

Optimizing Legal Protection for Uneducated and Unskilled Labor in Work Relationship: Indonesian Labor Law Perspective

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Abstract. This study aims to investigate and analyze the legal protection for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law. This research is normative legal research, and the qualitative method is used to produce descriptive data. The findings of this study conclude that the practice of labor relations for uneducated and unskilled workers is generally carried out in time work agreements and set minimum wages. A minimum wage is a form of protection from the government based on the need for a decent living and taking into account the variables of economic growth or inflation. The government must supervise the implementation of legal provisions in the labor sector in order to ensure the implementation of the normative rights of uneducated and untrained workers by opening up labor-intensive-based employment and increasing their competence through training and education programs. This study is expected to be used as a reference for the government, legislators, and other stakeholders to optimize legal protection for uneducated and unskilled workers in employment relations in Indonesia from the perspective of Indonesian labor law as mandated by the constitution, the 1945 Constitution of the Republic of Indonesia (*Undang-Undang Dasar* or UUD 1945).

Key Words: Legal Protection, Uneducated and Unskilled Manpower, Employment Relations, Labor Law, UUD 1945, Indonesia

Introduction

Legal protection for workers is an absolute and important issue in the context of the perspective of labor law in Indonesia. Juridically this is guaranteed by the constitution based on constitutional provisions, especially related to wages to meet a decent living for workers, both educated workers, skilled workers, and uneducated and unskilled workers. The 1945 Constitution of the Republic of Indonesia (*Undang-Undang Dasar Negara Republik Indonesia Tahun 1945* or UUD 1945) Article 27 paragraph (2) states that every Indonesian citizen (*Warga Negara Indonesia* or WNI) has the right to work and a decent living for humanity. Wages play a very important role and are a characteristic of an employment relationship, it is even said that wages are the main goal of a worker who does work for another person or legal entity (Suhartoyo, 2019).

Labor as human capital in the context of achieving business goals is to have a linkage or complementarity between physical and technological capital and the accumulation of human capital. This view is in line with Kesti (2013) which states that the production function can be used in economic calculations to analyze the relationship between organizational resources (inputs) and outputs as a result of the use of resources, including labor as human capital, investments in the form of paid-up capital and unpaid up capital as physical and technological capital.

Labor is an element in the production process, and the workforce consists of all people who work for profit, either as employees, employers, or as entrepreneurs, and includes unemployed people who are looking for work (Brown & Brown, 2021). The number of the workforce in Indonesia in February 2021 reached 139.81 million people, an increase of 2.61 million people from August 2020, and as many as 78.14 million people (59.62 percent)

worked in informal activities, down 0.85 percentage points compared to the previous year (Suhariyanto, 2021).

From these statistical data, it can be seen that there are 59.62 percent working in informal activities in Indonesia. On the other hand, the development of the labor market in recent years has changed the demand for labor. An indication of the development of the labor market at this time is that many employers tend to look for workers who can adapt, with more transversal and relational competencies, the nature of the skills needed to be considered efficient at work has developed in this way (Albarracín, 2005). The implication of this situation for uneducated and unskilled workers is that they are more at risk of becoming unemployed because their profile does not match the required job characteristics so that they tend to be threatened due to technical changes that lead to skills bias and globalization of world production activities (Katz and Autor, 1999 in Heckman & Jacobs, 2009).

Most of the uneducated and unskilled workers are informal workers and informal wages so that they tend to be excluded from legal and social protection, as well as from collective bargaining agreements (Dimova & Nordman, 2014). The position of the uneducated and unskilled workforce becomes more vulnerable in a more volatile labor market (Ljungqvist & Sargent, 1998 & 2002 in Heckman & Jacobs, 2009). Bertola (2003) in Heckman & Jacobs (2009) states that the position of uneducated and unskilled workers needs to be protected through labor market regulations or minimum wages so that the tendency to increase unemployment for uneducated and unskilled workers can be reduced.

Employment problems in Indonesia cover various aspects, both regarding unemployment, quality, wages, social security, problems with Indonesian workers (*Tenaga Kerja Indonesia* or TKI) abroad, and others (Setiawan, 2006). According to Wicaksono and the CNN Team (2021) that the problem of outsourced labor before the enactment of Law on Job Creation Number 11 of 2020 (*Undang-Undang tentang Cipta Kerja Nomor 11 tahun 2020* or UUCK No. 11/2020), often getting wages below regional minimum standards and not getting adequate health facilities, and termination of employment (*Pemutusan Hubungan Kerja* or PHK).

Based on the various descriptions above and referring to the constitution that in fact, uneducated and unskilled workers are citizens who must receive the attention of the government and regulators in Indonesia, especially in the context of legal protection. Every worker has the right to earn a decent income for humanity, and to realize a decent income, the government stipulates protection with wages for workers through setting a minimum wage on the basis of a decent need, and the arrangement is determined on the basis of an agreement between employers and workers (Siswanto, 2003).

