



The duty of the sman 15 padang treasurer to make salary monthly cut off toward the credit contract between pt. Bank mandiri (persero) tbk and the government officers of sman 15 padang

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Abstract

The first aim is to find out the way how the verses stated in the credit contract are implemented by the salary treasurer in making the cut off toward the government officials' salary at SMAN 15 Padang. The second aim is to study obstacles encountered by the salary treasurer in implementing the verses stated on the contract between the bank and the treasurer in making the monthly cut off toward the government officers' salary at SMAN 15 Padang. The research method used in this study is juridical empirical approach. This approach emphasizes the important use of the related evidence in the real fields. These evidences afterwards will be analyzed in accordance with the related law aspects and acts. The results of this study find that the verses stated in the contract signed on the 10th of June 2013 by Mandiri Bank and the salary treasurer of SMAN 15 Padang have been implemented in accordance with what are stated on the verses of the contract. The payment of each month installment is done one day after the government officers receive their monthly salary. The due date for this installment payment is on the fifth day of the month. The result also find that the obstacle encountered by the salary treasurer on keeping this due date of the installment payment as stated in the contract is caused by the treasurer's tardiness in inputting the government officers' salary data. This incapability on keeping this due date has a negative consequence in which the debtors in this case the governments officers have to pay the late payment penalty which is two percent of the total amount of the loans. The result of this study suggests that responsibility to make the monthly credit installment payment should be handed to the debtor this will prevent him/her of being in charge of paying the penalty of the late payment cause by negligence of the treasurer to make the instalment payment on the due date.

Keywords: the treasurer's duty, salary cut off, bank credit or loan

1. Introduction

National development is a series of sustainable development effort covering the whole life of society, nation, and country ^[1]. National development is aimed at establishing a just and prosperous society which is equitable both materially and spiritually based on Pancasila and the Constitution - Constitution of 1945 in the container unity of the Republic of Indonesia's independence, unity and sovereignty of the people in an atmosphere life nation safe, peaceful and dynamic environment world socially independent, friendly, orderly, and peaceful ^[2].

National development requires no small amount of funding sources in order to achieve its goals as development in economy, capita income, employment, income distribution, etc. The goal was continuously strived to improve its quality over time, especially in the field of economic development, not least the funds needed for the improvement of living standards in the economy, the necessary funds and capital in order to unmet needs - the needs in the community. Given the needs of the community within the meaning of diverse human, which it is influenced by population growth, technological advances, and the level of human culture is increasing ^[3].

The main steps the government in improving the living standard of Indonesia, one of which is to provide loans through credit lines for the community or the organs that need additional capital with the aim to develop and improve their living conditions. In the development of the economic life of the people in Indonesia, credit is a fundamental need

today, especially coupled with monetary complex systems, make lending more loved / needed by most people. This is because in filling the needs of development and community economic development, credit is still considered the most vital sector according to the economic outlook ^[4].

Giving credit to the public was basically intended to be used as a productive business and consumer financing tailored to the needs of the community. Credits used to support the business world in order to create public welfare is, of course, inseparable from the problem of capital. While capital is the most important thing in doing business, therefore the people trying to get capital in various ways one of which is through a financial institution or finance ^[5]. Financing institution or financial institution a big impact in National Development Indonesia is currently the Bank, as stipulated in Article 1 paragraph 2 of Law No. 10 of 1998 concerning amendments to the Law No. 7 of 1992 concerning Banking mentions that:

"The bank is an entity that collects funds from the public in the form of deposits and distributes to the public in the form of loans or other forms in order to improve the standard of living of the people".

Banking according to provisions of the Act above clearly serves to improve the lives of people who desperately need funding or large capital, where the capital is only able to be given by banking institutions, through the provision of credit both to individuals and to businesses or companies

that need funds/capital.

As for the definition of credit according to Law No. 10 of 1998 in Article 1, point 11 states:

"Credit is the provision of cash or the equivalent, based on agreements between bank lending and other parties who require the borrowing to pay off the loan/debt after a certain period of time with interest."

