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PRINCIPLES OF INDUSTRIAL RELATIONS DISPUTE RESOLUTION THROUGH MEDIATION

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Abstract

This study aims to analyze the online trading arrangements based on Law Number 8 of 1999 concerning consumer protection and Law Number 19 of 2016 concerning amendments to Law Number 11 of 2008 concerning electronic information and transactions. The method used is normative juridical. The results show that legal protection for online shopping consumers can be provided in terms of legal certainty as stipulated in the laws and regulations governing online shopping, namely Law Number 19 of 2016 concerning Amendments to Law No. 11 of 2008 concerning Electronic Transaction Information in conjunction with Law No. 8 of 1999 concerning Consumer Protection. The existence of an electronic contract as regulated in Article 18 (1) of the ITE Law is recognized and has the same position as a conventional sale and purchase contract. Through electronic contracts, consumers can sue business actors if a dispute arises due to the electronic transaction.

Keywords: Protection, Consumers, Electronics, Online, Transactions.

A. INTRODUCTION

Disputes or disputes are always possible in every relationship between people, even considering that the subject of law has long known the legal entity, the parties involved in it are increasing. With the increasing complexity of people's life patterns, the scope of events or disputed events covers a wider scope, including what often gets the spotlight is industrial relations disputes. Industrial relations disputes usually occur between workers / workers and employers / employers or between worker organizations / labor organizations and company organizations / employer organizations. Of the many events or events that are controversial or disputed, the most important is how the solution for its resolution to be truly objective and fair.[1]

Disputes between workers and employers cannot be resolved by termination of employment or resignation alone, this can result in worsening the condition of the relationship between workers and employers. Some literature states, that the driving factors for conflict are differences in opinions and views, differences in goals, incompatibility in the way of achieving goals, negative influences from other parties, competition, the desire of one party to express his wishes excessively, lack of understanding of a law and regulations.[2]

Legal protection for workers is basically aimed at protecting their rights. Protection of workers' rights comes from Article 27 paragraph (2), Article 28 D paragraph (1), Article 28 D paragraph (2) of the 1945 Constitution. This provision, shows that in Indonesia the right to work has gained an important place and is protected by the 1945 Constitution. Industrial relations are expected to take place harmoniously and lastingly, but in practice problems often arise. These problems if they cannot be resolved by the parties involved in industrial relations can result in disputes.[3]

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The settlement of trade union relations disputes with employers that was previously regulated in Law No. 22 of 1957 is known as labor dispute settlement, as according to Law No. 2 of 2004 is known as Indus-trial Relationship Dispute Settlement. The settlement process according to Law No. 2 of 2004 begins with an out-of-court settlement, an out-of-court settlement results in an agreement, then a letter of collective agreement is made and if it does not produce an agreement, then the next process is forwarded to the industrial relations court.[4]

Industrial Relations Disputes according to Law No. 2 of 2004 see 4 types of disputes, namely: rights disputes, interest disputes, termination disputes (PHK), disputes between trade unions / trade unions within the company. Resolution of these disputes can be done through: negotiation, mediation, conciliation, arbitration, industrial relations disputes court and the Supreme Court. Each resolution body will resolve disputes according to the type of dispute.[5]

The process of peaceful dispute resolution can be achieved if the positions of the parties to the negotiations are equal or balanced, so that a fair agreement can also be reached for the parties. In fact, it is the parties' unequal position in industrial relations disputes that 'invites' interference from a third party, namely the government. Peaceful dispute resolution in Law No. 2 of 2004 is indicated by settlement between two parties (bipartite) or through third parties, namely mediation, conciliation and arbitration, by reducing direct government interference and providing freedom for the parties to resolve disputes.[6]

Mediation as one of the business senketa settlement institutions began to be known in Indonesia since the 1990s, mediation has a distinctive characteristic, which has a comparative way by involving a third party called a mediator. Law No. 2 of 2004 which regulates mediators seems vague, discriminatory, because there is no provision that allows mediators other than civil servants in the field of labor.[7]

