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An Existance Of Compensation Money For Workers At The End Of STWA

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ABSTRACT

There are many entrepreneurs who do not carry out compensation at the end of Specific Time Work Agreement (STWA). It was resulted in the rights of workers being fully protected. This research aimed to determine the existence for workers with STWA status and their legal remedies. This research was normative juridical with a per-law approach. The results showed that the entrepreneur was obliged to provide compensation money of one month, after the worker completes the contract period for one year. If the working time was less than one year, it would get the right proportionally. Violation of improper payment of compensation money, may be threatened with administrative sanctions. The legal remedy that can be made if the worker does not receive compensation money at the end of the STWA is that the worker can make bipartite negotiations. If it failed, the workers made mediation efforts to the local Department of Labor. If the mediator's recommendation was not implemented, the worker can file a lawsuit with the Industrial Relations Court. The resulting recommendation was that the Department of Labor should provide more oversight of the registration of the STWA and the enforcement of the compensation payment clause

Keywords: STWA, Compensation Money, Employment.

INTRODUCTION

In fullfill the needs of his life, man does a job [Almunir, 2020]. Work has an important meaning in human life, this is because work is a means to fulfill the lives of himself and his family. This is in line with Article 27 of the Constitution of the Republic of Indonesia of 1945 Article 27 paragraph 2 that every citizen has the right to obtain a job and get a life which is feasible.

Constitution of Employment Number 13 of 2003 Article 5 has regulated the rights that must be given to workers, including: the right to obtain a job, the right to obtaining wages, the right to obtain social security and occupational safety, the membership of labor unions, the right of female employees to pms holiday or maternity leave, restrictions on working time. These workers' rights must be

fulfilled by the company to workers both in the status of STWA and STWAT workers [Aprilianto, 2021].

STWA is valid for two years according to the Manpower Law Number 13 ta year 2003 and a maximum of 5 tahun according to Government Regulation Number 35 of 2021 which is a derivative of Law Number 11 of 2020. However, in the application of rights in a certain time work agreement (STWA) is not in accordance with the provisions stipulated in the agreement that regulates the rights that must be granted employers for workers who have STWA status(Lestari, 2022).

For workers with STWA status, after the contractual relationship ends, workers are entitled to compensation money (Sasmito K, 2021). In terms of providing compensation money, this is regulated in Law Number 11 of 2020 concerning Job Creation or what is often referred to as the Job Creation Law. This commutemoney is sometimes referred to as "severance pay" for STWA workers. Although the amount obtained is not as large as the severance pay earned by the permanent workers. However, this compensation money can be a form of appreciation given to STWA workers (Suyandi & Wijayanti, 2020). Although, in its application there are still many companies that have not practiced the provision of this compensation money to the fullest. The fact is that the employer does not provide compensation money, because it is not in the clause of the STWA contract that was signed if the STWA was made at the time before Law 11 of 2020 was implemented(Mudzakir Et Al., 2022).

From the description above, several questions arise that are the focus of research, namely: How is the existence of compensation money for workers at the end of the STWA? How can remedies be pursued by workers if they do not get compensation money at the end of the STWA?

METHODS

The research method used normative juridical with a per-law approach, namely research carried out based on the main legal materials by examining theories, concepts, legal principles and every law that related with this research. The type of data used in this research was secondary data. Secondary data included , among others, library materials related to research, secondary data coverage, namely: primary legal materials, secondary legal materials and legal materials tertiary(Zed, 2004). Data collection was carried out through a literature study. Literature study can be interpreted as a series of activities related to the library method for data collection, reading, and recording and processing research materials.

DISCUSSION AND RESULT

The existence of compensation money for workers at the end of the STWA

Employment relations can occur after an employment agreement (Wijayanti, 2020). Article 1 of Law Number 13 of 2003 defines an employment relationship as a relationship owned by an employer and a worker based on an employment agreement, which contains elements of work, wages and orders. From this understanding, it can be concluded that the definition of an employment

relationship can occur if there is an employment agreement between the employer and the worker which is made in writing or orally which contains the terms of employment, rights and obligations for workers. The employment relationship is carried out by at least 2 (two) legal subjects in terms of work (Sugiarti & Wijayanti, 2022). The legal subject in doing work is the employer with the worker. Labor relations are at the core of industrial relations(Wardani & Yustitianingtyas, 2007).

