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LEGAL PROTECTION FOR EDUCATORS AS LECTURERS FOR OBTAINING EMPLOYMENT RIGHTS

Imelda Mardayanti
Sekolah Tinggi Ilmu Ekonomi Bina Karya, Tebing Tinggi
Email: 72nasution@gmail.com

ABSTRACT

Legal protection for all workers/employees, especially for lecturers working under the foundation, is absolutely necessary, since there are still many cases involving the university and the foundation. These problems still continue to haunt lecturers, so it needs concerted effort to minimize existing problems. Although there are regulations governing the relations between workers/employees and employers, but at a practical level it is still not fully implemented. It is associated with several problems, one of which is the position of lecturers at the level of subordinate more than the foundation. This phenomenon will not occur when educators take advantage of the legal protection that is already regulated by legislation. This study will elaborate on legal protection for workers, especially for educators. The research method is a normative juridical approach using an approach to legislation. The results are legal protections for educators stipulated in Law No. 21 Year 2000 on the labor unions, in particular regarding the purpose of the establishment of labor unions. In addition, Law No. 13 of 2003 on Employment already protects workers/employees, including educators, namely through unions/employees.

*Keywords**: educators; employment; legal protection; labor union***

1. INTRODUCTION

Indonesia is a developing country which is currently trying to become a developed country by increasing development in all sectors of life, including development in the economic and education sectors. Development in the economic and education sectors is important because it is one of the supporting factors for the realization of national development which leads to increasing the welfare of its people. Economic development is very important for a country, this can be seen from past history where no country has progressed economically if it does not carry out guidance first on its industrial system.

In Indonesia in the development of the industrial system is part of the national development which is carried out based on Pancasila and the 1945 Constitution of the Republic of Indonesia. the welfare of workers and their families while upholding human dignity and status, while accelerating the pace of Indonesia's economic growth.

However, if slow economic growth will have an impact on people's lives, this will result in high unemployment rates, an increase in the number of poor people, and job opportunities that are increasingly difficult to obtain. Meanwhile, on the other hand, the number of job seekers is increasing. So that human resources in Indonesia are only superior in terms of quantity without being supported by excellence in quality[1]. It turns out that one of the factors behind the slow economic growth is the low level and quality of one's education.

[1]Djumadi, History of the Existence of Labor Organizations in Indonesia, Jakarta: Raja Grafindo Persada, 2005, p. 9.

This situation resulted in several consequences that had to be borne, for example the national development in the field of manpower was hampered. Therefore, there is a need for development in the field of manpower so that workers have an equal role and position with employers, especially in terms of implementing laws and regulations and collective agreements. This condition deserves an important note, because workers/workers are often at a subordinate level rather than employers, even though legally this is not justified.

Law is a system, and law aims to regulate and provide protection to those who need it. A worker who works for another party, company or certain institution besides expecting a reward to be used to make ends meet, and vice versa, the worker also expects other rights as an employee which can be given by the employer and vice versa. In the relationship between workers and employers, a rule is needed that can regulate the rights and obligations of both parties. Workers and employers receive the necessary protection for their rights and at the same time also have obligations that must be carried out.

The Indonesian State regarding Manpower has made separate regulations to regulate labor, namely Law Number 13 of 2003 concerning Manpower. With this law, it is hoped that the rights of workers and other matters concerning labor can be guaranteed and in line with the provisions stipulated in Article 27 paragraph (2) of the Constitution.
1945 which states "Every citizen has the right to work and a decent living for humanity", as well as Article 28-D paragraph (2) of the 945 Constitution which states "Every person has the right to work and receive rewards and fair and proper treatment in relations Work".
When referring to the provisions stipulated in the 1945 Constitution, then the lecturer[2]As citizens, they have the right to work and receive compensation in the form of a salary[3]and fair and proper treatment in and disseminating science, technology and art through education, research and community service".

When viewed from a working relationship perspective, Educators as Lecturers are appointed and placed by the organizing body, namely the Foundation. Related to this placement, there are important things that must be observed by educational staff or lecturers who are appointed and placed by the implementing agency, namely the agreement contained in the work agreement or work agreement in accordance with the provisions of laws and regulations, especially Law No. 13 of 2003 concerning Manpower4. Considering that both of them have been bound in an agreement, both parties are voluntarily obliged to carry out the agreement seriously and must be carried out in good faith.

