



## Legal Principles of Agreements in Fixed-Term Employment Agreements (Study of PT Abc's Partnership Pattern Employment Agreements After Management Decision)

**Dimitria Pawestri Kusumadewi<sup>1</sup>, Iwan Erar Joesoef<sup>2</sup>, Diani Sadia Wati<sup>3</sup>.**

<sup>1</sup>Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta, Indonesia, [dimitriapawestrik@upnvj.ac.id](mailto:dimitriapawestrik@upnvj.ac.id).

<sup>2</sup>Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta, Indonesia, [iwan.erar@upnvj.ac.id](mailto:iwan.erar@upnvj.ac.id).

<sup>3</sup>Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta, Indonesia, [dianisadiawati@upnvj.ac.id](mailto:dianisadiawati@upnvj.ac.id).

Corresponding Author: [dimitriapawestrik@upnvj.ac.id](mailto:dimitriapawestrik@upnvj.ac.id)<sup>1</sup>

**Abstract:** Employment relations in Indonesia are regulated in the 1945 Constitution and the Manpower Law, which guarantee workers' rights to employment and fair treatment. However, in practice, there has been a shift in terminology and work patterns, especially with the implementation of partnership patterns by companies to avoid employment obligations. This study highlights the implementation of partnership patterns at PT ABC which changes the status of warehouse workers to partners, thereby eliminating normative rights such as minimum wages, social security, and other benefits. Changes in terminology such as "wages" to "service fees" and "working hours" to "service hours" blur the boundaries between employment and partnership relationships. This leads to labor exploitation. This study analyzes the principles of employment agreements in partnership patterns and their impact on the protection of warehouse workers at PT ABC. The results of the study indicate that partnership patterns can be a legal loophole for companies to avoid employment obligations, so stricter regulations are needed to protect workers' rights.

**Keyword:** Employment Relationship, Partnership, Employment Law.

### INTRODUCTION

Normatively, the 1945 Constitution guarantees the right of every citizen to get a job. This is strengthened in the second amendment to the 1945 Constitution, especially Chapter XA on Human Rights (Articles 28A-28J). Article 28D states that every Indonesian citizen has the right to work and receive fair and proper compensation and treatment in employment relations. Article 28I Paragraph 4 also states that the protection, advancement, enforcement, and fulfillment of human rights are the responsibility of the state, especially the government.

An employment relationship is a legal relationship between workers and employers. An employment relationship actually has three elements, namely work, command, and pay. This is

also in line with Article 1 Number 15 of Law No. 13 of 2003 in conjunction with Law No. 6 of 2023 which states that an employment relationship is a relationship between employers and workers based on an employment agreement that includes elements of work, wages, and commands. This determines whether an employment relationship is a legal relationship or not because this classification has different consequences. If there is an employment relationship, it means there are workers and employers. And the worker has the right to legal protection and rights such as wages, social security, working hours, leave, and others. If one of the three elements of an employment relationship is absent, then the relationship is not qualified as an employment relationship. So when these three elements are met, the legal relationship can be considered an employment relationship.

Although the entrepreneurs and workers involved have a common vision or goal to advance the company, entrepreneurs tend to focus on maximizing profits, while workers are more concerned with their welfare. As a result, entrepreneurs often view improving worker welfare as a production cost that needs to be suppressed so as not to reduce the profits obtained. This situation often triggers violations of the law, where entrepreneurs use a partnership pattern to hide the actual status of a work relationship. .

In employment law, disputes regarding partnership relationships often relate to determining the type of legal relationship that actually exists and its legal consequences. In Article 1 Number 13 of Law No. 20 of 2008, partnership is defined as "business cooperation, either directly or indirectly, which is based on the principle of mutual need, trust, strengthening and benefit as it involves Micro, Small and Medium Enterprises with Large Enterprises. ."

The definition in Article 1 Number 13 of Law No. 20 of 2008 does not describe the partnership pattern in the employment context. Partnership based on a partnership agreement refers to Article 1338 in conjunction with Article 1320 of the Civil Code. Article 1338 of the Civil Code, which is the basis for a partnership agreement, includes several important principles such as freedom of contract, *pacta sunt servanda* (a binding agreement as a law for the parties who make it), and good faith.

