

Review: *Specific Time Work Agreement Based on Legal Awareness to Realize Harmonious Working Relationships*

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Specific Time Work Agreement Based on Legal Awareness to Realize Harmonious Working Relationships

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ABSTRACT

Ineffectiveness of controlling specific time work agreements stated non the Republic of Indonesia's laws and regulations. One of the reasons for some of the current restrictions is that they are incompatible with the demands of the labor market. Several paragraphs connected to specific time work agreements have been eliminated from the Job Creation Law, but difficulties with this work agreement persist at the implementation level. Both are concerned with recognizing workers' rights and the authorized labor goals for employees of a certain rank at a certain period. This research uses normative juridical methods using a legal approach and a conceptual approach. The parties must be aware of the legal provisions specified in the collective labor agreement and the employment agreement. The pouring was meant to concretize the measure of legal consciousness. Because everything in the cooperative labor agreement and the employment agreement is the product of the two parties' agreement. If there are future hurdles to fulfilling rights that are not the result of intentionality, the contract has also been controlled for its resolution using local knowledge, namely debate and consensus amongst the parties. This is a solution for creating harmonious industrial relations if the provisions of the laws and regulations about fulfilling the parties' rights cannot operate optimally, not due to the parties' or one of the parties' intentionality. Legal awareness in implementing a specified time employment agreement becomes the most critical answer to creating the rule of law to develop a cordial working relationship.

Keywords: Specific Time Work Agreement; Legal Awareness; Industrial Relations

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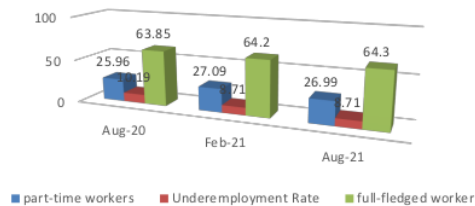
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INTRODUCTION

The Covid-19 pandemic for almost two years has caused problems for industrial relations in Indonesia (Ngadi et al., 2020). Many sectors experience economic and non-economic losses due to various regulations to prevent the spread of covid-19 (Abidin, 2021). So, it significantly impacts the operation of a company's industry (Martanti et al., 2020). Several sectors can potentially lose and become winners in the short term due to Covid-19. For example, health services, food processing and trade, e-commerce, and information and communication technology are winners, while tourism, transportation, and construction are potentially losing sectors (Cox, 2020). In 2021, the International Labor Organization (ILO) projects that the number of global working hours worked this year will decline to 4.3% below pre-pandemic levels. This equates to losing 125 million full-time jobs (ILO, 2021). Seeing the decline in global working hours, working hours in Indonesia are also very influential due to the Covid-19 pandemic (Figure 1).

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Figure 1 Percentage of Indonesian Population by Working Hours 2020-2021



Total working hours (minimum of 35 hours per week) in August 2021 amounted to 64.30%, while 35.70% were non-full workers (working less than 35 hours per week). Non-full workers, in this case, are grouped into two categories: underemployment and part-time workers whose working hours are 8.71% and 26.99%, respectively. Compared to the percentage of the population working by working hours in August 2020 and February 2021, non-full-time workers only decreased by 0.45% and 0.10%, respectively.

The birth of the Job Creation Law has changed the necessary provisions on specific time work agreements. It has issued derivative rules, namely Government Regulation No. 35 of 2021, concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment. Changes in the arrangement of work agreements currently do not necessarily be a solution to various problems. For example, there are cases of Termination of Employment, and the worst occurred during the pandemic (Wicaksana et al., 2021). During the pandemic, job cuts for workers with a specific work agreement status are terrible news (Romlah, 2020).

The ineffectiveness of the arrangement of a Specific Time Work Agreement determined in the laws and regulations of the Republic of Indonesia is caused because some existing provisions are considered not to follow the needs of the job market. The regulation has weaknesses, namely not containing sanctions. Some articles related to specific time work agreements have been removed from the Job Creation Law. However, problems still arise in this work agreement at the implementation level. Both are related to fulfilling workers' rights, and the work object allows workers with certain status at a specific time.

Government Regulation Number 35 of 2021 is a new challenge in the business world. Some of the problems that arise include the policy of wages and the resolution of termination problems, the consequences of which are subject to Government Regulation Number 35 of 2021 (Tumip & Mardijono, 2022). With this regulation, there have also been many problems and challenges in the business world, which have only begun to increase during the Covid-19 pandemic. Increasing the maximum term to five years is considered a reward for workers because the longer they are, the more uncertain their status to become permanent workers in a company. Although Government Regulation Number 35 of 2021 also requires compensation money for workers who experience termination for reasons justified by laws and regulations. They are compensating for brutal job cuts for some business actors currently experiencing a slump due to the Covid-19 pandemic (Budiwati et al., 2022).

