



Legal Protection and Employer Responsibility for Workers Who Do Not Have a Written Employment Agreement Based on Law no. 13 of 2003

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ABSTRACT

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This study aims to analyze the form of legal protection for workers who do not have a written employment agreement and the responsibilities of employers based on Law Number 13 of 2003 concerning Manpower. The research method used is normative legal research with a statute approach and a conceptual approach. The data used are in the form of primary, secondary, and tertiary legal materials analyzed qualitatively through literature studies. The results of the study indicate that even though the employment relationship is not made in the form of a written employment agreement, workers still receive legal protection as long as they have fulfilled the elements of an employment relationship, namely the existence of work, wages, and orders. Based on the provisions of Law Number 13 of 2003, an employment relationship that is not stated in a written employment agreement, especially a Fixed-Term Employment Agreement (PKWT), can be considered an Indefinite-Term Employment Agreement (PKWTT). Employers remain responsible for fulfilling workers' normative rights, such as payment of wages, employment social security, working hours, leave, occupational safety and health protection, and the provision of severance pay in the event of termination of employment in accordance with the provisions of laws and regulations. Thus, the existence of a written employment agreement provides legal certainty for both parties. However, the absence of a written employment agreement does not eliminate the employer's obligation to provide legal protection and fulfill workers' rights as stipulated in laws and regulations.

Keywords: Legal Protection, Employer Responsibility, Written Employment, Workers

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INTRODUCTION

Indonesia is a country based on law as stated in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. This means that all forms of action taken by the government and the community or between the community and the community must be based on law to prevent arbitrary actions by those in power.

As a nation governed by law, legal protection and guarantees for human rights are essential. According to Satjipto Rahardjo, legal protection is the protection of human rights that have been harmed by others, and this protection is provided to the community so that they can enjoy all the rights granted by law (Raharjo, 2015). Drawing a conclusion from this opinion, the existence of law plays a crucial role in regulating the way of life of today's society, whose development has become increasingly rapid due to globalization. Likewise, in the context of the relationship between employers and employees, the principle of human rights

must not be ignored.

The constitutional basis for employment law in Indonesia is as stated in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia which states that "every citizen has the right to work and a decent living for humanity."

The same thing is also explained in Article 5 of Law Number 13 of 2003 concerning Manpower which states that "every worker has the same opportunity without discrimination to obtain employment". Then further in Article 6 it is explained that "every worker/laborer has the right to receive equal treatment without discrimination from employers". In essence, the legal position of workers/employees based on the 1945 Constitution of the Republic of Indonesia is the same as that of employers/employers. However, in reality, the socio-economic position between the two is not the same or very different. This situation gives rise to a tendency for employers/employers to act arbitrarily towards workers or laborers (Wijayanti, 2009).

Employment development is an integral part of national development, which aims to realize public welfare through the protection of workers' rights. The employment relationship between employers and employees arises from an employment agreement, which serves as the basis for the rights and obligations of the parties. Based on Article 50 of Law Number 13 of 2003 concerning Manpower, an employment relationship arises from an employment agreement between employers and employees. Furthermore, Article 51 of Law Number 13 of 2003 stipulates that employment agreements can be made in writing or verbally. Nevertheless, the existence of a written employment agreement remains important because it provides legal certainty regarding the rights, obligations, and responsibilities of the parties in the event of an industrial relations dispute (Husni, 2014).

In industrial relations practices in Indonesia, employers are still found employing workers without written employment agreements. This situation generally occurs in the micro, small, and medium enterprises (MSMEs), trade, services, construction, and informal sectors. The absence of written employment agreements often makes it difficult for workers to prove their employment status in disputes over wages, social security, termination of employment, or other normative rights. As a result, workers are in a weaker position than employers, and legal protection for workers has not been optimally implemented (Khakim, 2014).

