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Use of the Bipartite System in Industrial Relations

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Abstract

Basically, industrial relations between workers / workers and employers can not always be established harmoniously. At any time, there could be a dispute between the parties. This dispute is triggered by differences in interests between workers and employers. So, disputes are inevitable. But this industrial relations dispute cannot be left alone. It must be resolved immediately by the disputing parties. Otherwise, it will result in disruption of the production process of goods and services in the company which in turn will disrupt economic stability. The provisions of Law No. 2 of 2004 on Industrial Relations Dispute Resolution have provided the appropriate mechanism to resolve any disputes in industrial relations. One of the preferred mechanisms in this case is bipartite. This mechanism is a mechanism that is taken outside the court path (non litigation). Bipartite in its implementation is mandatory. Therefore, in every industrial relations dispute must first be pursued bipartite mechanism in the settlement. This bipartite priority gives authority to the disputing parties to be able to discuss, discuss and find solutions to the disputes at hand. The direct involvement of the parties is expected to provide a settlement that benefits both parties. This is very appropriate because the parties are more aware of their respective wills / desires even better understand how to sit disputes that occur.

Keywords
mechanism of bipartite;
industrial relations;

I. Introduction

Industrial relations are a process of producing goods and services that involve various parties, namely workers/ laborers, entrepreneurs and the government based on Pancasila and the 1945 Constitution. But in practice it can be said that workers/ laborers and entrepreneurs are directly involved in the relationship. . This is because industrial relations themselves occur in the workplace or company. So that the relationship is established and created directly between workers/laborers and employers.

Workers/laborers carry out their duties in accordance with the orders of the entrepreneur and what has been agreed in the work agreement to create goods/services, while the entrepreneur makes various efforts in order to increase his business field by innovating to maintain and develop the company. Actually, if studied, there is a reciprocal relationship between workers/laborers and employers. Here the workers/laborers must perform their obligations so that the production process in the company can continue to run smoothly. This is the case with entrepreneurs who must strive to develop the company in order to continue to survive and increase profits. When a company experiences an increase both in terms of expansion or profit, it will have an impact on increasing the welfare of workers/laborers. On the other hand, if workers/laborers carry out their duties with discipline and according to regulations, productivity will increase. This will also affect the success of the company.

In carrying out their respective obligations, both workers/laborers and entrepreneurs, it is not uncommon to cause differences of opinion with each other both in terms of

understanding the provisions/regulations of the Manpower Law and in the implementation in industrial relations in the company. This form of interest between the different parties cannot be ignored because it will lead to disputes in industrial relations. This situation can create discomfort at work for workers/laborers while the effect again can reduce company profits due to decreased productivity of workers/laborers.

The occurrence of industrial relations disputes will of course have an impact, which is not only limited to workers/laborers with employers but also has a broad impact, both in terms of social, political, and economic aspects of a country. on the departure of foreign investors, which in turn affects the country's foreign exchange earnings, national and international trade politics, the spread of various crimes, and so on. In the current era of globalization, the development of criminal acts has spawned new types of crime, transnational crime (Kartika in Lubis, 2021). Gunawan (2019) state that determine whether or not an action can be declared a criminal act, furthermore the two acts are also important to determine whether someone can be blamed. To realize the benefit of the application of the penalty or sanction is something effort to prevent crime, made repairs and a deterrent for offenders not to repeat it again (Munawarsyah, 2018).

Industrial relations are a system of relations formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers/laborers, and the government based on the values of Pancasila and the 1945 Constitution of the Republic of Indonesia. In principle, industrial relations that are formed between workers/labourers and entrepreneurs in the company are always expected and endeavored to run harmoniously.

However, in practice, these industrial relations cannot always run in harmony. There are times when there are differences of opinion that lead to disputes between workers/laborers and employers. Such disputes include disputes over termination of employment (PHK), disputes over rights, disputes over interests and disputes between trade unions/labor unions within one company.

Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes is a guideline in the settlement of industrial relations disputes that occur between workers/laborers and employers. as a legal umbrella in the settlement of industrial relations disputes, this Law certainly regulates the mechanism adopted in the industrial relations dispute settlement process.

Provisions of Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes, in essence, has provided several alternatives as solutions for how to settle industrial relations disputes. One alternative in the solution given is a bipartite settlement mechanism. This mechanism is a settlement solution that is carried out outside the court (non-litigation).

