



LEGAL FORCE OF COLLECTIVE AGREEMENTS REVIEWED FROM LAW NO. 2 OF 2004 CONCERNING SETTLEMENT OF INDUSTRIAL RELATIONS DISPUTES

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Article Info	Abstract
Article History Received : 2024-12-03 Revised: 2024-12-10 Published: 2025-01-01 Keywords: <i>Legal Power, Collective Agreements, Settlement of Industrial Relations Disputes.</i>	Industrial relations disputes are a common phenomenon in employment relations between employers and workers. The resolution of these disputes is very important to maintain the stability of conducive and fair industrial relations for both parties. In the legal system in Indonesia, the resolution of industrial relations disputes is regulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. One form of settlement accommodated by this law is through a Joint Agreement (PB). This study aims to determine the legal basis of the Joint Agreement in resolving industrial relations disputes, and how the execution of the registered Joint Agreement is determined and the legal efforts that can be taken against the execution of the registered Joint Agreement. The research method used in this study is the normative legal research method, by looking at, studying, and understanding legal materials, based on positive legal studies. From this study it can be concluded that the legal basis of the Joint Agreement is regulated in Articles 3 and 7 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, where the Joint Agreement is the result of the settlement of industrial relations disputes in a bipartite manner. The determination of the execution of the registered Joint Agreement is carried out through an application for execution at the Industrial Relations Court at the District Court in the area where the Joint Agreement is registered to obtain an execution determination. The legal remedies for the determination of the execution of the registered joint agreement are through the legal remedies of Cassation and Derden Verzet. This is because based on the provisions of Article 57 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes which explains that the procedural law applicable to the Industrial Relations Court is the Civil Procedural Law applicable to the Courts within the General Court environment.

I. INTRODUCTION

In the context of employment relations, often known as industrial relations, Indonesia has established various laws and regulations covering various aspects of employment. These regulations include the legal relationship between workers and employers, occupational safety and health, labor supervision, and the settlement of industrial relations disputes, among many other things. To ensure legal certainty in handling industrial relations disputes, the Indonesian government has issued Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.(Putri et al. 2024)

Industrial relations disputes are common in the world of employment. When the relationship between workers and employers does not go well, disputes often arise that require resolution. For this reason, the role of collective agreements is very important as a means to resolve these

disputes. A collective agreement is an agreement reached through a bipartite process between a union and an employer that regulates the rights and obligations of both parties.(Kadir 2024)

The legal basis for collective agreements is regulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. Article 7 of this law states that collective agreements are the result of the settlement of industrial relations disputes that must be registered with the Industrial Relations Court. In this context, Article 3 emphasizes the importance of settlement through bipartite means, which provides space for workers and employers to reach agreements directly.(Tj, Siregar, and Rambe 2022)

The legal force of this Collective Agreement plays a crucial role in providing legal certainty for the parties involved, namely employers and workers or labor unions. This is important

considering that industrial relations are often vulnerable to disputes that can harm both parties.

However, even though it has significant legal force, in a Collective Agreement, there are certain limitations that absolutely must not be violated to maintain the validity and continuity of the agreement. These limitations usually relate to basic principles of law and justice that must be adhered to by all parties involved.

Although Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes has established a dispute resolution mechanism, in practice, there is a tendency to deviate from these provisions. This may be due to various factors, such as a lack of understanding of the regulations, an imbalance of power between workers and employers, or the influence of external factors that disrupt the negotiation process. (Susanto, Hasnati, and Fahmi 2020)

The discussion on the practice of collective agreements is increasingly interesting, as seen in the Supreme Court Decision No. 237K/Pdt.Sus/2012. This decision originated from a cassation case between PT. Suprabari Mapanindo Mineral (PT. SMM) and 13 of its former workers, located in Tambusai, Pekanbaru, Riau. In this case, the panel of cassation judges decided based on a joint agreement that had been drawn up by the Plaintiffs and Defendants, which was stated in a joint agreement letter. This agreement became the main legal consideration underlying the granting of the cassation application by PT. SMM and the cancellation of the decision of the Pekanbaru Industrial Relations Court (PHI) No. 23/G/2011/PHI.

