



A Corporate's Responsibility in the Fulfillment Social Security Rights of Employees at Magnesium Fertilizer Manufacturer in Aceh Besar

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Abstract

This study aims to explain the responsibilities of employers in fulfilling the social security rights of workers/temporary daily workers at the Pupuk Magnesium Magnesium Factory in Aceh Besar, as well as the legal recourses available to workers/temporary daily workers in the event that their social security rights are not met. Magnesium Fertilizer in Aceh Besar. This research utilized an empirical legal approach as its methodology. This study utilized both primary and secondary legal materials, with the primary legal materials consisting of field data from interviews with respondents and informants, and the secondary legal materials consisting of laws and regulations, books, and scientific writing such as journals and articles pertinent to this study. The results of the study indicate that companies in Aceh Besar District have not completely implemented the Social Security program for workers with PKWT as a form of corporate responsibility in fulfilling social security rights. In fact, nearly half of the businesses in the district of Aceh Besar have not joined the social security program. The lack of employer awareness in instituting the social security program is due to a number of factors, one of which is the company's desire to reduce its financial expenses. If social security rights are not met at the Magnesium Fertilizer Factory in Aceh Besar, workers/temporary workers can seek legal recourse by increasing the participation of labor organizations in Aceh Province, particularly in Aceh Besar, and taking firm action against companies that do not comply. The Social Security program for PKWT System personnel.

Keywords: *Responsibility; Corporate; Rights' Fulfilment; Security Rights of Employees*

Introduction

The Unitary State of the Republic of Indonesia is a vast country with a vast territory and an abundance of natural resources, as well as numerous business activities that can be carried out by an individual or group of individuals to produce commodities and/or services. So far, it has been documented that 300,099 companies will have been established in Indonesia by 2020, and 2,572 companies will have been established in Aceh by 2020.¹ This demonstrates that a significant number of employees are used to administer businesses founded by business actors. It is anticipated that this will continue to exist and even

¹ Badan Pusat Statistik, www.bps.go.id, accessed on 9 February 2023

expand to support economic growth, as it can increase the per capita income of Indonesian citizens, thereby affecting the country's status from developing to developed.

A company is any type of business, whether it is a legal entity or not, whether it pertains to an individual, a partnership, or a legal entity, both privately and publicly owned, that employs workers/laborers by paying them wages or other forms of compensation. Article 1 point 3 of Law No. 13 of 2003 on Manpower (hereinafter referred to as the Manpower Law) defines a worker/laborer as any individual who works and receives remuneration or other forms of compensation. Freelance daily employees are workers/laborers whose employment is not guaranteed and who are contracted to complete routine company tasks. The duration of a freelance daily laborer is determined by the employer's requirements. Article 10 paragraphs (1) and (2) of Decree Number Kep.100/Men/Vi/2004 of the Minister of Manpower and Transmigration of the Republic of Indonesia Concerning the Implementation of Work Agreements for a Specific Time According to the Minister of Manpower and Transmigration of the Republic of Indonesia, changes in time and volume of work, as well as remuneration based on attendance, are possible with a daily or casual work agreement for certain positions. The agreement referred to in paragraph (1) is carried out on the condition that the worker/laborer works fewer than 21 (twenty-one) days per month.

Each company has both owners and employees who are obligated by a written or unwritten employment contract. Article 1 point 14 of the Manpower Law defines a work agreement as an agreement between a worker/laborer and an entrepreneur or employer that includes terms of employment, rights, and responsibilities for both parties. Article 50 of the Manpower Law specifies that employment relations result from an employment contract between the employer and the employee/worker. When two parties enter into an agreement, rights, and obligations arise between them as parties who have bound themselves.

Article 56 paragraphs (1) and (2) of the Manpower Law state that employment contracts may be for a specified or unspecified period of time. The work agreement for a specific period of time referred to in subparagraph (1) is based on the length of time or the completion of a particular task. Article 12 of Decree No. Kep.100/Men/Vi/2004 of the Minister of Manpower and Transmigration of the Republic of Indonesia Concerning the Implementation of Certain Time Work Agreements According to the Minister of Manpower and Transmigration of the Republic of Indonesia, employers who employ workers/laborers in the work specified in Article 10 are required to enter into written daily casual work agreements with workers/laborers.

