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# Fixed-Time Employment Agreement Based on Legal Awareness to Realize Harmonious Employment Relationship

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**ABSTRACT**

*The arrangement of fixed-time employment agreements stipulated in the laws and regulations of the Republic of Indonesia is considered ineffective. One of the primary reasons is that some existing provisions are deemed inappropriate for labor-market needs. Several articles concerning work agreements have been removed from the Job Creation Law, but implementation issues remain. Both are concerned with the fulfillment of workers' rights and the types of work that are permissible for workers with specific worker statuses at specific times. This research uses a normative juridical method with a statutory and conceptual approach. The result of analysis indicates that any employment agreement must include legal awareness provisions. This is done to provide a more concrete measure of legal awareness, because everything in the employment agreement is the result of an agreement reached by both parties. If there are impediments to the exercise of rights that are not the result of deliberate reason, the settlement has also been arranged using local wisdom in the form of deliberation between the parties. If the provisions of the laws and regulations regarding the fulfillment of the parties' rights cannot be run optimally, this can be a solution to create harmonious industrial relations. The most important solution to establishing the rule of law in creating a harmonious working relationship is legal awareness in the implementation of fixed-time employment agreements.*

***Keywords:*** *Fixed-Time Employment Agreement; Legal Awareness; Industrial Relations;*

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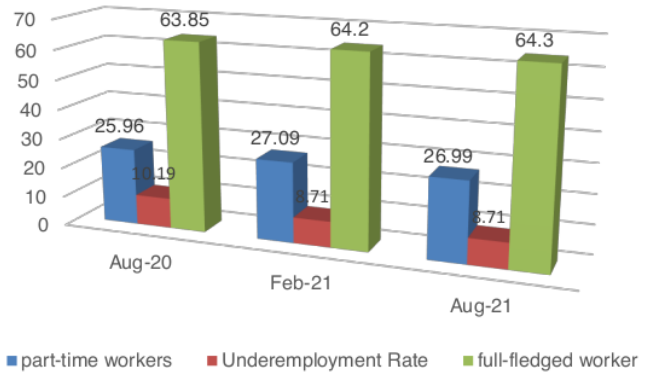
## INTRODUCTION

For nearly two years, the COVID-19 pandemic has hampered industrial relations in Indonesia (Ngadi et al., 2020). Many sectors have experienced economic and non-economic losses due to various regulations to prevent the spread of COVID-19 (Abidin, 2021). so that it has a significant impact on the industrial operations of the company (Martanti et al., 2020). Some sectors have the potential to lose or become winners in the short term during the COVID-19 pandemic. For example, healthcare, food processing and trading, e-commerce, and information

and communication technology are the winners, while tourism, transportation, and construction are potential losers (Cox, 2020). In 2021, the International Labor Organization (ILO) projects that the global number of hours worked for workers working this year will decline to 4.3% below pre-pandemic levels. This equates to the loss of 125 million full-time jobs (ILO, 2021). The decline in global working hours due to the COVID-19 pandemic has also greatly affected working hours in Indonesia (Figure 1).

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




Source: Intenational Labour Organization, 2021

Total working hours (minimum 35 hours per week) in August 2021 was 64.30%, while 35.70% were non-full workers (working hours less than 35 hours per week). Non-full workers, in this case, are grouped into two categories, namely underemployed and part-time workers, whose percentage of working hours is 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 enactment of Law Number 11 of 2020 concerning Job Creation (UU Cipta Kerja) has changed the provisions required in fixed-time employment agreements. The government has also issued derivative regulations, namely Government Regulation Number 35 of 2021 concerning Fixed-Time Employment Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment. Changes in the composition of the current employment agreement are not necessarily a solution to various problems. For example, there are cases of employment termination that occurred in the textile, garment, and shoe industries due to declining demand from abroad (Muhammad, 2021). This phenomenon is the worst thing that could happened during a pandemic (Wicaksana et al., 2021), where termination of employment is really bad news for workers with fixed-time employment agreement status (Romlah, 2020).

