



# The Urgency of the Principle of Balance in the Service Bond Agreement of Lion Air Group

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**Abstract:** The concept of balance is vital in work contracts, where mutual fulfillment of rights and obligations ensures justice. Specifically, this study will focus on the balance principle within the service bond work agreement at Lion Air Group, by examining its relevance and the legal protection it offers to pilots. Utilizing a normative juridical approach, the research analyzes the Lion Air Group Service Association Work Agreement. Findings reveal that the agreement between PT. Lion Mentari Airlines and its pilots employs standard clauses which fail to uphold the balance principle. There is an evident imbalance in the rights and obligations of the parties involved. Emphasizing the balance principle is crucial in standard contract agreements to address this disparity. The significance of this principle in work agreements extends to enhancing worker welfare, safeguarding against unjust practices, preventing illegal actions, strengthening industrial relations, and reducing workplace disputes. Overall, the study highlights the urgent need for equitable balance in work contracts to ensure fair and just treatment of all parties involved.

**Keywords:** Principle of balance; Service bond agreement; Legal Protection

## 1. Introduction

The aviation industry plays a crucial role in both global and national economies. This sector in Indonesia has experienced rapid growth, paralleling the increase in the movement of people and goods. Lion Air Group implements service bond agreements for various positions, particularly for pilots who require specialized training and have specific investment return specifications. These agreements are expected to be executed fairly and balanced, considering the rights and obligations of both employers and workers. This balance is essential for maintaining harmonious cooperation and avoiding potential legal conflicts. Therefore, the importance of the balance principle in service guarantee contracts is a topic of significant discussion.

Our research analyzes the need for changes in policies and industry practices that prioritize fairness in service bond agreements. It offers a framework to enhance employment relations in the aviation sector, with expected benefit potentially increasing fairness for pilots. Theoretically, this study contributes to contract law by exploring the balance principle in employment contracts, opening new insights that challenge existing theories. This research connects legal principles with labor economics and corporate practices, paving new interdisciplinary paths to understanding the dynamics of labor agreements. Future research could examine comparative analyses or the long-term outcomes of fair contract practices, deepening our understanding of the balance principle.

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In the context of the economy, bargaining often overlooks certain factors and involves one party threatening to breach an agreed contract. If the innocent party can prove they had no other alternative, the contract may be voided. The presence of undue influence in this doctrine highlights the misuse of power by one party over another. This issue arises because the free will to bargain is sometimes not feasible. (Personal & Archive, 2009) Bruggink posits that legal principles act as meta-norms, underpinning and inspiring concrete legal norms, thus serving as guidelines for practitioners. (Gaffar et al., 2021)

Herlien Budiono views legal principles as foundational or fundamental due to their intrinsic nature. In classical contract law, well-known principles include consensualism, binding force, and freedom of contract. However, in the context of Indonesian contract law, the addition of the balance principle is deemed necessary. (Budiono, 2006) Concepts such as consensualism, binding force, freedom of contract, and balance are normative expectations related to the ideal social role. These expectations align with social rules, normative traditions, and societal history. (Budiono, 2006)

The implementation of the balance principle is interrelated with other principles such as good faith, trust, and freedom of contract. The achievement of balance among parties is supported by the intent and trust of the parties, as reflected in the contract's content. The freedom to execute agreements should not harm or disadvantage one party's interests in committing to the contract.

Protecting workers involves, among other things, ensuring their basic rights with a balanced status. The role and position of workers are essential in national development in the employment sector, focusing on improving worker quality and protecting their rights. The aim of employment contracts is to detail the rights and obligations of the parties involved, preventing employers from acting arbitrarily towards employees, thereby avoiding any party being disadvantaged. Consequently, this discussion formulates the issue of how the balance principle is applied in Lion Air Group's employment contracts and what legal protections are implemented to minimize violations of balance in Service Bond Law.

PT. Lion Mentari Airlines, as the party drafting the standard contract, holds a superior position in agreement formation. An agreement, as defined by Article 1313 of the Civil Code, is an act where one person binds themselves to one or more other people.

Employment contracts, particularly service bond agreements, are generally categorized as standard contracts. In practice, these often involve standard contracts, characterized by limited freedom due to being drafted unilaterally. Sometimes, they are even presented in the form of pre-made forms or agreements, where the other party merely signs to agree to all the clauses.

