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## Provision of Compensation for Breach of Contract in Fixed-Term Work Agreements (PKWT), A Case Study of Marvel Studios Exhibition Indonesia

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**Abstract:** The purpose of this study is as an analysis related to how the Fixed-Term Work Agreement (PKWT) owned by PT Tiga Karya Makmur (PT TKM) accommodates the rights of Marvel Studios Exhibition Indonesia (MSEI) employees in accordance with applicable labor regulations. In addition, analyzing the implementation of regulations for the fulfillment of compensation for breach of contract committed by PT TKM. The research method uses a type of juridical-empirical research that combines a case approach and a statue approach. Research data was collected through interviews with resource persons / parties, namely MSEI employees. The results showed that PT TKM's PKWT has fulfilled the provisions of applicable labor regulations, including important aspects such as wages, working periods, work schedules, and the rights and obligations of the parties. However, PT TKM breached the contract by failing to pay its employees' wages on time, which violated Article 18 of Government Regulation Number 36 of 2021 concerning Wages. Then, PT TKM did not implement the regulations of Article 95 paragraph (2) of the Manpower Law and Article 61 of Government Regulation No. 36/2021 concerning Wages related to the payment of fines/compensation for late payment of salaries. However, both parties have mediated which resulted in a wage payment agreement. So that PT TKM has the validity to provide compensation in accordance with the amount agreed in the agreement.

**Keyword:** Breach of Contract, Compensation, Fixed-Term Work Agreement, Wages, Employee Rights.

### INTRODUCTION

The development of industry in the world has developed very rapidly. Nowadays, the industry has entered the development of 5.0 which causes work relations to become a crucial element in the economy and people's lives. Employment agreements are used as a common tool in regulating employment relationships in various sectors. An agreement or employment contract is an event when two or more parties agree to do something (HS, 2007). An employment contract is made as a legality of the relationship between the

company and the worker so that the rights and obligations of each party can be guaranteed. Therefore, employment agreements play a central role in regulating the interaction between companies and workers. However, the reality on the ground is often inconsistent with the content of the contract, and violations of workers' rights often occur.

Article 56 of Law Number 13 of 2003 concerning Manpower, explains that employment agreements have 2 (two) forms of agreements, namely Fixed-Term Work Agreements (PKWT) and Indefinite Time Work Agreements (PKWTT). PKWT is an employment agreement that is generally used in temporary work situations, specific projects, or seasonal work. As a binding legal instrument, the working relationship between the parties is strictly guided by PKWT. Meanwhile, PKWTT is a type of working agreement that allows the employment relationship between the company and the employee to take place without a certain time limit. In PKWTT, there is no determination of the end time or expiration period of the contract, which means that the employment relationship can last as long as the company still needs the services of the worker and the worker still meets the necessary work requirements.

Based on Article 1320 of the Civil Code, an agreement has conditions that must be implemented in order to become valid. These conditions are the agreement of the parties that binds them; the parties have the ability to engage in an engagement; a cause that is not forbidden; and a specific subject matter. The agreement is motivated by the needs or interests of each party. An important aspect of an agreement is an agreement that is commonly referred to as an achievement. Each party to an agreement has achievements that must be fulfilled. If an obligation is not fulfilled by one or each of the parties, then a breach of contract occurs.

Breach of contract is a situation where an achievement or obligation to an agreement is not fulfilled by one or each of the parties. Breach of contract is a situation where the debtor does not do something that has been agreed. In other words, he breaks a promise, breaks an agreement, or performs something that is not allowed in an engagement (Subekti, 2005). In the world of work, companies and employees have a mutual relationship. Therefore, the employment contract contains clauses that are the needs and obligations of the parties. Even though they have the same goal, it is not uncommon for problems that lead to a breach of contract on the employment contract. Such as the lack of employee discipline, the non-fulfillment of employee and company rights, the inconsistency of the agreed benefits, and so on.

In the period from June 2 to September 14, 2022, an exhibition was held, namely *Marvel Studios Exhibition Indonesia* (MSEI). The management of this event is carried out by PT Visindotama, an *event organizer* that collaborates with PT Tiga Karya Makmur (PT TKM). PT TKM acts as a labor provider through an *outsourcing* system to support the event's operations. In it, employees who are bound to a PKWT with PT TKM are involved to legalize their employment relationship during the event. However, there was a breach of contract in the implementation of this PKWT. Violations of employee rights have been committed. Therefore, there is a clash of norms or the implementation of laws that are not appropriate. Based on this background, the author will research how PT Tiga Karya Makmur's Fixed-Term Work Agreement (PKWT) accommodates the rights of Marvel Studios Exhibition Indonesia employees in accordance with applicable labor regulations and how to implement the regulations on the fulfillment of compensation for breach of contracts committed by PT Tiga Karya Makmur.