The mediation provisions in Law No. 2 of 2004 seem vague, because there is no provision that allows mediators other than civil servants in the field of labor. The resolution of industrial relations disputes is not too significant a difference with civil disputes in general. Settlement of industrial relations disputes by litigation is guided by the provisions of the Civil Procedure Law applicable in general courts (Article 57). Mediators in civil courts can generally be done by anyone, as long as he is able to act as a neutral mediator and trusted by the parties to the dispute.[8]

B. PEMBAHASAN

1. Principles of Industrial Relations Dispute Resolution

The term "Industrial Relations Dispute" was first regulated in the laws and regulations in Indonesia, in Article 1 number 22 of Law No. 13/2003 which defines industrial relations disputes as "differences of opinion that result in conflicts between employers or combinations of employers and workers / workers or trade unions / trade unions due to disputes regarding rights, disputes of interest and disputes over termination of employment and disputes between trade unions in only one company".

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The term industrial relations dispute is then also accommodated in Article 1 number 1 of Law No. 2/2004 and other laws and regulations in the field of labor as a standard term. Prior to the promulgation of Law No. 13/2003, the term used to designate a dispute between employers and workers / workers was a labor dispute based on Article 1 number 1 letter c of Law No. 22/1957 defined as "a conflict between an employer or employer association and a trade union or trade union combination in connection with the absence of a conformity of understanding, regarding employment relations, working conditions and / or labor conditions".[9]

Based on the General Explanation of Law No. 2/2004, it is affirmed that Law No. 2/2004 regulates the settlement of industrial relations disputes caused by:[10]

a) Differences of opinion or interest regarding labor conditions that have not been regulated in employment agreements, company regulations, collective labor agreements or laws and regulations;

b) Negligence or non-compliance of one or the parties in implementing normative provisions that have been regulated in work agreements, company regulations, collective labor agreements or laws and regulations;

c) Termination of employment; and

d) Differences of opinion between trade unions / trade unions in one company regarding the implementation of trade union rights and obligations.

Based on the definition of industrial relations disputes as stipulated in Law No. 13/2003 jo. Law No. 2/2004 it can be seen that the types of industrial relations disputes are more varied than the types of labor disputes, where industrial relations disputes include rights disputes, interest disputes, termination disputes and disputes between trade unions / trade unions in one company, while labor disputes as regulated Law No. 22/1957 only regulates rights disputes and interest disputes.[11]

Furthermore, with regard to the principles in the settlement of industrial relations disputes, both in Law No. 13/2003 and in Law No. 2/2004 do not explicitly mention the principles of industrial relations dispute resolution. The principles of industrial relations settlement can be observed and found from the history or background of the establishment of Law No. 13/2003 and Law No. 2/2004 and can be observed implicitly accommodated in the provisions of Law No. 2/2004.

Historically, Law No. 2/2004 was promulgated as a replacement for Law No. 22/1957 and Law No. 12/1964 which in its application have not been able to realize fast, precise, fair and cheap settlement of industrial relations disputes. In addition, from the beginning of the establishment of Law No. 22/1957 and Law No. 12/1964 it has also been regulated that industrial relations disputes must be resolved by deliberation to reach consensus between the disputing parties, only then if deliberation efforts are not achieved, employers and workers / workers can resolve industrial relations disputes through dispute resolution institutions regulated by law based on the agreement of the parties.[12]

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Based on these matters, it can be seen that the principles of industrial relations settlement, among others: (1) the principles of kinship, mutual assistance and deliberation for consensus; (2) the principle of freedom to choose the institution of dispute resolution; and (3) the principle of fast, fair and cheap. The principles of kinship, mutual assistance and deliberation for consensus can be found in the settlement of industrial relations disputes through deliberation for consensus in bipartite institutions before further settlement.[13]

1. The Principle of Deliberation for Consensus

Normatively, the principle of deliberation for consensus can be observed in Article 136 paragraph (1) of Law No. 13/2003 which stipulates that "Settlement of industrial relations disputes must be carried out by employers and workers / workers or trade unions / trade unions by deliberation for consensus". Similar provisions are also stipulated in Article 3 paragraph (1) of Law No. 2/2004 which states that "Industrial relations disputes must be resolved first through deliberative bipartite negotiations to reach consensus".

