



RESEARCH ARTICLE

The Nature Of Tripartite Agreements In The Settlement Of Industrial Relations Disputes In The Jurisdiction Of The Department Of Labour And Transmigration Of South Sulawesi Province

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ARTICLE INFO	ABSTRACT
Received: Oct 17, 2024 Accepted: Dec 28, 2024	This research aims to: (1) to know, analyse, and explain the nature of tripartite agreements in the settlement of industrial relations disputes in the Legal Area of the Manpower and Transmigration Office of South Sulawesi Province; (2) to know, analyse, and explain the effectiveness of the implementation of tripartite agreements in the settlement of industrial relations disputes in the same area; (3) to know, explain, and find factors that influence the implementation of tripartite agreements in the settlement of industrial relations disputes in the area. This research uses an empirical juridical approach (juridical-sociological), which relies on primary data obtained directly through interviews with informants in the field as well as a literature approach by studying legislation, books, literature, papers, and related documents. The research results show that: (1) the nature of tripartite agreements in the settlement of industrial relations disputes includes the principles of justice, equality, proportionality, and legal certainty; (2) the implementation of tripartite agreements in the settlement of industrial relations disputes in the Legal Area of the Manpower and Transmigration Office of South Sulawesi Province is still ineffective; (3) factors affecting the implementation of tripartite agreements include legal substance, legal structure, and legal culture. Recommendations from this study include: (1) the need to strengthen regulations related to the implementation of tripartite agreements with clear time provisions, both for implementation after signing and postponement of the implementation deadline; (2) the need to improve the quality and quantity of Industrial Relations mediators so that the number of available mediators is proportional to the number of tripartite agreements that need to be supervised as well as other industrial relations dispute cases; (3) the need for labour agencies to improve and optimise guidance and supervision programs for companies to reduce the potential for industrial relations disputes and accelerate the timely implementation of tripartite agreements when disputes occur.
Keywords Tripartite Agreement Industrial Relations Disputes Labour and Transmigration Mediation in Industrial Disputes South Sulawesi Province	
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INTRODUCTION

The implementation of tripartite agreements in the settlement of industrial relations disputes still faces various obstacles. Although this agreement has legal force based on Article 7 paragraph (1) of Law Number 2 Year 2004¹ which regulates dispute resolution through bipartite negotiations, the reality is that there are often different interpretations between the parties involved. Non-compliance with agreements, poor understanding, and discrepancies between agreements and implementation on the ground are the main obstacles. Some cases also show that despite being granted an extension

¹ Hidayat, R. (2023). Kepastian Hukum Putusan Tripartit Dalam Penyelesaian Perselisihan Hubungan Industrial Berdasarkan Undang-Undang Nomor 2 Tahun 2004 Tentang Penyelesaian Perselisihan Hubungan Industrial. *SeNaSPU: Seminar Nasional Sekolah Pascasarjana*, 1(1), 177-180. Retrieved from <https://journal.unilak.ac.id/index.php/Senaspu/article/view/12983>

of time, the obligations of the agreement often remain unperformed, being fulfilled only after demonstrations or suggestions from the mediator (Article 13 paragraph (3)). In addition, the competence and integrity of the mediator greatly affects the effectiveness of the implementation of the agreement. In accordance with Article 14 paragraph (1), mediators are expected to have an in-depth understanding of labour law and the ability to facilitate fair dialogue. However, the shortage of mediators (Article 14 paragraph (3)) and their inability to handle disputes in a timely manner are other obstacles. On the other hand, Law No. 13/2003 regulates employers' obligations to fulfil workers' rights, including the obligation to pay wages (Article 93), which is often the source of disputes resolved by tripartite agreements. Low legal awareness and lack of commitment from the parties involved also affect the effectiveness of tripartite agreements. Article 4 of Law No. 2 Year 2004 emphasises the importance of deliberative and familial dispute resolution, yet low legal awareness leads to a lack of commitment to implementing agreements. In addition, in the context of employment, Article 86 paragraph (1) of Law No. 13 Year 2003 emphasises the importance of protecting workers' rights, yet this is often not respected, which becomes the root of the problem in industrial relations disputes.²