In the structure of employment contracts, there is a specific dynamic where employers often hold a more dominant or stronger position compared to the other party, the workers. The parties' positions in employment agreements are of a subordinate nature, with the workers in a less powerful or lower position. (Suryono, 2011)

Understanding the application of the balance principle in service bond agreements is essential to prevent arbitrariness, particularly unlawful actions by parties in a higher position that could disadvantage one side.

Parties in an agreement have the right to determine its content as stated in Article 1338 paragraph (1) of the Civil Code, but such freedom of contract is not without limits. The rights and obligations of the parties must be considered. Agreements should be executed in good faith, as mandated by Article 1338 paragraph (3) of the Civil Code. Parties involved in drafting employment contracts should do so with honesty, without any intent to harm the other party.

Legal protection for pilots in the context of service bond agreements is particularly significant. On one hand, airlines have legitimate business needs to protect their investments. On the other, pilots have the right to work in a fair environment and receive compensation commensurate with their responsibilities and the risks of their job. Service bond employment contracts are signed by the Worker as the Second Party and the Employer (Pilot). The balance principle is crucial in these agreements to ensure fairness in the rights and obligations of the parties. The discussion will focus on the urgency of the balance principle in service bond agreements and legal protection for pilots within the context of the aviation industry. It also examines how legal protection for pilots in service bond employment contracts can be achieved. The goal is to reach a balance between the needs of airlines and the rights of pilots, aiming to create a fair and sustainable work environment in the aviation industry.

## 2. Materials and Methods

Legal research is conducted by synchronizing law in its implementation. The study employs a normative juridical method, analyzing a service bond agreement of a pilot at PT Lion Air Mentari. Secondary legal materials such as legislation, academic literature, bibliographic studies, and other relevant documents are analyzed.

Indicators to assess the relevance of data sources for the given research include: alignment with the research topic, the authority and credibility of the source, the source's publication date to ensure current legal standards, and the source's specificity to the service bond agreement and aviation industry regulations (Kadarudin, 2021). These criteria ensure selected materials are pertinent and contribute effectively to analyzing the pilot service bond agreement at PT Lion Air Mentari.

## 3. Results and Discussion

### 3.1. *The Principle of Balance in the Service Bond Agreement of Lion Air Group*

The employment relationship is a central concept in labor law. According to Law Number 13 of 2003 on Employment, hereafter referred to as Law Number 13 of 2003, an employment relationship is defined as the relationship between an employer and a worker/laborer based on an employment contract, encompassing elements of work, wages, and orders.

This concept is further emphasized by Soepomo, who defines work as a commitment where the first party, the laborer, agrees to receive wages from the second party, the employer. In turn, the employer commits to employing the laborer in exchange for wages. (Husni, 2014) Imam Soepomo further defines the employment relationship as a bond between the worker and the employer. In this relationship, both

the worker and the employer are bound by a contract. The worker agrees to work and receive wages, while the employer agrees to employ and provide wages in return. (Kemenaker, n.d.)

The principle of equilibrium embodies the aspiration for achieving a balanced state in agreement or business contracts. The principle ensures that individual interests are protected under objective law. It mandates that there should be an equitable distribution of rights and responsibilities among all parties in accordance with the terms of the agreement. (Mochtar, 2019) This demonstrates that an agreement ought to maintain a balance between the involved parties to foster a sense of justice. A contract lacking this balance is not legally binding, as it goes against principles of good faith, justice, and proper conduct. Consequently, an agreement that is found to be imbalanced can be subject to a request for cancellation. (Widaningsih et al., 2023)

The employment relationship between workers and employers is often defined through employment contracts mutually agreed upon by both parties. In this discussion, PT. Lion Mentari Airlines, known as Lion Air Group, has set specific terms in the service bond employment agreements they offer. These agreements are pre-designed by PT. Lion Mentari Airlines, and prospective workers choose to accept by signing them.

Employment contracts in the workforce play a crucial role as the foundation of the relationship between workers and employers. As cited by Kemal Juniardi from Suryono, employment contracts created by employers often take the form of standard contracts. In such contracts, the job content is entirely determined by the employer. However, there are standard provisions regulated in Law Number 8 of 1999 concerning Consumer Rights, which prohibit the creation of standard clauses that meet certain criteria and clauses that are difficult to distinguish, read, or understand. (Juniardi et al., 2021).

While PT. Lion Mentari Airlines, as the first party, has the authority to set rules and terms in the agreement, it is important for them to ensure that certain principles are applied. The goal is to create a balance between the rights and obligations of both parties. However, problems often arise when there is an imbalance in rights and obligations, especially to the detriment of the worker. This imbalance is typically caused by an unequal bargaining position between the two parties.