Article 2 paragraph (1) of Decree Number KEP-150/MEN/1999 of the Minister of Manpower on the Implementation of the Worker's Social Security Program for Casual, Contract, and PKWT Workers states: "Every employer of casual, contract, and PKWT workers is required to include their workforce in the social security program for workers to the administering body. Additional casual daily laborers and PKWT employees in the construction industry must register for Death Insurance (JKM) and Work Accident Insurance (JKK).

Protection, remuneration, and welfare are outlined in Chapter X of the Manpower Law, which regulates employer responsibilities towards employees. These three corporate responsibilities are fundamental employee rights that result from the agreement between the two parties and are a component of social security. Corporate responsibility is evident when the company fulfills its obligations, which are the rights of its employees; this is a form of justice.² However, the actuality on the ground is that not all companies fulfill their obligations to their employees in full.

As was the case with PT Raja Tambang and CV Farmers Maju, two companies operating in the Aceh Besar District. Both of these businesses are engaged in the mining of fertilizer and employ

² John Rawls, *A Theory of Justice*, Massachusetts: The Belknap Press of Harvard University Press, Cambridge, 1971, p. 21.

independent daily laborers with verbal agreements. These freelance daily workers/laborers work for an indefinite amount of time without receiving social security benefits, such as health insurance; companies should register their employees with BPJS.

Several enterprises involved in the Secondary Macronutrient Fertilizer Industry are mining natural magnesium sulfate (kiserite) in Aceh Besar. Every fertilizer mining enterprise in the Aceh Besar region employs daily workers on a casual basis. As was the case in the fertilizer mining industry, the practice in the field indicates that freelance daily workers are not included in the labor social security program (also known as Jamsostek). The company in question employs workers under the condition that freelance daily workers are only bound by a verbal agreement and agree only on the amount of payments received. Supposedly, every worker, including casual daily employees, has the right to participate in the workers' social security program, in addition to the right to receive wages in accordance with the terms agreed upon prior to employment. This is required as a form of protection for daily hourly employees or as an employer responsibility in the event of a workplace accident.

Research Method

This study employs a juridic-empirical approach to research. Legal-empirical research is research conducted by observing and conducting interviews directly at the research location.³ In this study, researchers will collect data through field observations, interviews, and literature reviews in order to collect the information required for the research. A qualitative approach is a research study that seeks to comprehend phenomena that will be experienced by research subjects, such as behavior, perceptions, motivations, and actions, holistically and by utilizing descriptions in the form of words and language in a natural context and natural methods.⁴

Discussions

Legal protection is the protection of dignity as well as the recognition of human rights owned by legal subjects on the basis of legal provisions of arbitrariness or as a set of rules or guidelines that can protect one object from another.⁵ In Indonesia, legal protection is always referred to in terms of Pancasila as its ideological foundation, despite the fact that its formulation is founded on Western ideas that emphasize the protection of human rights. Thus, in simple terms, the concept of legal protection for workers in Indonesia continues to be based on safeguarding the dignity of workers, including their individual and collective human rights.

Workers' protection encompasses two fundamental elements: protection from employer power and protection from government action.⁶ Legal protection against the power of employers/employers is implemented if laws and regulations in the field of labor that require or compel employers to act as stated in the legislation are actually implemented by all parties, as the enforceability of the law cannot be measured solely legally, but also sociologically and philosophically.⁷

Therefore, legal protection must be provided for employees, and it is the responsibility of the government and employers to do so. In order to realize the desired welfare of the workforce. On the other hand, legal protection for workers is necessary because labor is the linchpin of development, which in this case is industrial growth so the activities conducted contain aspects of social relations, legal relations, and

³ Magister Ilmu Hukum Universitas Syiah Kuala, *Pedoman Penulisan Tesis Program Studi Magister Ilmu Hukum*, Darussalam, 2017, p. 9.

⁴ Lexy. J. Moleong, *Metodologi Penelitian Kualitatif*, Bandung: PT Remaja Rosdakarya, 2007, p.13-14.