In Government Regulation Number 35 of 2021, in addition to the issuance of a working period that changes to a maximum of 5 years, other problems are also affected, namely outsourcing problems that must be related to a specific time work agreement. Legal problems in outsourcing arise because Government Regulation 35 of 2021 does not contain sanctions. As mentioned earlier in the Job Creation Law, a legal order was born without being equipped with sanctions for violators. The correct law, both in order and prohibition, must contain sanctions. According to Hamid (2021), The Job Creation Law ignores workers' rights. This Law was formed and passed as a labor arrangement still considered to override the interests of the people who adhere to democratic principles. This is due to the lack of optimal community involvement in preparing the Law, which has implications for workers. For example, workers do not have bargaining power in labor law in Indonesia (Hamid, 2021).

Therefore, the novelty of this study is more meaningful in good faith for both parties to be subject to the contract or employment agreement made. What is meant by law is not always a law in legislation. The difference is if the legislation is generally accepted. At the same time, the agreement applies to the principle of *pacta sunt servanda*, which means that it becomes law only for the parties who make it. Previously, research in 2021 was based on a Work Agreement on the Time After the Job Creation Law: Implementation and Problems in the research (Santosa, 2021) focused only on specific time employment agreements following the positive rule of law. From the

explanation above, the author examines how to realize harmonious industrial relations in a Specific Time Work Agreement using a legal awareness approach.

METHOD

In this study, the authors used normative juridical research methods. Normative juridical research principles, the rule of law regarding values (norms), concrete legal arrangements, and the legal system of the material studied.

The approach method used in this research is the Statute Approach, which is an approach to studying all laws and regulations relating to the issues discussed. This approach requires an understanding of hierarchies and principles in legislation; a Conceptual Approach is an approach through assessment or concepts from experts related to the discussion. It is done when the law does not exist, and a Comparative approach is an approach with legal comparisons, both sourced from other countries and from a specific time to a particular time (Marzuki, 2014).

While the chosen data collection technique is the study of documentation by recording any information related to the topic being selectively studied, prescriptive analysis means analyzing documents by participating in the correct argument or one of the points of view of events. The type of data source used is secondary data analyzed qualitatively, namely by reviewing and testing the quality of a legal norm/rule where the measure of justification is based on the norms of the law itself, the opinions of experts, doctrines, and legal theories studies analyzed based on legal theories or applicable laws and regulations.

ANALYSIS AND DISCUSSION

An Employment Agreement begins an employment relationship between a worker who accepts a job and an employer as an employer (Ismail & Zainuddin, 2018). With the existence of the employment agreement, a right and obligations are born between workers and employers (Tampongangoy, 2013). The working relationship is abstract, while the employment agreement is concrete or tangible. There will be a bond between workers and employers with an employment agreement. In other words, a bond because of an employment agreement is a working relationship (Putra, 2019).

In labor law in Indonesia, two types of agreements are distinguished specific time work agreements and non-specified time work agreements. An employment agreement for a specific time is an agreement between workers and employers to establish an employment relationship within a specific time. In comparison, the work agreement for an indefinite time is an employment agreement between workers and employers to establish a permanent working relationship (Djumadi, 2010). The Labor Law regulates the provisions regarding Specific Time Work Agreements, which state that specific time work agreements must be made in Indonesian using

clear Latin letters. Therefore, employment agreements with a specific time limit are obliged to use the agreement in a written agreement (Puryanto et al., 2021).

A specific work agreement must be based on a time or completion of a particular work and cannot be held for permanent work. The Labor Law provides arrangements for specific time work agreements to provide options to employers, a form of work agreement that can be applied to work limited in time so that employers do not have to appoint permanent workers for jobs whose completion time is limited (Ngatiran, 2019).

The consciousness of citizens as the basis for the validity of written favorable laws is found in the teachings of *Rechtsgefuhr* or *Rechtsgevoel*, whose essence is that no law binds citizens except for the awareness of the law. This is one aspect of legal awareness, and the other is that legal awareness is often associated with lawmaking, law formation, and legal effectiveness (Usman, 2015). The issue of legal awareness is included in legal issues and social values. If viewed from modern theories related to law and the opinions of jurists on the binding nature of the law, there are various problems. One problem that arises is a gap between assumptions about the basis of the validity of written law and the reality of obeying the law (Garoupa, 2021). An opinion states that the law's binding mainly depends on one's beliefs. This is called the *rechtsbewustzijn* theory, as put forward by Kutchinsky, which presents a picture of the relationship between the rules of law and behavior patterns. Concerning the function of the eight laws in society (Salman & Susanto, 2008).

