

Abstract

Li'iza Diana Mangzil, 2015, Work Agreement between Employee with the Owner of Plantage Reviewed from KHES (Study of Chocolate Plantage in Plosorejo Village Kademangan Subdistrict Blitar Regency), Thesis, Syari'ah Business Law Major, Syari'ah Faculty, State Islamic University Maulana Malik Ibrahim Malang, Supervisor : H. Alamul Huda, M.A.

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Chocolate Plantage in Plosorejo village is one of the biggest kakao produsen in Blitar city and it is included as educational tourism whose name "Guyub Santoso". The success to develop kakao in Plosorejo village is due to professional, diligent, and loyal workers so that chocolate plantage of "Guyub Santoso" can sell the product to many cities. However, in this case work agreement conducted is still in the form of oral and there is no written contract with inappropriate procedure based on constitution. The workers coming from Plosorejo village do not really mind about the work agreement because they have believed in chocolate plantage manager who is an educated person.

In this research there are research questions namely: 1) How is work agreement between employees and chocolate plantage owner in Plosorejo village Kademangan subdistrict Blitar regency? 2) How is work agreement between employees and chocolate plantage owner in Plosorejo village Kademangan subdistrict Blitar regency based on KHES princip? Type of this research is empirical juridical research because in this research the data is gained directly from the field related to work agreement case between employees with chocolate palntage owner. Data collecting method in this research uses several steps namely observation, interview and documentation to answer the reserch questions.

Based on research result conducted, Implementation of work agreement of chocolate plantage Plosorejo village Kademangan subdistrict Blitar regency is not written. Although the unwritten work agreement is legal to use, but it must be suitable with procedure of labor constitution article 63 namely: (1) in the case of work agreement, uncertain time is made orally, then entrepreneur is obliged to make appointment letter or the worker. (2) Appointment letter which is in verse (1), at least it contains explanation about a.name and address o the worker, b.date to start working, c. type of work, d. wage which is suitable with syar'i procedure without losing out one of the party doing the agreement and to achieve the purpose of the agreement.