



The Implementation of Employment Agreements in Indonesian Labour Law Based on Justice of Pancasila

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Abstract. This article examines the implementation of employment agreements that give rise to legal relationships between employers and workers/employees based on Indonesian labour law. As an essential element, there needs to be a balanced position between the parties in this agreement to realise the concept of property rights justice. However, in practice, employers become more dominant than workers/employees due to their favourable position. The employment agreement is a *dwang* contract, which must be subject to labour law, and therefore the parties cannot determine their own wishes in the agreement. This often creates an imbalance between employers and employees. Although the principle of freedom of contract should apply in agreements, due to the unbalanced position of the parties, especially workers, they cannot freely make employment agreements according to their wishes. The method used in this research is normative juridical legal research method. Work agreements are usually made by companies, so in general they prioritise the things that the company wants, but that does not mean that companies can ignore workers. Some of the problems that cause inequality in this agreement are non-conductive working conditions, the wage system, the mechanism for terminating employment, and the lack of fulfilment of workers' rights. Ideally, the concept of a work agreement that is in line with the development of the business world must protect the rights and obligations of the parties and support the economic development of the nation and state so that it can adapt to the demands of globalisation. The principle of proportionality in employment agreements is needed to fulfil the sense of justice of each party, both employers and workers, in accordance with their respective portions.

Keywords: Economic Development · Employment Agreement · Labour Law · Globalization

1 Introduction

Indonesia is a unitary republican state based on Pancasila. Which in the Preamble to the Undang-Undang Dasar 1945 that The purpose of forming the unitary state in the Republic of Indonesia is to secure the entire people of Indonesia and all of Indonesia's lands, to promote public well-being, to improve the life of the nation, and to contribute

to the establishment of a global order based on freedom, perpetual peace, and justice. Social services for all Indonesian people. This is in line with the contents of Pancasila which is the state fundamental norm. One of the efforts to promote general welfare and social justice is through national development in the employment sector, because this sector is a pillar of support for the nation's economic development. The government always strives to carry out development in the employment sector to realize general social welfare and social justice, especially for parties involved in employment, both business actors and workers. However, until now there are still many problems arising in the field of employment.

As is the case with other laws, labor law has a function as a means of social renewal that channels the direction of human activity in a direction that is in line with the way in which it would like to see jobs created [1]. The development of labor law as one of the efforts in realizing national development is directed at regulating, fostering and supervising all activities related to manpower so that order can be maintained to achieve justice. Regulation, guidance and supervision carried out based on the applicable laws and regulations in the field of manpower must be adequate and in accordance with the increasingly rapid pace of development so as to anticipate demands for manpower planning, fostering industrial relations and increasing labor protection [2].

To determine the direction of development we must follow developments and community needs. Society is always dynamically moving to adjust to situations and conditions as time goes on, and we are unable to avoid these changes that occur in all fields, be it technological advances, as well as social and cultural. This has an impact on changes in behavior in society which may have to be adjusted to the changes that occur. Usually every change brings consequences that must be faced and addressed in a wise and prudent way so as not to cause problems that will actually hinder progress and change in that society, because the progress of the times and changes in society are supposed to occur so that humans become more qualified and more productive. Good going forward. To understand the direction of legal development, the theory of legal development is the most appropriate and existing legal theory in Indonesia, this is because the theory was created by Indonesians by looking at the conditions and culture of Indonesian society. Therefore, with the benchmarks of the dimensions of the theory of development law, it was born, grew and developed in accordance with Indonesian conditions so that in essence it is very appropriate that if implemented it will be in accordance with the conditions and situation of a pluralistic Indonesian society with the cultural diversity of its people.

The theory of legal development was popularized by Mochtar Kusumaatmadja, who changed the notion of law as a tool to become law as an instrument for community development. The main ideas that underlie this concept are that order and regularity in development and renewal efforts are indeed desired, even absolutely necessary, and law in the sense of norms is expected to be able to direct human activities in the direction desired by the development and renewal itself. Therefore, it is necessary to have facilities in the form of legal regulations, both written and unwritten, which must be in accordance with the laws that live in society. Mochtar Kusumaatmadja believes that the notion of law as a means is broader than law as a tool because:

1. In Indonesia the role of legislation in the process of law reform is more prominent, for example when compared to the United States which places jurisprudence (particularly the decisions of the Supreme Court) in a more important place.
2. The concept of law as a “tool” will produce results that are not much different from the application of “legism” as it was held during the Dutch East Indies era, and in Indonesia there is an attitude that shows the sensitivity of society to reject the application of such a concept.
3. If the “law” here includes international law, then the concept of law as a means of community renewal has been implemented long before this concept was officially accepted as the basis for national legal policy [3].