The ineffectiveness of the preparation of a Fixed-Time Employment Agreement stipulated in the laws and regulations of the Republic of Indonesia is due to several existing provisions that are deemed to be incompatible with labor market needs. This regulation has a flaw in that it does not include any sanctions. Several articles concerning fixed-term employment contracts have been removed from the Job Creation Act. However, issues persist at the implementation level. Both are concerned with the fulfillment of workers' rights and the types of work that are permissible for workers with specific worker statuses at specific times.

The government regulation number 35 of 2021 concerning Fixed-Time Employment Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment is a new challenge in the business world. Several problems that arose, among others, related to the wage policy and the resolution of the Termination of Employment problem (Turnip & Mardijono, 2022). The existence of this regulation has resulted in numerous problems and challenges in the business world, which have only recently begun to worsen following the COVID-19 pandemic. Limiting the maximum contract term to five years is considered a gift to the employee. In general, the longer they are bound by the contract, the less likely it is that they will become permanent workers, despite the fact that this regulation requires monetary compensation for workers who have been terminated for reasons justified by laws and regulations. Compensation for job losses is difficult for some business actors who are currently experiencing a decline as a result of the COVID-19 pandemic (Budiwati et al., 2022).

In addition to changing the working period provisions, which were reduced to a maximum of 5 years, there are other issues that are affected, namely the problem of outsourcing, which must be linked to a fixed-time employment agreement. In general, Legal problems in outsourcing arise because Government Regulation Number 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 right law, both in its order and its prohibition, must contain sanctions. According to Hamid (2021), The job creation law is thought to disregard workers' rights. This law was drafted and passed as a labor regulation, and it is still regarded as superseding the interests of people who adhere to democratic principles. This is due to a lack of optimal community participation in the law's preparation, which has implications for workers. In Indonesian labor law, for example, workers do not have bargaining power (Hamid, 2021).

Therefore, the novelty of this research makes it more meaningful in good faith for both parties to submit to the contract or work agreement. What is meant by law does not always become law in statutory regulations. The difference is that if the legislation is generally accepted at the same time, the agreement applies to the principle of pacta sun servanda, which means it only becomes law for the parties who make it. Previously, research in 2021 was based on an Employment Agreement on Time After the Job Creation Law: Implementation and Problems in Research (Santosa, 2021) It only focuses on a fixed-time employment agreement in accordance

with the positive rule of law. From the explanation above, the author examines how to realize harmonious industrial relations in a certain time period employment agreement using a legal awareness approach.

## METHOD

In this study, the author uses a normative research method in legal research. The principles of normative legal research analyze 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 study all laws and regulations related to the issues discussed. This approach requires an understanding of the hierarchy and principles in legislation; the conceptual approach, namely the approach through the assessment or concepts of experts related to the discussion; This is done when the law does not exist, and the comparative approach is an approach with comparative law, both originating from other countries and from a certain time to a certain time. (Marzuki, 2014).

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

## ANALYSIS AND DISCUSSION

The Employment Agreement marks the start of a working relationship between the employee who accepts the job and the company as the employer. (Ismail & Zainuddin, 2018). The existence of an employment agreement creates a right and obligation between the worker and the entrepreneur (Tampongangoy, 2013). The employment relationship is abstract in nature, whereas the employment agreement is concrete or real, resulting in a concrete and tangible bond between the worker and the entrepreneur with the employment agreement. In other words, the bond formed as a result of the existence of an employment agreement constitutes an employment relationship (Putra, 2019).

In Indonesian labor law, there are two types of agreements: employment agreements for a fixed period of time and work agreements for an indefinite period of time. A fixed-time employment agreement is a contract between employees and employers to establish a working relationship for a specific time period. Meanwhile, an indefinite employment agreement is a work agreement between a worker and an entrepreneur to enter into a permanent employment relationship (Djumadi, 2010). Law No. 13 of 2003 on Employment, in conjunction with Law No.

11 of 2020 on Job Creation (Labor Law), stipulates provisions on fixed-time employment agreements, which state that it must be made in Indonesian and use Latin and clear letters. As a result, employment agreements that have a time limit must use a written contract (Puryanto et al., 2021).

A fixed- time employment agreement must be based on a set period of time or the completion of a specific task and cannot be used for ongoing work. The Manpower Act provides for arrangements for specific time work agreements to give employers options, a type of work agreement that can be applied to work that is limited in time, so that employers are not required to appoint permanent workers for jobs with a limited completion time (Ngatiran et al., 2019).

