How to cite item: Budiastanti, Dhaniar Eka, Galih Puji Mulyono, Dewi Ayu Rahayu, Bintang Ulya Kharisma, and Selvi Andriani. "Normative Problems Guaranteeing the Rights of Labor Fishermen in the Job Creation Law." *Jurnal Cakrawala Hukum*. 14 no. 2 (2023): 167-176. **DOI:** doi.org/10.26905/idjch.v14i2.10864.

Jurnal Cakrawala Hukum

Volume 14 Issue 2, 2023
P-ISSN: 2356-4962, **E-ISSN**: 2598-6538

Normative Problems Guaranteeing the Rights of Labor Fishermen in the Job Creation Law

Dhaniar Eka Budiastanti[1], Galih Puji Mulyono[2], Dewi Ayu Rahayu[3], Bintang Ulya Kharisma[4], and Selvi Andriani[5].

[1,2,3,5] Faculty of Law, University of Merdeka Malang, Indonesia.
[4] Faculty of Law, PGRI Madiun University, Indonesia.

Article history:
Received 2023-04-25
Revised 2023-06-29
Accepted 2023-08-01

Keywords:
Job Creation; Work Relationship; Fisherman; Worker Rights Guarantee.

DOI:
doi.org/10.26905/idjch.v14i2.10864.

Corresponding Author:
Galih Puji Mulyono
E-mail: galihpujimulyono@unmer.ac.id

Abstract: The substance of the Job Creation Act in Indonesia covers all areas of law. This paper only examines the elements of labor law, especially those related to guaranteeing legal rights for labor fishermen in Indonesia. This research is based on legal problems where the legal relationship between fishermen and labor fishermen is from the point of view of the Job Creation Act, so the ultimate goal of this research is to explain the guarantee of labor fishermen's rights. The approach used in this research is normative juridical by collecting data collection tools in the form of normative literacy studies related to these problems. The working relationship between owner and labor fishermen is legal because all these jobs contain elements of an employment relationship. The type of work agreement made between owner fishermen and labor fishermen is a verbal agreement. The legal consequence is that the rights of labor fishermen after the termination of employment are not granted due to the low position of labor fishermen. All workers, especially labor fishermen, should accept the rights in the Job Creation Law.

1. Introduction

Indonesia is the largest archipelagic country in the world and has a very strategic geographical position. The number of islands in Indonesia in 2017, which were officially recorded, reached 16,056 islands, and in 2018, reached 16,671 Islands and in December 2019, according to data from the Indonesian Coordinating Ministry for Maritime Affairs and Investment (Kemenko Marves) verified 17,491 islands.[1] Indonesia, as the largest archipelagic country, makes many Indonesian people who work in the marine and fisheries sector as fishermen. According to data from the Ministry of Maritime Affairs and Fisheries (KKP), there are 1,459,874 people whose livelihood is fishermen.[2]

[1] Widhi Luthfi, "Jumlah Pulau di Indonesia Bertambah," *Good News From Indonesia*, (February 21, 2020), https://www.goodnewsfromindonesia.id/2020/02/21/jumlah-pulau-di-indonesia-bertambah.

[2] Pusat Pelatihan dan Penyuluhan Kelautan dan Perikanan, "KKP | Kementerian Kelautan dan Perikanan," n.d., https://kkp.go.id/puslatluh/artikel/18220-sukseskan-program-pemerintah-brsdm-djpt-sosialisasikan-juknis-bantuan-premi-asuransi-nelayan-2020.