## **METHOD**

The type of research carried out is juridical-empirical which focuses on the study of applicable legal provisions and the examination of reality that occurs in society. This research method focuses on evaluating the level of community compliance with a legal norm, with the

intention of assessing the level of effectiveness of legal arrangements that are currently in force (Benuf & Azhar, 2020). In this case, the author will observe the actual situation of the problem between PT Tiga Karya Makmur (PT TKM) and Marvel Studios Exhibition Indonesia (MSEI) employees.

The problem approach applied is the case approach and the legislative approach (statue approach). The case approach is carried out by analyzing the implementation of legal rules or norms implemented in legal practice. The author uses non-judicial case studies, which are legal case studies that do not involve court intervention. The legal approach is carried out by analyzing legal issues by conducting a thorough review of the provisions of related laws or regulations. In this case study, the author analyzes the legal basis that regulates agreements, employment, and wages that apply in Indonesia (Mahmud Marzuki, 2005).

This study uses secondary data sources which include 3 (three) sources of legal materials. First, primary legal materials that include Civil Code (Civil Code), Law Number 13 of 2003 concerning Manpower in conjunction with Law Number 11 of 2020 concerning Job Creation, and Government Regulation Number 36 of 2021 concerning Wages. Second, secondary legal materials are the results of interviews with related parties, scientific journals, legal works, research results, and textbooks. Third, tertiary legal materials, namely encyclopedias and dictionaries.

Data was collected through direct interviews with MSEI. In data collection, the author conducted interviews with sources/related parties, namely:

1. "RS" contract workers who serve as Tour Guides
2. "RTP" contract workers who serve as Tour Guides
3. "JW" contract worker who serves as Tour Guide Supervisor
4. "AD" contract workers who serve as Tour Guide Supervisors
5. "KV" contract worker who serves as Tour Guide Supervisor

The interview was conducted to gain in-depth insight into the problem of breach of contract in the employment agreement between the two. Qualitative analysis is carried out on the collected data to identify patterns, themes, and contexts relevant to the legal issues being studied (Tan, 2021).

## **RESULTS AND DISCUSSION**

### **PT Tiga Karya Makmur's Fixed-Term Work Agreement (PKWT) accommodates the rights of Marvel Studios Indonesia employees in accordance with applicable labor regulations**

Employment agreements consist of 2 forms, namely Fixed-Term Work Agreements (PKWT) and Indefinite-Time Work Agreements (PKWTT). PKWT refers to an agreement between a company and an employee to establish an employment relationship within a predetermined period of time or to carry out certain tasks. Meanwhile, PKWTT, refers to an agreement between a company and workers to form an employment relationship without a specified time limit (Shalihah, 2017).

An interview conducted with "RS", one of MSEI's employees, explained that even though the event organizer of the exhibition was PT Visindotama, the employees' employment relationship was tied to PT Tiga Karya Makmur (PT TKM) as outsourcing. This binding is contained in a PKWT signed directly by the Manager of Human Resources Development (HRD) of PT TKM. The PKWT is dated May 23, 2022 and has an agreement period for June 2 to September 14, 2022. In this case, various important aspects were agreed, including the working period, work schedule, amount of wages, time of wage payment, as well as the rights and obligations of the parties. (Results of an interview with MSEI employees, "RS", Wednesday 15 November 2023)

The clauses of the agreement related to the payment of MSEI employee wages are contained in the PKWT which is binding on PT TKM, namely: **ARTICLE 4 : SALARY, PAYMENT METHODS AND DEDUCTIONS**

4.1 The First Party will provide salary to the Second Party as follows: **Rp. 6. 500.000**, - per month.

4.2 The salary mentioned above will be paid to the Second Party at the end of each month via bank transfer.

4.3 The Second Party will be included in the **BPJS JKK and JKM programs**.

"The contract has indeed stipulated that the salary will be paid at the end of every month. In the first month, the salary is indeed paid on time. However, in the second month, the employee's salary is delayed for more than 4 days, followed by the following months. The climax of this problem occurred in September, where the salaries of employees were not paid at all by PT Tiga Karya Makmur for more than a year." (MSEI Employee Interview Results, "RTP", Wednesday 15 November 2023)