A partnership relationship is a form of cooperation between parties that is based on the principles of mutual need, benefit and strengthening each other. For example, partnerships between large and small businesses, large and small companies, and other parties who work together based on the principle of freedom of contract. This principle of freedom of contract is the main basis for parties to make and implement agreements. Through this principle, the parties have the freedom to determine the contents of the agreement, including the rights and obligations of each party.

The implication of implementing a partnership pattern for warehouse workers is to avoid the obligation to provide normative rights regulated in Law No. 13 of 2003, such as wages, holiday allowances (THR), social security, severance pay, and compensation. This obligation is a cost that must be borne by employers in the context of an employment relationship that requires employers to fulfill the normative rights of their workers. PT ABC is an example of a warehousing company that applies the concept of partnership in employment relations, which basically positions workers as partners or service providers, not as formal employees. A significant change that occurs in this case is the use of new terms and terminology used in the partnership pattern in the employment agreement between employers and workers.

Changes in terminology such as "wages" changed to "payment for services" and "hours of work" to "hours of service" reflect efforts to reconstruct a more service-based employment relationship, rather than a formal employment relationship. This change in definition has an impact on the fulfillment of workers' rights, because PT ABC interprets the concept of partnership as a relationship that does not conform to normative employment provisions. The Fixed-Term Employment Agreement (hereinafter referred to as PKWT) for workers at PT ABC has undergone fundamental changes after the issuance of a management decision to change the employment relationship pattern to a partnership pattern. This step was taken under the pretext

of operational efficiency, but has a significant impact on the protection of workers' rights. PKWT, which previously provided protection with guaranteed employment rights, has become a gray area in partnerships that are not clearly regulated in employment law.

Changes in employment relations at PT ABC after the management decision have significant implications for the partnership pattern applied. This change encourages a shift from a PKWT employment relationship pattern to a partnership pattern that emphasizes operational flexibility and efficiency, but still presents challenges in protecting workers' rights. This change affects worker protection, especially in obtaining normative rights. This transformation requires a review of the applicable legal principles of agreements, such as the principle of freedom of contract, the principle of agreement of will, the principle of binding force of agreements, the principle of good faith, and the principle of balance between the interests of workers and the company.

This study analyzes the principles of agreement as a method to assess the validity of partnership patterns that have not been widely studied. Thus, this study is expected to provide an understanding of the impact on the protection of workers' rights in contract and employment law in Indonesia.

## METHOD

The method used in this study is to use normative legal research. This study focuses on testing legal theories, legal principles and legal concepts to be able to interpret laws and regulations. This study uses secondary data obtained through literature studies, in the form of legal materials consisting of primary legal materials, namely laws and regulations and partnership cooperation agreements and secondary legal materials, namely books and scientific works that correlate with the material to be studied by the author

## RESULTS AND DISCUSSION

### **Protection of Workers' Rights Regarding Changes to Fixed-Term Employment Agreements Following Agreement Extension Based on Management Decisions at PT ABC**

PKWT and partnership patterns have fundamental differences in employment relationships. PKWT establishes a formal employment relationship where workers are under the company with the right to wages, social security, THR, as well as provisions on working hours and overtime according to the Manpower Law. If the contract ends prematurely, workers are entitled to compensation. In contrast, partnership patterns are not subject to the Manpower Law and are considered an equal relationship between partners and companies. Partner income is in the form of profit sharing or service fees, not wages, so they do not receive THR or social security. In addition, partnership agreements are more vulnerable to unilateral termination without compensation.

PT ABC changed the employment relationship from PKWT to a partnership agreement without a clear agreement with the workers. The PT ABC Partnership Agreement must meet the requirements of Article 1320 of the Civil Code, namely agreement, competence, certain clauses, and lawful reasons in order to have legal force. Otherwise, the agreement can be canceled or null and void. This change causes workers to lose their employment rights such as minimum wages, social security, and legal protection against termination of employment. With the partnership scheme, PT ABC is no longer obliged to pay social security and other benefits, and transfers the work risk entirely to the workers. The partnership agreement implemented by PT ABC includes a clause stating that workers are not entitled to Eid Al-Fitr Allowance (THR), health benefits, and social security. In fact, Permenaker No. 6 of 2016 requires companies to pay THR to workers who have worked for at least one month. By eliminating these rights, PT ABC ignores the provisions of applicable laws and regulations.