Fishermen have a very strategic role in the marine and fisheries sector, namely in terms of food security, creating jobs, resource sustainability, geopolitical role, and increasing foreign exchange. Fishermen have a very strategic role in the marine and fisheries sector. This role should be appreciated in the form of protection and empowerment for fishermen's lives and businesses.[3] The fundamental reasons why people work as fishermen are caused by low education, high poverty rates, human resources with minimal expertise other than fishing, and social and family influences that dominate working as fishermen. Hereditary factors passed down by parents make this fishing profession grow and develop in society in Indonesia.[4]

According to Article 1 number (6) of Law No. 7 of 2016 concerning the protection and empowerment of fishermen, labor fishermen are "Fishermen who provide their labor and participate in the fishing business". Looking at this definition, Labor Fishermen are included in the category of workers under the provisions of Indonesian Legislation because workers, according to Article 1 point (3) of the Labor Law (in the future referred to as UUK), are "everyone who works by receiving wages or compensation in the form of other". The conditions Indonesian people as fishermen do not all have boats or means of transportation to catch fish, so many Indonesian people work as labor fishermen to support their families to the fishermen who own them. Owner fishermen own boats and fishing gear and have authority over them. Concerning the legal problems that arise, it increasingly shows that there needs to be proper enforcement and protection of legal rights guarantees regarding these problems.

The conditions Indonesian people as fishermen do not all have boats or means of transportation to catch fish, so many Indonesian people work as labor fishermen to support their families to the fishermen who own them. Owner fishermen own boats and fishing gear and have authority over them. Concerning the legal problems that arise, it increasingly shows that there is no proper enforcement and protection of legal rights guarantees regarding these problems. The 1945 Constitution of the Republic of Indonesia clearly states that everyone has the right to protection and fair legal certainty as stated in Article 28 D paragraph (1). However, until now, there has been no legal umbrella regarding the enforcement or protection of the law for labor fishermen, which has created a legal vacuum.

Laws and regulations in Indonesia in order to provide legal protection for fishermen are included in various Laws of the Republic of Indonesia Number 45 of 2009 concerning Fisheries, Law of the Republic of Indonesia Number 7 of 2016 concerning Protection and Empowerment of Fishermen, Instruction of the President of the Republic of Indonesia Number 15 concerning Protection of Fishermen and several Ministerial Decrees of the Ministry of Maritime Affairs and Fisheries of the Republic of Indonesia. Based on these laws and regulations, it is a government step to provide fishermen welfare guarantees, certainty, and legal protection. However, in terms of providing legal certainty regarding the working relationship between fishermen and labor fishermen, something in the regulation needs to regulate this. So the guarantee of labor fishermen's rights in Indonesia currently needs to get legal protection.

---

[3] Hikmah Hikmah and Zahri Nasution, "UPAYA PERLINDUNGAN NELAYAN TERHADAP KEBERLANJUTAN USAHA PERIKANAN TANGKAP," *Jurnal Kebijakan Sosial Ekonomi Kelautan Dan Perikanan* 7, no. 2 (April 13, 2018): 127, https://doi.org/10.15578/jksekp.v7i2.6464.

[4] Marissa Silooy, "ANALISIS FAKTOR-FAKTOR YANG MEMPENGARUHI TINGKAT KEMISKINAN ABSOLUT MASYARAKAT PESISIR (NELAYAN) DI DESA SEILALE KECAMATAN NUSANIWE," *Cita Ekonomika: Jurnal Ekonomi* 11, no. 1 (May 1, 2017): 79–84, https://doi.org/10.51125/citaekonomika.v11i1.2634.

The emergence of the Omnibus Law regarding Labor regulated in the Law of the Republic of Indonesia Number 11 of 2020 concerning Job Creation provides new arrangements regarding how legal protection is for termination of employment by boat owners to labor fishermen and what rights are received by labor fishermen for the termination of employment, so that is the urgency of the author to discuss legal protection and the rights of labor fishermen. Research on guaranteeing the rights of labor fishermen has also been written by Candra Bagus and Emilia Rusdiana[5] entitled 'Juridical Problems of Social Security for Labor Fishermen in Indonesia' This study discusses the obligation for employers to include their workers in the BPJS program regulated in Article 15 paragraph (1) UU BPJS. Article 34 of Law No. 7 of 2016 stipulates that employers must register labor fishermen for work accident insurance provided by an insurance company assigned by the government. In contrast, Article 15 paragraph (1) of the BPJS Law states that employers are required to gradually register themselves and their workers as participants with BPJS under followed Social Security program. Therefore, the problems presented in this paper are different from other authors.