The application of criminal sanctions for entrepreneurs who violate the provisions stipulated in the labor law, paying below the minimum wage for workers in Indonesia tends to be minimal (Hamid & Hasbullah, 2021). According to Achmad (2012) in Hamid & Hasbullah (2021), one of the causes of weak enforcement of labor law and criminal law is the lack of responsiveness of the police in receiving reports and/or complaints from workers. So that the police often consider that workers' reports do not fall within the realm of criminal law, but are cases of civil disputes between workers and entrepreneurs (Achmad, 2012 in Hamid & Hasbullah, 2021).

Thus, the government and legislators are expected to be able to answer the various problems that have been described. This is the significance of this study because research on the issue of legal protection for uneducated and unskilled workers is still very limited by researchers. This research is entitled as follows: "*Optimizing Legal Protection for Uneducated and Unskilled Workers in Employment Relations from the Perspective of Indonesian Labor Law*", and the formulation of the problem of this research is as follows:

1. What are the forms of legal protection regarding wages, welfare, and social security for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law?
2. How is the application of legal protection regarding wages, welfare, and social security for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law?
3. What and how is the strategy to optimize legal protection on wages, welfare, and social security for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law?

This article continues with the following discussion and research results: first, to investigate and analyze forms of legal protection for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law based on the literature presented. Second, investigate and review the application of legal protection for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law. Third, investigate and analyze strategies to optimize legal protection for uneducated and unskilled workers in employment relations from the perspective of Indonesian labor law. Then, the last part of this article is to contain the conclusions from the research results.

Literature Review

Uneducated and Unskilled Labor

Technically, the workforce is to function as the backbone of the nation to help the country move on the path of development (Debasish, 2021). According to Di Bartolo (1999) in Ani and Reli (2018), labor as human capital consists of individual abilities that characterize them and remain the same in any social environment and can be exploited in the labor market in exchange for economic resources in the form of any. Practically, human capital consists of educational capital (skills acquired by individuals in the school process, but also outside it) and biological capital in the form of individual physical abilities, synthesized, most often through health conditions (Di Bartolo, 1999 in Ani & Reli, 2018).

The quality of the workforce depends on education and training, physical, and health (Brown & Brown, 2021). According to Welianto (2020), the definition of labor based on its quality is as follows;

- 1 Educated personnel are personnel who have expertise in a particular field. They have these skills by way of schools in formal education or non-formal education;
- 2 Skilled workers are workers who have expertise in certain fields and experience. An educated workforce requires repeated training. So as to be able to master the work; and
- 3 Uneducated and unskilled workers are unskilled workers who only rely on manpower, and there is almost no formal education and/or training and/or experience (Albarracín, 2004).

Based on the Active Population Survey (Encuesta de Población Activa, EPA) in Albarracín (2005) distinguishes unskilled work as described in Table 1 as follows.

Table 1. Least-Skilled Occupational Groups

Occupational Group	General Criteria	Training
1	Tasks performed according to clearly defined specific instructions, with a high degree of dependability, which primarily require physical effort or attention and which require no special training other	The experience gained in carrying out the work is equivalent to a basic secondary education qualification (<i>Graduado Escolar</i>) or school attendance certificate (<i>Certificado de</i>

	than that obtained during the adaptation period.	<i>Escolaridad</i>) or similar.
2	Duties consist of operations carried out following appropriate work methods, with a high level of supervision, which usually require basic professional knowledge and a short period of adaptation.	Qualifications or knowledge acquired in carrying out the work are equivalent to qualifications for primary secondary education or vocational training 1 (<i>Formación Profesional 1</i>).

Source: Albarracín (2005) (processed)

Table 1 above describes the classification used by the Active Population Survey (Encuesta de Población Activa, EPA) conducted by the National Statistics Institute (Instituto Nacional de Estadística, INE), and is usually used to distinguish unskilled occupations (puestos de trabajo no cualificados), including categories but without defining them in their own terms, and simply grouping everyone in jobs with apparently lower qualifications (Albarracín, 2005).

Then, the labor market in Indonesia can be classified into an educated labor market and an uneducated labor market. According to Simanjuntak (1998), the form of the labor market is different in several ways.

- 1 First, educated workers generally have higher work productivity than those who are not educated. The productivity of workers is basically reflected in the level of wages and income of workers, which is directly proportional to the level of education.
- 2 Second, in terms of time, the availability of an educated workforce must go through a process of education and training. Therefore, the elasticity of the availability of educated labor is usually smaller than the elasticity of supply or supply of uneducated labor.
- 3 Third, in the process of filling vacancies, employers need more time to select educated workers with more transverse and relational competencies (Albarracín, 2004) than uneducated workers.

Work Relationship

The employment relationship referred to in the labor law is the relationship between the entrepreneur and the worker, while the entrepreneur referred to in the law is the person who runs the company (Hamid, 2019). At this time, the issue of labor regulations raises questions about the relationship between economic analysis and the national legal environment. Article 1 Government Regulation (*Peraturan Pemerintah* or PP) Number 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment (PP No. 35/2021). In PP No.35/2021 what is meant by an employment relationship is a relationship between an entrepreneur and a worker/laborer based on a work agreement, which has elements of work, wages, and orders. Therefore, wages have a very important meaning for workers/laborers, entrepreneurs, the government, and society in general (Hamid, 2020).