In the concept of an ideal partnership, the relationship between partners is equal and independent, as applied in the partnership between online motorcycle taxi drivers and

application companies. Drivers have the freedom to determine their working hours and can accept or reject orders. However, at PT ABC, workers remain bound to the working hours determined by the company, work six days a week, and are prohibited from partnering with other companies. This shows a strong subordination of the company to workers, which in principle contradicts the concept of partnership which should provide flexibility and independence for partners. In practice, this partnership pattern actually reflects a formal working relationship, which should be subject to applicable employment regulations.

Based on Government Regulation No. 51 of 2023, the governor is obliged to determine the Provincial Minimum Wage (UMP) based on the recommendation of the Provincial Wage Council. The calculation of the UMP adjustment is carried out by the Wage Council by considering relevant economic factors before being submitted to the governor for determination. In the regulation, workers' wages can be determined based on time units or output units. Time units consist of hourly, daily, or monthly wages. Hourly wages only apply to part-time workers and must be based on an agreement between the employer and the worker. Meanwhile, daily wages are calculated based on the work pattern applied by the company. If the company uses a six-day work week pattern, then the monthly wage is divided by 25, while for a five-day work week pattern, the monthly wage is divided by 22.

However, in practice, the wages given by PT ABC through the partnership scheme are lower than the applicable Provincial Minimum Wage (UMP). With a six-day work week pattern, With a six-day work week pattern, workers receive wages of IDR 195,000 per day. The total working days in one month are 25 days, so the total wages received by workers per month are  $\text{IDR } 195,000 \times 25 \text{ days} = \text{IDR } 4,875,000$  per month. The wages received by workers are lower than the UMP applicable at PT ABC's work location, namely DKI Jakarta. PT ABC also implements a "no work no pay" pattern, where workers lose income if they do not come to work and are at risk of having their wages cut if they do not meet the targets set by the company. On the other hand, workers are required to independently register with BPJS Kesehatan without any contribution from the company. If within two months they do not have active membership, the company can unilaterally terminate the partnership pattern. In fact, based on Law No. 17 of 2023 concerning Health, the company has an obligation to guarantee the health of its workers .

Based on an analysis of employment practices at PT ABC, it was found that elements of employment relations such as wages, work and permanent orders were fulfilled. . The payment of "service fees" made by the company still functions as wages. The element of work is fulfilled because workers still have duties and responsibilities regulated by PT ABC, and the element of command is clearly visible from the instructions, supervision, and control carried out by the company over workers. PT ABC provides direction on how work should be done, regulates working hours, and implements a "no work no pay" policy, which shows that workers are in a subordinate position to the company.

The change in worker status from PKWT to partner at PT ABC is more like a transfer of the company's obligations to avoid labor protection inherent in formal employment relationships. PT ABC changes the pattern of employment relationships with workers to partnerships, with the aim of reducing high labor costs and avoiding the obligation to provide normative rights. In this case, the company can be more flexible in dealing with financial uncertainty. Partnerships also create a balance between profit sharing and risk. When the company faces difficulties, workers involved in the partnership also feel the impact. This can help the company reduce the burden of fixed costs and reduce the financial risks that may arise. On the other hand, the partnership system can have a negative economic impact on workers, especially in terms of income that does not match the minimum wage. In addition, many partner workers do not receive social security such as BPJS Employment, health insurance and pension insurance, making them more vulnerable to work safety.

In a partnership relationship, there is no coercion in any form, including economic helplessness of one party, and there is no economic oppression of one party against the other,

so that the rights and obligations of the parties are fulfilled without any burden of coercion. If in an ideal partnership, partners should be considered equal or have the same degree, where the rights and obligations between the two are also balanced. The pattern applied in PT ABC is more like a formal employment relationship that should be subject to applicable employment regulations. The implementation of partnerships in PT ABC creates an imbalance of rights and obligations, and violates the principles of labor protection regulated in laws and regulations.

