

Analysis Working Relationship Between Employees and Notaries/PPAT (Study at the Khairul Anwar Nasution Notary Office)

Yeltriana¹ , Ismed Coal² 

¹Universitas Muslim Nusantara Al-Washliyah Medan, Indonesia

²Universitas Muslim Nusantara Al-Washliyah Medan, Indonesia

ABSTRACT

Background. This research is based on the complexity of the employment relationship between employees and Notaries/PPATs, particularly regarding rights and obligations, forms of employment agreements, and legal certainty, which often give rise to ambiguity and potential conflicts.

Purpose. The main objective of the research is to analyze the characteristics of the employment relationship at the Khairul Anwar Nasution Notary Office, assess the level of compliance of these work practices with applicable employment regulations, and identify obstacles and alternative solutions in implementing equitable employment relationships.

Method. This research uses an empirical juridical approach with a descriptive-qualitative method; primary data were collected through interviews with employees and Notaries/PPATs, direct observation, and review of employment agreement documents, while secondary data were obtained from legal literature, employment regulations, and relevant court decisions.

Results. The results show that the employment relationship at the office is generally characterized by a subordination relationship, with employment agreements often not set out in writing, and there is uncertainty regarding the length of employment, fulfillment of wage rights, social security, and legal protection.

Conclusion. In conclusion, although there is awareness regarding the importance of compliance with employment regulations, employment practices at the Khairul Anwar Nasution Notary Office are not yet fully in line with legal provisions, so it is necessary to prepare written.

KEYWORDS

Employment Relationship, Employment Agreement, Notary PPAT

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Correspondence:

Yeltriana,
yeltrianash@umnaw.ac.id

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INTRODUCTION

A notary is an official appointed by the government and granted attributive authority by the state. Notaries act to serve the public's needs in legal relations. In their services, notaries are bound by job regulations and a code of ethics for the notary profession (Cominacini dkk., 2023; Sato dkk., 2023). The implication of the existence of a code of ethics and job regulations makes Notaries bound by a single regulation that contains moral principles and sanctions that will be given if the Notary commits a violation. In the consideration of letter c, Law Number 2 of 2014 concerning the Notary Position (hereinafter

referred to as UUNJ), states that Notaries are a specific position that carries out a profession in legal services to the public. Thus, the existence of Notaries is not for their own benefit, but to meet the needs of the community who require legal services. This is the basis for Notaries to constantly increase their knowledge, experience and skills in serving the public as their primary mission.

The success of a notary is inseparable from their expertise in managing the administration in their office (C.-J. Liu dkk., 2023; Wang dkk., 2023). The results of numerous deeds without accompanied by neat and orderly administration will certainly cause problems and difficulties in the future. Therefore, it is necessary for a notary to study and pay attention to office administration. Administration in notary can be defined as a written activity. Such as writing a list of deeds, a list of private letters that are notarized, a list of private letters that are recorded, and so on. Administration can also be defined as management, planning, organization, direction, coordination and supervision of clerical work so that it can provide accurate and useful information. Things that must be considered so that a notary office can carry out all its activities and activities include office elements, inventory or office equipment, employees, and documentation or archival arrangements.

In carrying out their aforementioned powers and obligations, notaries require the assistance of human resources, specifically notary workers/employees. Notary employees play a crucial role in assisting notaries in providing deed-making services, such as assisting in the preparation, registration, and validation of privately drawn up documents or deeds, and serving as witnesses at the official declaration of deeds (Al-Namankany, 2023; Wang dkk., 2023). Employees, also often referred to as workers, are a crucial element for a notary in terms of their duties and responsibilities. They play a strategic role in the deed-making process. Without them, the notary's plans would certainly not be implemented as planned. Therefore, the presence of workers or employees must be considered to ensure they can effectively carry out the notary's instructions.