In this research study regarding the protection and guarantee of labor fishermen's rights to the Job Creation Law, the author is interested in solving this problem by drawing on the problem formulation, namely Legal Protection of Labor Fishermen for Termination of Employment (PHK) according to the Job Creation Law. Arrangements Concerning the Rights of Labor Fishermen Affected by Termination of Employment (PHK) according to the Job Creation Law. Aspects of Assurance and Legal Assistance.

2. Method

The research method used in this study is the normative legal research method, prioritizing literacy studies to explore further and, simultaneously, deepen a problem by sufficiently studying the norms or related legal doctrines to find norms that have a different meaning from the norms and other norms. The type of data used in this research is secondary data presented qualitatively. Secondary data in this study consisted of primary legal materials sourced from statutory regulations and court decisions, secondary legal materials sourced from books, and tertiary legal materials as supporting materials from primary and secondary legal materials. The problem approach pattern used in this research is to use a statute approach (approach from the aspect of the rule of law) and a comparative approach (approach from a comparative aspect). The data collection technique was carried out using a literature study, namely collecting all written data related to the research object.[6]

3. Legal Protection for Labor Fishermen for Termination of Employment (PHK) in the Job Creation Law

The Job Creation Law makes new arrangements regarding the classification of fishermen. Article 1, paragraph (11) of the Law of the Republic of Indonesia Number 45 of 2009 concerning Fisheries defines small fishermen as people whose livelihood is fishing to fulfill their daily needs

---

5 Candra Bagas Agus N and Emmilia Rusdiana, "PROBLEMATIKA YURIDIS JAMINAN SOSIAL BAGI NELAYAN BURUH DI INDONESIA," *NOVUM/ : JURNAL HUKUM* 6, no. 1 (January 15, 2019), https://doi.org/10.2674/novum.v6i1.29418.

6 A. Ahmad, "Analisis Pengaruh Penerapan Sistem Hukum Eropa Kontinental Dan Anglosaxon Dalam Sistem Peradilan Di Negara Republik Indonesia," *Jurnal Petitum* 9, no. 1 (June 1, 2021): 51–65, https://doi.org/10.36090/jh.v9i1.997.

using fishing vessels of no more than five gross tons (GT).[7] Meanwhile, in the Job Creation Law, small fishermen are people whose livelihood is fishing to fulfill their daily needs, both those using fishing vessels and those who do not use them, so the author's point of discussion is small fishermen as owner fishermen with labor fishermen as workers.

The working relationship between fisherman owners and fisherman workers is a patron-client relationship,[8] which means the difference in position is unequal between fisherman owners and fisherman workers, Fisherman owners as fishermen who own boats and fishing gear and have power over the boat, which means fishermen owners have a social status which is higher compared to labor fishermen who only provide energy to assist in the fishing process.[9] Not to mention the working relationship, which is open by giving both fisherman owners and fisherman workers freedom to work together or not to work with each other. Of course, labor fishermen are in a more disadvantaged position due to the lower social and occupational status of labor fishermen.

The working relationship between fisherman owners and fisherman laborers that has been going on until now and has developed in society must be given special attention that both parties are not aware that the work relationship has a legal relationship, that the elements in the work relationship are: 1) There is an element of work , meaning that in the working relationship between fisherman owners and fisherman workers, this element is contained because of the obligation of fisherman workers who are workers of fisherman owners to catch fish; 2) There is an element of wages, meaning that the working relationship that exists between fisherman owners and fisherman workers contains an element of wages/payment, which is usually the distribution of wages between the two using a profit-sharing system, so that wages/payments here depend on the results obtained after fishing; 3) There is an element of command, which means that in this working relationship labor fishermen work on orders from fisherman owners and all decisions regarding work depend on the orders of fisherman owners.[10]

As the author has explained above, the working relationship between fisherman owners and fisherman workers is legal because all of the work contains elements of a working relationship. However, both parties must realize this and feel that the working relationship has no legal consequences because no work agreements have been made. According to Article 51 of the Manpower Act that work agreements can be made either in writing or verbally, so the type of work agreement made between fisherman owners and fisherman workers is an oral agreement, but both of them are not aware of the presence of the agreement due to a lack of public knowledge and no legal umbrella to ensure certainty of the legal protection of labor fishermen and the government's inattentiveness to address these legal problems.