Although PT ABC believes that the change in employee status to partner is in accordance with management policy, there are several legal provisions that provide protection for workers against changes to the agreement that are detrimental to them. One relevant provision is the Constitutional Court Decision No. 168/PUU-XXI/2023, which expressly stipulates that the maximum term for a fixed-term employment agreement (PKWT) is five years, including if there is an extension. If the PKWT period ends without an official extension, the worker's status can change to permanent worker (PKWTT). In the context of PT ABC, workers who were previously in the PKWT scheme should receive protection as permanent workers, not be transferred to partners by eliminating their employment rights. The term of the PKWT cannot be based solely on the employment agreement agreed by the worker with the employer. Therefore, this Constitutional Court decision provides certainty of protection for workers' rights in an employment relationship.

In addition, the Manpower Law, specifically Article 59 Paragraph 1 of Law No. 13 of 2003 in conjunction with Law No. 6 of 2023, stipulates that PKWT can only be applied to work that is temporary or has a clear completion deadline. If the work carried out is permanent and ongoing, then the work agreement should be converted into an Indefinite Term Work Agreement (PKWTT). In the context of PT ABC, work in the warehouse has permanent characteristics, so changing the status of workers from PKWT to partners can be seen as an effort to avoid employment obligations that should be carried out by the company.

Furthermore, if in its implementation the employer who employs workers with a PKWT pattern does not fulfill the provisions stipulated in Article 59 Paragraph 1 of Law No. 13 of 2003 in conjunction with Law No. 6 of 2023, then there are legal consequences that must be accepted by the employer. One form of protection provided by this law is stated in Article 59 Paragraph 7 of Law No. 13 of 2003 in conjunction with Law No. 6 of 2023, which states that PKWT that does not fulfill the provisions as stipulated in Paragraphs 1, 2, 4, 5, and 6 automatically changes to PKWTT.

In the challenging Indonesian legal system, the law can achieve its main goal of justice and welfare for the community by using a progressive approach. Therefore, the law should not be a tool for the interests of the authorities or politics, but must be implemented fairly and oriented towards the public interest. Therefore, the partnership system at PT ABC must ensure justice for workers. The government and the Manpower Office need to proactively supervise so that regulations are enforced for the welfare of workers and the company's legal compliance.

With the existence of various legal provisions, the change in worker status from PKWT to partnership carried out by PT ABC must be based on the principles of contract law so as not to harm workers' rights. The principle of freedom of contract emphasizes that any change in the employment agreement must be based on the agreement of both parties without coercion and still comply with the provisions of employment protection regulated in the Manpower Law.

### **Application of Legal Principles in Determining Specific Time Work Agreements that can Protect Workers' Rights**

An agreement is not just a written agreement, but also functions to ensure protection and justice for all parties involved. In the context of employment agreements, the balance between the rights and obligations of employees and employers is crucial. This principle is based on the five main principles of contract law, namely freedom of contract, consensualism, binding force of agreements, good faith and balance.

### 1. Principle of Freedom of Contract

This principle gives the parties the freedom to determine the content and form of the agreement, as stipulated in Article 1338 Paragraph 1 of the Civil Code. However, this freedom is not absolute and must still comply with applicable laws. In the case of PT ABC, the change in employment relationship from PKWT to a partnership agreement caused problems, especially because of the clause that eliminates basic worker rights such as THR and social security. Freedom of contract should not be used to eliminate the protection guaranteed by labor law. In addition, workers in a weak position often have no choice but to accept the agreement, so that the principle of freedom of contract is not fully fulfilled.

### 2. Principle of Consensualism

This principle states that an agreement is considered valid if there is an agreement between the parties without any coercion. However, in practice, workers at PT ABC do not have an equal bargaining position when faced with changes to the employment agreement. If workers are only given the choice between accepting a partnership agreement or losing their jobs, then the agreement is not entirely based on free will, but rather occurs due to economic coercion.

### 3. The Principle of the Strength of Binding Agreements (Pacta Sunt Servanda)

Every agreement that has been agreed upon has binding legal force. In the change of worker status at PT ABC, the application of this principle becomes a problem when the binding agreement actually eliminates the basic rights of workers. Although the agreement is valid according to civil law, if its contents are contrary to employment regulations, then its validity and fairness can be questioned.

