Implementation Of Law Number 11 Of 2020 Concerning Employment Creating In The Making Of Collective Labor Agreements (PKB)

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Abstract

Abstract In Industrial Relations, disputes often occur between workers and employers, which can be caused due to incompatibility regarding the manufacture, and/or changes to the working conditions applied in work agreements, or company regulations or collective bargaining agreements, or a lack of ability to understand a statutory regulation. Based on this, the author is interested in conducting research on the Implementation of Law Number 11 of 2020 Concerning Job Creation in Making Collective Labor Agreements (PKB). In this study the authors conducted research using normative legal research methods or legal research literature research which mainly used literature or secondary data. The type of data used in this study was secondary data, namely by using primary legal materials and secondary legal materials collected. through library research. In fact, the Collective Labor Agreement is a means for the parties (companies and workers) in building industrial relations, so that problems that occur within the scope of employment can be minimized and can be anticipated.

Keywords: Implementation, Making, Collective Labor Agreement

Introduction

The current development of the Indonesian economy is one of the impacts of industrial development in Indonesia. On the other hand, the Indonesian nation also implements a process of democratization and transparency in the process towards a just and prosperous society that is evenly distributed both materially and spiritually, in the context of increasing human welfare and dignity, which is based on Pancasila and the 1945 Constitution. Industrial development in its development is certainly inseparable. from labor issues that can lead to conflict between workers and employers.

In the provisions of Article 1 paragraph (1) of Law Number 13 of 2003 concerning Manpower it states, "Employment is all matters relating to labor before, during, after the working period. The working relationship between workers and employers is stated in the provisions of Article 1 paragraph (15) of Law Number 13 of 2003 concerning Manpower (UUK), which states that "the relationship between employers and workers/laborers is based on work agreements, which have elements of work, wages , and orders" further in Article 1 paragraph (16) UUK states that, industrial relations is a system of relations formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers/laborers, and the government based on on the values of Pancasila and the 1945 Constitution of the Republic of Indonesia (Sugeng, 2022).

Understanding Industrial Relations, of course, will also discuss employment and the government's role in enforcing rights and obligations between employers and workers/labor unions. The most fundamental thing in the Concept of Industrial Relations is an equal partnership between Workers and Employers who both have the same interests, that is, they both want to improve their standard of living and develop the company (Hermawati S., 2021). Industrial Relations, which is the spirit of employment in Indonesia, actually runs on Pancasila. There are Pancasila values contained and implemented in labor regulations in Indonesia.

The working relationship between workers and employers was originally part of civil law/private law, which applies the general principles of contractual law. One of the legal principles most touted and most wanted by capital owners in contract law is the principle of freedom in making contracts (work agreements), namely a principle that gives freedom in making a contract (work agreement) to the parties, this freedom in form, free to determine the content and form of the contract (work agreement), free to determine what is not desired to be included in the contract (work agreement) without any intervention or interference from any party including the state. However, in its development, the current working relationship has shifted into public law where there is a role for the state to be present and provide protection to the weak. The principle of freedom to make contracts (work agreements) does not mean unlimited freedom, because the state must intervene to protect socially and economically weak parties or to protect public order, decency and decency (Official, 2020).

In Industrial Relations, disputes often occur between workers and employers, which can be caused by the lack of conformity regarding the manufacture, and/or changes to the working conditions applied in work agreements, or company regulations or collective bargaining agreements, or a lack of ability to understand a legislation. Industrial Relations Disputes according to Article 1 point 1 Law Number 2 of 2004 Concerning the Settlement of Industrial Relations Disputes, namely: "Differences of opinion that result in conflict between employers or a combination of entrepreneurs and workers/labor or trade unions/labor unions due to disputes over termination of employment and disputes between trade unions/labor unions in one company".

