JUSTISI

Vol. 11, Issue. 2, May 2025
e-ISSN: 2686-0821, p-ISSN: 1979-7532
https://doi.org/10.33506/js.v11i2.4127
https://ejournal.um-sorong.ac.id/index.php/js/article/view/4127

Article History
Received: 23 Jan 2025
Reviewed: 10 Mar 2025
Accepted: 19 Apr 2025
Published: 08 May 2025

Application of Employment Agreements as a Legal Remedy to Protect The Rights and Obligations of Contract Workers

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Abstract

The study aims provide an explanation and comparison of the legal aspects of Law Number 13 of 2003, which regulates the rights and responsibilities of workers who have contract status.
This research method uses normative juridical law, so the focus of the research is processing legal documents and collecting and analyzing current legal elements based on secondary data sources.
Novelty the legalization of the Manpower Law Number 13 of 2023, the status of contract worker or PKWT has sparked debates and demonstrations. This research provides an overview of each issue addressed at the base, unit, or company level in a bipartite cooperation organization. The problem will be resolved in the industrial relations court to provide the right result for the parties. The existence of a business contract is made in written form, making it a valid and legally binding written agreement for the parties.
The study results emphasizing the need for a balance between workers' duties and rights, the mechanism for resolving industrial relations disorders as stipulated in Law Number 2 of 2004 through negotiations, conciliation, arbitration, and Industrial Relations Courts, as well as legal certainty and protection of human rights in employment contracts.
Conclusion workers are required to comply with the company's regulations, be willing to change positions, maintain and maintain the confidentiality of the position, and comply with the Company's working hours regulations. If there is a dispute between workers and employers, the settlement must follow the provisions of the collective bargaining agreement. The problem is resolved through a bipartite cooperation institution, both at the base, unit, and company levels, and if the solution has been taken but does not give satisfactory results, then the problem will be resolved through the Industrial Relations Court.
Keywords: Contract Employees; Dispute Resolution; Employment Agreement

Abstrak

Tujuan Penelitian memberikan penjelasan dan perbandingan aspek hukum Undang-Undang Nomor 13 Tahun 2003 yang mengatur hak dan tanggung jawab pekerja yang berstatus kontrak.
Metode Penelitian menggunakan hukum yuridis normatif, sehingga fokus penelitian adalah mengolah dokumen hukum dan mengumpulkan serta menganalisis unsur hukum saat ini berdasarkan sumber data sekunder.
Kebaruan Penelitian legalisasi UU Ketenagakerjaan Nomor 13 Tahun 2023, status karyawan kontrak atau PKWT telah memicu perdebatan dan demonstrasi. Penelitian ini memberikan gambaran tentang setiap masalah yang ditangani di tingkat pangkalan, unit, atau perusahaan dalam organisasi kerja sama bipartit. Permasalahan akan diselesaikan di pengadilan hubungan industrial untuk memberikan hasil yang tepat bagi para pihak.

Temuan menekankan perlunya keseimbangan antara tugas dan hak pekerja, mekanisme penyelesaian gangguan hubungan industrial sebagaimana diatur dalam UU Nomor 2 Tahun 2004 melalui negosiasi, konsiliasi, arbitrase, dan Pengadilan Hubungan Industrial, serta kepastian hukum dan perlindungan hak asasi manusia dalam kontrak kerja.
Kesimpulan pekerja wajib mematuhi peraturan perusahaan, bersedia berganti jabatan, menjaga dan menjaga kerahasiaan jabatan, serta mematuhi peraturan jam kerja Perseroan. Jika terjadi perselisihan antara pekerja dan pengusaha, penyelesaian harus mengikuti ketentuan perjanjian perundingan bersama. Permasalahan diselesaikan melalui lembaga kerjasama bipartit, baik di tingkat pangkalan, unit, maupun perusahaan, dan jika solusi telah diambil tetapi tidak memberikan hasil yang memuaskan, maka permasalahan tersebut akan diselesaikan melalui Pengadilan Hubungan Industrial.

Kata Kunci : Karyawan Kontrak; Penyelesaian Sengketa; Perjanjian Kerja

1. INTRODUCTION

Entering the era of globalization will face many challenges, especially in the field of employment, the selection of employees will be increasingly selective due to competition in the increasingly fierce industry and the use of advanced technology. In the end, only employees who have good quality, intelligence, and health can succeed. There are many aspects and relationships related to job development. This relates to employers, the government and society as a whole, as well as the interests of workers during, before, and after work. To achieve this, broad and comprehensive regulations are needed. This regulation must include the development of human resources, increasing the productivity and competitiveness of the Indonesian workforce, creating labor placement services, increasing employment opportunities and fostering industrial relations.[1]

The growth of industrial relations is a component of job development. The goal of this development is to maintain egalitarian, dynamic, and peaceful labor relations. Human rights must thus be acknowledged and upheld, as stated in TAP MPR NO. XVII/MPR/1998. In terms of maintaining democracy in the workplace, this MPR order represents a significant turning point. Democracy in the workplace should boost employee participation in order to create the ideal Indonesian state.[2]

The realization of workers' rights and obligations is their ultimate goal. Employment agreements are one of the ways that workers may use the media to demand their rights. The defense of employees' rights against the firm and obtaining legal protection are related to labor agreements and collective bargaining, sometimes referred to as collective bargaining agreements. The employment agreement lays forth the responsibilities and rights of both employers and employees. It also governs the trade union's rights and responsibilities to the

[1] Elisabeth A. E. Pinontoan, "Perjanjian Kerja Bersama Antara Serikat Pekerja Dengan Pengusaha Menurut Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan," *Lex Privatum* 12, no. 2 (2023): 1–23, https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/51204.
[2] Rahadian Dimas Aninditiya, Prasetya Arik, and Yuniadi Mayowan, "Pengaruh Perjanjian Kerja Dan Perjanjian Kerja Bersama Terhadap Hak-Hak Karyawan Dan Kepuasan Kerja," *Jurnal Administrasi Bisnis (JAB)* 28, no. 1 (2015): 84–92.

business community through the collective bargaining agreement. The corporation would provide them with legal protection through the rights given in line with the conditions of the collective bargaining agreement and employment contract.