The employment relationship that is built between lecturers as educators and education administration bodies cannot be seen from just one law, but must be seen from other laws, including the law on teachers and lecturers. This needs to be done so that the main tasks and functions of lecturers can be in line with the provisions stipulated in laws and regulations and not only place lecturers as a means of production for the sole purpose of making profits for the company.

When referring to the provisions stipulated in Law No. 14 of 2005 concerning Teachers and Lecturers, the position of educators is very respectable.
This is in financial form periodically in accordance with laws and regulations. Meanwhile, the Labor Law does not use the term "salary", but "wages" to mention compensation. See the definition of wages in Article 1 point 30 of the Law. No. 13 of 2003. Between lecturers and education staff, they have civil relations with the organizing body. 14 of 2005 concerning Teachers and Lecturers which states: "The position of teachers and lecturers as professionals aims to

[2]UU no. 14 of 2005 concerning Teachers and Lecturers Article 1 point 2 states "Lecturers are professional educators and scientists with the main task of transforming, developing,

[3]Government Regulation of the Republic of Indonesia Number 37 of 2009 concerning Lecturers Article 1 Number 6 states "Salary is the right received by lecturers for their work from higher education providers or Higher Education Units

implement the national education system and realize national education goals, namely developing the potential of students to become human beings who believe and fear God Almighty, have noble character , healthy, knowledgeable, capable, creative, independent, as well as being a democratic and responsible citizen"[4].

Other provisions governing the position of lecturers as staff Professionalism is regulated in Article 5 of Law no. 14 of 2005 concerning Teachers and Lecturers which states:

"The position of lecturers as professionals as referred to in Article 3 paragraph (1) functions to enhance the dignity and role of lecturers as learning agents, developers of science, technology, and arts, as well as community servants whose function is to improve the quality of national education."

Book III of the Civil Code
(BW), namely "An agreement is an act in which one or more people bind themselves to one or more other people". In order to realize the goals and place the position of lecturers as professional educators, joint efforts are needed between all elements, especially education providers. The implementation of higher education as part of the national education system cannot be separated from the participation of the community, especially in its management, where higher education institutions can be established by the community by establishing non-profit legal entity organizing bodies. This principle simultaneously provides an understanding that lecturers and other educational staff cannot be treated the same as laborers/workers in a profit-oriented company.
But unfortunately, not all labor relations can run smoothly. This can be seen from the hierarchy that occurs between lecturers and education organizing bodies. Lecturers are still often seen to be in a weaker position compared to education administration bodies. Therefore, lecturers as educators must really know the rights and obligations that have been regulated and protected by law. Based on the background above, there are several issues that will be examined, namely how to provide legal protection for lecturers in order to obtain employment rights and obligations and what is the strategy so that lecturers have an equal position with education administering bodies.

2.RESULTS AND DISCUSSION

2.1.Legal Protection for Lecturers 1. Lecturer's Position in Labor Law

The strength and spirit of implementing education has increased with the promulgation of various laws and regulations related to the implementation of education7. The emergence of these laws and regulations still creates various problems that ensnare the world of education, even though many aspects have been regulated in them. One of the issues that has surfaced is the position of lecturers as professional educators whose existence and placement are based on work agreements between employers and job recipients.
There are various definitions of work agreements, both put forward by legal scholars and by laws and regulations, including:

a. One of the definitions of the work agreement is defined by Shamad, he argues that "A work agreement is an agreement in which a person binds himself to work for another person in exchange for wages in accordance with the terms promised or mutually agreed"[5];

[4]Further provisions regarding the National Education System can be seen in Law no. 20 of 2003 concerning the System
National Education.
[5]Abdul Khakim, Fundamentals of Indonesian Labor Law, Bandung: Citra Aditya Bakti Publisher, 2014, p. 49.

b. Law No. 13 of 2003

Concerning Employment defines "Work agreement c) Law Number 12 of 2012 concerning Higher Education.

is an agreement between the worker/worker and the entrepreneur or employer which contains the terms of work, the rights and obligations of the parties";

c. Government Regulation of the Republic of Indonesia Number 37 of 2009 concerning Lecturers defines work agreements as follows:

"A work agreement or collective work agreement is a written agreement between a lecturer and a higher education provider or a Higher Education Unit which contains the terms of work as well as the rights and obligations of the parties with the principle of equality and fellowship based on Regulation legislation".

According to Abdul Khakim's opinion, a very prominent principle in a work agreement is the attachment of a person (worker/laborer) to another person (employer) to work under orders by receiving wages.[6]. So, if someone has entered into a work agreement, it means that he personally must automatically be willing to work under the orders of the person who gave him the job according to the mutual agreement.

