



# THE 3<sup>rd</sup> INTERNATIONAL CONFERENCE AND CALL FOR PAPER

“Legal Development in Various Countries”



**IMAM AS SYAFEI BUILDING**  
Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

**UNISSULA PRESS**

ISBN. 978-602-1145-67-8

September



2017

# **The 3<sup>rd</sup> PROCEEDING**

“Legal Development in Various Countries”

**IMAM AS SYAFEI BUILDING**

Faculty of Law, Sultan Agung Islamic University

Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Diterbitkan oleh :  
**UNISSULA PRESS**

**ISBN. 978-602-1145-67-8**

## **The 3<sup>rd</sup> PROCEEDING**

“Legal Development in Various Countries”

Reviewer:

Prof. Dr. H. Gunarto, S.H., S.E., Akt., M.Hum

Dr. Hj. Anis Mashdurohatun, S.H., M.Hum

Prof. Henning Glaser

Prof. Dr. I Gusti Ayu Ketut Rachmi Handayani, MM

Prof. Shimada Yuzuru

Prof. Associate Dr. Dr. Ahmad Zaharudin Sani

Editor:

Dr. Amin Purnawan., S.H., CN., M.Hum

Dr. Hj. Widayati., S.H., M.H

Dr. Hj. Sri Endah Wahyuningsih, S.H., M.Hum

Dr. H. Ahmad Khisni., S.H., M.H

M. Abdul Hadi., SE

**Hak Cipta © 2016, pada penulis**

Hak Publikasi pada penerbit UNISSULA PRESS

Dilarang memperbanyak, memperbanyak sebagian atau seluruh isi dari buku ini dalam bentuk apapun, tanpa izin tertulis pada penerbit.

Hal i-x, 1-391

**Cetakan Pertama Tahun 2017**

**Penerbit UNISSULA PRESS**

Jl. Raya Kaligawe Km. 4 Semarang 50112

PO BOX 1054/SM,

Telp. (024) 6583584, Fax. (024) 6594366

**ISBN. 978-602-1145-67-8**

## INFORMATION OF THE CONFERENCE AND CALL PAPER

**WORLD CLASS ISLAMIC UNIVERSITY**  
**UNISSULA**  
SULTAN AGUNG ISLAMIC UNIVERSITY

# Welcome to Participants on International Conference

## "LEGAL DEVELOPMENT IN VARIOUS COUNTRIES"

*This conference tries to reviews different theories of legal development in order to highlight their similarities and differences. And focusing on the development of law in both developed and developing countries and its role in shaping a good future.*

**KEYNOTE SPEAKER:**  
**Prof. Henning Glaser**  
Thammasat University, Thailand

**IMAM AS SYAFEI BUILDING**  
Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Organized by : Faculty of Law Sultan Agung Islamic University (UNISSULA) Semarang-Indonesia

**SPEAKERS :**

1. Prof. Shimada Yuzuru  
Nagoya University, Japan
2. Prof. Dr. Ruzian Markom  
Universitas Kebangsaan Malaysia, Malaysia
3. Prof. Dr. I Gusti Ayu Rachmi, S.H., M.M  
Sebelas Maret University, Indonesia
4. Assoc Prof. Dr. Ahmad Zaharuddin S.  
Universitas Utara Malaysia, Malaysia
5. Dr. Anis Mashdurohatus, S.H., M.Hum  
Sultas Agung Islamic University, Indonesia

Indonesia, September 05<sup>th</sup> 2017

**WORLD CLASS ISLAMIC UNIVERSITY**  
**UNISSULA**  
SULTAN AGUNG ISLAMIC UNIVERSITY

# International Conference

## "Legal Development In Various Countries"

*This conference tries to reviews different theories of legal development in order to highlight their similarities and differences. And focusing on the development of law in both developed and developing countries and its role in shaping a good future.*

**KEYNOTE SPEAKER:**  
**Prof. Henning Glaser**  
Thammasat University, Thailand

**IMAM AS SYAFEI BUILDING**, Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Organized by : **Faculty of Law UNISSULA**  
Semarang-Indonesia

**FACULTY OF LAW**  
Sultan Agung Islamic University

5  
September  
2017

**SPEAKERS :**

1. Prof. Shimada Yuzuru  
Nagoya University, Japan
2. Dr. Hilaire Tegnau, LL.M.  
Faculty of Law, Sorbonne University
3. Prof. Dr. Ruzian Markom  
Universitas Kebangsaan Malaysia, Malaysia
4. Prof. Dr. I Gusti Ayu Rachmi, S.H., M.M  
Sebelas Maret University, Indonesia
5. Assoc Prof. Dr. Ahmad Zaharuddin S.  
Universitas Utara Malaysia, Malaysia
6. Dr. Anis Mashdurohatus, S.H., M.Hum  
Sultan Agung Islamic University, Indonesia

This Conference And Call Paper was held by the Faculty of Law, Sultan Agung Islamic University (UNISSULA) Semarang, on:

Day: Tuesday

Date : September 5<sup>th</sup> 2017

Time : 08:00 - 15:00 pm

Place : Imam AsSyafei Building 3<sup>rd</sup> Floor

Faculty of Law, Sultan Agung Islamic University, Semarang, Indonesia

Jl. Raya Kaligawe Km. 4 PO. BOX.1054 Telp. (024) 6583584 Fax.(024)6582455  
Semarang 50112

**COMMITTEE OF THE 3<sup>rd</sup> INTERNATIONAL CONFERENCE  
AND CALL FOR PAPER  
“LEGAL DEVELOPMENT IN VARIOUS COUNTRIES”**