Mochtar Kusumaatmadja believes that law is a tool for maintaining order in society. Judging from its function, the nature of law is basically conservative, which means that law preserves and maintains what has been achieved. This function is necessary in every society, including developing societies, because there are achievements that need to be maintained, protected and secured. But a developing society means a society that is changing rapidly, and the law must be able to support the process of change in that society. The old view of law, which emphasises the function of maintaining order in a static sense and emphasises the conservative nature of law, assumes that law cannot play a meaningful role in the process of reform [4].

In carrying out and directing the process of social change to bring about an ideal social order, the Government assumes a big and important role and responsibility, realizing the goals of the country, in a concrete situation in Indonesia means carrying out nation-building which basically means also directing social change that is business-centred. to modernize the life of the Indonesian nation [5]. The development law theory includes structure, culture and substance as stated by Lawrence W. Friedman. Mochtar Kusumaatmadja added that there is a practical purpose (for the sake of developing) as suggested by Roscoe Pound and Eugen Ehrlich, where there is a correspondence between the statements of both Laswell and Mc Dougall that the collaboration of law students and practitioners is ideally capable of producing a doctrine of law (a theory about law), a theorise that has a pragmatist dimension or utility.

Developing the national legislation in the areas of manpower has always been a concern of the government from year to year following the times by trying to accommodate all aspects of both things needed by business actors and workers by trying to achieve the goals of the country as contained in Undang-Undang Dasar 1945. as the basis of the state and Pancasila as the philosophy of the Unitary State of the Republic of Indonesia. It can be seen from the history of labor law and the politics of the development of labor law that currently many aspects have been accommodated to achieve prosperity and prosperity for all Indonesian people. The function of law as a means of renewal in society is to direct society in a better direction in order to create order in society. Law can be a means of renewal for the community if the law is accepted by the community and the law that is accepted by the community is of course the law born out of the needs of the community. Law plays an important role in a society, and even has multifunction for the good of society, in order to achieve justice, legal certainty, order, benefit, and other legal purposes.

Regarding labor law in Indonesia, it has been regulated in Undang-Undang no. 13 tahun 2003 tentang Ketenagakerjaan, which regulates all matters relating to labor before work, during work, and after work. Besides that, Perpu No 2 Tahun 2022 tentang cipta kerja has also been passed, which also regulates the section on employment. However, the emergence of this new regulation has not answered the sense of injustice for each party because it is still in an unbalanced position.

However, besides the law as a source of law in labor law, it is also known as other sources of law that are autonomous, namely employment agreements and company regulations. The employment agreement is an essential element in labour law, because it creates a legal relationship between the parties. This is what underlies the existence of a working relationship that gives rise to an exchange of rights and obligations between the parties, namely business actors and workers. So that the rights and obligations of the parties can run well, then in making contract, it should be subject to the principles and rules of contract laws, that is to say The freedom of contract, the consensual principle, the 'pacta sunt servanda' principle, the good faith principle, the personality principle, the trust principle, the legal equality principle, the balance principle, the legal certainty principle, the moral principle, the decency principle, the customary principle and the protection principle [8].

With the existence of this employment agreement, it should be a preventive measure for the parties to avoid problems that may occur in the future, because everything that has not been regulated in the laws and regulations can be stated here as long as it does not conflict with existing laws and regulations. The parties to the work agreement should have equal rights and positions in accordance with their respective portions to achieve justice and legal certainty, as well as provide legal protection for the parties involved:

From the description above, it can be drawn the formulation of the problem as follows:

1. What are the problems in the labor sector in Indonesia?
2. How is the implementation of employment agreements in labor law based on Pancasila justice?