After the enactment of Law Number 11 of 2020 concerning Job Creation or better known as the "Omnibuslaw", it created controversy and rejection among workers/labor unions and community groups because it contained articles that reduced/reduced the rights of workers. Rejection from the public, especially workers/workers' unions, is caused by the presence of the Job Creation Law being considered detrimental to the workers, which is due to the fact that several provisions previously regulated by Law Number 13 of 2003 concerning Manpower have changed, including those related to: 1) Wages Minimum; 2) severance pay; 3) Work contract; 4) Outsourcing; 5) Working Time; and 6) Termination of Employment (Maerani, 2021).

The employment relationship is based on a work agreement as stipulated in the provisions of Article 1 paragraph (15) of Law Number 13 of 2003 concerning Employment UUK), which states that "employment relationship is a relationship between an entrepreneur and a worker/laborer based on a work agreement, which has an element of jobs, wages, and orders. If we interpret the provisions of the article, the position of the worker/laborer is very weak, where the rights and obligations between the worker and the employer contained in an agreement are binding for both parties, this is in accordance with the provisions of Article 1338 of the Civil Code which reads "All agreements that made legally valid as a law for those who make it. This means that when referring to the provisions of Article 1337 of the Civil Code, the parties are given the freedom to make and arrange the contents of an agreement themselves, as long as they do not violate statutory provisions, public order and decency, and meet the requirements for a valid agreement, are not prohibited by law, in accordance in accordance with prevailing customs, and as long as the agreement is executed in good faith (Munir, 1999).

Workers' rights arising from an employment relationship must be based on an employment agreement. The Manpower Law also recognizes work agreements which are defined as agreements between workers/laborers and employers or employers which contain terms of employment, rights and obligations of the parties. Apart from that, in working relations, the term Collective Labor Agreement (PKB) is also known. The fundamental difference between PKB and a work agreement lies in its validity and the parties who make it. The PKB is made jointly through

a negotiation between the company and the trade union as workers' representatives, so that it is hoped that both workers and employers can have their interests protected in carrying out work relations.

The Collective Labor Agreement (PKB) is an agreement so that in making it in general it still refers to the provisions of Article 1320 of the Civil Code regarding the legal terms of the agreement. In order for the PKB to be considered valid and binding on the parties, neither the company nor the workers' union may include provisions that conflict with the applicable laws and regulations. If the PKB contains provisions that conflict with statutory regulations, then the provisions will be null and void by law.

Keberadaan Peraturan Perusahaan tidak boleh mengesampingkan Perjanjian Collective Labor, because in a hierarchical position the Collective Labor Agreement (PKB) is higher than Company Regulations, however, when referring to the principle of Lex Superior Derogat Legi Inferior, namely higher Regulations overrule lower regulations, then the existence of Company Regulations and Collective Labor Agreements (PKB) may not overrule or ignore Law Number 13 of 2003 concerning Manpower. If a company has Company Regulations and a Collective Labor Agreement (PKB), then the Collective Labor Agreement (PKB) will apply. Therefore implicitly the Collective Labor Agreement is a reference in making regulations in the company. If the employment agreement only involves individuals between employers and workers, however, in a Collective Labor Agreement (PKB) it involves all workers represented by trade unions or several work unions with employers or a combination of employers, as well as involving the government when registering the agreement. Joint Work (PKB) that has been agreed upon.

The current condition is the fact that there are still many companies that do not have a Collective Labor Agreement (PKB) due to the lack of attention from employers who do not understand the intent and purpose of making a PKB, which is sometimes considered to only benefit the workers, so that employers are reluctant to hold negotiations to make a work agreement. Together (PKB) and prefer to use Company Regulations made by Entrepreneurs themselves. In fact, in order to create a harmonious, dynamic and fair working relationship, an agreement is needed between employers and workers' unions contained in the Collective Labor Agreement (PKB), because one of the biggest benefits for both parties is that in determining the contents of the agreement regarding their rights and obligations, applying the principles of freedom of contract, which means that both employers and unions have a stake in expressing their will without coercion.