---

Responsible Person	: Prof. Dr. H. Gunarto.,S.H.,SE.,Akt.,M.Hum	(Dean)
Advisory	: Dr. Hj. Widayati.,S.H.,MH Arpangi.,S.H.,M.H Dr. Hj. AnisMashdurohatun,S.H,M.Hum Dr. H. Ahmad Khisni.,S.H.,M.H Dr.H. Umar Ma'ruf, SH.,Sp.N.,M.Hum Kami Hartono.,S.H.,M.H	(Vice Dean I) (Vice Dean II) (Head of PDIH) (Head of M.Kn) (Head of MIH) (Head of S1)
Chairwoman	: Dr. Hj. AnisMashdurohatun,S.H,M.Hum	(Head of PDIH)
Secretary	: Dr. Hj. Sri Endah Wahyuningsih,S.H,M.Hum	(Secretary of PDIH)
Treasurer	: Dr. Hj. Sri Kusriyah.,S.H.,M.Hum	(Secretary of MIH)
Drafting Team	: Dr. H. Amin Purnawan.,SH.,CN.,M.HumH Denny Suwondo.,S.H.,M FaisolAzhari.,S.H.,M.Hum Hj. AryaniWitasari.,S.H.,M.H	
Event Division	: Anita.,S.S.,M.H	
Secretariat and Supplies Division		
Coordinator	: M. Abdul Hadi.,SE	
Member	: Slamet Ariyanto Dyan Teguh Aryanto, Amd M. Ngaziz.,S.H.,M.H Hendro Widodo.,S.H.,M.H NailulMokorobin.,S.Psi AgusPrayoga	
Publication and Documentation Division	: Ikrom.,S.H	
Member	Ahmad Mutohar.,S.H Achmad Arifullah.,S.H.,M.H	
Consumption Division	: Shinta Pratiwi	
Member	Latifah Rosdiyati.,S.E Siti Pardiyah Laili Rohmah.,S.E Laila Najihah.,S.H	
Receptionist	: Riftia Anggita W.S.,S.H Auliana	
General Assistant	: Riswanto NurAlamsyah Rofiq	
Security	: Rohmani Arif	
Driver Irwanto	: Ismail	

## PREFACE

---

Assalamu'alaikum, Wr. Wb

First of all, let's say Thanks to Allah, who has been giving us guidance, happiness, healthy, and mercy, so we can finish this conference proceeding without any obstacles. Praise and salutation upon our prophet Muhammad saw the last messenger, the best figure of this universe; the person who was able to save us from Jahiliyah era.

We would like to extend our thanks to the invited speakers: **Prof. Henning Glaser from Thammasat University, Prof. Shimada Yuzuru from Nagoya University, Hilaire Tegan, Ph.D from Sorbone University, Prof. Dr. I Gusti Ayu Ketut Rachmi Handayani, MM from SebelasMaret University, Dr. Zaharudin from Universiti Utara Malaysia, and Dr. Anis Mashdurohatun, S.H., M.Hum from Sultan Agung Islamic University.**

This is our third International conference and call for paper held by Faculty of Law, Sultan Agung Islamic University. This annual conference tries to gain any information and studies done by academician and practitioner to be discussed as guidelines to exchange and discuss views on the most important recent on Legal Development happens in both developed and developing countries and its role in shaping a good future, and to discuss the challenges and practical aspects in integrating competition law enforcement and guidelines to develop legal state in accordance with the diversity of all countries around the world. We hope this conference brings benefit for both participants and our faculty.

We are pleased to have your critique, suggestion and correction in order to make us better. Finally, we do thanks to all who helped this conference. May Allah guide us to always develop useful knowledge for human being.

See you in our fourth International and call for paper next year.

Wassalamualaikum, Wr. Wb

Semarang, September 5<sup>th</sup> 2017

**Chairman of the Committee,**



**Dr. Anis Mashdurohatun, S.H., M.Hum**  
**NIDN : 06-02105-7002**

## **GREETING FROM THE DEAN OF FACULTY OF LAW**

---

*As-salamu'alaikum Wr. Wb.*

Thank to Allah SWT is an absolute act that we must say after conducting the International Conference and Call for Paper by theme: “**Legal Development in Various Countries**” which is held by Faculty of Law, Sultan Agung Islamic University (UNISSULA) Semarang, on September 5<sup>th</sup> 2017.

This conference tries to reviews different theories of legal development in order to highlight their similarities and differences. In the end, as in contract theories, no monist view of legal development possesses the explanatory power needed to understand how law has come to be and where it may take us in the future. What we do have is a foundation built on at least two millennia of legal history. The intellectual starting point for this project is Nathan Isaacs' unfinished work on a cycle theory of legal development. His view of legal development takes issue with Henry Sumner Maine's thesis that development in advanced legal systems is progressive in nature. And, more importantly for the current undertaking, that this progression is linear in nature. Instead, Isaacs' review of thousands of years of Jewish legal development indicated that legal development perpetually progressed in cycles.


Therefore, to discuss more about legal development or law reform, Faculty of Law, Sultan Agung Islamic University is confidence to conduct a conference by the theme “**Legal Development in Various Countries**” focusing on the development of law in both developed and developing countries and its role in shaping a good future.

Finally, we thank to the presenters, article senders, and comittee who have contributed in this event, so that this international seminar ran well.

*Wassalamu'alaikum Wr. Wb.*

Semarang, September 5<sup>th</sup> 2017

Dean,



**Prof. Dr. Gunarto, SH, SE, Akt, M.Hum**  
NIDN.062004670

## TABLE OF CONTENTS

---

Front Page .....	i
Information of the International Seminar .....	ii
Committee Composition .....	iii
Preface .....	iv
Greeting From The Dean Faculty of Law .....	vi
<b>THE IMPACT OF ARTICLE 3(1) OF MALAYSIAN CONSTITUTION TOWARDS JUDGMENT MADE IN CIVIL COURT</b>	
Ahmad Zaharuddin Sani Sabri .....	1
<b>INTANGIBLES INTELLECTUAL PROPERTY DEVELOPMENT CONCEPTS AS BANKING PRINCIPLES IN INDONESIA</b>	
Anis Mashdurohatun .....	11
<b>THE HISTORICAL DEVELOPMENT OF THE FRENCH LEGAL SYSTEM</b>	
Hilaire Tegnan .....	23
<b>JAPANESE CONSTITUTION AND STATE SYSTEM</b>	
Shimada Yuzuru .....	29
<b>POWER AND PROCESSES UNDER THE THAI CONSTITUTION 2017”</b>	
Henning Glaser .....	38
<b>JURIDICAL NORMATIVE REVIEW OF DIFFERENT RELIGIOUS MARRIAGE</b>	
Doni Adi Supriyo .....	38
<b>THE IMPLEMENTATION OF ROLES AND FUNCTIONS OF REGIONAL HOUSE OF REPRESENTATIVES (DPRD) BASED ON LAW STATE FRAMEWORK TO ACHIEVE GOOD GOVERNANCE</b>	
Agus Sukadi .....	65
<b>OPTIMALIZATION OF THE ROLE OF THE DPRD (Regional House of Representative) IN THE PREPARATION OF REGIONAL REGULATIONS</b>	
Budi Alimudin .....	81
<b>THE PROGRESSIVE LEGAL THEORY IN THE IMPLEMENTATION OF LAW ENFORCEMENT BY THE LAW ENFORCER (POLICE, PROSECUTOR, JUDGE)</b>	
Teguh Santoso .....	99