The company has an obligation to implement the agreement regarding the time of payment of wages in accordance with Government Regulation Number 36 of 2021 concerning Wages. Article 18 paragraphs (1) and (2) have regulated the timing of wage payment, which states that:

- 1) The employer is obliged to pay the wage at the time that has been agreed between the employer and the worker/laborer.
- 2) In the event that the agreed day or date falls on a holiday or holiday, or a weekly rest day, the implementation of the payment of Wage is regulated in the Employment Agreement, Company Regulations, or Collective Labor Agreement.

The regulation expressly gives the responsibility to employers to carry out payments to workers based on deadlines that have been agreed in binding contracts. By carrying out timely implementation and in accordance with applicable regulations, the company shows its responsibility in supporting the welfare and safety of workers. The implementation of this provision is not only a legal obligation, but also a form of the company's commitment to welfare and justice for all its workers. The company's negligence or intentional delay in paying wages will result in the imposition of a fine with a certain percentage of the wages of the worker or laborer (Suhariani et al., 2019).

Article 88 of the Labor Law states that every worker/laborer has the right to earn an income that meets a decent livelihood for humanity. To achieve income that fulfills a decent livelihood for humanity as intended, the government establishes wage policies that protect workers. One of the policies that aims to protect the workers/laborers is the provisions related to the form and method of wage payment. The employment agreement that has been agreed between PT TKM and MSEI Employees has contained a clause on how to pay wages that is in line with applicable regulations. Therefore, the company actually carries out its obligations regarding the payment of wages in line with what has been agreed. This aims to protect the rights of workers who have carried out their obligations.

The employment agreement has the benefit of legal certainty for a balanced employment relationship without containing elements of pressure from the superior party to the inferior party. Workers need protection for the guarantee of basic workers' rights, equality of opportunity, and certainty of non-discrimination in an effort to realize worker welfare (Fatmawati, 2024). The employment agreement consists of elements of orders, wages, and workers. Rights and obligations are born from the agreement so that the parties must fulfill their obligations. Companies are obliged to pay wages to workers as part of the agreement. If there is a party who does not carry out its obligations, then there is a breach of contract, which is a violation of the agreement due to the negligence or fault of one of the parties (Arthayani, 2019).

There are three types of breach of contract, namely fulfilling achievements but being late so that they are not in accordance with the agreement, not fulfilling achievements at all, and not being perfect in fulfilling achievements. In Book III of the Civil Code (Civil Code) it is also written as such, but there is one other type listed, namely breach of contract due to committing an act prohibited in the contract. In this case, what happened was the fulfillment of achievements but it was too late so that it was not in accordance with the agreement. This means that even though the achievement is carried out or given, it is not in accordance with what has been agreed upon. This type of achievement is also called negligence (Setiawan, 2014). PT TKM was negligent because it was late in fulfilling the rights of its workers, especially in terms of salary payments. This delay shows that PT TKM is unable to carry out its obligations on time, which can cause dissatisfaction and losses for workers who depend on these wages for their daily needs. The company's failure to pay salaries on time violates workers' rights guaranteed in employment agreements and employment-related regulations.

In an interview that has been conducted to JW who is one of MSEI employees, he explained that "PT TKM gave the reason that the salary delay occurred because Visindotama as the event organizer in this event had not made a payment to PT TKM. They are waiting for payment from Visindotama first, then they will pay our salaries." (MSEI employee interview results, "JW", Wednesday 15 November 2023)

In this case, the reasons given by PT TKM are not in line with the agreement in the agreement. This is because the clause of the agreement states that salary payments are made by PT TKM as the first party. In addition, the applicable agreement only binds 2 parties, namely PT TKM as the first party and MSEI Employees as the second party. The agreement that occurred between PT TKM and PT Visindotama was not the responsibility of its employees. The employees do not have any legal agreement with PT Visindotama as the organizer of the event.