2 Research Methods

To investigate the problems in this study, the authors use a research method: normative legal research, because it consists of researching legal principles. "Researching law is done to develop an argument, theory or a new concept as a solution to a law problem" [6]. The choice of research method is closely related to the formulation of the problem and the object to be studied, as well as the scientific tradition [7]. The choice of the method used to carry out the analysis is related to its needs, namely academic needs and practical needs. This research is research for academic purposes, so this research is normative legal research and doctrinal research. Normative legal research is used in the analysis of this dissertation because it is based on the peculiarity of legal science itself, which lies in its research method, which is a legal normative research method. As Bahder Johan Nasution puts it, "Normative legal research is research that pays close attention to existing positive legal buildings, maintains and develops them with logical buildings" [9], by examining based on the level of legal dogmatics, legal theory and legal philosophy. This

normative research method is used to analyse laws and regulations, jurisprudence, and contracts. Meanwhile, doctrinal research is used to analyse legal principles (contracts), legal literature, views of highly qualified legal scholars (doctrine), and comparative law.

This normative research method is used to analyse laws and regulations, jurisprudence, and contracts. Meanwhile, doctrinal research is used to analyse legal principles (contracts), legal literature, views of highly qualified legal scholars (doctrine), and comparative law using a historical approach, conceptual approach, comparative approach and statute approach. The technique for collecting legal material that supports and relates to the presentation of this research is a document study (literary study). Document study is a tool for collecting legal material. It is carried out through written material using content analysis. This technique is useful for obtaining a theoretical basis by reviewing and studying books, laws and regulations, documents, journals, archives, reports and other research results related to contracts, labour agreements, employment and the principle of proportionality according to the author's research. Data analysis was performed in this study after the authors obtained data from primary legal materials, secondary legal materials and secondary legal materials. The data obtained was identified, then inventoried and classified according to the formulation of the problem under study. These data were then linked to and compared with legal principles, norms, principles and theories, and analysed using legal interpretations.

3 Result / Discussion

3.1 Problems in the Employment Sector in Indonesia

3.1.1 Labor Law in Indonesia

Labor law is often referred to as labor law. Several expert opinions regarding the definition of labor law are as follows:

1. A. N. Molenaar

Labor law is a part of applicable law, which regulates the relationship between workers and workers, workers and employers, workers and authorities, and employers and employers.

2. M.G. Levenbach

Labor law is a law relating to work relations, where work is carried out under a leader, and with life circumstances that are directly related to work relations.

3. Mok

Labor law is law relating to work, which is carried out under the leadership of other people and with life circumstances that are directly related to that work.

4. EH Van Esveld

Labor law is part of positive law which covers the relationship between workers and employers, including workers who do work on their own responsibility.

5. Mam Soepomo

Labor law is a set of regulations, both written and unwritten, relating to an event where a person works for another person, by receiving wages [10].

In the field of labour law, there are two types of sources of law, namely: autonomous sources of law and heteronomous sources of law. The source of autonomous law is in the form of legal provisions established by the parties who are bound in an employment relationship, namely workers and employers. For example: Employment contracts and company rules. Heteronomous sources of law are legal provisions established by third parties who are outside the parties bound in an employment relationship. For example, all laws and regulations in the field of employment [11].

Globally, the International Labor Organization is the ILO which is an agency of the United Nations (UN) that continues to strive to encourage the creation of opportunities for women and men to obtain decent and productive work in a free, fair, safe and dignified manner. The main objectives of the ILO are to promote rights at work, encourage decent work opportunities, improve social protection and strengthen dialogue to address issues related to the world of work (ILO). In 1998, the ILO enacted labor standards which are a basic form of human rights and the core of decent work, including the state of Indonesia. Indonesia's labour law is currently regulated through Undang-Undang No. 13 tahun 2003 tentang Ketenagakerjaan, which regulates all matters relating to labor before work, during work, and after work. Besides that, Undang-Undang No 6 Tahun 2023 tentang Cipta Kerja has also been passed, which also regulates the section on employment. However, the emergence of this new regulation has not answered the sense of injustice for each party because it is still in an unbalanced position. There are still many people who oppose the enactment of this perpu.

Ideally, labour law serves as a balance between the interests of workers and employers, based on the socio-economic conditions of workers under employers or companies. Therefore, it is understandable that the employment relationship has not only entered the realm of private law, but has also become public law, which aims to provide protection for workers. Labour law has attempted to provide protection for workers, given the unequal position between workers and employers or companies, but this tends to be inversely proportional to the employment contracts, which usually have the employer or company as the more dominant party. The employment contract is one of the most important things in labour law because it is an essential element. The employment contract creates a legal relationship between the employer and the employee. Employment contracts are compulsory contracts (dwang contracts) because the parties cannot determine their own wishes in the contract [10].

