THE MODEL OF LEGAL CONTRACT BETWEEN COURIER AND EXPEDITION COMPANY IN PAMEKASAN REGENCY

Aminullah[1], Hanafi[2]
[1,2]Faculty of Law, Islamic University of Madura
[1]aminullah@uim.ac.id
[2]hanafi_as87@yahoo.com

Abstract

The status of couriers as expedited employees often raises legal issues, especially regarding fulfilling their rights as workers in the context of labour law protection in Indonesia. These legal issues are then exacerbated by enacting the labour copyright law, which is detrimental to many workers. This study aims to determine the implementation of the work agreement between the expedition company and the courier. This research analyses the work contract model between couriers and expedition companies in Pamekasan Regency. This research uses empirical legal research methods conducted at several expedition companies in Pamekasan. The result of the research is that the expedition company chooses to be financially responsible in implementing the employment contract with the courier, where the model of employment contract applied by the expedition company to the courier is a certain time employment agreement (PKWT), which is renewed every year, so there are several things that the company can avoid including severance pay, employee leave, overtime pay, and health insurance facilities.

Keywords: *courier, legal contract, labour law. expedition company.*

Introduction

The news in the mass media on February 15, 2023, regarding the courier who died while delivering a package in Kebon Jeruk Jakarta, became a special highlight for the community. The thing in the spotlight is how the fate of the courier gets security coverage because he died while working. Law No. 40 of 2004 concerning the National Social Security System states that employers must register Social Security to their workers. It is also reinforced in Government Regulation No. 44 of

2015 concerning the Implementation of the Work Accident and Death Insurance Program that every employer is obliged to register himself and his workers as participants in the Work Accident and Death Insurance program (JKK and JKM) to BPJS Employment.[1]

The types of employment contracts used by expedition companies in hiring couriers vary depending on the rules and policies. Some types of employment contracts commonly used in the expedition industry are Fixed-term employment contracts, which are types of contracts that hire couriers for an indefinite period of time and provide more precise and stable rights, such as health benefits, annual leave, and pension guarantees. The second is a fixed-term employment contract, which is a type of contract that hires couriers for a certain period, such as six months or one year, with rights and obligations tailored to the duration of the contract. The third is a project work contract, used for specific projects with a precise completion time, such as delivery in an *event* or promotional campaign. Usually, project work contracts have a shorter period and provide salaries or benefits tailored to the job. The fourth is a part-time contract, which hires couriers to work on a flexible or limited schedule, such as working for 4 hours or 6 hours a day. Couriers with part-time agreements usually do not get the same benefits as couriers with fixed or fixed-term contracts. Forwarding companies must follow the applicable legal regulations in hiring couriers. Law No. 13 of 2003 on Manpower in Article 86 also states that every worker/labourer has the right to obtain occupational safety and health protection.[2]

Employers have a responsibility to fulfil labour rights. One of the labour rights is the right to welfare. The fulfilment of workers' rights must be in accordance with

[1] Noor Aisyah Salsabillah and Eny Sulistyowati, "Kesadaran Hukum Pekerja Kurir/Pengantar Barang Shopee Express Terkait Kewajiban Keikutsertaan Pada Program Jaminan Kecelakaan Kerja Di Surabaya," *Novum: Jurnal Hukum* In Press-, no. 14 (2022): 7–8, https://doi.org/https://doi.org/10.2674/novum.v0i0.48215.

[2] Sukma Jumiati, Ganefi Ganefi, and Candra Irawan, "Implementation Of Article 86 Of Law Number 13 Of 2003 Concerning Manpower,Occupational Safety And Health Toward Operator Of Gas Station Number 21.381.09 At Rawa Makmur Of Bengkulu City," *Bengkoelen Justice : Jurnal Ilmu Hukum* 12, no. 1 (May 10, 2022): 79, https://doi.org/10.33369/j_bengkoelenjust.v12i1.21328.

applicable regulations, and employers cannot commit arbitrariness against their workers. BPJS Employment is tasked with protecting workers through services in the employment social security program. In accordance with the principle of insurance, the employer has an insurable interest based on the obligations stipulated in the provisions of national social security legislation. Therefore, the obligation makes the employer responsible for fulfilling the workers' right to obtain labour social security. The regulation does not necessarily guarantee the employer's compliance, so in addition to causing the loss of protection benefits for workers, it also creates legal risks for the employer in the form of administrative and criminal sanctions.[3] Occupational protection and safety are very important for workers in all fields, including in the expedition industry, such as preventing accidents and injuries, maintaining worker health, increasing productivity, avoiding additional costs, and improving the company's reputation.