Wage is the right of the worker/laborer that is received and expressed in the form of money as a reward from the entrepreneur or employer to the worker/laborer which is determined and paid according to a work agreement, agreement, or statutory regulations, including allowances for workers/laborers and their families for a job and/or service that has been or will be performed (Article 1 paragraph 6 PP No.35/2021). The application of economic theory in the setting of labor relations is needed to provide a positive and normative analysis (Dau-Schmidt, Harris and Lobel 2009 in Baudry & Chassagnon, 2018). Then, from an econometric point of view, decent living is the ability to fulfill basic needs for food, shelter, and other human needs by buying products or services (Seubert et al., 2021). A

decent living in the context of an employment relationship can be interpreted as a provision regarding the amount of the minimum wage that must be paid by employers to workers (Hamid, 2020). Conventionally the minimum wage is the wage received by workers to support and support the financial aspects of their families and this is determined based on the prevailing econometric cost-benefit parameters (Yao et al., 2017).

Furthermore, positive legal rules in the analysis of employment relations (positive view) from the perspective of labor law where labor law is shaped by juridical culture, specific to certain national legal traditions, work that is formed in different national systems and which reflects variations in economic and legal conditions. Meanwhile, from a legal perspective, the employment relationship is based on a contract and a number of agreements between the parties, the employer and the worker with a mutual obligation to work and pay for the work, and can be made in writing, or an oral agreement between the two parties will remain a contract. legitimate (Morris et al., 2009).

Morris et al. (2009) state that an employment contract consists of any implied terms (e.g. beliefs and beliefs, customs and practices, statutory requirements) and written and oral terms (commonly known as express terms), along with parts of any collective agreement whose terms can be included in individual employment contracts. According to experts in Lower (2010), the company management agreement is an agreement from the relationship between capital, management, and labor (Tharanon, 2019). The company management agreement can be made through a realistic way of thinking about good and right corporate governance, the interests of the workforce so that they can be served properly and the workforce must earn a decent living (Vranken, 1994; Coulthard, 1997) to achieve the main goals and increase firm value (Mahajan, 2020).

According to Yao et al. (2017), the purpose of setting minimum wages is to meet the personal and family welfare of workers. In contrast to Reeves et al. (2017) which states that the minimum wage is not sufficient to guarantee a livelihood for workers and their families. The minimum wage is a provision regarding the amount of the minimum wage that must be paid by employers to workers for work carried out for a certain period of time (Hamid & Hasbullah, 2021). According to Hamid and Hasbullah (2021), the amount of the minimum wage is based on a collective agreement related to work requirements and working conditions and the amount is in accordance with the provincial minimum wage (*Upah Minimum Provinsi* or UMP) or district/city minimum wage (*Upah Minimum Kabupaten/Kota* or UMK) set by the governor as regulated in the applicable laws and regulations.

Indonesian Labor Law

Labor Law focuses on the relationship between management and employment in the private sector, particularly with regard to national labor/employment relations laws (Ray et al., 2021). In this case, Indonesian labor law is regulated by Law Number 13 of 2003 dated March 25, 2003, concerning Manpower Law (*Undang-Undang Nomor 13 Tahun 2003 tanggal 25 Maret 2003 tentang Ketenagakerjaan* or UUK No. 13/2013), as amended by Law Number 11 of 2020 dated November 2, 2020, concerning Job Creation Law (*Undang-Undang Nomor 11 Tahun 2020 tanggal 2 November 2020 tentang Cipta Kerja* or UUCK No.11/2020), Law Number 2 of 2004, dated January 14, 2004, concerning Settlement of Industrial Relations Disputes; and Law Number 21 of 2000, dated August 4, 2000, concerning Trade Unions.

In relation to the labor law, the Indonesian government has issued a government regulation (*Peraturan Pemerintah* or PP) to implement both UUK No.13/2003 and Law No.11/2020, namely:

- 1 Government Regulation Number 35 of 2021 (*Peraturan Pemerintah Nomor 35 Tahun 2021* or PP No.13/2003) dated February 2, 2021, concerning Fixed Time Work Contracts, Outsourcing, Work and Rest Time, and Termination of Employment.
- 2 Government Regulation No. 36 of 2021 (*Peraturan Pemerintah Nomor 36 Tahun 2021* or PP No.36/2021) dated February 2, 2021, regarding Salaries.

In addition to these laws and government regulations, employers and workers must also comply with company regulations (or work rules) or collective labor agreements (*Perjanjian Kerja Bersama* or PKB), if applicable, as well as strict provisions of employment agreements between employers and workers (Yusuf, 2021). According to Yusuf (2021), several important notes related to UUK No. 13/2013 are as follows:

- 1 Protected employee categories - categories of employees protected by the Manpower Act as amended, as well as its implementing regulations, do not provide protection from harassment for employees. However, company regulations or collective bargaining agreements usually contain provisions regarding harassment and applicable sanctions. In practice, employees who wish to take action against harassment experienced in the workplace can file a claim through civil tort law;
- 2 Enforcement agencies - The main government agency for manpower affairs in Indonesia is the Ministry of Manpower. The ministry is supported by regional manpower offices scattered throughout Indonesia to assist in administrative matters, including in disputes where an official from the service office can act as a mediator.