⁵ Philipus M Hadjon, *Perlindungan Hukum Bagi Masyarakat Indonesia*, Surabaya: Bina Ilmu, 1983, hlm 38.

⁶ *Ibid*, p. 30.

⁷ Zainal Asikin, et.al., *Dasar-dasar Hukum Perburuhan*, Jakarta: Raja Grafindo Persada, 1993, p. 5.

inter- and inter-organizational relations that can give rise to rights and obligations and are carried out in accordance with the Pancasila values.

In the legal dictionary, responsibility is also referred to as liability and responsibility. Liability refers to legal responsibility, specifically culpability for errors committed by legal subjects, whereas responsibility refers to political responsibility.⁸ The theory of responsibility places greater emphasis on the meaning of responsibility that arises from the provisions of laws and regulations, so that it is interpreted in the sense of liability, as a concept related to the legal obligations of a person who is legally responsible for certain actions for which he may be subject to a sanction in cases where the act is against the law.⁹

Implementing legal rights and obligations requires legal responsibility at all times. Every authority vested in a position requires responsibility for its execution. Each position holder has freedom of action, but his freedom is constrained by the will of the agreed-upon authority, which he is required to carry out. In other words, the obligations of the parties stipulated in an agreement are the origin of responsibility as an obligation for the parties bound by the agreement. This is predicated on the *pacta sunt servanda* principle, which states that an agreement is binding as law.

According to Kelsen, the legal obligation is related to the concept of legal responsibility, which is legal responsibility. According to him, a person's legal responsibility for specific actions or the fact that he possesses legal responsibility means he is liable for a sanction if his actions violate the law.¹⁰

Article 6 of the Labor Law mandates that employers provide labor rights and responsibilities regardless of gender, ethnicity, race, religion, or skin color. One of these privileges, includes:¹¹

1. Economic protection, specifically protection of workers in the form of adequate income, including when employees are unable to work against their will.
2. Social protection, specifically protection of employees via occupational health insurance, freedom of association, and protection of the right to organize.
3. Technical protection, specifically labor protection in the guise of occupational health and safety.

Article 12 of Decree Number Kep.100/Men/Vi/2004 of the Minister of Manpower and Transmigration of the Republic of Indonesia Concerning the Implementation of Certain Time Work Agreements According to the Minister of Manpower and Transmigration of the Republic of Indonesia, employers who employ workers/laborers in the work specified in Article 10 are required to enter into written daily casual work agreements with workers/laborers.

Article 52 paragraph 1 of the Manpower Law stipulates that employment contracts are based on:

1. Accord between the parties
2. Capacity or capacity to engage in legal actions
3. There is an agreed-upon task that does not violate public order, decency, or applicable laws and regulations.

The fundamental purpose of labor is to receive compensation for the energy expended. Article 1 number 30 of the Manpower Law states that wages are rights received by workers/laborers who are

⁸ HR. Ridwan, "*Hukum Administrasi Negara*", Jakarta: Raja Grafindo Persada, 2006, p. 337.

⁹ Busyra Azheri, "*Corporate Social Responsibility dari Voluntary menjadi Mandatory*", Jakarta: Raja Grafindo Perss, 2011, p. 54.

¹⁰ Bachtiar, "*Kekuasaan & Pertanggungjawaban Presiden dalam Konstruksi Politik Hukum Konstitusi Negara Republik Indonesia*" *Disertasi*, Fakultas Hukum Universitas Trisakti, p. 57, 2017.

¹¹ Djoko Heroe Soewono, "*Perjanjian Kerja Waktu Tertentu: Tinjauan dari Perspektif Juridis Sosiologis Reflektif Kritis*", *Jurnal Elektronik Universitas Kediri*, 25 July 2012.

determined and paid in accordance with a work agreement, agreement, or statutory regulations, including allowances for workers/laborers and their families for a job and/or service that has been or will be performed. This wage is the most important aspect of the employment contract, as the primary objective of employees is to earn a living wage, which is essential for their survival and that of their families.¹² Therefore, if someone has entered into a work contract, he must be willing to labor under someone else's direction and receive compensation.¹³

The differences between part-time and full-time employees are presented in the table below..