The provisions of Article 3 paragraph (1) of Law No. 2/2004 are also affirmed in the General Explanation of Law No. 2/2004 which states that "The best dispute resolution is a settlement by the disputing parties so that a favorable result can be obtained for both parties. This bipartite settlement is carried out through consensus deliberation by the parties without interference by any party".

Settlement through bipartite is identified as the embodiment of the principle of deliberation for consensus because settlement through bipartite is also referred to as negotiation settlement which means negotiation or deliberation, where in general bipartite negotiation is interpreted as an effort to resolve disputes by deliberation by employers and workers / workers by not involving other parties with the aim of reaching an agreement / consensus on the basis of harmonious cooperation, kinship and mutual assistance

Furthermore, it is also affirmed in the General Explanation of Law No. 2/2004 number 3 that one of the main contents of Law No. 2/2004 is "every industrial relations dispute is initially resolved by deliberation for consensus by the disputing parties (bipartite)". Furthermore, in consideration of the Regulation of the Minister of Manpower and Transmigration Number Per.31 / Men / XII / 2008 concerning Guidelines for Resolving Industrial Relations Disputes through Bipartite Negotiations (hereinafter referred to as "Permenakertrans No. 31/2008") it is stated "that negotiations are bipartite with the principle of deliberation to reach consensus in a familial and open manner".

In the implementing regulations of Law No. 22/1957 and Law No. 12/1964 are also regulated regarding the principle of deliberation for this consensus, one of which is in Article 3 letter a of Kepmenaker No. 15A/1994 which stipulates that "The settlement of complaints before they become industrial relations disputes and termination of employment is carried out at the company level bipartite with the principle of deliberation for consensus by the workers themselves or through their superiors with employers".

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In addition, the principle of deliberation to reach consensus is also regulated in Article 35 of Law No. 21/2000 which states that "Any dispute between trade unions/trade unions, federations and confederations of trade unions/trade unions is resolved by deliberation by the trade unions/trade unions, federations and confederations of trade unions/trade unions concerned".

2. The Principle of Free Choice of Dispute Resolution Institutions

The principle of freedom to choose a dispute resolution institution means that before making a lawsuit attempt to resolve a dispute through litigation or through an industrial relations court, the parties to the dispute through agreement are free to choose dispute resolution through arbitration, conciliation or mediation institutions. This is as accommodated in the provisions of Article 136 paragraph (2) of Law No. 13/2003 which states that, In the event that a deliberative settlement for consensus as referred to in paragraph (1) is not achieved, then employers and workers / workers or trade unions / trade unions resolve industrial relations disputes through industrial relations dispute resolution procedures regulated by law. That the procedure for resolving industrial relations disputes regulated by law as referred to in the last phrase of Article 136 paragraph (2) of Law No. 13/2003 is the procedure for resolving industrial relations disputes as stipulated in Law No. 2/2004.

Article 4 of Law No. 2/2004 stipulates that;

(1) In the event that bipartite negotiations fail as referred to in Article 3 paragraph (3), then one or both parties register their dispute with the agency responsible for local labor by attaching evidence that efforts to resolve through bipartite negotiations have been made.

(2) If the evidence as referred to in paragraph (1) is not attached, the agency responsible for manpower shall return the file to be completed no later than 7 (seven) working days from the date of receipt of the file return.

(3) Upon receipt of records from one or more of the parties, the agency responsible for local labor shall offer the parties to agree on a settlement by conciliation or arbitration.

(4) In the event that the parties do not determine the option of settlement through conciliation or arbitration within 7 (seven) working days, the agency responsible for labor delegates the dispute resolution to the mediator.

(5) Settlement through conciliation is carried out for the settlement of interest disputes, termination disputes or disputes between trade unions / trade unions.

(6) Settlement through arbitration is carried out for the settlement of administrative disputes or disputes between trade unions / trade unions.