Materials and Methods

The object of this research is labor law in Indonesia in the form of primary legal materials and secondary legal materials related to legal protection for uneducated and unskilled workers in industrial relations. Primary legal materials are legal materials that are authoritatively consisting of statutory regulations, official records, or minutes in making laws and regulations (Soekanto, 1984). For example, the 1945 Constitution, Law Number 13 of 2003 concerning Indonesian Manpower (UUK No. 13/2003), and Law Number 11 of 2020 concerning Job Creation (UUCK No. 11/2020): Employment Cluster. While secondary legal materials, legal materials that support and strengthen primary legal materials provide an explanation of the existing primary legal materials so that a deeper analysis and understanding can be carried out (Soekanto & Mamudi, 2009) in order to strengthen the analysis to produce a good legal analysis. For example: (1). Explanation of the laws and regulations used as primary legal materials, (2). Reading literature books, (3). Research results, (4). Competent expert opinion and others.

Data collection techniques were carried out by means of documentation studies and literature searches, and data analysis techniques using qualitative analysis to produce descriptive data (Djajasudarma, 2006) in the form of written words (Bogdan & Taylor, 1975 in Moleong, 1989). Then, the research methodology used is normative legal research, legal research as a process to find rules, principles, and legal doctrines in order to answer the legal issues faced (Marzuki, 2008). This is done by examining secondary data, legal materials that provide an explanation of primary legal materials such as research results and others that are authoritative (Ashshofa, 2004) in the legal system (Soekanto & Mamudji, 2009). Furthermore, the data analysis technique in this study uses the following model: (1) The legal materials are traced through literature studies and internet searches, then examined using jurisprudence theory and constitutionalism theory, and (2) Synchronized main ideas. The problem is in the form of legal concepts, principles, or principles that are considered relevant to seek answers according to the subject (Diantha, 2017).

Results and Discussion

Forms of Legal Protection for Uneducated and Unskilled Workers in Employment Relations

UUCK No.11/2020 is the latest and currently applicable labor law in Indonesia. This law has revised various provisions in the cross-sectoral law, including UUK No. 13/2003, Law Number 40 of 2004 concerning the National Social Security System (*Undang-Undang Nomor 40 Tahun 2004 tentang Sistem Jaminan Sosial Nasional* or UU BPJS No. 40 /2004), Law No. 24 of 2011 concerning the Social Security Administering Body/BPJS (*Undang-Undang Nomor 24 Tahun 2011 tentang Badan Penyelenggara Jaminan Sosial* or UU BPJS No.24/2011), and the Law on the Protection of Indonesian Migrant Workers No. 18 of 2017 (*Undang-Undang tentang Perlindungan Tenaga Kerja Indonesia* or UU Buruh Migran No. 18/ 2017). However, the Minister of Manpower of the Republic of Indonesia, Ida Fauziyah in Kencana (2020) stated that UUCK No.11/2020 does not change the core policies on manpower as stated in UUCK No. 13/2003, and the provisions in UUK No. 13/2003 as long as it is not deleted, as long as it is not regulated in UUCK No.11/2020, then the provisions remain valid. This means that the provisions in UUCK No. 13/2003 that are not listed in UUCK No. 11/2020 are still considered valid as stipulated in UUCK No. 11/2020 article 81 (Hamid, 2021).

UUK No. 13/2003 Chapter 1 Article 1 Number 1 states that employment is all matters relating to labor during the time before, during, and after the work period. This, in accordance with Article 1 point 2 UUK No. 13/2003 what is meant by manpower is everyone who is able to do work to produce goods and/or services both to meet their own needs and for the community. In accordance with Article 1 point 5 of Law no. 13 of 2003, what is meant by the entrepreneur is an individual, partnership, or legal entity that runs a company owned by himself; or an individual, partnership, or legal entity that independently operates a company that is not his own, or an individual, partnership, or legal entity residing in Indonesia representing a company domiciled outside the territory of Indonesia. Labor is an important factor not only in production but in all other economic activities, and classical economists such as Ricardo and Karl Marx gave the main place for labor as the main source of production (Debasish, 2021).

From an economic perspective, labor is actually a human factor in producing goods and services in line with rapid economic growth due to an increase in demand for goods and services. This has become a stimulator to create new job opportunities for workers so that normative protection of workers' rights is very important as regulated both in the constitution and in the form of legislation (Hamid, 2019). Khoe (2013) states that work relations are also called labor relations or industrial relations, and there are several terms regarding this employment relationship: (1). Labor Relations, (2). Labor-Management Relations, and (3). Industrial Relations. According to Article 1 point 15 UUK No. 13/2003, the definition of an employment relationship is a relationship between an entrepreneur and a worker/laborer based on a work agreement, which has elements of work, wages, and orders.