The agreement that has been drafted and agreed upon by the parties is valid as law. This is the essence of the principle of *pacta sunt servanda* which has been regulated in Article 1338 Paragraph (1) of the Civil Code. In this case, the parties who are obliged to comply with the agreement are PT TKM and MSEI employees. PT Visindotama has no obligation to comply with the agreement agreed upon by the two parties. On the other hand, the employees have no obligation to comply with the agreement agreed upon by PT TKM and PT Visindotama. Therefore, the reason for the delay in salary payment provided by PT TKM is not in line with the principle of *pacta sunt servanda*.

The rights and obligations in the agreement must be implemented and complied with promptly as a form of implementation of the principle of *pacta sunt servanda*. This principle comes from the Latin word meaning "a promise to be kept." The nature of this principle is binding and must be obeyed so that the agreement can be implemented in accordance with the agreed contract. The principle of *pacta sunt servanda* is considered very sacred because it emphasizes the importance of an agreement that binds both parties like a marriage. If there is a party who commits a violation or breach of contract, then it is considered a serious violation (Mahameru et al., 2023).

If the principle of *pacta sunt servanda* is not applied, law enforcement of the agreement must be carried out. Law enforcement includes the application, implementation, and legal action against legal subjects who commit violations/irregularities. Violation of the agreement (post-contract) is related to the violation of the clause/provisions of the agreement. Law enforcement can be carried out through mediation or litigation by filing a lawsuit for breach of contract or breach of promise (Yunanto, 2019).



## **Implementation of Regulations on Fulfillment of Compensation for Breach of contract Committed by PT Tiga Karya Makmur**

Breach of contract is a situation in which one party to an agreement is not willing to carry out obligations that have been mutually agreed. This situation occurs when the other party remains committed to carrying out its obligations and expects the promised reward from the party who does not carry out its obligations. The occurrence of breach of contract causes several consequences, namely the aggrieved party can apply for cancellation of the agreement and demand compensation for the losses experienced (Ervaneli et al., 2022).

The state of breach of promise or non-fulfillment of an agreement is when the debtor does not fulfill the agreement at all, the debtor is late in fulfilling the agreement, and the debtor is inappropriate or erroneous in fulfilling the agreement. For these three things, creditors or aggrieved parties can ask for compensation regarding costs, losses, and interest they experience. This has been regulated in Article 1234 of the Civil Code. In the Supreme Court decision No. 779K/Sip/1971 dated February 5, 1972, it has been determined that the amount of interest that can be claimed is 6% (Joesoef, 2022).

PT TKM breached the contract by delaying payment of the salaries. This action has a significant impact on the well-being of MSEI employees who depend on the income. Therefore, MSEI employees have the legitimacy in prosecuting compensation for the losses they experienced. This has been regulated in Article 95 paragraph (2) of the Manpower Law which states that employers who, due to their intention or negligence, result in delay in payment of wages, are subject to fines in accordance with a certain percentage of the wages of workers/laborers. This provision confirms that any violation of the wage payment obligation by the employer must be accompanied by financial consequences, aiming to provide justice and compensation to the aggrieved worker.

The company has an obligation to ensure that after the expiration of the contract, everything that has been received from its workers is able to be returned. In an effort to recover to the condition before the occurrence of the breach of contract, the company may offer cost compensation for delays and losses. This is supported by the legal principle that failure to meet contractual obligations requires the debtor to provide compensation (Sugiasuti, 2020). The obligation of the company in providing compensation for the breach of contract committed by it has been regulated in article 1239 of the Civil Code which states that every agreement to do something or not to do something, must be completed by providing reimbursement of costs, losses and interest, if the debtor does not fulfill its obligations.

Sanctions for late payment of salaries by companies against their workers have been regulated in Article 61 of Government Regulation No. 36/2021 concerning Wages, which states that:

1. Employers who are late in paying and/or not paying Wages as referred to in Article 55 paragraph (1) are subject to fines, with the following provisions:
  - a. starting from the fourth day to the eighth day from the date on which the Wage should be paid, a fine of 5% (five percent) is imposed for each day of delay of the Wage that should have been paid;
  - b. after the eighth day, if the Wage is still not paid, a late penalty as intended in letter a plus 1% (one percent) for each day of delay with the provision that 1 (one) month must not exceed 50% (fifty percent) of the Wage that should be paid; and
  - c. after a month, if the wage is still not paid, a late penalty as referred to in letters a and b plus interest at the highest interest rate applicable to government banks is imposed.
2. The imposition of fines as intended in paragraph (1) does not eliminate the obligation of the Employer to continue to pay Wages to the Workers/Laborers.

