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The Management of Conflict Resolution On Labor Wages*

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Abstract:

Every job that utilizes services and human resources certainly require a salary for payment. This fee will be used to fulfill the necessities of life, both for the personal needs of workers, and other needs including household necessities. However, it is undeniable that in the reality of granting wage, it often experiences some obstacles, either caused by workers or from the company itself. Consequently, this creates a conflict that requires resolution. Therefore, it is necessary to manage this conflict resolution of labor or workers' earning according to the Indonesian labor law. This study applied qualitative research methods with literature and empirical approach. Data are collected through the analysis of legislation and the phenomenon that occurred in real life. The results of the study revealed that there are still many conflicts overpayment of labor wages, so the companies have to apply labor salary management based on applicable regulations. Thus, it is necessary to practice the resolution of disputes in this matter maximally, particularly related to the provision of a reasonable wage between the workers and the company.

Keywords: Conflict Resolution, Labor Wages, Companies

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Manajemen Penyelesaian Konflik Sengketa Upah Buruh

Abstrak:

Setiap pekerjaan yang menggunakan jasa dan tenaga manusia sudah pasti membutuhkan upah untuk pembayarannya. Upah inilah yang nantinya akan digunakan untuk memenuhi kebutuhan hidup, baik pribadi pekerja, maupun kebutuhan lainnya termasuk kebutuhan rumah tangga. Namun tidak dapat dipungkiri bahwa dalam realita pemberian hak upah, kerap mengalami kendala, baik yang disebabkan dari buruhnya maupun dari pihak perusahaan pemberi upah. Sehingga hal ini menimbulkan konflik yang membutuhkan penyelesaian. Oleh karenanya dibutuhkan manajemen penyelesaian konflik sengketa pemberi upah buruh atau pekerja ini, dengan didasarkan undang-undang ketenagakerjaan Republik Indonesia. Penelitian ini menggunakan metode penelitian kualitatif dengan pendekatan literatur dan empiris. Data yang didapat melalui analisis peraturan perundang-undangan dan fenomena yang terjadi di lapangan. Hasil penelitian menyatakan bahwa masih terdapat banyak konflik pembayaran upah buruh, sehingga perusahaan harus mampu menerapkan manajemen pemberian upah layak buruh yang didasarkan aturan yang berlaku. Oleh Karena itu perlu dilakukannya praktik penyelesaian sengketa dalam persoalan ini secara maksimal, khususnya terkait pemberian upah yang layak antara pihak buruh dan perusahaan.

Kata kunci: Penyelesaian Sengketa, Upah Buruh, Perusahaan

Управление урегулирования конфликтов разногласий по вопросам оплаты труда

Аннотация

Каждая работа, которая использует услуги и человеческие ресурсы, безусловно, требует заработную плату. Эта заработная плата будет использоваться для удовлетворения жизненных потребностей как для личных нужд работников, так и для других нужд, в том числе бытовых. Однако, нельзя отрицать, что в реальности, предоставление заработной платы часто сталкивается с некоторыми препятствиями, вызванными либо работниками, либо самой компанией. Следовательно, это создает конфликт, который требует разрешения. Вследствие этого, необходимо управлять урегулированием конфликтов разногласий по оплате труда в соответствии с индонезийским трудовым законодательством. В этом исследовании применялись качественные методы исследования с литературным и эмпирическим подходом. Данные собираются путем анализа законодательства и явлений, которые произошли в реальной жизни. Результаты исследования показали, что по-прежнему существует много конфликтов по поводу выплаты заработной платы, поэтому компаниям приходится применять управление надлежащей заработной платы на основе применимых норм. Таким образом, необходимо максимально применять урегулирование разногласий в этом вопросе, особенно связанных с предоставлением надлежащей заработной платы между работниками и компанией.