Table 1. Differences between temporary and permanent employees

Number	Temporary Employees	Permanent Employees
1	Employee contract for a specific duration (PKWT)	Employment Contract for an Indefinite Duration (PWKTT)
2	Rules are subject to modification (time and quantity of Work).	Permanent Rules
3	Present based salary	Period based salary (monthly)
4	Monthly employment of less than 21 days	Employed more than 21 days

Source: <https://www.hukumonline.com/klinik/a/ini-bedanya-pekerja-harian-lepas-dengan-pekerja-bulanan-cl4436>.

The rights of casual daily workers include: First, the right to receive wages where there are two types of wage schemes for casual daily workers, namely wages based on time and wages based on results as regulated in Article 12 of the Government Regulation of the Republic of Indonesia Number 78 of 2015 concerning Wages; Second, the right to receive the Religious Holiday Allowance (THR) as stipulated in the Ministry of Manpower of the Republic of Indonesia; Third, the right to receive the Religious Holiday Allowance (THR) Third, the right to receive social benefits or BPJS Employment, every entrepreneur who has workers, both casual daily workers, is required to include his workers in the national security for employers who have at least ten workers or for businesses that have paid a minimum monthly wage of IDR 1,000,000.

Article 104 of the Manpower Law stipulates that freelance daily workers have the right to join trade unions/labor unions, which means that they also have the right and freedom to join or not join trade unions/labor unions and to be involved or not involved in drafting collective labor agreements. Several enterprises involved in the Secondary Macronutrient Fertilizer Industry are mining natural magnesium sulfate (kiserite) in Aceh Besar.

Every fertilizer mining enterprise in the Aceh Besar region employs daily workers on a casual basis. One of the instances in which a freelance daily worker from the CV company was affected. During the fertilizer screening process, Lampoh Lada was struck by an electric current, causing one of the freelance daily employees to be hospitalized and unable to continue working. Independent daily laborer for the company's resume. Lampoh Lada's employer does not provide him with social security for employees as compensation for a workplace accident.¹⁴

¹² Darwan Prinst, *Hukum Ketenagakerjaan Indonesia*, Cet. II, Bandung: PT. Citra Aditya Bakti, 2000, hlm 213.

¹³ Amanda Tikha Santriati, "Kebijakan Pemerintah Terhadap Perlindungan Hak Pekerja *Freelance* (Harian Lepas) di Indonesia", *Opinia de Journal*, Vol.2 No.1, p.52, June 2022.

¹⁴ Ramlan, Tenaga Kerja Pabrik Pupuk Magnesium CV. Lampoh Lada, *Wawancara*, 5 Maret 2023.

The information is presented in the table below:

Table 2. Natural magnesium sulfate mining company information from Aceh Besar

No.	Corporations	Daily Employees	Permanent Employees
1	PT Raja Tambang Sejahtera	16	3
2	PT Acindo Wira Perkasa	12	3
3	CV Mitra Agro Makmur	30	3
4	CV Lampoh Lada	17	2
5	CV Arisna Jaya	40	3
6	CV MTW Lam Blang	12	2
7	CV Pusaka Alam	16	2
8	CV Berkah Alam Gemilang	30	3
9	CV Intan Jaya	12	2
10	CV Rafif Agro Jaya	15	2
11	CV Jabal Rezky	20	2
12	CV Agro Petani Maju	24	2

Source: Field Research Data on Fertilizer Companies in the District of Aceh Besar

Workers' Social Security is defined in Article 1 of Law Number 3 Years Concerning Workers' Social Security (Jamsostek) as A protection for workers in the form of compensation in the form of money as a replacement for a portion of lost or reduced income and services as a result of an incident or conditions experienced by workers in the form of work accidents, illness, pregnancy, childbirth, old age, and death. The majority of this protection, however, only pertains to workers with permanent status or who are subject to the PKWTT system. In contrast, only the Ministerial Decree KEP-150/MEN/1999 of 1999 concerning the Implementation of the Worker's Social Security Program for Casual Daily Workers, Contracts, and Certain Time Work Agreements governs the arrangements for PKWT workers.