II. Research Methods

Basically, the type of research in this paper is normative research. As Terry Hutchinson argues: Doctrinal Research: research which provides a systematic exposition of the rules governing a particular legal category, analyzes the relationship between rules, explains areas of difficulty and, perhaps, predicts future developments; Theoritical Research: research which fosters a more complete understanding of the conceptual bases of legal principles and of the combined effects of a range of rules and procedures that touch on a particular area of activity. The relevance between doctrinal research and the legal research paradigm is further advanced by Terry as follows: “Paradigm forms a model or pattern based on a set of rules that defines boundaries and specifies how to be successful within those bounderies. The approach used is the statute approach, and the conceptual approach.

III. Discussion

3.1 Bipartite as a System in Industrial Relations

In simple terms, industrial relations can be interpreted as a system of relations formed between the actors in the process of producing goods and/or services. The parties involved in this relationship are mainly workers/ labourers, employers and the government. In the production process, there are parties who are physically involved on a daily basis, namely workers/laborers and entrepreneurs. While the government is involved in certain things indirectly.

Therefore, the implementation of industrial relations basically occurs between workers/laborers and entrepreneurs who are directly involved because industrial relations occur in the workplace, namely the company. In the implementation of industrial relations, each party, both workers/laborers and entrepreneurs, certainly has a direct interest. Like entrepreneurs who always try to improve the success and ensure the continuity of the company. These efforts are carried out in the form and for:

a. Safeguard or secure its assets;
b. Develop capital or assets in order to provide high added value;
c. Increase his income;
d. Can improve the welfare of workers and their families;
e. Proof of self-actualization as a successful entrepreneur.

Likewise, workers/labourers always have an interest in the company, therefore they must strive and work hard for the success and continuity of the company; because for workers/labor, the company has meaning and significance, namely as follows:

a. Sources of job opportunities;
b. Source of income;
c. Means of training oneself, enriching work experience and improving skills and work skills;
d. A place to develop a career;
e. A place to actualize success.

From the various interests of both workers/laborers and entrepreneurs, it can be seen that the parties have different interests from one another. However, these different interests must be able to go hand in hand, meaning that both interests must be implemented without ignoring the interests of other parties. Both are interconnected and influence. If one party neglects to do so, it will result in disruption of the interests of the other party.

Workers/labourers are obliged to support employers in promoting and maintaining the continuity of the company, the aim of which is to ensure employment opportunities, career development and most importantly maintain the income of workers/laborers. On the other hand, if the company loses money or even goes bankrupt, the worker/labourer will be threatened with losing their job, income and losing the opportunity to develop their career.

Industrial relations are expected to run smoothly, harmoniously and dynamically which in turn can improve the welfare of the parties, namely workers/laborers and entrepreneurs. However, in practice, industrial relations do not always run harmoniously. Sometimes it can be disturbed and even have the potential to cause disputes between the parties. This dispute is indeed very vulnerable to occur because basically workers/ laborers have different interests. If a dispute arises, it must be resolved immediately.

As a guideline in resolving industrial relations disputes that occur between workers/laborers and employers, it has been regulated in Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes. Basically, there are three forms of polarization in

the settlement of industrial relations disputes according to the normative paradigm of the provisions of Law no. 2 of 2004, which can be done through bipartite, tripartite negotiations and can also be done through the PHI.

In Article 1 number 10 of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes states: "Bipartite negotiations are negotiations between workers/laborers or trade unions/labor unions with employers to settle industrial relations disputes." Then in the explanation of Article 3 paragraph (1) of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes also states the definition of bipartite negotiation: "Negotiations between entrepreneurs or a combination of entrepreneurs and workers or trade unions/labor unions or between a trade union/labor union and another trade union/labor union within the same company are in dispute."

So, it is clear that bipartite negotiations are the mechanism offered in the provisions of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes in resolving industrial relations disputes that arise. When examined, the bipartite negotiations contained in Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes is the implementation of bipartite as a system, meaning that in resolving an industrial relations dispute, the bipartite mechanism is used. Bipartite as a system is a mechanism for meeting or bringing together workers/ laborers or trade unions/ labor unions on the one hand and employers on the other in a negotiation as an effort to reach an agreement. Bipartite in this case is also a solution in resolving disputes between workers/laborers and employers through negotiations or by negotiation.

