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## **The Legal Position of the Human Resources Position in Representing the Legal Interests of Employers in the Work Agreement between Employers and Employees**

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### **ABSTRACT**

*Human resources positions in companies hold a strategic role in empowering and optimizing employee performance, which contributes to the company's progress. As an employee of the company, the human resources position holds a legal position in managing employee matters and board of directors policies that represent the company's interests. In order to carry out this role, the human resources position requires authorization in order to ensure a strong legal foundation, thus ensuring that the actions taken are not detrimental to the company. This research applies normative juridical method with secondary data collected through literature study and analyzed qualitatively normative. HR's position is important in representing the employer's legal interests, but is limited by company regulations. Delegation of legal authority must be regulated by law and cannot be arbitrary. Rights and obligations in the employment agreement remain with the employer unless there is an official power of attorney. Without a power of attorney, HR actions are invalid. Proper delegation provides a strong legal basis for HR, especially in employment agreements. Employment Law emphasizes the importance of official delegation for HR actions to be valid, so without a power of attorney, legal responsibility becomes personal, not corporate.*

**Keywords:** *Human Resources Position, Legal Position, Representing the Employer's Legal Interests, Work Agreement*

## INTRODUCTION

The human resources department in a company has a strategic role as a liaison between employers, represented by the board of directors, and employees. This position is responsible for managing various aspects of employment, including work agreements and company policies. Although human resources are also employees of the company, they are assigned specific tasks that require a strong legal foundation to represent the employer's legal interests. The importance of the role of human resources will be able to become a part of the continuity of all components in the company because those capable of carrying out their duties and responsibilities as well as their legal position will be able to become a liaison between employers, in this case the directors who represent the company's legal interests and employees.

Human resources are responsible for administration, staff development, and recruitment.<sup>1</sup> However, for their actions to be valid in front of the law, they require authorization from the board of directors. Without such authorization, the legal position of human resources is weak and can have adverse legal implications for the company. The human resources position has a role in the field of employment and its relationship is also a liaison for company policy so that human resources are required to harmonize company policies between employers and employees, in this case the directors who represent the interests of the company, in this case the duties and legal position of personnel, one of which is managing the work agreement.<sup>2</sup>

The importance of the role of human resources is significant in determining whether the company's policies are effective. The personal ability of human resources is absolutely a challenge for a human resources staff because in addition to having personal responsibilities, they also have responsibilities as a policy liaison between employers and employees. This research aims to explain the function of the Human Resources in representing the interests of employers in the work agreement, which is an important aspect to be comprehended, where the existence of the legal position is based on the fact that the position of human resources has a juridical legal basis.

Referring to Law No. 13/2003 on Manpower (UU-K), human resources plays an important role in carrying out its functions and roles in the company.<sup>3</sup> However, without authorization from the board of directors, the position of human resources does not have a solid legal foundation to represent the interests of employers in work agreements with employees. Human resources who essentially

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<sup>1</sup> R Sabrina and Emilda Sulasmi, "Manajemen Sumber Daya Manusia: Array," *KUMPULAN BUKU DOSEN*, no. SE-Articles (September 19, 2021), <https://publication.umsu.ac.id/index.php/bk/article/view/1321>.

<sup>2</sup> Sabrina and Sulasmi.

<sup>3</sup> Pemerintah Pusat Indonesia, "Undang-Undang (UU) Nomor 13 Tahun 2003 Ketenagakerjaan" (Jakarta, 2003), <https://peraturan.bpk.go.id/Details/43013>.

come from employees or workers in a company who are recruited for the purpose of taking care of labor can then become someone or more from the part he obtains power of attorney for his legal position in the position of human resources representing the interests of the board of directors in the company. The position of human resources as described here is actually an employee who is recruited for the benefit of the company in charge of taking care of matters relating to employees, hence this relates to the fact that employees who serve as human resources can be given the power of attorney to represent the interests of the board of directors who represent the legal interests of the employer in this case.<sup>4</sup>

When industrial relations disputes occur, employees who have been bound by work agreements and do not perform their obligations, such as frequent non-attendance of work without reason, may cause disadvantages to the company.<sup>5</sup> In such cases, human resources, with instructions from the employer, can take action to terminate their employment. However, this action must be based on a solid legal foundation, such as authorization from the board of directors, to avoid violating the Law of Manpower.