Industrial relations are defined in Law No. 13 of 2003 concerning Manpower as a system formed between actors in the process of producing goods and/or services consisting of elements of employers, workers, and the Government based on the values of Pancasila and the Constitution of the Republic of Indonesia in 1945. The substance of industrial relations consists of two studies, including legal subjects, namely workers, employers, Government, and legal objects, namely work (Wijayanti, 2019). Industrial relations are interpreted as a method of solving problems that arise between employers and workers or trade unions (Iswadi & Haerani, 2020) because it relates to the interests of workers or trade unions with employers, which has the potential to cause differences in views and/or opinions and even disputes between the two parties (Tobing, 2018). The types of disputes that occur are disputes regarding rights, conflicts of interest, termination disputes, and disputes between trade unions in one company.

The Indonesian Government's policies in tackling the Covid-19 pandemic have significantly impacted the number of contract workers and permanent workers who have experienced termination of employment by the company. In addition, the birth of Law Number 11 of 2020 concerning Job Creation also worsened the condition of workers in Indonesia.

Table 1. Employment Conditions 2020-2021

Status of Employment State	Year		Changes 2020-2021
	2020	2021	

	Million people	Million people	Million people	percent
Working Age Population	203,97	206,71	2,74	1,34
Workforce	138,22	140,15	1,93	1,40
-Work	128,45	131,05	2,60	2,02
-Unemployment	9,77	9,10	-0,67	-6,82
Not the Labor Force	65,75	66,56	0,81	1,22
Percent	Percent	Percentage Point		
Labor Force Participation Rate	67,77	67,80	0,03	
-Man	82,41	82,27	-0,14	
-Woman	53,13	53,34	0,21	

Source: Central Statistics Agency (Badan Pusat Statistik, BPS)

Based on the table of employment conditions in Indonesia from 2020 to 2021 on all variables consisting of the working-age population; The working and unemployed labor force, and the population who are not in the labor force, there was an increase in the unemployment rate, which was a decrease from 9.77 million to 9.10 million. That is a 6.82 percent drop. Although not significant, the decline in the unemployment rate for the number of labor forces in Indonesia became good news after enacting the Job Creation Law (*Omnibus Law*). Because the spirit of the elimination and change of several clusters, including the field of employment in the Indonesian omnibus law, is to create the most comprehensive number of jobs for the Indonesian workforce. The fact that has been there shown that the number of job opportunities is always less than the number of worker's needs. The broader availability of employment will positively reduce unemployment and its implications for reducing poverty in Indonesia. Because of poverty in all countries, one factor affecting it is unemployment.

The subjective concept of poverty is based on assessments by people guided by the standards they choose from their situations. Such assessments are an essential indicator of understanding the sources of social tension and regulating government programs for the poor. This approach makes it possible to select more significant aspects of poverty since it manifests in insufficient livelihoods and a state of health, nutritional quality, education level, housing conditions, and social isolation (Markova, 2021).

Poverty reduction in developing regions is slowing due to the general nature of extreme income inequality, which is considered a severe threat to economic progress. That way, the World Bank sets a goal of ending extreme poverty by 2030 and increasing the shared prosperity of the bottom 40% of people in each country by reducing income inequality (Omar & Inaba, 2020).

Industrial relation is a continuous relationship between a group of workers and a company, allowing workers to form an association or organization called a trade union formed by a trade union due to workers' dissatisfaction with various conditions or policies issued by the company. In-Law No. 21 of 2000 concerning Trade Unions/Trade Unions asserts that trade unions must side with workers, not employers, but their partisanship has an objective, open, and responsible nature. The presence of trade unions in the corporate environment should be welcomed with a

sincere heart, without prejudice. The presence of trade unions should be viewed as a partner of employers. In addition to building industrial relations, trade unions also function like a party in making joint labor agreements and resolving industrial relations disputes.

The working relationship becomes the basis of industrial relations. Employment relations usually include negotiating written contracts that concern salaries, working hours, working conditions, and the implementation of contracts during validity. A worker working in a company must have an employment contract to guarantee the rights and obligations implemented under the current law (Fadilah & Nugroho, 2021). An employment contract is an agreement between a worker and an employer in writing.

In labor law, the employment agreement is distinguished by the **Specific Time Work Agreement** and the **Non-Specified Time Work Agreement** (Shalihah, 2017). A **Specific Time Work Agreement** is an employment agreement with a validity period based on the provisions (Article 59, paragraph 1 of Law 11/2020). Its workers are commonly referred to as contract workers. At the same time, the **Non-Specified Time Work Agreement** is an employment agreement that is not based on a specific time or is commonly referred to as a permanent worker. The outsourcing system's working relationship also includes a working relationship with a **Specific Time Work Agreement**. However, some employers apply a freelance daily model (Article 18 Government Regulation 35/2021). So that the outsourcing system also has the same potential problems as the working relationship with a **Specific Time Work Agreement** in general.