A concrete example of the imbalance in bargaining positions in employment contracts can be observed in the Lion Air Group agreements. These include a clause stating that if the Second Party, the worker, fails to meet the Mandatory Education and Training standards (Proficiency Checks), the First Party, the employer, has the right to terminate the employment relationship. Additionally, the Second Party is required to pay compensation, highlighting the imbalance in bargaining positions between the two parties.

In addressing the core aspects of an agreement, Patrick S. Atiyah, as cited by Niru Sinaga, asserts that an agreement primarily aims to fulfill three key purposes. First, it is to maintain commitments that parties have consented to and to protect the

reasonable expectations that arise from such promises. Second, it seeks to prevent untechnical or illegal enrichment. Third, the purpose of an agreement is to avoid different types of harm.

Furthermore, Herlien Budiono adds a fourth objective to agreements: achieving a balance between self-interest and interests related to the opposing party, originating from the principle of harmony in customary law.(Budiono, 2006)

It is also important to distinguish between the termination of employment and the end of an employment contract. While both result in the worker ceasing to work, their backgrounds and procedures differ. Termination of employment is usually a decision made by one party, often the employer. In contrast, the end of an employment contract can occur due to reasons agreed upon in the contract clauses or due to unforeseen circumstances beyond both parties' control.

The dynamics of legal practice are constantly evolving, requiring careful and adaptive approaches. Professor Dr. Rudolph von Gering emphasizes the importance of technical precision in aligning law with emerging jurisprudence, especially when dealing with conflicting concepts. Nevertheless, in upholding the spirit and objectives of the law, justice must not be overlooked. Instead, the law should always uphold the values and norms existing within society as a reference. In a modern context, the law is considered a starting point for change and renewal, underscoring its central role in society.(Aprita & Aditya, 2020)

Employment contracts serve as crucial instruments governing the relationship between workers and employers. According to PL Tobing, balance in employment contracts reflects fair execution without coercion, with labor law providing a legal framework to maintain order and build partnerships.(Tobing, 2022) Theoretically, no individual willingly binds themselves in an agreement without expecting a counter-performance. However, in practice, individuals voluntarily bind themselves to more dominant companies to perform actions or provide services without expecting material or juridical compensation.(Budiono, 2006)

In the Indonesian aviation industry, PT. Lion Mentari Airlines, commonly known as Lion Air Group, stands out as a key player. However, certain aspects of their service bond employment agreements raise questions about the balance between the rights and obligations of workers and the company.

One noteworthy clause pertains to the compensation payable by workers, especially pilots, if they fail to meet certain standards. For instance, a pilot who does not meet the set standards in training may have to pay compensation of USD 758,689.57. This amount includes the cost of education and training as well as transportation deposit fees. However, the clause lacks detailed explanation on how this amount is calculated, particularly the actual cost incurred for training.

Moreover, there are exoneration clauses, like the one in Article 6, that release PT Lion Air Mentari from various obligations. In contract law, exoneration clauses are typically intended to free or reduce the liability of one party, usually the more dominant one, from certain obligations. In this case, Lion Air Group uses this clause to protect itself from potential risks or liabilities.

The application of such clauses must be approached cautiously. As explained by Purwahid Patrik, exoneration clauses should consider the balance principle, justice, and the company's reputation. In contract law, exoneration clauses refer to statements or provisions intended to free or reduce the liability of one party, usually the more dominant one, from certain obligations or from the consequences of losses that may arise from the execution of the contract. In service bond employment agreements, companies or employers apply exoneration clauses to protect themselves from potential risks or liabilities. The application of exoneration clauses in employment agreements must be carefully considered, based on reasons such as the balance principle among parties, legal considerations related to justice principles, which, if not complied with, can render the contract void, and the company's reputation, which may appear to neglect its workers' rights.

The Service Obligation Agreement with number /JT-DI/PKCC/III-2017 illustrates potential abuse of circumstances. Amalia Rizki Sugiyono's (Sugiyono, 2022), research indicates a disproportionality in the positions of workers and the company, particularly concerning the duration of pilots' work and the level of compensation they receive.

Yolota Elgeriza Agustin observes similar issues in employment contracts between venture capital firms and small and medium-sized enterprises (SMEs). In these cases, venture capital firms often establish contract clauses without involving SMEs, depriving them of the opportunity to negotiate. (Yolota Elgeriza Agustin, 2018) Such practices contravene the principles of balance and fairness in employment agreements.