According to Husni (2012), the employment relationship is a relationship between the worker and the employer after an agreement exists in which the worker/worker binds himself to the employer to work for a wage and the employer declares his ability to employ the worker by paying wages. Regarding work agreements, article 51 of the UUK No.13/2003 stipulates as follows: (1). Work agreements are made in writing or verbally, and (2). Work agreements that are required in writing are carried out in accordance with applicable laws and regulations. While the definition of industrial relations is a system of relations formed between actors in the process of producing goods and/or services consisting of elements of

entrepreneurs, workers/laborers, and the government based on the values of Pancasila and the 1945 Constitution (Article 1 point 16 UUK No. 13/2003).

According to Djumialdji (2006), the types of work agreements are as follows: (1) work agreements for a certain time, and (2) work agreements for an indefinite period of time. A work agreement for a certain time is determined by the length of work time, while a work agreement based on the completion of certain work is also called a piece agreement which is determined by the completion of the work. In the context of the practice of working relations for uneducated and unskilled workers, it is generally carried out in a work agreement for a certain time and is based on a period of time, or the completion of a certain job as regulated in Article 56 of the UUK no. 1/2003. According to Asikin (2004), the types of work agreements are divided into two, namely work agreements for a certain time (PKWT) and work agreements for an indefinite period of time (*Perjanjian Kerja untuk Waktu Tidak Tertentu* or PKWTT). Employees with PKWT are called employees/contract workers, and employees with PKWTT are known as employees/contract workers. permanent/permanent workers (Asikin, 2004).

Workers for a certain time (PKWT) are commonly referred to as non-permanent workers because they are limited to the period or duration of their work, while PKWTT are called permanent workers (Asikin, 2004). Then, the aspect of protection for workers includes two basic things, namely protection from the power of employers and protection from government actions (Hadjon, 1983). Everyone has the right to self-protection, family, honor, dignity, and property under his control, and has the right to a sense of security and protection from the threat of fear to do or not do something which is a human right (Hamid, 2020). Legal protection from the power of the entrepreneur/employer is implemented if the laws and regulations in the field of labor that require or force the employer to act as in the legislation are actually implemented by all parties because the validity of the law cannot be measured juridically alone, but is measured sociologically and philosophy (Asikin, et al., 2008; Sugiman, 2000).

Juridically the form of legal protection for workers is regulated in Article 5 and Article 6 of UUK No.13/2003. Article 5 UUK No.13/2003 states that every worker has the same opportunity without discrimination to get a job. Meanwhile, Article 6 of the UUK No. 3/2003 states that every worker/ laborer has the right to receive equal treatment without discrimination from employers. Article 5 and Article 6 of UUK No. 13/2003 can be interpreted as a form of legal protection for workers in general and for uneducated and unskilled workers in particular. In this context, the forms of protection for workers/laborers according to UUK No.13/2003 include the following:

- 1 Protection on wages, welfare, social security for workers;
- 2 Protection of occupational safety and health;
- 3 Legal protection to form and become a member of a union; Workers/ labor unions; and
- 4 Protection of the basic rights of workers/laborers to negotiate; with entrepreneurs.

According to Soepomo in Khakim (2003), labor protection consists of 3 (three) forms as follows: (1) Economic protection, protection of workers in the form of sufficient income, including if the workforce is unable to work against their will; (2) Social protection, protection of workers in the form of occupational health insurance, freedom of association, and protection of the right to organize; and (3) Technical protection, labor protection in the form of work security and safety.

Based on the various descriptions above, it can be interpreted that the form of legal protection for uneducated and unskilled workers in employment relations in the perspective of labor law in Indonesia is a work agreement that must be made in writing. This is regulated as in Article 1 point 14 UUK No.13/2003 defines that a work agreement is an agreement between a worker/laborer and an entrepreneur or employer that contains the terms of work,

rights, and obligations of the parties. According to Article 54 of UUK No.13/2003 number 1 that a written work agreement must at least contain: (a). name, address of the company, and type of business; (b). name, gender, age, and address of the worker/laborer; (c) position or type of work; (d). place of work; (e). the number of wages and the method of payment; (f). working conditions that contain the rights and obligations of employers and workers/laborers; (g). the start and period of validity of the work agreement; (h). the place and date the work agreement was made; and (i). the signatures of the parties in the employment agreement.

According to Article 1601a of the Civil Code (*Kitab Undang-Undang Hukum Perdata* or KUHPerdata), a work agreement is an agreement in which one party, the worker, binds himself to under the orders of another party, the employer for a certain period of time, to do work by receiving wages. Furthermore, Article 1602 of the Civil Code (KUHPerdata) explains that employers are required to pay workers their wages at a predetermined time, and Article 1603 of the Civil Code (KUHPerdata) explains that workers are required to do the promised work according to their best abilities.

Thus, the work agreement must not conflict with the applicable laws and regulations (Article 54 point 2 UUK No. 13/2003), and is ratified by an appointed official, and the employer is obliged to notify and explain the company regulations to the workforce.

Application of Legal Protection for Uneducated and Unskilled Workers in Employment Relations

From the juridical aspect, actually, Article 5 UUK No. 13/2003 provides legal protection for workers who include people who have not worked, namely people who are not bound in an employment relationship, and people who are currently bound in an employment relationship (labor), bound in an employment relationship are also entitled to a better job or preferred by the worker/labor (Maruf et al., 2020). Meanwhile, Article 6 of UUK No. 13/2003 only provides legal protection for workers/laborers (people who are in an employment relationship). This legal protection is given to the parties in order to enjoy the rights granted by law, in Article 6 UUK No. 13/2003 number 2 (Raharjo, 2000).