The existence of workers with specific time work agreements was previously regulated in Law No. 13 of 2003, but because there are some provisions about specific time work agreements that are not following the needs of the job market and still weak legal protections provided to workers with specific time work agreements (Afrianti, 2021). So, law No. 11 of 2020 concerning Job Creation and its derivative rules refers to Government Regulation No. 35 of 2021 concerning **Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment** which changes some provisions regarding specific time work agreements, in Law Number 13 of 2003. The time for workers with specific time work agreements that previously could only be made for three years (Law 13/2003) changed to five years (Law 11/2020 jo Government Regulation 35/2021). Suppose the working period of the worker with a **specific time work agreement** will end and the work done has not been completed. In that case, the employer can extend the period of **work agreement for a specific time** until the completion of a worker promised by the agreement between the employer and the worker (Article 8 jo Article 9 Government Regulation 35/2021). This certainly provides uncertainty for **workers with a specific time work agreement** to get the status of a permanent worker in a company.

Contract workers or, in this case, workers with **Specific Time** employment agreements are often faced with challenging conditions or uncertainties (Bernhard-Oettel et al., 2017); especially during the Covid-19 pandemic, many companies have terminated their workers. The Ministry of

Manpower noted that as of early August 2021, more than 500,000 workers had lost their jobs due to layoffs. The end of the working relationship is a big problem because it results in the loss of livelihood for workers and their families (Khair, 2021). An employment agreement may expire if the worker dies or specific events are included in the employment agreement, company regulations or joint work agreements, and the existence of industrial relations court rulings with permanent legal force (Article 61 of Law 11/2020). If the company terminates the employment before the worker's working period with a Specific Time work agreement is completed, the company is obliged to provide severance pay and reimbursement to the contract worker (Article 40 government regulation 35/2021). In addition, the company is also obliged to provide compensation money to workers with a Specific Time work agreement at the expiration of the employment agreement (Article 15 of Government Regulation 35/2021).

The guarantee of severance pay and reimbursement of rights and compensation money are things that the company must meet in case of termination of employment. Workers as an economically weaker party compared to employers or employers. So that workers must be guaranteed to receive payments that he agrees to. At the same time, related compensation is a cash payment set to replace workers' labor work related to the performance of their workforce or other tasks stipulated by laws and regulations (Semeryanova, 2020).

Employers, workers/trade unions, and the previous Government must strive to avoid disputes between employers and workers/unions. Industrial relations disputes must be resolved to harmonize workers and employers in industrial relations. 3 (Three) factors cause the onset of Industrial Relations Disputes; First, there are no industrial relations in the workplace; Second, the parties' failure to negotiate in resolving a dispute that occurs due to the lack of effective communication relations. The third is the length of resolving industrial relations disputes either through bipartite, tripartite, or other dispute resolution institutions (Soewono, 2019).

To avoid disharmony in industrial relations between Specific Time workers and employers, a means of legal renewal is needed to be related to the provisions of specific time work agreements that are autonomous, namely the Joint Work Agreement. The existence of the agreement is very significant in supporting and protecting the role of trade unions. The Joint Work Agreement is an autonomous law to protect and comfort work. This is a concretization of the provisions of article 103 letter (f) and Article 116 of Law No. 13 of 2003 concerning Manpower which regulates the concretization of materials that have not been regulated in the law, such as attendance money, meal money, periodic allowances, annual bonuses, money without work based on calculations, if entered for six working days in total receive wages one day without work (week), and terms or divisions of labor that have not been regulated in the laws and regulations.

The involvement of trade unions in realizing harmonious industrial relations is significant. The existence of the Trade Union is expected to play a role as a representative from the worker's side in determining essential policies in the working relationship. The Joint Trade Union with the

company is justified in making an agreement known as the Joint Work Agreement (PKB, *Perjanjian Kerja Bersama*). What has been determined in the Law regarding matters in the working relationship does not need to be re-promised in the Joint Work Agreement or should not be promised differently that deviates from the provisions of the Law. In the case of implementing this Joint Work Agreement applies the principle of *Pacta Sun Servanda*. Companies and workers must have good faith and high legal awareness in implementing the Joint Work Agreement. This is where the role of trade unions in determining equitable policies within the company by accommodating the interests of workers in Joint Work Agreement clauses.