The relationship between fisherman owners and fisherman workers who enter into an agreement results in the emergence of a bond in the form of the rights and obligations of both parties

---

7 Anta Nasution, "Terminologi Baru Nelayan Kecil dalam UU Cipta Kerja," *Detiknews*, October 19, 2020, https://news.detik.com/kolom/d-5219221/terminologi-baru-nelayan-kecil-dalam-uu-cipta-kerja.

8 Bahrul Ulum Rusydi, Wahyudi Wahyudi, and Marya Ulfa, "HUBUNGAN PATRON-KLIEN PADA KOMUNITAS NELAYAN DALAM KERANGKA EKONOMI ISLAM," *Al-Amwal/ : Journal of Islamic Economic Law* 6, no. 1 (September 25, 2021): 27–44, https://doi.org/10.24256/alw.v6i1.2158.

9 James C. Scott, "The Erosion of Patron-Client Bonds and Social Change in Rural Southeast Asia," *The Journal of Asian Studies* 32, no. 1 (November 1, 1972): 5–37, https://doi.org/10.2307/2053176.

10 Susilo Andi Darma, "KEDUDUKAN HUBUNGAN KERJA; BERDASARKAN SUDUT PANDANG ILMU KAIDAH HUKUM KETENAGAKERJAAN DAN SIFAT HUKUM PUBLIK DAN PRIVAT," *Jurnal Mimbar Hukum* 29, no. 2 (September 30, 2017): 221, https://doi.org/10.22146/jmh.25047.

for achievement. That the agreement made contains promises or commitments made verbally also binds the parties concerned, and the agreement becomes law for labor fishermen and owner fishermen, with the condition that the agreement is valid as referred to in Article 1320 of the Civil Code, which reads: a) An agreement between the two parties that the verbal agreement made between labor fishermen and owner fishermen contains an agreement to enter into a working relationship; b) b. The ability to agree that labor fishermen and owner fishermen who carry out work relations must be competent or have the ability to carry out legal actions; c) Something specific that in the object of the agreement between fisherman owners and fisherman workers contains the subject matter of the agreement or achievement; d) Because halal or lawful causa means the agreement does not contradict the law, decency, or public order.

Work agreements made verbally also have the same evidentiary power as written work agreements as long as both parties, namely fisherman owners and fisherman workers, acknowledge the verbal agreement so that this verbal agreement is the basis for termination of employment (PHK) from fishermen. Owners to labor fishermen. Termination of employment (PHK) is the termination of the employment relationship due to a particular matter which results in the end of the rights and obligations between fisherman owners and fisherman workers.

Whereas before the author discusses further Termination of Employment (PHK), the author first clarifies the fisherman owner whether is an entrepreneur, as referred to in the Manpower Act, in essence, is an individual, partnership, or legal entity that runs a company either owned by own or owned by another person and a company is any form of business that is a legal entity or not, belongs to an individual, belongs to a partnership, or belongs to a legal entity, both privately owned and state-owned, which employs workers/laborers by paying wages or other forms of compensation.

