

Juridical Analysis of Work Agreements at Sea for Seafarers from the Perspective of Affirming People's Welfare: A Study at the Batam Authority and Harbormaster Office

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ABSTRACT

A Sea Work Agreement is a contract between a shipping entrepreneur and a worker in which the latter agrees to do work for pay as a captain or a member of the ship's crew under the entrepreneur's instructions. As a component of a more considerable agreement, a written or spoken labor agreement must satisfy both subjective and objective legal criteria of an agreement. The topic of this study is the legal arrangement of work agreements at sea for seafarers to promote human welfare. A study was conducted by the Batam authorities and harbormaster's office on the implementation and legal analysis of work agreements at sea for seafarers from an affirming people's welfare perspective. Also, the factors that act as impediments or barriers to solutions for work agreements at sea for seafarers from an affirming people's welfare perspective. This research aims to establish the legal structure of work agreements at sea for seafarers to improve their welfare and the execution and legal analysis of work agreements at sea for seafarers to enhance their welfare. Thirdly, determine the elements that lead to the formation of barriers or obstacles, along with some of the aspects that contribute to their resolution. This study aims to gather primary data via field research utilizing a normative approach. The study's findings show that although the legal control of work agreements at sea for seafarers has been chiefly implemented successfully to enhance people's welfare, there are still many barriers in the sector at both an internal and external level. It is anticipated that both ship entrepreneurs and ship

personnel will adhere to their agreed-upon and signed maritime labor agreements, making this a legal requirement for builders.

Keywords: Sea Work Agreement, Seafarers

INTRODUCTION

Indonesia is an archipelagic nation endowed with an abundance of natural resources. The majority of Indonesians earn their livelihood as farmers or fishers. Since ancient times, the Indonesian people's forefathers have been regarded as dependable sailors due to their excellence at sea. As a nation with enormous marine potential, it is not surprising that the Indonesian government is increasingly taking the lead in promoting the marine and fishing sectors in order to diversify the country's revenue streams.

Companies are expected to enhance performance via effective and efficient organizational management, globalization, and solid commercial rivalry. One of the attempts is to hire as few employees as possible to make the most significant contribution possible to meet the company's needs. As a result, businesses attempt to concentrate their efforts on arranging work and enabling contract employees to carry out corporate operations (Sari SK, 2011).

Employment is defined as a thing relating to labor before, during, and after work time in article 1 number 1 of

legislation number 13 of 2003 regulating the workforce. According to Imam Sopomo, labor or employment is a set of terms, both written and unwritten, that refer to the events that occur when a person works for another for a wage. According to Molenaar, labor or employment is a component of everything that applies, which primarily controls the connection between employees and entrepreneurs and between employers and employees. It should have described as the workforce based on the concept of employment above.

Employment has a significant impact on a business's growth. The workforce's role as development actors is critical for improving both productivity and wellbeing. Companies should have been empowered in order to compete in the global age. The employee plays a critical role and has a unique position as an actor in national development. A company's success is entirely dependent on its employees. The connection between the business and these employees is mutually beneficial.

On the one hand, employees need a place to work and businesses need employees as resources to help them accomplish their objectives. Given the value placed on employees by businesses, governments, and the community, it is essential to consider how workers can protect their safety while doing their jobs (Husni, 2017).

Article 1, number 15 of Law Number 13 of 2003 concerning Manpower states that an employment relationship between an entrepreneur and a worker/laborer is based on a work agreement containing work, wages, and orders. Meanwhile, Article 1, number 14 of Law Number 13 of 2003 states that a work agreement is an agreement between a worker/laborer and an entrepreneur or entrepreneur that contains the working conditions, rights, and obligations of the parties.

According to Imam Supomo, a work agreement is an agreement in which one of the parties (labor) binds himself to work by

receiving wages from another party (employer), who binds himself to employ workers by paying wages (Husni, 2018). A legal event is carried out by the worker/laborer and the entrepreneur/employer to bind themselves in a normative or mutually binding relationship. In various legal theories of partnership, an agreement is a partnership in which two parties bind themselves to do, give something, or not do something as outlined in an agreement, either orally or in writing. An agreement always creates rights and obligations for the parties involved in it. The result of not fulfilling these rights and obligations can be in the form of cancelling the agreement and can even result in compensation for all forms of losses that arise due to non-fulfillment of the promised performance (Nasir, 2016).

Partnership law is part of property law. In the systematics of legal science, wealth is regulated in Book III, which includes the relationship between people and objects and between people and people. Meanwhile, the law that regulates relationships between people and people is regulated in book III concerning partnerships. The agreement or *Verbintenis* contains the meaning of a legal relationship between two or more people, which gives power of attorney to one party to obtain achievements and, at the same time, obliges the other party to fulfill these achievements (Harahap, 2017).

An agreement is an event in which one person commits to another, or more precisely, an event in which two or more individuals pledge to accomplish something. Article 1313 of the Civil Code defines an agreement in which one or more parties commit themselves to another. The agreement's definition is really incomplete since it has several weaknesses that should have been addressed (Muhammad, 2016). For instance, a). It is entirely one-sided, b). Without an agreement, the term activity encompasses c). The agreement's scope is too broad, d). Without elaborating on the objective, based on the above, the

agreement could have been stated as follows (Muhammad, 2016): Thus, an agreement is a contract in which two or more parties agree to cooperate on a subject involving assets.