As carried out by PT JNE, there are several forms of work agreements between PT JNE and couriers. Including the first is Work Agreement Letter 21 (SPK 21), Work Agreement Letter (SPK) 21 is an agreement letter for casual workers, freelance labourers or freelance. This agreement is valid for 21 working days, and the wages paid must be in accordance with the UMK (City / District Minimum Wage). Usually used for children who are training/freelance, it is only done for one day of work. The second is the Specified Time Work Agreement, PKWT must be made in writing and is usually intended for non-permanent workers. The Specified Time Work Agreement (PKWT) carried out by PT JNE can only be done three times, or another name for PKWT itself is a contract agreement. In PT JNE, new workers can be appointed permanent workers if their work is always good and increases daily. If the worker's performance remains stable during the specified period, the worker

[3] Ismail Koto and Erwin Asmadi, "Pertanggungjawaban Hukum Terhadap Tindakan Malpraktik Tenaga Medis Di Rumah Sakit," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 4, no. 2 (November 26, 2021): 181–92, https://doi.org/10.24090/volksgeist.v4i2.5372.

can be appointed permanent. Thus, the worker is then entitled to a Work Letter (SK) given to him by the company.[4]

The development in the industrial world makes the labour world require a structured work safety management system. The main factor in work safety is the protection of workers or labourers. Often, entrepreneurs or company managers only think about how to get the maximum profit, which causes side effects that ignore the welfare of workers or labourers. So, in this case, there needs to be intervention from the government so that the rights of workers or labourers are still guaranteed and fulfilled.[5]

The research on implementing labour regulations to couriers as a foundation in this study (State of The Art) is presented as follows: Legal Protection for Couriers in the Online Shopping *Cash on Delivery* System.[6] This study aims to determine the legal position of couriers in online buying and selling activities, especially in the COD payment system, and to find out the legal protection that can be given to couriers in the COD payment system, especially legal protection for couriers against buyers who default and reject the goods they ordered. The method used in this research is the normative juridical method by examining library materials or secondary data sources. The results showed that the legal position of the courier in the online shopping COD system is as a deposit recipient, as a person who replaces the goods delivery service company in carrying out the seller's power, and as a recipient of payment from the buyer. The legal protection that can be given to the courier in the online shopping COD system is to guarantee that the courier is not responsible for discrepancies or damage to goods that are not caused by his fault or negligence.

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[4] Memed Hermanto and Sri Budi Purwaningsih, "Critical Review on New Indonesia Law on Labour Rights," *Indonesian Journal of Law and Economics Review* 13, no. 1 (November 2, 2021): 76–90, https://doi.org/10.21070/ijler.v13i0.740.

[5] Muhammad Rizky Ramadhan, Muhammad Kamal, and Mochammad Andry Wardhana Wikra Mamonto, "Omnibus Law in Indonesia: Legal Protection of Workers in Employment Contracts," *Golden Ratio of Law and Social Policy Review* 1, no. 1 (November 30, 2021): 7–16, https://doi.org/10.52970/grlspr.v1i1.151.

[6] Koto and Asmadi, "Pertanggungjawaban Hukum Terhadap Tindakan Malpraktik Tenaga Medis Di Rumah Sakit," 187.

Gogo Kun (2015) Implementation of Normative Labor Rights According to Law No. 13 of 2003 concerning Manpower (Study at PT. Mulia Jaya - Malang City). This legal research examines the normative rights of workers according to Law No.13/2003 concerning Manpower at PT. Mulia Jaya Malang City. The analysis results in this study indicate that the normative rights of workers at PT Mulia Jaya have only been implemented for permanent workers, while the normative rights of contract workers have not been fulfilled. These normative rights consist of 1) the right to get wages; 2) the right to get protection for safety, health, and treatment in accordance with human dignity and religious morals; 3) the right to establish and become a member of a labour union.

