

# Legal Status and Protection Salt Farmer Workers

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## ABSTRACT

Salt is a commodity that is continuously needed by the community. Salting activities are carried out by coastal communities. In reality, salting activities are carried out by salt farmers who are not the land owners and who bear the risk of loss. The relations construction between the pond owners and the pond workers is interesting to study, because the relationship is not only land rent, but there is a working relationship. The position of pond workers based on the manpower law and the job creation law will be analysed in this paper. The method used was normative approach. The legal position of pond workers based on the manpower law is a working relationship, which includes work, orders and wages. Pond workers are PKWT workers. This is because pond workers only work during certain season, namely the dry season. Legal protection for pond workers is provided based on employment provisions that entitled to wages according to the UMK (Regional Minimum Wage), work accident insurance and risk of loss.

**Keywords:** *Protection, Legal Status, Farmer Workers.*

## 1. INTRODUCTION

Salt is one sector that has important role for the community because salt has many uses, especially for consumption and industrial uses. Therefore, salt is one of the ingredients that continuously needed by the whole community.

Looking at the importance of salt products and the high need for salt, making salt production as important income source for the people and government of Indonesia, especially people who live at the coast, such as the Madurese community.[1] Madura is famous for one of its productions, namely salt production. In some coastal areas in Madura, the people have no other profession besides being salt farmers. There are thousands of hectares of land used as salt ponds in each regency in Madura. So that most coastal communities make a living as salt farmers.

Salt production is not only to meet consumption and industrial interests, but also relates to employment opportunities for the community, especially in coastal areas so can improve the economy and it is hoped that thousands of salt ponds will be able to minimize the unemployment rate by accommodating more workers to improve public welfare. To ensure this welfare, legal protection is needed.

The condition of salt farmers as in the life of coastal communities generally faces experience various problems that cause them run into poverty. The lives of coastal communities are more dependent on utilizing natural resources whose conditions cannot be predicted with certainty and require large funds.[2] Likewise, the majority of the population's education level is low and their business skills are very limited.[3] Socio-economically, salt farmers who control large lands are relatively more advanced/richer compared to farmers who control narrow lands, especially sharecroppers/laborers who are generally more underdeveloped/poorer.

The condition and characteristics of salt farmers are also illustrated by the number of salt producers in Madura, which consist of owner farmers and sharecroppers or mantong farmers, amounting to more than 4,000 people. The existence of sharecroppers or mantong cannot be underestimated by considering that their existence about 80% of the existing salt farmers. Most of the salt farmers lives are still below the poverty line. [4] Another less favourable characteristic is the condition of the low level of education of salt farmers and very limited business skills.

The welfare of salt farmers, until now, still leaves a problem. Many complaints from salt farmers about the high production cost, low prices and the capital difficulty

seems to indicate that salt farmers are not yet fully prosperous. Whereas the high salt industry should also be in line with the high level of salt farmers welfare. This may be due to the poor management of the salt trade, coupled with the low level of production efficiency. Salt farmers tend to be weak in determining the price and salt availability. From time to time there are always complaints from several salt farmer associations about the lack of oversight to the trade system.

The trade system, commonly known as marketing, covers all businesses that cause the transfer of goods ownership rights and the maintenance of their distribution. Smooth marketing of agricultural products is supported by actions and treatments that will facilitate the flow of goods from producers to consumers, which according to them is caused by the salt mafia existence which usually refers to suppliers or collectors. This shows that post-harvest traders such as collectors or processing factories mostly determine prices and profit from the salt price in the consumer market. This of course puts farmers in weak position, by perforce usually farmers sell their harvests to middlemen even though with cheap the price, moreover it is the only income to support and meet the needs of the family.

Most (40.34%) of the costs incurred were for labour during preparation before harvest and maintenance during the harvest period. Due to the high cost of labour, most of the sharecroppers carry out production activities by utilizing labour from their immediate family. This is of course very unfortunate because production activities that should provide job opportunities for other people actually become problem for the farmers. In addition, employing their own family should also pay attention to their rights as workers, it does not mean that it can actually harm their own family.

Based on Constitution of the Republic of Indonesia, Article 27 paragraph (2) which reads: "Every citizen has the right to work and decent life according to human standards ". Based on the article the state has obligation to provide job to the citizen, but not just a job because the job must be able to provide a decent living for humanity. The construction with job guarantees from the state and decent living is a form of state legal protection for workers, including salt farmers.