This research aims to analyze the importance of the legal position of personnel in carrying out their duties and obligations in the company and its legal impact. The focus is on the comparison between the legal position of human resources who are authorized by the board of directors as the employer's representative in the work agreement, and the legal position of human resources without such authorization. This research will evaluate the legal consequences arising from both conditions, especially in relation to work agreements with employees. Human resources who carry out their work duties without obtaining approval, especially getting the power of attorney to take care of employees for and on behalf of the company by the board of directors, naturally the human resources carry out their obligations with their own responsibilities as legal subjects where the human resources do not represent the legal interests of the board of directors who are representatives of the company.

## **RESEARCH METHODOLOGY**

The type of research applied is normative legal research grounded on logical and coherent thinking. This research examines in a normative juridical manner regarding the implications of the legal position of human resources positions in representing the interests of directors as employers in a company in employee work agreements. The normative legal research, also known as normative juridical (legal research), focuses on written regulations and is closely related to literature

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<sup>4</sup> Dr. Hotner Tampubolon, *Strategi Manajemen Sumber Daya Manusia Dan Perannya Dalam Pengembangan Keunggulan Bersaing* (Jakarta: Papas Sinar Sianti, 2016).

<sup>5</sup> Oktav P. Zamani, *Pedoman Hubungan Industrial* (PPM, 2019).

review as it requires secondary data from the relevant literature.<sup>6</sup> Normative legal research is a very important research method in the legal scientific discipline, as it allows researchers to understand and interpret applicable legal norms. Although limited to secondary data, this research makes a significant contribution to the development of legal theory and the evaluation of existing laws and regulations. Furthermore, Johnny Ibrahim explained that normative legal research is research that examines written legal rules and other legal materials that are normative, with aimed to obtain an understanding of legal concepts, legal principles, and the applicable legal system.<sup>7</sup>

## **RESULT AND DISCUSSION**

### **Legal Implications of Personnel Position Based on Grant of Power of Attorney Under the Law**

In order to define the relationship between employers to be analyzed, it is necessary to comprehend the concept of the board of directors, which has the authority to represent a Limited Liability Company (PT).<sup>8</sup> This is important to ensure that an understanding of the legal position of entrepreneurs and directors has relevance, despite the fact that the two positions are similar, yet differ in their functions and the legal aspects that govern them.

The granting of power of attorney from an employer to a human resources department is in fact the authority of the Board of Directors, which also acts as an employer representing a limited liability company. This is then equated with employers. According to Article 98 Paragraph 2 of the Limited Liability Company Law (UU-PT), which is based on the collegial principle, each member of the board of directors can represent the company individually, unless otherwise stipulated in the company's Articles of Association (AD).<sup>9</sup> The collegial principle also stipulates that if the board of directors of a company consists of more than one person, each member of the board of directors can represent the company, in accordance with the provisions in the company's Articles of Association.

If the board of directors of a company performs the day-to-day management, they are authorized to represent the company. This means that they act as the representative of the company under the law, without the need for a power of attorney from the CEO or from the General Meeting of Shareholders

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<sup>6</sup> Rissa Dwi Novita and Muhammad Abdul Razak, "Personal Data Protection in Falsification of Covid-19 Vaccination: A Juridical Review," *YURIS (Journal of Court and Justice)* 1, no. 3 (2022): 25–37.

<sup>7</sup> Johnny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia Publishing, 2015).

<sup>8</sup> Elly Yuniar Nitawati, Talita Amanda, and Nurul Iman, "The Effect of Leadership Style, Motivation, and Work Discipline on Employee Performance at PT Mega Daya Motor Surabaya (Mazda, East Java Branch)," *Utsaha: Journal of Entrepreneurship* 2, no. 3 (2023).

<sup>9</sup> Pemerintah Pusat Indonesia, "Undang-Undang (UU) Nomor 40 Tahun 2007 Tentang Perseroan Terbatas" (Jakarta, 2007), <https://peraturan.bpk.go.id/Details/39965>.

(GMS). Thus, in the case example given earlier, PT M, which represents the legal position of the company, is an employer. When the employer acts to represent the legal interests of the company in terms of the Work Agreements, the human resources position is required to be authorized by the employer.