An employment agreement is signed by the employer and the worker, or company owner. An employment contract is a commitment made by an employee to a corporate representative to carry out a certain assignment.[3] The employment agreement's primary goal is to guarantee that the worker fulfills and properly executes the terms of employment as set forth by the employer. The worker has the right to sue the employer, and the employer has the right to demand rights from the worker and vice versa.

The Indonesian government's labor control measures must be implemented in compliance with the relevant laws and regulations as labor issues are issues that affect people's daily lives. Limited employment, poor public education, and a low quality workforce are the main causes of Indonesia's high unemployment rate. One issue that negatively affects people's lives is unemployment, which exacerbates crime, lowers quality of life, and creates a slum atmosphere.

A legal document that addresses the topic and goal of work, an employment agreement has the power to create and govern agreements that have been decided upon at the time of an event by the employer, employer, and employee parties. The rights and obligations outlined in the aforementioned statute may need to be exercised by the pertinent parties. Workers' or laborers' rights require that employers fulfill their responsibilities. Similarly, the workers or laborers have a duty to perform their responsibilities as the employer's right. Consequently, the connection between the employer and employees is reciprocal, meaning that if one of them defaults or fails to perform his responsibilities, the other party may file a lawsuit and the offending party may face consequences.[4]

A large number of individuals, including employees, opposed the modification to the PKWT rule, which is located in Chapter IV of the Job Creation Law concerning occupation. Some of the new PKWT regulations, according to the workers, are harmful to their rights. For instance, there are no written regulations governing the PKWT policy, and violators face no consequences. These provisions will surely influence the employer's judgment on the employee's rights because there is no hard proof that every clause in the employment contract is enforceable. and there are no legal repercussions that may cause the offender to change his mind or reverse his future plans to do so.

This will impact legal ambiguities throughout the project or assignment and in the work relationship. Workers also lose the time and chance to hunt for a new employment when the PKWT term finishes. The PKWT contract's expiration date is not governed by any regulations. Employees may experience losses as a result.

Numerous individuals, including employees, oppose the modifications to PKWT laws,

[3]Subekti, *Hukum Perjanjian*, Cet. 21 (Jakarta: Intermasa, 2005), https://opac.perpusnas.go.id/DetailOpac.aspx?id=550639.

[4] Reza Suryo Pratomo et al., "Pembatalan Perjanjian Kerja Waktu Tertentu Secara Sepihak Oleh Pengusaha," *Jurnal Multidisiplin Inovatif* 8, no. 9 (2024): 265–76, file:///C:/Users/User/Downloads/_265-276.pdf.

which are found in Chapter IV of the Job Creation Law concerning employment. Employees believe that their rights are being harmed by several of the new PKWT regulations. The PKWT policy, for instance, is not codified and infractions are not penalized. Employers' arbitrary actions against workers' rights will unavoidably be impacted by the employment agreement's provisions since there is no tangible proof supporting any of them and no legal repercussions that would make people reluctant or discourage them from happening again. Legal ambiguity in the employment connection and throughout the project or task will result from this. The workers also have a limited amount of time to locate a new employment when the PKWT term ends. The PKWT contract's expiration date is not governed by any regulations. Employees may experience losses as a result.

Workers' rights are a crucial subject that requires more understanding since they deal with issues and discussions that arise in society. Legal professionals and the general public should have a deeper understanding than merely employers and employees. Thus, following the passage of the Job Creation Law, the researcher looked into and gained more knowledge about some of the policy changes that took place in the PKWT rules. The fulfillment of the employment agreement to safeguard contract workers' rights and responsibilities is the subject of this amendment. This article mentions a number of publications that were utilized as references and instructions for creating this scientific study. One of these journals is called "Employment Contracts and Legal Protection of Workers' Rights and Obligations in the Labor System in Indonesia" by Rena Putri Nirwana, Ratih Damayanti[5], and "Legal Protection for Workers on Employment Contracts that Conflict with Laws and Regulations" by Ratna Dewi, et al[6]. Legal Protection for Workers with Unwritten Employment Agreements in Employer Companies, by Robertus Berli Puryanto, et al[7].

This article stands out from others because it highlights how employment contracts can be used as a legal remedy to protect employee rights and obligations covered by the contract. Therefore, it is hoped that it will affect workers' rights for the sake of long term economic growth and national advancement. Legal clarity offered by employment agreements can lessen labor conflicts and serve as a guide for resolving issues. By carefully examining contracts, businesses may safeguard employee rights and create equitable work environments. The employment agreement's principal goal is to provide steady working conditions. The duration of this agreement, which must not exceed two years and may be extended for an additional year, is determined by the parties. The employment agreement's validity duration should be both short to provide stability and lengthy enough to adapt to the

[5] Rena Putri Nirwana and Ratih Damayanti, "Kontrak Kerja Serta Perlindungan Hukum Hak Dan Kewajiban Pekerja Dalam Sistem Ketenagakerjaan Di Indonesia," *Media Hukum Indonesia (MHI)* 2, no. 4 (2024): 523–29, file:///C:/Users/User/Downloads/933-2741-1-PB-2.pdf.