Basically, the form of dispute resolution through bipartite negotiations is intended to find a way out of industrial relations disputes by means of deliberation to reach consensus internally, in the sense of not involving other parties, outside the disputing parties. Workers/laborers and employers are required to settle through deliberation to reach consensus. Further in the Elucidation of Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes, it is stated that the best dispute resolution is the settlement by the disputing parties so that results can be obtained that benefit both parties. . Therefore, every dispute that occurs must be resolved first through bipartite negotiations by deliberation to reach consensus, without being interfered with by any party. .

Likewise, Payaman Simanjuntak's opinion says that disputes that are forced to involve third parties are basically always directly and indirectly cause huge costs and sacrifices for the disputing parties and for all members of the company. Settlement of disputes, whether through mediation or conciliation, arbitration or courts, especially by coercion in the form of strikes or company closures, always drains the energy, thought, time and funds of the disputing parties. Therefore, employers, workers and trade unions must be serious, sincere and big-hearted in a bipartite and familial way to resolve any problems they face, so that they do not escalate into disputes and are forced to involve third parties.

Provisions of Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes stipulates a bipartite settlement mechanism in Chapter II, Part One Articles 3,4,5,6,7. Disputes through bipartite settlement must be resolved no later than 30 working days from the date of commencement of negotiations. If within a period of 30 days one of the parties refuses to negotiate or negotiations have been carried out but do not reach an agreement, the bipartite negotiations are deemed to have failed. Minutes of every bipartite negotiation are drawn up signed by the parties which contain:

a) full names and addresses of the parties,
b) date and place of negotiations,
c) subject matter/dispute,
d) the opinion of the parties
e) conclusion/results of the negotiations, and

f) date, signature of the negotiating parties.

If the deliberation reaches an agreement, a Collective Agreement (PB) is made which is signed by the parties. The collective agreement is binding and becomes law and must be implemented by the parties. The collective agreement must be registered by the parties entering into the agreement at the Industrial Relations Court in the area where the parties entered into a collective agreement, to obtain a certificate of registration which is an integral part of the Collective Agreement.

If the collective agreement is not implemented by one of the parties, the aggrieved party may apply for execution to the Industrial Relations Court in the area where the Collective Agreement is registered to obtain an execution determination. In the event that the execution applicant is domiciled outside the industrial relations court where the collective agreement is registered, the execution applicant may apply for execution through the Industrial Relations Court in the domicile area of the execution applicant to be forwarded to the Industrial Relations Court competent to carry out the execution. .

Bipartite as a system in the settlement of industrial relations disputes can be illustrated by the following chart:

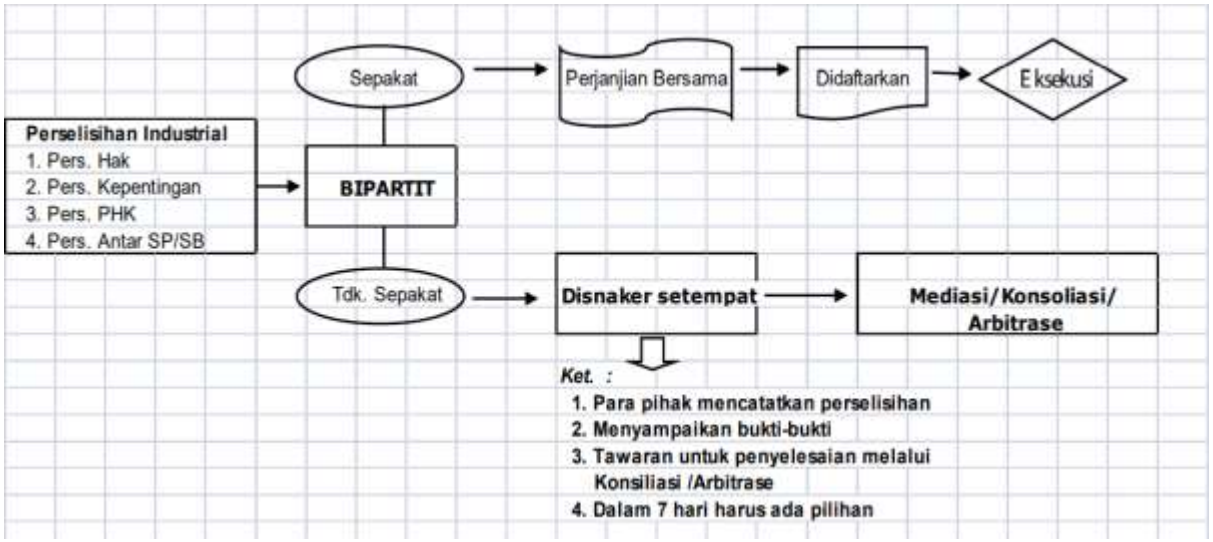

Figure 1. *Bipartite as a System in the Settlement of Industrial Relations Disputes*
source: Curriculum of Judges of the Court of Industrial Relations in 2013, pp., 462

In the event that bipartite negotiations fail, one of the parties or both parties shall register the dispute with the local manpower agency by attaching evidence that efforts to resolve it through bipartite negotiations have been carried out. If the said evidence is not attached, the agency responsible for manpower affairs returns the file to be completed no later than seven working days from the date the file is returned.

After receiving a request for registration from one or the other parties, the local manpower agency offers the parties to agree on choosing a settlement through conciliation or arbitration, in order to give freedom to the disputing parties the desired method of dispute resolution. If the parties do not determine the choice of settlement through conciliation or arbitration within 7 (seven) working days, then the manpower agency delegates the settlement of the dispute to the mediator.

3.2 The Priority of Bipartite in the Settlement of Industrial Relations Disputes

Bipartite negotiations as a system or mechanism in the settlement of industrial relations disputes are mandatory. This is in line with Article 3 paragraph (1) of Law no. 2 of 2004

concerning Settlement of Industrial Relations Disputes which states: "Industrial relations disputes must be resolved first through bipartite negotiations by deliberation to reach consensus." Likewise, if referring to the material provisions in labor law, namely Law No. 13 of 2003 concerning Manpower in Article 136 paragraph (1) it is stated: "The settlement of industrial relations disputes must be carried out by employers and workers/labor or trade unions/labor unions collectively. deliberation for consensus."

Furthermore, the provisions of Article 4 paragraph (1)) of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes which also affirms: "In the event that bipartite negotiations fail as referred to in Article 3 paragraph (3), then one or both parties shall register the dispute with the local agency responsible for manpower affairs by attaching evidence that efforts to resolve it through bipartite negotiations have been carried out".

Then the provisions of Article 4 paragraph (2) also confirms: "If the evidence as referred to in paragraph (1) is not attached, the agency responsible for manpower affairs returns the file to be completed no later than 7 (seven) working days from the date of receipt of file returns.

This is also further emphasized, when the parties will finally decide to settle industrial relations disputes through the Industrial Relations Court, evidence that a bipartite settlement has been attempted becomes an absolute requirement. The disputing parties are obliged to attach the minutes of negotiations at the time of advancing the lawsuit to the industrial relations court. If the parties are unable to complete it, the lawsuit will be returned by the Judge of the Industrial Relations Court to the plaintiff. In detail, it can be seen in Article 83 paragraph (1) of Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes which states: "Submission of a lawsuit that is not accompanied by minutes of settlement through mediation or conciliation,

Several provisions in Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes requires bipartite negotiations in every dispute that arises in industrial relations. This proves that bipartite negotiations must be carried out/attempted first in any settlement of industrial relations disputes.

Even more so when looking at the provisions of labor laws and regulations that have previously been in force and are still in force in Indonesia, always prioritize bipartite in resolving industrial relations issues as described below:

a) Law No. 22 of 1957 concerning the Settlement of Labor Disputes in Article 2 paragraph (1) it is stated: if there is a labor dispute, the labor union and the employer shall seek a peaceful settlement of the dispute by negotiation. In the explanatory memory of Law no. 22 of 1957 concerning the Settlement of Labor Disputes, it is stated: "It should be emphasized that the main idea of this Law is that it is at the first level that the disputing parties must themselves resolve their difficulties in the labor field by means of direct negotiations between the two parties. party". If the negotiations between the two parties result in these agreements, they are compiled into a labor agreement.
b) Law No. 12 of 1964 concerning Termination of Employment in Private Companies in Article 2 states: "If after all efforts to terminate employment are unavoidable, the entrepreneur must negotiate the intention of terminating the employment relationship with the relevant labor organization or with the workers themselves in the event that the worker does not become a member of one of the labor organizations".