According to the author, the Joint Work Agreement is a crucial legal instrument in providing a path to realizing harmonious industrial relations. Seeing the condition of the Covid-19 pandemic that has never been predicted before is something that can be addressed so that events like this do not trigger disharmony in industrial relations. Employers can negotiate with trade union representatives for the improvement of the Joint Work Agreement by adding clauses on the permissibility of the parties in specific time work agreements to make new agreements that cancel specific time work agreements in advance, considering the situation and conditions (e.g., the Covid-19 pandemic) do not allow each party in a specific time work agreement to carry out its achievements (obligations) following what is has been agreed in advance. This is logical considering that working relationships also adhere to balance, including implementing rights and obligations. Companies are unlikely to pay workers total wages during the pandemic where the Government issued a work from home (WFH) policy. A re-agreement is also possible to be made to regulate the amount of compensation to Specific Time workers in pandemic conditions, where the company experiences difficult times due to disruption of the production process at core work caused by limited primary raw materials due to some obstacles, such as secure road access, non-existent flights and so on. Of course, this affects the company's income.

On the other hand, the company's internal policy is also a thing that can be implemented as soon as possible related to the provision of rights to workers if the final decision taken is Termination of Employment. The dispute over rights can be anticipated with this concept because the solution has been arranged in the joint work agreement. This means that harmonious industrial relations can be realized by implementing rules (new agreements) that have been made, but the basis for making them has existed before. So that the parties are no longer confused in taking policy when there are unexpected situations and conditions such as the Covid-19 pandemic.

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The existence of labor law that has been stated in Law No. 13 of 2003 concerning Manpower *juncto* Law No. 11 of 2020 concerning Job Creation has a primary function, namely, as a guideline and control of society, especially for the benefit of workers and employers to create a reasonable and equitable legal order/certainty. In addition, it is also a means of legal renewal from the traditional realm to the modern era, where the relationship between workers and employers is

initially only done orally. The working relationship between workers and employers must be based on written provisions. This is to ensure legal certainty and justice for workers and employers.

The collective labor agreement as stipulated in the provisions of Article 103 letter (f) *juncto* Article 116 of Law No. 13 of 2003 concerning Manpower is a law that regulates employment relations for employers and workers, both workers with specific time work agreements and workers with non-specific time work agreements (autonomous). This joint work agreement has also regulated matters that have not been regulated in the Law are not yet clearly regulated or need quality improvements that have generally been regulated in Law No. 13 of 2003 concerning Employment *juncto* Law No. 11 of 2020 on Job Creation.

As is known that the prevailing labor law in Indonesia aims to maintain order and order, especially in the behavior of workers and employers. Both laws were created by the legislature and executives or originated through corporate engineering, joint, and work agreements. The provisions of the law contain introductory provisions on legal principles such as rights, obligations, and accountability, both in criminal and civil aspects, with pillars of legal certainty, justice, and usefulness. The establishment of the law is a form of compliance and compliance with the enactment of applicable laws, such as legal rights and protections stipulated in the provisions of Law No. 13 of 2003 *juncto* Law No. 11 of 2020 and its derivative rules, among others, which regulate occupational safety and health, welfare, freedom of association, wages, working time (overtime), leave, rest, worship and other provisions that are normative while still paying attention to the sense of justice and the value of its usefulness.

The existence of Law No. 13 of 2003 *juncto* Law 11 of 2020, and Law No. 21 of 2000 has clarified and emphasized the importance of the role of unions in carrying out the function of industrial relations, aspirational containers, means of struggle to improve the welfare of members and their families. Trade unions also have a role in making collective labor agreements and representatives of workers in bipartite, tripartite, and dispute resolution institutions with equal legal positions.

According to Article 2 of Law No. 21 of 2000, the Trade Unions or Trade Unions principle is twofold. First, trade unions or federation trade unions and trade union confederations or trade unions accept Pancasila as the basis of the State and the 1945 Constitution as the Constitution of the Unitary State of the Republic of Indonesia. Second, trade unions or federation trade unions and trade union confederations have principles that do not conflict with Pancasila and the 1945 Constitution (Sumardiani, 2014).

In employment relations, if there are problems related to disputes of interest or disputes over workers' rights, the union can conduct legal assistance to workers. We recommend that each problem be resolved internally between the employer and the workers represented by the trade union. The method of completion used is the wisest and equitable method utilizing consensus deliberation. Consensus deliberation will result in a win-win solution agreed upon by the parties.

However, if this does not work, the union can continue with a mediation process facilitated by the Government as the intermediary party. A mediator who will bridge the dispute in the working relationship will be appointed during the mediation. The mediation results will birth to a settlement in the form of recommendations. Because of its recommended nature, the disputing parties may accept or reject it. If the disputing parties accept an endorsement will follow it to the court. However, if one rejects or both reject the intended advice, the parties will proceed to the following legal process: taking legal proceedings in the industrial relations court.