Solichin argues that the notion of implementation is formulated in short that to implement (implement) means to provide means for carrying out (provide the means to carry out something) to give practical effect to (create an impact/effect on something). From this definition, implementation can be interpreted as a process of carrying out implementation decisions (usually in the form of laws, government regulations, judicial decisions, presidential orders or presidential decrees) (Solihin, 2004).

Law is a human juridical will. This will triggers a shared awareness (not individual) of a human society to form legal regulations. In order to guarantee an orderly coexistence, regulatory actions are needed, the form of which is law. According to the assumption of Stammler's Theory that:

People want to do something for sure to pursue a goal. So the goal determines the action. For Stammler, actions are material, given shape by the desired goal. Because matter has been given its shape by purpose, matter and melted form become a compulsive unit. Matter and form are always an integral part of the goal. So there is no longer a clear separation between matter and form because matter is given shape by the purpose of creating an orderly coexistence.

Implementation of laws and regulations is an activity carried out to determine the extent to which these laws and regulations can be accepted and carried out by the general public, as it is implied in Law Number 12 of 2011 concerning the Formation of Legislation, that one The principle in forming laws and regulations is that they can be implemented, besides that laws and regulations must have legal certainty. The definition of law does not only view law as a set of rules and principles that regulate human life in society, but must also include the institutions and processes needed to realize this law in reality (Kusumaatmaja, 1996).

Legislation contains legal norms that are general and abstract in nature and functions to determine orders (must take actions), prohibitions (must not take actions), exemptions (may not take actions), or permits (may do actions). But besides that, laws and regulations can also contain legal norms that give the power to establish general and abstract legal norms, which contain orders and prohibitions as well as revoke or withdraw the authority/power granted by the law. With the existence of legal norms in statutory regulations aimed at regulating the order of life of the community, apart from being in accordance with the values that have been mutually agreed upon and have been established, they are also in accordance with the objectives to be achieved by the community itself.

One of the objectives of forming a legal product is to achieve legal objectives, according to Gustav Radbruch. Radbruch's legal goals put the goals of justice above other legal goals. Sequentially justice occupies the first position, and then aspects of guarantee certainty and benefit. Nevertheless, the purpose of law is considered as a unit that supports one another. (Supriyono, "Creating a Sense of Justice, Certainty and Usefulness in People's Life, 2016) Law is basically formed because of considerations of justice (gerechtigkeit) in addition to legal certainty (rechtssicherheit) and expediency (zweckmassigkeit). According to Gustav Radbruch of the three objectives of law (namely justice , expediency, and legal certainty), justice must occupy the first and foremost position of certainty and expediency.

Methods

In this study the authors conducted research using normative legal research methods or library law research, namely research that primarily uses library materials or secondary data (Soerjono Soekanto dan Sri, 2003). According to Soetandyo Wignjosoebroto, normative legal research is specifically for examining law as a positive norm, as it is written in the books or what is more accurately referred to as doctrinal research (Wignjosoebroto S. , 2022). Doctrinal research departs from normative postulates called positive legal norms and doctrines (Sunggono B. , 1997). The type of data used in this study is secondary data, namely by using primary legal materials and secondary legal materials collected through library research. In this study, the primary legal material used is Law Number 13 of 2003 concerning Manpower, Law Number. 11 of 2020 concerning Job Creation. Meanwhile, secondary legal material is in the form of literature related to the object under study. Legal materials obtained through literature study were then analyzed descriptively qualitatively.

Result And Discussion

1. To what extent do workers understand collective labor agreements in the implementation of industrial relations

Departing from an understanding that the existence of an industrial relationship begins with the existence of an agreement, in which Industrial Relations is an equal partnership between Workers and Employers who both have the same interests, namely to jointly want to improve the standard of living and develop the company.

In the provisions of Article 1 number 16 of Law Number 13 of 2003 states that industrial relations is a system of relations formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers/laborers and the government based on values Pancasila and the 1945 Constitution of the Republic of Indonesia. While the relationship between workers/laborers and entrepreneurs as actors in the process of producing goods and/or services, was born or created because of a legal relationship in the form of a working relationship.