Citizens' awareness as the foundation for the validity of written positive law can be found in the teachings of *Rechtsgefuhl* or *Rechtsbewutzijn*, the point of which is that there is no law that binds citizens except their legal awareness. This is one aspect of legal awareness; another, legal awareness, is frequently associated with law-making, law-making, and law-effectiveness (Usman, 2014). Legal issues and social values are both concerned with legal awareness. Various issues arise when modern legal theories and legal expert opinions on the binding nature of the law are considered. One of the issues that arises is the existence of a gap between assumptions about the basis for the validity of written law and the reality of the law being obeyed (Garoupa, 2021). There is an opinion which states that the binding of the law mainly depends on one's beliefs. This is what is called the *rechtsbewustzijn* theory as proposed by Kutchinsky, which suggests a picture of the relationship between legal rules and behavior patterns. in relation to the function of the law in society (Salman & Susanto, 2008).

Industrial relations are defined in Law Number 13 of 2003 concerning Manpower as a system formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers, and the government based on the values of Pancasila and the law.- The 1945 Constitution of the Republic of Indonesia The substance of industrial relations consists of two studies, including legal subjects, namely workers and labor, and entrepreneurs, government and legal objects, namely employment (Wijayanti, 2019). Industrial relations are defined as a method of resolving problems that arise between employers and workers or trade unions (Iswadi & Haerani, 2020) because it relates to the interests between workers or trade unions and 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 over rights, disputes over interests, disputes over termination of employment, and disputes between trade unions in one company.

The Indonesian government's policies in dealing with the Covid-19 pandemic have had a significant impact on the number of contract and permanent workers laid off by the company. Furthermore, the passage of Law No. 11 of 2020 on Job Creation has harmed the working conditions 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 Statisik, 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 force, the unemployed, and the population who are not in the labor force, overall, there is an increase except for the unemployment rate, which shows a decrease from 9.77 million to 9.10 million. This means that there is a decrease of 6.82 percent. Although not significant, the decline in the unemployment rate for the number of the workforce in Indonesia became good news after the enactment of the Job Creation Law (Omnibus Law). Because the spirit of the abolition and change of several clusters, including the field of employment in the Indonesian omnibus law, is to create the widest possible employment opportunities for the Indonesian workforce. The facts so far have shown that the number of job opportunities is always less than the number of jobs needed. With the availability of wider employment opportunities, it will have a good effect on reducing unemployment and its implications for reducing poverty in Indonesia. Because of the problem of poverty in all countries, one of the factors that influences it is unemployment.

The subjective concept of poverty is based on judgments made by people based on their own personal standards. This type of assessment is critical for understanding the sources of social tension and the administration of government programs for the poor. The use of this approach allows for the selection of the more significant aspects of poverty, as it manifests itself not only in insufficient livelihoods but also in health, nutrition, education, housing conditions, and social isolation (Markova, 2021). Poverty reduction in developing regions is slowing due to the prevalence of extreme income inequality, which is regarded as a significant threat to economic progress. As a result, the World Bank sets the goal of ending extreme poverty by 2030 and increasing the shared prosperity of each country's bottom 40% of people by reducing income inequality (Omar & Inaba, 2020).

Industrial relations is a continuous relationship between a group of workers and the company, which allows workers to form an association or organization called a labor union. In Law Number 21 of 2000 concerning Trade Unions and Labor Unions, it is stated that trade unions must take the side of workers, not employers, but their actions must be objective, open, and responsible. The presence of trade unions in the company environment must be welcomed with a sincere heart and without prejudice. The presence of a trade union must be seen as a working partner by the entrepreneur. Trade unions serve as a party in making collective labor agreements and resolving industrial relations disputes, in addition to building industrial relations.

Industrial relations are established on employment relations. The employment relationship typically entails the negotiation of a written contract ruling salary, working hours, and employment terms, as well as the execution of the contract for the duration of its validity. A worker in a company must have an employment contract in order to guarantee himself the rights and obligations that must be met in accordance with the applicable laws and regulations (Fadilah & Nugroho, 2021). An employment contract is an agreement made between workers and employers in writing.