This phenomenon indicates that there is still a gap between the normative provisions stipulated in Law Number 13 of 2003 and the practice of employment relations in the field. Legally, an employment relationship that is carried out orally remains recognized as long as it fulfills the elements of work, wages, and orders. However, in practice, many workers lack legal certainty because they do not have documents that can be used as evidence in the event of an industrial relations dispute. This condition indicates that legal protection for workers who do not have a written employment agreement remains an issue that requires further in-depth study (Asyhadie, 2018). Research on legal protection for workers has actually been conducted extensively. Hafid (2019) examines legal protection for workers in Fixed-Term Employment Agreements (PKWT) based on Law Number 13 of 2003, while Tampongangoy (2013) discusses the implementation of the PKWT system and its legal consequences. Another study conducted by Arif (2025) focuses more on the rights and obligations of the parties in employment agreements in general. These studies mostly discuss employment relationships that already have a work agreement or focus on the implementation of PKWT, so they have not specifically examined the legal protection and responsibilities of employers towards workers who do not have a written work agreement at all.

Based on the above description, there is a research gap in the form of the absence of a comprehensive study analyzing the form of legal protection and employer liability for workers who do not have a written employment agreement based on the provisions of Law Number 13 of 2003. Most previous research has focused on the validity of PKWT, the resolution of industrial relations disputes, and the rights and obligations of the parties in the employment relationship that have been documented through an employment agreement. However, employment relationships without a written employment agreement still occur frequently in practice and give rise to various legal issues that require certainty of resolution.

The novelty of this research lies in its analysis, which specifically examines the forms

of legal protection for workers who do not have written employment agreements and the responsibilities of employers who fail to fulfill workers' normative rights. This research not only discusses the validity of verbal employment relationships but also analyzes employers' legal responsibilities regarding wage payments, employment social security coverage, occupational safety and health protection, and workers' rights in the event of termination of employment. Therefore, this research is expected to contribute to the development of labor law and serve as a reference for resolving industrial relations disputes involving workers without written employment agreements.

Based on the background description above, the author found that the absence of a written employment agreement often gives rise to various problems, such as unclear employment status, wages, working hours, leave entitlements, social security, and protection in the event of termination of employment (PHK). In such situations, workers' positions are extremely vulnerable and they are vulnerable to arbitrary action by employers. However, normatively, workers still have the right to legal protection even without a written employment agreement.

Unharmonious working relationships between employers and employees often impact the effectiveness of legal representation between the two parties. In such circumstances, employers exploit their dominant position to act arbitrarily towards workers, even ignoring employment agreements made between the parties, even if they were verbal. As a preventative measure to prevent abuse of authority by employers, legal protections for workers are needed.

METHOD

Research in English is called research, is an activity of searching back to the truth (Wingnyosubroto, 2002) The seeker of truth in question is a human effort to be able to understand the world with all the secrets contained therein to find solutions or ways out of every problem faced. This research is normative legal research, namely research that examines law as a norm or rule that applies in society. Normative legal research is carried out by examining various laws and regulations, legal principles, doctrines, and court decisions related to legal protection and employer accountability for workers who do not have a written work agreement (Soekanto & Mamudji, 2015: 13).

The research approaches used are the statutory approach and the conceptual approach. The statutory approach is conducted by examining various regulations governing employment relations, particularly Law Number 13 of 2003 concerning Manpower and its implementing regulations. Meanwhile, the conceptual approach is conducted by examining legal theories regarding legal protection, employment relations, employment agreements, and employer liability as put forward by legal experts (Marzuki, 2021).

The legal sources used in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, Law Number 13 of 2003 concerning Manpower, Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, and other laws and regulations related to employment. Secondary legal materials consist of books, scientific journals, research results, scientific articles, and expert opinions relevant to the research object. Tertiary legal materials include legal dictionaries, legal encyclopedias, and other reference sources that provide explanations of primary and secondary legal materials (Soekanto & Mamudji, 2015).

The legal material collection technique was conducted through library research, namely by collecting, studying, and inventorying various primary, secondary, and tertiary legal materials related to legal protection and employer liability for workers who do not have written employment contracts. All legal materials were then classified based on the research topic to facilitate the analysis process.

The legal material analysis technique used is qualitative analysis using a descriptive-analytical method. The analysis is conducted through interpretation of legal norms contained

in legislation and linking them to legal theory and expert opinions. Furthermore, the analysis results are used to answer the problem formulation regarding the form of legal protection for workers who do not have a written employment agreement and the employer's responsibility to fulfill workers' rights in accordance with Indonesian labor law (Marzuki, 2021).