Article 1 number 15 of Law Number 13 of 2003, states that, "Work relations are relations between employers and workers based on work agreements which have elements of work, wages and orders". Meanwhile, according to Zainal Azikin, employment relations can be interpreted as a relationship between workers and employers that occurs after a work agreement is concluded, in which the worker states his willingness to work for the employer by receiving wages and the employer states his ability to employ workers by paying wages (Z. Azikin, 2004).

Employment relations as a form of legal relationship, are born or created after the existence of a "work agreement" between employers and workers/labourers. While the work agreement, defined by Abdul Rachman Budiono as a working relationship that occurs after a work agreement is entered into between the worker and the employer, where the worker states his willingness to work for the employer by receiving wages, and on the other hand, the employer states his willingness to employ workers by paying wages. or other rewards (Budiono A. R., 2008).

In industrial relations disputes often occur between workers and employers due to the non-compliance regarding the making and/or changes to the working conditions applied in work agreements, or company regulations or collective bargaining agreements, or a lack of knowledge in understanding a statutory regulation. -invitation. Industrial Relations Disputes according to the Law on the Settlement of Industrial Relations Disputes No. 2 of 2004 Article 1 point 1, namely: "Differences of opinion that result in conflicts between employers or a combination of entrepreneurs and workers/laborers or trade unions/labor unions due to disputes over termination of employment and disputes between trade unions/labor unions in one company".

In Subekti's opinion, it states that "a work agreement is an agreement between a "worker" and an "employer", which agreement is marked by the following characteristics: the existence of a certain agreed wage and salary and the existence of a relationship above (Dierstverhanding Dutch), namely a relationship based on which one party (employer) has the right to give orders that must be obeyed by other parties (Subekti R. , Aneka Perjanjian, 1977).

According to Paul Scholten in the implementation of the agreement there are several legal principles that are used in an agreement. Legal principles are the basic thoughts that exist within and behind each legal system, which have taken the form of legislation or court decisions, and these provisions and decisions can be seen as their elaboration (Nyoman, Legal Politics, 2007). Legal principles function as a support for legal buildings, creating harmonization, balance and preventing overlap between all existing legal norms. The legal principle is also the starting point for developing a legal system and creating legal certainty that is enforced in society. The following are legal principles in contracting:

a. Freedom of Contract

The principle of freedom of contract can be analyzed from the provisions of Article 1338 paragraph (1) of the Civil Code which reads "all agreements made legally apply as laws for those who make them, this principle is a principle that gives freedom to the parties to: a) make or not make agreements; b) enter into an agreement with anyone; c) determine the contents of the agreement, its implementation and conditions; d) determine the form of the agreement whether written or oral.

b. Concsensualism

The principle of consensualism can be concluded in Article 1320 paragraph (1) of the Civil Code. The article stipulates that one of the conditions for a valid agreement is the existence of an agreement between the two parties.

c. Pacta Sunt Servanda

The principle of legal certainty, also known as the pacta sunt servanda principle, is a principle related to the consequences of agreements.

d. The Principle of good faith

Stating that the agreement must be carried out in good faith, this principle stipulates that the parties, namely the creditor and the debtor must carry out the substance of the contract based on firm trust or belief as well as the good will of the parties.

e. The Principle of personality in the provisions

Employment relations for workers give rise to rights for workers based on work agreements. The Manpower Law recognizes a work agreement which is defined as an agreement between the worker/laborer and the employer or employer which contains terms of employment, rights and obligations of the parties. The formation of a law or regulation aims to provide benefits, certainty and justice for the community, including in this case workers and employers.

Based on Article 1 number 21 of Law No. 13 of 2003 in conjunction with Article 1 number 2 of the Minister of Manpower Regulation Number 28 of 2014, PKB is an agreement that is the result of negotiations between trade unions/labor unions or several trade unions/labor unions registered with the agency responsible in the field of manpower with employers, or several employers or associations of employers which contain terms of work, rights and obligations of both parties.