Through this credit granting developments in Indonesia financed by the government, so that people can feel the improvement in various fields. Therefore, the role of banks is considered very important in promoting the development wheel, it is not rare to competition between financial institutions, especially banking, let alone increasing proliferation of private banks are also launching new products increasingly lure customers. The banks are no race each other and competing to attract customers as much as possible by granting various forms of credit loans are cheap and fast, so customers more easy to judge which banks are really providing a sense of security in storing funds and the borrowing /credit [6].

Basically, the bank credit disbursed in the form of a business loan can be:

1. Investment credit, namely credits medium-term or long-term to the borrower to finance capital goods for the rehabilitation, modernization, expansion or establishment of new projects. This credit is intended for the development of the debtor's business so that it can expand the marketing area.
2. Working capital loans, working capital loans are given both in rupiah and foreign exchange to meet the working capital used up in the business cycle with a maximum term of one (1) year and may be extended according to the agreement between the parties concerned. This credit aims to help people who are going to open a business but is plagued with the problem of capital.
3. The consumer loan portfolio, namely the short or long term loan to the borrower to pay for goods or consumption in the household scale repayment of monthly income debtors concerned.

Credit loans to three above the present moment is very loved by people in the business capital increase and also just the purchase of goods/consumer such as buying a house, car or anything else. This is often offered by the bank to the Government Employees or the Company with a guarantee that concerned. The guarantee SK recruitment as one of the most important aspects in lending by banks aims to give confidence to the bank on the debtor's ability to repay loans that have been disbursed by the bank. In other words, the bail is useful to protect the money that has been lent by the bank to the debtor of any resulting losses incurred after the loan either because intentionally or unintentionally by the debtor [7].

Loan guarantees or often referred to as credit guarantees (collateral) is one of the requirements in lending, collateral may be objected that legally classified as immovable as land and buildings, and can also be objects were legally classed as moving goods such as vehicles motor equipped with a Certificate Vehicle Number (vehicle registration) and Proof of Vehicle Ownership (reg) [8]. Collateral in the form of securities and securities in which the inherent right to collect, such as stocks, securities, letters of appointment

decisions Civil Servants, or in the form of a decree State Civil Employee Pension, and so forth.

In Law No. 5 of 2014 on State Civil Apparatus Article 1 (1) states that:

"Apparatus State Civil hereinafter referred to as ASN is a profession for civil servants and government employees with employment agreements that work in government agencies. "

While paragraph (2) it reads:

"Employees of Administrative Civil Servants hereinafter referred to ASN are Civil Servants and Government Employees with employment agreement raised by the staff development officer and was assigned a public office or entrusted other countries and are paid by the legislation."

And (3) of the Act also states that:

"Civil Servants hereinafter abbreviated as PNS are Indonesian citizens who meet certain requirement, was appointed as Officer ASN regularly by the staff development officer position in government."

While Article 6 of Law No. 5 of 2014 stated that the State Civil Apparatus is divided by 2 is:

1. Civil Servants
2. Government employees with shortened labor agreement with first aid.

Where Article 7 states that:

"PNS an ASN Employee appointed as a permanent employee by the officials of Trustees Personnel and have a national personal identification number. And a first aid ASN Employee appointed as an employee with a labor agreement by the Trustees Personnel Officer in accordance with the needs of Government and the provisions of this Act. "

Furthermore, in Article 21 and 22 of Law No. 5 of 2014 stated: civil servants are entitled to:

1. salary, benefits, and facilities;
2. leave;
3. pension and retirement;
4. protection; and
5. competence development.

Based on the description of the legislation above is clear that civil servants are Apparatus Civil State, whose existence is no longer regulated in Law No. 8 of 1974 in conjunction with Law No. 43 the year 1999 concerning the Principles of Employment due to Law No. 43 of 1999 no longer compatible with the demands of the National and Global Challenges. However, the mention of civil society than they used familiar ASN, especially from the explanation of Article 6 of Law No. 5 of 2014 expressly states that every civil servant is ASN, but not all ASN is a civil servant, it is mainly aimed at education institutions. A teacher who worked in government agencies is still considered as a civil servant at the time a teacher asked a promotion or salary Periodic nomination, regardless of the teacher also said ASN.