Employment agreements have many advantages for the parties that engage in them. This case should have been recognized since a well-drafted and adhered to work agreement may provide employees and employers with peace of mind by clarifying their rights and responsibilities. Consequently, the company's productivity will increase more and more widely, which may result in the creation of additional employment opportunities.

The Sea Work Agreement is a contract between a shipping entrepreneur and a worker in which the latter agrees to do work for pay under the entrepreneur's instructions as a captain or a member of the ship's crew. As part of a general agreement, a written or verbal work agreement must satisfy the criteria for agreement validity on a subjective and objective level, as specified in Article 52 of Law No. 13 of 2003.

- 1) The employment agreement is structured as follows. Both parties agreed on the ability or capacity to take legal action. The work agreed upon existed, and the work agreed upon did not violate public order or decency.
- 2) The work agreement made by parties contrary to the provisions as referred to in paragraph (1) letters (a) and (b) can be cancelled.

The work agreement made by the parties that is contrary to the provisions as referred to in paragraph (1) letters (c) and (d) is null and void.

- 3) When workers and entrepreneurs sign a work agreement and meet the criteria mentioned earlier, they have legally committed themselves to one another. As a result, the worker and the entrepreneur must adhere to the agreement they have reached by carrying out the rights and responsibilities established in the work

agreement and relevant business laws (Asyhadie, 2017).

Wage protection is governed by Article 88 of Law No. 13 of 2003. Every worker/laborer has the right to an income that enables humankind to live in dignity. The legislation protects salaries primarily for employees with permanent status or those who are bonded. Meanwhile, it is governed by Article 10 of Ministerial Decree No. 100/MEN/VI/2004. Mention that for some employees who work irregular hours and whose attendance determines their number of workers and pay, this should have been accomplished via an informal working day agreement—labor protection, which seeks to safeguard employees from all hazards associated with employment relationships. Throughout the working relationship, employees and employers encounter various circumstances that contribute to the escalation of labor conflicts (Subekti, 2016).

Both sides (employees and employers) are required to adhere to labor agreements and business policies. Workers must have responsibility if they break the company's work agreements and rules, and entrepreneurs must bear responsibility if they fail to perform their duties under the negotiated agreement and relevant laws. Employers should have been accountable for their employees.

According to Subekti (2016), an agreement is when one person commits to another or when two individuals make a promise to each other. According to Setiawan (2016), an agreement is a legal act in which one or more parties commit themselves or one another. According to Sri Soedewi Masjchoen Sofwan, an agreement is a legal act in which a person or a group of individuals commit themselves to another person or group of individuals.

Based on this background, the following problems have been formulated:

- 1) What is the legal arrangement for juridical analysis of work agreements at

sea for seafarers in the perspective of affirming people's welfare?

- 2) How is the juridical analysis of the work agreement implemented?
 - 3) What are the inhibiting factors/obstacles and solutions to the juridical analysis of the work agreement?
- Therefore, the following are the goals of the research.
 - Obtaining an understanding of the legal arrangements for seafarers from the juridical analysis of work agreements at sea in the context of ensuring their wellbeing
 - It is becoming clear that the findings of the legal study of the employment agreement for sailors are being put into practice.
 - Identifying the constrain reasons/limitations and potential remedies based on the findings of the legal investigation.

The study may help both the authors and other parties, including the Batam Authority and Harbormaster Office, and the local community. Theoretical advantages may assist in the advancement of legal science, particularly in the field of transportation law. Practically speaking, this study should assist the Batam Authority and Harbormaster Office. The Batam Authority and Harbormaster Office are required to carry out their responsibilities and tasks under the terms of a work agreement at sea for seafarers and to ensure the public's welfare. The community is asked to debate whether labor arrangements at sea for seafarers are enough or not. As a result, there is no longer any welfare for seafarers in the city of Batam.

LITERATURE REVIEW

As a grand theory, the authors employ Jeremy Bentham's Happiness theory (2014). He believes that all versions of utilitarianism, including the one started by Bentham, are components of the same system. The system may be split into two

broad categories: teleological (goal-oriented) and deontological (obligation-oriented). In the teleological framework, an action's goodness is determined by its effects. As a result, this philosophy is often referred to as consequentialism, which includes utilitarianism.

Action in utilitarianism aims to increase the usefulness or pleasure of the greatest number of individuals possible. Meanwhile, deontology is an ethical theory that evaluates the goodness or badness of an action not based on its outcomes but on the basis of the perpetrator's purpose while doing the act. This approach is not concerned with the goal of action, but rather with its compulsory nature.

Bentham founded his moral theory on hedonism (the pursuit of pleasure), known as hedonistic utilitarianism. The principal value is happiness or pleasure, an intrinsic value, while the means to achieve it are instrumental values. Thus, pleasure has two distinct values: intrinsic and instrumental (Rosenstand, 2017).