The role of trade unions, as mentioned in Law No. 21 of 2021 concerning Trade Unions in its explanation that workers are partners of employers who are very influential and essential in the production process in order to improve the welfare of workers and have also provided freedom regarding the membership and management of trade unions (Suhartoyo, 2019). Trade unions also play a role in a company's policy of collective labor agreements, in contrast to much of the literature in different countries where working relationships relating to internal policy-making and labor-related standards are made by a commission (Harrison, 2019). Trade unions, as an organizing instrument for working-class citizens, have the potential to act as a counterweight to the political power gathered by business interests and the wealthy (Flavin, 2018).

By implementing a bipartite negotiating model based on legal awareness between employers and workers/unions, it is expected to realize harmonious industrial relations to resolve disputes between contract workers and employers by optimizing the role of trade unions in conducting deliberations to reach consensus. Legal awareness by the parties in implementing specific time work agreements includes legal knowledge, legal understanding, legal attitudes, and legal behavior patterns owned by workers/trade unions and employers (Soekanto & Tjandrasari, 1983).

Good legal awareness is closely related to an excellent legal culture. One of the variables that cause the absence of suitable legal awareness is the lack of public law provisions with sanctions for those who violate the rules. In order and prohibitions, the correct law must contain sanctions (Shalihah, 2017). In this case, a person can only understand the law if that person knows the rules / rules of the law in advance. So, the concept of law is a tool of social engineering that be applied optimally to create a new order that will gradually create an excellent legal culture (Shalihah & Adhayanto, 2016). With high legal awareness, citizens comply with the provisions of applicable law. *Vice versa*, if the awareness of the law is *deis ficient*, then the level of compliance with the law will also not be high.

CONCLUSION

The parties must be aware of their legal obligations under the employment agreement and collective labor agreement to create a harmonious employment relationship. In these circumstances, the main entrance for harmonization solutions in industrial relations is a collective bargaining agreement using a local wisdom approach, namely deliberation of consensus between

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the parties. This is so that the obligations that have been regulated in the laws and regulations in terms of employment relations are maintained after the agreement of the parties is reached. so that the clauses relating to the justification for making a new agreement that invalidates the previous employment agreement for a specific time can be implemented. It is hoped that the addition of a collective labor agreement will make the measurement of legal knowledge more appropriate. That way, the fulfillment of the parties' rights can run optimally because legal awareness in the implementation of a specific time work agreement is the most important solution to establish the rule of law to create a harmonious working relationship.

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REFERENCE

- Abidin, M. Z. (2021). Pemulihan ekonomi nasional pada masa pandemi Covid-19: analisis produktivitas tenaga kerja sektor pertanian. *Indonesian Treasury Review: Jurnal Perbendaharaan, Keuangan Negara dan Kebijakan Publik*. <https://itrev.kemenkeu.go.id/index.php/ITRev/article/view/292>
- Afrianti, W. (2021). Pengaturan Batas Waktu Masa Kerja Perjanjian Kerja Waktu Tertentu (PKWT) Pasca Undang-Undang No 11 Tahun 2020. *Maleo Law Journal*. <https://jurnal.unismuhpalu.ac.id/index.php/MLJ/article/view/1523>
- Bernhard-Oettel, C., Cuyper, N. D., & ... (2017). How Do We Feel and Behave When We're Not Permanent Full-Time Employees? The Case of the Diverse Forms of Non-Standard Work. *An Introduction to Work and Organizational Psychology: An International Perspective, Third Edition*. <https://doi.org/10.1002/9781119168058.ch14>
- Budiwati, S., Nuswardani, N., & Izziyana, W. V. (2022). Pemutusan Hubungan Kerja Masa Pandemi Covid-19 Di Indonesia Perspektif Force Majeure. *Jurnal Justiciabelen*. <http://journal.umg.ac.id/index.php/justiciabelen/article/view/3561>
- Cox, J. (2020). *Coronavirus job losses could total 47 million, unemployment rate may hit 32%, fed estimates*. *Www.Cnbc.Com*. <https://www.cnbc.com/2020/03/30/coronavirus-job-losses-could-total-47-million-unemployment-rate-of-32percent-fed-says.html>
- Djumadi, F. X. (2010). Perjanjian Pemborongan, cet 3. In *Jakarta, Rineka Cipta*.