<b>CRIMINAL POLICIES IN LEGAL ACCOUNTABILITY AGAINST FACILITATION OF HEALTH SERVICES AND HEALTH PERSONNEL IN DISTRIBUTION AND SALES OF HARD DRUGS FOR SALE WITHOUT PRESCRIPTION DOCTORS</b> Teguh Santoso .....	99
<b>CRIMINAL POLICIES IN LEGAL ACCOUNTABILITY AGAINST FACILITATION OF HEALTH SERVICES AND HEALTH PERSONNEL IN DISTRIBUTION AND SALES OF HARD DRUGS FOR SALE WITHOUT PRESCRIPTION DOCTORS</b> Yadi Supriyadi.....	111
<b>RECONSTRUCTION OF PATIENT LEGAL PROTECTION HOSPITAL IN USE OF X-RAY IN THE HEALTH BASED FIELD OF JUSTICE</b> Andhika Yuli Rimbawan.....	127
<b>CORRUPTION ASSET RECOVERY THROUGH STATE CIVIL LAWSUIT</b> Sujono.....	139
<b>THE EFFECTIVENESS OF GUIDANCE OF CHILD PRISONERS IN ADULT PRISON</b> Wilsa .....	147
<b>URGENCY OF VOTERS PARTICIPATION ON THE REGIONAL HEAD ELECTION IN THE STATE OF DEMOCRACY</b> <b>(Study: Voters Participation On Governor and Vice Governor Election in Indonesia in2015)</b> Dewi Haryanti .....	152
<b>COMPARATIVE RULES ON DETENTION IN SOME COUNTRIES</b> Dewi Haryanti .....	158
<b>THE DEVELOPMENT OF LAW OF BUYING AND SELLING LAND IN INDONESIA</b> Lilik Warsito .....	169
<b>INDONESIAN LEGAL DEVELOPMENT PROGRESSIVE LAW APPROACH TO BUILD THE LAW IN INDONESIAN SENSE</b> Wendra Yunaldi .....	179
<b>REMOTE SENSING TO THE INDONESIAN SURFACE OF THE FOREIGN SATELLITE AND THE SOVEREIGNTY OF INDONESIA</b> Ruman Sudradjat.....	186
<b>THE CONSTRUCTION OF THE RAHN SYARIAH LAW IN THE LEGAL SYSTEM OF WARRANTIES OF INDONESIA</b> Suryati .....	194
<b>THE DEVELOPMENT OF ISLAMIC LAW IN THE LEGAL SYSTEM IN INDONESIA</b> Sumarwoto .....	194

<b>CONTRACT ABOLITION DUE TO UNDUE INFLUENCE (LAW RECONSTRUCTION OF OBLIGATION THE CIVIL CODE IN INDONESIA)</b> Bahmid .....	210
<b>FIDUCIARY GUARANTEE PROBLEMATIC WITH OBJECTS INVENTORY IN CREDIT AGREEMENT</b> LathifahHanim and MS.Noorman.....	214
<b>LEGAL POLICY OF INVESTIGATOR IN CASE SETTLEMENT CRIMINAL VIOLENCE IN THE HOUSEHOLD</b> Anwar Sanusi Simanjuntak.....	222
<b>INDUSTRIAL RELATIONS COURT'S VERDICT IN THE CASE OF CERTAIN TIME WORKING AGREEMENT (PKWT) BECOME UNCERTAIN TIME WORKING AGREEMENT (PKWTT) (Analysis of Industrial Relations Court's Verdict Number : 37/G/2011/PHI.Mdn)</b> MangarajaManurung .....	222
<b>DOMESTIC COMPANY LAW "PMDN" AFTER SHARE PURCHASED (ACQUIRED) BY FOREIGN CITIZENS OR FOREIGN LEGAL AGENCIES</b> M. IrfanIslamiRambe .....	245
<b>GUARANTEE OF RICE FARMS HAVE NOT YET BEEN HARVESTED IN SIMALUNGUN REGENCY</b> RiduanManik.....	245
<b>LEGAL PROTECTION OF CONSUMERS IN CONSUMER FINANCING AGREEMENTS</b> Imelda Mardayanti .....	267
<b>THE AUTHORITY OF PERFORMING A DEATH PENALTY ACCORDING TO THE DOCTRINE OF LOVE OF JESUS CHRIST IN THE BIBLE</b> Dame Pandiangan.....	278
<b>CRIMINAL ACCIDENT OF NARCOTICS, APPLICATION OF LAW NUMBER 35 YEAR 2009 AND JUDICIAL DECISIONS IN THE COURT COUNTRY KISARAN</b> Muhammad SalimFauziLubis .....	283
<b>ISLAMIC LAW STUDY ABOUT DAM TAMATU' HAJJ FOR INDONESIAN JAMAAH HAJJ FOR PEOPLE'S CONSULTATION</b> Muthoam .....	290
<b>IS RICH AND POOR UNIFORM IN PATENT LAW</b> AbdThalib.....	299

<b>PREVENT VIOLENT ONLINE VIDEO GAMES THROUGH LEGAL CONSTRUCTION</b> Yenny AS, Charlyna S. Purba, Hendrik .....	309
<b>COMMUNITY PARTICIPATION IN THE FORMATION OF LOCAL REGULATION BASED ON JUSTICE (Analysis of Political Interaction and Law)</b> NursidWarsonoSetiawan .....	314
<b>THE ROLE OF POLITICAL PARTIES IN RECRUITMENT OF CANDIDATES FOR REGIONAL HEAD AND DEPUTY REGIONAL HEADS BASED ON LAW NO. 32 YEAR 2004 (CASE STUDY IN PURBALINGGA AND CILACAP)</b> Anton Budiarto .....	324
<b>THE BASICS AND THE FUNCTIONS OF FINGERPRINTS OF MURDER PERPETRATORS</b> AchmadSulchan, Annisa .....	343
<b>RECONSTRUCTION OF DIFFERENT TYPES OF MENS REA TO PROVE CORRUPTIONBASED ON JUSTICE VALUES</b> ArifAwaludin .....	349
<b>PRINCIPLES OF FAIR LAND REGISTRATION (STUDY OF PUBLIC SERVICE OF LAND REGISTRATION IN INDONESIA)</b> Shalman .....	355
<b>INDEPENDENCY AND IMPARTIALITY OF AD HOC JUDGE INDUSTRIAL RELATIONS COURT (PHI) IN RESOLVING DISPUTES</b> ResyDesifaNasution .....	378
<b>CONSTRUCTION WORK CONTRACT IN GOVERNMENT BASED VALUE OF BENEFIT</b> MokhamadHilman.....	387
<b>SHARIA ECONOMICS DISPUTE RESOLUTION IN RELIGIOUS COURT INSTITUTIONS</b> Amanah .....	400
<b>WOMEN PROTECTION POLICY FROM PHYSICAL VIOLENCE BASED ON JUSTICE VALUES</b> HadjarHandokojati .....	417
<b>LEGAL ANALYSIS ON THE IMPLEMENTATION OF DIRECT APPOINTMENT OF PROCUREMENT SERVICESOF GOVERNMENT’S PROJECT</b> HumalaSitinjak.....	424
<b>RECONSTRUCTION ON CORRUPTION ACT AND SHIFTING BURDEN OF PROOF ON THE SETTLEMENT OF CORRUPTION IN INDONESIA</b> IbnuHadjar.....	434