[6] Tota Roganda' Dewi, Ratna, "Simarmata, Marusaha", "Sitompul, Rahul Kristian", "Elu, Nofianus", 'Siahaan, "Perlindungan Hukum Bagi Pekerja Atas Kontrak Kerja Yang Bertentangan Dengan Peraturan Perundang-Undangan," *JIIC: Jurnal Intelek Insan Cendikia* 1, no. 4 (2024): 1–10, https://jicnusantara.com/index.php/jiic.

[7] Robertus Berli Puryanto, I Nyoman Putu Budiartha, and Ni Made Puspasutari Ujianti, "Perlindungan Hukum Bagi Pekerja Dengan Perjanjian Kerja Tidak Tertulis Pada Perusahaan Pemberi Kerja," *Jurnal Interpretasi Hukum* 2, no. 1 (2021): 158–62, https://doi.org/10.22225/juinhum.2.1.3109.158-162.

constantly shifting circumstances.

In practice, the position of the worker is always above the employer. At the very least, the command element as one of the components of the labor relationship that is collapsed.[8] Employment relations are different from other civil law relationships because of the existence of this element of order. Employees in an employment relationship are bound by and dependent on the orders of the employer.[9] Referring to the above background, this study can focus on how the employment agreement applies the rights and obligations of contract workers. in accordance with Law Number 13 of 2003, as well as resolving disputes between contract workers and companies that are dismissed before the expiration of the contract period.

The conditions of the agreement that are enforceable under the employment agreement bind both parties. There are frequently disparities in responsibilities since employees in agreements typically have a weaker position than employers. The Labor Law describes the various forms of employment agreements, known as PKWT (Fixed Time Work Agreements) and PKWTT (Indefinite Time Work Agreements).[10] PKWTT may differ from PKWT, which is an employment contract. The foundation of a solid working relationship is the employment agreement, which needs to be compliant with the law. This agreement's clause may, however, be illegal in some circumstances. PKWTT and PKWT are governed by laws and regulations that need to be strictly followed. If the terms of an agreement differ with the rules and regulations, special steps must be taken to settle the issue. It is crucial to uphold fair and lawful employment practices in order to make sure that employment contracts don't break any laws.[11]

A fixed-time employment agreement may only be used for permanent labor and is only effective for the duration of the work, as stated in Article 56 Paragraph (2) of Law No. 13 of 2003. As of right now, a particular time work agreement may only be made for tasks that, depending on their nature and kind, must be finished within a given amount of time. However, in order to ensure and safeguard employees, the government has created rules that regulate the use of fixed-time employment agreements. The parties' consent that the working conditions outlined in PKWT cannot be less than those outlined in the relevant laws and regulations is one of the requirements that must be fulfilled before a fixed-time work agreement may be created. An agreement between a worker or laborer and their employer is

[8] Mohammad Fandrian, "Kajian Proses Penetapan Upah Minimum Dan Upah Minimum Sektoral Provinsi Dan Kabupaten/Kota Tahun 2020 (Suatu Tinjauan Yuridis Terhadap Implementasi Peraturan Menteri Tenaga Kerja Nomor 15 Tahun 2018 Tentang Upah Minimum)," *Hukum Pidana Dan Pembangunan Hukum* 2, no. 1 (2020), https://doi.org/https://doi.org/10.25105/hpph.v2i1.7700.

[9] Mohammad Fandrian Hadistianto, "Problematika Regulasi Mengenai Daluwarsa Gugatan Perselisihan Hubungan Industrial Di Indonesia," *Refleksi Hukum: Jurnal Ilmu Hukum* 7, no. 1 (2022): 1–18, https://doi.org/10.24246/jrh.2022.v7.i1.p1-18.

[10] Nailul Amany, "Perubahan Pengaturan Perjanjian Kerja Harian Di Indonesia Ditinjau Dari Teori Keadilan," *Refleksi Hukum: Jurnal Ilmu Hukum* 7, no. 2 (2023): 267–88, https://doi.org/10.24246/jrh.2023.v7.i2.p267-288.

[11] Yoliandri Nur Sharky and Gunawan Djajaputra, "Akibat Hukum Terjadinya Wanprestasi Dalam Perjanjian Kerja Tanpa Adanya Jaminan," *Unes Law Review* 6, no. 4 (2024): 9825–31, file:///C:/Users/User/Downloads/1933-Article Text-8589-1-10-20240604-1.pdf.

known as an employment agreement. This agreement outlines the rights and responsibilities that each party must uphold. This is included in Law Number 13 of 2003 concerning Manpower, Article 52, paragraph (1). It is impossible to create, modify, or terminate an employment contract without the approval and agreement of all parties. Consequently, the revised agreement is void if the employer implements all of these modifications.

This study examines how labor laws are always evolving, including new legislation, modifications to employment standards, and the effects of technology on labor relations. This covers the role that labor laws have in the Omnibus Job Creation Law. Understanding modern labor dynamics requires an examination of the legal protection of labor rights and duties in the context of employment contracts. Employers, employees, and attorneys can use it to exercise their rights and responsibilities.