In order to fight for their rights, the employees requested intervention by the DKI Jakarta Manpower Office. "We have contacted PT TKM many times, but there has never

been a clear answer regarding our salary. Therefore, we ask for help from the DKI Jakarta Manpower Office so that this problem is quickly resolved. The first time we went to the Directorate was on December 22, 2022, where JW and I were given power of attorney by other employees to be representatives. The Directorate asked us to send a summons first to PT TKM so that it could be used as evidence to investigate this case." (Results of interviews with MSEI employees, "AD", Saturday, January 13, 2024)

Problems that occur between companies and workers are sought to be resolved through non-litigation channels such as bipartite negotiations or deliberations between the two parties. If after making a bipartisan solution, both parties do not find a solution, then it is recommended to resolve the problem through mediation facilitated by the Manpower Office. Thus, in resolving disputes, including those related to labor relations and delays in payment of wages by companies, deliberation for consensus between the parties must be carried out through communication, either orally, in writing, or in gestures (Salsabila, 2024). As explained by AD, the employees have contacted PT TKM to ask for clarity regarding their rights. However, because there was no bright spot in sight, the employees also complained to the DKI Jakarta Manpower Office.

"During the process of resolving cases at the Directorate, the TKM often does not comply with the call for mediation. However, finally on August 9, 2023, we reached an agreement where PT TKM would pay our salary in installments for 3 months starting from September 2023. A total of 31 employees gave me a power of attorney to sign a collective agreement regarding the payment of the salary. The amount of employee salaries varies, because in that month (September) it is counted *as a pro-rate*. However, the average salary of the employees in that month was IDR 4,500,000. Initially, we asked for compensation for the delay in salary in accordance with applicable regulations, but TKM could not fulfill it. TKM compensates for the delay in salary of IDR 300,000 / person." (Results of interviews with MSEI employees, "KV", Saturday, January 13, 2024)

PT TKM does not implement regulations related to the payment of fines/compensation for late salary payments. In Government Regulation No. 36/2021 concerning Wages, it is stipulated that the amount of fines that must be paid for salary delays that have exceeded 1 (one) month is a maximum fine of 50% (fifty percent) for 1 (one) month of wages that should be paid. Then interest will also be charged at the highest interest rate applicable to government banks (Gustian et al., 2023). In August 2023, the highest interest rate at government banks was 3% (detikFinance, 2023). Therefore, the calculation of fines that should be paid by PT TKM, namely:

1. Delay on day 4 to day 8:  
(*amount of salary x amount of fine x number of days of delay*)  
 $IDR 4,500,000 \times 5\% \times 5 = IDR 1,125,000$
2. Delay in the first month (October 2022):  
(*amount of salary x amount of fine x number of days of delay*) + (*delay of the 4th to 8th day*)  
 $(4,500,000 \times 1\% \times 22) + IDR 1,125,000 = IDR 2,115,000$
3. Delay within 10 months (November 2022—September 2023):  
(*amount of salary x amount of fine x number of days of delay*)  
 $IDR 4,500,000 \times 1\% \times 304 = IDR 13,680,000$
4. Amount of fine/compensation to be paid:  
(*the number of the first month + the number of the 2nd—11th month + the bank's interest rate*)  
 $IDR 1,125,000 + IDR 13,680,000 + 3\% = IDR 15,249,150$

However, the employee and PT TKM have signed a wage payment agreement as a result of mediation. Dispute resolution methods including arbitration, mediation, or other legal procedures apply as agreements. Parties who feel aggrieved can enforce their rights by

referring to the principle of *pacta sunt servanda* which plays an important role in this process (Syamsiah et al., 2023). Therefore, PT TKM has the validity in paying compensation in accordance with the amount that has been agreed in the agreement. The mediation process that has been carried out has not only resulted in binding resolutions, but also created a clear framework for PT TKM to fulfill its responsibilities to employees.

"In the wage payment agreement, only 31 employees are recorded to be paid wages. However, there are actually still several more employees whose salaries have not been paid. We don't know for sure how many other employees there are because we have different positions and job locations. What I know for sure is that there are 3 people I know whose names are not listed in the employee data whose salaries must be paid by PT TKM. This is because the 3 employees did not submit a power of attorney to me to be a representative in the process of resolving this problem. (Results of interviews with MSEI employees, "KV", Saturday, January 13, 2024)

An agreement is between one or more individuals who enter into an engagement with one or more other individuals. An agreement creates an obligation that must be performed by one party against the other party who has the right to accept the fulfillment of that obligation. This means that in every agreement there will be two parties, where one party is obliged to fulfill what has been agreed, while the other party is entitled to receive the fulfillment of these obligations. Therefore, it can be interpreted that the two parties who make the agreement get achievements and provide counterachievements (W et al., 2018). If there are 3 MSEI employees who do not sign the mediation agreement, then PT TKM has no obligation to make salary payments in accordance with the agreement in the wage payment agreement.