3.2 Labour Rights and Obligations of Parties

Labour rights and obligations of the parties are as follows:

- A. The rights of entrepreneurs or companies
 1. The company has the right to the results of the employee's work.
 2. The company has the right to command/manage employees or workforce with the aim of achieving targets.

3. The company has the right to terminate the employment of workers/laborers/employees if they violate the conditions previously agreed upon.
- B. Obligations of employers or companies
1. Paying
 2. Give equal opportunity
 3. Provide job training
 4. Determination of humane working time
 5. Provide work safety facilities
 6. Listening to aspirations
- C. Workers' rights
1. Become a member of a labour union
 2. Social security and work safety
 3. Receive a decent wage
 4. Make work agreements or collective labour agreements
 5. The right to unfair layoff protection
 6. Rights of women workers such as maternity leave, childbirth and PMS
 7. The right to limit working time, rest, leave and holidays
- D. Employee obligations
1. Must obey the leadership
 2. Must be loyal to the company or entrepreneur
 3. Must protect company data or business secrets.

3.3 Problems in Labor Law in Indonesia

There are many problems that are still problematic in the labor sector in Indonesia, including: there are imbalances in employment agreements, namely working conditions that are not conducive, related to the wage system, the mechanism for termination of employment (PHK), and the lack of fulfillment of workers' rights. Lately there have been large-scale layoffs (PHK) by companies, this has added to the unemployment rate in Indonesia, "The wave of layoffs (PHK) occurred amidst the global economic turmoil (CNN Indonesia, 2022)". The Minister of Manpower (Menaker) Ida Fauziyah stated that there were 10,765 cases of termination of employment alias layoffs as of September 2022.

Labor (Human Resources) is an aspect that is very influential on all economic developments in the world. Labor is inseparable from development, labor is inseparable from life, and labor is the main pillar of a nation's economy, in addition to natural resources and technology. Even developing countries generally have a much higher unemployment rate than the official figures issued by the government. This happens because the size of the informal sector is still quite large as one of the livelihoods for uneducated workers. The informal sector is considered a safety valve for unemployment [12].

Regarding the many problems in the employment sector in Indonesia, the government, employers and workers need an important role in dialogue to find solutions to the problems so that social welfare and justice can be realized by implementing Pancasila employment or labor relations which apply Pancasila values as the basis of the nation's ideology.

3.4 Implementation of Work Agreements in Labor Law Based on Pancasila Justice

3.4.1 Employment Agreements

Employment agreements were originally in Indonesia as a private matter. In civil law, the BW regulates obligations, which are based on agreements and laws, but specifically the employment agreement is regulated in the Commercial Law (WvK) in the section on the relationship between employers and their assistants. In this regard, the principle of *lex specialist derogate lex generalis* applies. However, in its development since the existence of labour law, of which employment agreements are a part, employment agreements are no longer only in the private sphere but also enter the public sphere. In addition to containing the agreement of the parties, the employment agreement must also be based on the labour law. It is said to be public here because there is state intervention in this case the government to provide protection to its citizens and also maintain the rights of workers as a party that has a low bargaining position which is often considered a weak party, as well as providing employment-related arrangements in industrial relations to carry out the ideals of Pancasila.

Employment agreements according to Undang-Undang Number 13 of 2003 concerning Manpower are agreements between workers/laborers and employers or employers which contain terms of employment, rights and obligations of the parties. Basically, to declare a employment agreement considered valid or not, it is mandatory to pay attention to the provisions in pasal 1320 Burgerlijk Wetboek (BW) which states that:

1. There is an agreement of those who bind themselves
2. Have the skills to be able to make an engagement
3. Regarding a certain object;
4. Lawful cause (not contrary to laws and regulations).

If the first and second elements which are subjective conditions are not fulfilled then the agreement can be asked to be cancelled, and if the third and fourth elements which are objective conditions are not fulfilled then the agreement is null and void. This also applies to employment agreement. According to Subekti, the notion of a employment agreement is an agreement between a worker and an employer, which agreement is marked by characteristics, the existence of a certain wage or salary that has been agreed upon and the existence of a *dierstverhouding* relationship, namely a relationship based on which one party (employer) has the right to give orders that must be obeyed by other parties [13]. From the various definitions of employment agreements, we can clearly see that the employment agreement contains the rights and obligations of the parties, wages, type of work, and the existence of an unequal position or position between the parties. Where the employer is above or in a higher position than the worker.