PT M has an interest in drafting a work agreement with employees, therefore the employer as the employer is required to make a power of attorney agreement to the human resources department to carry out its duties in this regard. Even if the Board of Directors has an obligation to make Work Agreements, the employer must be present. However, if the employers as Directors of a company are unable to attend, they can authorize employees, such as the human resources department, to represent them, in accordance with Article 103 of the Limited Liability Company Law.<sup>10</sup>

By assigning the legal interests in terms of the work agreement to the human resources department, the employer can make a power of attorney. This power of attorney must be a clear specific power of attorney, whereby the employer authorizes the human resources department to perform certain actions on behalf of the company. A specific power of attorney from the Board of Directors of a company is a binding legal instrument between the Board of Directors as the grantor of the power of attorney and the human resources department as the grantee of the power of attorney, acting for and on behalf of the company. This specific power of attorney is only for a specific purpose, in accordance with Article 1795 of the Civil Code, and contains detailed instructions, which are specified in it.

Therefore, when the Board of Directors of a company issue a specific power of attorney, they must clearly state the rights and interests that are delegated to the human resources department to perform legal acts on behalf of the company. If the representation by the representative covers any interest, a general power of attorney may be granted by the Board of Directors. This is a power of attorney to perform general acts on behalf of the grantor.

Pursuant to Article 1792 of the Civil Code and Article 103 of the Limited Liability Company Law, the Board of Directors of a company must grant a power of attorney in writing to the proxy.<sup>11</sup> This power of attorney is given for the benefit of the company, rather than personal interests. Therefore, the legal foundation of this delegation of power is essential in the relationship of the legal position of the human resources position in representing the legal interests of the employer. This is because the delegation of power is carried out by the employer to a competent person, in this case an employee of the company whose duties are related to employees, such as human resources positions.

For ensuring clarity in the legal context, explicit principles are required in provisions such as company regulations and employee work agreements:

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<sup>10</sup> Indonesia.

<sup>11</sup> Indonesia.

### 1. Employer's Responsibility as the Authorizer

The authorizer in this case is an employer holding a board of directors position in the company, to an employee holding a human resources position in representing the employer's legal interests in terms of the work agreement between the employer and the employee:

- a. The company is entitled to delegate its authority as a legal act beyond the board of directors by issuing a specific power of attorney but remains under the responsibility of the board of directors.
- b. Employees authorized to carry out duties including management must be responsible as delegated by the board of directors and shall not be used for personal interests.

### 2. Revocation of Power of Attorney of the Board of Directors Against the Power of Attorney Recipient

The entity granting the power of attorney has the authority to revoke the specific power of attorney granted whenever necessary, and to request the return of the power of attorney to prevent misuse. Revocation of power of attorney can be made by the recipient of the power of attorney at their own will, which is usually in writing. Revocation of power of attorney aims to prevent the recipient of the power of attorney from exceeding the authority granted, thereby not harming both the recipient and the grantor of the power of attorney.<sup>12</sup>

Based on the researcher's evaluation and opinion regarding legal actions carried out beyond the scope of the board of directors, such entities still retain a legal position and responsibility in the management of the company for the benefit of the whole. The board of directors has the authority to represent the limited liability company, both within and out of court, thus the employer, who also acts as the board of directors in accordance with the Limited Liability Company Law, has a role in the legal actions carried out by the entity.

In accordance with Article 103 of the Limited Liability Company Law, the board of directors has the right to grant written authorization to employees or other parties to carry out certain legal actions on behalf of the company. The power of attorney granted by the board of directors becomes the legal basis for the recipient of the power of attorney to act on behalf of the board of directors, although the power of attorney can be revoked at any time to avoid potential disadvantages due to abuse of power.

According to the explanation and analysis above, the human resources department, which acts as an employee in charge of the human resources aspect,

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<sup>12</sup> Dr. Niru Anita Sinaga, "Peranan Perjanjian Kerja Dalam Mewujudkan Terlaksananya Hak Dan Kewajiban Para Pihak Dalam Hubungan Ketenagakerjaan," *Jurnal Ilmiah Hukum Dirgantara* 7, no. 2 (2017).

can be granted power of attorney to represent the interests of the employer, who also acts as the board of directors of the company. The legal foundation for granting power of attorney to employees of the human resources department is an appropriate basis for the position of the human resources department as employees, thus when granted power of attorney, they act on behalf of the legal interests of the employer, which in this context is the board of directors of the company.