Therefore, employees who have not signed a mediation agreement should make a legal settlement with PT TKM. The method of resolving the problem of breach of contract between the company and the worker can be carried out in accordance with the laws and regulations, namely through bipartite and tripartite mechanisms, until it reaches the settlement stage at the Industrial Relations Court (PHI). The bipartite process refers to the settlement directly between the company and the worker or union, while the tripartite involves the company, the union, and the government. This tripartite settlement can involve the Manpower Office like the previous employees. In both mechanisms, negotiation and mediation can be the first step to reaching an agreement. However, if a settlement is not reached, a lawsuit can be filed by the aggrieved party. The complaint can be submitted to PHI to obtain a settlement through a court process in accordance with the provisions stipulated in the labor law. Then, these employees can also demand the amount of compensation in accordance with the calculations in the applicable laws and regulations. So, through these various stages, it is hoped that a fair settlement will be reached and in accordance with the provisions that apply to both parties (Joe, 2022).

## CONCLUSION

The Fixed-Term Work Agreement (PKWT) made by PT Tiga Karya Makmur (PT TKM) for Marvel Studios Exhibition Indonesia employees meets the provisions of applicable labor regulations, including important aspects such as the amount of wages, working period, work schedule, and the rights and obligations of the parties. However, PT TKM did not fulfill its obligations in terms of timely wage payments, which violated Article 18 of Government Regulation Number 36 of 2021 concerning Wages. Late salary payments result in dissatisfaction and losses for employees who depend on income to meet their daily needs. PT TKM's reason that the delay in salary payment is due to the fact that payment from PT Visindotama has not been received is unacceptable because the agreement only binds PT TKM and employees. The principle of *pacta sunt servanda* requires PT TKM to comply with the agreement that has been agreed.



PT Tiga Karya Makmur (PT TKM) has breached the contract by paying the salaries of Marvel Studios Exhibition Indonesia (MSEI) employees late. PT TKM does not implement regulations related to the payment of fines/compensation for late salary payments in accordance with the provisions of Article 95 paragraph (2) of the Manpower Law and Article 61 of Government Regulation No. 36/2021 concerning Wages. However, the employee and PT TKM have conducted mediation that resulted in a wage payment agreement. So that PT TKM has the validity to make compensation payments in accordance with the amount that has been determined in the agreement. Employees who are not included in the mediation agreement can take legal steps to claim their rights through the dispute resolution mechanism regulated in the labor law. This includes bipartite, tripartite, and filing a lawsuit to the Industrial Relations Court (PHI) to get a fair settlement.