In the labor law, the employment agreement is distinguished by a Fixed Time Employment Agreement and an Unspecified Time Employment Agreement (Shalihah, 2017). A fixed-time employment agreement is a work contract that has a valid period based on predetermined provisions (Article 59 paragraph 1 of Law 11/2020). The workers are usually referred to as contract workers. While the Work Agreement for Unspecified Time is a work agreement that is not based on a certain time or commonly referred to as permanent workers, in the employment relationship using the outsourcing system, it also includes a working relationship with a fixed-time employment agreement, although there are also employers who apply the freelance daily model (Article 18 of Government Regulation 35/2021). so that the outsourcing system also has the same potential problems with working relationships as certain time-work agreements in general.

The existence of workers with fixed-time employment agreements was previously regulated in Law No. 13 of 2003, but because there are several provisions regarding certain time work agreements that are not in accordance with the needs of the labor market, and workers with certain time work agreements continue to have weak legal protection (Afrianti, 2021). Law Number 11 of 2020 concerning Job Creation and its derivative rules was born, which refers to Government Regulation Number 35 of 2021 concerning Work Agreements for Certain Times, Outsourcing, Working Time and Rest Time, and Termination of Employment, which changes several provisions regarding work agreements. for a certain period of time in Law Number 13 of 2003. The period of time for workers with a fixed-time employment agreement, which previously could only be made for a maximum of three years (Law 13/2003), has changed to five years (Law 11/2020 in conjunction with Government Regulation 35/2021). If the working period of a worker

with a work agreement for a fixed-time ends and the work done has not been completed, the entrepreneur can extend the term of the work agreement for a certain time until a certain time limit is completed, in accordance with the agreement between the entrepreneur and the worker (Article 8 in conjunction with Article 9 Government Regulation 35/2021). This, of course, provides uncertainty for workers with a certain time frame to obtain status as permanent workers in a company.

Contract workers or in this case workers with a certain time work agreement are often faced with difficult conditions or uncertainties (Bernhard-Oettel et al., 2017) especially during the covid-19 pandemic, many companies have terminated their workers' contracts. The Ministry of Manpower noted that until the beginning of August 2021, more than 500 thousand workers lost their jobs because they were laid off. The termination of the employment relationship is a big problem because it results in the loss of livelihoods for the survival of workers and their families (Khair, 2021). An employment agreement can end if the worker dies or there are certain events that are included in the work agreement, company regulations, or collective work agreement and there is an industrial relations court decision that has permanent legal force (Article 61 of Law 11/2020). If the company terminates the employment relationship before the worker's working period with a work agreement for a certain time is completed, the company is obliged to provide severance pay and compensation for contract workers (Article 40 of Government Regulation 35/2021). In addition, the company is also obliged to provide compensation money to workers with a work agreement for a certain time at the expiration of the work agreement (Article 15 of Government Regulation 35/2021).

Guaranteed severance pay and compensation money are obligations that the company must meet in the event of employment termination. Workers as economically weaker parties than employers or employers. So the worker must be guaranteed to receive the payment he agreed to, whereas compensation is a cash payment designed to compensate workers for their hard work related to the performance of their workforce or other tasks specified by laws and regulations (Semeryanova, 2020).

Employers, workers' or labor unions, and the previous government must strive to avoid disputes between employers and workers' or labor unions. Industrial relations disputes must be resolved in order to create harmonization between workers and employers in industrial relations. The emergence of Industrial Relations Disputes is caused by 3 (Three) factors; First, industrial relations have not been implemented in the workplace; Second, the failure of negotiations carried out by the parties in resolving a dispute that occurred due to the absence of an effective communication relationship. Third, the length of the industrial relations dispute settlement process, either through bipartite, tripartite, or other industrial relations dispute settlement institutions (Soewono, 2019).

In order to avoid disharmony in industrial relations between workers and employers for a fixed period of time, it is necessary to have a legal reform tool related to the provisions of an autonomous work agreement for a certain period of time, namely the Collective Labor Agreement. The existence of these agreements is very significant in supporting and protecting the role of trade unions. A Collective Labor Agreement is an autonomous law as a means of protection and work comfort. This is a concretization of the provisions of Article 103 letter (f) and Article 116 of Law Number 13 of 2003 concerning Manpower, which regulate the concretization of materials not regulated by law, such as: attendance fees, meal allowances, periodic allowances, annual bonuses, money without work based on calculations; if it comes in for 6 working days in full, you receive 1 day without work (week), and conditions or division of labor that have not been regulated by law.