The employment contract is divided into two (2) parts, namely:

1. Fixed-term contract.
2. Open-ended contract.

Employment agreement for a certain time are made for work relationships that are limited by the validity period of the agreement or the completion of the work. For employment agreements for an unspecified time it is made for work relationships that

are not limited by the period of validity of the agreement or the completion of certain work [14].

The employment agreement for a specified period is structured in three (3) parts, namely:

1. Employment agreement for a certain time, there is an effective time determined from the agreement
2. Agreement for a certain time, the validity period is determined by law
3. Employment agreement for a certain time, the validity period is determined according to custom [15].

An employment agreement for an indefinite period may only be concluded for specific jobs depending on the nature, types or activities to be carried out for a specific period, namely:

1. One that is completed once or temporarily
2. Which is estimated for a not too long time to be completed;
3. Which are not the main activities of a company or only support
4. Those related to new products, new activities, additions that are still in trial or assessment [16].

A employment agreement is a forced agreement that must be subject to labor law, so that the parties cannot determine their own wishes, and are usually in the form of a standard agreement that is prepared or made by only one of the parties, namely the employer or company. This is what causes inequality of rights and obligations contained therein and the position of the entrepreneur or company is above. Even though the principle of freedom of contract should apply to the agreement, due to the position of the parties in the employment agreement in an unequal position, especially the worker's party, he cannot freely make a work agreement according to his wishes. However, there are companies or entrepreneurs who have good ethics by applying the principle of limited freedom of contract in making employment agreements, usually for jobs with professional skills and at a certain level.

In making a employment agreement, the parties must have the same position in law, so that they have the right to convey their wishes and set forth in the employment agreement in accordance with their respective proportions to realize justice, as we know, the agreement is a form of economic rights (property rights) as long as not against the law. Even though the agreement has been regulated in labor law in Indonesia, it is not regulated in detail. This is what often causes the contents of the employment agreement to sometimes be in an unequal position, so that there is a dominant party there. Employment agreement are a very important part of labor law, so they must receive attention in order to create legal certainty. The contract is a law for the contracting parties who are bound by it, which in the case of a employment agreement the parties referred to are the employer or company, and the worker or workforce. Agreement according to Pasal 1313 Burgerlijk Wetboek (BW) which states that "an act by which one or more people bind themselves to one or more people".

3.4.2 Implementation of Employment Agreements in Labor Law Based on Pancasila Justice

As a constitutional state based on the ideology of Pancasila, Indonesia must offer its citizens the protection of the law. This protection will lead to the acknowledgement and safeguarding of the right of human beings in the shape of personal and community life in a unitary state which maintains the concept of relationship in attaining common good. For the sake of realizing justice in work agreements, further arrangements should be made regarding employment agreement that prioritize justice in accordance with their respective portions by balancing the positions of workers and employers as parties to the employment agreement.

According to Agus Yudho Hernoko, the measure of the proportionality of the exchange of rights and obligations is based on the values of equity, freedom, proportional distribution, of course, cannot be separated from the principles of accuracy (*zorgvuldigheid*), *redelijkheid*; reasonableness and propriety (*billijkheid*); equity) [17].

Regarding the meaning of 'justice', Thomas Aquinas makes a well-known difference with *iustitia distributive* and *iustitia commutative*, which are generally seen as the essence of justice. *Iustitia distributive* stipulates that a proportional equality between humans must be realized. Meanwhile, *commutative iustitia* is related to exchange justice, namely the balance in achievement that must be realized in civil matters [3].

According to Rawls, however, the only fair way to reconcile disparate interests is through balancing these interests, without giving special attention to the interests themselves. Strictly speaking, the principles of justice are principles where a rational person will choose if he does not know his position in society (whether he is rich or poor, has high or low status, is smart or stupid) [18].