The study's objectives are to examine and clarify the implementation of the employment agreement's provisions regarding legal protection for contract workers who work for a specific amount of time, as well as the legal remedies available to contract workers who are fired during that time. Additionally, the study aims to assess and ascertain whether the employment agreement is protected by the rights of contract workers for a specific amount of time in compliance with Law Number 13 of 2003 concerning Manpower and stressing the necessity of upholding a balance between the rights and obligations of employees, legal certainty, and the protection of human rights in employment contracts, as well as the Industrial Relations Court, conciliation, arbitration, and negotiation as specified in Law Number 2 of 2004 for the resolution of industrial relations disputes.

Someone who is employed to complete a certain activity within a predetermined time frame is known as a contract worker, and social standards must adapt to new social developments. If the contract's duration is not indicated, the agreement is null and void. Either the service provider or the service user may end the contract at any moment. Basic labor rights including the ability to bargain with employers, workplace health and safety protection, and particular safeguards for women, children, and people with disabilities are all part of worker protection under relevant labor laws. There are also earnings, welfare, and social security.

The rights of workers must generally be upheld. They include the right to work, the right to equitable and balanced compensation, the right to meet with coworkers, the right to health and safety protection, the right to equitable processing, the right to privacy, the right to be free from discrimination, and the right to freely express one's thoughts. Nonetheless, in their capacity as employers, they have the authority to create policies and contracts with employees, shut down enterprises, organize and lead groups of employers, transfer certain employees to other businesses, and safeguard employees by implementing, monitoring, and upholding labor regulations. This research seeks to answer the following concerns in light of the background information provided: how can employees' rights and responsibilities be legally safeguarded in cases when employment contracts violate the law? The research also looks into the legal frameworks and procedures that are in place to safeguard employees' rights and responsibilities and guarantee that employment contracts adhere to the law.

2. METHOD

This research is a type of normative legal study that uses a conceptual approach in addition to the statutory technique (statute approach), relevant to the issue under consideration. To obtain this research data, read the literature on the research topic and the data sources utilised in this research, including Manpower Act No. 13 of 2003, as well as books on the research topic. The following data sources were used in this study; Law No. 13 of 2003 pertaining to labour is one source of main legal materials. Legislation Concerning Trade Unions/Law 21 of 2000, and Law 11 of 2020 Regarding Employment Generation., The 2023 Law No. 6 on Job Creation, and Wage Protection Government Regulation No. 8 of 1981, and The Republic of Indonesia's Minister of Manpower and Transmigration's Decree Number KEP-48/ME, as well as supplementary legal papers, which describes core legal resources, such as works or opinions of legal experts on worker legal protection, as well as secondary legal materials. There are supplementary sources of information on primary and secondary legal resources, such as dictionaries, encyclopaedias, legal periodicals, and magazines. For the sake of analysis, data are grouped by type of written legal material, while data are evaluated by qualitative methods, where already existing data are collected, sorted, and then processed. After being sorted and processed, it is analyzed systematically and logically using descriptive analysis techniques. Therefore, it is expected that the research conducted will reach an acceptable conclusion

3. DISCUSSION

3.1. Workers' Rights and Obligations as Specified in the Employment Agreement

The trade union or trade unions must follow the requirements of the employment agreement. Furthermore, according to the conditions outlined in the job contract, he is entitled to the results or services he provides.[12] The rights of workers include the following: the right to work, pay, social security, occupational health and safety, working hours, and leave; the right to a good living; the right to choose one's own employment; the right to fair working conditions; and the right to unemployment protection.[13] Every employee in the company possesses the freedom to form and join a labour union. Labour is free to create and join trade unions. They are given the opportunity to develop and enhance their work potential according to their talents and interests. In addition, companies must abide by religious norms and principles to ensure safety, health, morals, decency, as well as dignity based therapy. This regulation derives from Manpower Law No. 13 of 2003. and Law of Trade Unions No. 21 of 2000.

Every employee has the entitlement to social security and K3, which means occupational

[12] Payaman J Simanjuntak, "Undang-Undang Yang Baru Tentang Serikat Pekerja/Serikat Buruh.," *New Law on Trade Unions; A Guaide*, 2002, 9–10, http://www.oit.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo-jakarta/documents/publication/wcms_120055.pdf.

[13] Ivana Trixie et al., "Implementasi Hak Para Pekerja Menurut Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan (Analisis Kasus PT Livatech Elektronik Indonesia)," *Jurnal Kewarganegaraan* 7, no. 2 (2023): 2000–2008, https://journal.upy.ac.id/index.php/pkn/article/view/5578/3278.

safety and health. Every employee is entitled to social security which includes health insurance, old age, work accidents, and health maintenance. If it is considered that the requirements and safety related to occupational protection equipment are dubious, the employee may also raise objections. This regulation has been regulated in Law 13/2003, Law 03/1992, Law 01/1970, Presidential Decree (KEPPRES) 22/1993, 14/1993 Government Regulation (PP), Ministerial Regulation (Permen) No. 4 of 1993 and No. 1 of 1998. Every employee is entitled to reasonable compensation. The provincial minimum wage has been set. However, this only applies to new employees who have not joined in more than one year. In addition, male and female employees should receive equal pay according to the amount of work they do. Law 13/2003, and Regulation 01/1999 address this. Workers have the right to ask for a raise when the workload and salary are not balanced.