Junaidi (2021) states that several factors influence the implementation of legal protection for courier workers, both supporting and inhibiting factors. Courier rights in sending goods, namely the courier has the right to guarantee the safety of the goods until the recipient's hand, has the right to get good service, has the right to file a claim and get compensation for the delivery of goods that have been damaged, has the right to ownership of the goods sent as long as they have not been handed over to the recipients. The obligations that couriers must carry out are sending packages to the destination address, ensuring that the package arrives safely, collecting data during delivery, maintaining sender and recipient data, conducting COD transactions, implementing company SOPs and depositing delivery data.

In addition to protection, wage regulations are also regulated in various labour wage regulations, namely Law Number 11 of 2020 concerning Job Creation, which states that every worker/labourer has the right to a decent livelihood for humanity. For this reason, the central government stipulates wage policies, which include minimum wages, wage structures and scales, and overtime work. Wages, wages for not coming to work and / or not doing work for specific reasons, forms and payment

methods of salary, things that can be calculated with wages, and wages as a basis for calculating or paying other rights and obligations.[7]

The above research has discussed several work agreements made by companies (both expedition companies and not) related to their compliance with Laws and regulations. This research will highlight the implementation of work agreements between expedition companies and couriers, considering that over the past five years, most people have needed courier services due to the impact of global digitalization. On the other hand, companies tend to only be concerned with making profits without paying attention to the protection of couriers, so this research will later highlight the company's alignments towards the protection and safety of its couriers' work, as stated in the news on February 15. When workers do not get the protection of death and work accident insurance, there is no coverage for the families left behind. Complete worker protection is an additional economic welfare for workers and their families.

PKWT, Outsourcing, Working Time and Rest Time, and Layoffs; and Government Regulation No. 36 on Wages. Wages are regulated in Articles 88-90 Law Number 13 the Year 2003 on Manpower, which were revised through the Omnibus Law or Law No. 11 of 2020 on Job Creation, Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation (Perppu on Job Creation).

Methods

This research uses the Empirical Legal Research is a legal research method that uses empirical facts taken from human behavior. Using empirical facts from human behaviour, both verbal and actual behaviour were obtained from interviews. Verbal behaviour is obtained from interviews, and actual behaviour is done through direct observation. Done through direct observation. Empirical research is also used to observe the results of human behaviour in the form of physical relics and archives.

[7] Law Number 11 of 2020 concerning job creation

The method of collecting data is through interview techniques and using secondary data, namely labour laws, then analyzing the data, namely data and information that has been collected from the results of the research, both interviews with relevant informants, couriers and expeditions, then analyzed descriptively qualitatively, namely a method of analyzing data by classifying and selecting data obtained from research according to quality and truth. Then, the data is connected with theories, laws, and regulations obtained from document studies to obtain answers to the problems in this study.

Discussion

Forms of Expedition Company Work Agreement

JNE Established on November 26, 1990, PT Tiki Jalur Nugraha Ekakurir or JNE, began its business activities centred on handling customs/import activities of goods/documents and their delivery from abroad to Indonesia. In its work agreement, JNE applies 3 (three) types of work agreements, namely the first SPK (Work Agreement Letter). It is an agreement letter for casual daily workers, casual labourers, or freelancers. This agreement is valid for 21 working days, and the wages paid must be in accordance with the UMK (City/Cab Minimum Wage). Usually used for children who are *training / freelance, it is only done for one day* of work. The second is a Fixed-Term Employment Agreement (PKWT), which must be written in writing and usually intended for non-permanent workers. The Specified Time Work Agreement (PKWT) carried out by PT JNE can only be done three times, or another name for PKWT itself is a contract agreement. The first PKWT is carried out for two years, and the second PKWT is carried out for a maximum of two years. After the second PKWT expires, the worker cannot immediately continue to the third PKWT.[8] The worker must first be laid off for a week or for a month and then can return to

[8] Kinda Rizki, Eko Ruddy Cahyadi, and Alim Setiawan Slamet, "The Effect of Online Shop Owner Satisfaction on Logistic Services (Comparative Study of JNE and J&T Express)," *Indonesian Journal of Business and Entrepreneurship* 6, no. 2 (May 20, 2020): 113–32, https://doi.org/10.17358/ijbe.6.2.196.

the company to continue the third PKWT. The third work agreement, the Indefinite Time Work Agreement (PKWTT), is a work agreement between workers/laborers and employers to establish a permanent working relationship. In PT JNE, new workers can be appointed permanent workers if their work is always good and increases daily. If the worker's performance remains stable during the specified time, the worker can be appointed permanent. Thus, the worker is then entitled to a Work Letter (SK) given to the worker by the company. The wages used by PT JNE are a scheme in the form of basic salary, attendance incentives and transportation money[9].