The implementation of tripartite agreements in resolving industrial relations disputes is often hampered by differences in approach between employers and employees. Despite agreements being in place, some tripartite agreements are not implemented within the prescribed time limit of 30 days, in accordance with Article 13 paragraph (2) of Law No. 2/2004. A case in point is the dispute between PT Piramyda Megah Sakti and Mr Frans Tjowarno over a pension application, which led to delays in payment and discrepancies in instalments. Obstacles to the implementation of tripartite agreements are caused by various factors, including a lack of competent mediators, low commitment to agreements, and a weak legal culture. Article 14 paragraph (1) emphasises the importance of competent mediators, but the shortage of mediators causes delays in settlement. In addition, low legal awareness leads to non-compliance with agreements, contrary to the principle of deliberation in Article 4 of Law Number 2 Year 2004. This study aims to analyse the causes of imperfect implementation of tripartite agreements and provide solutions to improve the effectiveness of industrial relations dispute resolution, with a focus on the South Sulawesi Provincial Manpower and Transmigration Office area.³

1. METHODOLOGY

This research uses an empirical (juridical-sociological) or non-doctrinal legal research approach, which involves surveys and observation to collect data. The survey was conducted by distributing questionnaires to workers and employers to obtain information on their perceptions and experiences of the implementation of tripartite agreements in the settlement of industrial relations disputes, including the effectiveness, partiality, and ease of the settlement process. In addition, observations were made through in-depth interviews with informants such as employers, workers, and mediators in the Legal Area of the Labour and Transmigration Office of South Sulawesi Province. This research is explanatory in nature, explaining the comparison between the law that should be applied (*das sollen*) and the existing legal reality (*das sein*), as well as analysing the extent to which tripartite agreements are applied in industrial relations settlements and their effectiveness in ensuring the parties comply with the agreement.

2. THE NATURE OF TRIPARTITE AGREEMENTS IN SETTLEMENT OF INDUSTRIAL RELATIONS DISPUTES

2.1. Principle of Justice

The principle of fairness is a universal principle at the core of every agreement, including tripartite agreements for the settlement of industrial relations disputes. It ensures a balance of rights and

² Mantili, R. (2021). KONSEP PENYELESAIAN PERSELISIHAN HUBUNGAN INDUSTRIAL ANTARA SERIKAT PEKERJA DENGAN PERUSAHAAN MELALUI COMBINED PROCESS (MED-ARBITRASE). *Jurnal Bina Mulia Hukum*, 6(1), 47–65. <https://doi.org/10.23920/jbmh.v6i1.252>

³ Hidayat, R. (2023). Kepastian Hukum Putusan Tripartit Dalam Penyelesaian Perselisihan Hubungan Industrial Berdasarkan Undang-Undang Nomor 2 Tahun 2004 Tentang Penyelesaian Perselisihan Hubungan Industrial. *SeNaSPU: Seminar Nasional Sekolah Pascasarjana*, 1(1), 177–180. Retrieved from <https://journal.unilak.ac.id/index.php/Senaspu/article/view/12983>

obligations between the parties, provides equal treatment, and protects the weaker party when promises are not fulfilled. In the context of industrial relations, the principle of justice serves to bridge the interests of workers and employers, create a balance of responsibilities, and support fair and effective dispute resolution. As a moral and legal foundation, this principle encourages the implementation of agreements in good faith, commitment, and respect for the rights of each party, in line with the principle of law as a foundation that directs the legal order to be in harmony with the values of society.⁴

The principle of fairness is a universal principle at the core of every agreement, including tripartite agreements for the settlement of industrial relations disputes. It ensures a balance of rights and obligations between the parties, provides equal treatment, and protects the weaker party when promises are not fulfilled. In the context of industrial relations, the principle of justice serves to bridge the interests of workers and employers, create a balance of responsibilities, and support fair and effective dispute resolution. As a moral and legal foundation, this principle encourages the implementation of agreements in good faith, commitment, and respect for the rights of each party, in line with the principle of law as a foundation that directs the legal order to be in harmony with the values of society.