Meanwhile, the definition of Collective Labor Agreement in Article 1601n of the Civil Code states that "A Labor Agreement is a regulation made by an association of employers who are legal entities, and or several unions with legal entities, concerning working conditions that must be observed when making an agreement. work (Husni L. , 2003).

Based on the results of the research and implementation of workshops in several places that the researchers visited, the fact is that there are still many companies that still do not have a Collective Labor Agreement because of the lack of attention from employers who do not understand the intent and purpose of making a CBA, because it is considered to only benefit the workers, so they are reluctant to hold negotiations. Collective Labor Agreement and prefer to use Company Regulations made by the Entrepreneurs themselves. Apart from that, another problem is the lack of understanding related to the substance that will be regulated in the collective labor agreement, even though the collective labor agreement is a means for workers and employers to obtain their rights and obligations, as well as to regulate provisions that have not been regulated in laws and regulations.

Laws that have been made and ratified by authorized institutions should be socialized to the general public so that they know and understand the content contained in these laws, the level of socialization of statutory regulations can usually run smoothly and well, but sometimes implementation is still an obstacle, the problem is not not knowing the existence of the law, but rather how the implementation of these laws and regulations has not been fully implemented or implemented, such as the collective labor agreement stipulated in Law no. 13 of 2003 concerning Employment.

2. What is the Position of the Collective Labor Agreement (PKB) in the implementation of Industrial Relations

In the provisions of Law No. 13 of 2003, Article 1 point 14 provides the meaning of a work agreement is an agreement between a worker/laborer and an employer or employer which contains working conditions, rights and obligations of both parties. Work agreements can be made in written or oral form (Article 51 paragraph (1) of Law No. 13 of 2003). Normatively, the written form guarantees the certainty of the rights and obligations of the parties, so that if a dispute occurs it will greatly assist the verification process. Where the work agreement has elements: 1) There is a job; 2) There is an order; and 3) There is a wage.

The working relationship between employers and workers occurs after the existence of an employment agreement between employers as employers and workers. Work agreements as part of agreements in general, the work agreements made must meet the requirements for the validity of the agreement as stipulated in article 1320 of the Civil Code. This provision is also contained in Article 52 paragraph (1) of Law Number 13 of 2003 which states that work agreements are made on the basis of: 1) Agreement of both parties; 2) Ability or ability to carry out legal actions; 3) There is an agreed job; and 4) The agreed work may not conflict with public order, decency, and the provisions of the applicable laws and regulations.

Meanwhile, Article 1601n of the Civil Code states that "Labor agreements are regulations made by a person or groups of employers who are legal entities, and or several unions with legal entities, regarding work conditions that must be observed when making work agreements (Husni, 2003).

Collective Labor Agreements in the Indonesian workforce have also been regulated and their position has been confirmed as a means of building industrial relations, as stipulated in Law Number 13 of 2003 concerning Manpower. Based on this, it is clear that building industrial relations must be based on a set of systematic rules governing the rights and obligations of each party. One of the rules recognized by our laws and regulations is the Collective Labor Agreement.

Law Number 13 of 2003 concerning Manpower, Article 1 point 21 states that, "Collective work agreements are agreements that are the result of negotiations between trade unions/labor unions or several trade unions/labor unions registered with the agency responsible for manpower affairs with entrepreneur or several entrepreneurs or association of employers which contains the terms of work, rights and obligations of both parties".

The existence of a collective labor agreement has a very strategic position, this is because the provisions regarding PKB are regulated in Law Number 13 of 2003 concerning Manpower and the Civil Code. Apart from that, the existence of PKB legally provides more certainty and justice for the parties who are bound in a work relationship.

Conclusion

The conclusions in this study are as follows: 1) Whereas the application of the provisions contained in the Collective Labor Agreement (PKB), is not in accordance with the provisions of Law Number 11 Concerning Job Creation, this occurs because both unions and employers do not correctly understand the provisions which is regulated in Law Number 11 Concerning Job Creation; and 2) Collective Labor Agreements (PKB) legally have a strategic position in creating harmonious and just industrial relations as long as they are made based on the good faith of the parties bound in the employment relationship.