A Notary in this context is the employer. Based on Article 1 number 4 of Law Number 13 of 2003 concerning Manpower (hereinafter referred to as UUK), an employer is an individual, entrepreneur, legal entity, or other bodies that employ workers by paying wages or other forms of compensation (Ke dkk., 2023; Li dkk., 2023). As an individual, a Notary also needs workers to support his professional work. Without workers, a Notary cannot carry out his profession quickly or on time. Notaries always emphasize finding workers who are at least graduates of High School (SMA), for Notaries who are high school graduates will have a higher work ethic so they can be given a lower salary or wage than workers who are graduates.

Notary workers have significant potential to carry out the activities of a notary. Notaries and workers are interdependent. For workers, success represents the realization of their potential and an opportunity to fulfill their needs, while for notaries, success is a means to growth and development (Kimura dkk., 2023; Zhu dkk., 2023). Therefore, the abilities, skills, and expertise of notary workers need to be continuously improved, both through planning and broader training and internship programs, to enable them to optimally support notary work.

This study focuses on three main issues related to the working relationship between notaries and employees at the Medan Nasution, S.H. office. First, this study aims to analyze the form of employment agreements drawn up between the two parties, covering aspects of legal substance, agreement structure, and compliance with applicable laws and regulations. Second, this study explores the rights and obligations arising from the agreement, including how the balance between the interests of employees and the responsibilities of notaries can be applied

in daily work practices (Duperray dkk., 2023; Passos dkk., 2023). This is important in order to assess the extent to which legal protection for employees is actually implemented. Third, this study also examines the mechanisms for resolving violations of the contract by notaries against their employees, whether through deliberation, mediation, or formal legal settlement. By thoroughly reviewing these three aspects, this study is expected to provide an in-depth understanding of the dynamics of the working relationship between notaries and their employees, as well as to present constructive recommendations for improving employment practices in the notary profession.

Previous studies (state of the art) that are relevant to this study include the following. First, research by Asrilia Bayi Saka Putri and Gunarto (2017) entitled *Legal Protection for Notary Employees in Fixed-Term Employment Agreements (PKWT)* published in the *Journal of Deeds* Vol. 4 No. 4 December 2017. This study examines the factors causing default in fixed-term employment agreements between employees and notaries in the city of Pekalongan and identifies weaknesses and solutions for the implementation of legal protection for notary employees. Second, research by Zaenal Efendi and Weppy Susetiyo (2018) entitled *Analysis of Employment Contracts at Notary Offices: A Review of Law Number 13 of 2003 concerning Manpower*, published in the *SUPREMASI Journal* Vol. 8 No. 2 September 2018. This study discusses the form of employment contracts at the Notary Office of Sulin, S.H., M.Kn. in Blitar and analyzes their compliance with applicable labor law provisions.

Furthermore, research by Faradilla Elzahra, Yetniwati, and Dwi Suryahartati (2023) entitled *The Responsibilities of Notary Staff in Notary Offices Based on Law Number 2 of 2014 concerning Notary Positions* was published in the *Das Sollen Journal* Vol. 9 No. 1 June 2023. This study explores the concept of the legal relationship between notary staff and notaries as well as the forms of legal responsibility of notary staff in their work environment. The research by Anggi Putri Carolinza, M. Hasbi, and Misnar (2024) entitled *Legal Protection for Notary Employees Who Receive Wages Below the Minimum Wage in the City of Pekanbaru* was published in the *Journal of Law, Humanities, and Politics (JIHHP)* Vol. 4 No. 6 September 2024 (Passos dkk., 2023; Shahait dkk., 2023). This study describes the legal regulations regarding minimum wages in Pekanbaru, the legal relationship between notaries and their employees, and efforts to protect workers' rights through the application of minimum wage standards. Based on the previous study, this research is novel because it specifically examines the rights and obligations arising from employment agreements between notaries and employees, as well as reviewing the potential for default that may occur in such employment relationships.