Ключевые слова: Урегулирование конфликтов, Трудовая заработная плата, Компания

Introduction

Law number 13 of 2003 concerning Manpower states that a worker/laborer is any person who works for a salary or other forms of remuneration (Law No. 13 of 2003 concerning Manpower). In the case of labor, it is quite often found that the issue of wages is one factor that triggers for the termination of employment relations between the company and workers. In fact, people have agreed that workers or laborers are defined as all people who work by receiving fee or rewards in other forms. While the remuner is a company as a form of business with or without having a legal entity, belonging to an individual or an association or a legal entity– private or state owned–that employing workers/laborers by paying salary or rewards in other forms. Furthermore, it is also mentioned in the law that social businesses and other businesses that have management are employed others by paying wages or rewards in other forms. Meanwhile, wage or salary is one source of income for someone to fulfill the needs of life.

The employee is working by following the directives and rules provided by the company as well receiving wages as the company offer. However, the issue of salary is often becoming one of the problems that causes workers to terminate their work contracts by the company or they will stop on working due to the unequal salary and the job description provided by the company.

Labor problems that cause conflicts in laborers are becoming increasingly complex. As many cases of labor conflicts, violence, fraud, dismissal arbitrary, and fee that are not appropriately to standards. The case is necessary to get attention, particularly on the protection of labor rights in the law which expressly provides protection for labor rights (Aldiyansah, 2008).

Labor and entrepreneur relations are problematic, so it is resulted on the leads to Termination of Employment *(PHK).* PHK are a sensitive issue for workers and employers considering the implications of one party and the other parties cannot accept it (Husni, 2005, p. 46). As a result, this condition will eliminate livelihoods both for workers and their families. In the case, of this termination have to be negotiated first by employers with employee association or to the workers.

PHK that occurred is mostly due to the dispute and will give an impact on both parties, especially for workers, who are economically having a weak position when compared to employers. As the company's responsibility for workers who have been dismissed, which in the law requires companies to provide severance pay, appreciation money, and compensation money. The

rules regarding severance pay, appreciation money, and compensation money are regulated in article 156, article 160 through article 169 of Law Number 13 of 2003 concerning Labor.

From this issue, a labor union organization emerged as the hopes and mediators between the workers and the company. It is not surprising if Law No. 13 of 2003 concerning labor states that, a labor union is an organization formed from, by, and for workers, both inside or outside of companies that are free, open, independent, democratic, and is responsible for fighting, defending and protecting for the rights and interests of workers or laborers and improving the welfare of laborers and their families.

Generally, due to the structural position of employees at a low level, the employees often form informal groups or unions to defend their interests. When they are fused, they will be very sensitive (Hardijan, 2004, p. 45). In the field of labor, the emergence of disputes between businessmen and workers is usually at the base because of dissatisfaction feelings. In general, the main points of dissatisfaction revolve around issues such as remuneration, social security, assignment behavior, which sometimes are felt to be inappropriate according to personality, work power, and workability that are felt to be incompatible with the work to be carried out, as well as problems personal (Asikin, 2004, p. 202).

In the discussion explained, several questions arise as the research focus, namely; What is the policy on providing decent wages? how is the management of dispute resolution following labor law? and How can the company guarantee the safety and comfort of workers in working after conflict?

Research Method

This legal study applied a normative legal approach and a case approach. The legal approach is carried out by reviewing Law No. 13 of 2003 concerning labor, while the case approach is carried out by examining the settlement of cases between the laborer and the company. This study aimed to collect, explain, systematize, analyze, interpret and assess positive legal norms related to the resolution of conflicts between employees and companies related to decent wages, both in life and in law. The data used in this study are primary in the form of Law No. 13 of 2003 concerning Labor and secondary data obtained from library research which includes literature on the principles of fair wage standards in a company. Data collected, both premier and secondary, are then analyzed using qualitative descriptive methods.