<b>COMPARATIVE RELIGIOUS APPROACH IN THE DEVELOPMENT OF NATIONAL CRIMINAL LAW SYSTEM</b> Sri EndahWahyuningsih.....	443
<b>LEGAL STUDY OF DECISIONSSUPREME COURTS</b> <b>NUMBER: 85 K / Pid.Sus / 2012Contract Abolition Due to Undue Influence</b> <b>(Law Reconstruction of Obligation the Civil Code in Indonesia)</b> Ismail.....	449
<b>THE EXISTENCE AND RECONSTRUCTION OF SALE AND PURCHASE FIQH MADHAB SYAFI'I IN GLOBALIZATION ERA</b> <b>(Sale and Purchase Practice Study in PondokPesantrenTahfidzul Qur'an Al-Asy'ariyahWonosobo Central Java and PondokPesantren Al-Munawir Krapyak Jogjakarta)</b> Machfudz.....	457
<b>RECONSTRUCTION OF LEGAL SANCTIONS ON BUILDING FAILURE IN LAW NO.2 YEAR 2017 ON CONSTRUCTION SERVICES BASED ON THE VALUE OF BENEFIT</b> SubhanSyarief .....	466
<b>THE CONSTRUCTION OF RESIDENTIAL SERVICES AND CIVIL REGISTRATION BY THE GOVERNMENT OF PEMATANGSIANTAR CITY IN PERSPECTIVE OF PUBLIC SERVICES LAW NO: 25 2009</b> PandapotanDamanik.....	485
<b>CRIMINAL RESPONSIBILITY AND CIVIL RESPONSIBILITY ACCORDING TO COMMON LAW FOR A MAN WHO HAS SEXUAL INTERCOURSE BEFORE LEGAL MARRIAGE</b> MangembangPandiangan .....	485
<b>INTERNATIONAL SEMINAR PHOTOS .....</b>	512

**INDUSTRIAL RELATIONS COURT'S VERDICT IN THE CASE OF CERTAIN  
TIME WORKING AGREEMENT (PKWT) BECOME UNCERTAIN TIME  
WORKING AGREEMENT (PKWTT)  
(Analysis of Industrial Relations Court's Verdict Number : 37/G/2011/PHI.Mdn)**

**Mangaraja Manurung**  
[manroeraza@yahoo.com](mailto:manroeraza@yahoo.com)

The Student of Law Doctoral Programme UNISSULA

**ABSTRACT**

That According to article 1 point 14 Law Number 13 Year 2003 regarding Manpower, working agreement is an agreement between a worker / laborer and an employer that contains the terms of employment, rights and obligations of the parties.

In Article 56 paragraph (1) of Law Number 13 Year 2003, known 2 (two) forms of certain time working agreement that is, Working Agreement of Certain Time (PKWT) and Working Agreement of Uncertain Time (PKWTT). The provisions concerning the amendment of PKWT to PKWTT have been regulated in Article 57 paragraph (2) and Article 59 paragraph (7) of Law no. 13 of 2003 and Article 15 of the Decree of the Minister of Manpower and Transmigration No. RI. Kep.100 / Men / VI / 2004.

The procedure for resolving disputes between Workers and Employers is conducted through the stages regulated in Law no. 2 Year 2004 ie from non litigation process at Bipartite level by the parties and Mediation by a Mediator or a conciliator in the Office of Employment Agencies subsequently through Litigation examination at the level of Industrial Relations Court.

In the author's search, that the case of PKWT became the PKWTT, the Entrepreneur (Ic Defendant) filed a Cassation Appeal to the Supreme Court in Jakarta, which in the end the decision of the Industrial Relations Court at the Medan District Court in his legal considerations has been corroborated by the Cassation Judge at the Level Supreme Court and Incrach has been in accordance with its verdict Number: 599K / PDTSUS / 2012.

**Keyword : Working Agreement, Certain Time Working Agreement Become Uncertain Time Working Agreement, Judge's Verdict of Industrial Relations Court.**

## Background

The Unitary State of the Republic of Indonesia is a state based on the law (rechtsstaat) not on mere power (machtstaat).<sup>1</sup> The other principles relating to the basic principle above and one of the most important is that in the rule of law, everyone is equal before the law without distinction based on race, religion, social standing and wealth.<sup>2</sup> Thus, to regulate the relations among its citizens in order to avoid clashes between interests, a rule or law in Indonesia is required to ensure legal certainty for every Indonesian citizen.

Qualified law is a law that contains the values of justice for the whole society and in accordance with the will and aspirations of society, therefore a good law will guarantee the certainty of rights and obligations in a balanced manner to each person. The purpose of law, in addition to maintaining legal certainty also keeps the joints of justice living in society.<sup>3</sup>

The law has the function as a means of community renewal and mastery of society so that the law needs to be built in a planned way so that law as a means of community renewal can run harmoniously, in harmony, in harmony and in turn legal life reflects justice, social benefits and legal certainty.

Article 27 paragraph (2) the constitution of Republic of Indonesia 1945 stipulates that every citizen shall have the right to work and a decent living for humanity. This Article gives the meaning that the state guarantees the right of everyone to obtain protection and comfort in carrying out its work. The intended safeguards are to guarantee equality and treatment without discrimination on any grounds to realize the welfare of the workers and their families by keeping in mind the progress of the business world and the interests of employers.

In relation to the Working Agreement of Certain Time (PKWT) become a Working Agreement of Uncertain Time (PKWTT), then this can be seen from case data to the Industrial Relations Court in Medan District Court from 2011 to August 2013 ie there are 48 cases and has increahrt as many as 39 cases. From the case that has been increahrt, the author sets Verdict case No. 37 / G / 2011 / PHLMdn dated August 3, 2011 which has been corroborated by the Industrial Relations Court on the Supreme Court.

---

<sup>1</sup> See Explanation of the Constitution of Republic Of Indonesia 1945 (Post Amendment), Sinar Grafika, Jakarta, 2002, page 67

<sup>2</sup> Mochtar Kusumaatmadja and Arif Sidharta, Introduction to Law Science, Alumni, Bandung, 2000, page 135.