The elements of the employment relationship when viewed from Article 1 of Law Number 13 of 2003 are elements of employment, elements of wages and elements of orders. The first element is the element of work, in this case where the work is free in accordance with the agreement that has been made by the worker with the employer, as long as it is in line with and is not contrary to the regulations ofthe Act and public order.

The second element is the provision of wages that are in exchange for the work that has been done by the worker. Article 1 of Lawg Number 13 of 2003 defines wages as a right that must be received by workers in the form of money given by employers as a form of remuneration that paid for and stipulated under an employment agreement, agreement or regulation perlaw, including benefits for workers and their families for work or services that has been done.

The third element in this case is an order, in the employment relationship, the employer has the position of the employer so that in this case the employer is entitled and obliged to membe give orders related to his work. Meanwhile, the worker has a position as a recipient of orders to carry outn work. The relationship that between superiors and subordinates that has the nature of subordination (Yustitianingtyas et al., 2021).

The employment agreement is the foundation of the formation of an employment relationship (Rahayu, 2020). The employment agreement is valid if it is fulfilledthe valid conditions of the agreement. There are two conditions in the agreement, namely the condition of materil and formil (Unggul & Prakasa, 2021). The agreement of work according to Article 1 of Law and g Number 13 of 2003 is an agreement made by workers with employers containing the terms of work, rights, and the obligations of the parties.

The conditions for the validity of the agreement are at least two things, namely formal and material. Based on Article 52 of the Labor Law, the material requirements include agreement between the two parties, ability or ability to perform legal acts, the existence of the promised work, the work promised is not contrary to public order, decency, and the regulations of the applicable laws and regulations.

Agreed in this case is an agreement between the parties to the agreement. The agreement made by the worker with the employer juridically must be free. There are no defects, namely deception, coercion, oversight. Reviledn in doing legal acts. The age in the most advanced working relationship is children (14 years and below), young people (14-1 8 years), and adults (18 years and above) (Wijayanti, 2009). In this case, the age of children and young people is allowed to work as long

as they do not do work in places that can endanger their lives (Solicha & Wijayanti, 2020).
While the formal requirements include:

1. In accordance with Article 53 of Law No. 13 of 2003, it is name, company address and type of business, name, gender, age and address of the worker, job title or type of work, place of work, the number of wages and the method of payment, terms of employment containing the rights and obligations of the parties, term of entry into force of the employment agreement, place and date of employment agreement, signatures of the parties
2. The provisions in paragraph 1 letter e and must not conflict with company regulations, collective labor agreements, and legislation.
3. The employment agreement as in paragraph 1 that made in at least 2 copies, which has the same law, and the worker and each the employer gets 1 employment agreement.

The definition of an employment agreement and partnership is in terms of partnership, the element that is prioritized is mutualism, namely the second debate both parties are equal, in contrast to the employment relationship with the position of employers and workers whose nature is superiors and subordinates [Wijayanti, 2020].

One of the agreements stipulated in the employment agreement is the Specified Time Work Agreement or often abbreviated as STWA and Indefinite Time Work Agreement. A Specific Time Work Agreement (STWA) is an agreement between workers andcompanies in carrying out a certain labor relationship with a certain time. Meanwhile, the Indefinite Time Work Agreement (STWAT) is an employment relationship between workers and employers in carrying out a permanent employment relationship.

Regarding the employment agreement, it has been regulated in Article 51 undang-Law Number 13 Tahun 2003. In its provisions, the Specific Time Work Agreement (STWA) is made in writing or orally. That the agreement is in line with the regulations perlaw.

The implementation of STWA is based on the time period and completion of a job. In terms of the period as stipulated in Article 59 of Law Number 13 of 20003, namely work that end does not require a long time, work that has seasonal properties, work related to new products, new activities or additional products of a nature that are still under trial. Meanwhile, in completingannya, namely work that is once completed or temporary work. By its nature STWA cannot be implemented for work yang is fixed, STWA is temporary.