Loans granted to Employees ASN plays an important role as a prime mover wheels of development, in line with the role of development in the other in order to achieve the goals and objectives such as Employee ASN is also a man who is always trying to make ends meet diverse and constantly increasing every time, while the ability to meet these needs are very limited, so that on this basis an ASN Employees need credit to make ends meet increasing it.

In the credits, the ASN Employees of the Bank is authorized to cut the salaries concerned in accordance with what has been previously agreed upon in the agreement. So that the loan repayment is taken from the ASN Employee payroll deductions every month, in which the cutting is done by the Treasurer salary where civil servants were working.

In SMA 15 Padang place Writers work, Banks Government, such as the Regional Development Bank of West Sumatra (Nagari), Bank Mandiri and Bank National Savings competing to offer loans with collateral SK the ASN / PNS with low-interest rates, fees, and insurance light. Where credit is intended to help meet the needs of the ASN / PNS is increasingly rising. Whether for housing, school fees or tuition of their children up to the secondary needs such as buying a car or religious tourism, where the payment is made through payroll deductions directly by the Treasurer Salaries in SMA 15 itself, which is visible from the reduction in their salary by the concerned civil servants in His bank account.

Every government and other agencies always take the name of the Treasurer in structuring work. Likewise in education institutions, especially in SMAN 15 Padang, where the structure of leadership consists of principals, deputy head of the School, the Head of Administration and Treasurer Salary.

Bank loans disbursed loans to SMA 15 there from various state-owned banks such as Development Bank of West Sumatra (Nagari), BRI, Mandiri and Bank. Bank Mandiri branch Padang based on a cooperation agreement between the SMA 15 at the Bank itself which occurred around 2013, about the Service Credit Facility Multipurpose Micro (KSM) Non-Payroll, has been recruiting customers from PNS / ASN SMA 15 Padang almost half the number of civil servants / ASN which exists. Loan services directly managed by the Treasurer salary on the basis of the approval of the Head of State High School 15, to facilitate the Bank in attracting customers/borrowers as much as possible, it is of course also will benefit the Treasurer with the commitment of a number of fees from the amount of the deduction of borrowing debtor Treasurer done.

2. Formulation of the problem

Based on the background that has been described previously, the issues to be discussed are as follows:

1. How the implementation of the agreement between the Bank and the Treasurer salary in payroll deductions ASN at SMAN 15 Padang
2. Barriers anything that happens in the implementation of the agreement between the Bank Treasurers ASN salary in payroll deductions at SMAN 15 Padang.

3. Results and Discussion

A. Implementation of the agreement between the Bank and Treasurer Salaries in pay cuts ASN In SMAN 15 Padang

Banks as financial institutions play an important role in the

economy. Almost all public economic activities require a bank to the credit facility. To obtain a debtor's bank credit has to go through several stages, from the stage of credit application submission to the acceptance stage credits. These stage is a standard process that applies to every debtor who needs a bank loan.

The process of lending by the bank with another bank is not much different. Even if there is a difference only lies in the requirements and the size of the assessment set by the bank with consideration of each while taking into account the competitive element or competencies. Until now, the credit is the main activity of the Bank and a major source of bank revenue. On the other hand, credit gift activities are also a major source of bank failures due to high-risk loans that may affect the health and survival of the bank.

The main cause of failure in the Bank's lending activity generally occurs due to lose credit requirements are less comprehensive monitoring and declining economic activity. As has been described above authors, that Bank Mandiri is one of the 5 Banks, in addition to Bank BTN, Nagari, BRI, Bank's cooperation with SMAN 15 which provides credit to the ASN at SMA 15.