This case began with a lawsuit filed by 13 workers of PT. SMM against the company in the context of termination of employment, which was tried at the Industrial Relations Court at the Pekanbaru District Court with case number 23/G/2011/PHI.PBR. The core of this lawsuit is the claim that PT. SMM (Defendant) has terminated the employment of workers (Plaintiffs) for reasons of efficiency. In the termination process, a joint agreement regarding termination of employment between the parties has been agreed upon. After signing the agreement, the Defendant immediately made severance payments to each Plaintiff in accordance with the agreement in the agreement.

However, over time, the Plaintiff felt dissatisfied with the agreement that had been reached, especially regarding the amount of severance pay received. They argued that the amount was not in accordance with the provisions

of Law No. 13 of 2003, and the severance pay given should be twice the UMP (Provincial Minimum Wage), not once. In its response, the Defendant stated that the lack of severance pay rights had been resolved through bipartite negotiations through deliberation to reach a consensus and was regulated in a Joint Agreement between the Defendant and the Plaintiff.

In relation to the lawsuit, the Industrial Relations Court at the Pekanbaru District Court has issued decision No. 23/G/2011/PHI.PBR on November 24, 2011, which in its decision rejected all of the Defendant's exceptions and ordered the Defendant to pay the shortfall in severance pay submitted by the Plaintiff. In response to the Pekanbaru Industrial Relations Court decision, the Defendant filed a cassation application. The cassation panel of judges then decided in Decision No. 237 K/Pdt.Sus/2012, which granted the cassation application from PT. SMM and annulled the Pekanbaru Industrial Relations Court decision No. 23/G/2011/PHI.Pbr dated November 24, 2011.

Thus, the legal force of the Collective Agreement lies in a clear agreement that is recognized by both parties. This shows that the collective agreement has strong legitimacy in the eyes of the law, where the court can refer to the agreement as a basis for making a decision. In addition, this decision underlines the importance of the court's role in ensuring that the agreements made between workers and employers are respected and implemented.

A joint agreement registered in court has binding legal force and can be a tool to resolve industrial relations disputes. With the recognition of the joint agreement by the court, it is expected to increase legal certainty for all parties involved. Therefore, it is important for the parties to formulate a joint agreement clearly and comprehensively, so that there are no disputes in the future.

Collective agreements registered with the Industrial Relations Court are an important legal tool to ensure legal certainty and protection for workers. However, there are often obstacles in implementing these agreements, both in terms of implementation and law enforcement. (Julia 2020)

This research becomes increasingly relevant considering the dynamic developments in industrial relations in Indonesia. Changes in economic conditions, labor regulations, and company policies can affect the implementation of Collective Agreements. Therefore, it is important

to evaluate the extent to which the legal force and existing limitations can ensure that Collective Agreements are implemented fairly and effectively.

Based on the description above, the author formulates the problems analyzed as follows:

1. What is the legal basis for Collective Agreements in resolving industrial relations disputes?
2. How is the execution of a registered Joint Agreement determined?
3. What are the legal remedies for the determination of the execution of a registered Joint Agreement?

II. RESEARCH METHODS

The research method used in this study focuses more on normative legal research, by looking at, studying, and understanding legal materials, based on positive legal studies. Normative legal research is library legal research because normative legal research is carried out by examining library materials or secondary data only.(Indra Utama Tanjung 2024)

Normative legal research is a scientific research procedure to find the truth based on the logic of legal science from its normative side. The scientific logic that is often used in normative legal research is legal science whose object is the law itself.