The time of the STWA work agreement in Article 59 Undang-law Number 13 of 2003 is carried out for a maximum of 2 years while in Law Number 11 of 2020 Jo Article 6 of PP Number 35 of 2021, the implementation period is a maximum of 5 (five) years. What is meant is that if the time is about to expire and the work carried out has not been completed, the worker can renew the contract in

accordance withthe agreement of the worker withan entrepreneurs, provided that the overall time of STWA is not more than 5 years.

The contents of the Specific Time Work Agreement (STWA) are regulated in Article 13 of Government Regulation Number 35 of 2021 at least containing name, company address, and type of business, name, gender, age and address of the worker, job title or type of work, place of work, the amount and mode of payment of wages, the right of obligations of employers and workers, start and term of entry into force, place and date of creation of STWA, signatures of parties involved in the STWA.

In the event that the STWA's work experiment does not regulate, if there is a period of change tothe rja this has been regulated in Article 58 of Law Number 13 Tahun 2003 Jo Article 58 Law g Number 11 of 2020 Jo Article 12 PP Number 35 of 2021 If a work trial is carried out, the agreement is null and void and still counts as a period of service. The rights received by workers who perform STWA contracts are the same as permanent workers, except that in STWA workers have the right to pay compensation money if the contract has expired. It has been stipulated in PP 35 of 2021 Article 15 that employers are obliged to give compensation money to workers with a STWA contract if the employment contract has ended.

Some changes governing specific time work agreements (STWA)

About	**Law No. 13 of 2003**	**Law No. 11 of 2020**	**PP No. 35 of 2021**
Understanding	An employment agreement between the worker and the employer in order to enter into an employment relationship within a certain time or a certain job. (Article 1 of the Decree of the Minister of Manpower and Transmigration No. 100 of 2004)	A specific time work agreement is an employment agreement between a worker and an employer in order to perform work within a certain time. (Article 1 PP No. 35 of 2021)	A certain time work agreement is an employment agreement between a worker and an employer in entering into an employment relationship within a certain time or for a certain job. (Article 1 paragraph 10)
Shape	Made in writing using, Indonesian with latin letters (Article 57)	Made in writing, using Indonesian and latin letters (Article 57)	The agreement is made in writing or orally (Article 2)
Period	A maximum of 2 (two) years and can only be extended 1 (one) time	Related provisions are regulated in government	A maximum of 5 years including the extension

	for a period of not more than 1 (one) year (Article 59)	regulations (Article 59)	period (Article 6)
Recording	Not set	Regulated in PP Number 35 of 2021	• STWA must be registered by the entrepreneur to the ministry online no later than 3 days after the STWA is signed. • If online is not yet available, the recording can becarried out in writing at the District Manpower Office / Kota no later than 7 days after the STWA is signed (Article 14)
Termination of employment	If one of the parties terminates the employment relationship before the time specified in the agreement, then the terminating party is obliged to pay compensation (Article 62)	Regulated in PP Number 35 of 2021	• If one of the parties terminates the employment relationship before the time specified in the agreement, then the employer is obliged to provide compensation money to the worker (Article 17)
Compensation	Does not regulate the existence of compensation	If a certain time employment agreement expires then the employer	The employer is obliged to provide compensation

		is obliged to provide compensation money to the worker (Article 61A) Regulated in PP Number 35 of 2021	money if the employment agreement of a certain time expires (Article 15) a. STWA for 12 months is continuously given in the amount of 1 month of wages. b. STWA for 1 month or more if less than 12 months is calculated proportionally = service period x 1-month wages: 12. c. STWA more than 12 is calculated proportionally by means of = period of service x I month of wages: 12 (Article 16)

Legal protection is the protection of dignity and recognition of human rights owned by legal subjects based on legal provisions that can protect one thing from other things(Wjayanti et al., 2019). In principle, workers with STWA status are entitled to receive compensation as award money for services that have been provided to the company (Asri Wijayanti, 2022). In Article 17 PP Number 35 of 2021 if one of the parties terminates the Employment Relationship before the expiration of the period set in the STWA, the employer must be obliged to givesk an compensation money withn the amount based on the period of STWA that has been

carried out by the pekerja. If the employer does not provide compensation when the STWA period has expired or does not provide compensation when one of the parties terminates the Employment Relationship, then entrepreneurs are subject to administrative sanctions as referred to in Article 59 PP Number 35 of 2021 in the form of written reprimands, restrictions on business activities, termination of while part or means of production and freezing of business activities.