Every worker has the right to limited working hours, relaxation, leave, and holidays. A person can only work eight hours every day if they work for five days in one week. If employees work six days a week, they must work seven hours per day. There should be an employee agreement with the company if his working hours exceed the provisions. If the work is carried out more than the specified time, the company must also pay overtime. In addition, keep in mind that employees are entitled to leave according to the provisions and national holidays. Law number 13 of 2003 stipulates this regulation. Every employee has the right to sign a Cooperation Agreement (PKB). Unions can make employment contracts or CLAs. The approval process must be done before it is created. It addresses the obligations and rights of employers and workers, as well as the agreement's duration reached by both parties. Laws 13/2003 and 21/2000 stipulated regulations.

Every worker has the right to strike. Employees were even allowed to go on strike. However, no later than a week before the strike, it must be submitted by letter to the company and the local manpower office. Law 13/2003 and KEPMEN 232/2003 set out the requirements. Privileges should be given to every female employee. For example, take a vacation on the first day of menstruation before pregnancy or during maternity leave. Women's welfare is also prioritized by the government. Female employees under the age of 18 or pregnant are prohibited from working at night. Prohibited business hours are from 23:00 to 07:00. They are also prohibited from being laid off unilaterally and can take maternity leave. On the first and second days, even women who experience menstrual disorders can take time off. KEPMEN 224/2003, Regulation 03/1989, and Law 13/2003 provide explanations on this regulation.

Every worker has the right to be protected from unfair decisions about employment termination. As much as possible, the government avoided ambiguous terminations of employment. This is governed by SE 907/Men.PHI-PPHI/X/2004, the circular letter from the Ministry of Manpower. In addition, this rule protects workers from mass layoffs. In cases where employees are unfairly laid off by the organization, employees have the right to protest at the labor office.

The provisions of articles 1603, 1603a, 1630b, and 1603c of the Civil Code regarding

workers' obligations, the Civil Code, which are basically as follows:[14] 1. One of the main responsibilities of a worker is to perform his own duties; However, with the permission of the workers', the worker can represent him. Therefore, keep in mind that the work done by employees is highly individualized because it relates to their skills, therefore, the employment relationship ends legally if the worker dies in accordance with the regulations; 2. Workers are obliged to follow the rules and instructions of their workers' or employer as they perform their work. Employers can also tell workers what they should do. The rules to be followed by workers must be regulated in company regulations so that their scope is clear; 3. The responsibility to accept punishment or pay restitution and fines if workers or laborers commit actions that harm the company, either due to negligence or intentionality.

There are changes before and after the Labour Contract Law was implemented, but determining the treatment and control groups from the Law is challenging. In the treatment and control groups, the construction is done indirectly following two methods in existing literature. (1) Firm labour intensity.[15] An employment agreement is one type of agreement; Each treaty has distinct features that set it apart from previous agreements. However, each form of agreement has the identical terms that apply to all forms of contracts. Specifically, the above-mentioned legal principles, the legitimacy of the agreement, its subject matter, and its aim.

One important aspect of the employment industry is the employment relationship, which is the relationship after a contract of employment between the company and the worker, where the worker is compensated and the company agrees to recruit the workers'. The existence of a relationship between two groups that need each other is shown by this explanation. Legal protection issues, especially those related to the application of work with the company must be known. Considering the needs of employers and enterprises, the goal of worker legal protection is to defend workers' fundamental rights and to avoid discrimination. Because often employers ignore workers' rights even though they have done their obligations.

Investigate the impact of labour after adjusting for establishment fixed effects, demand shocks on regular wages, contract wages, and the ratio of regular to contract pay, fixed impacts for the industry year and the state year. Using three different proxies for labour demand shocks, examine three different specifications, specifically, outside from the current business, the state industry year's average salary for all businesses, with the exception of the current situation, the industry year's average salary for all businesses, and an exogenous pricing and wage shock for local producers. Contract wage responses to tighter market demand are never negative, regardless of proxy with one exception, this largely rejects the employment ladder

[14] Melvanesty.wordpress.com, "Hak Dan Kewajiban Tenaga Kerja Berdasarkan Undang-Undang Ketenagakerjaan," *Hak Dan Kewajiban Tenaga Kerja Berdasarkan Undang ... WordPress.Com*, November 29, 2017, https://melvanesty.wordpress.com/2017/11/29/hak-dan-kewajiban-tenaga-kerja-berdasarkan-undang-undang-ketenagakerjaan/.

[15] Ruixiang Xiong and Qian Wan, "Labor Protection and Private Firms' Exports," *China Economic Quarterly International* 2, no. 4 (2022): 278–89, https://doi.org/10.1016/j.ceqi.2022.11.004.

approach.[16]

Paragraph 14 of the Manpower Law, Article 1, says that: An employment contract signed by a worker or labourer and an workers or employers comprises all rights and obligations related to work. Furthermore, payroll is defined in Government Regulation Number 36 of 2021's Article 1 Number 30.[17] Income is what employees or labourers' monetary entitlements to them by workers or employers in accordance with employment agreements, agreements, or rules and regulations requiring paying employees and their families for labour and services rendered and will be performed. Article 52 (1) of the Manpower Law will be mentioned in the employment agreement, which says: The employment contract is developed based on: a. each of the parties achieved an agreement; b. the skill or knowledge to file a lawsuit; c. work that was promised; d. Nothing is in violation of public order, decency, the task promised, or the laws in effect.[18] That is the case. The agreement must be in conformity with applicable laws and legal implications. If the agreement is established in contravention of laws and regulations. In accordance with Manpower Law's Article 52, Paragraph 3, the agreement is not legally binding.