- Fadilah, K., & Nugroho, A. A. (2021). Pemutusan Hubungan Kerja Pada Saat Pandemi Covid-19 Di Indonesia Ditinjau Dari Perspektif Hukum Ketenagakerjaan. *JUSTITIA: Jurnal Ilmu Hukum Dan Humaniora*. <http://jurnal.um-tapsel.ac.id/index.php/Justitia/article/view/2991>
- Flavin, P. (2018). Labor Union Strength and the Equality of Political Representation. *British Journal of Political Science*, 48(4), 1075–1091. <https://doi.org/10.1017/S0007123416000302>
- Garoupa, N. (2021). Public trust in the European legal systems: independence, accountability and awareness. *West European Politics*, 44(3), 690–713. <https://doi.org/10.1080/01402382.2020.1715605>
- Hamid, A. (2021). A critical study of the Job Creation Law No. 11 of 2020 and its implications for labor in Indonesia. *International Journal of Research in Business and Social Science*. <http://www.ssbfn.net.com/ojs/index.php/ijrbs/article/view/1271>
- Harrison, J. (2019). Governing Labour Standards through Free Trade Agreements: Limits of the European Union's Trade and Sustainable Development Chapters. *Journal of Common Market Studies*, 57(2), 260–277. <https://doi.org/10.1111/jcms.12715>
- ILO. (2021). *X ILO Monitor : COVID-19 and the world of work . Eighth edition Updated estimates and analysis Return to workplace and vaccination : Part I . Labour market developments in 2020 – 21 : Increasing disparities* (Issue October). https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/documents/briefingnote/wcms_824092.pdf
- Ismail, N., & Zainuddin, M. (2018). Hukum dan Fenomena Ketenagakerjaan. *Focus: Jurnal Pekerjaan Sosial*. <http://jurnal.unpad.ac.id/focus/article/view/20494>
- Iswadi, U., & Haerani, M. (2020). Analisa Dan Pengaruh Metode Hubungan Industrial Terhadap Penyelesaian Perselisihan Di Serikat Pekerja Sektoral Kota Cilegon Tahun 2019. *Ekono Insentif*. <https://jurnal.ildikti4.or.id/index.php/jurnalekono/article/view/291>
- Khair, O. I. (2021). Analisis Undang-Undang Cipta Kerja Terhadap Perlindungan Tenaga Kerja Di Indonesia. *Widya Pranata Hukum: Jurnal Kajian Dan Penelitian Hukum*. <http://ejournal.widyamataram.ac.id/index.php/pranata/article/view/442>
- Markova, V. N. (2021). Analysis and Forecast of the Poverty Rate in the Arctic Zone of the Republic of Sakha (Yakutia). *Studies on Russian Economic Development*, 32(4), 415–423. <https://doi.org/10.1134/S1075700721040109>

- Martanti, D. M., Magdalena, F., Ariska, N. P. D., Setiyawati, N., & ... (2020). Dampak Pandemi Covid-19 terhadap Tenaga Kerja Formal di Indonesia. *Populasi*. <https://journal.ugm.ac.id/populasi/article/view/63345>
- Marzuki, P. M. (2014). *Penelitian Hukum Cetakan Ketujuh*. Jakarta: Kencana Prenada Media Group.
- Ngadi, N., Meliana, R., & Purba, Y. A. (2020). Dampak Pandemi Covid-19 Terhadap Phk Dan Pendapatan Pekerja Di Indonesia. *Jurnal Kependudukan Indonesia*, 2902, 43. <https://doi.org/10.14203/jki.v0i0.576>
- Ngatiran, N. (2019). Tertundanya Pengangkatan Karyawan Tidak Tetap Menjadi Karyawan Tetap Pada Institut Kesenian Jakarta. *Jurnal Surya Kencana Dua: Dinamika Dinamika Masalah Hukum Dan Keadilan*. <http://openjournal.unpam.ac.id/index.php/SKD/article/view/2335>
- Omar, M. A., & Inaba, K. (2020). Does financial inclusion reduce poverty and income inequality in developing countries? A panel data analysis. *Journal of Economic Structures*, 9(1), 37. <https://doi.org/10.1186/s40008-020-00214-4>
- Puryanto, R. B., Budiarta, I. N. P., & ... (2021). Perlindungan Hukum Bagi Pekerja dengan Perjanjian Kerja Tidak Tertulis Pada Perusahaan Pemberi Kerja. *Jurnal Interpretasi Hukum*. <https://www.ejournal.warmadewa.ac.id/index.php/juinhum/article/view/3109>
- Putra, D. S. (2019). Pertanggungjawaban Pidana Rumah Sakit sebagai Perseroan Terbatas dalam Kasus Jual Beli Manusia. In *Jurnal Hukum Magnum Opus*. academia.edu. <https://www.academia.edu/download/58470124/11.pdf>
- Romlah, S. (2020). Covid-19 Dan Dampaknya Terhadap Buruh Di Indonesia. *ADALAH*. <http://journal.uinjkt.ac.id/index.php/adalah/article/view/16077>
- Salman, O. S., & Susanto, A. F. (2008). *Beberapa Aspek Sosiologi Hukum*. Alumni.
- Santosa, D. G. G. (2021). Perjanjian Kerja Waktu Tertentu Pasca Undang-Undang Cipta Kerja: Implementasi Dan Pemmasalahannya. *DiH: Jurnal Ilmu Hukum*. <http://jurnal.untag-sby.ac.id/index.php/dih/article/view/4657/0>
- Semeryanova, N. (2020). Settlement of disputes upon termination of employment contract by agreement of parties. In *E3S Web of Conferences* (Vol. 164). <https://doi.org/10.1051/e3sconf/202016411028>