The efforts of law that cannot betaken by workers if they do not get compensation money at the end of the STWA

The provision of compensation money for workers with STWA status is something that must be given by employers (Aprilianto & Wijayanti, 2021). This has been regulated in PP Number 35 of 2021 in Article 15 that employers are required to provide compensation money if the contract expires to workers with STWA status who have had a service life of at least one month continuously.

However, the fact is happening today is that there are still many companies turn a blind eye to this compensation [Wijayanti, 2021]. Under the pretext of a contract that has been signed by workers based on the Labor Law, namely Law number 13 of 2013. Various legal remedies have been made by STWA workers to obtain their rights regarding compensation money that was during the STWA contract. Legal remedies can be made, namely litigation and non-livalry efforts[julaicha, 2022].

The term legal remedy itself has the meaning of efforts given by the regulations per law an or legal entity in certain cases (Wijayanti & Nafiah, 2019). There are two kinds of legal remedies, namely ordinary legal remedies and foreign legal remedies. Ordinary legal remedies are attempts to counter judgments that are still not of a permanent nature. whereas the efforts of extraordinary law were made terhadap judgment which had the force of law remained.

In this case, if the employer still does not want the provision of compensation money to workers. Then workers can make three-lid and non-triple lys. The litigation path is a settlement through the court andthe non-litigation route is an out-of-court settlement, the non-litigation settlement path is often referred to as an alternative dispute resolution(Santoso & Wijayanti, 2020).

Law Number 2 of 2004 has regulated the resolution of an industrial relations disputes. There are stages that must be passed in the process of completing the industrial environment, namely bipartite. If it fails, further efforts can be made by choosing a mediation effort (carried out by an employment mediator by the district or city labor office), or conciliation or arbitration.

Bipartite accordance with Article 1 number 10 of Law No. 2 of 2004 is a negotiation carried out by two parties in this case workers and entrepreneurs to resolve industrial relations disputes. Deliberations to reach the word consensus is a way of resolving labor disputes that take precedence in bipartite. The procedure for resolving labor disputes through bipartite is regulated in Articles 6 and 7 of Law No. 2 of 2004 concerning the settlement of industrial relations disputes. Bipartite must be completed within 30 days from the start of negotiations. If one of the parties refuses within 30 days, or if there is no agreement on the outcome of the bipatrite

then the bipartite is declared a failure. If a bipartite effort fails, both parties must register their dispute with the agency responsible for employment by attaching evidence of the attempt to have been made bipartite[Prakasa&Hariri, 2021].

Mediation according to Article 1 number 11 of Law No. 2 of 2004 is the settlement of disputes over rights, interests, layoffs, and disputes between trade unions when there is an employment relationship through deliberations mediated by mediators from agencies responsible for labor. The place of mediation is in every office of the agency responsible for employment. Regarding the procedure for resolving industrial relations disputes through mediation, it is regulated in Article 8 to Article 16 of Law No. 2 of 2004 concerning settlement of industrial relations disputes. If the mediation has obtained an agreement, then the mediator is obliged to make a collective agreement signed by both parties to the dispute and witnessed by the mediator, which must then be registered with the industrial relations court in the district court where the parties entered into a collective agreement. However, if the mediation does not obtain an agreement, then the mediator issues a written recommendation, written law issued no later than 10 days since the first mediation must sud ah be conveyed to the parties, the parties shall give an answer in writing to the mediator whose contents approve or reject the written recommendation within no later than 10 hari of employment after receiving the written recommendation, parties who do not give an answer are considered to have rejected the written recommendation, in the event that the parties agree to the written recommendation then within no later than 3 working days from the time the written recommendation is approved, the mediator must assist the parties to enter into a collective agreement which is then registered in the industrial relations court.