Anteraja provides logistics services that reach all over Indonesia with the support of a complete ecosystem. The goal is to create jobs to boost the national economy.[10] Since 2019, Anteraja has grown into one of the leading logistics companies in Indonesia that integrates technological advances in every service. The PT Anteraja's work agreement with the Courier is in the form of a work contract for a Specific Time Work Agreement (PKWT); for couriers in Pamekasan Regency, there is only one type of work agreement, and it is renewed every year. The wage system consists of daily transportation money, delivery and pick-up incentives[11].

ID Express is the fastest-growing delivery service in Indonesia. The ID Express service is present and accessible 24/7 every day. ID Express currently has more than 1,000 locations spread throughout Indonesia to reach shipments to remote areas of the country. ID Express has the vision to become Southeast Asia's largest technology-based express delivery service by focusing on the e-commerce marketplace, retail, social commerce, principal business, 4PL and Return Logistics. The mission is to facilitate access to unlimited delivery services, prioritize speed, accuracy, and safety of the latest robot-based technology, innovate to develop

[9] Interview with JNE courier on July 27, 2023
[10] Leni Subagio, Nico Bustanul Anshary, and Rezkiyana Hikmah, "Perancangan Sistem Informasi Pengajuan Libur Dan Cuti Perusahaan Anteraja Berbasis Java Netbeans," *Semnas Ristek (Seminar Nasional Riset Dan Inovasi Teknologi)* 7, no. 1 (January 15, 2023): 117–30, https://doi.org/10.30998/semnasristek.v7i1.6405.
[11] Interview with AnterAja Courier on July 27, 2023.

reliable and trusted delivery services and provide a quality delivery service experience in Indonesia and Southeast Asia. At ID Express, the wage system consists of a basic salary to reach the delivery target of 20 packages per day and will get a bonus if ID Express couriers can send as many as 650 packages in one month.

Review of Labor Contracts Executed by Expedition Companies with Their Workers

According to Article 1 Paragraph 30 of Law No. 13 of 2003 concerning Manpower, wages are the rights of workers/labourers who are received and expressed in the form of money as compensation from employers or employers to workers/labourers who are determined and paid according to a work agreement, agreement, or laws and regulations, including benefits for workers/labourers and their families for work or services that have been or will be performed.[12]

Law of the Republic of Indonesia Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation Article 3 states that it guarantees every citizen to obtain a job and receive fair and decent compensation and treatment in labour relations.[13]

Based on the two rules above, it can be seen that the pattern of cooperation between couriers and expedition companies in terms of labour law can vary. Regarding Employment Status, this cooperation pattern is whether the courier is considered an employee or an *independent contractor*. Employees generally have more rights and protections under labour laws, such as the right to wages, leave, social security, and protection from unfair termination. Expedition companies, however, choose to be safe by using non-permanent contracts as a form of

[12] Surya Perdana, "Comparison of Government Efforts in Improving the Welfare of Indonesian Workers Based on Law Number 13 of 2003 Concerning Manpower and Draft Law Number 11 of 2020 Concerning Job Creation," *International Journal Reglement & Society (IJRS* 2, no. 1 (January 30, 2021): 114–29, https://doi.org/10.55357/ijrs.v2i1.85.

[13] Endah Pujiastuti, Retno Saraswati, and Lita Tyesta ALW, "Provincial Government Policies in Implementing the Legal Policy of Labor Supervision in Indonesia," in *SSRN Electronic Journal*, 2021, 57–76, https://doi.org/10.2139/ssrn.3864007.

employment so that the company is free from labour responsibilities. The law requires an explicit employment contract between the courier and the expedition company. This contract should detail the rights and obligations of each party, including salary or compensation, working hours, safety obligations, and so on.[14]