Article 81 number 15 UUCK No.11/2020 which changes the provisions of Article 59 UUK No.13/2003 into a work agreement for a certain time (PKWT), can only be made for certain jobs which according to the type and nature of activities of the work will be completed within a certain time, which are as follows:

- 1 Job that is once completed or temporary in nature;
- 2 Jobs that are estimated to be completed in a not too long time;
- 3 Seasonal work;
- 4 Work-related to new products, new activities, or additional products that are still under trial or exploration; or
- 5 Jobs whose type and nature of activities are not permanent.

Uneducated and unskilled workers in industrial relations from the perspective of labor law in Indonesia fall into the category of Specific Time Work Agreements (PKWT). According to the Head of Sub-Directorate for Settlement of Industrial Relations Disputes of the Ministry of Manpower of the Republic of Indonesia, Reytman Aruan in Thea DA (2021), UUCK No. 11/2020 regulates 3 (three) types of PKWT (Work Agreement for a Certain Time) as follows: PKWT based on a period of time, PKWT based on completion of a certain job, and PKWT based on certain other jobs whose types and nature or activities are not fixed.

Furthermore, PKWT as regulated in UUCK No. 11/2020 is a work agreement between workers/laborers and employers to hold a working relationship for a certain time or for certain jobs and cannot be held for permanent work (Sinaga, 2021). Therefore, the application of legal protection for uneducated and unskilled workers in employment relations from the perspective of labor law in Indonesia can be described in Table 2 as follows.

Table 2. Application of Legal Protection for Uneducated and Unskilled Workers in Indonesian Labor Law

No	Specific Time Work Agreement (<i>Perjanjian Kerja Waktu Tertentu</i> or PKWT)	Description
1	PKWT is based on time period	<p>1. PKWT is a job whose completion time is not too long; seasonal; new products, new activities, or additional products that are still under trial or exploration. If the PKWT is about to expire, but the work has not been completed, it can be extended with the overall terms.</p> <p>2. PKWT cannot be more than 5 years. The maximum period of this PKWT is 5 years including its extension. PKWT based on the time period can be implemented for seasonal work. For example, salt factories that use the traditional method usually produce during the sunny or dry season, garment companies when they get a lot of orders.</p> <p>3. Workers who work on additional orders or certain targets can be hired through PKWT based on the time period.</p>
2	PKWT is based on the completion of a particular job	<p>1. This PKWT is for work that is once completed or temporary in nature. The clauses set forth in this PKWT include the scope and limitations of a job being declared completed and the length of time for completion of the work is adjusted to the completion of a job. If the work can be completed faster than the agreed time, the PKWT is terminated by law upon completion of the work. If the work has not been completed according to the time period agreed in the PKWT, an extension can be made until the work is completed. PKWT is based on a period of time; completion of certain work; and certain other jobs whose type and nature or activities are not permanent. Employers are required to provide compensation after the PKWT ends with some exceptions.</p> <p>2. The provision of compensation for PKWT employees is regulated in Article 81 number 17 UUCK No.11/2020, UUCK which inserts Article 61 A between Article 61 and Article 62 of UUK No.13/2003. The contents of the rules of Article 61A of UUK No.13/2003 : <i>"In the event that the work agreement for a certain time ends as referred to in Article 61 paragraph (1) letter b and letter c, the entrepreneur is obliged to provide compensation money to the worker/laborer"</i>. Meanwhile, Article 61 paragraph (2): <i>"Compensation money as referred to in paragraph (1) is given to workers/ laborers in accordance with the period of service of workers/ laborers in the company concerned"</i>. Then, Article 61 of UUK No.13/2003 paragraph (3) contains further provisions regarding compensation money regulated in Government Regulation (PP) Number 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Employment. In the PP, the termination of PKWT can be categorized into two groups: (1). PKWT that expires according to the time period, and (2). The PKWT is terminated by one of the parties before the expiry of the term. For PKWT that expires in accordance with the time period, prior to UUCK No.11/2020, there is no obligation from the company to provide compensation.</p> <p>3. This provision was amended in UUCK No.11/2020, as regulated in Article 15 and Article 16 of PP 35/2021 as follows:</p> <ol style="list-style-type: none"> Article 15 (1) PP 35/2021, <i>"Employers are obliged to provide compensation money to Workers/Labourers whose working relationship is based on PKWT"</i>. Article 15 (2), <i>"The payment of compensation is carried out at the end of the PKWT"</i>. Article 15 (3), <i>"Compensation money as referred to in paragraph (1) is given to Workers/Labourers who have worked"</i>