## REFERENCE

- Arthayani, I. D. A. S. (2019). Pengenaan Sanksi Denda terhadap Pengusaha Akibat dari Keterlambatan Pembayaran Upah kepada Para Pekerja. *Acta Comitatus*, 4(1), 154–164. <https://doi.org/10.24843/ac.2019.v04.i01.p14>
- Benuf, K., & Azhar, M. (2020). Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer. *Jurnal Gema Keadilan*, 7(1), 20–33.
- Ervaneli, Febrianti, L., & S, T. (2022). Tinjauan Yuridis Tentang Wanprestasi Perjanjian Antara Pekerja Kontrak (PKWT) Terhadap Perusahaan Di PT. Tenago Trimindo (Berdasarkan Undang –Undang No 13 Tahun 003 Tentang Ketenagakerjaan). *Jurnal Kajian Ilmu Hukum*, 1(2), 103–112.
- Fatmawati. (2024). Perlindungan Hukum Terhadap Tenaga Kerja Atas Keterlambatan Pemberian Upah Oleh PT. Eco Smart Garmen Klego Kabupaten Boyolali. *Jurnal Bevinging*, 01(10), 1–11. <https://journal.uniba.ac.id/index.php/JB/article/view/1076/711>
- Gustian, A., Ismi, H., & Firmanda, H. (2023). Perlindungan Hukum Tenaga Kerja PT Richtie Global Terhadap Keterlambatan Pembayaran Upah. *Jurnal Multilingual*, 3(3), 498–514.
- HS, S. (2007). *Perkembangan hukum jaminan di Indonesia*. Raja Grafindo.
- Ilham, F. (2023, August 10). *8 Bank dengan Bunga Deposito Tertinggi, Ada yang Tembus 5%*. DetikFinance. <https://finance.detik.com/moneter/d-6869776/8-bank-dengan-bunga-deposito-tertinggi-ada-yang-tembus-5>
- Joe, A. (2022). *Penyelesaian Hukum Terhadap Wanprestasi Yang Dilakukan Oleh Pekerja Atas Perjanjian Kerja Waktu Tertentu Pada Masa Pandemi (Studi PT. Multimas Nabati Asahan)*. Universitas Medan Area.
- Joesoef, I. E. (2022). *Hukum Perjanjian: Asas, Teori, & Praktik*. Raja Grafindo.
- Mahameru, D. E., Hanifah, N. S., Trasenda, R. K., Sabrina, A. F., Purba, M. F., & Ramadhani, D. A. (2023). Implementasi Asas Pacta Sunt Servanda Terhadap Sebuah Perjanjian Ditinjau Dari Putusan Ma No. 15/Pdt.G.S./2023/PN Ktg. *Jurnal Hukum Dan Kewarganegaraan*, 1(8), 1–18. <https://doi.org/10.3783/causa.v1i1.571>
- Mahmud Marzuki. (2005). *Penelitian Hukum (Revisi)*. Kencana.
- Salsabila, A. Y. (2024). *Peran Dinas Tenaga Kerja Dalam Keterlambatan Pembayaran Upah Karyawan PT N Persprektif Undang-Undang Nomor 6 Tahun 2023 Tentang Cipta Kerja (Studi di Dinas Tenaga Kerja Kabupaten Gresik)*. Universitas Islam Negeri Maulana Malik Ibrahim.
- Setiawan, I. K. O. (2014). *Hukum Perdata Mengenai Perikatan*. Fh - Utama.
- Shalihah, F. (2017). Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Hubungan Kerja Menurut Hukum Ketenagakerjaan Indonesia Dalam Perspektif HAM. *UIR Law Review*, 01(2), 149–160.
- Subekti. (2005). *Hukum Perjanjian*. Intermasa.

- Sugiasuti, N. Y. (2020). Ganti Rugi Akibat Wanprestasi (Perbandingan Kitab Undang-Undang Hukum Perdata Indonesia Dan Civil Code of The Netherlands). *Jurnal Hukum Prioris*, 8(2), 201–235. [e-journal.trisakti.ac.id](http://e-journal.trisakti.ac.id)
- Suhariani, A. A. A. N., Mangku, D. G. S., & Windari, R. A. (2019). Perlindungan Hukum Terhadap Tenaga Kerja Yang Mengalami Keterlambatan Pembayaran Upah Pada Ud Darma Kreasi Jaya. *E-Journal Komunitas Yutistia Universitas Pendidikan Ganesha*, 2(1), 44–54.
- W, Y. Y., Sulastri, & Aryanti, D. (2018). Implementasi Undang-Undang Ketenagakerjaan Dalam Perjanjian Kerja Antara Perusahaan Dan Tenaga Kerja Di Perseroan Terbatas (PT). *Jurnal Yuridis*, 5(2). <https://ejournal.upnvj.ac.id/Yuridis/article/view/767>
- Syamsiah, D., Bao, R. M. B., & Yuliana, N. F. (2023). Dasar Penerapan Asas Pacta Sunt Servanda Dalam Perjanjian. *Jurnal Das Sollen*, 9(2), 841–848.
- Tan, D. (2021). Metode Penelitian Hukum: Mengupas Dan Mengulas Metodologi Dalam Menyelenggarakan Penelitian Hukum. *Jurnal Ilmu Pengetahuan Sosial*, 8(8), 2463–2478. <https://doi.org/10.31604/jips.v8i8.2021.2463-2478>
- Yunanto. (2019). Hakikat Asas Pacta Sunt Servanda Dalam Sengketa Yang Dilandasi Perjanjian. *Law, Development, & Justice Review*, 2. <https://ejournal2.undip.ac.id/index.php/lj/article/view/5000/2627>