If the collective agreement is not entered into by either party then the aggrieved party may apply for execution toa court of industrial relations l. Industrial Relations must be attempted to complete using deliberative bipartite negotiations for consensus which is completed no later than 30 days. However, if bipartite is declared a failure, then the parties to the dispute can proceed to the tripartite stage with several choices of mechanisms whether mediation, conciliation, or arbitration. All mechanisms at the tripartite level take at most 30 days to resolve disputes. In mediation and conciliation, it produces products in the form of recommendations that can be accepted or not accepted by the parties (Fadhila et al., 2021). If the parties have agreed to accept the recommendations, a collective agreement is made that must be registered with the local industrial court so that the agreement is binding and must be implemented by the parties.

Conciliation according to Law No. 2 of 2004 concerning settlement of industrial relations disputes has regulated the conciliation procedure more precisely in Articles 17 to 28. Disputes are resolved through conciliation by conciliators registered in the office responsible for employment. A conciliator is a person who has been determined by the minister and has fulfilled the requirements as a conciliator. The task of the conciliator is to conduct conciliation and is obliged to provide written advice to the parties to the dispute to resolve disputes of interest, layoff disputes or disputes between trade unions in one company. The consolidator

must conduct research on the matter within no later than 7 days of receiving a written request to resolve the dispute. The consolidator must carry out its duties within 30 days of receiving the request for dispute resolution. If you have obtained a dispute resolution agreement through consolidation, it must make a collective agreement signed by the parties to the dispute and witnessed by the conciliator who is subsequently registered with the industrial relations court. But if no agreement is reached then the conciliator issued a written recommendation, the written recommendation as referred to in letter a within no later than 10 (ten) working days from the first conciliation hearing must have been submitted to the parties, the parties must have given a written answer to the conciliator whose content approves or rejects the written recommendation within no later than 10 (ten) working daysafter receiving the written recommendation, parties who do not give their opinion as referred to in letter care deemed to reject the written recommendation, in the event that the parties agree to the written recommendation as referred to in letter a, then within no later than 3 (three) working days from the time the written recommendation is approved, the conciliator must have been able to assist the parties in making the SameAgreement Band then be registered in the Industrial Relations Court at the District Court in the territory where the parties entered into the Collective Agreement to obtain fdeed of proof of registration. However, if one of the parties rejects the written recommendation, it can proceed to resolve the dispute to the industrial relations court.

Arbitration is a last resort made in non-litigation[Wijayanti&Suhartono, 2018]. Arbitration has the meaning of resolving disputes of interest and disputes between two parties, namely employers and workers who are in one company, through the written agreement of the party to the dispute handing over the settlement of disputes to the arbitrator and the decisions that have been obtained are final and binding. An arbitrator who has the authority to resolve industrial disputesl is an arbitrator who has been appointed by the minister. Matters governing dispute resolution procedures have been regulated in Articles 29 to 54 of Law No. 2 of 2004 concerning settlement of industrial relations. Industrial relations disputes resolved by arbitration are carried out on the basis of the agreement of the two parties to the dispute, the arbitration is expressed in written form in the form of a letter of arbitration agreement. The letter of arbitration agreement is drawn up in duplicate 3 and each party gets 1 as the same force of law. The resolution of disputes made by an arbitrator must be carried out within 30 days of the signing of the letter of arbitrator agreement. The parties may extend the term of the dispute no later than 14 working days based on the agreement of the parties. The arbitrator conducts a closed examination of the dispute. The trial may be represented by the attorneys of the parties to the dispute by being proved by a special power of attorney. If either party is unable to attend the proceedings, then the arbitrator may cancel the letter of appointment agreement of the arbitrator and the arbitrator is deemed complete. If one of the parties to the dispute is unable to attend the first and subsequent proceedings then the arbitrator may examine the case and render his award in the absence of either party. The decision obtained by the arbitrator is final and binding.

The arbitral award was registered with the industrial relations tribunal in the territory of the government court.

The second legal remedy is litigation to the Industrial Law Court. Article 55 of Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes (PPHI) means that the Industrial Relations court is a special court located in the general judicial environment. The absolute competencies possessed by the Industrial Relations Court are examining and deciding in the first instance regarding rights disputes, checking and deciding in the first and last instance regarding disputes of interest, checking and disconnecting in the first instance regarding termination disputes, examining and deciding in the first and last instance regarding disputes between trade unions within one company.