Carolyn Sutherland adds that Individual Flexibility Agreements (IFAs), introduced in 2009, were intended to provide a mechanism for employers to make arrangements with individual employees. However, these agreements must meet specific legal requirements: they should genuinely meet the needs of both the employee and employer, be agreed upon earnestly by both parties, and offer overall benefits to the employee. (Sutherland, 2015)

Rights are inherent to human beings and exist naturally, necessitating legal frameworks to ensure their continuous presence and application in societal structures. This need for rights is precisely why laws are established. These rights are not creations of the state; they pre-exist in society, and the state's role is to identify and safeguard certain rights. As outlined by Peter Mahmud, a right comprises three key components: protection, recognition, and will. When justice principles are implemented effectively, they foster the development of ethical and responsible business practices. (Raharja, 2023)

In practice, the principle of balance is often overlooked. Another example is the investigation into PT. DB Ambon. This company failed to meet the balance aspect, as workers' rights were neglected. Even the Company Regulations (PP) were never communicated to the workers, despite requiring their adherence. Worker representation participation is necessary to ensure that companies do not arbitrarily implement workers' rights. (Balik & Hetharie, 2020)

The principle of maximum balance in standard business contracts ensures fair representation of all parties' interests, legal certainty, and fairness. It's influenced by the parties' positions and commitment to good faith, leading to equitable execution of contracts. This approach results in more effective and efficient contract implementation. (Luh & Mahendrawati, 2021) Universally, principles such as good faith,

fair treatment, justice, and decency are fundamental in the business environment. Experts often associate the ideal concept of good faith with ethical values like honesty, loyalty, and commitment fulfillment. This embodies the Roman law principle that a wise individual should always act with full integrity. (Hamza, 2019)

However, field realities often diverge from theoretical ideals. For instance, a study by Brutger and Rathbund reveals that in America, perceptions of justice are heavily influenced by the proportionality of benefits received to productivity. This suggests that imbalances between productivity and received benefits can lead to perceptions of injustice. (Brutger & Rathbun, 2021)

In Indonesia, these issues are also evident in employment contracts. For example, a Service Bond Agreement setting a work duration of up to 18 years contradicts labor laws that stipulate a maximum duration of 2 years, with a possible extension only once. Moreover, many companies still use standard contracts, which tend to favor one party, usually the company, and overlook workers' rights. Service bond agreements, governed by the Civil Code and the 2003 Law Number 13 on Employment, must fulfill the validity requirements of an agreement in Article 1320 of the Civil Code and the principles of agreements. Employment contracts within service bonds must comply with labor law provisions, distinguishing between fixed-term and indefinite-term contracts.

The validity requirements of an agreement, as outlined in Article 1320 of the Civil Code, include an agreement between two parties, consent, capability, a specific matter, and a lawful cause. The first and second conditions are subjective, relating to the parties entering into the agreement, while the third and fourth, concerning the object of the agreement, are objective. If the first and second conditions are not met, the contract can be annulled. If the third and fourth conditions are not met, the contract is considered void, as if it never existed.

Abudlkadir, as cited by Etty Mulyati, argues that the essence of justice lies in fulfilling every right and obligation within the framework of human social interaction. Justice relies on the principle of balance between rights and obligations. In this context, the principle of justice underscores the importance of proportional actions, aligning with each individual's rights. Meanwhile, the principle of fairness highlights the need for banks to consider social norms respected in society, including moral, traditional, and habitual aspects. (Mulyati, 2016) Justice is a balance and equality of rights and obligations. The implication is balancing the protection of parties with the achievement of justice through employment agreements. (Sinaga, 2017)

The existence of the balance principle between workers and employers in employment contracts has not yet been realized due to contracts often being standard, leading to imbalances in the agreement. The concept of balance in employment contracts is linked with the justice principle to achieve fairness for the parties, given its binding nature. Hence, the formulation of employment contracts should be based on justice and future objectives, not just on realizing agreements agreed upon by workers and employers. (Noviana, 2022)

Companies involved in drafting service bond agreements need to ensure the protection of workers' rights and obligations. Thus, a fair and balanced employment relationship is established between the interests of the workers and the interests of the company in enhancing loyalty and productivity. It is crucial for companies like Lion Air Group to ensure that the employment contracts they offer protect not only the company's interests but also the rights and welfare of workers. A fair and balanced agreement benefits both parties in the long run and fosters a harmonious working relationship.