The provisions stipulated in the article above indicate that there is an equal position between the lecturer and the administrative body as a result of an agreement between the two parties, as stipulated in the Civil Code. Whatever the contents are regulated in the work agreement between the lecturer and the foundation depends on the agreement of both parties, as long as it does not conflict with laws and regulations, decency and order. This is commonly referred to as freedom of contract[7]. The principle of freedom of contract is regulated in Article 1338 paragraph (1) BW by taking into account Articles 1320, 1335 and 1337 BW.

Even though the legal relationship that is built between lecturers and education providers essentially has the same position in the engagement, what distinguishes them is the rights and obligations of each party. The phrase "appointment and placement" if interpreted grammatically, then there is an element of "order" in it or in other words a form of delegation of authority because the employer has the right to place the worker/laborer in any place according to the wishes of the entrepreneur. Based on this, the position of the lecturer seems to be unequal to the administrative body where the legal relationship that is born is in the form of

"assignment of work" contains "orders" from employers to workers[8].

Related to the position of lecturers in labor law can be seen from

UU no. 13 of 2003 concerning Manpower defines "Work relations are relations between employers and workers/laborers based on work agreements, which have elements of work, wages, and orders" several definitions put forward in Law no. 13 of 2003 concerning Manpower Article 1 point 3 and 4 which states that:

1. "Worker/laborer is any person who works and receives wages or compensation in kind other;
2. Employers are individuals, entrepreneurs, legal entities, or other entities that employ workers by paying wages or reward in other forms."

[6]Ibid.

[7]Subekti, Agreement Law, Jakarta: Intermasa, 1979, p. 13.

[8]The reason that workers/laborers have a more subordinate position than employers can be seen from the working relationships that are built. Based on

The provisions in the article above can be interpreted that anyone, both individuals and groups, who binds himself in a work agreement or collective agreement with other parties, both individuals and business entities, has an employer-employee relationship. Therefore, it must be recognized that private lecturers are the same as workers/workers, to be precise, skilled workers.

2.2 Protection Law Against Lecturers In Employment Law

Lecturers as a profession need guarantees and protection through legislation or definite rules. This is very important so that they not only get a sense of security, they also have clarity about their rights and obligations, what they may and may not do, and what other parties may and may not do to them, both as human beings, educators and workers. . These rules serve as a reference for the course of the working relationship between lecturers as workers and foundations as employers, including legal protection.

Along with the development and dynamics of state life in Indonesia, the regulations regarding labor regulated in the Civil Code are felt to be more liberal in nature in accordance with the philosophy of the state that made it, so that when implemented it will not be in accordance with the personality of the Indonesian nation.[9]. These conditions require the state
(The government) provides appropriate legal protection to workers/laborers and their families so that they can obtain their labor rights in line with developments in the business world[10]. It is on this basis that laws and regulations related to manpower emerge.
One of the experts in Indonesian Law who defines it
"legal protection" is Soedikno Mertokusumo, he argues that
"Legal protection is a guarantee of rights and obligations for humans in order to fulfill their own interests as well as in relations with humans"[11]. Meanwhile, according to Muchsin "Legal protection is something that protects legal subjects through applicable laws and regulations and enforces its implementation with a sanction"15.
Referring to the opinion expressed by Muchsin, there are 2 (two) ways of legal protection provided by the state to protect the rights of citizens, namely:

a. Preventive Legal Protection, namely protection provided by the government with the aim of preventing violations before they occur.
One way to look at the preventive legal protection provided by the state is to look at agreements or agreements before committing an act, including work agreements made by workers/workers with employers, which will be used as a basis or further foothold. Related to this preventive protection, there is another important thing that must be considered, namely the existence of lecturers as educators who have several differences from unskilled workers.
Based on Law no. 12 of 2012 concerning Higher Education, lecturers are educators who are placed based on an agreement. This can be traced from the provisions of Article 70 paragraphs (2) and (3) of Law no. 12 of 2012 concerning Higher Education which states:

[9]Lalu Husni, Revised Edition of Indonesian Labor Law, Jakarta: Raja Grafindo Persada, 2010, p. 21. One example that the Civil Code is liberal can be seen from Article 1602 which states "No wages must be paid for the period of time the worker does not carry out work". This article will certainly be used by the authorities to do whatever they want to interpret the clause "not carrying out work".

