

Workers' Rights that Work in Drugs Factors (Assessed by Law of the Republic of Indonesia Number 13 of 2003 Concerning Employment)

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Abstract— *Narcotics abuse is included in the category of extraordinary crime with the threat of a very severe sentence, until it can reach the death sentence. The purpose of this article is to analyze the rights of workers or workers who work in narcotics factories in terms of the Law of the Republic of Indonesia No. 13 of 2003. The conclusion of this article is that the work agreement to produce narcotics without permission from the minister of health, is a work agreement that does not fulfill the material requirements of an agreement as stipulated in Article 1320 paragraph (3) and paragraph (4) of the Civil Code, which is contrary to the causal law, contrary to public order and legislation in this case the National Law. Then workers or laborers are not entitled to rights as workers as stipulated in labor legislation.*

Keywords—*Worker or labor rights, Narcotics, Employment and Health.*

I. INTRODUCTION

The narcotics abuse mode is carried out in various ways, namely by importing or by illegally producing narcotics, namely by producing narcotics without the permission of the health minister, not in accordance with legislation and without prior audits by the Food and Drug Supervisory Agency (Article Vide 11 paragraph (1) Law No. 35 of 2009 concerning Narcotics), which is meant by producing narcotics itself, is from the procurement of raw materials for narcotics, compounding raw materials for narcotics to recruitment and division of tasks to a group of workers or laborers in an effort to produce narcotics. The process is really well planned. This is evidenced when the trend of cases of narcotics factories continues to appear in big cities throughout Indonesia (Kompas, 2009).

Narcotics abuse is included in the category of extraordinary crime with the threat of very severe penalties, among others in the form of capital punishment, the mode of narcotics abuse carried out in various ways, namely by

importing or by illegally producing narcotics or producing narcotics without permission from the health minister, not in accordance with legislation and without prior audit by the Food and Drug Supervisory Agency. The definition of illegally producing narcotics is from the procurement of raw materials for narcotics, compounding raw materials for narcotics to recruitment and division of labor to a group of workers or laborers in an effort to produce illegal narcotics. rights as stipulated in labor legislation?.

II. DISCUSSIONS

Narcotics

Narcotics are substances or drugs derived from plants or non-plants, both synthetic and semi-synthetic which can cause a decrease or change in consciousness, loss of pain and cause dependence (Vide Article 1 paragraph (1) National Law). Based on the danger level of narcotics is divided into three groups, namely narcotics that function for medical therapy, for research, and medical therapy and for research, narcotics for medical therapy can be used to alleviate the suffering of patients while undergoing surgery, narcotics for research purposes can be used to develop drugs newer drugs (Vide Article 6 paragraph 1 letters a, b, and c National Law), forms of narcotics can be either plants or drugs (Vide Article 1 paragraph 1 National Law).

Illegal Narcotics Production

The definition of illegally producing narcotics is producing narcotics without permission from the minister of health, not in accordance with laws and regulations, without first from the Food and Drug Supervisory Agency involving a group of people working in one place, like factories in general. The definition of narcotics production is the activity or process of preparing, processing, making and producing narcotics directly or indirectly through extraction or non-extraction from natural or chemical synthetic sources or combinations thereof, including packaging and/or

changing narcotics forms (Vide Article 1 paragraph (4) National Law).

Employment Relations in Illegal Narcotics Production

Understanding involves a group of workers or laborers working in one place, in an effort to produce narcotics illegally in an effort to produce illegal narcotics, employers or leaders of illegal narcotics companies recruit workers or laborers, so that among them there is a working relationship. Workers or laborers are everyone who works by receiving wages or other forms of compensation (Vide Article 1 number 3 of the Manpower Act). Workers or laborers are all people who work for other people, what is meant by working for other people, is to work depending on other people, who give orders and send them, because they have to obey and obey other people who give the job (Asikin, 1993). Meanwhile, the understanding of the employer is (Vide Article 1 number 5 of the Manpower Act): 1) An individual, partnership, or legal entity that runs a company owned by itself; 2) Individuals, partnerships, or legal entities that stand alone running the company are not theirs; 3) Individuals, partnerships or legal entities residing in Indonesia as referred to in number 1 and 2 above are outside the territory of Indonesia.

Work relations according to Soepomo (1987) is a relationship between a worker and an employer, where the employment relationship occurs after the employment agreement between the two parties. They are bound by an agreement, on the one hand workers or workers are willing to work by receiving wages and employers employ workers or workers are willing to pay wages. Work relations are relations between employers and workers or laborers based on work agreements, which have elements of work, wages and orders (Vide Article 1 number 15 of the Manpower Act) referred to as work agreements, are individual work agreements (PKP), company regulations (PP), collective labor agreements (PKB) (Asyhadie, 2015).