### *3.2. Legal Protection for Pilots in the Service Bond Agreement of Lion Air Group*

Satjipto Rahardjo's perspective, which interprets legal principles as the 'heart' of legal regulations, is based on two important foundations. Firstly, the creation of a broad foundation that encourages the formulation of legal regulations, where all such regulations can ultimately be traced back to these principles. Secondly, legal principles also function as the *ratio legis*, or the underlying reason for the creation of legal regulations. These legal principles retain their strength and persist in generating various legal regulations. Legal principles can be utilized to guide more specific legal regulations. Soedikno Mertokusumo conveys that legal principles are not concrete laws, but abstract concepts that form the background of concrete legal regulations. He suggests that legal principles are present in every legal system and can be found in legislative regulations and judicial decisions, which are part of positive law. The identification of these legal principles can be achieved by seeking characteristics in concrete legal regulations. (Rokilah & Sulasno, 2021)

In the context of Industrial Relation Court proceedings, workers can initiate a change of their employment status from a fixed-term contract (PKWT) to be a permanent employment contract (PKWTT) if their employers are found to be in breach of Article 59, paragraph (1) of the Job Creation Law. (Santoso, 2023)

An employment contract is a written agreement between a worker and an employer that includes work provisions, rights, and responsibilities of both parties, considering the safety and security aspects of the worker in accordance with applicable regulations. Several articles in the Job Creation Law elucidate about Fixed-Term Employment Contracts (PWTT), namely Article 56 paragraph (1), Article 57, Article 58, Article 59, and Article 60. These articles modify some provisions in Law Number 13 of 2003 on Employment. Therefore, changes in regulations related to employment relationships can affect the content of employment contracts, including the rights and obligations of the parties involved. Employers who consistently create employment contracts are expected to adjust to the developments in applicable legislation, prioritizing the balance of rights and obligations of the parties.

Imam Soepmo categorizes worker protection into three types. First, economic/welfare protection entails providing workers with sufficient income to meet their daily needs and those of their families, even when not working due to uncontrollable reasons, referred to as social security. Second, social protection involves



societal efforts to ensure workers can develop their lives as individuals and community members, termed occupational health. Third, technical protection is about workplace safety efforts to protect workers from dangers like aircraft accidents or other work-related equipment or materials handled by the company, known as work safety. (Pugito, 2018)

The objective of legal protection for workers is to guarantee the fair implementation of the rights and obligations of the parties and to foster workers' welfare by providing labor benefits/allowances against various potential risks.

Labor law originated with the concept of offering safeguards for involved entities, particularly employees who are considered the more vulnerable party, and promoting social fairness within employment relationships that encompass a range of similarities and disparities among those involved. (Amelia, 2023)

In the realm of labor law, protection for employees against imbalanced employment contracts, illicit acts, and the inclusion of exoneration clauses is comprehensively governed by various regulations. Within the Indonesian jurisdiction, the cornerstone of such legal protection is established under the Employment Law Number 13 of 2003. Employees who find themselves adversely affected under these circumstances are entitled to pursue a series of legal remedies.

Initially, employees may opt to engage in mediation or bipartite resolution, attempting to resolve issues through direct negotiation with their employers. This conciliatory process typically involves representatives from both the workforce and the employer, with the objective of arriving at an equitable resolution satisfactory to all involved parties.

Should the bipartite resolution reach an impasse, employees are empowered to initiate legal proceedings by filing a lawsuit in the Industrial Relations Court (PHI). In this venue, the court meticulously evaluates the evidence and arguments presented by both parties before delivering its judgment. It is important to note that when an industrial relations dispute arises from a collective agreement that has been registered with the PHI, the decision of the court carries executory power.

Expounding on the procedural nuances of collective agreements, Salahuddin Gaffar and his colleagues have identified two predominant approaches. One does not necessitate a full legal examination of disputes until a definitive verdict is rendered but instead centers on deliberation over pivotal issues by the Judges' Council. The other approach allows for the acceptance of lawsuits while steering the proceedings towards an interim decision, with the ultimate resolution of disputes achieved through mutual consent. (Gaffar et al., 2021)

Additionally, employees have the recourse to report any infractions by their employer to the Labor Department or other pertinent authorities. Upon such reporting, the Labor Department has the mandate to carry out inspections and, if necessary, impose administrative penalties on the employer for any substantiated violations.