[10]See Law no. 13 of 2003 concerning the Dictum of Manpower considering the letter "d" which states "that the protection of workers is intended to guarantee the basic rights of workers/laborers and guarantee equality of opportunity and treatment without discrimination on any basis to realize the welfare of workers/laborers and their families while still attention to developments in the progress of the business world.

[11]Sudikno Mertokusumo, Knowing the Law of an Introduction, Yogyakarta: Liberty, 1991, p. 40. 15 Muchsin, Legal Protection and Certainty for Investors in Indonesia, Surakarta: Masters

(1) The appointment and placement of lecturers and educational staff by the implementing body is carried out based on a work agreement or work agreement in accordance with the provisions of laws and regulations;

(2) The administrative body as referred to in paragraph (2) is required to provide basic salaries and allowances to lecturers and education staff in accordance with the provisions of the laws and regulations.

Meanwhile, discussion of work agreements can be seen in Law no. 13 of 2003 concerning Manpower, which is contained in several articles. Article 52 paragraph (1) states:
(1) Work agreements are made on the basis of:
a) Both side agreement;
b) Ability or ability to carry out legal actions;
c) There is an agreed job; And
d) The agreed work does not conflict with public order, decency, and applicable laws and regulations.

Law Studies at the University of Sebelas Maret Postgraduate Program, 2003, p. 20.
Whereas Article 53 states that all matters and/or costs required for the implementation of the work agreement are carried out by and are the responsibility of the entrepreneur.
Further provisions regarding work agreements can be seen in Article 54 paragraph (1) which states:
(1) A work agreement made in writing at least contains:
a) Name, company address and type of business;
b) Name, gender, age and address of the worker/laborer;
c) Position or type of work;
d) place of work;
e) The magnitude wages And method of payment;
f) Working conditions that contain the rights and obligations of employers and workers/labourers;
g) Start And period the validity period of the work agreement;
h) Place and date of work agreement made; And
i) Signatures of the parties inside employment agreement.

According to Salim, after the legal subject in the agreement has been clearly stated for both parties, including regarding the legal authority of each party, the agreement maker must master the material for the agreement to be made by the parties. The two most important things in the agreement are the object and nature of the agreement and the terms or conditions agreed upon[12]. Examining the provisions stipulated in the article above, the discussion regarding legal protection for lecturers as educators can be started from an understanding of work agreements that are made and at the same time become law for those who make them (lecturers and heads of foundations).[13]The provisions stipulated in the article mentioned above must become a common standard for further determining the contents of the agreement made, because the absence of arrangements regarding matters that must be included in the work agreement causes the agreement to become legally invalid, or at least places one of the parties at a disadvantage. weak position.

[12]Salim HS et al, Contract Design and Memorandum of Understanding (MoU), Jakarta: Sinar Graphic, 2007, p. 120.
[13]This is seen in the provisions of Article 1338 paragraph
(1) The Civil Code which states "all agreements made legally, apply as laws for those who make them".

Legal construction in Indonesia places agreements within the scope of civil law, so that any disputes in civil relations must be resolved within the scope of civil procedural law.[14], unless otherwise stipulated in the laws and regulations. Based on the explanation above, the position of the agreement made between the lecturer and the foundation is the realm of private law (civil) which should have the same legal status in the juridical aspect, but in the sociological aspect of law it turns out that the position of the lecturer is not equal. Therefore, it is the government's obligation to intervene in regulating and protecting workers (private lecturers) from arbitrary acts by foundations in implementing work agreements, determining minimum wages, Termination of Employment (PHK) and so on.[15].

b. Repressive Legal Protection, namely the final protection in the form of sanctions20 which is given if a dispute has occurred or a violation has been committed
Even though there are laws and regulations and work agreements, industrial relations disputes are still often encountered between workers/workers and employers. This does not only apply to workers/workers who work in companies, but also penetrates the education sector, especially in sectors that place educational institutions as a place for doing business.[16]. Disputes in the field of industrial relations that have been known so far can occur regarding rights that have been determined, or regarding labor conditions that have not been determined either in work agreements, company regulations, collective labor agreements or laws and regulations2[1718].