Protection of workers is carried out in order to ensure the rights of workers as well as equal treatment without discrimination so that the prosperity of workers and the workers families can be realized in accordance with the purpose of the statutory regulations. In Manpower regulation, the thing that underlies the relationship between workers and employers is a working relationship, Article 1 paragraph (15) reads that the binding relationship between employers and workers is based on work agreement, which is consisting of workers, salaries, and orders.[5] In the construction of relations between the farmers and the workers of salt

farm, there are still several things that need to be analysed, mainly concerning the position of the salt workers. In the construction of working relationship, there are elements of workers, wages and orders. The relationship between pond owners and pond workers is land rent, while the capital for pond business is borne by the workers with the risks that arise later. The construction elements of orders and wages are still very vague. So, this paper focuses on discussing the legal position of salt workers and the construction of legal protection.

## **2. RESEARCH METHOD**

Normative legal research, as has been stated that legal science is not a behavioural science. [6] The law science is very different from the others, the meaning of being different is to have characteristic that reflected in the normative nature. [7] So this type of research has referred to the legal norms contained in the literature study of legal materials, both primary legal materials and secondary legal materials. Normative legal research is to find the truth based on a system or procedure of scientific research to find its normative aspect. The approach used in this paper is statute approach and conceptual approach. Descriptive qualitative data analysis is by analysing data that cannot be calculated. Legal materials obtained in the discussion, examination and grouping into sections to be processed into information data, namely systematic and grammatical.

## **3. RESULT AND DISCUSSION**

### ***3.1 Working Contract and the Parties in the Working Relationship***

The definition of working contract that state in Civil Code Article 1601(a) that working contract is an agreement between worker and employer based on element of authority, order, to do a job within a certain time by receiving wages.

In Manpower Law, Article 1 (14) provides a new understanding of employment agreements, namely that employment agreement is an agreement between worker and employer that consist of the terms of work, rights and obligations of the parties. According to experts, Iman Soepomo defines it as agreement where one party binds himself to work for another party for a certain time by receiving wages and other parties have to pay wages.[8]

The parties involved in employment agreement are parties who also involved in employment law. The parties in employment law are very broad, not only involving laborers/workers with employers/entrepreneurs, but also parties involved in industrial relations who interact with each other according to their position in producing goods or services. The parties in the employment law are workers, employers, trade unions, employers'

organizations and the government.[9] Meanwhile, according to Subekti, it is agreement between "workers" and an "employer", an agreement that has the character of the agreed wage and the relationship between superiors and subordinates which in Dutch is called *dienstverhouding*, which is the employer has the right to give orders that are obeyed by the other party. [10] Furthermore, Ridwan Halim states that employment agreement is agreement entered into between certain employer (entrepreneur) and certain worker or labourer, which generally relates to all requirements that must be met on reciprocal basis by both parties, in accordance with the rights and obligations of each.[11] Before fulfilling the rights and obligations, the terms of the Employment Agreement are explained as follows: [12]

- a. There is agreement between the two parties
- b. The existence of competence of the parties who make the agreement,
- c. The substance of the agreement does not contradict with the law

Agreements are divided into two types of employment agreements, the types of agreements in the employment agreement consist of Certain Time Employment Agreement and an Unspecified Time Implement Agreement (PWKTT), the provisions of PKWT and PKWTT is explained in Law No 11 of 2020 concerning Job Creation of Employment Cluster, the explanation will be explained below: The definition of PKWT is a working contract contain of a work agreement which according to its type and nature is a job that is completed for a certain time between workers and employer.

In addition, PKWT is also explained in the Job Creation Law No. 11 of 2020, namely employment agreement for certain time whose time is limited according to the type and nature of the activity whose work will be completed within a certain time, which is as follows: "work that is completed in one go, work that does not take a long time, seasonal work, work that produces new goods, or goods that are still being tested or types of work that are not permanent jobs".

PKWT can be based on two things, namely; there is a predetermined time and a job has been done. [13] PKWT must also comply with the provisions of the Civil Code of book III regarding engagement Article 1320 regarding the validity of an agreement because basically PKWT is an agreement. PKWT agreement is declared valid if:

- a. there is agreement between workers and employer
- b. the ability of both parties
- c. there is certain object
- d. there is a lawful cause; does not conflict with laws and regulations, public order, and decency

PKWT cannot be carried out on work that is permanent, it can be carried out for certain jobs which by type, nature and which will be completed for a specified

time. Even though they are not permanent workers, the PKWT still fulfils the requirements of valid agreement according to the law, as well as the work system and contains elements of orders, rights and obligations as well as wages, only the form of which has a period of time determined by the company for workers.