		<p><i>continuously for at least 1 (one) month".</i></p> <p>d. Article 15 (4), "<i>If the PKWT is extended, the compensation money is given at the end of the PKWT period before the extension and for the extension of the PKWT, the next compensation money is given after the extension of the PKWT period ends or is finished".</i></p> <p>e. Article 15 (5), "<i>The provision of compensation money does not apply to foreign workers employed by the employer in an Employment Relationship based on a PKWT". -The method of calculating compensation is regulated in Article 16 of PP 35/2021.</i></p> <p>f. Article 16 (1), "<i>The amount of compensation is given in accordance with the following provisions: (a). PKWT for 12 (twelve) months continuously, given for 1 (one) month Wage; (b). PKWT for 1 (one) month or more but less than 12 (twelve) months, calculated proportionally with the calculation: years of service (in months) / 12 x 1 (one) month Wages; (c). PKWT for more than 12 (twelve) months, is calculated proportionally with the calculation: working period (in months) / 12 x 1 (one) month Wage".</i></p> <p>g. Article 16 (2), "<i>Wages, as referred to in paragraph (1) which are used as the basis for calculating compensation payments, consist of basic Wages and fixed allowances".</i></p> <p>h. Article 16 (3), "<i>In the event that the Wage in the Company does not use the components of the basic Wage and fixed allowances, the basis for calculating the payment of compensation is Wage without allowances". is not fixed, the basis for calculating the compensation money is the basic wage".</i></p> <p>i. Article 16 (5), "<i>In the event that the PKWT is based on the completion of a job faster than the length of time agreed in the PKWT, the compensation money is calculated until the completion of the work".</i></p> <p>j. Article 16 (6), "<i>The amount of compensation for Workers/Labourers in micro and small businesses is given based on an agreement between Employers and Workers/Laborers".</i></p> <p>4. This compensation comes into effect for PKWT whose calculation starts on November 2, 2020 (the date of promulgation of UUCK No11/2020). This is regulated in Article 64 of the Closing Provisions of PP 35/2012, which contains: At the time this Government Regulation comes into force: a. compensation money for PKWT whose period has not yet expired is given in accordance with the provisions in this Government Regulation; and b. the amount of compensation as referred to in letter a is calculated based on the period of service of the Worker/Labourer, the calculation starting from the date of the promulgation of Law Number 11 Year 2020 concerning Job Creation.</p>
3	<p>PKWT is based on certain other jobs whose type and nature of activities are not fixed</p>	<p>1. This PKWT is for certain jobs that vary in terms of time and volume of work as well as payment of wages based on attendance or often called daily.</p> <p>2. The provisions of the daily work agreement, workers work less than 21 days in 1 month. If this daily worker works 21 days or more for 3 consecutive months or more, then the daily work agreement by law turns into an indefinite time work agreement (PKWTT).</p> <p>3. Daily work agreements can be made collectively or by more than 1 worker. The collective work agreement shall at least contain the name/address of the company or employer; name/address of worker/labor; the type of work performed; and the number of wages.</p>

Source: From various sources (processed)

Referring to the application of legal protection in Table 2, it can be interpreted that uneducated and unskilled workers are workers/ laborers/ contract employees in an employment relationship from the perspective of labor law in Indonesia, included in the PKWT category. This is regulated in Law No. 11 of 2020 concerning Job Creation, and further provisions regarding compensation money regulated in Government Regulation (PP) No. 35 of 2021 concerning Work Agreements for Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Relationships Work.

The minimum wage is a form of protection from the government based on the need for a decent living and taking into account the variable of economic growth or inflation (UUCK Article 88 C paragraphs 1 and 2, & Article 88 D). The preparation of the wage structure by employers is based on the ability and productivity of the company (Article 92 UUCK No.11/2020). The minimum wage is the lowest monthly wage to meet the living needs of workers/laborers and their families in a proper/reasonable manner which includes food and drink, clothing, housing, education, health, recreation, and Old Age Security (*Jaminan Hari Tua* or JHT).

Based on the various descriptions above, it can be interpreted that the application of legal protection for uneducated and unskilled workers in employment relations in the perspective of labor law in Indonesia, government intervention in this context aims to realize fair labor law in Indonesia. Labor laws and regulations are expected to be able to provide rights for workers/laborers in general and uneducated and unskilled workers in particular and view them as whole human beings. Therefore, workers/laborers must be protected both in terms of decent wages, work safety, health, and others. On the other hand, the government in its various policies is expected to be able to pay attention to the interests of entrepreneurs/employers in order to continue the continuity of the company's growth.

Optimization Strategy for Legal Protection for Uneducated and Unskilled Workers in Employment Relations

Manpower laws play an important and vital role and become a strategic issue in the corporate and industrial sectors with the aim that the treatment of workers in the work environment, regarding their rights and obligations, can be implemented and protected properly according to the rules. The manpower law should be able to ensure that the employer can appreciate the existence of the worker/employee by providing compensation/compensation in accordance with the applicable labor laws and regulations. Then, the quality of work is a major issue, and compliance with existing labor regulations is very low. Uneducated and unskilled workers in employment relationships generally use short-term contractual arrangements or are in the informal sector.

Legal protection in the form of a social protection system and social security for uneducated and unskilled workers needs to be encouraged and optimized to support their productivity and help solve various problems they face. For example, the risk of unemployment for uneducated and unskilled workers due to their low profile not in accordance with the characteristics of the job required so that they tend to be threatened due to technical changes that give rise to skills bias and globalization of world production activities, poverty, and inequality.