RESULT AND DISCUSSION

Form of Legal Protection for Workers Who Do Not Have a Written Work Agreement Based on Law Number 13 of 2003

An employment relationship is essentially born from a contractual legal relationship between the employer and the worker/laborer, which is normatively stated in the form of an employment agreement. An employment agreement functions as a legal instrument that confirms the rights and obligations of the parties, as well as being the main evidence to determine the status, duration, and conditions of a person's employment. In the employment law there are two forms of agreements that can be made by workers and employers, namely the form of a fixed-term employment agreement (PKWT) and the form of an indefinite-term employment agreement (PKWTT). In Article 57 paragraph (1) of the employment law it is stated that the form of a fixed-term employment agreement must be made in Indonesian and use clear Latin letters. Therefore, an employment agreement that has a specific time limit must use an agreement in the form of a written agreement. Then in paragraph (2) it is stated that an employment agreement made for a specific time that is made in an unwritten form is contrary to the provisions referred to in paragraph (1) above, therefore the employment agreement made by the worker with the work provider can be declared as an employment agreement for an indefinite period. Therefore, it can be said that workers who do not have a written employment agreement with the employer company will have an employment relationship with the employer company with a type of indefinite-term employment agreement. All rights and obligations of workers follow the provisions contained in the labor law that regulates indefinite-term employment agreements. Similar provisions are also contained in Article 63 of the Manpower Law which requires employers to issue an appointment letter for workers bound by an oral employment agreement, which at least contains the worker's name and address, start date of work, type of work, and the amount of wages. This provision shows that even though the employment agreement is made orally, the law still requires a minimum documentation trail in the form of an appointment letter, so that the basic rights of workers can still be verified and maintained even though there is no written employment agreement in the formal sense.

The absence of a written employment agreement, as long as the elements of an employment relationship (work, wages, and orders) are met, does not eliminate a person's legal status as a worker/laborer. This is in line with the provisions of Article 1601 letter a of the Civil Code (KUH Perdata) which became the parent regulation of employment agreements before the enactment of the Employment Law, which defines an employment agreement as an agreement by which one party binds himself to work for another party by receiving wages, without requiring a specific form of the agreement (Soepomo, 2003). Such legal construction in turn gave birth to what is known in labor law doctrine as the principle of presumption of an employment relationship or *rechtsvermoeden van dienstbetrekking*. This principle essentially states that if there is a relationship between a person who works for another party, receives wages, and is subject to the orders or supervision of that other party, then the law will assume (presumptie) that an employment relationship has existed, until it can be proven otherwise by the party claiming there is no employment relationship (Soepomo, 2003).

This principle is one of the most fundamental legal protection instruments for workers who do not have a written employment agreement, because the burden of proof regarding the absence of an employment relationship shifts to the employer (*omkering van bewijslast*), not to the worker who is in a weaker bargaining position. Thus, conceptually, the absence of a written employment agreement should not place workers in a position without legal protection at all. The bigger problem lies in the aspect of proof in the field and the practice of legal smuggling (*wetsontduiking*), namely the attempt by employers to construct

the employment relationship into another form of legal relationship, such as a partnership, to avoid normative employment obligations.

Article 52 paragraph (1) of the Employment Law stipulates that employment agreements, whether made in writing or verbally, must fulfill four conditions, namely: (a) agreement of both parties; (b) ability or capacity to carry out legal acts; (c) the existence of the work agreed upon; and (d) the work agreed upon does not conflict with public order, morality, and applicable laws and regulations.

This provision confirms that the conditions for a valid employment agreement do not depend on the written form, so that an oral employment agreement that fulfills these four conditions remains a valid and legally binding employment agreement, with all the legal consequences attached to it, including the employer's obligation to provide all normative rights to the worker.

A further consequence of the validity of this oral employment agreement is that an oral employment agreement cannot be cancelled or deemed to have never existed solely because it is not set out in writing. Article 52 paragraph (2) and paragraph (3) of the Manpower Law only stipulates that an employment agreement made in conflict with paragraph (1) letters a and b can be cancelled, while an employment agreement that is in conflict with letters c and d is null and void by law, so that the absence of a written form is not included in the category that causes the cancellation of an employment agreement. Thus, it can be concluded that Indonesian employment law places an unwritten employment agreement in the same legal position as a written employment agreement, as long as the subjective and objective conditions are met, and the difference between the two lies only in the aspect of proof, not in the aspect of the validity of the legal relationship. This aspect of proof is what then becomes a crucial point in practice, because although in legal-normative terms the position of workers without a written agreement is equal to that of workers who have a written agreement, in the reality of dispute resolution before the court, workers without a written agreement face an additional burden to prove the existence of their employment relationship. The issue of the absence of a written employment agreement is not merely an administrative issue, but rather touches on the core of legal protection for workers themselves.