RESEARCH METHODOLOGY

This study uses a normative legal research method, which is an approach based on the study of secondary legal materials, including legislation, legal literature, previous research results, legal dictionaries, and other relevant sources. This approach focuses on conceptual analysis of the legal norms governing the working relationship between notaries and their employees, with the aim of understanding the legal basis and its application in practice (Huang dkk., 2023; Z. Liu dkk., 2023). Through normative legal research, researchers seek to interpret applicable legal principles and assess the extent to which positive legal provisions can provide protection for parties involved in such employment relationships. Thus, this research not only emphasizes theoretical aspects but also seeks to find the relevance of legal norms in a broader social context.

However, to supplement the normative data and overcome the limitations that may arise from document analysis alone, this study also utilizes empirical data through interviews with a number of respondents who have direct involvement in or in-depth understanding of labor relations practices in the notary environment. This field data collection was conducted to obtain a factual picture of the implementation of labor agreements, possible violations, and the mechanisms for resolving them (Pérez-Gómez dkk., 2023; Xiong dkk., 2023). The interview results were then used as comparative material against the theories and legal provisions that had been analyzed previously, thereby providing a more comprehensive and objective understanding. This combinative approach enabled the study to produce an analysis that was not only normatively sound, but also accurate in describing the empirical conditions in the field.

RESULT AND DISCUSSION

Definition of Notary, its functions and roles

A notary is a public official who is authorized to make deeds. authentic to the extent that the creation of certain authentic deeds is not specifically for officials other general matters. The position of Notary is a position of trust that is obliged to protect the interests of the parties. its customers and the government that places its trust in it. An authentic deed is a deed in the form determined by law executed by or before a public official authorized to do so in the place where the deed is executed.

The existence of a notary is crucial in legal activities. Their function is specifically related to the creation of authentic written evidence. Deeds made before a notary constitute authentic evidence. the most perfect evidence, with all the consequences providing legal certainty for the parties. making the position of Notary a position of trust that is obliged to safeguard the interests of the parties its customers and the government that places its trust in it. Because it aims to guarantee legal certainty, order and legal protection that the community needs regarding written evidence that has an authentic nature regarding circumstances, events, or legal actions, is a deed in a form determined by law made by or before a public official authorized for that purpose at the place where the deed is made. A notary is a public official authorized to create authentic deeds, provided that the creation of certain authentic deeds is not reserved for other public officials. A deed created before a notary constitutes authentic evidence, the most perfect evidence, with all its consequences.

Form of employment agreement between worker and notary (Study at the office of notary/PPAT Khairul Anwar Nasution, SH

Notaries require workers or employees to assist them with their work. In the world of work, the relationship between an employer (notary) and their employees begins with a legal relationship. A legal relationship is a relationship between legal subjects or between a legal subject and a legal object, regulated by law and resulting in legal consequences, namely rights and obligations. Every legal relationship created by law always has two sides: one side is rights and the other is obligations. Another is obligation, because in essence, everything must have a counterpart. There are no rights without obligations, and conversely, abuse of rights is considered to exist if someone exercises their rights inconsistently with the intended purpose. There are achievements that must be carried out by both parties. Fulfilling all these achievements will create harmony or disharmony in the working relationship.

The legal relationship between a Notary as an employer and a worker is an employment relationship. In general, an employment relationship is a relationship that includes the rights and obligations between the worker and the employer, which occurs after an agreement is made by the

worker with the employer (employment agreement). According to Article 1 number 14 of the UUK, an employment agreement is an agreement between a worker/laborer and an entrepreneur or employer that contains the terms of employment, rights and obligations of the parties. More specifically, an employment agreement is an agreement between a worker and an employer/employer that contains the terms of employment, rights and obligations of the parties from the time the employment relationship occurs until the end of the employment relationship. The employment agreement must also clearly state whether the employment relationship is an employment relationship for a specified period (PKWT) or for an indefinite period (PKWTT). Of these two types of employment contracts, the UUK prohibits the employment of contract workers with verbal agreements. To employ contract workers, the employment contract must be made in writing. If the employment contract is made verbally, the consequence is that the PKWT changes to PKWTT and thus the contract worker concerned becomes a permanent worker with all his rights. The UUK prohibits employers from implementing a trial period for contract workers whose employment relationship is made based on PKWT. If the employer applies a trial period to contract workers, then the PKWT changes to PKWTT.