Integrated solutions are needed for uneducated and unskilled workers through education and training aspects to promote labor-intensive employment so that they get decent jobs and income as mandated by the constitution. The economic sector that is expected to support the creation of a wide and large number of job opportunities for uneducated and unskilled workers. According to Allen (2016), job growth in infrastructure and construction has proven to be able to increase the elasticity of employment because this sector is able to

absorb uneducated and unskilled workers so as to encourage economic growth in Indonesia at this time.

The Minister of Public Works and Public Housing (PUPR) of the Republic of Indonesia, Basuki Hadimuljono (<https://www.pu.go.id/>, 19/8/2021) stated: (1). Cash-intensive Program (PKT) for 2021, the PKT budget is IDR 21.2 Trillion; (2) The PKT program has absorbed 988,054 workers, while regular construction packages carried out with a labor-intensive pattern of Rp. 2 trillion which absorbs 244,639 workers; and (3). Around 90% of those working in this sector work as construction workers, many of whom are contract workers, have a junior high school education or less and receive relatively low wages. Thus, the Cash-Intensive Program (PKT) could leverage a higher elasticity of demand for low-skilled labor, rather than structural changes that include technological improvements and increased demand for more-skilled workers.

In the context of legal protection for workers, basically, it has been regulated in the constitution, the 1945 Constitution of the Republic of Indonesia (UUD, 1945). According to Article 27 of the 1945 Constitution that every citizen has the right to work and a decent living for humanity, and Article 31 of the 1945 Constitution that the state guarantees the right of every citizen to obtain an education. In general, a decent living for workers is in line with the demands of the welfare state so that it gives birth to labor laws, such as minimum wages (Blanchet, 1983; Berman, 1983), worker protection, social security, and others (Feis, 1997).

Based on the various descriptions above, the strategy for optimizing legal protection for uneducated and unskilled workers in employment relations in the perspective of labor law in Indonesia is as follows: first, the government consistently and sustainably carries out aspects of supervision of the implementation of legal provisions in the field of labor/labor in Indonesia. This aims to ensure the implementation of the normative rights of uneducated and untrained workers by opening the widest possible employment opportunities and increasing their competence through training and education programs based on human capital management and the use of information and communication technology. This strategy will have implications for business stability and national economic growth.

Second, the aspect of supervision related to legal protection for uneducated and unskilled workers is expected to be able to educate employers and workers to always obey the provisions of the prevailing laws and regulations in the field of labor law in Indonesia. This will have an impact on efforts to minimize the incidence of work disputes that often occur because employers tend not to provide legal protection to workers in accordance with applicable regulations. Third, the state must be present, meaning that the government must be able to position itself as a wise regulator through the establishment and implementation of labor laws. Labor law will be effectively applied because labor legislation is a legal politics regarding labor/manpower in Indonesia.

Thus, labor law becomes the main means for carrying out government policies in the labor sector in Indonesia as stated in Article 27 and Article 28D of the 1945 Constitution of the Republic of Indonesia. Therefore, the essence of the two articles is to become a reference for the government in the context of implementing legal politics in Indonesia. in order to optimize legal protection for uneducated and unskilled workers in employment relations from the perspective of labor law in Indonesia. In the end, it is hoped that this will protect everyone's right to work and protect everyone in their work.

Conclusion

Optimization of legal protection for uneducated and unskilled workers in employment relations from the perspective of labor law in Indonesia must be carried out consistently and continuously by the government through a supervisory function. It aims to provide legal protection for uneducated and unskilled workers who are contract workers in order to provide

legal certainty, justice, and benefits for workers. This aims to reduce non-compliance by employers as employers in the context of the legal rules contained in the labor law which contain very clear instructions or guidelines, both for employers and workers. However, in its implementation, it is still far from the government's efforts in providing legal protection for uneducated and unskilled workers as contract workers through the making of laws and regulations that have been quite good as reflected in UUCK No. 11/2020, and the government's efforts to provide employment opportunities in the infrastructure and construction sectors which are proven to increase employment elasticity. in Indonesia. On the other hand, the government's efforts to provide legal protection for uneducated and unskilled workers as contract workers tend to be minimal. This is a sign that the government's supervisory function is weak against entrepreneurs who commit violations related to labor law provisions in force in Indonesia which are based on civil law.

Therefore, the application of *ius punaenandi*, the right of the state or state equipment to impose or threaten criminal acts in the form of criminal sanctions for entrepreneurs who violate the provisions of labor law is one of the alternatives that can be applied. The application of *ius punaenandi* is a means of social control in order to strengthen laws, regulations, or other forms so that they can be obeyed in relation to labor law and criminal law in the legal system in Indonesia. Thus, the government and the legislature need to make improvements to articles whose sanctions become more severe so that employers have the commitment, willingness, and wisdom to better protect the interests of workers in relation to legal rules relating to a Specific Time Work Agreement (PKWT). Then, the government is expected to be able to intensify human capital development, increase the competence and productivity of uneducated and unskilled workers through education and skills programs by involving a number of entrepreneur associations to plan and develop ready-to-work Human Resources (HR) according to the industrial revolution 4.0.

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