So that it is drawn from the above understanding that the fisherman owner is also an entrepreneur because he runs a business that employs fisherman workers by paying compensation/ wages, so the provisions for dismissal as in Article 154 letter A of the Job Creation Law: (1) Termination of Employment can occur for reasons: a. The company merges, consolidates, takes over, or separates the company, and the workers/laborers are not willing to continue the employment relationship or the employers are not willing to accept workers/laborers; b. The company makes efficiency followed by closing the company because the company suffers a loss; c. The company is closed because the company has suffered continuous losses for 2 (two) years; d. The company is closed due to force majeure; e. The company is in a state of postponement of debt payment obligations; f. bankrupt company; g. There is an application for termination of employment relations submitted by the worker/laborer with the reason that the entrepreneur has committed the following actions: i) Persecute, insult rudely, or threaten workers/laborers; ii) Persuading or ordering workers/laborers to take actions that are contrary to laws and regulations; iii) Failure to pay wages at the specified time for 3 (three) consecutive months or more, even though the employer pays wages on time after that; iv) Does not carry out the obligations that have been promised to workers/laborers; v) Order workers/laborers to carry out work other than what was agreed upon; v) Providing work that endangers the life, safety, health, and morals of workers/labor while the work is not stated in the work agreement.

h. There is a decision of the industrial relations dispute settlement institution stating that the entrepreneur has not committed the act as referred to in letter g regarding the application

submitted by the worker/laborer and the entrepreneur has decided to terminate the employment relationship; i. Workers/laborers resign of their own free will and must meet the following requirements: i) Apply for resignation in writing no later than 30 (thirty) days prior to the start date of resignation; ii) Not bound by service ties; iii) Continue to carry out its obligations until the start date of resignation.

j. The worker/laborer is absent for 5 (five) working days or more consecutively without a written statement accompanied by valid evidence and has been summoned by the employer 2 (two) times correctly and in writing; k. The worker/laborer violates the provisions stipulated in the work agreement, company regulations, or collective work agreement and has previously been given the first, second, and third warning letters consecutively, each valid for a maximum of 6 (six) months unless otherwise stipulated in the work agreements, company regulations, or collective bargaining agreements; l. The worker/laborer is unable to work for 6 (six) months as a result of being detained by the authorities for allegedly committing a crime; m. Workers/laborers experience prolonged illness or disability as a result of a work accident and are unable to carry out their work after exceeding the 12 (twelve) month limit; n. Workers/laborers entering retirement age; o. The worker/laborer dies.

Therefore, based on the explanation of the article above regarding how legal protection for termination of employment (PHK) by fisherman owners for fisherman workers must be under the above because fisherman owners are also entrepreneurs, and their business is in the fisheries section. However, in reality, in fishing communities, there is a layoff. The employment relationship is not in accordance with the above. It is not explained when making a verbal agreement before entering into an employment relationship that the termination of employment in fishing communities is due to (1) Termination of employment is subjective either due to disliking as a co-worker or family problems that are used as reasons for layoffs, and (2) The fishermen's debts are paid off to the fisherman owners because the debts that exist between the two of them become a bond in establishing a working relationship.

The reasons for termination of employment in fishing communities, as explained in Article 154 Letter A of the Job Creation Law, do not match what the author has described with the reality in fishing communities. As a result of the termination of the employment relationship, there is ambiguity and confusion because it is not included in the classification of termination of employment, so it becomes a question of how the legal protection for labor fishermen is against termination of employment if it is not under the reason for the termination as stated in Article 153 of the Job Creation Law because they do not have legal certainty for labor fishermen. It should be assumed that the termination of this employment relationship has never been assessed or considered an arbitrary action by fisherman owners to fisherman workers in terminating employment relations and eliminating their rights as a worker. Work agreements between fisherman owners and fisherman workers carried out verbally, create many loopholes for defaults, giving rise to reasons for terminating employment. Termination of Employment by fisherman owners to fisherman workers does not go through the procedures that must be carried out, causing abuse of authority by fisherman owners by carrying out brutal layoffs without considering the rights of fisherman workers due to the layoffs.