Satjipto Rahardjo stated that legal protection is an effort to provide protection for human rights that are harmed by other parties, so that everyone can enjoy the rights granted by law. Satjipto Rahardjo emphasized that the law essentially functions as a means to protect human interests, especially through limiting the power of parties who are socio-economically in a stronger position, so as not to cause arbitrariness against weaker parties. In this context, the party who is structurally in a weaker position is the worker/laborer, so that the protective function of employment law is a necessity, regardless of the completeness of the administrative documents that accompany the employment relationship.

This principle also explains why Indonesian labor law is not fully subject to the principle of freedom of contract as regulated in Article 1338 paragraph (1) of the Civil Code, but is limited by the principle of protection (protective principle) which is the main characteristic and difference of labor law from contract law in general. The implication is, even though in fact employers and workers do not put their work agreement into a written document, the law still provides certain legal consequences to protect the interests of workers, so that the state is obliged to be present through labor law instruments to correct this inequality.

The concept of legal protection as described above cannot be separated from two basic values that are the objectives of the law itself, namely justice and legal certainty. Gustav Radbruch argued that good law always contains three interrelated basic values: justice (*Gerechtigkeit*), utility (*Zweckmässigkeit*), and legal certainty (*Rechtssicherheit*). In the context of legal protection for workers without written employment agreements, these three values are often in tension with each other. On the one hand, legal certainty requires that the status of the employment relationship and the rights attached to it be clearly and predictably determined, ideally set out in a written document. On the other hand, justice requires that the absence of a written document, which is more often due to negligence on the part of the employer as the party controlling the administrative resources, not be used as an excuse to

eliminate the rights of workers who have in fact worked and contributed to the continuity of the employer's business.

The tension between justice and legal certainty should be resolved by prioritizing the value of justice when the rigid application of legal certainty actually results in real injustice, as reflected in the adage that states that a law that is extremely unjust is not a law (extremes Unrecht ist kein Recht).

The principle of legal protection for citizens in Western countries is based on the recognition and protection of human rights and the principle of the rule of law. This concept serves as a strong foundation for providing protection for workers. In the Indonesian context, the principle of legal protection for citizens is based on the recognition and protection of human dignity, which is rooted in Pancasila, and the principle of the rule of law, which is based on Pancasila. These principles serve as the foundation for providing fair and proportional protection for workers in cases of layoffs and other employment situations (Suwiryo, 2017).

This principle is relevant to be applied in the context of this research, because if the absence of a written employment agreement is simply interpreted as the absence of an employment relationship, then employers who neglect their legal obligation to make a written employment agreement or issue a letter of appointment will gain profit from their own negligence (*nemo auditur propriam turpitudinem allegans*) no one can profit from their own mistakes), a result that is clearly contrary to the sense of justice.

The theory of distributive justice as put forward by Aristotle is also relevant to strengthen this argument. Distributive justice requires that burdens and benefits be shared proportionally according to the contribution and capacity of each party. In employment relations, employers, as the party with a much greater economic and administrative capacity than employees, should bear greater responsibility in ensuring that the formal requirements of employment relations are met, including the preparation of written employment agreements or letters of appointment. The imposition of heavier legal consequences on employers for such negligence, as reflected in the threat of criminal sanctions in Article 188 paragraph (1) of the Employment Law, is a concrete manifestation of distributive justice in structurally unequal employment relations.

Within the framework of a welfare state, which is one of the principles of state administration based on Article 27 paragraph (2) and Article 28D paragraph (2) of the 1945 Constitution of the Republic of Indonesia. States that the State has an active obligation to ensure that every citizen obtains decent work and a decent living, including through the formation of protective labor law norms. Consequently, legal protection for workers without a written work agreement should not be interpreted as a private matter solely between employers and workers, but also becomes the responsibility of the state to ensure that these protective norms are enforced effectively, both through regulatory functions, supervisory functions, and adjudicative functions through industrial relations court institutions.

