musyawarah untuk mufakat.
2. Dalam hal perselisihan tidak dapat diselesaikan secara musyawarah untuk mufakat maka Para Pihak sepakat untuk menyelesaikannya melalui jalur hukum dengan memilih kedudukan hukum yang tidak berubah di Kantor Kepaniteraan Pengadilan Negeri Jakarta Pusat.

**Pasal 12**

**LAIN-LAIN**

1. Hal-hal yang belum atau tidak cukup diatur di dalam Perjanjian ini akan diatur lebih lanjut dengan keputusan Pihak Pertama sesuai dengan ketentuan yang berlaku di Perusahaan dan Ketentuan perundang-undangan yang berlaku.
2. Perjanjian ini dibuat dan rangkap dua yang isi dan bunyinya sama serta masing-masing ditandatangani Para Pihak, sehingga mempunyai kekuatan hukum yang sama.

Jakarta, 21 Januari 2013
Pihak Pertama          Pihak Kedua
Sigit Suryanto
*Corporate HR Director*