4. Rights of Labor Fishermen After Termination of Employment According to the Job Creation Law

Termination of Employment (PHK) is a complex issue related to economic and psychological problems for workers affected by layoffs. Economic problems due to layoffs will cause a loss of income that the workforce should have received before the layoff. Of course, this will become a new problem for the workforce, given the many needs that must be met by the increasing price of necessities, which will take much work for workers to pass up. The worker, if he is no longer receiving income/income, while psychological problems are related to losing one's status. On a broader scale, it can creep into the problem of unemployment and crime. Higher unemployment coupled with an increase in the number of crimes in Indonesia is undoubtedly bad for our country.[11] In order to avoid the occurrence of crime rates as a result of layoffs, in this case, workers, especially fishermen, have their rights that need to be fought for, in terms of several rules regarding the rights of fishermen after being laid off, namely:

Article 156 of the Job Creation Law contains the following: (1) In the event of termination of employment, the entrepreneur is obliged to pay severance pay or gratuity pay and compensation pay that should have been received. (2) Severance pay, as referred to in paragraph (1), is provided with the following conditions: a. Working period less than 1 (one) year, 1 (one) month salary; b. Working period of 1 (one) year or more but less than 2 (two) years, 2 (two months wages); c. Working period of 2 (two) years or more but less than 3 (three) years, 3 (three months wages); d. Working period of 3 (three) years or more but less than 4 (four) years, 4 (four) months wages; e. Working period of 4 (four) years or more but less than 5 (five) years, 5 (five) months wages; f. Working period of 5 (five) years or more but less than 6 (six) years, 6 (six) months wages; g. Working period of 6 (six) years or more but less than 7 (seven) years, 7 (seven) months wages; h. Working period of 7 (seven) years or more but less than 8 (eight) years, 8 (eight) months wages; i. Work period of 8 (eight) years or more, 9 (nine) months wages.

(3) Long service reward money, as referred to in paragraph (1), is given under the following conditions: a. Working period of 3 (three) years or more but less than 6 (six) years, 2 (two) months wages; b. Working period of 6 (six) years or more but less than 9 (nine) years, 3 (three) months wages; c. Working period of 9 (nine) years or more but less than 12 (twelve) years, 4 (four) months wages; d. Working period of 12 (twelve) years or more but less than 15 (fifteen) years, 5 (five) months wages; e. Working period of 15 (fifteen) years or more but less than 18 (eighteen) years, 6 (six) months wages; f. Working period of 18 (eighteen) years or more but less than 21 (twenty-one) years, 7 (seven) months wages; g. Working period of 21 (twenty-one) years or more but less than 24 (twenty-four) years, 8 (eight) months wages; h. Work period of 24 (twenty-four) years or more, 10 (ten) months wages.

(4) The compensation money that should be received, as referred to in paragraph (1), includes a. annual leave that has not been taken and has not fallen; b. Fees or costs for the worker/laborer and their family to return home to the place where the worker/laborer is accepted for work; c. Other matters stipulated in work agreements, company regulations, or collective labor agreements. (5)

[11] Cahyo Adhi Nugroho, "Perlindungan Hukum Pada Tenaga Kerja Yang Mengalami Pemutusan Hubungan Kerja (PHK) Karena Dampak Pandemi Covid-19," *JURNAL ILMIAH HUKUM DAN DINAMIKA MASYARAKAT*, (June 16, 2023), http://jurnal.untagsmg.ac.id/index.php/hdm/article/view/3995/2087.

Further provisions regarding the provision of severance pay, gratuity pay, and compensation for rights, as referred to in paragraph (2), paragraph (3), and paragraph (4), are regulated in a Government Regulation.

The rights of workers/laborers listed in Article 156 of the Job Creation Law[12] should be received by all workers, especially labor fishermen, but in reality, in the life of fishing communities, these rights have never been received, whether the fishing workers work long term with fisherman owners or in the short term, workers' rights have never been received, be it the right to receive severance pay, long service pay or compensation for rights. The rights of labor fishermen after the termination of employment have never been given due to the low position of labor fishermen compared to owner fishermen with the type of patron-client work relationship and verbal work agreements that are not realized by both of them and the lack of knowledge of labor fishermen regarding the arrangement of rights that should be received after the termination of employment.