Based on the provisions of Article 4 paragraph (2) and paragraph (4) of Law No. 2/2004, it can be seen that the principle of freedom to choose a dispute resolution institution is manifested in the freedom of the disputing parties to determine the dispute between them to be resolved through mediation, conciliation or arbitration institutions, where if the parties choose one of conciliation or arbitration, then the dispute resolution is carried out based on the choice of the parties, or if the parties do not exercise their choice as to the institution of conciliation or

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arbitration, then *a-contrario*, the parties wish that the dispute be resolved through the institution of mediation.[14]

The provision shows that the Framer of Law No. 2/2004 did not put mediation as an alternative to resolving industrial relations disputes along with conciliation and arbitration, because of the desire of the government to implement the function of the state in providing public services to the community in the form of mediators who have the status of Civil Servants (PNS) in agencies responsible for labor.

3. Principles of Fast, Fair and Cheap

The principle of fast, fair and cheap in resolving industrial relations disputes can be observed from consideration of letter b of Law No. 2/2004 which states that "in the era of industrialization, the problem of industrial relations disputes is becoming increasingly increasing and complex, so that institutions and mechanisms for resolving industrial relations disputes are needed that are fast, precise, fair and cheap". This was later reaffirmed in General Explanation number 10 of Law No. 2/2004 which stated that,

> "To ensure a fast, precise, fair and cheap settlement, the settlement of industrial relations disputes through the Industrial Relations Court which is in the general judicial environment is limited in process and stages by not opening the opportunity to appeal to the High Court, Industrial Relations Court decisions in the District Court concerning rights disputes and termination disputes can be directly requested for cassation to the Supreme Court. Meanwhile, the decision of the Industrial Relations Court in the District Court concerning disputes of interest and disputes between trade unions / trade unions in one company is a decision of the first and last instance that cannot be appealed to the Supreme Court."

Thisfast, fair and cheap settlement of industrial relations disputes is in dispute resolution through the Industrial Relations Court. This is shown by the clear time limit given by Law No. 2/2004 for each stage in the settlement of industrial relations disputes. Where the deadline for dispute resolution through bipartite is 30 (thirty) working days, if within that period no agreement is reached, through agreement the parties can choose one of the arbitral institutions or conciliation institutions or if the parties do not choose one of them, then proceed with settlement through mediation institutions. At this stage the settlement period is not more than 30 (thirty) working days, and if both parties or one party alone cannot accept the advice of the conciliator or mediator, then the party can file a lawsuit to the Industrial Relations Court, where within 50 (fifty) working days, the Industrial Relations Court must make a decision.[15]

In the event that the settlement is made by arbitration, the party displeased with the arbitrator's award may not refer the dispute to the Industrial Relations Court because the arbitral award is final and binding. This is as affirmed in Article 1 point 1 of Law No. 30/1999 which states that:

> "Arbitration is a way of resolving a civil case outside the general court based on an arbitration agreement made in writing by the parties to the dispute"

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Article 1 number 15 of Law No. 2/2004 which states that

> "Industrial relations arbitration, hereinafter referred to as arbitration, is the settlement of a dispute of interest, and disputes between trade unions / trade unions in only one company, outside the industrial relations dispute court through the written agreement of the disputing parties to submit the dispute resolution to the arbitrator whose award is binding on the parties and is final"

Furthermore, the principle of fairness is reflected in the settlement of industrial relations disputes carried out through deliberation. In addition, when viewed in terms of the decisions of the Industrial Relations Court and the Supreme Court decided by the Tribunal Judges whose composition consists of Career Judges and Ad-Hoc Judges, it is expected that decision making on industrial relations disputes that occur also reflects a sense of justice.21 Then the principle of cheapness itself is reflected in the provisions stating that in proceedings at the Industrial Relations Court, litigants are not charged case costs until the execution of a lawsuit value of less than Rp. 150,000,000.00 (one hundred fifty million rupiah), there is no appeal to the High Court and there are restrictions on dispute issues that can be submitted cassation to the Supreme Court.[16]

Furthermore, the understanding of a simple, fast and low-cost trial can be found in the Explanation of Article 2 paragraph (4) of Law No. 2/2004 which states that, What is meant by "simple" is the examination and resolution of cases carried out in an efficient and effective manner. What is meant by "light costs" is the cost of cases that can be reached by the community. However, the principle of simple, fast and low cost in the examination and settlement of cases in court does not override thoroughness and thoroughness in seeking truth and justice.