Of the 57 people ASN ASN approximately 20 people doing credit loan at the bank. Early cooperation between Bank Mandiri with SMAN 15 was marked by the arrival of bank employees Mandiri part of Credit Division or Micro Mandiri Unit (MMU) to SMAN 15 and successfully entered into agreements with SMAN 15 in this case represented by the Principal and Treasurer salary dated June 10, 2013 with Agreement number 1667/900 / DP.SMA.15 / 2013 on Credit Facility Services Multipurpose Micro (KSM) Non-Payroll.

A cooperation agreement between the Bank with SMAN 15 Padang containing 9 Article may authors describe the details as follows:

1. Article 1 contains the general provisions in the form of understanding of the installments, treasurer of the work unit, prospective borrowers, credit officers, and credit agreement
2. Article 2 contains the intent and purpose of this partnership is made
3. Article 3 contains the terms and conditions of the credit facility will be given as credit limit, the degree and nature of interest rate, credit period, fees and charges, the collateral/guarantee must be submitted, withdrawals and loan repayments, loan installments, repayment of loans and provisions more.
4. Article 4 contains provisions for the implementation of credit by the Bank to prospective borrowers ASN SMAN 15.
5. Section 5 contains the implementation of the payment or the debtor's obligations
6. Article 6 contains the rights and obligations of each. In which the author here will only affirm the rights and obligations of the parties SMAN 15.

The obligation on the part of SMAN 15 of them are

1. Through Bansatker be selected strictly on each loan application submitted by the debtor to the bank and give recommendations to prospective borrowers who apply for a loan to the Bank. The loan application is coordinated by Bansatker.
2. Inform the Bank in writing if there is a debtor to move, stop, resigned or suspended.
3. Channeling salary savings account debtor to the bank

- on behalf of the debtors of each month until the loan is paid off
4. Prioritize payment of severance entitlements TASPEN debtor to the Bank for loan repayment if debtors moved, quit, resign, or suspension.

While the rights of SMAN 15 of which party is entitled to obtain from the debtor data bank statements every 3 (three) months.

1. Article 7 contains the period of implementation of the agreement. Regarding the period of implementation of the agreement between Bank Mandiri and SMAN 15 Padang is 3 years commencing from the cooperation agreement signed between the Bank and Principal of SMAN 15 and will be extended according to the agreement.
2. Article 8 contains the applicable law and domicile set by the Bank in the event of a dispute is the Padang District Court.
3. Article 9 contains other matters set forth hereinafter.

From the wording of the provisions of the Articles of cooperation between Bank Mandiri with SMAN 15 above associated with the existing theory in this paper shows the theory of legal certainty is apt used in this thesis, because in modern society today, whatever the form of an action or actions are needed to a rule or the legislation of a general nature which would serve as guidelines for individuals to behave in society, so that in practice cause legal certainty for the individuals concerned.

Judging from the theory of the birth of the engagement, the cooperation agreement between Bank Mandiri with SMAN 15 Padang is in conformity with the rules in Article 1338 of the Civil Code which states on the principle of freedom of contract, where each of the parties that entered into an agreement are free to determine the contents of the agreement while not in conflict with law, public order and decency, although the authors observe sound SMAN 15 contract cooperation agreement with Bank Mandiri Padang is derived from the Bank and very few are in favor of the SMAN 15. in terms of compliance with Article 1313 of the Civil Code of the elements in an agreement or agreement can already be said to be fulfilled in the Cooperation Agreement between SMAN 15 with PT Bank Mandiri (Persero) Tbk Padang namely:

1. Their parties
In the agreement appears that there are two parties to the agreement that the Bank is represented by Mandiri Micro Business Unit and SMAN 15 represented by the Principal of SMAN 15.
2. Approval
This is evidenced by the signing of a cooperation agreement signed with stamp 6000 by each party represents.
3. Their goals to be achieved
The purpose and goals to be achieved contained in the wording of Article 2 of the agreement.
4. Their achievement will be implemented
Namely in the form of loans granted by the bank to the debtor ASN SMAN 15 and installment loans in the form of interest will be accepted by the Bank
5. The existence of certain forms (verbal/written)
SMAN 15 cooperation agreements between Padang and PT Bank Mandiri (Persero) Tbk Padang have the form

written by Number: 1667/900 / DP.SMA.15 / 2013 on Credit Facility Services Multipurpose Micro (KSM) Non-Payroll.