Patrons earn disproportionate trading benefits compared to fishing clients, including higher revenues, bargaining power, and flexibility from their central position as lenders. Findings also revealed a strong connection between pelagic-based fishing crews and the wider market system, which mediates the trade of fish off-island. Given the links between trading hierarchies and fish flows in our study, we argue that efforts to enhance fisheries governance would be most effective if introduced through off-island auctioneers since they have significant power in controlling fish catch and distribution.[13] Based on this, it can be stated that the rights of labor fishermen after the termination of employment have never been given, so the local government must give the protection of the rights of labor fishermen more attention as an instrument that is tasked and responsible for upholding and advancing human rights by prioritizing the interests of the fishing community in order to protect the rights of labor fishermen.

The working relationship between fisherman owners and fisherman workers is legal because all the work contains elements of a working relationship. However, both parties need to realize this, and they feel that the working relationship has no legal consequences because no work agreement has been made. The type of work agreement made between fisherman owners and fisherman workers is an oral agreement, but both of them need to be made aware of the presence of the agreement.

The rights of labor fishermen after the termination of employment have never been given due to the low position of labor fishermen compared to owner fishermen with the type of patron-client work relationship and verbal work agreements that are not realized by both of them and the lack of knowledge of labor fishermen regarding the arrangement of rights that should be received after the termination of employment. The aspect of guarantee rights and legal assistance should be guaranteed by the central/regional government, making a policy for labor fishermen to get work safety guarantees or insurance. The central/regional government should make a policy so that all fisherman owners make work contracts with labor fishermen so that the rights and obligations of each other become clear.

---

[12] Windi Arista, "PERGANTIAN HAK PESANGON BAGI PEKERJA YANG DI PHK BERDASARKAN PASAL 156 PERPPU NOMOR 2 TAHUN 2022 TENTANG CIPTA KERJA," *Jurnal Hukum Tri Pantang*, 8(2). (2022), https://ejournal.unitaspalembang.com/index.php/jhtp/article/view/180.

[13] Nicky Roberts et al., "Patron-Client Relationships Shape Value Chains in an Indonesian Island-Based Fisheries System," *Marine Policy* 143 (September 1, 2022): 105142, https://doi.org/10.1016/j.marpol.2022.105142.

5. Conclusion

The relationship between fisherman owners and fisherman workers who enter into an agreement results in the emergence of a bond in the form of the rights and obligations of both parties for achievement. This verbal agreement is the basis for terminating employment (PHK) from fisherman owners to fisherman workers. The layoff provisions are regulated in Article 154 Letter A of the Job Creation Law; in fact, it does not match what the author has described with the reality in fishing communities. Work agreements between fisherman owners and fisherman workers carried out verbally, create many loopholes for defaults, giving rise to reasons for terminating employment. The rights of workers/laborers included in Article 156 of the Job Creation Law should be received by all workers, especially labor fishermen. However, in reality, in the life of fishing communities, these rights have never been received; whether these fishing workers work long term with fishermen, the owner or for a short time never received workers' rights, be it the right to receive severance pay, gratuity pay, or compensation for rights.

6. Acknowledgment

Based on the conclusions above, the advice that the author can give is to make regulations governing work agreements between labor fishermen and fisherman owners, specifically through Central/Regional Regulations under the lives of fishing communities in their respective regions.

References

Ahmad, A. "Analisis Pengaruh Penerapan Sistem Hukum Eropa Kontinental Dan Anglosaxon Dalam Sistem Peradilan Di Negara Republik Indonesia." *Jurnal Petitum* 9, no. 1 (June 1, 2021): 51–65. https://doi.org/10.36090/jh.v9i1.997.

Arista, Windi. "PERGANTIAN HAK PESANGON BAGI PEKERJA YANG DI PHK BERDASARKAN PASAL 156 PERPPU NOMOR 2 TAHUN 2022 TENTANG CIPTA KERJA," *Jurnal Hukum Tri Pantang*, 8(2). (2022). https://ejournal.unitaspalembang.com/index.php/jhtp/article/view/180.