The principle of justice according to Rawls is what we will choose, if we do not know someone's social status. Someone will always act according to their own interests, so we cannot let someone with their interests decide their own problems or cases. The only way we can decide about that justice, is to imagine a situation where we do not or do not yet have these interests. Rawls's theory is based on two principles, namely about Equal Right and Economic Equality. In Equal Right he said that it must be regulated at the lexical level, namely different principles work if the first principle works or in other words the principle of difference will work if no basic rights are revoked (no human rights violations) and increase the expectations of those who are less fortunate. In this Rawls principle it is emphasized that there must be fulfillment of basic rights so that the principle of inequality can be implemented so that economic inequality will be valid if it does not deprive human rights.

The human rights enforcement in the field of labour in Indonesia can be realised through efforts made by every element of the nation. This is certainly expected to foster public awareness of human rights enforcement in the archipelago. Public awareness of human rights enforcement needs to be developed and built in line with existing human values. With the awareness of the community, it will be able to foster efforts to defend and fight for their own human rights and on the other hand respect and protect the human rights of others. The essence to be achieved in human rights enforcement is justice.

The government has the power to form a rule that is outlined in a form of legislation. Law in general is a reflection of government policy contained in legislation. In

its implementation, the law in addition to functioning as a subject is also an object of development, the law serves to create order, justice, and truth in society which is the function of social supervision. In addition, in employment, it is not allowed to ignore the employment agreement which is also the basis or foundation of the birth of legal relations between employers and their subordinates or between employers and workers. There are still many problems in employment because many parties still ignore the importance of work agreements for the protection of the parties and legal certainty for the parties bound therein. There are three basic ideas or goals of law in the concept of 'Standard Priority Teaching' popularised by Gustav Radbruch, namely "justice, expediency and legal certainty".

Ideally, the concept of an employment agreement is in accordance with developments in the business world, that is, it does not ignore the exchange of rights and obligations of the parties according to their respective portions. In Indonesia, to realize the concept of an ideal employment agreement, it must be based on the Pancasila principle of justice so that in the future, problems in employment can be minimized and social welfare and justice can be realized for all Indonesian people as aspired by the Indonesian nation which has been contained in Pancasila and the opening Undang-Undang Dasar 1945. The pattern of the Pancasila working relationship is a working relationship in which the process is based on the values contained in Pancasila, so whenever there are problems or disputes it is decided through deliberation efforts to reach a consensus. Including in terms of making an employment agreement must be based on an agreement by means of deliberation to reach a consensus, it is not appropriate if the contents of the work agreement are only made by one party and only express the wishes of one party, without regard to the wishes of other parties who also have an interest in the employment agreement. The parties must respect each other so that the working relationship can run in a conducive manner and no party feels aggrieved by the work agreement made jointly.

In the opinion of Mila Kamila Adi quoted from Yetniwati, et al. in the *Journal of Legal Dynamics* entitled 'Legal Reform of Mediated Settlement of Industrial Relations Disputes', "Disputes between workers and employers cannot be resolved by termination of employment or resignation alone, this can result in deteriorating the condition of the relationship between workers and employers" [19]. Because of this, preventive and repressive strategies are needed to deal with and minimise problems that may arise in the future. One of the preventive efforts that can be done is to make a work agreement based on the principle of proportionality to realise Pancasila justice. "The role of the state and government as protectors of the people or nationals, should be able to make regulations for the welfare of the community" [19]. Dispute resolution efforts are needed in such a way that is able to accommodate the interests of each party to achieve proportional justice in accordance with their respective portions. Sometimes preventive efforts are needed to minimise the emergence of disputes between workers and employers, one of which is the need for pre-contract negotiations between employers and workers before making employment agreements. This can also avoid misuse of circumstances or defects of will at the time of signing the contract which is the initial momentum of the birth of the employment agreement.

4 Conclusion

Employment agreement are an essential element in employment because this is what gives rise to legal relations between employers and workers in employment relations. Ideally, the concept of a employment agreement is in accordance with developments in the business world, that is, it does not ignore the exchange of rights and obligations of the parties according to their respective portions. To overcome problems in the employment sector in Indonesia that are still occurring today, among others: there is inequality in employment agreement, namely working conditions that are not conducive, related to the wage system, the mechanism for termination of employment (PHK), and the lack of fulfillment of workers' rights, namely by apply the concept of a employment agreement based on the Pancasila principle of justice. In making a employment agreement, the parties must have the same position in law, so that they have the right to convey their wishes and set forth in the work agreement in accordance with their respective proportions to realize justice, as we know, the agreement is a form of economic rights (property rights) as long as not against the law.

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