Result and Discussion

Conflict and Consensus in Theoretical Optics

The community continues to undergo a process of change marked by an ongoing conflict between the elements. Humans are social creatures who have a stake in the occurrence of social disintegration and change. No wonder if the community is always in a state of conflict but tends to proceed towards change. Society in groups and social relations is based on domination that influences undominated people or groups (Ritzer, 2012, p. 153). Conflict theory looked that society is united by forced freedom. Thus, certain positions in society delegate power and authority to other positions. This fact of social life leads Dahrendorf to his central thesis mentioned that the difference in the distribution of authority has always become a determinant factor in social conflict systematically (Ritzer, 2012, p. 154).

Dahrendraf is the initiator of opinion said that society has two faces; namely conflict and consensus. Therefore, in sociological theory, he said that it must be divided into two parts, namely; conflict theory and consensus theory. Consensus theory has to examine the integration of values among society, while conflict theory must examine the conflict of interests and coercion that unites the community under these pressures. Dahrendraf acknowledged that society could not have existed without conflict and consensus, which was a precondition for each of them. Thus, it is not possible for a conflict happened unless there is a prior consensus. For instance, housewives in France tend not to have a conflict with Chilean chess players, because there is no contact between them and there is no prior integration that becomes the basis for conflict. Conversely, conflict can lead to consensus and integration, such as the alliance between the United States and Japan that developed after World War II.

Dahrendraf in his theory is much influenced by structural functionalism. He stated that for functionalists, the social system was united by cooperation, voluntary, consensus, or both. Nonetheless, for conflict theory (or coercion), society is united by "constraints carried out by force", so that some positions in society are delegated power and authority over other parties. This fact of social life brought Dahrendraf to his central thesis stated that the difference in the distribution of authority "has always been a determining factor for systematic social conflict". Dahrendorf focused on the broader social structure. He called authority is not located in individuals but positions. The source of the structure of conflict must be sought within the order of social roles that have the potential to dominate or be subdued. According to Dahrendorf, the first task of conflict analysis is to identify the various roles of authority in

society. Because it concentrates on broad-scale structures such as the role of authority. Dahrendorf was opposed by researchers who focused on the individual level.

Authority attached to the position is becoming a key element in Dahrendorf's analysis. The authority implied that superordination and subordination, those who occupy positions of authority, are expected to control subordinates. It means that they are powerful because of the expectations of those around them, not because of their psychological characteristics. Authorities are not the common social phenomenon, but they are subject to control, and those who are freed up from control are determined in society.

Termination of Employment (PHK) Caused by Wages Triggers Conflict

The employment's termination issue is often heard, particularly in developing countries like Indonesia. PHK resulted in loosing of livelihoods that make a person unemployed, therefore, there is no guarantee to get peace of life. There should be no dismission, but the reality proves that PHK could not be prevented entirely (Kasim, 2004, p. 26). Furthermore, companies often have difficulty in PHK's policies, because they are considered as policies that do not pay attention to the fate of their employees, and even tend to be inhumane.

Law Number 13 of 2003 concerning Labor mentioned that the termination of employment is due to a certain thing that results in the severance of rights and obligations between laborers and employers. The PHK is caused by disputes that have an impact on both parties because it has resulted in the labor party towards psychological, economic, and financial influence, and consequently, workers have lost their livelihoods. To find a new job as a substitute, they have to spend a lot of money, in addition to the loss cost of living for themselves and their family before finally getting a new job as a replacement.

In the case of PHK, employers and employees must make efforts to avoid this decision. Since it can be enacted by the company after the worker carrying out a fatal mistake that harms the company or by mutual agreement. Meanwhile, it often happens that companies unilaterally terminate employment with workers without any reason (Kasim, 2004, p. 26).

It was explained that there were 8 (eight) reasons for terminating employment, namely; due to the law, the company's wishes, the desires of employees, pensions, work contracts expire, employee health, death, and the

company is liquidated (Soepomo, 1983, p. 124). The desire of the company can cause someone to be dismissed from the company–honorably or fired.