The principles in resolving industrial relations disputes include: the principles of kinship, mutual assistance and deliberation for consensus; the principle of freedom to choose the institution of dispute resolution; and the principle of fast, fair and cheap. These three principles are basically derivatives or further embodiments of the principle of justice in the protection and recognition of human rights, including the constitutionalization rights of citizens in the field of labor as affirmed in Psal 28D paragraph (2) of the 1945 NRI Constitution which states that "Everyone has the right to work and to get fair and decent remuneration and treatment in employment relations". The provisions of Article 28D paragraph (2) of the 1945 Constitution indicate that laws and regulations in Indonesia try to ensure protection for citizens who are in the position of workers or people who do work.[17]

2. Settlement of Industrial Relations Disputes Through Mediation

One of the Industrial Relations dispute resolutions can be done through mediation. Martin C Euwena et. The AI provides the following definition of mediation: [18]

> "*Mediation is an assisted negotiation by a third neutral, the mediator, who differently from judges and arbitrators has no power to impose a solution for the parties*".

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Which means "Mediation is a negotiation with the help of a neutral third party, a mediator, in contrast to judges and arbitrators who have the power to impose a solution on the parties".

Mediation is a form of dispute resolution with a third party that helps both parties to the disagreement to find agreement. This third party may be determined by both parties to the dispute, or appointed by the competent authority for it. Whether the mediator is the result of the choice of both parties, or because it is appointed by a person who has power, both parties to the dispute must agree that the services of a mediator will be used in seeking a solution.[19]

Mediation, in various countries is considered the best way in resolving disputes between employers and workers. This happens because conflicts between employers and workers are routine and settlement through litigation is not cheap (not just calculated case costs). The mediation system is a good thing, but there are many obstacles because now the orientation of dispute resolution is litigation because it is considered the only one that can guarantee legal certainty. Therefore, only certain countries actually implement mediation properly.[20]

Japan is a country that has been very successful in implementing mediation, this was conveyed by Yoshiro Kusano a former judge in Japan, who is very experienced in mediation. According to him, the success rate of mediation in Japan reaches 75% or more. The idea of dispute resolution in Japan is successful because it departs from noble traditional values, such as arasoi *o mizu ni nagasu* (let matters run like water), *kenkai ryoo-seibai* (parties are punished fairly) and arasoi maruku osameru (resolve problems within the circle).[21]

The People's Republic of China is also noted to have a high success rate in resolving industrial relations disputes through mediation. However, unlike Japan, the bamboo curtain country is stricter in its settlement. There are three keys to the success of mediation in China, namely: First, there is a strong state presence in mediation, not only is the government the designer of the mediation system but the promoters involved are also government agents. Second, unlike European countries that place mediation as an alternative to litigation, China places mediation as a procedure that must be passed first before it can be directed to arbitration or court. Third, mediation in China is directed at de-escalating conflicts rather than seeking justice. The drawback of the concept is that workers are often forced to accept compensation that is less than the value of the court decision.[22]

Mediation dispute resolution is a dispute resolution carried out with the help of mediators in each office of the agency responsible for district / city employment. The mediator is a third party as an intermediary party who must be neutral in resolving disputes. The provisions of Article 9 of Law No. 2 of 2004 regulate the conditions for becoming a mediator, namely faith and devotion to God Almighty; Indonesian citizen, able-bodied; mastering labor regulations; authoritative, honest, fair and irreproachable behavior; educated at least strata one (S1); It has the legitimacy of the Minister of Work and Transmigration. This means that here the me- diator is a civil servant (PNS) who must also comply with the Civil Service Law.