Even at a more technical level, there are work agreements made by lecturers and foundations. However, this problem is not immediately solved. There are various conflicts that accompany the implementation of work agreements. Therefore, legal protection as a separate description of the function of law which has the concept that law provides justice, order, certainty, benefit and peace, especially to those who

3) Specifically regarding legal sanctions, in outline they can be distinguished into: a) Private sanctions; And
b) Public sanction. See Achmad Ali, Revealing the Law of the Second Edition, Jakarta: Kencana, p. 63-64.
parties who have the potential to have their rights violated, or to those whose position is weak.
Regarding the conflicts that occur between lecturers and foundations, the law places itself in the position of "conflict resolution". Law No. Number 2 of 2004 concerning Settlement of Industrial

[14]Article 25 paragraph (2) of Law no. 48 of 2009 concerning Power Justice state that "The general judiciary as referred to in paragraph (1) has the authority to examine, adjudicate, and decide on criminal and civil cases in accordance with statutory provisions.

[15]Even though the legal relationship created between a lecturer and a foundation is private (civil), the state has an important role to play in ensuring that the working relationship that is built does not lead to arbitrariness by the strong against the weak. One of the government's involvement can be seen in determining the "decent living needs" by establishing a "Wage Council, as stipulated in the Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia Number 13 of 2012 concerning Components and Implementation of Stages of Achieving Decent Living Needs. 20 According to Achmad Ali, sanctions contain several elements, namely:

[16]) Sanctions are reactions, consequences, or consequences of violations or deviations from social norms (both legal and non-legal norms);

[17]) Sanctions are a power or a tool of power to force compliance with certain social rules;

[18]UU no. 28 of 2004 concerning Amendments to Law Number 16 of 2001 Article 1 point 1 states "A foundation is a legal entity consisting of separated assets and intended to achieve certain goals in the social, religious and humanitarian fields that do not have members". Referring to the definition put forward by the law, education administration bodies should not be profit-oriented or profit-oriented. 22 See Elucidation of Law of the Republic of Indonesia Number 2 of 2004 Concerning Industrial Relations Disputes Settlement, General section.

Relations Disputes provides a way of resolving industrial relations disputes through 2 (two) mechanisms, namely:

a. Settlement mechanism out of court.

Settlement of Industrial Relations disputes[19]regulated in Law no. 2 of 2004 concerning Settlement of Industrial Relations Disputes allows the settlement of labor/labor disputes outside the court. This provision can be seen in Article 3 paragraph (1) which reads "Disputes in industrial relations must be resolved first through bipartite negotiations.[20]by deliberation to reach a consensus".

This article provides a way of resolving disputes between workers/workers and employers based on deliberation for consensus by holding the principle of kinship. If there is an agreement between the worker and the employer or between the union and the employer, then it must be stated in an agreement between the two parties which is called a collective agreement with the provision that the agreement agreed upon by both parties is legally binding and must be implemented 25.

Settlement through deliberation or out of court is an early stage of settlement in the hope that a solution can be found for the dispute that occurs. But unfortunately, the deliberation process does not necessarily produce a joint agreement. This happened because each party defended its own opinions and beliefs, so that said

[25]Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes Article 7 states:

(1) In the event that the deliberations referred to in Article 3 can reach a settlement agreement, a Collective Agreement is made which is signed by the parties.

(2) The Collective Agreement as referred to in paragraph (1) is binding and becomes law and must be implemented by the parties.

[26] Out of court settlement is carried out in several ways, namely:

1) Bipartite Negotiations;
2) Mediation;
3) Conciliation; 4) Arbitration.

"agreed" never materialized in the deliberations. Thus, there is no other way that can be taken by both parties other than through legal channels.

As a rule of law country, Indonesia must create a law enforcement system capable of creating harmony, peace, order and prosperity for the people. In the view of progressive law, such a law enforcement system is a law enforcement system that is pro-people, frees and makes people happy27. Therefore, the next mechanism that can be taken by lecturers in the event of a labor dispute with the foundation is through a legal mechanism, namely the Industrial Relations Court.

b. Completion through court line

The new law operates after there is a conflict. It operates through the judiciary. In cases like this, it is the duty of the court to pass a decision that resolves the conflict. Parsons and his colleagues watched

[19]UU no. 2 of 2004 concerning Settlement of Industrial Relations Disputes Article 1 Number 1 states: "Industrial Relations Disputes are differences of opinion that result in conflict between employers or groups of employers and workers/laborers or trade unions/labor unions because of disputes regarding rights, disputes over interests, disputes over the termination of employment relations and disputes between trade unions/labor unions within one company" .

[20]Article 1 point 10 Law Number 2 of 2004 concerning Settlement of Relationship Disputes Industry states "Bipartite negotiations are negotiations between workers/laborers or trade unions/labor unions and employers to resolve industrial relations disputes"

[27] Bambang Waluyo, Law Enforcement at Indonesia,Jakarta: Sinar Graphic, 2016, p. 136.