Article 5 of Manpower Law 13 of 2003 provides that every worker has the equal chance to find work. The article clearly guarantees that every worker is entitled to fair pay opportunities for employment and income without discrimination based in regard to sexual, political affiliation, race, or religion in accordance with the skills and interests of the labour force, incorporating fairness in behaviour for those with impairments. Article 6 of the Manpower Law then requires employers to offer their employees' or labourers' rights and responsibilities without discrimination.[19]

Manpower Law No. 13 of 2003, labor protection attempts to guarantee that the employment relationship between employees and employers is fair, free from pressure from strong parties to weak parties therefore in compliance with the rules and regulations that apply, worker with strong socio-economic positions are required to help implement these protection provisions.

3.2. Settlement Dispute Between Contract Workers

Workers and employers may quarrel over a preceding violation of the law, it may also occur in the absence of a violation of the law. Violations of the law usually lead to disputes because:[20] a) There are significant differences in the way labor law is applied. This is indicated by the conduct of workers or employers that break the regulations. For example, employers

[16] Vidhya Soundrarajan Arnab K. Basu, Nancy H. Chau, "Contract Employment as a Worker Discipline Device," *Journal of Development Economics* 149 (2021), https://doi.org/https://doi.org/10.1016/j.jdeveco.2020.102601.

[17] Presiden Republik Indonesia, "Peraturan Pemerintah Republik Indonesia No 36 Tahun 2021 Tentang Pengupahan," *Journal of Chemical Information and Modeling* 53, no. 9 (2021): 6, http://dspace.ucuenca.edu.ec/bitstream/123456789/35612/1/Trabajo de Titulacion.pdf%0Ahttps://educacion.gob.ec/wp-content/uploads/downloads/2019/01/GUIA-METODOLOGICA-EF.pdf.

[18] Fithriatus Shalihah, "Perjanjian Kerja Waktu Tertentu (Pkwt) Dalam Hubungan Kerja Menurut Hukum Ketenagakerjaan Indonesia Dalam Perspektif Ham," *UIR Law Review* 1, no. 2 (2017): 149–60.

[19] Hasan Al Munir Asri Wijayanti, "Wijayakusuma Law Review," *Wijayakusuma Law Rewiew* 2, no. 1 (2020): 38–43.

[20] Asri Wijayanti, *Hukum Ketenagakerjaan Pasca Reformasi*, *Hukum Ketenagakerjaan Pasca Reformasi*, 2009.

do not pay their workers according to minimum standards, do not provide leave, do not provide social security to their workers, and so on; b) Employers who treat people in unfair ways, such as treating people with the same job title, due of gendered inequalities in job, education, and years of service.

Law No. 2 of 2004 on Industrial Relations Settlement, Article 2, states, the several types of labour connections issues include:[21] a) Rights conflicts arise because of variations in how rules and regulations are applied or interpreted., employment contracts, corporate policies, or collective labour agreements; b) Termination of employment (PHK) Disagreements occur when there is no agreed upon opinion. about terminating employment relations in the company; c) A conflict of interest occurs in an employment connection when there is a disagreement over the conduct or a change in the employment agreement, corporate laws, or collective labour agreement; d) Disagreements between labour unions that only happen at one firm, since there isn't clear agreement on the membership, trade unions' obligations and rights.

There are two types of industrial relations disputes from a legal perspective, precisely (1) industrial relations disputes in which employers are subject to the law, as well as combinations of firms with employees or trade unions (2) industrial relations arguments between one company's trade union and other trade unions in other companies.[22] The first mentioned dispute in industrial relations consists of (a) rights intersection, (b) potential conflict of interest (c) conflict regarding employment termination. There is only one second mentioned a debate about labour relations, this is the difference of opinion between natural trade unions inside the same corporation. Therefore, there are four kinds of labour conflicts, (1) conflicts of rights, (2) conflicting interests, (3) disputes including job termination, (4) disagreements between one company's trade unions, in line with Law Number 2 of 2004's Article 1 Number 1.[23]

Number 2 Article 1 of Law Number 2 of 2004 defines rights disputes as disputes arising from differences in the interpretation or application of laws and regulations, work agreements, that result in an inability to fulfil rights, corporate policies agreement agreements for collective bargaining. Formal rights disputes, according to the formulation of point 1 of article 1, are disagreements of opinion that lead to conflicts because rights are not fulfilled. The law applies to either employers alone or in cooperation with employees or labour unions. If part 1 number 2 is examined, the following possibilities will be generated: a) Not having rights fulfilled because of discrepancies in how laws and regulations are implemented; b) Failure to exercise rights as a consequence of discrepancies in the execution of the terms mentioned in the employment agreement; c) Rights not being fulfilled because discrepancies in how corporate

[21] Agus Pramono, "Settlement of Industrial Relations Disputes and Termination of Work Relations According to the Applicable Legislation," *Walisongo Law Review (Walrev)* 2, no. 2 (2020): 169, https://doi.org/10.21580/walrev.2020.2.2.6671.