In the explanation of Law no. 12 of 1964 concerning Termination of Employment in Private Companies in the main ideas embodied in this Law in outline, among others, are as follows:

a) The basic point that must be firmly adhered to in dealing with the issue of termination of employment is that as far as possible termination of employment should be prevented by all means and even prohibited in some cases.
b) Because the solutions produced by negotiations between the disputing parties are often more acceptable to the parties concerned than the settlements imposed by the government, in this legal system, pursuing this negotiation route is an obligation, after the efforts and efforts have not been give results.

Any industrial relations disputes Whatever the type of dispute, it is obligatory to first seek a bipartite settlement. In other words, the procedures and mechanisms for resolving industrial relations disputes in a bipartite manner are imperative. If the disputing parties wish to settle their dispute with other mechanisms, such as mediation, conciliation, arbitration, or through the IRC, these mechanisms can only be pursued if previously a bipartite settlement method has been adopted.

3.3 The Value of Pancasila in Bipartite Negotiations

As stated in Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes in the general provisions of Article 1 point 10 and Article 3 paragraph (1), the definition of bipartite negotiation is given. If we observe and combine what is contained in the provisions of 2 (two) of these articles, it can be concluded that bipartite negotiations are negotiations between workers/laborers or trade unions/labor unions and employers to settle industrial relations disputes by deliberation to reach consensus.

Bipartite negotiations, of course, only involve the disputing parties, namely workers/laborers and entrepreneurs, so there are only 2 parties which are carried out by means of deliberation to reach consensus.

The word "musyawarah" in the Big Indonesian Dictionary means: “a joint discussion with the aim of reaching a decision on the resolution of the problem; negotiations; crushing".

When viewed in terms of terminology, it can be said that negotiations are carried out through joint discussions aimed at reaching a decision, solution or solution to a problem. Joint discussion here means that there is involvement of the disputing parties who are willing and willing to resolve the dispute. So, it takes the presence of the parties who sit together to discuss and discuss in depth.

Then “consensus” means: agree; unanimous; agreed. So, if it is observed from the terminology of the word that bipartis negotiation is a joint discussion between workers/laborers and employers in order to reach a decision on the resolution of the problem which is obtained with the agreement/approval of each party. So, there is an element of agreement or agreement from the parties in the joint discussion. Where this agreement or agreement is what gives birth to a decision. In other words, the disputing parties negotiate so that an agreement is reached in deciding a solution. So, it is clear to say deliberation to reach consensus.

This bipartite negotiation is full of Pancasila values. This cannot be separated from the nature of industrial relations itself. As in Law no. 13 of 2003 concerning Manpower in Article 1 number 16 states: "Industrial relations are a system of relations formed between actors in the process of producing goods and / services consisting of elements of entrepreneurs, workers / laborers, and the government based on the values of Pancasila. and the 1945 Constitution of the Republic of Indonesia.” So that it is said to be the Pancasila Industrial Relations (HIP) which is based on the five precepts which are the philosophy of the Indonesian nation.

This emphasizes that industrial relations as a system must be based on Pancasila and the 1945 Constitution of the Republic of Indonesia.

In this regard, disputes that arise in industrial relations cannot be separated from the values contained in Pancasila. As is the case with bipartite negotiations as a mechanism for resolving industrial relations disputes that must be pursued by the disputing parties, then of course the bipartite system is also imbued with the values of Pancasila itself.

The nature of bipartite negotiations which requires joint discussion between the parties to reach an agreement in determining a solution is an elaboration of the values contained in the fourth principle of Pancasila.

The existence of equality, position, rights and obligations of every Indonesian human is the value contained in the 4th (fourth) principle of Pancasila. Workers/laborers and employers feel that they have the same position (same bargaining position, equal) because they can discuss and carry out discussions together without the assumption that one party has a higher position than the other. If there is still a perception that workers/laborers are under the employer, it is impossible for both parties to sit down and discuss together. This is very clearly a description of the values in the 4th precept of Pancasila.