<sup>3</sup> Wasis S. P, Introduction to Law Science, UMM Press, Malang, 2002, page 21.

## A. Working agreement

By general law (*lex generalis*) the understanding of the agreement has been regulated in the provisions of Article 1313 of the Civil Code: "A covenant is an action by which one or more persons commit themselves to one or more persons".

By a special law (*lex specialist*) the meaning of the Working Agreement pursuant to the provisions of Article 1 point 14 of Law Number 13 Year 2003 states: "Working Agreement is an agreement between a worker / laborer and an employer or employer that contains the terms of employment, rights and duties the parties". Furthermore, in the provisions of Article 1 point 15 stated: "Working relationship is the relationship between employers and workers based on work agreements, which have elements of work, wages and orders. The provisions of Article 50 of Law Number 13 Year 2003 states that employment relationship occurs because of an employment agreement between employers and workers or workers.

The working relationship referred to Law Number 13 Year 2003 is a work engagement sourced from the agreement, but does not include a working engagement sourced from law. The provisions of an existing employment or employment contract are not the part of the contract law, therefore it is said that the terms of the working agreement are not complementary law. This means that the terms of the employment agreement are forced to mean that the terms of the working agreement in the labor law must be obeyed or followed.<sup>4</sup>

Soepomo provides a definition of employment relationship, namely:<sup>5</sup>

"A relationship between a worker and an employer, in which the employment relationship occurs after an working agreement between the two parties. They are bound in a treaty, on the one hand the workers are willing to work with wages and employers hire workers on a wage basis. "

Thus, the existence of this working relationship hence the birth of labor agreement. Working relationships occur when an employee provides his or her expertise and energies to another person (employer or employee) in exchange for a sum of money. The working relationship must be done regularly and continuously, to distinguish it from the circumstances that a contractor is free to make an appointment only for a particular job, then he goes and sells his services elsewhere. The work can be done for a certain and uncertain period of time,

---

<sup>4</sup> Hardijan Rusli, *Labor Law 2003*, Ghalia Indonesia, Jakarta, 2004, page 70.

<sup>5</sup> Imam Soepomo, *Labor Law of Employment Affairs*, Djambatan, Jakarta, 2001, page 1.

long or short, or until a particular job is completed, but generally the parties are more regularly bound.<sup>6</sup>

Based on the above provisions, then in the working agreement must be met 3 (three) elements, as follows:

1. There are people under the leadership of others. In the working agreement, there's exist the "command" element, the position of both parties is not the same that the one position above (the ruling party), while the other position under (the governed). This unequal position is called the sub-ordinance relationship and there is a mention of official relations;
2. The harvest of work means to do "work". Here we do not use the term to do the work because the term has a double meaning. The term to do the work may mean the leasing of labor or work harvest. In the labor lease that is involved in labor is human labor, so wages as a contractor is viewed from an economic point of view. In the work harvest, which is involved in the work is the man himself so that wages as a contractor is viewed from an economic social point of view;<sup>7</sup>
3. The existence of "wages", this is stipulated in Article 1 number 30 of Law Number 13 Year 2003 are: "Workers' rights received and expressed in the form of money in return of the employer or employer to the stipulated workers and paid in accordance with an working agreement, agreement or legislation, including allowances for workers and their families for a work or service that has been or will be done ".

### **B. Requirements of Certain Time Working Agreement.**

As with any working agreement in general, a Certain Time Working Agreement must meet material and formal requirements in order for the agreement to be binding and be a law to the parties who made it. The following are the requirements of the Working Agreement of Certain Time according to the provisions of Law Number 13 Year 2003 and its implementing regulations.

In the case of Article 1320 of the Civil Code, the material requirements of the validity of a contract are generally the same as the working agreement which is regulated in Article 52 paragraph (1) of Law Number 13 Year 2003 concerning Manpower. According to the Civil Code, the position of the parties is the same or equal, but in the working agreement as

---

<sup>6</sup> S.B. Marsh and J. Soulsby translated languages by Abdulkadir Muhamad, Law of Contract, PT. Alumni, Bandung, 2006, page 314.

<sup>7</sup> See, A. Ridwan Halim and Sri Subiandini Gultom, Sari of Actual Labor Law, PT. Pradnya Paramita, 1987, page 1.



described above, there is no equal status between the ruled workers and the employer as the ruling and paying party so that, when we examined more deeply, the principle difference between the agreement in general and the working agreement in particular, is a fact that can not be denied. However, it is not the case in the terms of the working agreement, since the parties to the working agreement, although in principle have equal and equal standing and degree, but because of the various aspects that surround it, the reality shows that the position and the degree to which the party the working agreement becomes unbalanced.<sup>8</sup> Next will be reviewed the subjective and objective requirements of the validity of the Working Agreement of Certain Time as referred to Article 52 paragraph (1) of Law Number 13 Year 2003 on Manpower.

### **Work Specification in a Certain Time Working Agreement**

As described above, there is a multi-interpretive opportunity in the category of permanent and non-permanent employment, core and support work may cause deviations in practice. In the Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004 there are several articles regulating work specifications that can be done with PKWT, among others in Article 3 and Article 12, namely:

1. A Certain Time Working Agreement for a job that is completed or temporarily completed for a duration of 3 (three) years shall include among others:<sup>9</sup>
  - a). certain time working agreements for work that are once completed or temporary are certain time working agreements based upon the completion of a particular job.
  - b). The maximum period is 3 (three) years.
  - c). In the case of certain work that is agreed upon, the certain time working agreement can be completed sooner than the one agreed then the particular employment contract term is broken by law when the work is completed.
  - d). In the certain time working agreement based on the completion of certain work must be stated the limit of a job is declared complete.
  - e). In the case that a Certain Time Working Agreement is made on the basis of the completion of a specific work but because of such conditions the worker has not been able to complete a renewal of the Working Agreement of Certain Time.
  - f). Such renewals shall be made after exceeding the grace period of 30 (thirty) days after the termination of the working agreement.

---

<sup>8</sup> Djumadi, Working Agreement, Raja Grafindo Persada, Jakarta, 2004, page 27.

<sup>9</sup> Article 3 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

- g). During the 30 (thirty days) day period there is no working relationship between workers and employers.
- h). The parties may arrange other matters set forth in the agreement.