The elements of work relations, are the parties as the subject of employment relations (employers or company leaders and workers or laborers), employment agreements (PKP, PP, PKB), employment, wages, and orders. Thus, the foundation of work relations is due to the existence of work agreements (PKP, PP, PKB) both in written form and verbally (Khakim, 2014). The elements of labor relations in the production of narcotics, are the subject of employment relations (employers or company leaders and workers or laborers), employment agreements, wages, and orders, in this case orders from employers or company leaders to workers or laborers, which we can call as the object of the

work agreement, namely the order to produce narcotics illegally.

Employment Agreement in Employment Relations

One element of the employment relationship, is the "work agreement", to clarify the understanding of work agreements in employment relations for the production of illegal narcotics, the author will first describe the definition of "agreement". An agreement is an act by which one person or more ties to one or more people (Vide Article 1313 of the Civil Code). Subekti (1996) provides termination of agreement, is an event where a person promises to another person to carry out something that is meant by doing something. namely: giving something, doing something, not doing anything (Vide Article 1234 of the Civil Code). Hernoko (2013) provides an understanding of agreement, is a legal action based on an agreement between two or more people to cause legal consequences that can be enforced by law, Setiawan (1987) gives an understanding of agreement, is a legal act, where one person more binding himself or mutually binding himself to one person or more. According to Mashudi and Ali (1995) agreement (afspraak) which resulted in rights and obligations. Approval of one source of engagement, another source of engagement is law (Vide Article 1233 of the Civil Code), which is discussed in this scientific work, is an agreement originating from an agreement or agreement.

Based on some of the terms of the agreement as described above, the definition of agreement according to the author is a legal act in which one legal subject or more ties to one or more legal subjects to cause legal consequences in the form of rights and obligations or legal consequences for implement something, such as giving something, doing something, not doing something, with the legal consequences that are made possible by law or in accordance with laws and regulations so that the implementation can be enforced by law.

Legal Effects, Rights and Obligations, Legal Subjects in the Agreement

As a result of the law, is the result of being given by law for an act of legal subject (Ali, 2002). The legal subject is anything that can obtain rights and obligations from law, namely human beings and corporations with legal entities and not legal entities (limited liability companies, firms, cooperatives, foundations, individual companies and others) (Syahputra, 2017). The same thing was conveyed by Marzuki (2009) "So far as legal theory is concerned, a person is being treated as a capable of rights and duties". What is said by Marzuki above, it is clear that both humans

and non-humans have the capacity to be the subject of the law or the term Marzuki person if possible by law.

Rights are certain powers in society that are given by law (statutory regulations) to a person or legal subject, rights are something inherent in human (legal subject) both physical and aspects of existence to be enjoyed as long as they do not conflict with the laws and regulations referred to as obligations, is a legal obligation, the concept of legal obligation contains the meaning of "Necessity". Based on pure legal theory from Hans Kelsen, in the "Rule of Law" (Rahardjo, 2014). It can be interpreted that in certain situations, certain consequences or consequences must occur. If it is a prohibition, order or skill. The real meaning of "must", when seen from imputation (responsibility) is responsibility (responsibility) for the behavior or attitude of his actions so that people (corporations: writers) can be punished for the behavior of their actions (Syahputra, 2017).

Legitimate Terms of Agreement

The legal requirements of a work agreement cannot be separated from the legal requirements of a civil agreement in general, and Article 1320 of the Civil Code is the main instrument to test the validity of a contract made by the parties. In Article 1320 of the Civil Code there are 4 (four) conditions that must be met for the validity of a contract, namely: 1) agree that those who bind themselves; 2) ability to make an engagement; 3) a certain thing; 4) a reason that is lawful or permissible (Subekti and Tjitrosudibio, 1980).

The common law system for the validity of contracts also requires fulfilling a number of elements, namely: a) Intention to create a legal relationship, the parties to the contract indeed intend that the contract they make is carried out according to law; b) Agreement (offer and acceptance), meaning that there must be a meeting of mind between them; c) Consideration, is a promise between the parties to mutual achievement (Hernoko, 2013). Hernoko (2013) also added the element forming the contract, in addition to the three elements above, including also: 1) Capacity of parties, skills of the parties; 2) Reality of consent, meaning that the agreement must be in accordance with its wishes, not because of any disability (eg, representation, duress or undue influence); 3) Legal of object (related to objectives or objects that must be allowed according to law).

Employment Agreement in Industry

A work agreement is an agreement, that the first party binds themselves to surrender their energy to another party, namely the employer with a wage for a certain time

(Vide Article 1601a Civil Code). Work agreement, is an agreement where the worker states the ability to work or work for the company or employer by receiving wages and the employer or employer states his ability to hire workers by paying wages (Husni, 2012).