Furthermore, the value of deliberation for consensus which is filled with the spirit of kinship can also be felt in bipartite negotiations, where these negotiations are carried out jointly by deliberation to reach an agreement without any element of coercion of will. This implies that both parties who can discuss will of course be able to express their respective desires without ignoring the purpose of the negotiations, namely joint decisions. If the parties can convey their respective wishes and desires but cannot prioritize personal/group interests, it is a common interest that must be upheld. The existence of a sense of kinship also emphasizes that the decisions taken are the result of mutual agreement without forcing the will on other parties.

It is further stated in the elaboration of the values in the fourth principle of Pancasila that the parties must respect and uphold the results of the deliberation and accept and carry out with full responsibility. If it is associated with bipartite negotiations, the parties must also respect and implement the results of the negotiations. Therefore, the results of the negotiations must be made in the form of a Collective Agreement that binds the parties. Even this Collective Agreement must also be registered at the Industrial Relations Court to obtain legal force. So, respect and implementation of the results of the negotiations must ultimately be made in the form of a Collective Agreement as legal evidence for both parties and good faith in its implementation.

As industrial relations are a pure implementation of the 1945 Constitution which is based on Pancasila. Industrial relations based on representation and deliberation stated that company owners and workers must act as partners or work partners in production, this means that they must help each other and try to find harmony between them. Both employers and workers must prioritize deliberation in making decisions for the common good.

So, with the Pancasila Industrial Relations system we believe that:

a) Employers and workers are partners in the production process. Both parties have the same ultimate goal. They have similarities in the desire to increase the quantity and quality of production that can ensure an increase in the welfare of workers, entrepreneurs, company owners, and the community.
b) Employers and employees are members of one company family. As family members, each party does not force their will, such as a strike and lock-out. Each party must always be open to hearing and accepting suggestions, self-correction and introspection. For the benefit of the family, a person, if necessary, must be able to succumb to or eliminate his interests for and above the interests of the family. Likewise, if there is a difference of opinion between the management of the company and the workers, then they must first try to resolve it by deliberation for consensus and kinship.

c) Employers and workers are partners in enjoying the benefits of production. Increased productivity and company profits need to be distributed among workers according to their respective contributions. This is reflected in the payroll system and social security.

3.4 Benefits of the Bipartite System in Industrial Relations

Bipartite negotiations as a mechanism that must be pursued first in resolving industrial relations disputes are regulated in the provisions of Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes. If it is observed that the birth of this law is the answer to the paradigm of the industrial relations dispute settlement process before this law was enacted. The existence of Law Number 22 of 1957 concerning the Settlement of Labor Disputes which has been used as a legal basis for the settlement of industrial relations disputes is deemed no longer able to accommodate developments that occur because the rights of individual workers/laborers have not been accommodated to become parties to industrial relations disputes.

As regulated in the provisions of this law, only trade unions/labor unions are allowed to become litigants in the settlement of industrial relations disputes. general court with civil proceedings.

This situation clearly deviates from the freedom of association possessed by workers/laborers as mandated by the ILO Convention Number 87 of 1948 concerning Freedom of Association and Protection of the Right to Organize which has been ratified by Indonesia and has even been realized in the form of Law no. 21 of 2000 concerning Trade Unions/Labor Unions. Every worker/ laborer can form or become a member of a trade union/ labor union. However, not all workers/laborers want to join or become members of a trade union/labor union so that those who do not join in a trade union/labor union organization must also respect their rights.

Likewise, the provisions regarding termination of employment which have been regulated in Law Number 12 of 1964 concerning Termination of Employment in Private Companies, are no longer effective in preventing and overcoming cases of termination of employment. Even more so when the enactment of Law no. 5 of 1986 (last amended by Law No. 51 of 2009 concerning the State Administrative Court (PTUN)), then the decision of the Central Labor Dispute Settlement Committee (P4P) which was originally final, by parties who cannot accept the decision can be submitted to the Administrative Court, which can then be appealed to the Supreme Court.

This is because the Central Labor Dispute Settlement Committee (P4P) is known as a quasi-judicial or “quasi-judicial” . This means that this institution is not a judicial institution as referred to in Law no. 14 of 1970 concerning the Basic Provisions of Judicial Power (last amended by Law No. 48 of 2009 concerning Judicial Power). In the Central Labor Dispute Settlement Committee (P4P) institution, representatives from the government sit so that the decision is categorized as a PTUN decision. This settlement process, of course, takes a relatively long time and is no longer appropriate when applied to industrial relations issues that require quick resolution because they are related to the production process and work relations.