The government also wishes that employers will not dismiss workers arbitrarily and violate labor rights. Factors causing juridical termination of employment mentioned in Law Number 13 Year 2003 are caused by the company experiencing a setback, as a consequence, they need to rationalize or reduce the number of workers or laborers.

Presently, there are still many discussions about the termination of employment-related to improper wages in several companies. There are still many companies that give wages below the minimum amount without stated a clear reason, therefore, the workers feel of a violation against their rights on working, even though the minimum wage is already regulated in the law. In article 88 of the labor law, it clearly states that every worker has the right to earn an income that fulfills a decent living for humanity. It has also been mentioned related to minimum wages, overtime wages, wages for an absence of attendance, wages for not going to work due to other activities outside of work, wages for taking the resting rights, forms and methods of payment of wages, fines, and deductions from wages, matters things that can be calculated with wages, structure and proportional wage scale, wages for severance pay, and wages for calculating income tax.

For workers who already understand the law or administration, they will surely complain about this minimum wage. However, because of the limitation on positions as employees, they need to join the union since it has also stipulated in the law. This can also minimize acts of discrimination against workers.

The formation of labor unions purposed as a forum to convey various aspirations in realizing industry participation through organizations or companies. This formation can be planned for a long period and will continuously be extended, moreover, it can also be organized to promote or develop cooperation and joint responsibility, both between workers and between workers and employers.

Regarding the dismissal, it has specifically regulated in Law Number 2 of 2002 concerning the Settlement of Industrial Relations disputes. Among them is 1). Disputes Regarding Rights; 2). Conflicts of Interest; 3). Work termination disputes; 4). Disputes between unions.

Conflict can emerge because of feelings of dissatisfaction. The employer provides a good policy in his perspectives, yet the worker has his considerations

and views, consequently, the employee is not satisfied with the given policy. Various disputes that most often occur besides wage problems and other related problems, also related to the termination of employment (PHK). The term of PHK is a frightening thing for every worker because the employee and his family will suffer and endanger their lives with the loss of work and income of workers due to this decision.

PHK is a complex problem since it is connected to unemployment, crime, and employment opportunities. Legally, article 5 of Law Number 13 the Year 2003 protects workers to protect workers including unemployed men, namely both people with no relation to the work and workers, because people who are bound in an employment relationship are also entitled to get better or preferred jobs by laborers.

By tracking to reality, every company is understood the concept of work and not limited to the profit, but it should also pay attention to the welfare of the workers. Whereas in terms of legality, the concept of standardization of labor wages has been regulated by law. Determination of the minimum salary as referred to in paragraph (3) letter a must be based on the needs of a decent living and with due regard to productivity and economic growth. The meaning is clear; a proper wage must be given according to the standardization.

According to Prints Darwan with the employment relationship, the worker has the right to wages in return for his work, while the employer or employer has the right to services or goods from the worker's work following the agreed work agreement. Termination of employment between workers and employers should not be done arbitrarily, but there must be certain things that are met by both parties so that layoffs do not hurt a sense of justice between the two parties (Darwan, 2000, p. 132).

With the PHK's decision, it certainly affects the company particularly in the issuing of funds. Because PHK requires substantial funds including the amount of money for retirement or severance of employees and to pay other benefits. Likewise, at the time of employee withdrawal, the company also issued a much amount of compensation payments and employee development.

The dismissal of the employee is certainly very influential on the employee itself. Because of the dismissal of the job, it means that the employee can no longer meet the maximum needs for himself and his family. Based on these considerations, human resource managers must be able to calculate how much money should be received by employees who are laid off, so that employees can fulfill their needs to the level considered sufficient.

Management of Solutive Conflict Resolution in Labor Law

When speaking about conflicts, the way how to resolve the issue is also having to be discussed. Moreover, if the parties experiencing these problems still need each other. The issue of decent wages has various nominal because the standard needs of each person are also divergent.

In solving labor problems, several things can be applied, including both through litigation or non-litigation. To avoid vigilantism in Indonesia, two institutions owned the authority to handle work relationship disputes, both are non-litigation and litigation institutions.