### **Legal Implications of the Human Resources Position with the Power of Attorney to Represent Employers in Work Agreement**

Power of attorney is regulated in Articles 1792-1819 of the Civil Code (KUHPer). Article 1792 of the Civil Code explains that a power of attorney arises on the basis of an agreement when an individual grants a power of attorney to another party for and on their behalf to do a certain thing.<sup>13</sup> This agreement also applies to the company by issuing a power of attorney. Article 103 of the Limited Liability Company Law (UU-PT) stipulates that the board of directors may grant a written power of attorney to one or more employees of the company or to other persons for and on behalf of the company.

The Board of Directors, in this case the employer, performs legal acts as in the power of attorney as a form of agreement between the board of directors as the authorizer and the employee of the company as the authorizer, which originates from agreement and belief as a basis, instead of unilaterally. In accordance with Articles 1807-1812 of the Civil Code on the grantor of power of attorney and Articles 1800-1806 of the Civil Code on the grantee of power of attorney, there is a reason to know who to hold liable.

Under the Civil Code, the grantor of a power of attorney is obliged to fulfill any agreements made, although it is not bound by what the beneficiary of the power of attorney does outside the stipulated matters. In addition, the power of attorney shall not be able to do things that are beyond the power of attorney. The foundation of a power of attorney begins with an agreement between the grantor and the recipient of the power of attorney, thus the responsibility remains with the board of directors as the grantor of the power of attorney to employees in human resources positions who carry out duties in accordance with the provisions stated in the power of attorney.

The recipient of the power of attorney, which is the human resources department, is not allowed to take actions that exceed the authority of the grantor. If a violation occurs, the responsibility will shift to the power of attorney recipient. This is the foundation of the researcher's analysis of the relationship

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<sup>13</sup> Nynda Fatmawati Octarina and Edith, "Due to the Law for the Making of a Power of Power of Sell Which Is Not Previous with the Principal Agreement in the Transaction of the Selling of Inspired Land (Case Study of MA Decision No. 772/K/Pdt/2018)," *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)* 5, no. 1 (2022), <https://doi.org/10.33258/birci.v5i1.3762>.

between the board of directors and employees in the right scope, in order to protect the interests of employees who carry out orders and work delegated by the company.

Employers as the grantor of power of attorney in their capacity as directors should pay attention to the provisions of Article 97 Paragraph 2 of the Law on Limited Liability Companies which requires directors to carry out their duties in good faith and responsibility.<sup>14</sup> Granting power of attorney to the human resources department is an important part of the rights and obligations of the employer as a director.

If the board of directors commits incompetence in the appointment of power of attorney to a human resources position that turns out to be incompetent, for example to streamline costs without taking into account the capabilities of employees, the employer is personally liable. In principle, the delegation of power of attorney from employers to employees in human resources positions that manage work agreements between employers and employees deserves careful attention. Legal principles allow employees to represent the legal interests of employers in their capacity as directors of the company.

### **Legal Implication of Human Resource Position without Power of Attorney in Representing Employer's Interest in Work Agreement**

In the example case described earlier, the employer's position is that of a director of an incorporated company. However, this company has not properly applied the aspects of corporate law as a proper legal foundation. The role of employers who are also directors of the company tends to leave matters relating to employees to the human resources department without giving the power of attorney to represent the legal interests of employers. Employers assume that the human resources department also functions to manage and represent the employer's legal interests, which in the author's opinion is erroneous. Human resources positions are filled by regular employees who only perform duties in accordance with the job description given, such as other employees. Since the position of human resources is occupied by employees rather than directors, it is imperative to grant authorization from the company's board of directors to the position of human resources.

The granting of power of attorney plays an important role in preventing overlapping authority between employers serving as directors and employees holding human resources positions, who are responsible for employment and related matters. There are several reasons explaining the importance of granting power of attorney to human resources positions to represent the legal interests of employers. These reasons include:

1. Human resources positions, which are occupied by regular employees instead of employers as directors, require clarity on their position in the

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<sup>14</sup> Indonesia, "Undang-Undang (UU) Nomor 40 Tahun 2007 Tentang Perseroan Terbatas."



workplace and their responsibilities in relation to employment matters, particularly work agreements. This clarity is necessary to ensure that there is a clear understanding of the primary duties and additional duties in relation to the powers granted by the employer.