To solve the legal issues faced, legal materials are used as sources of legal research, in this review primary legal materials are used in the form of binding legal materials such as the Civil Code, Civil Procedure Code, Law No. 2 of 2004 concerning Industrial Relations Dispute Courts, and Law No. 13 of 2003 concerning Manpower, and primary legal materials include other laws and legal regulations that are relevant to the topic of this research.

III. RESULTS AND DISCUSSION

A. Legal Basis for Collective Agreements in Settlement of Industrial Relations Disputes

The agreement is formulated in Article 1313 of the Civil Code which states that "An agreement is an act by which one or more persons bind themselves to one or more other persons." The law of agreement is a law that is formed as a result of a party binding itself to another party. Or it can also be said that a law is formed as a result of someone promising another person to do something. In this case, both parties have agreed

to make an agreement without any coercion or decision that is only one party. Subekti defines "agreement" as an event in which two people promise each other to do something.

The definition of an agreement by many people is not always the same as a contract, because Article 1313 of the Civil Code (KUHPerdara) does not contain the sentence "Agreements must be made in writing". An agreement in the Burgerlijk Wetboek (BW) is called *overeenkomst* which when translated into Indonesian means an agreement. This agreement is a legal event where someone promises to another person or two people promise each other to do or not do something. According to M. Yahya Harahap, an agreement is a legal relationship of wealth between two or more people, which gives the power of rights to one party to obtain an achievement and at the same time requires the other party to carry out the achievement.(Yuliastuti and Syarif 2021)

Article 1233 of the Civil Code states that a legal obligation or obligation arises from an agreement or because of a law. In the context of industrial relations, this means that an employment agreement or work contract made between workers and employers is a legally binding agreement, which regulates the rights and obligations of both parties.

Furthermore, Article 1234 of the Civil Code explains that the obligation aims to provide something, do something, or not do something, which means that the employment agreement can regulate various aspects of work, such as wages, working hours, and other working conditions. Thus, agreements and contracts in industrial relations in Indonesia are not only the legal basis for employment relations, but also a tool to maintain a balance of interests between workers and employers, and to ensure that workers' rights are respected and protected.(Yuliastuti and Syarif 2021)

Employment Relationship is a relationship between workers and employers that occurs after an employment agreement. Article 1 number 15 of Law No. 13 of 2003 concerning Employment states that an employment relationship is a relationship between employers and workers/laborers based on an employment agreement that has elements of work, wages, and orders. In this relationship, conflicts can occur that cause industrial relations disputes between workers or labor unions and employers.

According to Article 2 of Law Number 2 of 2004 concerning the Settlement of Industrial

Relations Disputes, it is stated that the types of industrial relations disputes include:

- a. rights dispute;
- b. conflict of interest;
- c. disputes over termination of employment; and
- d. disputes between trade unions/labor unions in only one company.

To resolve the dispute, a method is needed to resolve industrial relations disputes, one of which is through bipartite. Settlement Through Bipartite, namely a method of resolving industrial relations disputes that is carried out directly between workers and employers without involving a third party.

In this process, both parties conduct negotiations to reach a binding and peaceful agreement, in accordance with the principle of deliberation to reach consensus. Settlement through Bipartite is regulated in Article 3 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes which reads: "Industrial relations disputes must be resolved first through bipartite negotiations through deliberation to reach consensus."

The legal status of bipartite negotiations is a mandatory resolution, Article 152 paragraph (2) of Law Number 13 of 2003 concerning Manpower explains that termination of employment must be negotiated by employers and workers or labor unions. This obligation for bipartite negotiations reflects the importance of dialogue and deliberation between employers and workers. (Rahmawati 2022)

Furthermore, the legal status of bipartite negotiations in resolving industrial relations disputes remains an important aspect in Law Number 6 of 2023 concerning Job Creation. The latest amendment through Constitutional Court Decision Number 168/PUU-XXI/2023 reaffirms the obligation of bipartite negotiations through deliberation for consensus between employers and workers or labor unions before termination of employment (PHK) can be carried out.