Work agreement between worker or laborer and employer or employer which contains work conditions, rights and obligations of the parties (Vide Article 1 number 14 of the Manpower Act). Terms of employment, are the rights and obligations of employers and workers or laborers who have not been regulated in legislation (Vide explanation of Article 111 paragraph (1) letter c UUK). So for labor norms, namely the regulation of the obligation of rights for workers / employers and employers or company leaders that already exist in labor legislation, it should not be re-included in the employment agreement.

Types of work agreements, are individual work agreements (PKP) and collectively applicable employment agreements, namely company regulations (PP) and Collective Labor Agreements (PKB) (Asyhadie, 2015). PKP, is an agreement made between workers or workers individually with employers, which basically contains the rights and obligations of each party, PKP can be made orally or in writing both for a certain time or a certain time (Suwanto, 2003).

Company regulation is a regulation made in writing by the employer that contains the work conditions and company rules (Vide Article 1 paragraph (20) of the Manpower Act). Term of employment, is a regulation of the rights and obligations of workers or laborers and employers or company leaders regarding various aspects of work relations that have not been regulated or regulated by legislation (work norms). This setting is Micro Conditional. Micro in the sense that it is regulated only for certain companies individually, conditionally in the sense that the arrangement is adjusted to the conditions or capabilities of the company concerned (Suwanto, 2003).

Collective Labor Agreement is an agreement that is the result of negotiations between trade unions or several trade unions or laborers that are registered with the agency responsible for employment with employers or some businessmen or business associations that contain work conditions rights and obligations of both parties party (Vide Article 1 number 21 Labor Law). PKB, is the formulation of collective rights and obligations made through negotiations between trade unions or trade unions and management. PKB is one type of work agreement that contains the term of employment as described above.

Legitimate Terms of Workers or Labor Agreement

The validity of a work agreement (PKP, PP, PKB) must fulfill the material requirements as contained in Article 52, 55, 58, 59 and 60 of the Manpower Law and formal requirements as contained in Article 54 and 57 of the Manpower Act (Noval, 2017). In this scientific work the author will only discuss the material requirements of a work agreement. The provisions of Article 1320 of the Civil Code concerning the legal conditions of the agreement in principle remain a general guideline for the terms of the validity of the employment agreement.

The material requirements of the work agreement are: 1) Second agreement between parties; 2) Ability or ability to carry out legal actions; 3) The existence of promised work; 3) Work promised does not conflict with public order, decency, and applicable laws and regulations (Vide Article 52 paragraph (1) of Law Number 13 Year 2003 concerning Labor).

The terms of the work agreement set forth in letters 1 and 2 as described above, are subjective requirements, while the terms of the work agreement contained in letters 3 and 4 are objective conditions. In the event that a work agreement does not meet subjective requirements, the agreement can be canceled. This means that one party (for example, who is incompetent or disagrees) has the right to request that the agreement be canceled by the judge. Then, if the agreement does not meet the objective requirements, the agreement is null and void, the null and void understanding, is from the beginning considered to be no agreement or engagement so that the parties do not have a basis for mutually prosecuting the court (Khakim, 2014).

Workers or laborers are everyone who works for other people by receiving wages or other forms of rewards. Other forms of compensation referred to are in the form of goods or objects whose value is determined on the basis of agreement between employers and workers or laborers. The elements in the meaning of workers or laborers are: a) Working with others; b) Under the orders of others; c) Get a reward (Jehany, 2006).

Based on the understanding of workers or laborers in the production of narcotics, it is every person who works for employers or leaders of narcotics factories, where workers or laborers receive instructions or orders to illegally process narcotics production by getting wages. Employers (entrepreneurs or company leaders), are all people who employ other people by paying wages. Employers (employers or employers or company leaders) can be individuals, entrepreneurs, legal entities, or other bodies that employ workers (workers or laborers) by paying wages or other forms of compensation.