2. The human resources department must obtain a clear legal foundation for the granting of powers of attorney, especially in matters of principle such as work agreements. Given that the work agreement is a binding legal relationship between the employer and the employee, it is important for the human resources department to obtain a formal appointment in the form of a power of attorney to represent the employer's legal interests in such matters.
3. It is pertinent to limit the legal standing of the human resources position from exceeding the authority of the board of directors. When the human resources officer represents the employer's legal interests in the Work Agreements, their authority should be limited to those matters exclusively. In the absence of the employer, it can be represented by an employee in the human resources position, who is responsible for labor matters.
4. The granting of power of attorney to human resources positions should be limited to the matters authorized alone, not to the entire legal interests of the entrepreneur. This prevents human resources officers from going beyond their authority and avoids the misconception that they have the full authority of the board of directors.
5. The granting of power of attorney from the board of directors to human resources is a manner of delegating part of the authority related to the work agreement with employees, without prejudice to the legal position of the employer. If human resources are unable to carry out the power of attorney as expected by the employer, the power of attorney can be revoked at any time.<sup>15</sup>

The position of human resources, in carrying out its functions and roles in accordance with the job description, does not require power of attorney from the employer since this is not related to the legal position of the employer. The granting of power of attorney from the board of directors (employers) to human resources positions is only related to matters of principle which are the main obligations of employers or directors by law, especially in legal events which have the value of legal responsibility as the head of the company. The granting of power of attorney from employers to human resources positions in terms of carrying out work agreements with employees should be clearly understood,

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<sup>15</sup> Juan Joubert Immanuel Panelewen and Jenice Valencia Alam, "Pentingnya Pembuatan Surat Kuasa Dalam Perspektif Hukum Perdata," *Innovative: Journal of Social Science Research* 3, no. 3 (2023).

especially regarding the limits of the power of attorney granted by employers to employees who serve as human resources.

As in the case example taken, PT M experienced a legal event during the binding of the employee work agreement. This legal event occurs when the agreement of rights and obligations between the employee and the company is carried out, similar to the work agreement in general. When binding the work agreement, the employee is presented to sign the agreement, however, the binding is actually carried out by the employee and the human resources department, instead of directly by the employer.

When serving as a human resources officer, the action taken is to represent legal acts in the form of work agreements with employees, representing employers who cannot be present. Although the work agreement was valid, as it was entered into by the human resources position and the employee, it indicates that the human resources position acted in its capacity as an employee representing the legal interests of the employer without obtaining authorization from the employer to enter into the employee work agreement.

The similarity of the legal events of the two cases mentioned above can cause problems when there is a dispute from the employee's work agreement because the legal position of the human resources position is not in its capacity to represent the legal interests of the employer to carry out the employee's work agreement. In Article 103 of Law on Limited Liability Companies states that "The Board of Directors may grant written power of attorney to 1 (one) or more employees of the company or to other persons for and on behalf of the company to perform certain legal acts as described in the power of attorney".<sup>16</sup> Article 103 of Law on Limited Liability Companies also states that the power of attorney shall be in writing.<sup>17</sup> Although Article 1793 of the Civil Code allows oral granting of power of attorney, Article 103 of Law on Limited Liability Companies specifies in writing, thus the Board of Directors cannot violate this provision.

The power of attorney granted by the Board of Directors is a "specific power of attorney", which means that the power of attorney is only valid for the specific acts mentioned in the power of attorney. General powers of attorney are not allowed, in accordance with Article 103 of the Law on Limited Liability Companies. According to Article 1975 of the Civil Code, a specific power of attorney involves only one legal act or one specific interest, while a general power of attorney, as stipulated in Article 1795 of the Civil Code, covers all the interests of the grantor. If the Board of Directors grants a general power of attorney, it is null and void, and can be categorized as an *ultra vires* act, which means exceeding the authority of the grantor.

The granting of power of attorney by the Board of Directors must clearly specify any action or interest of the company that is authorized to the proxy. In

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<sup>16</sup> Indonesia, "Undang-Undang (UU) Nomor 40 Tahun 2007 Tentang Perseroan Terbatas."

<sup>17</sup> Indonesia.

Article 103 of the Law on Limited Liability Companies, the parties that can be authorized are employees of the company or other parties excluding the company. This indicates that employees of the company do not have to be the proxy, and other people can also be appointed to receive the power of attorney.