2. A Certain Time Working Agreements for seasonal employment:<sup>10</sup>

- a). Seasonal jobs are jobs that are subject to season or weather.
- b). Certain working time agreements made for such work may only be made for one type of work in a particular season.
- c). The work to be done for the work is only applicable to workers who do additional work.
- d). Employers who employ workers / laborers under the PKWT for additional workers / laborers should make a list of names of workers / laborers who undertake additional work.<sup>11</sup>

3. A Certain Time Working Agreement for workers relating to new products:<sup>12</sup>

- a). Certain time working agreements may be made with the worker / laborer to perform work related to new products, new activities or additional products that are still in trial or exploration.
- b). Such certain time working agreements may only be made for a maximum period of 2 (two) years and may be renewable for a maximum of one (1) year.
- c). Such certain time working agreement can not be renewed.
- d). Such certain time working agreement may only be made to workers who perform work outside of the company's usual work.<sup>13</sup>

4. Daily Freelance Working Agreement:<sup>14</sup>

- a). For certain jobs that vary in terms of time and volume of work and wages based on attendance, it can be done with a daily freelance working agreement.
- b). The daily freelance working agreement is made on the condition that the worker / laborer works less than 21 (twenty one) days in 1 (one month).

---

<sup>10</sup> Article 4 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

<sup>11</sup> Article 6 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

<sup>12</sup> Article 7 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

<sup>13</sup> Article 9 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

<sup>14</sup> Article 10 Decree of the Minister of Manpower and Transmigration Number: KEP.100 / MEN / VI / 2004

- c). In the case of a worker / laborer working 21 (twenty-one) days or more for 3 (three) months consecutively or more then the day-to-day work contract shall be changed into an indefinite period of employment agreement.
- d). A freelance daily working agreement that meets the provisions referred to such matters is exempt from the terms of the term of a certain time working agreement in general.

From the provisions above, this implementing rule adds a certain time Working Agreement namely Daily Freelance for certain work which varies in time and volume of work and wages based on attendance, can be done with daily working agreement, and done provided that the worker / laborer works less than 21 (twenty one) days in 1 (one) month.

From this provision, the type of work in this Daily Freelance Agreement may also result in an interpretation since it is possible to open the possibility of a core business and is exempt from the provisions of a specified period of working agreement to be made less than 21 (twenty-one) days. This will also open up opportunities for abuse in practice.

### **1. Construction and Systematic of Legal Event**

After the authors describe the main points of the Verdict which became the object of this study as described above, the legal construction of the problems constructed by the Panel of Judges by sorting 3 (three) principal legal events and establishing 3 (three) juridical problems is already very right.

The Panel of Judges formulates the subject matter of the arguments of the Plaintiff's claim and the Response of Defendants I and II to describe the legal event occurring in the legal relationship or the working relationship between the Plaintiff as the worker with Defendant I and Defendant II divided by 3 (three), namely:

1. Working relationship between Defendant I and the Plaintiff based on Certain Time Working Agreement (PKWT);
2. Defendant I diverts the work of the Plaintiff into a working relationship with Defendant II, which is a service provider company;
3. Defendant II terminated the employment relationship with the Plaintiff on the grounds that the Plaintiff has resigned;

With the division of th legal event above, the Panel of Judges establish 3 (three) juridical issues that must be proven, namely:

1. Is the action of the Defendant I who employed the Plaintiff under the PKWT (Certain Time Working Agreement, is it valid based on the applicable law?);

2. Does the action of the Defendant I transfer the work of the Plaintiff to the responsibility of the Defendant I is legal or lawful based on the applicable law?
3. Is the action of the Defendant II who terminated the working relationship with the Plaintiff on the grounds that the Plaintiff has resigned, is valid or legal based on the applicable law?

The construction of these events and legal matters provides a coherent systematization of the event or legal event taking place between the Plaintiff and Defendant I and the Defendant II, which will greatly affect the systematic judicial consideration of the next Panel of Judges, which ultimately takes a conclusion in the decision.

Then with the systematic events of law and legal matter in each event will make it easier in sorting out the evidences relevant to each legal event as has been described by the Panel of Judges in its decision. From the research and consideration of any evidence will be found in the trial of legal facts, which will prove any legal event argued by the Plaintiff or denied by the Defendant.

From the submission of evidence, the principle of justice has been applied in the provision of evidence, as both Plaintiff and Defendant are given the opportunity to file evidence. In accordance with the provisions of Article 283 RBg. Because the contents of the Plaintiff's claim are denied by the Defendant, the obligation of the Plaintiff to verify the arguments of the lawsuit, whereas the Defendant may present the evidence of the opponent (*tegen bewijs*) to strengthen the arguments of his objection.

In consideration of the evidence, the principles of justice and legal certainty and usefulness have also been used by the Panel of Judges, since all of the evidences of the Plaintiffs and Defendants I and II as relevant are considered. Whereas irrelevant evidences of resignation letter, evidences of transfer of the Plaintiff's work relation from Defendant I to Defendant II may be disregarded, even though they have sufficient evidential power. This is because in the legal event between the Plaintiff and Defendant I and with the previous Defendant II there has been sufficient evidence to declare that the PKWT between the Plaintiff and Defendant I has become the PKWTT, so that the work of the Plaintiff by law shall turn into a legal relationship with Defendant I. The consequence of all acts the law as far as the relationship between the Defendant II and the Plaintiff is declared invalid and is considered absent, and therefore the resignation of the Plaintiff to the Defendant II and the termination of the Defendant II's employment relationship to the Plaintiff is also declared invalid and is considered absent.

In forming the construction and systematics of legal events in the a quo case, it appears that the Panel of Judges must study the peristiwasosiologis that encompasses each law event itself to be able to formulate it well.

## **2. Construction of Legal Considerations**

### **a. In the Exception.**

Prior to elaborating on the subject matter, the authors deem it necessary to describe the judge's considerations in the Exception, because there is an interesting point in it, because in its Exception it is implicitly and explicitly the Defendant I states Exceptions to the absolute competence of the Industrial Relations Court but the title of the Defendant's Exception is a vague lawsuit (obscuur libel).

In its legal considerations, the Panel of Judges has interpreted the provisions of Article 56 jo. Article 81 jo. Article 86 of Law Number 2 Year 2004 which stipulates 4 (four) types of industrial relations disputes which are the powers of the Industrial Relations Court are not partial but integral, meaning that the conception of industrial relations disputes claims is cumulative or merger.

From its legal considerations, the Panel of Judges dismisses the absolute competence exceptions, which should be decided in the Intimative Verdict before the final verdict, but views it only as an exception of obscuur libel. It then appears that the Panel of Judges applies the law not only to one provision, but to consider the interpretation of several provisions of the articles that are related to each other. This is certainly something that is indeed the duty of the judge to be able to see deeper context and conception of the existing legal provisions. This is where the philosophical thinking ability of a judge is required, so that not only becomes a mere mouthpiece of the law.