[22] Fuqoha Fuqoha, "Tinjauan Yuridis Kekuatan Hukum Penyelesian Perselisihan Non-Litigasi Dalam Perselisihan Hubungan Industrial," *Indonesian State Law Review (ISLRev)* 2, no. 2 (2020): 119–37, https://doi.org/10.15294/islrev.v2i2.37681.

[23] Tumanda Tamba et al., "Legal Protection in The Settlement of Industrial Relations Disputes in Indonesia," *Justiciabellen* 6, no. 1 (2023): 14–23, https://journal.umg.ac.id/index.php/justiciabelen/article/view/6165/3314.

policies are implemented; d) Rights not being fulfilled because of differences in how collective labour agreement clauses; e) Not being able to exercise rights because disagreements over the interpretation of laws and regulations; f) Unfulfillment of rights due to differing interpretations of the employment agreement's conditions; g) Rights not being fulfilled because of conflicting interpretations of corporate regulations; h) Not having rights fulfilled because of differing interpretations of collective labour agreement terms.

In rights disputes, the inability to fulfill rights is the main element. Because rights originate from regulations and laws, employment contracts, corporate policies, or collective labour agreements. The legislation requires that there are two reasons for rights not being fulfilled, namely differences in the exercise or interpretation of the sources of these rights.

Law Number 2 of 2004's Article 1 Number 3 declares, an interest conflict occurs in an employment connection when there is a lack of agreement on the procedure for making decisions and/or changes to the employment agreement's terms, firm regulations, or collective labour agreement.[24] The components that make up the dispute of interest are, based on the formulation of the article: a. There is disagreement; b. In employment; c. No dissent; d. Related to the creation and/or change of job requirements; e. In employment contracts, company regulations, or employment contracts.

The absence of agreement on how the conditions of employment stipulated in the employment agreement are drawn up, which requires analysis. An employment agreement is an act that generates a legal relationship called an employment relationship, so this analysis is necessary. The status of employers and laborers does not exist when there is no employment agreement.[25]

A disagreement on the termination of employment, as stated in Law Number 2 of 2004's Article 1 Point 4, is a disagreement that develops owing to a lack of agreement on the parties' mutual termination of employment relationships. Overall, this section is neutral. The phrase performed by one of the parties indicates this. This suggests that one can be a businessman or a laborer; Usually, employers terminate employment relations. There are many cases where employers cut employment relations. The loss of workers' livelihoods is one of the most important. Therefore, the orientation of protection is fixed on necessity, although the articles governing the termination mechanism are neutral. No conformity of opinion is a component that forms a termination dispute, according to the formulation of number 4 article 1; performed by either party to terminate the employment relationship.

Disagreements between unions are characterised as disagreements inside a single organisation. Due to the lack of a clear agreement on membership and the implementation of trade union members' rights and obligations, in line with Law Number 2 of 2004's Article 1 Number 5.

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[24] Presiden Republik Indonesia, "Undang-Undang Republik Indonesia Nomor 2 Tahun 2004 Tentang Penyelesaian Perselisihan Hubungan Industrial," *Presiden Republik Indonesia*, no. 1 (2004): 1–103, https://www.dpr.go.id/dokjdih/document/uu/2.pdf.

[25] Suhartoyo Suhartoyo, "Perlindungan Hukum Bagi Buruh Dalam Sistem Hukum Ketenagakerjaan Nasional," *Administrative Law and Governance Journal* 2, no. 2 (2019): 326–36, https://doi.org/10.14710/alj.v2i2.326-336.

In accordance with Law No. 2 of 2004. There are numerous institutions for resolving labor related disputes, precisely (1) Institutions for two-party negotiations, (2) Institutions of Conciliation, (3) Institutions of arbitration, (4) Institutions of mediation, (5) Courts that handle industrial relations. Each of these institutions has different absolute authority to handle four types of industrial relations disputes.[26]

Negotiations between employers and trade unions to resolve disagreements in industrial relations are known as bipartite negotiations. Bipartite negotiations can be used to resolve any kind of conflict in industrial relations. All types of employment disputes are governed by Law Number 2 of 2004. requires a bipartite negotiation stage. This stage is necessary to settle labour relations conflicts. The statute stipulates a time restriction for negotiations between the two sides, which is 30 days, so that negotiations do not drag on within 30 days, bipartite negotiations are considered a failure if there has been discussion but no agreement has been reached, or if one of the parties is unwilling to talk.

After the parties reach an agreement in bipartite negotiations. The parties write and sign a collective agreement. The accord struck is referred to in Law Number 2 of 2004, between the parties in bipartite discussions as a collective agreement. Although the word collective agreement is permissible, as a formal naming, from the perspective of legal theory, it is redundant. This is because in every agreement there is always an element of togetherness. Due to the fact that the terms employment agreement and collective labor agreement are used in legislation, these terms are acceptable. The parties must abide by the mutual agreement. It is necessary to register the collective agreement with the labour relations court under the contracting parties' jurisdiction. Article 7 paragraph (5) States that if one of the parties does not execute collective bargaining agreement. There will be a registration deed for the collective agreement. To acquire an execution order, the party who feels wronged may file a petition for execution with the district court's industrial relations court located in the registration territory of the collective agreement. This article's statement suggests that the registered collective agreement has execution authority. If either party does not execute the collective agreement, In the district court of the jurisdiction where the collective agreement is filed for execution, the aggrieved party may file a petition with the industrial relations court.