Regardless of the number of proxies, Article 103 of the Law on Limited Liability Companies allows the Board of Directors to appoint multiple proxies if one is deemed insufficient. However, the Board of Directors must pay attention to the provisions of the Law on Limited Liability Companies in Article 97 Paragraph 2 which requires the Board of Directors to carry out the management of the company with full responsibility. Therefore, the granting of power of attorney must be conducted carefully and meticulously, and the Board of Directors should pay attention to the credibility, reputation and professionalism of the proxy.

The researchers are of the opinion that if the power of attorney from the Board of Directors is not granted to the human resources department in carrying out the work agreement, it may lead to the overlapping of the authority of the human resources department with its primary duties. This also does not hold a strong legal foundation, thus the actions of the human resources department acting on behalf of the employer in the work agreement are invalid. Liability for the absence of legal standing for the delegation of power of attorney may lead to lawsuits pursuant to Article 1365 of the Civil Code, which states that every act that violates the law and causes harm to others must compensate for the loss.

### **Legal Implications of the Human Resources Position in Work Agreement Disputes Representing the Employer's Interests**

In this section, the researcher intends to relate the case examples that have been discussed previously with the relevant legal materials. In the first case, there was an agreement between an employee and an employer at PT M, where the employee did not fully comply with the obligations agreed upon in the work agreement. The employee, who was a hired driver, repeatedly selected work orders that had been determined by the employer, violating the point in the work agreement which stated that the negotiation or selection of orders was determined by PT M's management.

In this case, the driver who violated the provisions of the work agreement has received both verbal and written warnings, in accordance with the provisions of the work agreement. However, when sanctions were given to the driver of said employee, he refused with various excuses, including the excuse of poor physical condition, without being able to provide adequate evidence.

The driver then filed an objection to the sanction given by the employer, claiming that the work agreement was invalid because it was executed by human resources, not by the actual employer. This argument is grounded in Article 1 Point 15 of the Manpower Law, which states that the employment relationship is between an employer and an employee under a work agreement.

The human resources department staff that performs the function of representing the employer's legal interests in the work agreement, has never received specific authorization for such action. Therefore, the actions taken by the human resources staff in the capacity of the human resources department have exceeded his position as an employee.

The importance of granting a special power of attorney to the human resources department to represent the employer's legal interests in the Work Agreement is obvious. Without such authorization, the human resources officer only has the position of a regular employee and cannot legally represent the legal interests of the employer. This can result in losses for both parties and lead to overlaps in the rights and obligations of the human resources department.

Therefore, it is important for employers to grant proper authorization to human resources positions to represent their legal interests. Without a sufficient power of attorney, the responsibility for the actions of the human resources officer in terms of the work agreement will be placed on the personal responsibility of the human resources officer. On the contrary, if the employer grants an appropriate power of attorney, the liability for such actions will lie with the employer as long as the power of attorney is exercised in accordance with the terms granted.

## **CONCLUSION**

The important role of the human resources position in the company includes representing the legal interests of employers. However, employees who occupy human resources positions only have a scope of work in accordance with company regulations. The delegation of legal position from employers to employees who serve as HR can be carried out legally and its legal consequences if regulated by statutory provisions. This delegation of authority cannot be arbitrarily conducted and must be in accordance with applicable regulations.

While regulations regulate the rights and obligations of employers related to work agreements, the legal position remains with the employer. If HR staff sign an work agreement without delegation of power of attorney from the employer, then the HR staff does not possess a valid legal basis to represent the employer. Therefore, official delegation of power is required to ensure that the actions of personnel in representing employers can be considered valid in accordance with the law.

The delegation of legal standing from employers to human resources positions, which are filled by qualified employees, provides a strong legal foundation for human resources in carrying out their duties. This is especially important in representing employers in work agreements with employees. Employees who occupy HR positions will have legal power to carry out their obligations, especially in representing the legal interests of employers. Without an official delegation of power from the employer, the legal position of the HR

position is weak and invalid in front of the law. This is because HR, which is occupied by employees, is generally in charge of the company's employee affairs. The Manpower Law emphasizes that legal actions must be taken by the employer or the party officially authorized by the employer. Therefore, a specific delegation of power is essential to enable HR staff to legally represent employers in work agreements. Without the delegation of power of attorney, HR's actions may be deemed contrary to the Manpower Law, and the responsibility becomes personal, instead of corporate.

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