6. The existence of certain conditions, namely the basic condition of the agreement which is the object of the agreement and additional conditions or complementary.

Viewed from the Theory of Liability I use in this article refers to the Treasurer SMAN 15, which according to the sound of a cooperation agreement between Bank Mandiri with SMAN 15 in pay cuts ASN for repayment of loans to the Bank the sole responsibility carried by the Treasurer in accordance with the amendment to Article 6. Payment of loan debtors ASN SMAN 15 as well as the delay in depositing the loan, on the responsibility of his legal responsibility by fully Treasurer.

Cooperation aforementioned credit agreement aims to provide banking services by the Bank in the form of Multipurpose Micro Credit to all Employees and Teachers that work at SMAN 15 Padang with credit limits ranging from Rp.2.000.000, - to Rp. 200.000.000, - with a term of 120 months, in which the loan payment will be made by the party treasurer salary cut each month in accordance with Article 6 of the agreement between SMAN 15 Padang and PT. Bank Mandiri (Persero) Tbk. Padang branch.

SMAN 15 employees or teachers who will apply for a loan to Bank Mandiri first of all necessary to fill the versatile micro-credit standalone application which has been provided by the Treasurer salary, which the employee or teacher concerned should fulfill, among other requirements^[9]:

1. Prospective borrower/applicant is a citizen of Indonesia (citizen)
2. Prospective borrower/applicant worked as a permanent employee with a period of employment for 1 year and have a regular income
3. Especially for employees who have the status of equipment (including probation) and payroll in the bank, then the period of employment is not taken into account.
4. The minimum age of a prospective borrower/applicant was 21 years old at the time of credit/borrowing
5. Maximum age 55 years at the time of loan repayment (except for government employees/state/enterprises/BHMN, age requirements specified corresponding with applicable regulations)
6. Have a monthly income above the local minimum wage / minimum wage applicable in the area of debtor/applicant.
7. Attach KTP, KK, and a marriage certificate (for married).

While the requirements specified by the Bank contained in Article 3 paragraph 10 of the cooperation agreement with SMAN 15 that read^[10]:

1. Citizen aged 21 years old or already married
2. It has been established so civil servants in SMAN 15
3. Attach a valid identification such as ID / KK
4. The permit from the employer / Principal
5. Attach a Salary Slip Newsletter / Certificate of Income
6. Until the loan term ends still working at SMAN 15 and if there is a mutation and others, the treasurer must make a letter to the new treasurer for cutting the salaries of employees/teachers who transferred the

7. Never accept other credit facilities, if ever it should be made collectability "pass" or not in a state of non-performing loans.

Credit loan application form was completed by the applicant or prospective borrowers earlier, contains the identity of the debtor, the desired loan ceiling as well as a credit limit that is affordable by the debtor, then the debtor also complete data- data by filling an application recommendation of the treasurer. On which the application is aimed at providing recommendations to the bank that the debtor be able to lend to the Bank and the Bank could realize the proposed loan debtor. Besides a recommendation letter from the treasurer salary, prospective borrowers are also requesting a waiver of the treasurer, where it explains that this letter treasurer salary SMAN 15 willing to pay cuts applicant or debtor each month in the form of a statement of willingness themselves to cut the salaries of the applicant or the debtor by the Treasurer salary. So, on the applicant also made a power of attorney addressed to the Treasurer salary which aims to express a willingness to cut salaries or allowances by the treasurer, and deposited to the Bank.

After all form a versatile standalone credit application completed by the applicant (Employee / Teacher) SMAN 15 then the treasurer will deliver on the part of the Bank. Within 14 days of the loan application will be processed by the bank. In accordance with the procedures to apply for credit, the bank will conduct a study of the documents submitted by the treasurer before and do check the credibility of prospective borrowers, particularly for ASN Bank does not do it, but be replaced by checking the administration concerned the ability of debtors to make payments according to income with a statement received approval from the head of SMAN 15.