The working relationship between a notary and their employee should begin with an employment agreement. This clearly outlines the terms of employment, the rights, and obligations of both parties. If any breach of the agreement occurs, both parties are held accountable. An employment relationship is a relationship of mutual dependence between employers and employees. Legally, Article 1, number 15 of the UUK defines an employment relationship as a relationship between an employer and an employee based on an employment agreement, which includes elements of work, wages, and instructions. The UUK regulates all matters relating to labor, both before, during, and after employment. Its implementation arises from the existence of an employment agreement. In this context, labor is defined as any person capable of performing work to produce goods and/or services, either to meet their own needs or those of the community. In the UUK, a worker or laborer is any person who works and receives wages or other forms of compensation. The legal relationship that occurs between workers and employers is as the substance of the employment agreement between the two, namely an agreement between the worker or laborer and the entrepreneur or employer that contains the terms of employment, rights and obligations of the parties.

The rights and obligations between employers and workers will only arise after an employment agreement is made as referred to in Article 1 number 15 of the UUK. Therefore, if someone has bound themselves to an employment agreement, it means that they are personally mechanically willing to work under the orders of another person. The legal consequence of an employment agreement is the existence of an employment relationship, namely the relationship between the employer and the worker or laborer based on an employment agreement that has elements of work, wages and orders. The elements that determine the existence of an employment relationship are: There is work to be done, There is an order (working on orders) boss or entrepreneur), There is a wage.

Without any of these three elements, there is no employment relationship. Article 50 of the Employment Law explains that an employment relationship arises from an employment agreement between the employer and the employee. Therefore, it is clear that an employment relationship only exists after an employment agreement has been established. An employment agreement is considered an autonomous law, meaning it holds a very important position and role and determines the rights and obligations of both parties, as well as the implementation of the employment relationship, termination of the employment relationship, and post-employment events. With an

employment agreement, it is hoped that employers will no longer be able to treat their employees arbitrarily, because the employment agreement stipulates all reciprocal rights and obligations between the employer and the employee. An employment agreement can be made either in writing or verbally. Sociologically, employees are considered to be the weaker party compared to the employer. Workers or employees are not free to determine their will towards their employer, because in an employment relationship, the employer has set boundaries that must be followed by the workers or employees.

Based on an interview with Notary Khairul Anwar Nasution, SH, the employment agreement with his employees is an unwritten one (interview dated December 18, 2024). In principle, employment agreements are made in writing, but considering the diverse conditions of society, it is possible to make an oral employment agreement as explained in Article 51 of Law No. 13/2003. Employment agreements can be made in writing or orally with the basis as regulated in Article 1320 of the Civil Code, namely: agreement of both parties, ability or skill to perform legal acts, the existence of the promised work, the work promised does not conflict with public order, morality and applicable laws and regulations.

Article 1320 of the Civil Code was adopted into Article 52 number (1) of Law Number 13 of 2003 concerning Manpower states that employment agreements are made on the basis of: Agreement of both parties, The ability or skill to carry out legal act, The existence of promised work, The work promised does not conflict with public order, morality and applicable laws and regulations. The Notary Office of Khairul Anwar Nasution, SH was established in 2003 and currently employs 2 (two) employees, namely:

Table 1. Notary Office of Khairul Anwar Nasution

Name	Education	Job description
Yuda Prawiranto	Bachelor of Law	<ul style="list-style-type: none"> a. Prepare all documents related to notarial deeds ordered by the notary. b. Taking care of administration related to notarial deeds to various agencies such as the sub-district, BPN, clients and others. c. Archiving and documenting all deeds that have been made. d. Do what the Notary orders
Selly Feblianti	D3 Computer	<ul style="list-style-type: none"> a. Help prepare all documents related to notarial deeds ordered by the notary. b. Assist in preparing documents and administration related to notarial deeds that will be processed by various agencies such as the sub-district, BPN, clients and others. c. Do what the Notary orders.