Law Number 2 of 2004's Paragraph 4 (1) says that if negotiations between two parties are unsuccessful then, by adding proof of bipartite discussions, one or both parties express their dissatisfaction to the institution in charge of local labour. As soon as one or both parties submit evidence, the organization dealing with employment issues must ask the parties to reach an agreement on settlement by conciliation or arbitration. According to its proposition, the institution of conciliation and arbitration, according to Law Number 2 of 2004, can be used voluntarily based on the wishes of both parties.

If the conciliator's deliberative efforts fail to reach an agreement, the conciliator makes

[26] Sherly Ayuna Putri Sherly, Agus Mulya Karsona, and Revi Inayatillah, "Pembaharuan Penyelesaian Perselisihan Ketenagakerjaan Di Pengadilan Hubungan Industrial Berdasarkan Asas Sederhana, Cepat Dan Biaya Murah Sebagai Upaya Perwujudan Kepastian Hukum," *Jurnal Bina Mulia Hukum* 5, no. 2 (2021): 310–27, https://doi.org/10.23920/jbmh.v5i2.307.

a written suggestion. Any party may refer a dispute if one or both parties do not follow the conciliator's written recommendations.[27] Article 24 Paragraph 1 states this. It is not possible to refer industrial relations disputes directly as specified in this article, to the Court of Industrial Relations. Among them has to go via a procedure of conciliation.

Industrial relations arbitration takes place outside of the judicial system for labour relations. settles interest issues and trade union disputes in just one firm. The parties agree in writing to refer the dispute settlement to the arbitrator, the award shall be binding on all parties and shall be final.

Industrial relations issues must be settled within 30 working days after the signing of the letter of agreement designating arbitrators. In the early stages of the proceedings, the arbitrator should try to bring both parties back together. If peace is established, the arbitrator will draught a deed of peace that all parties and the arbitrator must sign. This peace document shall be recorded at the district court's industrial relations court, which is situated in the arbitrator's jurisdiction over the peace. A peace treaty has been signed by an industrial relations court has executive authority.

Resolving conflicts of rights, interests, implies the end of labour relations is referred to as industrial relations mediation, and it settles conflicts between trade unions in a single firm through agreements brokered by one or more impartial mediators. Thus, this result suggests that mediation institutions have the ability to resolve all types of conflicts arising in industrial relations.

If an agreement is made in the mediation institution to resolve the business conflict, a joint agreement is drawn up with the signatures of the parties and the mediator's witnesses. This collective agreement has been signed up with the district court's industrial relations court, which is within the authority of the parties to the collective agreement. Should one side fail to do so execute the collective agreement, the aggrieved party may seek execution from the district court's industrial relations division in the jurisdiction where the collective bargaining agreement is lodged. Under what conditions when the execution applicant does not live within the Industrial Relations Court's authority. At the district court where it is registered, the collective agreement is registered. The applicant for execution may then file a petition for execution with the district court's industrial relations court located in the applicant's home territory. Execution will be sent to Industrial relations court approved by the district court.

The district court established the industrial relations court as a special court with the authority to look into labour issues, assess and resolve labor-related conflicts. As a result, any industrial relations dispute the industrial relations court has the authority to determine.

The court of industrial relations is established under Article 56 of Law Number 2 of 2004, tasked with examining and deciding (a) Rights conflicts in the first instance, (b) Interest

[27] Yolanda Pracelia and Andari Yurikosari, "ANALISIS PUTUSAN SELA TERHADAP PERMOHONAN PEMBAYARAN UPAH PROSES DALAM PENGADILAN HUBUNGAN INDUSTRIAL (STUDI PUTUSAN: PUTUSAN PENGADILAN HUBUNGAN INDUSTRIAL NOMOR: 181/PDT.SUS-PHI/2016/PN.BDG Jo PUTUSAN PENGADILAN HUBUNGAN INDUSTRIAL NOMOR: 82/PDT.SUS-PHI," *Jurnal Hukum Adigama* 2, no. 1 (2019): 124, https://doi.org/10.24912/adigama.v2i1.5184.

conflicts in the first and last instance, (c) Employment termination conflicts in the first and last occurrence, (d) Trade union conflicts in the first and last occurrence. There are cassation remedies for There are two categories of conflicts: rights disputes and termination issues. There is no legal remedy for two disputes, a dispute of interest and a labour conflict.

There is no recognised appellate body in the resolution of industrial relations problems. In this dispute only known cassation institutions. If the industrial relations court decides a rights dispute or a disagreement regarding employment termination, then the dissatisfied party to the decision can file a cassation with the high court. The ruling of the conflict of interest and disagreements between trade unions before an industrial relations court in one firm has permanent legal force.

4. CONCLUSION

Contract workers' rights and responsibilities are outlined in Labor Law No. 13 of 2003. Employees must abide by corporate policies, be open to changing employment, and observe working hours, even if employers are in charge of defending workers' rights and social security, including pay, welfare, occupational safety and health, and working hours. The protection must comply with both the Labor Law No. 13 of 2003 and the collective bargaining agreement. Workers have the right to services and treatment in order to make up for lost or diminished income due to events or situations that they have encountered, such as work-related injuries, old age, or death. Workers are insured against work-related accidents, illness, death, and old age. Any disagreement between an employer and employee must be resolved in accordance with the terms of the collective bargaining agreement. If disagreements do not produce good outcomes, they should be aired and settled with the employer first. In order to resolve conflicts at the base, unit, and corporate levels, bipartite cooperation structures are employed. The industrial relations court will decide the case if this strategy has not produced sufficient results.

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