The involvement of labor unions in the realization of harmonious industrial relations is very important. The existence of labor unions is expected to play a role as representatives from the side of workers in determining important policies in employment relations. The Joint Labor Union with the company is justified in making an agreement known as a Collective Labor Agreement (PKB). What has been determined in the Act regarding matters in the employment relationship does not need to be re-agreed in the PKB or may not be agreed differently which deviates from the provisions of the Act. In the case of the implementation of this CLA, the principle of *Pacta Sun Servanda* applies. Companies and employees must have good faith and high legal awareness in the implementation of the CLA. This is where the real role of trade unions is in determining fair policies within the company by accommodating the interests of workers in the CLA clauses.

According to the author, PKB is a very important legal instrument in providing a path to the realization of harmonious industrial relations. Seeing the condition of the COVID-19 pandemic, which was never predicted before, it is something that can be addressed so that an incident like this does not trigger disharmony in industrial relations. Employers can negotiate with representatives of trade unions for the improvement of the CLA by adding a clause regarding the permission of the parties to a certain time work agreement to make a new agreement that cancels the previous work agreement at a certain time, considering that the situation and conditions (for example, the COVID-19 pandemic) do not allow each of them to make a new agreement. Each party in a fixed-time employment agreement carries out its achievements (obligations) in accordance with what has been previously agreed. This is very logical considering that the employment relationship also adheres to the principle of balance, including the implementation of rights and obligations. It is impossible for companies to fully pay workers' wages during a pandemic when the government issues a work-from-home (WFH) policy. It is also possible to make a re-approval in order to regulate the amount of compensation for certain time workers in a pandemic condition, where the company is experiencing difficult times due to disruption of the

production process in core work caused by limited main raw materials due to several obstacles. For example, road access is closed, flights are not there, and so on. Of course, this affects the company's income.

On the other hand, the company's internal policies regarding the granting of rights to workers can be implemented as soon as possible if the final decision is termination of employment (PHK). With this concept, rights disputes can be expected because the solution is spelled out in the collective work agreement. This means that harmonious industrial relations can be realized by enforcing the rules (new agreements) that have been established, but the basis for doing so already exists. so that the parties are no longer perplexed when formulating policies in the face of unexpected situations and conditions, such as the COVID-19 pandemic.

The existence of employment law, as stated in Law 13 of 2003 concerning Manpower and Law 11 of 2020 concerning Job Creation, serves a primary function, namely, as a guide and control of the community, particularly for the interests of workers and employers in order to create legal order/certainty. helpful and just Furthermore, as a means/tool for legal reform from the traditional to the modern era, where previously the working relationship between workers and employers was only carried out verbally, the working relationship between workers and employers must now be based on written provisions. This is done to ensure legal certainty and justice for both employees and employers.

Collective labor agreements are laws that regulate employment relations for employers and workers, both workers with work agreements for a fixed period of time and an indefinite period of time, as regulated in the provisions of Article 103 letter (f) in conjunction with Article 116 of Law Number 13 of 2003 concerning Manpower. (autonomous). With the existence of this collective work agreement, it has also regulated matters that have not been regulated in the law, or where the arrangements are unclear or require quality improvement, which have generally been regulated in Law No. 13 of 2003 concerning Manpower in conjunction with Law No. 11 of 2003. Job Creation in 2020.

It is known that the ideals of labor law in force in Indonesia aim to maintain order and order, especially the behavior of workers and employers, through both laws created by the legislature and executive or originating through company engineering or collective agreements and work agreements. The legal provisions contain basic provisions regarding legal principles such as rights, obligations, and responsibilities, both in criminal and civil aspects, with the pillars of legal certainty, justice, and usefulness. The enforcement of the law is a manifestation of a sense of compliance and obedience to the applicable laws, such as the rights and legal protection regulated in the provisions of Law Number 13 of 2003 in conjunction with Law Number 11 of 2020 and its derivative rules, including those that regulate safety and occupational health, welfare, freedom of association, remuneration, working time (overtime), leave, rest, worship, and other normative provisions while still taking into account the sense of justice and usefulness values.