### **b. In the Principal Case.**

After the authors scrutinize the judges' verdict in the case of a certain time Working Agreement into a Working Agreement of Indefinite Time, it turns out that the Panel of Judges first outlines the relevant legal provisions of the law as a basis for applying to any legal event connected with legal facts which found in the trial. Therefore, it can be said that the Panel of Judges has applied the juridical provision as a form of legal certainty at the beginning of each consideration, as stipulated in the provision of Article 100 of Law Number 2 Year 2004: "In making the judges' decision considering the law, existing agreements, customs and justice" .

b.1. In the working relationship between the Plaintiff and the Defendant I tied to a Certain Time Working Agreement.

For legal events in the form of legal relationship or working relationship between Plaintiff and Defendant I bound with PKWT, the provisions of Article 59 paragraph (1) to paragraph (7) of Law Number 13 Year 2003 jo. Article Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No. KEP.100 / MEN / 2004.

Only then did the Panel of Judges examine the available evidence to obtain legal facts in the hearing. Then the legal facts are matched with the juridical provisions, but it turns out the Panel of Judges does not just apply the law alone, because in its consideration the Panel of Judges interpret the type of work of Plaintiff who is personnel personnel, administration and cashier is a work that is fixed and the principal (core bussiness ), not a support job.

As outlined in Chapter II, fixed or core (core bussiness) and non-permanent jobs still offer multi-interpretation opportunities, because they do not detail exactly what the work is. So here is the ability of the Judge to be tested in order to exercise his or her authority granted by law, ie to do legal interpretation if the legal provisions are less clear or incomplete.

Furthermore, for the terms of the Working Agreement update of a certain time in the form of a period of 30 (thirty) days after the expiration of a certain previous term of employment, the Panel of Judges has also interpreted that the employment relationship must be terminated in the period of rest.

Based on these two interpretations, it becomes clear that certain time work agreements are not in accordance with the provisions of law in the two articles, either conceptionally or grammatically or the sound of the article. Therefore the Panel of Judges concludes that the act of the Defendant I hired the Plaintiff on the basis of a Certain Time Working Agreement is invalid and further declared the working relationship between Defendant I and the Plaintiff by law changed to the Uncertain Time Working Agreement.

From the incidents above, it shows in practice that employers in this case Perum Pegadaian have used the interpretation of permanent employment into non-permanent employment in order to use the Working Agreement of Certain Time in employing their workers (ic. Plaintiff).

Thus the judge's decision becomes very important in pursuing law enforcement, this is where the principle of certainty and legal benefit is clearly visible. Furthermore, the decision of the judge who has *incracht* can be used as a reference even the legal basis in the form of jurisprudence if followed by other judges.

b.2 In the assignment of the Plaintiff's outsourcing Defendant I to Defendant II.

The consideration of the Panel of Judges on the transfer of this employment relationship also begins by basing on the juridical provisions of Articles 64 through Article 66 of Law Number 13 Year 2003. Furthermore, the Panel of Judges examines the evidence presented by the parties in the hearing to obtain legal facts, then the Panel of Judges relates it to the juridical provisions to conclude the transfer of the employment relationship.

In the subsequent legal considerations, the Panel of Judges uses the application of hierarchical legislation as set forth in Article 111 paragraph (2) and Article 124 paragraph (2) of Law Number 13 Year 2003 which in essence is that corporate rules / collective labor agreements shall not contrary to the provisions of the prevailing laws and regulations and in the event that it is contradictory, the applicable provisions of the law shall prevail.

The Panel of Judges based on the legal fact of the Decision of the Board of Directors of Perum Pegadaian Number: 3013 / SDM.100321 / 2004 dated October 20, 2004 which appointed Defendant II (Era Permata Sejahtera) as a provider and manager of labor not directly related to the process production of Perum Pegadaian, which includes: cashier, administrative officer, security unit and driver (driver) as of 20 October 2004.

### **Period and Termination of a specified time agreement**

Law Number 13 Year 2003 has stipulated a certain time working agreement expressly in Article 59 paragraph (3), the maximum limit that may be agreed only 2 (two) years and can be renewed or renewed for one time only and for time 1 (one year). Thus the term of a certain time working agreement shall not exceed 3 (three) years, however, for reasons that are urgent for certain types of work with the permission of the Minister of Labor, such provisions may be disregarded.

If we examine the separation of the rules on extension and renewal of the working agreement for a certain period of time, there is a difference. Based on the provisions outlined above, the extension of a specified period of working agreement is to resume the employment relationship after the term of the working agreement for a specified period of time, so there is no termination of employment. While renewal of the working agreement of a certain time is a new working relationship after the first working agreement of the first period ends, with a 30 (thirty) day grace period, so in the renewal of the certain time working agreement of termination of employment that is for 30 (three) days.

In this case, it is contradictory, on the one hand the government makes a certain time working agreement policy protecting the workers, but on the other side it is the government-

owned company that violates the policies it has made itself, the principle of justice has been violated by the government itself. Therefore, the law-abiding culture applies not only to the worker alone, but the entire community involved in it must uphold the law as one of the objectives of the law.

From the description of the legal culture aspects of human moral behavior when affecting the achievement of legal objectives of justice, legal certainty and expediency. Not only workers, employers or government officials are employed in the field of employment, but the morals and integrity of judges is a must in examining and adjudicating industrial relations disputes cases to achieve legal objectives.

Judges are defenders of justice, and fairness goes beyond "fairness" because it weighs all aspects impartially and not just a compromise / equilibrium of interests. The judge who acts as a "utility maximizer" by being a means of interest (popularity of media, money, office, etc.) has lost his dignity.<sup>15</sup>

The word "moral" and having a religious root, the word "the Just One" entrusted the duty to the human (judge) to represent the Godhead in deciding cases. Thus the Judge with the "solemn eyes" decides cases (Acts of the Prophet Solomon).

Based on the moral nature of judges as the representative of God in the world decide upon industrial relations disputes as described above, the dignity of judgment ruling is not solely derived from the legal system, but also also from the personal integrity of judges, that integrity can also correct the existing legal system. Integrity is related to the religious faith (fear of God) and not merely rational calculative (fear of death).<sup>16</sup>

The judgment is the result of the mind plus the jump of the will. The mind is a "battleground" of motives, moods and interests. The task of judges "discernment" is to distinguish the various motives, interests and moods tsb.dengan conditions "detachment". So a fair verdict is a wisdom plus heart that longs for justice that goes beyond the likes / dislikes.<sup>17</sup>

## CONCLUSION

1. Arrangement of a Certain Time Working Agreement (PKWT) into an Uncertain Time Working Agreement (PKWTT) in Law Number 13 Year 2003 on Manpower and its

---

<sup>15</sup> Budi Suhardiman, Dr. MA. Opcit,

<sup>16</sup> Compare *ibid.*

<sup>17</sup> *ibid.*



organic rules, namely Minister of Manpower and Transmigration Decree No. KEP.100 / Men / VI / 2004 is clearly and firmly establishing its terms and legal sanctions.