Without a written document explicitly stating the employment relationship, workers often have difficulty proving the existence of an employment relationship when disputes arise, especially disputes regarding termination of employment (PHK). This situation is exacerbated by the practice of transferring business management or changing the legal entity of the manager, as is common in service businesses that are concessions or lease assets owned by third parties, including assets owned by local governments. Workers who have worked continuously for years without a written employment agreement often face uncertainty about who should be responsible for fulfilling their normative rights in the event of termination of employment.

The implementation of verbal or unwritten employment agreements creates legal consequences in the form of obstacles if workers are unaware of their employment status with their employer or the company where they work. This situation results in workers not being fully informed about their rights and obligations as employees. This is clearly a violation of workers' rights by the company, as it fails to provide legal certainty for its employees.

In the reality of the many cases that occur in this case, I as the author analyzed the

Industrial Relations Court Decision at the Semarang District Court Number 56 / Pdt.Sus-PHI / 2024 / PN Smg (hereinafter referred to as the a quo Decision) as primary legal material as well as a case study to test the applicability of norms in the Manpower Law to legal facts that actually occurred in the field. The a quo decision essentially tried a case between two workers who work as caddy (golf guide) who have worked continuously for decades, one of which is since 1980 at a golf course whose status is an asset owned by the local government but its management changed hands many times through lease mechanisms and management cooperation, without ever being accompanied by a standard written employment agreement. The workers were then unilaterally dismissed after refusing to change their employment relationship status to a partnership relationship, without obtaining normative rights in the form of severance pay, long service awards, and compensation for rights as they should.

Another relevant form of legal protection for workers without written employment agreements arises when there is a transfer or change of employer/company manager. Article 61 number 3 of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law stipulates that in the event of a company transfer, the rights of workers/laborers become the responsibility of the new employer, unless otherwise stipulated in the transfer agreement that does not reduce the rights of workers/laborers. This provision is important for workers who work without written employment agreements under changing employers/managers, because normative rights that have arisen throughout the worker's employment period cannot be eliminated simply because of a change of management, as long as the same work continues in a real (feitelijk) manner without interruption.

In addition, legal protection for workers without written employment agreements is also reflected in the employer's obligation to pay wages in accordance with the applicable wage agreement or provisions and to register workers as participants in the employment social security program, which obligations remain with the employer regardless of the existence of a written employment agreement document, as long as the elements of the employment relationship have been fulfilled. In other words, legal protection in the field of wages and social security is inherent in the status of the employment relationship itself, not the existence of an employment agreement document.

Regarding the a quo case of the Industrial Relations Court Decision at the Semarang District Court Number 56/Pdt.Sus-PHI/2024/PN Smg, the author analyzed and found the following legal facts:

First, from the aspect of the substance of the employment relationship, the facts revealed in the trial actually show the fulfillment of the three elements of the employment relationship as referred to in Article 1 number 15 of Law Number 13 of 2003 concerning Manpower. The employment element is fulfilled because the Plaintiffs actually carry out their duties as caddies who accompany golf players as appointed by the Caddie Master; the order element is fulfilled because the Plaintiffs are required to be present and absent according to schedule, are required to wear the uniform determined by management, have a minimum target for assistance per month, and can be subject to suspension sanctions if they do not meet the target or are absent from work without permission; and the wage element is fulfilled because the Plaintiffs receive a caddy fee calculated and paid monthly by management through the Caddie Master, excluding tips from players. The fact that the document signed by the Plaintiffs is entitled "Partnership Cooperation Agreement" does not in itself change the character of the legal relationship, because the determination of the status of the employment relationship must be based on the substance of the fulfillment of the elements of employment, orders, and wages, not solely on the label or nomenclature used in the document. This is also what the Plaintiffs expressly acknowledged in their lawsuit, which argued that the Partnership Statement Letter was legally null and void because it contradicted the fact that there was an employment relationship that had been going on for decades.