Reference

Abdul, W. S. (2004). Analisa Kebijakan: Dari Formulasi Ke Implementasi. Jakarta: Rineka Cipta.

Admin, O. (2020, 9 27). Https://Spkep-Spsi.Org. (Serikat Pekerja Kimia, Energi Dan Pertambangan) Dipetik 9 14, 2022, Dari Https://Spkep-Spsi.Org/2020/09/27/Omnibus-Law-Ruu-Cipta-Kerja-Pekerja-Dan-Perlindungan-Negara/

Asri, A. (2016). Kedudukan dan Fungsi Perjanjian Kerja Bersama dalam Pelaksanaan Hubungan Industrial Berdasarkan Undang-Undang Nomor 13tahun 2003. Jurnal Ilmiah Hukum Dirgantara–Fakultas Hukum Universitas Dirgantara Marsekal Suryadarma, 7(1), 111-121.

Attamimi, A. H. (1992). Teori Perundang Undangan Indonesia, Makalah pada Pidato Upacara Pengukuhan Jabatan Guru Besar Tetap di Fakultas Hukum Universitas Indonesia. Jakarta: Universitas Indonesia. Fakultas Hukum.

Audrey, O'., & Marc, B. E. (2017). House of Commons Procedurre and Practice,2nd Ed. Canada.

Azikin, Z. (2004). Dasar-Dasar Hukum Perburuhan. Jakarta: Raja Grafindo Persada.

Bernard. (2016). Teori Hukum Strategi Tertib Manusia Lintas Ruang Dan Generasi. Surabaya: Cv. Kita.

Budiono, A. R. (2008). Hukum Perburuhan. Jakarta: PT Indeks.

Djumaldi. (2002). Hukum Perburuhan dan Perjanjian Kerja. Jakarta: Pt Raja Grafindo Persada.

Djumialdji, F. X. (1987). Perjanjian Perburuhan dan Hubungan Perburuhan Pancasila. Jakarta: Bina Sarana.

Fitryantica, A. (2019). Harmonisasi Peraturan Perundang-Undangan Indonesia Melalui Konsep Omnibus Law. Gema Keadilan , 300-310.

Fuady, M. (1999). Hukum Kontrak: Dari Sudut Pandang Hukum Bisnis. Bandung: Alumni.

Hermawati, S. (2021). Pengadilan Tinggi Agama Pontianak. (Pta-Pontianak.Go.Id) Dipetik November 16, 202, Dari Https://Www.Pta-Pontianak.Go.Id/Berita/Artikel/816-Perselishan-Dan-Penyelesaian-Perselisihan-Hubungan-Industrial-Oleh-Shanty-Hermawati

Husni, L. (2003). Pengantar Hukum Ketenagakerjaan Indonesia . Jakarta: Raja Grafindo Persada.

Iman, S. (2007). Asas-Asas dalam Berkontrak: Suatu Tinjauan Historis Yuridis Pada Hukum Perjanjian. Hukum Perdata.

Indrati, M. F. (1998). Ilmu Perundang-Undangan: Jenis, Fungsi, dan Materi Muatan. Yogyakarta: Kansius.

Kusumaatmaja, M. (1996). Hukum dan Masyarakat dan Pembinaan Hukum Nasional. Bandung: Lembaga Penelitian Hukum dan Kriminologi Fakultas Hukum Universitas Pajajaran, .

Maerani. (2021, 10 19). Kompasiana.Com. (Kompas) Dipetik 11 14, 2022, Dari Https://Www.Kompasiana.Com/Muhammadnurrizky8939/616ed4d606310e4

D04690722/Permasalahan-Uu-Cipta-Kerja-Omnibus-Law-Dalamketenagakerjaan-Di-Indonesia.