## ***2.2. Legal Protection in Working Relationship***

Legal protection to protect workers as regulated in the Manpower Law no. 13 of 2003, namely a form of protection that regulates workers with disabilities, protection of children not to be employed, protection that regulates female workers, protection of working hours, and finally protection of workers wellbeing and work safety. The provisions show that in Indonesia the right to get work has acquired an important place and is protected by the 1945 Constitution. Employment law relates to the right to get a job which is one of the human rights guaranteed by the state so that workers will get their rights normatively from the employer, also get legal certainty and justice.

Protection is place to take shelter, a measure (actions and so on) to protect.[14] Protection of workers is aimed at guaranteeing the basic rights of workers with equal and non-discriminatory treatment so that welfare for workers and their families can be achieved while still taking into account the interests of the employer.

According to Philipus, legal protection is always related to power, namely government power and economic power. The power of the government is related to the legal protection for the people by the government. Meanwhile, economic power is related to legal protection for economically weak parties against economically strong parties. In this case, it is legal protection for workers against employers. [15] According to Zainal Askin, legal protection from the employer's power can be fulfilled if it is normatively guaranteed in the labour laws that require or force employers comply with the provisions of the law are actually implemented by all parties on the grounds that the validity of the law cannot be measured legally.[16] According to Philipus, it is the principle of recognition and protection of human dignity which is rooted in Pancasila. [17] Legal protection in industrial relations there is a guarantee from the state to get their rights as workers. [18]

Workers are part of the Indonesian people who need to be protected, the principle of legal protection basically includes 2 things, namely the principle of recognition and protection of human rights, especially for workers at this time is the conversion of natural human rights into legal rights (positive). Adherents of the dogmatic juridical school argue that the existence of legal guarantees contained in the formulation of legislation is a legal certainty that must be realized. Based on this understanding of the law, the Manpower Law as one of

the written laws in which it regulates government policies in the field of employment and working relationship, of course requires legal certainty of the provisions contained therein. If certainty in turn confirms justice, then the objective of manpower law which is oriented towards creating legal protection and labour justice will not be achieved. Because the aspect of conscience is certainly needed as a conscience, in order to balance the orientation of the two existing components, namely certainty and justice.

Regarding the legal protection definition for workers, it can be interpreted as efforts made to provide protection to workers to enjoy their rights and prevent violations committed by employers or entrepreneurs as regulated in laws and regulations. The purpose of providing legal protection to workers is to ensure the fulfilment of a good working relationship of mutual support without being accompanied the existence of pressure treatment from the strong party to the weak party. In addition, the purpose of legal protection for workers does not only cover the ongoing working relationship but also when the working relationship ends. The working relationship ends may be due to the termination of the employment agreement or due to the employer's action of terminating the employee. This is where the purpose of legal protection is to provide the fulfilment of workers' rights after the end of the legal relationship.

The working relationship between employers and workers is actually based on protection and legal certainty for both parties against problems that arise during the implementation of work. One form of legal protection and certainty for workers and employers arises as result of employment agreement, as explained in Manpower Law Article 1 point 14, which states that "a employment agreement is an agreement between worker/labourer and entrepreneur or employer that contains the working conditions, rights, and obligations of the parties".

Based on Manpower Law (Article 86), every worker has the right of occupational health and safety, to realize optimal work productivity it is necessary to guarantee work safety and health. The scope of labour social security program in this law includes: Work Accident Insurance, Old Age Security and Healthcare Insurance. Healthcare is the right of workers (JPK).

In the explanation above, it can be concluded that legal protection in working relationship is very important, especially for workers because the nature of workers is weak, meaning that workers are under the employer or work owner and the workers bind themselves and willing to work with employers because they aim to get wages and welfare. In this way, workers will always carry out their work according to the employer's orders. The existence of legal protection for these workers will create a conducive atmosphere for the business world in Indonesia.

### **2.3. Legal Status of Salt Farmer Workers Based on the Manpower Law**

The working relationship is important thing for working life, it occurs between employers and workers who are equally bound. This attachment arises due to the existence of an agreement that has been agreed between the employer and the worker which is carried out before the worker starts working. Working relationship is a basic and important relationship of industrial relations.[19]

The elements of employment agreement in a working relationship are regulated in Article 1 point 4 of the Manpower Law as follows:

1. There is work (Arbeid)  
The work itself occurs in accordance with the agreement made by the entrepreneur and the worker/labourer, in determining the work, the skills and expertise of the worker are adjusted because the work will only be carried out individually by the worker himself
2. There is an Element of Order (Gezag ver houding)  
The work given by the entrepreneur as an order to the worker which should be obeyed in accordance with the agreement before starting to do the work, in this case the worker/labour has the position as the recipient of the order, the order is a responsibility that have been implemented by the worker which was previously contained in the employment agreement.
3. There is a Wage (Loan)  
Wages are a form of a gift received for the work that has been done by the worker/labourer. If wages do not exist, the working relationship cannot be carried out because these elements are related and have a cumulative nature, that is, if one of them is not fulfilled, it cannot be called a working relationship. [20]

In working relationship, the existence of an employment contract between the worker and the employer. Workers in the Manpower Law, namely in the Manpower Law Article 1 point (3) reads that a worker is that everyone who works by receiving salaries or other forms of remuneration.