[28] Achmad Ali, Op. Cit, p. 118. 29 Normatively, the absolute competence of the Industrial Relations Court can be seen in Article 56, which states: "The Industrial Relations Court has the duty and authority to examine and decide:

a) at the first level regarding rights disputes;

b) in the first and last level regarding interest disputes;

that the court depends on 3 (three) types of input, namely28:

1) "The court needs an analysis to know the cause and effect of the disputed event;

2) Courts need a conception of the division of labor: what is the purpose of the system, what conditions are created by it use of power;

3) The court wants the plaintiff to choose the court as a conflict resolution mechanism.

In order to anticipate the settlement and distribution of labor disputes so that they are in line with the demands of the times, Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes as a forum for the Industrial Relations Court (PHI) within the scope of general courts.

c) at the first level regarding disputes over termination of employment;

d) at the first and last levels concerning disputes between trade unions/labor unions within one company".

This provision is continued in Article 57 which states that the procedural law used in the settlement of industrial relations is civil procedural law, unless otherwise stipulated by laws and regulations.

a quick, fair, and cheap solution.

In order to realize a fast, appropriate, fair and inexpensive settlement, the settlement of industrial relations disputes through the Industrial Relations Court (PHI) is limited in its process and stages by not opening up opportunities to submit appeals to Court of Appeal, Decisions of the Industrial Relations Court at the District Court concerning rights disputes and disputes over termination of employment can be directly appealed to the Supreme Court. While the Court's decision Industrial Relations at the District Court which concerns disputes over interests and disputes between trade unions/labor unions within one company is a first and final level decision which cannot be appealed to the Supreme Court[21].

Disputes that arise as a result of working relations do not only focus on cases that fall under the jurisdiction of the Industrial Relations Court alone, but various other issues do not escape lecturers, one of which is a crime committed by the foundation against lecturers. One form of crime that is often committed by employers against workers/laborers is paying labor wages lower than the minimum wage and preventing workers from forming unions.[22]. Arrangements regarding labor crimes can be seen in the provisions of Articles 183 to 189 of Law No. 13 of 2003 concerning Manpower. This provision gives lecturers the right to report criminal acts committed by foundations to the police if any provisions of criminal acts are violated, up to the next level of

[21]Explanation of the Law of the Republic of Indonesia Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes in General Provisions Number. 10.

[22]One example of this case is the decision of the panel of judges at the Bangil District Court, East Java, to sentence a furniture businessman to one year in prison. The entrepreneur was found guilty of committing a labor crime by underpaying his workers' wages and obstructing his workers from organizing unions. In addition to imprisonment, the businessman was also fined Rp. 250 million.

examination, namely the decision of the District Court. However, technically there are many things that need to be resolved if the entrepreneur is a legal entity[23]. law is that he is located as a legal subject. According to Satjipto Rahardjo, the placement of corporations as legal subjects in criminal law cannot be separated from social modernization which has an impact on the need to recognize that people's lives are increasingly modern, increasingly complex social, economic and political systems, so that the need for a formal life control system will become even greater. . See Muladi and Dwidja Priyatno, Revised Edition Corporate Criminal Responsibility, 4th Printing, Jakarta: Kencana, 2013, p. 43. In addition, Mardjono Reksodipuro said that in the development of criminal law in Indonesia there are 3 (three) systems of corporate responsibility as subjects of criminal acts, namely:

Strategies for Lecturers to Have the Same Position as Education Organizing Bodies

Provisions in laws and regulations place the parties having equal status in an agreement. However, at the implementation level there are still a number of cases where the implementation has not been in accordance with statutory regulations and mutual agreements. This happens because the bargaining value of laborers/workers is low in the eyes of employers, as well as the fact that the number of workers with available jobs is still not comparable, giving rise to an understanding that employers treat workers/workers as they please because there are still many workers who replace workers/workers. the worker was terminated. The biggest fear for companies is when their "smooth game" employs workers/laborers who are not in accordance with the provisions of laws and regulations known to the public, such as paying wages below the minimum wage, not providing health insurance, giving overtime that is not worth paying, requiring workers (lecturers) to work beyond the set hours. The management of the corporation as a maker, then the management is responsible; the corporation as the maker, then the corporation is responsible; and corporations as creators and responsible persons. See Mahrus Ali, Corporate Crime Study on the Relevance of Sanctions for Action Against Corporate Crime, Yogyakarta: Meaning of Bumi Intaran, 2008, p. 47.