In the event that bipartite negotiations do not reach an agreement, the termination of employment can only be implemented after obtaining a decision from an industrial relations dispute resolution institution whose decision has permanent legal force.

Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes Article 3 explains that Industrial Relations Disputes must first be resolved through bipartite negotiations through deliberation to reach a consensus. In

relation to the settlement of industrial relations disputes through bipartite means of reaching an agreement, a Joint Agreement must be made. Article 7 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes states:

- 1) In the event that the deliberations as referred to in Article 3 can reach a settlement agreement, a Joint Agreement will be made which will be signed by the parties.
- 2) The Collective Agreement as intended in paragraph (1) is binding and becomes law and must be implemented by the parties.
- 3) The Collective Agreement as intended in paragraph (1) must be registered by the parties entering into the agreement at the Industrial Relations Court at the District Court in the area where the parties entered into the Collective Agreement.
- 4) Joint Agreements that have been registered as referred to in paragraph (3) are given a deed of proof of registration of the Joint Agreement and are an inseparable part of the Joint Agreement.
- 5) If the Collective Agreement as intended in paragraphs (3) and (4) is not implemented by one of the parties, then the aggrieved party can submit a request for execution to the Industrial Relations Court at the District Court in the area where the Collective Agreement is registered to obtain a decree of execution.
- 6) In the event that the applicant for execution is domiciled outside the District Court where the Joint Agreement was registered as referred to in paragraph (3), the applicant for execution may submit an application for execution through the Industrial Relations Court at the District Court in the area of domicile of the applicant for execution to be forwarded to the Industrial Relations Court at the District Court which is competent to carry out the execution.

Collective Agreements in the context of industrial relations dispute resolution are an important legal tool to ensure that agreements between workers and employers can be enforced by law. The negotiation process that ends with this Collective Agreement offers a more flexible and fair solution, compared to settlement through the courts which are often more time-consuming and costly. (Kesuma and Vijayantera 2020)

Based on the theory of contract law which contains the basic principles of contract theory - freedom of contract, legal certainty, and execution - ensures that collective agreements can be implemented effectively and fairly. Thus, the application of the theory of contract law in collective agreements helps ensure that industrial relations between employers and workers remain harmonious, fair, and productive.

A Joint Agreement is an agreement reached by the disputing parties in the process of resolving industrial relations disputes. This agreement is binding on both parties and has the same legal force as a court decision that has permanent legal force.

In the context of the Joint Agreement as regulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, the Joint Agreement that has been registered with the Industrial Relations Court (PHI) has binding legal force and applies as a final and binding decision (Article 7 paragraph (2) of Law 2/2004).

However, regarding the determination of execution of the registered Joint Agreement, it is important to understand the following legal aspects:

1. Finality of Joint Agreement

The Joint Agreement agreed by the parties has binding force like a decision that has permanent legal force (inkracht van gewijsde). This means, in basic principle, there is no legal remedy against the substance of the Joint Agreement itself after it has been agreed and registered at the PHI.

2. Execution Determination

If one party does not implement the contents of the Joint Agreement, the other party may file an execution application to the Industrial Relations Court. This execution determination is administrative in nature and is part of the implementation of the agreement that has bound the parties. In this case, the execution determination is basically not a court decision that decides the main case, but rather an administrative follow-up.

3. Possible Legal Appeal for Cassation

According to Article 114 of Law Number 2 of 2004:

- An appeal cannot be filed against the execution order, because it is administrative in nature and aims to ensure the implementation of the Joint Agreement.

- The Supreme Court in various decisions has also emphasized that the execution order cannot be used as an object of cassation, because the substance of the Joint Agreement has been deemed to have permanent legal force since its registration.

However, cassation can occur under certain conditions, for example if there are problems related to the implementation of the execution which are considered to be contrary to the law or significant inconsistencies in legal procedures.