Lastly, employees may seek the support of labor unions, which can play a pivotal role in championing their rights and engaging in collective bargaining with the

employer on their behalf. These unions serve as a robust pillar of support, fortifying the employees' position in negotiations and ensuring adherence to fair labor practices.

Article 156 paragraph (1) of the Job Creation Law stipulates that disputes between workers/laborers and employers in industrial relations are to be resolved through the industrial relations court. Should workers experience detriment from their employment contract, they can initiate legal action by filing a lawsuit in the industrial relations court. According to the provisions of Article 156 paragraph (1) of the Job Creation Law, industrial relations disputes between workers/laborers and employers must be resolved through the industrial relations court mechanism. Before proceeding to court, workers are advised to undergo mediation or negotiation with the employer, or use industrial dispute resolution mechanisms in accordance with applicable legal norms. If mediation does not result in an agreement, workers can then take legal action by filing a lawsuit in the industrial relations court. When initiating a lawsuit, workers need to ensure compliance with procedural requirements set by law and provide relevant and strong evidence to support their claim.

Subsequently, the industrial relations court will adjudicate the case and issue a binding decision for both disputing parties. Therefore, workers are advised to ensure a proper understanding of the agreements in their employment contract and to seek peaceful solutions through negotiation before opting for legal proceedings.

In the context of employment law, if an industrial relations dispute occurs and one of the resolution means through Bipartite, Mediation, or Conciliation results in an agreement, it is formalized as a Collective Agreement signed by the parties. This Collective Agreement is then registered with the PHI to obtain an Executory Registration Certificate. This means that if one party fails to fulfill the terms of the Collective Agreement, the aggrieved party can file for execution with the Industrial Relations Court (refer to Article 7, Article 13, Article 23 of Law Number 2/2004). However, according to the Constitutional Court Decision Number 68/PUU-XIII/2015, if no agreement is reached in resolving an industrial dispute through conciliation, the conciliator issues a written recommendation to resolve it in the form of a settlement record.

The implementation of collective agreements introduces two important concepts. First, if a dispute has been resolved through a collective agreement, the court may not accept a lawsuit concerning the same matter. In such situations, the judge can review the submitted documents and consider evidence presented in court to understand the main issue raised by the parties. Then, the Judges' Council can deliberate and decide, with just one judge, that the case has been resolved and proceed to determine the execution order. Second, if the lawsuit is still in process, it will only continue up to the interim decision stage. However, if initial examination reveals that the dispute has been resolved through a collective agreement, then the court proceedings will be halted. This approach proves to be more effective, efficient, and fair, providing legal certainty for all involved parties.(Gaffar et al., 2021)

Workers, including pilots under the Lion Air Group Service Bond Agreement, should have adequate access to dispute resolution mechanisms and legal protection. This protection encompasses the right to compensation if it is found that the company has committed violations, such as not applying the principle of balance, engaging in unlawful acts, or incorporating exoneration clauses in the employment contract. Specifically for Lion Air Group pilots, legal protection in the service bond agreement may include aspects of flight safety, training, and compensation in case of accidents or incidents.

#### 4. Conclusions

The implementation of the balance principle in an agreement is crucial to achieve fairness for the parties involved. However, in the service bond agreement between PT. Lion and its pilots, this principle appears not to be fully realized. This is due to PT. Lion Air Mentari, as the employer, using standard contracts that limit the pilots' ability to negotiate. The company's more dominant position, as the contract maker, affects the balance of rights and obligations. Therefore, it is important for PT. Lion to ensure that the service bond agreement fairly reflects the rights and obligations of both parties, creating a harmonious and balanced working relationship.

Legal protection forms for pilots under the Lion Air Group Service Bond Agreement to ensure the fair implementation of rights and obligations include filing lawsuits in the Industrial Relations Court, or through out-of-court settlements (mediation). This legal protection includes the right to obtain compensation if there are legal violations in the execution of the service bond agreement. Additionally, legal protection for workers in upholding their rights and obligations is regulated through Law Number 11 of 2020 on Job Creation and Law Number 13 of 2003 on Employment.

The research limitations include a narrow focus on PT. Lion Air's pilot agreements, potentially overlooking broader industry practices. Future research should expand to comparative analyses across different airlines, incorporating qualitative interviews with pilots and legal experts. This broader scope would enhance understanding of contractual fairness in the aviation sector and suggest more comprehensive legal reforms.

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