From the definition of the Manpower Law, obligations and rights emerge. The rights of workers include: [21] right to get wages, right to decent work, right to be free to choose jobs depend on the ability, right to foster honesty skills, guarantee the right to protection of occupational safety and health as well as non-discrimination, right to association and right to negotiate or settle industrial relations disputes through bipartite, mediation, conciliation, arbitration and settlement through the courts.

Employment agreements can be made in writing and unwritten, but for the protection of workers the agreement should be made in writing, this is to ensure certainty of the rights and obligations of the parties, and can also be useful as evidence in the event of a dispute. The term of the employment agreement can be made for certain time (PKWT) for those whose work relationship is limited by the validity period or completion of a particular job, or it can also be made for an unspecified period of time (PKWTT) for work relationships that are not limited in time. [22] In the context of the working relationship between salt workers/laborers and the owners of the ponds, it is PKWT relationship because the working time is certain, namely during the production of salt only and ends after the production process is complete.

A certain time employment agreement (PKWT) or employment agreement for contract employees. The status of the worker is a temporary worker or contract worker. While the employment agreement for an unspecified time (PKWTT) or contracted workers indefinitely, the status of the worker is constantly worker. Article 57 Manpower Law explains that particular period employment contract (PKWT) made using the Indonesian language and in written. The provisions contained in this article are used to guarantee or maintain things that are not desirable when the employment contract has expired. A written employment contract for particular period that does not use the Indonesian language will be declared as employment agreement for indefinite period since the occurrence of working relationship between the two parties. If an employment agreement for certain time is made in Indonesian and foreign language, then there is conflict of meanings, the Indonesian language is used. After certain time employment agreement (PKWT) has been signed by both parties, the employment agreement must be registered with the agency responsible for manpower affairs at the local domicile regency /city with maximum grace period of 7 (seven) days from the signing.

Manpower Law Article 59 (1) explains certain types of work that can be agreed upon in an employment agreement for a particular period, including: work that is once finished or temporary, work completed no longer than 3 years, work done in a certain season, new goods and supplementary goods that are still under trial or exploration.

Certain time employment agreements can be made with maximum grace period of 2 (two) years and can be regenerate once with grace period of 1 (one) year. If the entrepreneur intends to renew the employment agreement for certain time (PKWT), the entrepreneur must notify the worker/labourer in writing at the latest 7 (seven) days before the expiration of the employment contract. If these provisions are not fulfilled, then by law employment

agreement for certain time will turn into employment agreement for unspecified time.

In this context, new employers need labour only during the salt production season and this type of work is a job that completed once in its season. In the amendment to Article 59 (c) Job Creation Act in the employment cluster, it is stated that the employment agreement between the employer and the worker in the context of salting is a seasonal job. In Government Regulation No. 35 of 2021 concerning Certain Time Employment Agreements, Outsourcing of Working Time and Rest Time and Termination of Employment, it is a type of seasonal work which done in a certain season and depends on the season/weather and certain conditions (Article 7 paragraph (1) PP No. 35 Year 2021). The PKWT contract regulates the rights and obligations of each party, which includes the identity of the parties, the type of work and the amount of wages (article 11 paragraph (2)). In addition, employers are also required to fulfil workers' rights, including the right to social security programs (Article 11 paragraph (3) PP 35 of 2021). The new thing that regulated is regarding compensation money, where if the PKWT ends, the entrepreneur is obliged to provide compensation money to workers/laborers.

The relationship between salt farmers and salt farmers worker is a working relationship between employers and workers. There is a job which in this context is a work to cultivate the pond land. In this case, the pond workers receive orders from the pond owner. The definition of wage in this relationship is not a salary that is received every month, but there is something that is agreed upon as a reward for the work, namely the concept of profit sharing for profits from cultivating the pond land. In this relation, it turns out that when examined under the Manpower Law, there is no guarantee of wages that are in accordance with the provisions of the UMK. Furthermore, if an accident occurs during work or if there is a loss in the pond land cultivation, then it becomes the responsibility of the pond workers. The risk of loss on land cultivation costs and costs for accidents during work is also the responsibility of the workers. This should be the responsibility of the land owner who is the employer. It is necessary to guarantee protection so that the rights of salt pond workers can be granted and this is the responsibility of the land owner and the government.