- Shalihah, F. (2017). Perjanjian Kerja Waktu Tertentu (Pkw) Dalam Hubungan Kerja Menurut Hukum Ketenagakerjaan Indonesia Dalam Perspektif Ham. *UIR Law Review*, 1(2), 149–160. <https://doi.org/10.25299/uirrev.2017.1.02.955>
- Shalihah, F., & Adhayanto, O. (2016). Hukum, Moral, Dan Kekuasaan Dalam Telaah (Hukum adalah Alat Teknis Sosial). *Fiat Justisia: Jurnal Ilmu Hukum*. <http://jurnal.fh.unila.ac.id/index.php/fiat/article/view/735>
- Soekanto, S., & Tjandrasari, H. (1983). *Beberapa aspek sosio yuridis masyarakat*. Alumni.
- Soewono, D. H. (2019). Peran Serikat Pekerja Dalam Menciptakan Hubungan Industrial Di Perusahaan. In *Jurnal Hukum Unik Kediri (2019)(21)*. hukum.unik-kediri.ac.id. <http://hukum.unik-kediri.ac.id/wp-content/uploads/2019/04/FINAL-7-PERAN-SERIKAT-PEKERJA-JURNAL-EDISI-PEBRUARI-MEI-2009-ISSN-NO.-0216-4116-BY-UNIK-KADIRI.pdf>
- Suhartoyo, S. (2019). Orientasi Pengaturan Organisasi Serikat Buruh atau Serikat Pekerja Dalam Konteks Hukum Nasional. *Administrative Law and Governance Journal*. <https://ejournal2.undip.ac.id/index.php/alj/article/view/6534>
- Sumardiani, F. (2014). Peran serikat buruh migran Indonesia dalam melindungi hak tenaga kerja Indonesia di luar negeri. *Pandecta Research Law Journal*. <https://journal.unnes.ac.id/nju/index.php/pandecta/article/view/3579/0>
- Tampongangoy, F. (2013). Penerapan Sistem Perjanjian Kerja Waktu Tertentu Di Indonesia. *Lex Administratum*, 1(1), 146–158.
- Tobing, C. N. M. (2018). Menggagas Pengadilan Hubungan Industrial Dalam Bingkai Ius Constituendum Sebagai Upaya Perwujudan Kepastian Hukum Dan Keadilan/Initiating An Industrial Relations Court In The Framework Of Ius Constituendum As An Effort To Realize Legal Certainty And Justice. *Jurnal Hukum Dan Peradilan*. <https://jurnalhukumdandanperadilan.org/index.php/jumalhukumperadilan/article/view/213>
- Turnip, C. F. M., & Mardijono, H. R. A. (2022). Pemenuhan Hak Buruh Dalam Pemberian Pesangon Menurut Pasal 43 Peraturan Pemerintah 35 Tahun 2021. *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance*. <https://bureaucracy.gapenas-publisher.org/index.php/home/article/view/46>
- Usman, A. H. (2015). Kesadaran hukum masyarakat dan pemerintah sebagai faktor tegaknya negara hukum di Indonesia. *Jurnal Wawasan Yuridika*. <http://ejournal.sthb.ac.id/index.php/jwy/article/view/74>

Wicaksana, D. P. A., Dewi, A., & ... (2021). Mediasi Online sebagai Alternatif Penyelesaian Sengketa Hubungan Industrial pada Masa Pandemi Covid-19 di Indonesia. *Jurnal Analogi Hukum*.
<https://www.ejournal.warmadewa.ac.id/index.php/analogihukum/article/view/3812>

Wijayanti, A. (2019). *Framework Peran Negara Dalam Menciptakan Hubungan Industrial yang Berkeadilan*. repository.um-surabaya.ac.id. http://repository.um-surabaya.ac.id/4057/7/T-11-frame_work_peran_negara.pdf

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Dear Authors,

It's my pleasure to inform you that, after the peer review, your paper "**Specific Time Work Agreement Based on Legal Awareness to Realize Harmonious Working Relationships**" with **Author(s): Fithriatus Shalihah, Suryadi Suryadi, Megawati Megawati, Siti Zuliyah, Fauzan Muhammadi.**

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