### 4. Principle of Good Faith

Agreements must be executed in good faith, which means there must be no intention to harm either party. In the case of PT ABC, if the change from PKWT to partnership is done to avoid the company's legal obligations to workers, then it can be said that the principle of good faith has been violated. For example, if the company removes the worker's status as an employee so that they do not have to pay BPJS Health and social security, then this is an indication of dishonesty in the agreement.

### 5. Principle of Balance

This principle emphasizes that rights and obligations in an agreement must be divided fairly. In the case of PT ABC, the change in worker status to partner shifts the burden of greater responsibility to workers without providing equal rights. Workers are required to bear their own social security costs, while the workload remains the same as before. This condition creates an imbalance that benefits the company and harms workers, which is contrary to the principle of balance in contract law.

In the context of employment, the principle of Human Rights (HAM) affirms that every individual has the right to receive fair treatment and welfare in their work. However, the work pattern at PT ABC shows various violations of this principle, including:

#### a. No Work No Pay Pattern

Workers only get wages if they show up for work, without any guarantee of a steady income. This is contrary to Article 27 Paragraph 2 of the 1945 Constitution, which guarantees the right to work and a decent living for every citizen.

#### b. Wages Below UMP

The wages received by workers in the partnership pattern of PT ABC are lower than the Provincial Minimum Wage (UMP), so they do not meet the standards of decent welfare. This violates Article 28D of the 1945 Constitution which regulates the right to fair and decent work rewards.

#### c. No Social Security

In the partnership agreement of PT ABC, workers are required to register for BPJS independently, and the company has the right to terminate the partnership if workers do not

have active BPJS membership within two months. This policy is contrary to Law Number 39 of 1999 concerning Human Rights Article 41 Paragraph 1 which states that every citizen has the right to obtain the social security needed to ensure a decent life and support their personal development as a whole.

The change in worker status from PKWT to partnership at PT ABC raises various legal issues, especially related to violations of the principles of contract law and human rights in employment. If violations of the agreement continue to occur, it is possible that there will be a dispute between the employer and the employee. In the PT ABC partnership contract clause, it is explained that if a dispute occurs, it will be resolved through the Central Jakarta District Court. The freedom of contract applied in this agreement is not entirely valid if it conflicts with higher laws and regulations. In addition, the imbalance in rights and obligations, as well as injustice in wage patterns and social security, show that this partnership agreement benefits the company more than the employee. Therefore, it is important to ensure that every agreement made continues to comply with the principles of human rights protection, so that no party is harmed in the legal relationship.

## CONCLUSION

Based on the analysis of employment practices at PT ABC, it was found that the change in worker status from a Fixed Term Employment Agreement (PKWT) to a partnership was intended to avoid employment obligations that should be given to workers. This change eliminates workers' normative rights, such as minimum wages, social security, and benefits, and is contrary to the principles of labor protection in applicable laws and regulations.

In addition, the implementation of the partnership agreement at PT ABC does not meet the principles of contract law, such as freedom of contract, balance, and good faith. Workers are in a subordinate position and do not have the freedom to negotiate contracts, which is contrary to the concept of an ideal partnership. This practice also violates the principles of human rights in employment, including the right to a decent living and social security. PT ABC must evaluate the partnership pattern to comply with regulations. If workers remain bound by company regulations, their status should be returned to PKWT or PKWTT to avoid smuggling of employment relationships. Partnerships are only valid without subordination and strict supervision. Workers' rights, including BPJS and wages according to UMP/UMK, must be guaranteed. Changes in status must be bipartite, not unilateral. The Manpower Office needs to supervise, and workers are advised to form a union to fight for their rights. With this step, PT ABC can create a more transparent, fair, and compliant work environment in Indonesian labor law.

In addition, PT ABC needs to ensure that the protection of workers' rights, welfare, and social security are still met. The government, especially the Ministry of Manpower, can actively supervise so that the partnership pattern cannot be misused. The application of legal principles in employment agreements is not only a formality, but truly reflects justice and protection for workers in accordance with applicable regulations.

Until now, there has been no regulation that specifically regulates partnership relations with elements of subordination between workers and employers, allowing companies to take advantage of this legal vacuum. In overcoming the legal vacuum, it is necessary to establish a new law that specifically regulates partnerships with elements of subordination between workers and employers. In addition, a more proactive labor relations monitoring team is needed than workers to ensure company compliance with labor regulations and prevent misuse of the partnership system.

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