Rights and Obligations Arising from the Employment Agreement Between the Employee and the Notary

The employment relationship creates rights and obligations for workers and notaries. In accordance with the Employment Law Number 13 of 2003, articles 5 and 6, employee rights are that every worker/laborer has the right to receive equal treatment without discrimination from the employer. Wages are compensation in the form of money that must be received by workers as a

result of the employment agreement. This includes benefits provided to workers and their families. Employees have the following rights and obligations: Receiving a Living Wage. Based on Presidential Regulation No. 78 of 2015 concerning Wages, the Living Wage, hereinafter abbreviated as KHL, is the standard requirement for a single worker/laborer to be able to live a decent life physically for 1 month.

Becoming a Member of a Labor Union: Get social security and occupational health and safety (K3), Making a Work Agreement or PKB, Right to Protection from Unfair Layoff Decisions. The employee's obligations are as follows: Obligation of obedience, namely employees must comply with company regulations, Obligation of Confidentiality, namely employees are obliged to maintain the confidentiality of company data; Obligation of Loyalty, namely employees must support the company's vision and mission and have loyalty to the company.

According to Yuda, the principle of trust is the most important foundation in any working relationship, regardless of how detailed the written agreement is: "I think Mr. Khairul has shown that to Selly and me, we feel like we are one family. As a simple example, we are provided with lunch every day, except Saturdays because we work half a day. We even discuss our respective families." (interview December 18, 2024). Regarding salary matters, based on data from the Notary Khairul Anwar's office, the details of the salaries received by workers are as follows:

Table 2. Data from the Notary Khairul Anwar's office

Name	Amount of Salary per month
Yuda Prawiranto	Rp. 2,000,000
Selly Feblianti	Rp. 1,000,000

According to Yuda Prawiranto, the salary received is not yet the standard Minimum Wage (UMK) for Medan City of IDR.3,769,082 but he can understand: "The number of notaries is one of the factors that influences a notary's income. But"For business purposes with the National Land Agency (BPN), other agencies, or to meet with clients, notaries also provide a certain amount of money outside of their salary." (interview, December 20, 2024). Although the employment agreement is not written, the working relationship between notaries and employees appears very harmonious. Similarly, Selly said: "We hope the economy will also improve and the income of the notary office will also increase." (Kasiyanto & Jatmikowati, 2023; Nguyen dkk., 2023).

Form of Settlement in the Event Of Default by the Notary Against his Employees.

DuringIf there is an employment relationship between the employer and the employee, it is possible that a dispute will occur.Based on Article 1 number 1 of Law Number 2 of 2004, there are four types of industrial relations disputes, namely (1) disputes over rights, (2) disputes over interests, (3) disputes over termination of employment, and (4) disputes between labor unions in one company.

The employment relationship between workers and Notary Khairul Anwar may result in a dispute over rights, not other types of disputes that occur in a company. According toArticle 1 number 2 of Law Number 2 of 2004 emphasizes that a rights dispute is a dispute that arises due to the non-fulfillment of rights, due to differences in implementation or interpretation of provisions of laws and regulations, work agreements, company regulations, or collective work agreements. Linked to the formulation of Article 1 number 1, the formality of a rights dispute is a difference of opinion that results in conflict, due to the non-fulfillment of rights. The legal subject is the employer or a combination of employers with workers or labor unions.

If the provisions of Article 1 paragraph 2 are elaborated further, several possible causes of non-fulfillment of rights in employment relationships can be identified. First, inconsistencies may

arise due to differences in the implementation of applicable laws and regulations. Second, differences in the application of the contents of employment agreements between workers and employers can also lead to disputes (Cura dkk., 2023; Liang dkk., 2023). Third, similar issues can be caused by inconsistencies in the implementation of company regulations governing the rights and obligations of the parties. Fourth, differences in the implementation of collective labor agreement provisions can be a source of employee dissatisfaction. In addition, disputes may also arise due to differences in interpretation of the contents of laws and regulations, employment agreements, company regulations, and collective labor agreements. Thus, uncertainty in the implementation and interpretation of various labor law instruments has the potential to cause disharmony in industrial relations between workers and employers, requiring a comprehensive understanding of the law to overcome it.