Darma, Susilo Andi. "KEDUDUKAN HUBUNGAN KERJA; BERDASARKAN SUDUT PANDANG ILMU KAIDAH HUKUM KETENAGAKERJAAN DAN SIFAT HUKUM PUBLIK DAN PRIVAT." Jurnal Mimbar Hukum 29, no. 2 (September 30, 2017): 221. https://doi.org/10.22146/jmh.25047.

Hikmah, Hikmah, and Zahri Nasution. "UPAYA PERLINDUNGAN NELAYAN TERHADAP KEBERLANJUTAN USAHA PERIKANAN TANGKAP." *Jurnal Kebijakan Sosial Ekonomi Kelautan dan Perikanan* 7, no. 2 (April 13, 2018): 127. https://doi.org/10.15578/jksekp.v7i2.6464.

Pusat Pelatihan dan Penyuluhan Kelautan dan Perikanan, "KKP | Kementerian Kelautan dan Perikanan," n.d. https://kkp.go.id/puslatluh/artikel/18220-sukseskan-program-pemerintah-brsdm-djpt-sosialisasikan-juknis-bantuan-premi-asuransi-nelayan-2020.

Luthfi, Widhi. "Jumlah Pulau di Indonesia Bertambah." Good News From Indonesia, (February 21, 2020). https://www.goodnewsfromindonesia.id/2020/02/21/jumlah-pulau-di-indonesia-bertambah.

N, Candra Bagas Agus, and Emmilia Rusdiana. "PROBLEMATIKA YURIDIS JAMINAN SOSIAL BAGI NELAYAN BURUH DI INDONESIA." *NOVUM/ : JURNAL HUKUM* 6, no. 1 (January 15, 2019). https://doi.org/10.2674/novum.v6i1.29418.

Nasution, Anta. "Terminologi Baru Nelayan Kecil dalam UU Cipta Kerja." Detiknews, (October 19, 2020). https://news.detik.com/kolom/d-5219221/terminologi-baru-nelayan-kecil-dalam-uu-cipta-kerja.

Nugroho, Cahyo Adhi. "Perlindungan Hukum Pada Tenaga Kerja Yang Mengalami Pemutusan Hubungan Kerja (PHK) Karena Dampak Pandemi Covid-19." *JURNAL ILMIAH HUKUM DAN DINAMIKA MASYARAKAT*, (June 16, 2023). http://jurnal.untagsmg.ac.id/index.php/hdm/article/view/3995/2087.

Roberts, Nicky, Buchari Mengge, Muh. Rifadly Utina, Farhan Muhatar, Anugerah, Arham Icwardanhi, R. Muhammad Zulkifli, and Austin T. Humphries. "Patron-Client Relationships Shape Value Chains in an Indonesian Island-Based Fisheries System." *Marine Policy* 143 (September 1, 2022): 105142. https://doi.org/10.1016/j.marpol.2022.105142.

Rusydi, Bahrul Ulum, Wahyudi Wahyudi, and Marya Ulfa. "HUBUNGAN PATRON-KLIEN PADA KOMUNITAS NELAYAN DALAM KERANGKA EKONOMI ISLAM." *Al-Amwal/ : Journal of Islamic Economic Law* 6, no. 1 (September 25, 2021): 27–44. https://doi.org/10.24256/alw.v6i1.2158.

Scott, James C. "The Erosion of Patron-Client Bonds and Social Change in Rural Southeast Asia." *The Journal of Asian Studies* 32, no. 1 (November 1, 1972): 5–37. https://doi.org/10.2307/2053176.

Silooy, Marissa. "ANALISIS FAKTOR-FAKTOR YANG MEMPENGARUHI TINGKAT KEMISKINAN ABSOLUT MASYARAKAT PESISIR (NELAYAN) DI DESA SEILALE KECAMATAN NUSANIWE." *Cita Ekonomika: Jurnal Ekonomi* 11, no. 1 (May 1, 2017): 79–84. https://doi.org/10.51125/citaekonomika.v11i1.2634.