Justice is also understood as a human habit or trait that consistently gives rights to everyone without discrimination, as affirmed by Sa'id Ibn Jubayr based on Q.S An-Nisa verse 58 and Q.S Al-An'am verse 152 which emphasises the importance of trust and justice in determining the law. John Rawls adds that justice must be built through a social contract approach with principles of justice that are rational, egalitarian, and based on agreement, while Aristotle divides justice into distributive, which is giving according to merit, and commutative, which is giving equally without distinguishing merit. This principle of justice is the basis for creating harmony and balance in community relations and realising rights and obligations proportionally in the implementation of tripartite agreements as an instrument for resolving industrial relations disputes.

2.2. Principle of Equality

The principle of equality is an important cornerstone of social life that demands fair, equal and non-discriminatory treatment of every individual, regardless of background differences. It encompasses respect for human rights, recognition of diversity, and the application of social justice to create an inclusive life where everyone is equal in their rights. In society, the principle of equality serves as a foundation for building social interactions that respect each other and treat each individual fairly. This value also guides various aspects of life, including legal agreements. In the context of agreements, the principle of equality confirms that all parties involved have the same juridical position, so that no party is in a more dominant position or has a tendency to impose its will on the other party. This equality ensures that agreements are made on the basis of justice, with a balanced distribution of rights and obligations.⁵

If this principle is not applied, the inequality that occurs in the agreement can harm one of the parties, so that the main purpose of the agreement, namely justice and mutual benefit, is not achieved. In the implementation of tripartite agreements, the principle of equality is an important element that places employers and employees on an equal footing in carrying out their respective responsibilities. Both parties have the same opportunity to negotiate openly and clarify the points of the agreement in order to create mutual understanding. For example, if there are obstacles in the implementation of obligations by one of the parties, such as a request for postponement of obligations by the employer due to financial factors, the principle of equality provides room for rearranging the schedule and method of payment that is mutually agreed upon. Thus, both parties can ensure that their rights and obligations are implemented proportionally and mutually beneficial.

⁴ Jahari, A., & Artita, R. (2023). PERLINDUNGAN HUKUM TERHADAP PEKERJA AKIBAT PEMUTUSAN HUBUNGAN KERJA TANPA PESANGON BERDASARKAN UNDANG-UNDANG NOMOR 13 TAHUN 2003 DAN PERATURAN PEMERINTAH PENGANGGANTI UNDANG-UNDANG NOMOR 2 TAHUN 2022 TENTANG CIPTA KERJA. *Case Law : Journal of Law*, 4(2), 79–100. <https://doi.org/10.25157/caselaw.v4i2.3264>

⁵ Sonhaji, Budi Ispriyarso, Shunita Laxmi Dewi* "Penerapan Prinsip Non Diskriminasi dan Kesetaraan dalam Pengupahan Bagi Pekerja/buruh di Kabupaten Kendal." *Diponegoro Law Review*, vol. 6, no. 1, 2017, pp. 1-21.

The results show that the principle of equality between the parties in the tripartite agreement gives freedom to each party to reach a fair agreement. Interviews with workers revealed that equality is the main foundation in achieving justice and legal certainty in the settlement of industrial relations disputes. In this case, employers and workers must commit to adhere to the principle of equality at every stage of negotiations, both in the negotiation process and the implementation of tripartite agreements. This principle also encourages open communication and an atmosphere of mutual respect, so as to avoid potential inequality or unilateral domination that can cause tension in labour relations. Overall, the application of the principle of equality in tripartite agreements aims to create harmonious and effective conditions in the implementation of agreements and settlement of industrial relations disputes. By placing employers and employees on an equal footing in terms of their rights and obligations, this principle not only supports the achievement of the objectives of the agreement, but also strengthens fairness and trust between the parties involved.⁶

2.3. Principle of Proportionality

The principle of proportion is an important concept that forms the basis of contractual relationships, especially in creating fairness and balance between the parties involved. In the Big Indonesian Dictionary, proportional is defined as something that is in proportion, comparable, or balanced. This concept reflects a fair relationship in which each element obtains a portion in accordance with its role, responsibility, or contribution. In the context of agreement law, the principle of proportion emphasises the balance between rights and obligations that are determined reciprocally, thus creating a fair relationship between the parties.⁷