The lack of labor protection has generated a negative public perception. Labor is viewed as a commodity that can be sold, transferred, or exchanged, which is only considered if the employer believes he can employ the relevant workforce and can be easily eliminated if the business owner no longer requires it.¹⁵ The issue is that once the agreed-upon work has been completed, the workforce will automatically cease functioning. Employers require work contracts to avoid the obligation to pay workers' wages in the event that there is no work available. In practice, employment contracts can last for years, despite the fact that this is against the law.

According to M. Rusli, the head of the Manpower and Transmigration Office (Disnakertrans) in the district of Aceh Besar, the implementation of the Social Security Program has not yielded encouraging results. According to data from the Manpower Sector of the Aceh Besar District Manpower Office, fifty percent of businesses do not partake in the Social Security Program. Despite the fact that the Social Security Act is obligatory for all enterprises with legal entities.¹⁶

Moreover, according to M. Rusli, the lack of awareness of employers in implementing the Social Security Program is due to a number of factors, one of which is the company's desire to save money. In addition, supervision and law enforcement for companies that do not implement the Social Security Program are inadequate. Under these conditions, companies in the Aceh Besar District have not yet completely implemented the Social Security program for workers covered by the PKWTT system. Consequently, the implementation of the PKWTT system is relatively neglected due to a variety of factors. In addition, stakeholders, including the government (central-regional), employer associations, and employees themselves, must work together to address these conditions.

¹⁵ Andari Yurikosari, *Pemutusan Hubungan Kerja di Indonesia*, Jakarta: Fakultas Hukum Universitas Indonesia, 2010, p. 83-84.

¹⁶ M. Rusli, Kepala Dinas Ketenagakerjaan dan Transmigrasi Aceh Besar, *interview on 12 March 2023*.

The government enacted the Labor Law to safeguard employees from complex employment issues. The majority of this protection, however, only pertains to workers with permanent status or who are subject to the PKWTT system. In contrast, for employees covered by the PKWT system, as previously described, only a Ministerial Decree governs the arrangements. With the PKWT and PKWTT systems, there is a division of labor, beginning with the existence of tasks that require a limited amount of time to complete. The PKWT system is based on the time period that brings or creates implications for the workforce, as compared to the other two categories of work for a specific time.¹⁷

Legal protection for workers must remain a top priority in addition to the objectives of employers to increase competitiveness and efficiency and to be able to create the greatest number of possible employment opportunities. The significance of worker protection frequently conflicts with the desire of employers to maintain their businesses. So frequently the parties directly involved are employers and employees.¹⁸

Typically, labor issues are associated more with disputes between employees and employers. This view is shared by the majority of labor policymakers, resulting in a diminished understanding of labor as laborers, labor as a profession, and labor as a social category. This understanding led to the PKWT system's protection of employees being inadequate. This situation nearly occurred in several Indonesian regions. Similarly, in Aceh Besar District, employment issues related to fulfilling labor rights with the PKWT system, particularly in terms of fulfilling rights in the social security program, are issues that require immediate attention from both the central and regional levels of government.

The government's response to current employment issues, at both the central and regional levels, is part of law enforcement. The purpose of law enforcement is to actualize the concepts of justice, legal certainty, and social benefits. Thus, law enforcement is essentially an idea-realization process. Law enforcement is the process of putting legal norms into practice as a guide for traffic actors or legal relationships in society and the state.¹⁹ Law enforcement is carried out not only through legislation, but also through the empowerment of law enforcement officers and facilities, which is of equal importance to the development of a legal culture that is conducive to law enforcement.²⁰

Workers can pursue law enforcement, specifically through legal means. Coordination or filing complaints with labor organizations in the Aceh Besar District are possible legal recourses for workers/temporary workers whose social security rights have not been fulfilled at the Magnesium Fertilizer Factory in Aceh Besar. Workers form labor organizations to ensure that their position and privileges as employees are balanced with their obligations to employers. In the relationship between workers and employers or employers, it is undeniable that workers occupy a subordinate position, and this sometimes leads to the arbitrariness of employers towards their employees.