In narcotics abuse the employer (employer or company leader) is a legal subject (human, corporation) as a producer or has an illegal narcotics factory, employs workers or laborers or workers or laborers in a production process or distributes narcotics illegally by receiving wages. The problem is whether workers or laborers working at narcotics factories illegally get rights as do workers or laborers who work for legal companies. The rights of the workers or laborers are the rights of workers or laborers regulated in the Manpower Act, for example the rights of the workers or laborers referred to are: 1) Rights of workers or female workers: a) The right not to be employed between 23:00 a.m. 7:00 a.m. (Vide Article 76 (1) Labor Law); b) The right not to be employed when pregnant, according to the doctor's statement, endangers the health and safety of the womb when working at 23:00 a.m. 07:00 (Vide Article 76 (2) Labor Law); c) Women who work between 23:00 and 07:00 have the right to get food and drink filled with food and guarantee the maintenance of decency and security during work (Vide Article 76 (3) Labor Law). d) Right to get shuttle transportation When working at 23:00 a.m. 5:00 (Vide Article 76 (4) Labor Law). e) The right not to work on the first and second days of menstruation while giving information to the employer (Vide Article 81 of the Manpower Act). f) The right to get a rest for 1.5 months before giving birth, and 1.5 months after giving birth according to the calculation of the obstetrician or midwife (Vide Article 82 paragraph 1 of the Labor Law). g) The right to get a 1.5 month break if experiencing a miscarriage (Vide Article 82 paragraph (2) of the Labor Law). h) The right to breastfeed her child if it must be done during work time (Vide Article 83 of the Manpower Act). 2) The length of time to work: a) 7 hours a day is equivalent to 40 hours a week for 6 working days a week, or b) 8 hours a day and 40 hours a week for 5 working days a week. (Vide Article 77 of the Manpower Act); 3) Work rights and overtime wages (Vide Article 78 of the Manpower Act); 4) Right to rest and work leave (Vide Article 79 paragraph (2) Labor Law); 5) The right to obtain protection consisting of: a) Occupational Safety and Health; b) Moral and Decency; c) Treatment in accordance with human dignity and values and religious values (Vide Article 86 of the Manpower Act); 6) Right to get wages; 7) Welfare Rights, workers or laborers and their families are entitled to labor social security, can be in the form of health and employment guarantees (Vide Article 99 of the Manpower Act); 9) Right to severance pay. (Vide Article 156 Labor Law).

The rights of workers or laborers as described above, explicitly or implicitly contained in the employment agreement (PKP, PP, PKB), the conditions for workers or

laborers to get their rights as stated in the Labor Law above, then each work agreement (PKP, PP, PKB) must fulfill the material requirements regarding the validity of an agreement as stipulated in Article 1320 of the Civil Code) or has been regulated in Article 52 paragraph (1) of the Manpower Act.

Employment agreement (PKP, PP, PKB) between employer and worker in producing illegal narcotics, the work agreement has violated material conditions or objective requirements for the validity of an agreement as regulated in Article 1320 paragraph 3 and 4, or the agreement is an agreement which is made does not meet the requirements of certain objects or has a causal that is not permitted (by law or by a law in this case National Law) so that the agreement is null and void by law (nietig) (Dewitasari and Cakabawa, 2015).

The word *causa* is translated from the word *oorzaak* (Dutch) or *causa* (Latin) which is meant in terms of this agreement does not mean something that causes someone to make an agreement, but refers to the content and purpose of the agreement itself. For example in a sale and purchase agreement, the content and purpose or the cause is the one party wants the property rights of an item, while the other party wants money (Panggabean, 2010). Halal clauses mean that the contents of the agreement are not in conflict with public order, decency and law (Setiawan et. Al, 2013).

In the work agreement which contains narcotics abuse, the legislation violated by the employment agreement is the National Law in this case Article 113, 118, 123 and 129 National Law, because as stated in Article 11 paragraph (1) National Law, regulating those who have the right to produce narcotics are pharmaceutical industries that have obtained permission from the minister of health, in accordance with laws and regulations and have been previously audited by the Food and Drug Supervisory Agency (BPOM). This means that if there is a company making a work agreement to hire workers or laborers in the process of producing narcotics, while the company does not get permission from the health minister, it is not in accordance with the law and is not audited by BPOM, the work agreement is null and void, because the contents of the employment agreement contain non-halal causes, namely violating National Law, as a result of the law workers do not get legal protection as stipulated in labor laws and regulations.

III. CONCLUSION

The work agreement to produce narcotics without permission from the minister of health, is a work agreement

that does not meet the material requirements of an agreement as stipulated in Article 1320 paragraph (3) and paragraph (4) of the Civil Code, the work agreement is contrary to the halal causal of an agreement in general, contrary to public order and legislation in this case the National Law, the purpose or object of the work agreement in this case is producing narcotics illegally, not allowed by law or prohibited by National Law with the threat of criminal sanctions, the employment agreement not fulfilling the material requirements as stated in Article 52, 55, 58, 59 and 60 of the Manpower Law due to the law, the work agreement is null and void or the employment agreement is deemed non-existent and the worker is not entitled to rights as workers or workers as regulated labor legislation, sample only workers are not entitled to their rights as stipulated in Article 76 (1), Article 77, Article 78, Article 79 paragraph (2), Article 86, Article 99, Article 156 of the Labor Law.

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