The completion through non-litigation can be in the form of bipartite or negotiations, which in Article 1 number 10 of Law Number 2 of 2004 concerning Settlement of Industrial Relations (PHI Law) is defined as negotiations between workers/laborers or labor unions and employers to solve the conflict on industrial relations. The methods and procedures for completion through Bipatrit are regulated in articles 6 and 7 of Law Number 2 of 2004. The results of the negotiations are then made of a letter signed by the parties. The letter contained; a). Full names and addresses of the parties; b). Date and place of negotiation; c). Principal problem or reason for dispute; d). Opinions of the parties; e). Conclusions or results of negotiations; f). Date and signature of the parties to the negotiations. If reaching consensus, the agreement must be registered with the Employment Relations Court and the court will provide proof of registration as an integral part of the collective agreement. Then the harmed party can submit a request for execution in the Employment Relations Court.

Besides carrying out through negotiations, it can be also carried out through mediation as regulated in article 16 of Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. The mediator is in each office of the agency responsible for labor in the district/city. If an agreement is achieved, a mutual agreement is made and registered with the Employment Relations Court. In contrast, if no agreement is reached, then; a). The mediator should issue a written recommendation and no later than 10 (ten) days after the statement of the parties; b). The parties provide answers no later than 10 (ten) days the contents of which agree or reject, as well as giving their opinions; c). When all have agreed, then a joint agreement is made to be registered with the Employment Relations Court.

Another non-litigation resolution is in the form of conciliation. Procedures for resolving disputes carried out through Conciliation by the

Conciliator are regulated in article 17 through article 28 of Law Number 2 of 2004. Conciliators who are authorized to handle work relationship conflict are those who have been registered with the agency office and responsible for the labor sector in district/cities with three types of conflicts, namely: 1). Disputes of interest; 2). Work termination conflict; 3). Disputes between labor unions.

Supplementary to this, it can also be held through arbitration based on the agreement of the disputing parties. It is made in writing in the form of an arbitration agreement. The solving of work-relations disputes through the services of the arbitrators begins with an effort to reconcile, and if the peace effort is successful, then a peace certificate is made, yet if no peace attempt is reached the arbitrator continues the trial and the arbitrator can summon witnesses to hear their statements.

The final method taken is by litigation, the institution regulated in article 55 to article 115 of Law Number 2 of 2004 is the Employment Relations Court as a special court in the general court environment using civil procedural law. It is one of the institutions authorized to examine and decide work relations disputes; 1). At the first level concerning disputes over rights; 2). At the first and last level regarding conflict of interest; 3). At the first level concerning disputes over the termination of employment; 4). At the first and last level concerning the conflict between labor unions in one company.

Work relations which aimed to resolve the problem, can apply the procedural law, namely; 1). Inspection with ordinary events; 2). Inspection with fast events; 3). Decision Making; 4). Settlement of Cassation Judge Dispute.

Arrangement of Guarantee for Post-Conflict Workers in an Agreement

Protection against the weak party has been empirically outlined in the 1945 Constitution of the Republic of Indonesia (UUD 1945) in the form of social justice based on kinship. Furthermore, the attitude of the State towards the relations of employers and employers as well as the responsibilities that must be carried out can be observed from the attitude of the founding father and mother. Worker protection and industrial relations regulations have a very close relationship because juridical, workers' protection is generally regulated in industrial-relations regulations. Thus, it becomes essential to look in and explore the country's industrial relations regulations to figure out whether the country regulates protection for workers (Rajagukguk, 2010, p. 12).

Speaking about the protection of workers, it is necessary to have an agreement between the workers and the company. The agreement can be interpreted as an act in which one or more people commit themselves to one or more other people (Civil Code Article 1313). This means that an agreement must create an obligation that has to be fulfilled. In other words that in an agreement there will always be two parties, where one party must fulfill the obligations stated in the agreement and the other party is entitled to these obligations (Simanjuntak, 2014).