Second, from the aspect of the absence of a written employment agreement, the a quo case is a clear example of the problem regulated in Article 51 and Article 63 of Law Number 13 of 2003 concerning Manpower. Throughout their employment from 1980 and 1985, the Plaintiffs never signed a written employment agreement with any management, and the

employment relationship continued without interruption even though the management changed. Referring to Article 57 of Law Number 13 of 2003 concerning Manpower, the absence of a written agreement should actually strengthen the legal position of the Plaintiffs as PKWTT workers, not the opposite, weaken their position. In the perspective of Article 61 number 3 of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, which states that in the event of a company transfer, the rights of workers/laborers become the responsibility of the new employer, the change of golf course management from time to time should not eliminate the normative rights that have been obtained by the Plaintiffs as permanent workers, but rather transfer to the new manager as a form of continuity of legal protection for the long-standing employment relationship.

Employer's responsibility for fulfilling the rights of workers who do not have a written employment agreement based on Law Number 13 of 2003.

1. The Legal Position of Unwritten Employment Agreements in the Indonesian Labor Law System

In Indonesia's employment law system, an employment agreement is a fundamental instrument that creates an employment relationship between employers and employees. However, a common misperception exists that an employment relationship is only considered valid if it is formalized in a written document or formal contract. Legally, Law Number 13 of 2003 concerning Employment (hereinafter referred to as the Employment Law) provides equal recognition to employment agreements made orally. Article 51 paragraph (1) of the Employment Law explicitly states that "Employment agreements are made in writing or orally." This provision emphasizes that a formal (written) form is not an absolute requirement for the validity of an employment agreement.

The recognition of oral agreements is based on the principle of freedom of contract as stipulated in Article 1338 of the Civil Code (KUHPerdata), which states that all legally made agreements apply as law for those who make them. In the employment context, this flexibility is provided to accommodate the economic reality in Indonesia, where many business sectors, especially micro and small scale, recruit workers based on trust and oral agreements. However, even though legally recognized, oral agreements must still meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the capacity of the parties, the existence of a specific object, and a lawful cause.

Then Husni emphasizes that even though verbal agreements are valid, employers still have a moral and legal obligation to provide certainty for workers. The absence of a written contract should not be used as a loophole for employers to avoid their legal responsibilities. In practice, verbal agreements often become a source of disputes due to the unclear details of the rights and obligations agreed upon at the beginning of the employment relationship (Husni, 2012). Therefore, the validity of verbal agreements under the Employment Law should be viewed as a protection for workers so that they maintain legal status even without a contract document, not as an instrument for employers to minimize worker protection. The existence of an employment relationship under Indonesian law does not depend solely on formal documents, but rather on the fulfillment of the material elements of the relationship.

CONCLUSION

The absence of a written employment agreement, as long as the elements of an employment relationship (work, wages, and orders) are fulfilled, does not eliminate a person's legal status as a worker/laborer. Article 52 paragraph (1) of the Manpower Law stipulates that an employment agreement, whether made in writing or verbally, must fulfill four conditions, namely: (a) agreement of both parties; (b) ability or capacity to carry out legal acts; (c) the existence of the agreed-upon work; and (d) the agreed-upon work does not conflict with public order, morality, and applicable laws and regulations. This provision confirms that the conditions for a valid employment agreement are not dependent on the written form, so that an oral employment agreement that fulfills these four conditions remains a valid and legally binding employment agreement, with all the legal consequences attached to it, including the employer's obligation to provide all normative rights to the worker. Thus, it can be concluded that Indonesian employment law places unwritten

employment agreements in the same legal position as written employment agreements, as long as the subjective and objective conditions are met, and the difference between the two lies only in the aspect of proof, not in the aspect of the validity of the legal relationship.

Employers' legal liability for violations of workers' rights without a written agreement consists of civil liability, administrative liability, and criminal liability. Employers' civil liability towards workers without a written agreement arises from two main legal sources: breach of contract (breach of promise) and unlawful acts (*onrechtmatige daad*). Although the employment agreement is verbal, it remains a valid contract. In addition to civil liability to workers, employers also bear administrative liability to the state. The Manpower Law authorizes Labor Inspectors to conduct inspections and impose sanctions on employers who violate labor norms, including against verbal workers. Criminal liability of employers towards workers is the last legal instrument if civil and administrative liability are ignored.

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