Once the loan application borrowers approved by the Bank, the applicant was asked to come to the offices of Bank Mandiri Branch at Taman Melati Padang who are on the Church of Padang, to sign a credit agreement on stamp duty, letter of credit approval this will then will be the letter of credit agreement between Bank Mandiri with debtors the ASN. Furthermore, the ASN also asked to take along all the requirements requested by the Bank.

Requirements - requirements that have been met by the prospective Borrower above, submitted to the micro-credit section units this writer ever experienced as one customer/debtor of Bank Mandiri. The author also brings and submit other requirements as to security/collateral to Bank Mandiri, which will be handed back by the Bank when the loan was repaid by the debtor. Guarantee/collateral include:

1. Ask SK CPNS
2. SK native PNS
3. First Last SK (SK IIIc)
4. First TASPEN
5. Copy of Charter Certification

After submitting all the requirements on the debtor obtained a receipt submission of dossiers above, and asked to open an account for the lending which has been approved by the bank earlier. The next month loans of borrowers had been able to do the repayment to the bank conducted by the treasurer by cutting salaries. In accordance with the wording of Article 6 agreement between Bank Mandiri with SMAN 15 regarding the obligation of the first party (SMAN 15)

where the Treasurer (Bansatker) The debtor is obliged to distribute salary to a bank account on behalf of each Debtor each month until the loan is paid off. Due SMAN 15 Padang in receipt of salaries of employees and teachers account with Bank Nagari (Regional Development Bank),

Then treasurer deposited to the Bank Mandiri money or wages of the employee or teacher who has made cuts by the Treasurer. In SMAN 15 loan customers / debtors were picked solely by the Bank no later than every 5th of every month. In the event of a delay by the bank or because the treasurer is outside the city, it all is the responsibility of the Bank.

Payroll deductions made by the treasurer and submitted on time to the bank, then the treasurer salary is given a commission of 5% of the entire amount of the loan that has been done against pay cuts employees and teachers SMAN 15 to the Bank transferred directly through the Treasurer's account. This is not the content of the cooperation agreement that mentioned in number: 1667/900 / DP.SMA.15 / 2013 will, however, be a derivative agreement of the cooperation agreement, which the Treasurer is tied with special agreement to always report the debtor's financial circumstances of each month to the Bank. And for that, the Bank gives Compensation for the responsibilities that have been undertaken by the Treasurer.

B. The obstacles that occur in the implementation of the agreement between the Bank and the Treasurer salary in payroll deductions ASN at SMAN 15 Padang.

SMAN 15 cooperation agreements between Padang and PT Bank Mandiri (Persero) Tbk Branch Padang, attract many customers of the Teachers and Staff SMAN 15 Padang as of September 2018 has recorded a number of 19 employees and teachers who have become customers/debtors Bank. This is due to the loan process is fast with low-interest rates. Which is currently less than 1% to be exact only 0.76%. This makes the employee and teachers SMAN 15 Padang deepen the loan until level Top Up Rp. 200.000.000, - with a fixed monthly loan installment.

For about 5 years of cooperation that has been run by SMAN 15 with Bank Mandiri in conducting cutting Bank loans to the employees and teachers by the Treasurer Salary arguably, the existing barriers are not so crucial. In a survey conducted barriers that once there is visa never happened so far include:

1. Installment loans the teachers and staff who had been taken directly by the Bank to the SMA 15 is sometimes hampered by the timeliness promised that every 5th promised time is often hampered by the willingness of banks is often not timely, and often also on the part of the treasurer of the not in place at the time of the bank coming to do the polling ^[1]. It is certainly a disadvantage because of the mentioned agreement in the event of delay in depositing the customers will be charged a fine of 2%. If it happens at the bank then the bank goes to bear the risk.