The principle of deliberation for consensus is manifested in the mechanism for resolving industrial relations disputes outside the court, namely in the mediation process.

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This is as affirmed in the provisions of Article 1 number 11 of Law No. 2/2004 which states that;[23]

> "Industrial Relations Mediation, hereinafter referred to as mediation, is the settlement of rights disputes, interest disputes, termination disputes, and disputes between trade unions / trade unions in only one company through deliberations mediated by one or more neutral mediators.

Settlement of industrial relations disputes through mediation is carried out if no agreement is reached in bipartite negotiations. As explained in Law No. 2/2004 through Article 3 Paragraph (3) stipulates, that if within a period of 30 (thirty days) one party refuses to negotiate or negotiations have been carried out but do not reach an agreement, then bipartite negotiations are considered to have failed. Dispute resolution through mediation is carried out by mediators located in each agency office located in each agency office responsible for district / city employment. Within no later than 7 (seven) working days after receiving a written request, the mediator must have conducted research on the sitting of the case and immediately hold a mediation hearing.

In accordance with the provisions of Article 1 Number 1 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, if there is no agreement between the parties to the dispute, as one of the efforts that can be done by the parties before the case reaches PHI (Industrial Relations Court) can be used by the Mediation Institution. Cases handled by mediation institutions are rights disputes, interest disputes, layoff disputes (Termination of Employment), and disputes between trade unions or trade unions in only one company. The mediator in the context of resolving cases mediates or becomes a peacemaker who can mediate in the settlement of industrial relations disputes. If a dispute resolution agreement has been reached through the Mediator, a joint agreement is made signed by the parties and the Mediator. The agreement is then registered in the Industrial Relations Court of the local District Court.

The mediation procedure as stipulated in Law No. 2 of 2004 and implementing regulations can basically be applied to mediation procedures for independent mediators. To quote Galenter's opinion that the presence of alternative courts need not occur in physical form, but (also) in ongoing processes. This means, that if the parties agree other than those stipulated by laws and regulations, as long as they do not conflict with the laws and regulations, then the procedure can be handed over to the mediator (other than PNS Disnaker) of course with the agreement of the parties. Although assisted by a mediator, the mediator still uses the principle of deliberation for consensus[24]

Some things that need to be considered by the parties as a guideline are: the existence of a written agreement from the parties, called a mediation agreement, the minimum material that must be regulated in this agreement includes: identity of the disputing parties, the chosen place of mediation, the name of the chosen mediator, honorarium and travel costs of the mediator, settlement prioritizes the principle of deliberation for consensus, the parties have the right to accept or reject recommendations from the mediator, the limitation of the settlement period, can be determined according to the agreement, but ideally not more than the time limit of 30

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(thirty) days as stipulated in Law No. 2 of 2004, an agreement to implement the results of deliberations between the media- tor and the disputing parties and if an agreement is not reached the parties can submit a settlement, the dispute to the industrial relations court in accordance with applicable regulations, Accompanied by treatises, mediation solutions have been attempted.[25]

C. CONCLUSION

The principles in the settlement of industrial relations disputes, both in Law No. 13/2003 and in Law No. 2/2004 do not explicitly mention the principles of industrial relations dispute resolution. The principles of industrial relations settlement can be observed and found from the history or background of the establishment of Law No. 13/2003 and Law No. 2/2004 and can be observed implicitly accommodated in the provisions of Law No. 2/2004. The principles in resolving industrial relations disputes include: the principles of kinship, mutual assistance and deliberation for consensus; the principle of freedom to choose the institution of dispute resolution; and the principle of fast, fair and cheap. These three principles are basically derivatives or further embodiments of the principle of justice in the protection and recognition of human rights, including the constitutionalization rights of citizens in the field of labor as affirmed in Article 28D paragraph (2) of the 1945 NRI Constitution.