The existence of Law 13 of 2003, in conjunction with Laws 11 of 2020 and 21 of 2000, clarified and emphasized the importance of unions in carrying out the function of industrial relations; as an aspirational forum; and a means of struggle to improve the welfare of members and their families. Trade unions also play a role as parties to collective bargaining agreements, workers' representatives in bipartite and tripartite institutions, and advocates for similar legal status dispute resolutions.

There are two principles of Trade Unions or Labor Unions, according to Article 2 of Law Number 21 of 2000 concerning Trade Unions. To begin, trade unions or trade unions, federations and confederations of trade unions or labor unions accept Pancasila as the State's foundation and the 1945 Constitution as the constitution of the Unitary State of the Republic of Indonesia. Second, trade unions or federations and confederations of trade unions or labor unions have principles that are consistent with Pancasila and the 1945 Constitution (Sumardiani, 2014).

In the course of the employment relationship, if there are problems related to disputes over interests or disputes over workers' rights, the trade union can provide legal assistance to workers. It is better if every problem can be resolved internally between the employer and the workers represented by the trade union. The settlement method used is, of course, the most wise and just method by way of deliberation and consensus. Deliberation and consensus will produce a win-win solution that is agreed upon by the parties. However, if this does not work, then the union can continue with a mediation process facilitated by the government as the mediator. In the mediation, a mediator will be appointed who will bridge the dispute in the working relationship. The results of the mediation will give birth to a solution in the form of a recommendation. Because it is a recommendation, the disputing parties may accept or reject it. If the disputing parties accept it, it will proceed with ratification in court. However, if one of the parties refuses or both reject the recommendation, the parties will proceed to the next legal process, namely by taking the legal process to the industrial relations court.

The role of trade unions, as stated in Law Number 21 of 2021 concerning Trade Unions, is that workers/laborers are business partners who are very influential and important in the production process in order to improve the welfare of workers/laborers, and have also provided freedom regarding membership and trade union management (Suhartoyo, 2019). In contrast to a lot of literature in various countries where employment relations related to internal policy making and labor-related standards are made by a commission, trade unions also play a role in a company's policy, namely collective bargaining agreements (Harrison, 2019). Trade unions, as an organizing instrument for working class citizens, have the potential to act as a counterbalance to the political power amassed by business interests and the wealthy (Flavin, 2018).

By maximizing the role of trade unions in conducting deliberation to reach consensus, it is hoped that harmonious industrial relations can be realized to achieve peace in resolving disputes between contract workers and employers by using the bipartite negotiation model based

on legal awareness between employers and workers/labor unions. Legal awareness by parties in the implementation of work agreements for a specific period of time includes legal knowledge, legal understanding, legal attitudes, and legal behavior patterns owned by both workers/labor unions and employers (Soekanto & Tjandrasari, 1983).

A good legal culture is closely related to good legal awareness. One of the factors contributing to the lack of good legal awareness is the absence of public law provisions with sanctions for those who break the rules. Sanctions must be included in the right law, both in the form of orders and prohibitions (Shalihah, 2017). In this case, a person can only understand the law if they first understand the law's rules and regulations. As a result, the concept of law as a social engineering tool must be used optimally to create a new order that will gradually create a good legal culture (Shalihah & Adhayanto, 2016). Members of the community follow the applicable legal provisions due to their high legal awareness. If legal awareness is low, the level of compliance with the law will be low as well.

## CONCLUSION

The parties must be aware of their legal obligations under work agreements and collective labor agreements so that a harmonious working relationship can be created. Under these circumstances, the main entry point for a harmonization solution in industrial relations is a collective bargaining agreement using a local wisdom approach, namely, deliberation and consensus between the parties. This is intended so that the obligations that have been regulated in the laws and regulations in terms of working relations can be maintained after the agreement of the parties is reached. In addition, clauses relating to the justification for making a new agreement that cancels the previous work agreement for a certain period of time can be implemented. It is hoped that the addition of a collective labor agreement will make the measurement of legal knowledge more precise. That way, the fulfillment of the rights of the parties can run optimally because legal awareness in the implementation of a work agreement for a certain time is the most important solution to establish the rule of law in order to create a harmonious working relationship.

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