In short, the weaknesses of the industrial relations dispute settlement mechanism contained in Law Number 22 of 1957 concerning the Settlement of Labor Disputes are:

a) UU no. 22/1957 does not regulate individual workers as parties who can file a lawsuit;
b) The old dispute resolution mechanism only accommodates the resolution of conflicts of interest that are collective in nature. The settlement of individual disputes has not been regulated in Law no. 22/1957;

c) The dispute resolution process takes a long time because the P4P decision can become a dispute over the object of the State Administrative Court. Parties who are dissatisfied with the PTUN's decision can file an appeal to the Supreme Court. So to get a final and binding decision takes a long time.

Provisions of Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes is a correction to the previous industrial relations dispute settlement mechanism. The old mechanism has weaknesses and is considered no longer able to accommodate the development of industrialization. This is in line with the considerations in points b and c of Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes which states:

a. Whereas in the era of industrialization, the problems of industrial relations disputes are becoming more and more complex, so that institutions and mechanisms for resolving industrial relations disputes are needed that are fast, precise and fair.
b. Whereas Law Number 22 of 1957 concerning Settlement of Labor Disputes and Law Number 12 of 1964 concerning Termination of Employment in Private Companies are no longer in accordance with the needs of the community".

From the description above, it is clear that the existence of the Industrial Relations Court is the realization of the long-awaited institutions and mechanisms used in resolving industrial relations disputes. As a special institution, the Industrial Relations Court which is under the scope of the district court is authorized to specifically resolve any disputes in industrial relations as regulated by law. Meanwhile, as a mechanism, this refers to the process or system used in resolving disputes that occur, which in principle are regulated in Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes. As stated in the provisions of the law, every dispute that arises in industrial relations must first be resolved through bipartite. It also emphasizes that the form of settlement through collective bargaining between workers/labor and employers must be carried out or referred to as bipartite as a system.

So based on the normative paradigm of Law no. 2 of 2004 above, it can be concluded that the settlement through Bipartite negotiations at the company level, which prioritizes deliberation to reach consensus (according to our national culture), is the best solution for both parties. This will not only achieve a quick and low-cost solution, but also a win-win solution can be realized.

In resolving industrial relations disputes, bipartite negotiations are always preferable because:

a) In every working relationship, especially for workers who have been around for a long time, interpersonal relationships with employers will be formed so that in the settlement it is of course taking into account these considerations, it is not uncommon for emotional bonds to occur and not solely based on statutory regulations and in order to achieve win-win solutions.
b) If the settlement has reached a third party, there will be injury to the relationship which can lead to bad results.
c) If it can be resolved in a bipartite manner, it will reduce cases that go to the Industrial Relations Court, which is feared that so many cases go to the Industrial Relations Court, will increase the burden so that it is difficult to resolve in a timely manner. Thus, it is not wrong to say that bipartite negotiations are the spirit of industrial relations.

Constitution No. 2/2004 seeks to provide a solution to the problem of dispute resolution due to the weakness of the old mechanism. UU no. 2/2004 stipulates two mechanisms for settling industrial relations disputes, namely through out-of-court channels and through courts. The basic principle of resolving labor disputes is that the parties themselves resolve disputes, namely between employers and workers. The court becomes the final medium if the solution itself is not successful.

In line with the objectives of the establishment of the provisions of Law no. 2 of 2004 concerning the Settlement of Industrial Relations Disputes, the bipartite mechanism as a system of course tries to realize an industrial relations court that is fast, precise, fair and inexpensive. Through the bipartite mechanism which is considered the best way to resolve industrial relations problems, it is also hoped that any industrial relations disputes can be resolved immediately so that they do not interfere with the production process and productivity in the workplace.

IV. Conclusion

Based on the description above, the following conclusions can be drawn:

1. Bipartite as a system is the best mechanism for resolving industrial relations disputes which is pursued through collective bargaining by the disputing parties to reach consensus.
2. The benefits of Bipartite as a system are very useful in realizing a fast, accurate, fair and inexpensive settlement of industrial relations.

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Internet:

https://kbbi.kemdikbud.go.id/entri/musyawarah accessed on 10 June 2021 at 17:51 wib.
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