One of the Industrial Relations dispute resolutions can be done through mediation. The principle of deliberation for consensus is manifested in the mechanism for resolving industrial relations disputes outside the court, namely in the mediation process. This is as affirmed in the provisions of Article 1 number 11 of Law No. 2/2004 which states that; "Industrial Relations Mediation, hereinafter referred to as mediation, is the settlement of rights disputes, interest disputes, termination disputes, and disputes between trade unions / trade unions in only one company through deliberations mediated by one or more neutral mediators".[26]

Footnote

1) Destiny Rahmadi, *Mediation, Dispute Resolution Through Consensus Approach* (Jakarta: Rajawali Press, 2010), p. 26.
2) Dean G Pruitt and Z. Rubin, *Social Conflict* (Yogyakarta: Student Library, 2004), p. 29.
3) Osgar Sahim Matompo and Wafda vivid Izziyana, "The Omnibus Law Concept and the Problems of the Job Creation Bill," *Rechstaat Nieuw (New Rule of Law)* 5, no. 1 (2020): 1–8, file:///C:/Users/ASUS/Downloads/(1) The Concept Of Omnibus Law And The Issue Of The Job Creation Bill.pdf.
4) Dahlia and Agatha Jumiati, "Settlement of Industrial Relations Disputes Based on Law Number 2 of 2004," *Journal of Legal Discourse* IX, no. 2 (2011).
5) Legal Research Team, *Legal Research on Industrial Relations Dispute Resolution* (Jakarta: BPHN Kemenkumham, 2010), p. 23.
6) Irawan, "Settlement of Industrial Relations Disputes Through Mediators," *IUS Journal* I, No. 2 (2013): 375.
7) Sugeng Santoso, "Characteristics of Industrial Relations Dispute Resolution," *Journal of the Pulpit of Yustitia* 2, no. 1 (2018).

The Seybold Report
ISSN 1533-9211
DOI: 10.5281/zenodo.10070875

8) Akhmad Mukkaram, "Shar'i Principles on Engagement in the Indonesian Civil Code and Moroccan Civil Code," *Al-Qanun Islamic Law Thought and Reform Journal* 8, no. 2 (2004): 435–46.

9) Abdul Rachmad Budiono, *Labor Law* (Jakarta: index, 2009), p. 4.

10) Maimun, *Employment Law, An Introduction* (Jakarta: Pradnya Paramita, 2007).p. 182

11) Budiono, *Labor Law*.2009, p. 4

12) Andrian Sutedi, *Labor Law,* (Jakarta: Sinar Grafika, 2009). Hlm. VI

13) Fritje Rumimpunu, "The Pancasila Industrial Relations System in Indonesia with Manpower, Companies Seen from the Aspect (Manpower Law No. 13 of 2003)," *Unsrat Journal* II, no. 2 (2014).p 7

14) Petrus Irwan Panjaitan and Pandapotan Simorangkir, *Penitentiary in the Perspective of the Criminal Justice System* (Jakarta: PT. Sinar Harapan Library, 1995). p 375

15) Christian Daniel Hermes, "The Role of the Manpower Office in Solving Industrial Relations in Pematangsiantar City," *DADING Electronic Journal* 1, no. 1 (2014). p 8

16) Muzni Tambusai, *Industrial Relations Coaching Series, Legal Certainty and Industrial Relations Dispute Resolution* (Jakarta: International Labour Office, n.d.2005). p 15

17) Rumimpunu Fritje, "The Pancasila Industrial Relations System in Indonesia with Manpower, Companies Seen from the Aspect (Manpower Law No. 13 of 2003)," *Unsrat Journal* II, no. 2 (2013).

18) Martin C. Euwema et Al., *Mediation in Collective Labor Conflicts* (Springer: Switzerland, n.d.2019). p 10

19) Pruitt and Z. Rubin, *Social Conflict*. p 4

20) Ibid, p. 4

21) Dinda Silviana Putri Haikal Arsalan, "Legal and Human Rights Reform in Industrial Relations Dispute Resolution," *Human Rights Journal* 11, no. 1 (2020).p 47

22) Wenjia Zhuang and Feng Chen, "Mediate First': The Revival of Mediation in Labour Dispute Resolution in China," *China Quarterly* 2, no. 222 (2015). p 382