The function of labor unions in articulating aspirations and participating in development is essentially synonymous with the right to development. Participation in development implies that individuals or organizations will enjoy the benefits of development while being guaranteed the right to form associations. The existence of labor organizations is one of the primary options for the distribution of labor rights in the Aceh Besar district, where the Social Security program has not been fully implemented or has been neglected by companies. This is because the fulfillment of labor rights for the program has not been fully implemented or has been neglected. To accommodate the interests of employees who have not yet received their Social Security benefits, the role of labor organizations in this area must be expanded.

¹⁷ Aloysius Uwiyono, "Implikasi Undang-Undang Ketenagakerjaan No. 13 Tahun 2003 Terhadap Iklim Investasi" *Jurnal Hukum Bisnis*, Vol. 22 No. 5, Jakarta, 2003, p. 10.

¹⁸ Eggy Sudjana, *Nasib dan Perjuangan Buruh di Indonesia*, Jakarta: Renaissance, 2005, p. 1.

¹⁹ Soejono Soekanto, *Faktor-Faktor yang Mempengaruhi Penegakan Hukum*, Jakarta: Rajawali Pers, 2016, p. 5.

²⁰ Suhaibah, "Pembentukan Budaya Hukum Atas Keadilan Untuk Menjamin Kepastian Hukum Pada Masyarakat", *Jurnal Ilmiah Research Sains*, Vol. 1. No 1 Januari, p. 5, 2015.

According to Habibi Inseun, the Chairperson of the DPW Federation of Indonesian Metal Worker Unions (FSPMI) Aceh Province, labor organizations in Aceh Besar district are currently fighting for the rights of their members to the Social Security program, which are not being fulfilled by employers. These efforts include putting pressure on local governments and employers through demonstrations, bringing litigation before the court.²¹

To increase the participation of labor organizations through the aforementioned efforts, the concept of struggle pillars cannot be separated. According to Habibi, in the context of the struggle for labor rights, several pillars play a crucial role in upholding these rights and ensuring their welfare. These pillars include the labor organization itself, the Tripartite Cooperation Institution, the Industrial Relations Dispute Settlement Institution, and the Public Non-Governmental Organizations.

Employers who do not comply with the Social Security Program for Workers with the PKWT should be subject to resolute action. System There are still numerous companies that are "obstinate" regarding their obligation to contribute to the Social Security program. The organization is "reluctant" to enroll its employees in the Social Security program. Despite the fact that the federal and state governments have socialized this obligation. Numerous incidents of work accidents that are not uncommon have been reported from various regions; these work accidents result in the mortality of workers. Ironically, the family of the victim did not receive compensation. The business appears negligent. In business, workers' deaths are only viewed as a commonplace risk. In contrast, in the contemporary paradigm of business, social security for laborers is a form of human rights.

Therefore, companies that do not enroll their employees in the Jamsostek program violate both the rule of law and human rights. Therefore, such "obstinate" businesses must be dealt with firmly. That is, it must be presented before the "green table" (court). As an example of a company in Pontianak City, West Kalimantan, which had to deal with the law and was dragged to the Pontianak District Court, as a legal consequence of the company's actions of not paying workers' wages and not including their workers in Social Security, the author cites a company that did not pay workers' wages and did not include their workers in Social Security.

Conclusions

1. Companies in Aceh Besar District have not completely implemented the Social Security program for workers with PKWT as a form of company responsibility in fulfilling the right to social security. In fact, nearly half of the businesses in the district of Aceh Besar have not joined the social security program. Employers' lack of cognizance in implementing the social security program is due to a number of factors, one of which relates to the company's financial expense savings.
2. If social security rights are not met at the Magnesium Fertilizer Factory in Aceh Besar, workers/temporary workers can seek legal recourse by increasing the participation of labor organizations in Aceh Province, particularly in Aceh Besar, and taking firm action against companies that do not comply. The Social Security program for PKWT System personnel.

Suggestions

1. Through the function and responsibilities of the Regional Head, the Aceh Besar Regional Government should encourage Jamsostek participation in their region and promote the Social Security program more frequently and effectively.
2. Workers should strive harder for their rights to obtain social security. So that there is no longer any form of disregard for the social security rights of employees in the Aceh Besar District.

²¹ Habibi Inseun, Ketua DPW Federasi Serikat Pekerja Metal Indonesia (FSPMI) Provinsi Aceh, *interview on* 10 March 2023.

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