4. Alternative Routes in Case of Dispute

If one of the parties feels disadvantaged in the implementation of the Joint Agreement or its execution, then:

- They may apply for a review of the execution procedure based on alleged violations of administrative law.
- If there is evidence that the Joint Agreement was made under duress, fraud, or other legal violations, the injured party may file a new lawsuit for cancellation.

B. Determination of Execution of Registered Joint Agreements.

A Joint Agreement is an agreement reached by the disputing parties in the process of resolving industrial relations disputes. This agreement is binding on both parties and has the same legal force as a court decision that has permanent legal force.

The process of making a Collective Agreement begins with negotiations between workers and employers and if an agreement is reached, the agreement is stated in written form and is called a Collective Agreement and must be registered with the Industrial Relations Court. Settlement of disputes through bipartite must be completed no later than 30 (thirty) working days from the start of negotiations.

The Collective Agreement that has been registered at the Industrial Relations Court plays an important role with the executive power it has. This executive power means that the registered Collective Agreement has a binding legal status and can be enforced if one of the parties fails to fulfill the agreed obligations. This aims to ensure that the agreement between workers and employers is implemented consistently in accordance with the provisions that have been agreed.

Joint Agreements that have been registered at the Industrial Relations Court have executory power, which means that the agreement has the same legal force as a court decision that has permanent legal force. Article 7 paragraph (5) of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes reads:

"If the Collective Agreement as intended in paragraphs (3) and (4) is not implemented by one of the parties, then the aggrieved party can submit a request for execution to the Industrial Relations Court at the District Court in the area where the Collective Agreement is registered to obtain a decree of execution." (Mahardika 2023)

The article explains that the registered Joint Agreement serves as a legal basis for an execution application. After the Joint Agreement is registered and one of the parties violates the terms of the agreement, the injured party can file an execution application with the Industrial Relations Court.

The court will examine the application and, if it is proven that the agreement has been violated, the court can issue an execution order to force the violating party to fulfill the obligations stated in the agreement. Thus the rights stipulated in the Joint Agreement can be legally enforced.

Registration of Joint Agreements is carried out based on the provisions contained in Article 23 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, which reads:

Registration of Joint Agreements at the Industrial Relations Court at the District Court as referred to in paragraph (1) and paragraph (2) letter e is carried out as follows:

- a. Joint Agreements that have been registered are given a deed of proof of registration and are an inseparable part of the Joint Agreement;
- b. If the Joint Agreement as referred to in paragraph (2) letter e is not implemented by one of the parties, then the injured party can submit an application for execution to the Industrial Relations Court at the District Court in the area where the Joint Agreement is registered to obtain an execution decision.

The executory power of the Joint Agreement regulated in the article concludes that the Joint Agreement that has been registered at the Industrial Relations Court has the same legal force

as a court decision and can be used as a basis for an execution application. The Joint Agreement is not only declarative in nature but can also be enforced if a violation occurs. (Mochammad and Lutfi 2021)

The court will examine the application and, if deemed valid, may issue an execution order compelling the violating party to comply with the terms of the agreement. This process serves as a mechanism to enforce compliance with the agreed agreement and ensure that the rights guaranteed in the agreement are protected. (Tobing, Aspan, and Siregar 2024)

The executive power of the Collective Agreement plays an important role in maintaining legal certainty and stability of industrial relations. With this power, the parties involved in the Collective Agreement can feel more secure that their agreements will be respected and implemented. It also helps in reducing the possibility of prolonged disputes and creates a more harmonious and productive working environment. (Aspan 2017)

Based on the 2019 Guidelines for Execution at the District Court of the Directorate General of General Courts of the Supreme Court of the Republic of Indonesia concerning the Execution of Industrial Relations Decisions, it is explained that:

1. If a joint agreement is not implemented by one of the parties, then the injured party can file an execution application at the Industrial Relations Court at the District Court in the area where the Joint Agreement is registered to obtain an execution decision.
2. In the event that the applicant for execution is domiciled outside the jurisdiction of the Industrial Relations Court at the District Court where the Joint Agreement was registered, the applicant for execution may submit an execution request through the District Court in the area of domicile of the applicant for execution, to be forwarded to the Industrial Relations Court at the District Court that is competent to carry out the execution. (Situmorang and Zarzani 2023)