Delays in depositing the loan never happened in 2015 on negligence treasurer salary long before it was replaced by the Treasurer now, where the treasurer because of illness did not get reported to the Bank Nagari salary to be received by teachers and employees, so that when the bank Mandiri come pick credit loans

have failed to get money installment loan borrowers, so the bank the following day to cut directly to the customer/debtor, and impose a fine of 2% in the following month^[12].

2. The next obstacle that never occurred during the migration of teachers to school transfer or other / to other areas. This never happened in yesterday where teachers from southern Solok move the task to the SMA 15. Where the teacher salary is issued by the People's Bank and not yet transferred to Bank Nagari where all the teachers and staff of SMAN 15 receives a salary, after two months he was in SMAN 15 apply for loans / KSM \$ 100 million more in the bank and the loan installment will be made by the treasurer through payroll deduction. In the following month when the cuts will be constrained by the teacher's salary should he deposit ahead to the new treasurer parties submit to the bank? It turns out it is not immediately carried out by the teacher^[13],
3. Because treasurers now have not had a special ID to the bank then deposit the loan now that is no longer picked up by the bank was forced to use an account in the name of one of the bank employees part of the credit division that bank employees are often harmed if the treasurer late making a deposit, because the employees are precisely who has to report to his superiors.

4. Cover Conclusion

1. After all it is implemented by the debtor ASN SMA 15 then the form is submitted by the treasurer to the bank that will be processed by the bank within 14 working days, if the loan application is approved by the bank, the bank will issue the letter of credit agreement with various provisions of the bank must be approved and understood by the debtor on stamp duty, of the approval of the loan, the bank will issue a credit agreement which was signed by the debtor before a notary who has been appointed by the bank. The next moment the loan would be disbursed through bank accounts that have been opened beforehand by the debtor.
2. Barriers that occur during the execution of payroll deductions by treasurer of the salary ASN SMAN 15 was at the time treasurer salary SMAN 15 due to illness did not get to carry out his duties for inputting all accounts payable ASN should be cut prior to release of net pay in the ASN by the Bank Nagari, Omissions by the treasurer of the party treasurer impact on the delay in depositing the loan money to the bank Mandiri. Therefore, according to Article 3 point 9 imposed a late fee of 2%, of course, this is very detrimental to the ASN because during the ASN SMAN 15 never check passbooks and ledgers/book expenditure treasurer then it is spared from criticism and protests from the debtor / ASN SMAN 15.

A. Suggestion

1. Bank Mandiri to disburse loans to the ASN at SMAN 15 Padang is expected to provide loan interest lightweight and provisions were not large, because so far even though the Bank including those that provide mild interest for the community, but we, the ASN SMAN 15 fields are educators the nation who should be given priority by bank Mandiri, because we also make a

major contribution to the development of the nation. With the soft loan and giving priority to the ASN reword SMAN 15 ensured throughout the ASN SMAN 15 totaling 57 people will switch on bank loans independently.

2. Cutting loan through the treasurer should be abolished by the Bank Mandiri, and returned to the debtor to hand over or deliver directly to independent banks direct their loan repayments. It is more poorer, and not detrimental to the bank and the debtor that has been collected by the treasurer and was picked up by the bank. And the bank did not need to spend extra money as the payment of fees treasurer. And borrowers also know for certain installments of their loans, although there was a delay is not borne jointly by the ASN but simply borne by the debtor's late alone. Independent bank in enacting installment loans to customers at SMAN 15 is expected to annually provide a low-interest rate (no change in interest rates). For the corresponding wording of Article 3, point 6 MCC No. 1667 stated that Bank Mandiri provides provisions for loan installment for each month fixed amount consists of principal and interest. It is too heavy for the ASN SMAN 15 in which they are in taking a loan to the tenor of 120 months, of course, if the debtor is still the ASN SMAN 15 will pay the loan up to 3 times higher than the original loan amount. Suppose there are waivers annually from the bank Mandiri until the expiration of the loan would not be overly burdensome to the ASN at SMAN 15 Padang. Because after we educators of the nation who only mediocre income would not be able to meet the needs of home and vehicle if it is not backed by loans to banks.

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