[33]Article 28 states:

“Anyone is prohibited from obstructing or forcing workers/laborers to form or

based on applicable laws under the pretext of loyalty, and so on. Such conditions trigger "resistance" from workers/workers (lecturers), although on a less massive scale. So, it is not surprising that some companies try to prevent workers from joining forces.

This weak position of workers requires a supporting pillar to strengthen the struggle to obtain their rights. There are several pillars that play a very important role in upholding the rights of workers or laborers to realize their welfare, one of which is through the organization of trade unions/labor unions which aims to balance the position of workers and employers. The existence of this union is like the expression "a broom stick, when united, is difficult to break, but when alone, it is easy to break". The position of trade unions is supported by the protection of the right to organize as stipulated in Law no. 21 of 2000

Concerning Worker/Labor Unions33.

The constitutional guarantee of association is regulated in the 1945 Constitution (UUD) Article 28E paragraph (3) which states "Every person has the right to not form, become administrators or not become administrators, become members or not become members and/or carry out or not carry out trade union/labor union activities by:

[23]Based on Law no. 28 of 2004 concerning Amendments to Law Number 16 of 2001 concerning Foundations Article 1 states that foundations are legal entities.

Legal consequences of the foundation as a body

a) Carrying out termination of employment, temporary dismissal, demoting positions, or carrying out mutations;
b) No pay or reduce the wages of workers/laborers;
c) intimidation in any form;
d) Carry out campaigns against the formation of trade unions/labor unions".

freedom of association, assembly and expression". The 1945 Constitution directly and expressly guarantees freedom to associate or organize, freedom to assemble, and freedom to express opinions, not only for every Indonesian citizen, including the formation of trade unions/workers. This union guarantee is not only limited to legal guarantees, but is also a form of Human Rights (HAM).[24].

We can see the definition of a labor/worker union in the provisions of Law No. 21 of 2000 concerning Trade Unions/Labor Unions Article 1 Number 1 which states:

"Trade unions/labor unions are organizations formed from, by and for workers/laborers both within the company and outside the company, which are free, open, independent, democratic and responsible for fighting for, defending and protecting the rights and interests of workers. / workers and improve the welfare of workers / laborers and their families ". The freedom of lecturers to form unions is also strengthened by the provisions of Government Regulation Number 37 of 2009 concerning Lecturers Article 30 which states:

"(1) Lecturers have the freedom to associate in professional organizations or scientific professional organizations in accordance with statutory provisions.

(2) The freedom to associate as referred to in paragraph (1) does not interfere with the implementation

tridharma higher education which is the responsibility of professionalism.

Everyone is free to form or participate in membership or become administrators of organizations in social life within the territory of the Republic of Indonesia. It's just that, how this freedom is used, what are the conditions and procedures for forming, fostering, organizing activities, supervising and disbanding the organization of course still have to be regulated in more detail, namely by law and its implementing regulations.[25]In other words, the provisions contained in a statutory regulation related to trade unions/labor unions in essence provide a boundary between what trade unions/labor unions may do and what cannot be done. In principle, freedom of association guaranteed by laws and regulations has 2 (two) main objectives that must be achieved, namely: First, human rights must be protected as basic rights; Second, there must be a guarantee that the rights and freedoms of others can be exercised freedom-associate-in-Constitution/ on November 5, 2016 at 17.30. Regulations regarding matters or issues outlined by legal provisions which form the basis for the issuance of lower or more specific regulations are usually referred to as organic laws and regulations.

Well. In order for this goal to be realized, the right to freedom of association is limited by two clauses, namely public interest and applicable laws and regulations.[26]. This limitation is in the context of providing protection for other parties from the arbitrary forms of trade unions/labor unions. Trade unions are a means of channeling workers' desires, hopes, complaints, suggestions or criticism of employers. In modern management systems, the importance of a humanitarian approach is highly emphasized to foster employee motivation. In addition, the semi-formal channels and non-formal channels that exist in the company are very effective mechanisms beyond the hierarchical structural channels. In this case the union functions as a semi-formal channel.

[24]Article 24 paragraph (1) of Law Number 39 of 1999 concerning Human Rights states: "Every person has the right to assemble, meet and associate for peaceful purposes".

[25]Jimly Asshiddiqie, "Regulating Freedom of Association in the Law", accessed fromhttp://jimlyschool.com/read/analytics/274/mengatur-

[26]Bahder Johan Nasution, Labor Law Freedom of Association for Workers, Bandung: Mandar Maju, 2004, p. 44.