P.S. Atijah, in his thoughts, links the principle of proportionality to the role of contracts as a tool to create fair exchanges in the business world. He states that the transactions carried out by the parties in the contract must reflect a balance according to the wishes and interests of each party. This view is corroborated by Agus Yudha Hermoko, who states that the principle of proportionality underlies the exchange of rights and obligations of the parties in the contractual process. He emphasises that this principle is not only based on mathematical balance, but also on fairness and fair exchange mechanisms in the entire contractual process. In the implementation of tripartite agreements, the principle of proportionality is the main guideline to ensure that the rights and obligations of each party are shared fairly and in accordance with the agreed portion. This principle regulates that employers and workers obtain their rights in accordance with their respective responsibilities in the agreement. This ensures that no party feels disadvantaged and that all parties can perform their obligations in a balanced manner. The application of the principle of proportionality in tripartite agreements provides great benefits, especially in creating clarity in the contents of the agreement and certainty in the procedures for resolving industrial relations disputes.

Based on the interview with Ahmadi Rachmat, the agreement in the tripartite agreement based on the principle of proportionality is able to create a balance of will between the parties involved. He emphasised that the implementation of the tripartite agreement has a fair final result that is acceptable to all parties, both employers and workers. In practice, this principle also helps the parties to understand the division of their responsibilities, so that no party feels dominated or treated unfairly. The principle of proportionality not only distributes rights and obligations, but also ensures that the implementation of the agreement is done with transparency and mutual respect, creating conditions conducive to sustainable cooperation. Overall, the principle of proportionality in the implementation of tripartite agreements is a fundamental element that ensures fairness, balance and harmony in the agreement relationship. With this principle in place, tripartite agreements become an effective tool for managing industrial relations in a fair and balanced manner, supporting the achievement of mutual satisfaction for all parties involved.

⁶ Putra, Y., Sekretariat, E., Dewan, J., Rakyat, P., & Indonesia, R. (2021). KAJIAN YURIDIS MENGENAI PELAKSANAAN EKSEKUSI DALAM PENGADILAN HUBUNGAN INDUSTRIAL (JURIDICAL STUDY OF THE EXECUTION OF INDUSTRIAL RELATIONS COURT). *Jurnal Legislasi Indonesia*, 12(4), 1–21. Retrieved from <https://e-jurnal.peraturan.go.id/index.php/jli/article/view/421>

⁷ Penerapan Asas Proporsionalitas Dalam Perjanjian Waralaba (Franchise) Pada Suatu Hubungan Kontrak Bisnis. (2024). *Jurnal Hukum Sasana*, 8(1). <https://doi.org/10.31599/sasana.v8i1.1260>

2.4. Principle of Legal Certainty

Legal certainty is a fundamental element in the legal system that ensures written norms have binding force and are able to become clear and consistent guidelines for behaviour, thus creating justice and order in society. In the context of agreement law, legal certainty is realised through the principle of *pacta sunt servanda*, which guarantees that legally made agreements have binding legal force, providing security and clarity in the implementation of the rights and obligations of the parties, including in situations of default, where sanctions must be carried out according to the agreement. Legal certainty also plays a crucial role in industrial relations, especially in the resolution of disputes that often occur between employers and employees.⁸ With the enactment of Law No. 2 Year 2004 on Industrial Relations Dispute Settlement (PPHI), every party involved has clear, efficient, and fair guidelines to resolve disputes legally. One of the mechanisms that support legal certainty in industrial relations is the tripartite agreement, which is an agreement made legally between employers, workers, and related parties, with the same legal force as the law. This agreement ensures the fulfilment of the rights and obligations of both parties, creates a balance between the rights of workers and the interests of employers, and provides a sense of security in the settlement of industrial relations disputes. Tripartite agreements are considered more effective than settlements through the Industrial Relations Court (PHI) because the process is relatively fast, efficient, and cost-effective. In addition, this agreement provides clarity on the juridical rights of the parties and protects the weaker party financially or juridically. Tripartite agreements that have been registered at PHI also obtain executorial power, which allows for execution if one party does not fulfil its obligations. Thus, the legal certainty realised through tripartite agreements provides a strong foundation for the settlement of industrial relations disputes fairly, efficiently and in accordance with the rules, ensuring that the rights of each party remain protected and the implementation of the agreement runs according to the provisions.