Mamudji, S. S. (2003). Penelitian. Jakarta: Pt Raja Grafindo Persada.

Muladi. (2019, 11 27). Kompas.Id. Diambil Kembali Dari Kompas: Https://Www.Kompas.Id/Baca/Utama/2019/11/27/Rkuhp-Sebagai-Omnibus-Law

Munir, F. (1999). Hukum Kontrak: Dari Sudut Pandang Hukum Bisnis,. Bandung: Pt.Citra Aditya Bakti,.

Nazaruddin, R. (2020). Kedudukan, Konsep Dan Keberlakuan Perjanjian Kerja Bersama Dalam Peraturan Perundang-Undangan. Badamai Law Journal, 5(1), 37-53.

Nyoman. (2007). Politik Hukum. Semarang: UNDIP.

Official, A. (2020, September 27). Spkep-Spsi.Org. (" Serikat Pekerja Kimia,Energi Dan Pertambangan) Dipetik September 14, 2022, Dari Https://Spkep-Spsi.Org/2020/09/27/Omnibus-Law-Ruu-Cipta-Kerja-Pekerja Dan-Perlindungan-Negara/

Osgar, S. M., & Wafda, V. I. (2020). Konsep Omnibus Law dan Permasalahan Ruu Cipta Kerja. Rechstaat Nieuw, 22-29.

Prayitno, S. (2020). Dinamika Ketenagakerjaan Pasca Terbitnya Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja. Banten: Sekolah Tinggi Ilmu Hukum Painan .

Prayitno, S. (2022). Sosialisasi Implementasi Undang-Undang Cipta Kerja Dalam Pembuatan Pkb Kepada Serikat Pekerja/Serikat Buruh. Cimahi.

Satrio, J. (1999). Hukum Perikatan Perikatan Pada Umumnya. Bandung: Alumni.

Sigit Riyanto,Maria S.W Sumardjono,Sulistiowati,Ari Hernawan Dkk. (2020). Ringkasan Eksekutif Kertas Kebijakan " Catatan Kritis Terhadap Uu No 11 Tahun 2020 Tentang Cipta Kerja". Yogyakarta: Fakultas Hukum Universitas Gadjah Mada.

Soerjono, S., & Sri, M. (2003). Penelitian. Jakarta: PT Raja Grafindo Persada.

Solihin, A. W. (2004). Analisa Kebijakan : Dari Formulasi Ke Implementasi. Jakarta: Rineka Cipta.

Subarsono, A. (2013). Analisi Kebijakan Publik Konsep, Teori, Dan Aplikasi. Yogyakarta: Pustaka Pelajar.

Subekti. (2002). Hukum Perjanjian. Jakarta : Intermasa.

Sunggono, B. (1997). Metodologi Penelitian Hukum (Suatu Pengantar),. Jakarta : Pt Raja Grafindo Persada.

Supriyono. (2016). "Terciptanya Rasa Keadilan, Kepastian Dan Kemanfaatan Dalam Kehidupan Masyarakat. Jurnal Ilmiah Fenomena, Xiv(2), 1567-1582.

Suryati., Ramanata, D., & Layang, S. (2021). Tinjauan Hukum terhadap Omnibus Law Undang-Undang Cipta Kerja. Simbur Cahaya, 97-111.

Umbas, R. R. (2014). Aspek Hukum Dalam Perjanjian Kerja Bersama (Pkb) Antara Karyawan Dengan Perusahaan. Lex Privatum, 167-179.

Wahab, S. A. (2004). Analisis Kebijaksanaan Dari Formulasi Ke Implementasi Kebijaksanaan Negara. Jakarta: Bumi Aksara.

Wignjosoebroto, S. (2022). Hukum, Paradigma Metode, dan Dinamika Masalahnya. Jakarta: Lembaga Studi dan Advokasi Masyarakat (Elsam) dan Perkumpulan untuk Pembaruan Hukum Berbasis Masyarakat dan Ekologi (Huma).