A rights dispute is a dispute that arises as a result of non-fulfillment of rights, due to differences in the implementation or interpretation of the provisions of regulations per law, employment agreements, company regulations, or collective labor agreements[Wijayanti&Prakasa, 2021]. The rights provided for in this dispute are normative rights stipulated in the employment contract, company regulations, collective labor agreements, or regulations perthe Act. This dispute can occur, for example, if an employee with the status of a Certain Time Worker does not get compensation money when the contract expires, so that the worker does not giveo leh the rights he must receive.

Legal remedies that can be pursued by workers if they do not get the money kormpensasi when the contract expires is to make a bipartite settlement by way of deliberation for consensus that resolved within a maximum of 30 days, but if within 30 days one of the parties refuses to negotiate or has been negotiated but does not obtain agreement, then bipartite negotiations failed. If the negotiations reach an agreement, then the parties make an agreement which is registered in the industrial relations proceedings in the government court at the place where the agreement is held.

If bipartite fails, it can proceed to mediation The time used for negotiations is not more than 30 days to resolve the dispute. If an agreement is reached, a collective agreement is made that is registered with the industrial relations court in the district court where the agreement is held that is binding and must be implemented by the parties. However, if the mediation attempt fails, it can file a lawsuit with the Industrial Relations Court.

CONCLUSION

for workers upon the expiration of the STWA, is that workers who have completed their contract with STWA would get compensation of one month's wages if they have completed their contract for 12 months wages (one year). If the STWA is less or more than 12 months, it is calculated in proportion to the calculation of the length of service multiplied by one month of wages divided by one year (twelve), based on The Law Number 13 of 2003 Jo Article 61A of Law g Number 11 of 2020 jo Article 15, 16.17 PP number 35 of 2021. If the entrepreneur does not carry out it, it

can be subject to administrative sanctions in accordance based on The Law Number 13 of 2003 of LawNumber 11 of 2020 Jo Article 61 PP Number 35 of 2021.

Legal remedies that can be taken by workers if they do not receive compensation money at the end of the STWA is to conduct bipartite negotiations. If bipartite fails, it can make mediation efforts to the local labor department, if the mediator's recommendation is not implemented, it can file a lawsuit in the industrial court.

REFERENCES

Al Munir, H., & Wijayanti, A. (2020). Eksistensi Alat Bukti Formal Dalam Perselisihan Hubungan Industrial. Wijayakusuma Law Review, 2(01).

Aprilianto, D., & Wijayanti, A. (2021). Hak Pekerja Yang Di Phk Karena Efisiensi Pada Masa Pandemi Covid Dan Pasca Undang-Undang Cipta Kerja. Jurnal Hukum De Rechtsstaat, 7(2), 147–161.

Asri Wijayanti, C. (2022). The Utilization Of Information And Communication Technology In Industrial Relations Disputes Resolution In Indonesia. Journal Of Positive School Psychology, 6(2), 5862–5866.

Fadhila, Y. R., Bintang, S., Ningrat, A., A, T. M., Hidayat, N. A., Irawan, A. D., Qadar, A., & Sulistyo, P. (2021). Pemulihan Ekonomi Terkait Kebijakan Karantina Wilayah Akibat Adanya Penerapan Regulasi Penanggulangan Pandemi Covid-19. 87–97.

Julaicha, S., Wijayanti, A., & Sahid, M. M. (2022). The Basis Of Minimum Wages Determination For Worker In Indonesia Positive Law And Sharia. Justitia Jurnal Hukum, 7(1).

Lestari, D. P. (2022). Analisis Yuridis Normatif Pemberian Kompensasi Perjanjian Kerja Waktu Tertentu (Pkwt) Berdasarkan Undang-Undang Cipta Kerja. Jurnal Hukum Lex Generalis, 3(5), 339–349.

Mudzakir, M. H., Handayani, S., & Ahmaturrahman, A. (2022). Pengaturan Pembayaran Uang Kompensasi Dalam Perjanjian Kerja Waktu Tertentu (Pkwt) Yang Masih Berlangsung Berdasarkan Peraturan Pemerintah Nomor 35 Tahun 2021. Sriwijaya University.