2. Mechanisms and procedures for settling industrial relations disputes in cases of Certain Time Working Agreements (PKWT) into Uncertain Time Working Agreements (PKWTT), namely:

- a. At the non litigation level: bipartite negotiations and mediation
- b. At the litigation level is a lawsuit to the Industrial Relations Court.

The role of government agencies engaged in employment in mechanics and industrial relations dispute settlement processes is not binding because it does not have the authority to declare a Certain Time Time Working Agreement to be an Uncertain Time Working Agreement, since only an Industrial Relations Court is an institution authorized to assign a Certain Time Working Agreement and Uncertain Time Working Agreement.

3. In the Judge's Verdict of the Industrial Relations Court in the case under investigation, although its legal provisions are clear, but in its application the Panel of Judges conducts an interpretation of the terms of the Certain Time Working Agreement and the employment relationship to the service provider company, exploring the philosophical and sociological concepts, the conclusion of each legal event becomes clear the basis and reason. In the verdict that the author thoroughly, the principle of justice, legal certainty has been manifested in the process of examining and adjudicating a quo case.

## BIBLIOGRAPHY

### A. Books

- Asikin, Zainal, *Labor Law Basics (Understanding, Nature and Nature of Labor Law*, Raja Grafindo Persada, Jakarta, 1993.
- Asyhadie, Zaeni, *Employment Law Law Employment Affairs Division*, Raja Grafindo Persada, Jakarta, 2007.
- Ashshofa, Burhan, *Legal Research Methods, Second Matter*, Rineka Cipta, Jakarta, 2003.
- Friedman, Lawrence M., *American Law An Introduction*, Tata Nusa, Jakarta, 2001.
- Fuady, Munir, *Dynamics of Legal Theory*, Ghalia Indonesia, Bogor, 2007.
- Hamzah, Andi, *Civil Procedure Law, Liberty*, Yogyakarta, 1986.
- Judge, Ridwan, *Actual Labor Law, Pradnya Paramitha*, Jakarta, 1987.
- Husni, Then, *Introduction to Labor Law of Indonesia*, Raja Grafindo Persada, Jakarta, 2003.
- \_\_\_\_\_, *Industrial Relations Dispute Settlement Through Courts and Outside Courts*, Raja Grafindo Persada, Jakarta, 2004.
- Harahap, M. Yahya, *Civil Procedure Code, Crtakan Fifth*, Sinar Grafika, Jakarta, 2007.
- Joni, Muhammad and Zulechaina Z, *Tanamas, Legal Aspects of Child Protection and Perspective Convention on the Rights of the Child*, Citra Aditya Bakti, Bandung, 1999.
- Kusumaatmadja, Mochtar and Arif Sidharta, *Introduction to Law Science*, Alumni, Bandung, 2000.
- Kelsen, Hans, *Pure Law Theory, (Normal Legal Basis)*, Translation Raisul Muttaqien, Nusamedia & Nuance Bandung, 2006.
- Neuman, W. L., *Social Research Methods*, Allyn and Bacon, London, 1991.
- Nitibaskara, Ronny Rahman, *Enforce the Laws Use the Law, Book of Compass*, Jakarta, 2006.
- Mertokusumo, Sudikno, *Introduction to the Law of Introduction*, Liberty, Yogyakarta, 1996.
- \_\_\_\_\_, *Indonesian Civil Procedure Code*, Liberty, Yogyakarta, 1998.
- Manning, C and Diermen, P. Y, *Indonesia Amid the Transition of Social Aspects of Reform and Crisis*, LKCS, Yogyakarta, 2000.
- Moleong, Lexy J., *Qualitative Research Methodology*, Youth Rosdakarya, Bandung, 2002.
- Muhammad, Abdulkadir, *Law and Legal Research, Print. III*, Citra Aditya Bakti, Bandung, 2004.
- Rawls, John, *Theory of Justice*, Pustaka Pelajar, Yogyakarta, 2006.
- Salman, R. Otje and Anton F. Susanto, *Theory of Law*, Refika Aditama, Bandung, 2004.
- Sunaryati, Hartono, C. F. G., *Political Law Towards One National Legal System*, Alumni, Bandung, 1991.
- Sunggono, Bambang, *Legal Research Methodology*, Raja Grafindo Persada, Jakarta, 1997.
- Supomo, Faith, *Introduction to Labor Law, Revised Edition*, Djambatan, Jakarta, 2003.
- Suwarto, *Industrial Relations In Practice, Prints I*, Association of Industrial Relations Indonesia (AHII) Jakarta, 2005.
- Soekanto, Soerjono, *Introduction to Legal Research*, UI Press, Jakarta, 1996.
- \_\_\_\_\_, and Sri Mamudji, *Normative Law Research A Brief Review, Issue One, Seventh Printing*, King Grafindo Persada, Jakarta, 2003.
- Sedarmayanti & Syarifudin Hidayat, *Research Methodology*, Mandar Maju, Bandung, 2002.
- Soejono, Wiwoho, *Labor Agreement and Its Relationship to Labor Pancasila*, Melpon Putra, Jakarta, 1991.
- Sentosa Sembiring, *Association of Regulations of the Republic of Indonesia Regarding Employment*, Nuance Aulia, Bandung, 2005.

Silaban Gerry and Solomon Warin-wind, Rights and Or Liability of Manpower and Employers / Managers Arranged In the Regulation of Safety and Employment Law, USU Press, Medan 2008.

Tjokroamidjojo, Bintoro and Mustofa Adidjoyo, Theory and Strategy of National Development, Haji Mas Agung, Jakarta, 1988.

Wasis S. P, Introduction to Law Science, UMM Press, Malang, 2002.

Wijayanti, Asri, Labor Law Post Reformation, Sinar Grafika, Jakarta, 2009.

## **B. Legislation**

1945 Constitution.

Book of Civil Code (Civil Code).

Law Number 13 Year 2003 on Manpower, State Gazette of the Republic of Indonesia Year 2003 Number 39, Supplement to the State Gazette Number 4279.

Law of the Republic of Indonesia Number 2 Year 2004 on Industrial Relations Dispute Settlement, State Gazette of the Republic of Indonesia Year 2004 Number 6, Supplement to State Gazette of the Republic of Indonesia Number 4356.