Regarding the executive power in the context of the registered Joint Agreement as regulated in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, it is an implementation of the principle of contract law theory. This theory explains how joint agreements function, both in terms of forming agreements and in terms of their application and

enforcement. The contract theory is based on several basic principles, including:

a. Freedom of Contract

This principle refers to the right of the parties to freely determine the content and terms of their agreements as long as they do not violate applicable laws. In the context of collective agreements, this freedom allows employers and workers or unions to negotiate and agree on provisions relevant to their employment relationship, provided that such provisions comply with applicable laws and regulations.

b. Legal certainty

Contracts must provide legal certainty for all parties involved. In the case of collective agreements, registration at the Industrial Relations Court provides binding legal force, ensures that the provisions of the agreement are legally enforceable and provides protection for the rights of the parties.

c. Validity and Execution

Contract theory emphasizes that a valid contract must be executable or enforceable through legal means.

Joint agreements registered under Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes have executory power, meaning that the agreed provisions can be legally enforced if one of the parties does not comply with the agreement. The principle of legal certainty in the theory of contract law has a very important role in the context of executory legal power over Joint Agreements.(Charda 2017)

Legal certainty ensures that every rule or agreement made has binding force and can be implemented effectively. This means that agreements that have been agreed upon by the parties, especially joint agreements between employers and workers, must have clear legal force and can be executed in the event of a violation or non-compliance with the agreed provisions.

C. Legal Action Against Determination of Execution of Registered Joint Agreement

Based on the provisions of Article 57 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, which explains that the procedural law applicable to the Industrial Relations Court is the Civil Procedural Law applicable to Courts within the General Court

environment, except as specifically regulated in this law.(Yuliyanto et al. 2015)

The importance of this provision is to ensure uniformity and consistency in the process of resolving industrial relations disputes. In practice, industrial relations courts apply civil procedural law adapted to handle cases involving relations between workers and employers, including collective agreements and employment disputes.(Herdiana 2018)

The process of resolving industrial relations disputes through the industrial relations court must be carried out in accordance with civil procedural law, so that to execute the Joint Agreement that has been registered with the industrial relations court, an execution application must be made at the Industrial Relations Court at the District Court in the area where the Joint Agreement is registered and then the court will issue a decision to be able to execute the Joint Agreement.

Without a court ruling, the execution of a joint agreement cannot be carried out legally. This process aims to ensure that every execution is carried out based on the principle of due process of law,(Ramadhanti, Medaline, and Zarzani 2022)namely ensuring that all parties have a fair opportunity to express their opinions before the decision is executed. This is in line with the principle of justice adopted in civil procedural law.

The execution order issued by the industrial relations court against the registered Collective Agreement has permanent legal force or *inkracht van gewijsde*. This means that once the order is issued, the decision cannot be changed or challenged again at the same court level.

This determination provides a legal basis for the implementation of the execution of the agreement that has been agreed upon by the parties in the industrial relations dispute. Because it is final and binding, the court's decision is final and legally binding on the disputing parties.(Amen 2015)

Although the execution decision is final, the executed party still has the right to file a cassation appeal if they object to the decision. A cassation appeal can be filed with the Supreme Court as a final legal remedy, considering that the Industrial Relations Court issues decisions that are first and final.

Due to the decision made regarding the application, an appeal cannot be made., then the legal action that can be taken is a cassation legal action based on Article 43 paragraph (1)Law

Number 14 of 1985 concerning the Supreme Court amended by Law Number 5 of 2004 concerning Amendments to Law Number 14 of 1985 concerning the Supreme Court and changed a second time by Law Number 3 of 2009 concerning the Second Amendment to Law Number 14 of 1985 concerning the Supreme Court regulates cassation as follows:

- 1) A cassation application can be submitted only if the applicant is against the case has used the legal remedy of appeal unless otherwise provided by law.
- 2) A cassation application may be submitted only 1 (one) time.