Through labor unions, expectations, instructions and information from the company can be conveyed properly to workers[27].

In addition, the benefits of forming a trade union or joining as a member of a trade/labor union, especially those related to or in direct contact with the situation of workers/labor, include among others[28]:

a. Establish communication between workers/laborers and workers/laborers who incidentally have the same interests and the same rights;

b. Obtain advocacy or defense of issues that are detrimental to workers if employers or leaders take actions that are not in accordance with labor regulations that have been regulated in laws and regulations;

c. Moving together to fight for the interests or rights of workers/labourers will be more easily achieved;

d. Facilitate workers/laborers in terms of communicating with employers/company leaders, because there are workers/labor union officials who will accommodate interests in accordance with statutory rules.

Meanwhile, the functions of trade unions/labor unions according to the provisions stipulated in Law no. 21 Year 2000 About Trade unions/labor unions can be seen in Article 4 which states: "(1) Trade unions/labor unions, federations and confederations of trade unions/labor unions laborer aims to provide protection, defense of rights and interests, and promotion of proper welfare for workers/laborers and their families.

(2) In order to achieve the objectives referred to in paragraph (1), trade unions/labor unions, federations and confederations of trade unions/labor unions have the following functions:

a. As a party in making collective labor agreements and industrial dispute resolution;

b. As representatives of workers/laborers in cooperation institutions in the field of manpower according to their level;

c. As a means of creating industrial relations that are harmonious, dynamic and fair in accordance with laws and regulations valid invitation;

d. As a means of channeling aspirations in fighting for the rights and interests of its members;

e. As the planner, executor, and person in charge of workers/labourers' strikes in accordance with the prevailing laws and regulations;

f. As representatives of workers/labourers in fighting for share ownership in the company.

Trade unions as institutions or organizations that protect workers/workers, both within the company and outside the company, have several rights that are protected by law. This right can be seen in the provisions of Article 25 paragraph (1) of Law no. 21 of 2000 concerning Trade Unions/Labour Unions which states:

"Trade unions/labor unions, federations and confederations of trade unions/labor unions that already have a registration number have the right to:

[27]Bahder Johan Nasution, "The Function of Freedom of Association for Workers in Pancasila Industrial Relations", Innovative Journal, Volume VIII, Number I, 2015, p. 4-5.

[28]DPC. KSPSI Kab. Tengerang, Benefits and Importance of Association, accessed via http://kspsitangerang.blogspot.co.id/2015/02/manfaat-And-importance-united. html on November 7 2016, accessed at 16.05.

a) Make collective work agreements with employers; b) Representing workers/laborers in completing
industrial disputes;
c) Represent workers/laborers in the institution
employment;
d) Establish institutions or carry out activities related to efforts to improve the welfare of workers/laborers;
e) Carrying out other activities in the field of manpower that are not contrary to the applicable laws and regulations.

The existence of trade/labor unions at the present time little by little shows a more elegant position in the eyes of the law, because their existence does not only talk about how workers/workers fight for their rights through violence, but are getting smarter in fighting for their rights through knowledge, dialogue, and mass media involvement. Such methods are easier to get a response from employers, as well as closing opportunities for employers to sue the trade unions/workers as a result of unlawful acts committed by workers who tend to be repressive.

The law clearly mandates companies, in this case foundations that oversee educational institutions, not to hinder lecturers from forming trade/labor unions. But unfortunately, until now it is still very rare to find lecturers' unions that are members of education administration bodies. This could happen because lecturers' unions are still not familiar in Indonesia. In fact, judging from the understanding and knowledge possessed by a lecturer, of course lecturer unions formed by lecturers and/or educational staff are easier to carry out elegant actions, in line with legal corridors, and have a greater success rate.

3.CONCLUSION

Lecturers have an equal position with the foundation in accordance with the work agreement entered into by both parties. Legal protection given to lecturers can be seen from 2 (two) ways, namely: First, Preventive through agreements made before the lecturer works at the university; Second, Repressive through the Industrial Relations Court (PHI). The strategy for lecturers to have a sociologically equal position is to form a labor union. Trade unions/workers have many benefits and goals, even the existence of trade unions/workers is protected by laws and regulations, even preventing workers/workers from forming trade unions/labor is a crime against manpower. In this study, the authors also suggest that lecturers should form a trade/labor union so that employers (the foundation) do not do as they please.

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