3. Implementation of Tripartite Agreements in the Settlement of Industrial Relations Disputes in the Legal Area of the South Sulawesi Provincial Labour and Transmigration Office

A tripartite agreement is a legal mechanism designed to resolve disputes between employers and employees through a mediation process involving a mediator as a neutral party. The purpose of this agreement is to reach a fair and mutually beneficial agreement for both parties. Tripartite agreements have a very important role in the settlement of industrial relations disputes, not only as a legal tool that binds both parties, but also ensuring that the solutions reached reflect the principles of equality and fairness. Its implementation must be carried out in accordance with the agreed objectives in order to achieve effective and fair results, by providing legal certainty for the exercise of the rights of each party. If the mediation does not result in an agreement, the dispute will be brought to the Industrial Relations Court for resolution. However, if the mediation process is successful, the resulting tripartite agreement must be implemented in accordance with the provisions in Article 15 of Law Number 2 Year 2004 on Industrial Relations Dispute Resolution. Although the provisions regarding the timing of the implementation of the tripartite agreement are not directly explained, Article 15 of the Act implicitly stipulates that the mediator must complete his/her duties within 30 days at the latest, which means that the tripartite agreement reached must be implemented by both parties within the same timeframe. To provide further insight into the implementation of tripartite agreements, data related to the number of tripartite agreements successfully prepared by mediators in the period 2022 to 2024 in the Legal Area of the South Sulawesi Provincial Manpower and Transmigration Office will be presented in the following table.

⁸ Afudin, U. T. A., Adisti, N. A., Puspasari, A., Aimi, A., Indasari, D., Utama, L., ... Ramadhan, M. S. (2023). Penyelesaian Kasus Pemutusan Hubungan Kerja Akibat Pandemi Covid-19 Berdasarkan Undang-Undang Penyelesaian Perselisihan Hubungan Industrial. *Repertorium: Jurnal Ilmiah Hukum Kenotariatan*, 12(1), 48–58. Retrieved from <http://journal.fh.unsri.ac.id/index.php/repertorium/article/view/2441>

Table 1

Percentage of Tripartite Agreements in the Legal Area of the Office of Manpower and Transmigration of South Sulawesi Province

No.	Description	Percentage of Tripartite Agreements								
		2022			2023			2024 (July)		
		Case Entry	Tripartite agreement	Industrial Relations Court	Case Entry	Tripartite agreement	Industrial Relations Court	Case Entry	Tripartite agreement	Industrial Relations Court
1.	Department of Labour and Transmigration of South Sulawesi Province	55	22	33	35	14	21	18	4	14
2.	Makassar City Manpower Office	243	220	23	231	201	30	113	35	6
3.	Palopo City Labour Office	6	6	-	4	4	-	1	1	-
4.	Labour Office of Pare-Pare City	8	8	-	8	8	-	2	2	-
5.	Bantaeng Regency Labour and Industry Office	2	2	-	19	17	2	27	14	13 (12 PT, 1 In Process)

Data Source: Processed Primary Data from each office in the Legal Area of the South Sulawesi Provincial Manpower and Transmigration Office, 2022-2024 (July)

Based on the percentage of tripartite agreements recorded in table 2, the resolution of industrial relations disputes in some regions showed varying results between 2022 and 2024. In the South Sulawesi Provincial Manpower and Transmigration Office, rights and termination disputes were mostly successfully resolved by tripartite agreements, although there were some that proceeded to the Industrial Relations Court, especially in 2023 and 2024. At the Makassar City Manpower Office, most cases were also successfully resolved by tripartite agreements, with a few continuing to the court, especially in 2024. At the Palopo City Manpower Office, all incoming cases from 2022 to 2024 were successfully resolved by tripartite, with none proceeding to court. The Pare-Pare City

Manpower Office recorded a very high tripartite settlement rate, with all rights dispute cases in 2023 and 2024 successfully resolved by tripartite. At the Bantaeng District Labor and Industry Office, all incoming cases in 2022 related to termination of employment were successfully resolved by tripartite. Overall, the average rate of dispute resolution by tripartite agreement is quite high, although some cases proceed to court.