Rahayu, L. P. (2020). Perlindungan Hukum Pekerja Harian Lepas Di Kabupaten Bondowoso. Justitia Jurnal Hukum, 4(2).

S, Achirotin, W. A. (2021). Keabsahan Hibah Orangtua Angkat Kepada Anak Angkat. In Umsurabaya Publishing.

Santoso, A., & Wijayanti, A. (2020). Eksistensi Dewan Pengupahan Dalam Proses Penetapan Upah Minimum. Wijayakusuma Law Review, 2(01).

Sasmito K, W. A. (2021). Perlindungan Status Pekerja Dalam Perjanjian Kerja Waktu Tertentu Yang Telah Di Re-Kontrak. In Umsurabaya Publishing.

Solicha, F. H., & Wijayanti, A. (2020). Perlindungan Hukum Terhadap Pekerja Atas Alat Pelindung Diri. Wijayakusuma Law Review, 2(01).

Sugiarti, Y., & Wijayanti, A. (2022). Critical Analysis Of Legal Protection For Workers Who Have Been Terminated Due To A Change In The Status Of Their Employment Relationship. Journal Of Positive School Psychology, 6(2),

5871–5876.
Suyandi, S. A., & Wijayanti, A. (2020). Penegakan Pidana Ketenaagkerjaan Oleh Pegawai Pengawas Ketenagakerjaan. Wijayakusuma Law Review, 2(01).
Unggul, S., & Prakasa, W. (2021). Analisis Politik Hukum Pengaruh Oligarki Dan Budaya Korupsi Di Kabupaten Bangkalan. 2(September), 329–345. Https://Doi.Org/10.18196/Mls.V2i4.11737
Unggul, S., Prakasa, W., Hariri, A., & Nuriyah, I. (2021). Social Aid Of Covid-19 Corruption : Strategy And Mitigation Policy Of Muhammadiyah East Java. 29(1), 27–45.
Wardani, R. K., & Yustitianingtyas, L. (2007). Perlindungan Hukum Terhadap Anak Perempuan Sebagai Korban Tindak Pidana Perdagangan Manusia. 21.
Wijayanti, A. (2021). Dilema Implementasi Penegakan Upah Minimum Dalam Ius Contra Legem. In Umsurabaya Publishing.
Wijayanti, A., & Nafiah, A. (2019). Payment Of Wage Under Minimum Wage For Abdi Dalem Of Keraton In Daerah Istimewa Yogyakarta. Sociological Jurisprudence Journal, 2(1), 62–66.
Wijayanti, A., & Samudra, K. P. (2021). Hak Pekerja Yang Terkena Phk Sebelum Masa Kontrak Berakhir. Jurnal Ilmiah Living Law, 13(2), 142–157.
Wijayanti, A., Suhartono, S., & Isnawati, M. (2018). Implementation Of Sharia Industrial Relationship Concepts As Alternative Solutions Of Non Litigation Legal Assistance In The Legal Pluralism In Indonesia. Implementation Of Sharia Industrial Relationship Concepts As Alternative Solutions Of Non Litigation Legal Assistance In The Legal Pluralism In Indonesia, 4(09), 1917–1923.
Wjayanti, A., Suhartono, S., Isnawati, M., & Jayadi, M. (2019). Establishing Trade Union In The Climate Change Of Employment. International Journal Of Civil Engineering And Technology, 10(3).
Wijayanti, A. (2009). Hukum Ketenagakerjaan Pasca Reformasi (Vol. 1). Sinar Grafika.
Yustitianingtyas, L., Babussalam, B., & Wijayanti, A. (2021). Pengendalian Keselamatan Penerbangan Sebagai Upaya Penegakan Kedaulatan Negara Di Ruang Udara Dan Implikasinya Di Indonesi. Jurnal Komunikasi Hukum (Jkh), 7(1), 252–265.
Zed, M. (2004). Metode Peneletian Kepustakaan. Yayasan Obor Indonesia.

Undang-Undang Dasar Negara Republik Indonesia Tahun 1945
Undang-Undang No. 13 Tahun 2003
Undang-Undang No 11 thaun 2020
Peraturan Pemerintah No. 35 tahun 2021
Undang-Undang N0. 2 Tahun 204