By selecting to make a work agreement in writing, then the document of the agreement letter has several advantages, such as it can be categorized as a contract (Subekti, 2008, p. 1), consequently, it has high binding power, and can be strong evidence in court if one party is suspected of default.

In every contract made, there must first be several conditions to be fulfilled, to make it legally and can be accounted for (Simatupang, 2007, p. 28). This has also been mentioned in the labor law article 116 which reads that Collective labor agreement made by trade labor unions or several labor unions that have been registered with the agency responsible for labor with employers or some employers. Furthermore, article 117 also explained related to rights and obligations such as collective labor agreements at least contain: a). entrepreneur's rights and obligations; b). rights and obligations of labor unions as well as workers/laborers; c). the period and date of entry into force of the collective labor agreement; d). the signatures of the parties working together.

The elements of an employment agreement, that form the basis of an employment relationship following the provisions of Article 1 number 4 of Law Number 13 the Year 2003 concerning Manpower, are (Wijayanti, 2010, pp. 36-37): a). Occupation *(arbeid)*; b). Under the order *(gejag verhouding)*, it means that the laborers do the work at the employer's command so that it is subordinated; c). The existence of certain wages (loans), namely the existence of certain wages that are in return for Work that has been done by Labor; d). Within the specified time *(tijd)*, the intention can be unlimited/retirement or based on a certain time.

In a working relationship between employee and employers, it will always be bound by a work agreement, it is a regulation made by a person or several employers or several associations of legal entities and a union of several legal entities regarding the terms of work that are complied with when making an employment agreement (Kosidin, 1999, p. 40). If in the end, the efforts made do not succeed in getting the workers to get their jobs back due to the company being unable to provide a decent wage, the company is obliged to pay workers' wages or severance pay.

Wages or severance pay in the event of termination is mandatory to be paid by the company to its workers. Severance pay is money given to workers or employees at the time of termination of employment by the employer/company based on the length of work period that has been taken by the worker/company concerned and the number of hourly rewards (Ridwan, 1984, p. 90).

Conflict Execution Between Company and Workers

A decision of a judge, which has obtained legal force, can still be carried out voluntarily by the parties concerned. However, it often happens that the defeated party is not willing to implement the judge's decision voluntarily so that court assistance is needed to carry out the decision (Mertokusumo, 1992, pp. 205-206).

This is carried out to protect the rights of workers as stipulated in the Indonesian Labor Law. The protection of labor is something that must be fought for so that the dignity and humanity of the workforce will be uplifted. As stated in Article 28 D of the 1945 Constitution of the Republic of Indonesia, everyone has the right to work and to receive fair and appropriate remuneration or treatment in an employment relationship (Winarni, 2006, p. 89). The purpose of labor protection is to guarantee the continuity of the employment relationship system without any pressure from the strong to the weak (Khakim, 2014, p. 99).

Conclusion

Labor is an inseparable part of national development regarding the *Pancasila* and the 1945 Constitution of the Republic of Indonesia. It also has a very important role, position as an agent, and target of national development. Therefore, the implementation of termination of employment (PHK) by the company must be following statutory regulations namely Law No. 13 of 2003 concerning employment.

The number of conflicts that lead to PHK is caused by the inequality in working goals, thus requiring the involvement of the authorities in completing this case. Completion can also be in the form of actions through litigation and non-litigation.

Regarding the provision of decent wages, it is indeed the laborer's right to work, so workers or workers should have no difficulty in obtaining their

rights, bearing in mind that obligations have been given to the company and the company certainly has benefited.

In conclusion, if the company cannot pay its obligations which are labor rights, then legal efforts can continue. Plus, companies that cannot pay wages are considered to have violated workers' rights to get a decent wage, because they are part of an unacceptable act. Adequate wages can also help reduce the possibility of other criminal acts resulting from the inadequacy of workers or laborers in meeting the needs of themselves and their families**.**

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