Article 21 of Law No. 13 of 2003 reveals that if companies use vocational training in the apprenticeship process, it is carried out based on an apprenticeship agreement between participants and employers, which is made in writing and contains the provisions of the rights and obligations of participants and employers as well as the period of apprenticeship. Article 59 of Law No. 13 of 2003, work agreements for a certain period can only be made for specific jobs which, according to the type and nature or activities of the work, will be completed within a certain time, as for the criteria, namely work that is completed once or is temporary, work that is expected to be completed in a not too long time and a maximum of 3 (three) years, which is seasonal, and work related to new products, new activities, or additional products that are still being tested or explored. A fixed-term employment agreement based on a specific period may be held for a maximum of 2 (two) years and may only be extended 1 (one) time for a maximum period of 1 (one) year. Meanwhile, in the courier work contract with the expedition company, the applied PKWT work contract does not recognize the maximum time limit. It only extends it every year if the work contract expires.[15]

The law also regulates the maximum number of working hours, working time limits, and rest periods that must be provided to workers. Couriers considered employees of expedition companies may have the right to reasonable working hours and adequate rest periods. In Article 77 of Law No. 13 of 2003, every employer is obliged to implement the provisions of working time, namely 7 (seven) hours in 1 (one) day and 40 (forty) hours in 1 (one) week for 6 (six) working days in 1 (one)

[14] Pujiastuti, Saraswati, and Tyesta ALW, 67.
[15] Dian Purnamasari, Firman Wijaya, and Anwar Budiman, "Pemutusan Hubungan Kerja Karena Pelanggaran Berat Ditinjau Dari Kepastian Hukum," *JIIP - Jurnal Ilmiah Ilmu Pendidikan* 6, no. 5 (May 5, 2023): 3505–14, https://doi.org/10.54371/jiip.v6i5.1953.

week. Courier working hours at expedition companies depend on the number of packages that must be delivered, even though seven hours have passed in a day, couriers still have to continue delivering packages until completion and do not get overtime[16]. Article 78 also reveals that Employers who employ workers/labourers beyond the working time are obliged to pay overtime wages.[17]

Employees are entitled to wages that at least meet the standards set by law. Couriers are also entitled to social security protection, such as health insurance, pension insurance, and other employment protection. In the event of termination of employment, couriers are also entitled to severance pay as described in Article 58 of Law No. 13 of 2003 concerning labour. The employment contract model applied by expedition companies to couriers should follow the mandate of the law, but what happens is that couriers only get PKWT employment contracts, which, when the contract ends, the company does not need to provide severance pay to couriers. The company takes refuge behind the provision of BPJS Employment facilities that can cover work accidents and job loss guarantees. Employers have a responsibility to fulfil labour rights. One of the rights of labour is the right to welfare. The fulfilment of workers' rights must be in accordance with applicable regulations, and employers cannot commit arbitrariness against their workers.[18]

Model of Legal Contract between Courier and Expedition Company in Pamekasan Regency; A Review of Labour Law Perspective

According to Labor Law No. 13 of 2003, the employment contract model is divided into limited-time employment contracts (PKWT) and employment contracts for indefinite periods (PKWTT). The implementation of PKWT in labour relations

[16] Article 77 of Law No. 13 of 2003
[17] Rista Veria Dewi and Djulaeka Djulaeka, "The Legal Protection of Consumers for Acquisition PDAM Clean Water Service (The Case Study Of PDAM Surabaya City)," *Trunojoyo Law Review* 2, no. 2 (January 10, 2021): 98–117, https://doi.org/10.21107/tlr.v2i2.9498.
[18] Stephen Clibborn and Sally Hanna-Osborne, "The Employer Perspective on Wage Law Non-Compliance: State of The Field and A Framework for New Understanding," *Industrial Relations: A Journal of Economy and Society* 62, no. 4 (October 15, 2023): 411–38, https://doi.org/10.1111/irel.12333.

has not fully complied with the law and the principles of justice, leading to demonstrations by workers demanding better welfare.[19] Legal protection for outsourced workers within the contract period is not optimal and is conflicting, as different articles in different laws provide different compensation amounts. To improve legal protection, it is recommended to establish specialized agencies such as ACAS in the UK, which can give fair protection to outsourced workers and ensure job replacement for workers dismissed during the contract period. In addition, specialized laws governing outsourcing are needed to address the challenges and problems encountered in implementing labour contracts.[20]