#### **4. CONCLUSION**

There is a working relationship between the pond owners and the workers. There is a work that is cultivating the pond land, the order from the land owner to the pond workers is to cultivate the pond land. Wage construction, which is stipulated in the Manpower Law, is paid monthly and based on the UMK in this context, is different because the definition of wages is profit sharing between the pond workers and the pond owners. Based

on the work type, salt pond workers are certain time workers (PKWT) because pond workers only work in certain seasons, namely summer/dry. Regarding the losses while cultivating the ponds and the risks during the work are the responsibility of the pond workers. Based on the construction of employment law protection then that pond workers get the right for the work accidents, the risk of loss should also be the responsibility of the land owner. The function of government as employment inspector can also be carried out more optimally to ensure the fulfillment of the rights of salt pond workers.

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## REFERENCES

- [1] Kuntowijoyo, *Social Change and Agrarian Society of Madura*, Mata Bangsa, Jogjakarta, 2002, p. 396.
- [2] Slamet, Widodo, *Strategi Nafkah Berkelanjutan Bagi Rumah Tangga Miskin di Daerah Pesisir*. *Makara Seri Sosial Humaniora* 15(1), 2011, p. 10-21.
- [3] Rika, Sahara, "Ethnical Barries Tenaga Kerja Lokal Tambak Garam di Kota Surabaya Dalam Persepektif Kulaitatif Etnografi", *Economie*, Vol 1 No 2, Januari, 2020, p. 45.
- [4] Ihsannudin, *Pemberdayaan Petani Penggarap Garam Melalui Kebijakan Berbasis Pertanahan*. *Jurnal. Activita* 2 (1), 2012, p. 13-22
- [5] *State Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower Article 1 Paragraph (15)*
- [6] Peter, Mahmud, Marzuki, *Legal research*, Jakarta: Kencana Prenada Media Group, 2005, p. 42.
- [7] Jhonny, Ibrahim, *Theory and Methodology of Normative Legal Research*, Surabaya, Bayumedia Publishing, 2005, p. 12.
- [8] Iman, Soepomo, *Labor Law - Working Relationship*, Jakarta, Edition VI, Djamban, 1987, p.51.
- [9] Maimun, *An Introduction to Employment Law*, Pradnya Paramita, Jakarta, 2007, p. 11
- [10] Subekti, *Various Agreements*, Bandung, Alumni, 1977, p. 63.
- [11] Ridwan, Halim, *Labor Law in Questions and Answers*, Jakarta, Ghalia Indonesia, 1990, p. 1.
- [12] Aries, Harianto, *Employment Law the Meaning of Morality in Employment Agreement*, Yogyakarta, 2016, p.208.
- [13] Maimun, *Employment Law: An Introduction*, Pradnya Paramita, Jakarta, 2007, p. 63.
- [14] WJS.Poerwodarminto, *Big Dictionary of Indonesian Language*, www.artikata.com,
- [15] Philipus, M., Hadjon, *Legal Protection in the Law State of Pancasila*, Bandung, Armico, 2003, p. 42.
- [16] Zainal, Askin, et.al., *Basics of Perbruh law*, Jakarta, Raja Gafindo Persada, 1993, p. 5.
- [17] Philipus M. Madjhon, *Legal Protection in the Law State of Pancasila*, Bandung, Armico, 2003, p.19.
- [18] Devi, Rahayu, *State Responsibility in Fulfilling the Rights of Indonesian Migrant Workers During Pandemic Era*, *Advanced in Social Science, Education and Humanities Research*, vol 473, 3rd International Conference on Social Science (ICSS 2020), Atlantis Press, p 719.
- [19] Devi, Rahayu, *Hukum Ketenagakerjaan Teori dan Studi Kasus*, Yogyakarta, New Elmaterra, 2011, p. 75.
- [20] Budi, Santoso, *Employment Law on Cooperative Agreement*. Malang, UB Press. 2012, p. 9.
- [21] Darwin, Prints, *Indonesian Labor Law*, Bandung, Citra Aditya Bakti, 2000, p. 35
- [22] Lalu, Husni, *Pengantar Hukum Ketenagakerjaan*, Jakarta Raja Grafindo Persada, 2016, p. 67.