23) Santoso, "Characteristics of Industrial Relations Dispute Resolution." p 94

24) Satjipto Raharjo, "Looking Back at the Role of the Jakarta Supreme Court: Law Reform Consortium," *Pantarei Law Journal* 1, no. 3 (2009). p 13

25) Yetniwati, Hartati, and Meriyarni, "Legal Reform of Industrial Relations Dispute Resolution by Mediation," *Journal of Legal Dynamics* 14, no. 2 (2014). p. 260

26) Santoso, "Characteristics of Industrial Relations Dispute Resolution." p. 94

Bibliography

1) Al., Martin C. Euwema et. *Mediation in Collective Labor Conflicts*. Springer: Switzerland, n.d.

2) Budiono, Abdul Rachmad. *Labor Law*. Jakarta: index, 2009.

3) Dahlia, and Agatha Jumiati. "Settlement of Industrial Relations Disputes Based on Law Number 2 of 2004." *Journal of Legal Discourse* IX, no. 2 (2011).

4) Haikal Arsalan, Dinda Silviana Putri. "Legal and Human Rights Reform in Industrial Relations Dispute Resolution." *Journal of Human Rights* 11, no. 1 (2020).

5) Hermes, Christian Daniel. "The Role of the Manpower Office in Resolving Industrial Relations in Pematangsiantar City." *DADING Electronic Journal* 1 , no. 1 (2014).

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ISSN 1533-9211
DOI: 10.5281/zenodo.10070875

6) Law, Research Team. *Legal Research on Industrial Relations Dispute Resolution*. Jakarta: BPHN Kemenkumham, 2010.

7) Irawan. "Settlement of Industrial Relations Disputes through Mediators." *IUS* Journal I, no. 2 (2013): 375.

8) Maimun. *Employment Law, An Introduction*. Jakarta: Pradnya Paramita, 2007.

9) Matompo, Osgar Sahim, and Wafda vivid Izziyana. "The Omnibus Law Concept and the Problems of the Job Creation Bill." *Rechstaat Nieuw (new rule of law)* 5, no. 1 (2020): 1–8.

10) Mukkaram, Akhmad. "Shar'i principles on engagement in the Indonesian Civil Code and Moroccan Civil Code." *Journal of Islamic Law Thought and Reform Al-Qanun* 8, no. 2 (2004): 435–46.

11) Panjaitan, Petrus Irwan, and Pandapotan Simorangkir. *Penitentiary in the perspective of the criminal justice system*. Jakarta: PT. Sinar Harapan Library, 1995.

12) Pruitt, Dean G, and Z. Rubin. *Social Conflicts*. Yogyakarta: Student Library, 2004.

13) Raharjo, Satjipto. "Looking Back at the Role of the Jakarta Supreme Court: A Consortium for Legal Reform." *Pantarei Law Journal* 1, no. 3 (2009).

14) Rahmadi, Destiny. *Mediation, dispute resolution through consensus approach*. Jakarta: Rajawali Press, 2010.

15) Rumimpunu, Fritje. "The Pancasila Industrial Relations System in Indonesia with Manpower, Companies is seen from the aspect (Manpower Law No. 13 of 2003)." *Journal of Unsrat* II, no. 2 (2014).

16) Santoso, Sugeng. "Characteristics of Industrial Relations Dispute Resolution." *Journal of Mimbar Yustitia* 2, no. 1 (2018).

17) Sutedi, Andrian. *Labor Law,*. Jakarta: Sinar Grafika, 2009.

18) Tambusai, Muzni. *Industrial Relations Coaching Series, Legal Certainty and Industrial Relations Dispute Resolution*. Jakarta: International Labour Office, n.d.

19) Yetniwati, Hartati, and Meriyarni. "Legal Reform of Mediated Settlement of Industrial Relations Disputes." *Journal of Legal Dynamics* 14, no. 2 (2014).

20) Zhuang, Wenjia, and Feng Chen. “Mediate First’: The Revival of Mediation in Labour Dispute Resolution in China.” *China Quarterly* 2, no. 222 (2015).