Table 2

Implementation of Tripartite Agreements in the Legal Area of the Office of the Office of Labour and Transmigration of South Sulawesi Provin

No.	Description	Percentage of Tripartite Agreements								
		2022			2023			2024 (July)		
		Tripartite Agreement	Completed =30 H	Completed = > 30 Days	Tripartite Agreement	Completed =30 H	Completed = > 30 Days	Tripartite Agreement	Completed =30 H	Completed = > 30 Days
1.	Department of Labour and Transmigration of South Sulawesi Province	22	15	7	14	9	5	4	3	1
2.	Makassar City Manpower Office	220	189	31	201	181	20	35	21	14
3.	Palopo City Labour Office	6	6	-	4	4	-	1	1	-
4.	Labour Office of Pare-Pare City	8	7	1	8	7	1	2	2	-
5.	Bantaeng Regency Labour and Industry Office	2	2	-	17	14	3	14	10	4

Data Source: Primary Data, obtained from each office in the Legal Area of the South Sulawesi Provincial Manpower and Transmigration Office, Year 2022-2024 (July)

Based on the data in Table 3, the number of tripartite agreements in the Legal Area of the South Sulawesi Provincial Manpower and Transmigration Office from 2022 to 2024 shows that of the 22 cases of tripartite agreements, 15 cases were settled within 30 days, while 7 other cases exceeded the time limit due to an agreement between the parties to extend the settlement time. Ms. Raodah, in an interview with the author, explained that tripartite agreements settled at the Office of Manpower and Transmigration of South Sulawesi Province are still guided by the provisions of the labor law so that all agreements contained in tripartite agreements are settled within 30 days. However, she also added that this provision is not binding, because some industrial relations disputes are often settled after 30 days, as long as there is an agreement between the parties. The implementation of tripartite agreements, according to him, can be done either before or after 30 days, depending on the agreement between employers and workers.

Zamhir Islam Hatta stated that ideally a tripartite agreement should be finalized in less than 30 days, as a timely settlement not only benefits the parties, but also shows that the main objective of the tripartite agreement is achieved. Nonetheless, if the tripartite agreement exceeds the time limit, the mediator can still accept valid reasons as long as there is good faith and commitment from the parties to resolve the dispute peacefully and fairly. Ms. Mahniar Sofyan revealed that at the Palopo City Manpower Office, all parties always implement the contents of the tripartite agreement according to the agreement. Mr. Adi Hidayat Saputra explained that delays in implementing tripartite agreements are often caused by a lack of effective communication or final decisions that must await approval from higher leaders. In the Manpower Office of Pare-Pare City, according to Ms. Zulihriah, tripartite agreements are usually implemented immediately after signing, but if there is a request for delay, the mediator will accept it as long as there is good faith from the parties. Ms. Rezky Fernandez reminded that tripartite agreements that have not been implemented can be filed for execution through the Industrial Relations Court.

Mr. Andi Bangsawan added that if one party has not implemented the tripartite agreement, the mediator will provide understanding so that the agreement is fulfilled, or direct the aggrieved party to resolve through a civil lawsuit. B Faisal Djafar also suggested that the aggrieved party file for execution if the agreement is not fulfilled. Suchmawati Hamid explained that the implementation of

the tripartite agreement was successful due to the strong commitment of the parties, and if there were parties who had not carried out their obligations, the mediator would contact them to ensure the implementation of the agreement. Ms. Sri Wahyuni Yusuf stated that generally the company directly implements the results of the agreement stated in the agreement, but if there are those who have not implemented, the mediator will conduct further communication to ensure the implementation of the agreement. Mr. Ilham Canning asserted that any tripartite agreement should be implemented once signed, with the mediator ensuring that the agreement is fulfilled by both parties.

4. CONCLUSSION

The nature of the tripartite agreement in the settlement of industrial relations disputes is realised in its implementation, where the parties obtain justice, equality, proportionality, and legal certainty. However, the implementation of tripartite agreements in the settlement of industrial relations disputes has not been effective. Some of the factors that influence this are the commitment and goodwill of some parties that do not fully reflect their seriousness and full responsibility in implementing the tripartite agreement. In addition, the role of the mediator is also limited in monitoring the continuation of the implementation of the tripartite agreement, especially when there are delays in its implementation, due to the mediator's busyness in resolving other cases.

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