Then in the explanation of Article 43 paragraph (1) of the Supreme Court Law, it regulates exceptions, which reads:

The exception in paragraph (1) of this article is made because there is a decision of the First Instance Court which by law cannot be appealed.

By paying attention to the explanation of Article 43 paragraph (1) of the Supreme Court Law, because the decision made regarding the application cannot be appealed, the legal remedy that can be taken is cassation. (Maudina and Nurdin 2023)

The cassation filed by the executed party is not a legal effort against the disputed facts, but rather focuses more on the application of the law by the first instance court that issued the decision to execute the Joint Agreement. The Supreme Court in deciding the cassation will examine whether the previous court has applied the legal rules correctly or not.

If an error is found in the application of the law, the Supreme Court can cancel or change the execution order that has been issued. However, if no error is found in the application of the law, the cassation will be rejected, and the execution of the Joint Agreement will still be carried out in accordance with the previous order.

Referring to Article 57 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, in addition to the legal remedy of cassation, against the determination of the execution of the Joint Agreement by the court, extraordinary legal remedies can also be taken, namely *Derden Verzet* or third party resistance.

Derden Verzet is a term in civil procedure law that refers to legal remedies filed by a third party who feels that their rights have been violated by an executory court decision. In the context of legal remedies against a Joint

Agreement, *Derden Verzet* allows a third party who is not directly involved in an agreement or industrial relations dispute to file an objection to the determination or implementation of the execution of the Joint Agreement if it is considered detrimental to their interests.

For example, in a case of joint agreement execution, a third party who has rights to the same assets as the assets to be executed based on a court decision may feel that his rights have been violated. This third party can file a *derden verzet* to the court that issued the execution decision, to stop or postpone the execution until the court examines and decides on the objections filed by the third party.

Derden Verzet in the context of the execution of the Joint Agreement is an important legal remedy for third parties who feel disadvantaged by the court's decision on the execution of the Joint Agreement. With this mechanism, the interests of third parties who are not directly involved in the Joint Agreement can still be protected. This process ensures that the execution of the Joint Agreement is carried out fairly and does not harm other parties who have legal rights to the object of execution.

IV. CONCLUSIONS AND RECOMMENDATIONS

The legal basis for the Joint Agreement is regulated in Article 7 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, where the Joint Agreement is the result of the settlement of industrial relations disputes in a bipartite manner as regulated in Article 3 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. Article 7 paragraph (3) of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes explains that the Joint Agreement must be registered with the Industrial Relations Court at the District Court in the area where the Joint Agreement (PB) is registered to obtain an execution determination.

The determination of execution of a registered Joint Agreement is carried out through an execution application at the Industrial Relations Court at the District Court in the area where the Joint Agreement is registered to obtain an execution determination.

As for the legal efforts against the determination of the execution of the registered joint agreement, namely by means of Cassation and *Derden Verzet*. This is because based on the provisions of Article 57 of Law Number 2 of 2004

concerning the Settlement of Industrial Relations Disputes which explains that the procedural law applicable to the Industrial Relations Court is the Civil Procedural Law applicable to the Court within the General Court environment.

Companies should ensure that all collective agreements made are registered with the Industrial Relations Court in accordance with the provisions of Article 7 of Law No. 2 of 2004. This registration is important to obtain legal certainty and guarantee workers' rights.

Company management and trade unions must improve their understanding of the content and legal force of collective agreements. Training and workshops on applicable laws and regulations, especially Law No. 2 of 2004, can help in this regard.

Make efforts for transparency and communication by encouraging transparency in communication between management and workers. Regular meetings between both parties to discuss the implementation of the collective agreement can reduce the potential for future disputes.

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