The legal contract model between couriers and expedition companies in Pamekasan Regency can be viewed from a labour law perspective. The Labor Contract Law provides specific rules and regulations regarding labour dispatch and outsourcing, which can be applied to the relationship between couriers and shipping companies. In addition, the franchise agreement between the franchisor and franchisee can serve as a reference for understanding the rights and obligations of both parties in a business partnership.[21] Furthermore, indefinite termination of an employment contract by an employer, as discussed in the Palestinian Labor Law, can provide insight into termination rights and reasons that may apply in courier company relationships. By considering this legal perspective, a model legal contract can be developed to ensure the rights and responsibilities of couriers and shipping companies are adequately addressed and protected.[22]

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[19] Sardjana Orba Manullang, "Indonesian Law and Human Rights Expert's View on The Constitutional Court's Decision Against the Manpower Law from The Omnibus Law," *Linguistics and Culture Review* 6, no. 1 (December 26, 2021): 1–14, https://doi.org/10.21744/lingcure.v6nS5.2043.

[20] Nura Damayanti Ariningsih, Windy Ratna Yulifa, and Aris Prio Agus Santoso, "Legal Protection For Workers Through Social Security Program," *Journal Research of Social, Science, Economics, and Management* 1, no. 1 (August 31, 2021): 18–30, https://doi.org/10.36418/jrssem.v1i1.2.

[21] Grace Evelyn Pardede and Ferdinand Sujanto, "Urgensi Penyeragaman Kebijakan COD Pada Marketplace Indonesia Demi Mewujudkan Perlindungan Hukum," *Journal Economic & Business Law Review* 2, no. 2 (October 30, 2022): 73, https://doi.org/10.19184/jeblr.v2i2.26565.

[22] Aditya Beriyan Gusti, "Perlindungan Hukum Di Bidang Keselamatan Dan Kesehatan Kerja Terhadap Risiko Kerja Bagi Kurir Ekspedisi," *Jurist-Diction* 5, no. 5 (2022): 1651–68, https://doi.org/10.20473/jd.v5i5.38430.

Employment contracts are a central element in labour law, governing the will of the parties involved. There are different definitions and interpretations of employment contracts, with the 2019 draft Labor Code considered more complete and relevant.[23] Legislative regulation of employment contracts was compared between the Labor Code and the draft law "On Labor" in Ukraine, emphasizing the need for clear and flexible rules that protect workers' rights.[24] Traditional employment contracts perpetuate inequality and lack collective regulation, leading to legal provisions and collective bargaining to protect employees. The changing nature of the employment relationship is discussed, highlighting the impact of legislation, collective bargaining, and a more purposeful interpretation of the statutory definition of "employee". The article also explores the role of employment contracts in a well-functioning labour market and potential market failures that may justify legal intervention.[25]

Conclusion

The work agreement between the courier and the expedition company adheres to the system of a specific time work agreement (PKWT) where the work contract is generally extended every year, whereas in Law No. 13 of 2003 work contracts for a specific time can only be made for certain jobs which according to the type and nature of work activities will be completed within a particular time and work that is expected to be completed in a not too long time and a maximum of 3 (three) years. The employment contract model applied by expedition companies to

[23] Muh Ersandi Rizki Pratama and Sutrisno Sutrisno, "Perlindungan Hukum Terhadap Kurir Jika Terjadi Ketidaksesuaian Pengiriman Barang Terhadap Konsumen Dalam Transaksi Cash on Delivery (COD)," *Sultan Jurisprudence: Jurnal Riset Ilmu Hukum* 2, no. 2 (October 28, 2022): 146, https://doi.org/10.51825/sjp.v2i2.16304.
[24] Muwaffiq Jufri, *Hukum Dan Hak Asasi Manusia; Dasar Teori Dan Praktiknya* (Depok: Rajawali Pers, 2023), 79, https://www.rajagrafindo.co.id/produk/hukum-dan-hak-asasi-manusia-dasar-teori-dan-praktiknya-muwaffiq-jufri/.
[25] Riska Amalia Cicik Rustiana, "Perlindungan Hukum Terhadap Konsumen Pengiriman Barang Pada Jasa Ekspedisi Darat Di Kabupaten Semarang," *RAMPAI Jurnal Hukukm* 2, no. 1 (2023): 35–46, https://doi.org/https://doi.org/10.35473/rjh.v2i2.2586.

couriers also does not follow the law's mandate. Namely, couriers only get PKWT employment contracts, which, when the contract ends, the company does not need to provide severance pay to couriers. The contribution of this research is as an evaluation material for the government in an effort to ensure the legal certainty of the courier profession with regard to its employment status in a company.

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