An absolute element that must be present in a rights dispute is the non-fulfillment of the rights. Because the source of the birth of rights is legislation, employment agreements, company regulations, or collective labor agreements, the law determines that the non-fulfillment of rights is caused by two things, namely differences in implementation or differences in interpretation of the sources of the birth of these rights (Krischuns dkk., 2023; Smith & Casadevall, 2023). Therefore, according to Abdul Rachmad Budiono, a separate analysis is needed regarding the meaning of the phrase difference in implementation and difference in interpretation, as stated in Article 1 number 2. In addition to Article 1 number 2, Law Number 2 of 2004 also makes another formulation regarding rights disputes. This is found in the explanation of Article 2 letter a. The explanation of this article states: "Rights disputes are disputes regarding normative rights, which have been stipulated in employment agreements, company regulations, collective labor agreements, or laws and regulations."

Although this explanation is in the form of a formula, it must be interpreted as an explanation of both Article 2 letter a, as well as Article 1 number 1 and Article 1 number 2. The rights of employers and workers are contained in laws and regulations, employment agreements, company regulations, or collective labor agreements. These rights are commonly referred to as normative rights. These rights can be disputed, the form or formality of which is a difference of opinion that results in conflict. The disputing parties can be employers, workers, or employers and workers (Krischuns dkk., 2023; Scott dkk., 2023). The core of the dispute is the non-fulfillment of rights. The non-fulfillment of rights is due to differences in implementation or differences in interpretation. That what is meant by differences in implementation is the difference between the law and its implementation or application. Abdul Rachmad Budiono provides the following illustration:

"Brian, a businessman, entered into an employment agreement with Sukamto, a laborer. One of the many clauses in the employment agreement was that Sukamto's wages would be Rp. 1,000,000 (one million rupiah) per month. For some reason, in a certain month Brian did not pay Sukamto's wages according to the employment agreement. Brian only paid Sukamto's wages in the amount of Rp. 800,000.00. In this incident, there is a difference between the law and its implementation. If Sukamto questions it, and Brian remains adamant that he can only pay wages of Rp. 800,000.00, then a difference of opinion arises which results in conflict. A dispute over rights arises."

There has never been any dispute over rights in the employment relationship between workers and Notary Khairul Anwar, SH. Salary issues, for example, remain paid on the first of each month and the amount has never been reduced (interview with Yuda and Selly) (Hou dkk., 2023; Yadav dkk., 2023). Essentially, there has never been a dispute over rights between workers and Notary Khairul Anwar, SH.

CONCLUSION

The employment relationship between the employee and Notary Khairul Anwar Nasution, SH, is established without a written agreement, although such an arrangement is legally permissible. In practice, this form of relationship gives rise to mutual rights and obligations for both parties, which are primarily grounded in principles of trust and kinship rather than formal contractual provisions. Despite the absence of written documentation, the relationship continues to function effectively due to the shared understanding and informal commitments maintained by both the employer and the employee. This condition reflects a common practice in certain professional environments where personal trust plays a significant role in sustaining working relationships.

In fulfilling his responsibilities, the notary has consistently met his obligations by providing the employee's salary as well as covering related expenses. On the other hand, the employee carries out assigned duties in accordance with the instructions given, demonstrating compliance and professionalism in the execution of tasks. The reciprocal performance of obligations by both parties indicates that the working relationship operates harmoniously. Consequently, up to the present time, there has been no indication of breach of contract or failure to perform obligations on the part of the notary, thereby affirming the stability and continuity of this unwritten employment arrangement.

AUTHORS' CONTRIBUTION

Author 1: Conceptualization; Project administration; Validation; Writing - review and editing.

Author 2: Conceptualization; Data curation; In-vestigation.

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