According to Bentham (2014), humans naturally oscillate between two opposing forces, namely; pain and pleasure. Bentham stated the following in detail. Nature has placed humankind under the governance of two sovereign masters: pain and pleasure. It is for them alone to point out what we ought to do, as well as to determine what we should do. On the one hand, the standard of right and wrong. On the other hand, the chain of causes and effects is fastened to their throne.

Happiness will be defined in this context as a condition of complete pleasure and the absence of suffering. A course of action may be classified as either positive or negative as long as it enhances or diminishes a person's happiness. This case is the fundamental idea of Jeremy Bentham's utilitarianism thesis (the principle of utility).

Bentham (2014) describes utility as anything that may be possessed and provides benefits, profits, pleasure, and happiness, or as something that can be avoided to avoid harm, displeasure, evil, or

misery. This usefulness value occurs individually, resulting in individual happiness and community happiness (Rosenstand, 2017).

According to Bentham (2014), an action's morality is decided by its utility in attaining the pleasure of all humans, not by the enjoyment of selfish individuals, as traditional hedonism advocates. This case is how Bentham's famous theorem of happiness came to be: the greatest happiness of the most significant number. Pleasure or contentment are always of the same quality. What may vary is the level of quality.

As a consequence, Bentham asserts that the utilitarianism principle must be quantified. Its implications include not just the most significant possible number, but also the greatest possible happiness. As a result, Bentham created the hedonistic or felicific calculus (calculus of pleasures). Bentham then discusses the variables that influence the intensity, length, certainty, and proximity of feeling joyful or sad due to an action.

According to utilitarianism, the primary aim of legislation is utility, which is defined in this context as happiness or pleasure. Thus, the emphasis is not on whether a law is fair or not, but on whether it can give human pleasure or not (Ali, 2017).

As a middle theory, John Austin's Legal System Theory, a prominent positivist, argues that the sole source of law in a nation is the highest authority (Ali, 2017). Austin describes jurisprudence as an independent and self-contained positive legal philosophy. The science of law is concerned with positive law and other universally recognized laws. Legal science's goal is to examine the components that comprise the modern legal system. While it is acknowledged that there are historical aspects, they are disregarded. A law is a directive issued by a country's sovereign political authority (Raharjo, 2016). Austin's most significant contribution to legal theory is his substitution of each ideal of justice with a sovereign mandate, namely the State.

A rule laid down for the guidance of an intelligent being by an intelligent being having power over him.

The law is distinct from justice and is not predicated on concepts of good and bad, but on a higher force. Austin divides the law into two categories: laws created by God for humans (God's Laws) and laws created by humans for humanity (human laws). Human law may be classified into the following categories: (1) Laws referred to as natural laws (positive laws), which are those enacted by political authorities for the benefit of political people who are their subordinates. (2) False laws are those that are neither directly nor indirectly enforced by political authority (positive morality) (Arifin, 2017).

The authors explore the article using Philippe Nonet and Phillip Zelnick's Responsive Legal Theory (Arifin, 2017). With contemporary societal requirements, responsive legislation creates a place for social facts as a result of societal developments. This need has been the central topic of all experts who adhere to a functional, pragmatic, and goal-oriented attitude, including Roscoe Pound, legal realists, and current critics. Before discussing responsive legal thinking, Nonet and Zelnick distinguish three fundamental classifications of law in society: law as a servant of repressive law; law as a distinct institution capable of taming repression and safeguarding its integrity (autonomous law); and law as a facilitator of diverse responses to social needs and aspirations (responsive law). According to Nonet and Zelnick, responsive law is an effort to bridge the legal and social sciences.

Legal Analysis

An analysis is the process of synthesizing a considerable quantity of raw data and then grouping or isolating the relevant components and pieces to connect the gathered data to solve the issue. An analysis is an effort to systematically characterize patterns in data so that the analysis's findings may be examined,

translated, and given significance (Surayin, 2016). While juridical refers to something recognized by law, based on law, and affects its violation. Juridical is a rule that is considered law or validity justified in the view of the law, through regulations, habits, ethics, or even morals that serve as the basis of the assessment.

In this research, the authors define juridical analysis as an activity that entails identifying and breaking down the components of a problem to be examined in more detail and then relating them to the law, legal regulations, and relevant legal standards as a means of resolving the issue. The juridical analysis aims to compile pertinent laws and other supporting documentation to develop findings as remedies or answers to issues. The juridical analysis activity aims to develop a mentality for lawfully resolving problems, most notably implementing the presence of a work agreement at sea for seafarers at the Batam Authority and Harbormaster Office.

Employment agreement

An agreement is an event in which one person commits to another, or more precisely, an event in which two or more individuals commit to doing something. Article 1313 of the Civil Code defines a limit agreement as an act by which one or more individuals commit themselves to one or more other people. The agreement defined in Article 1313 of the Civil Code is really incomplete since it has many flaws that need to be addressed. According to Muhammad (2016), these shortcomings include the following: It entails one-sidedness solely. Additionally, the term deed covers without an agreement.

According to the above, the agreement may be stated as follows. An agreement is a contract between two or more individuals to carry out an issue involving assets. An agreement is an occurrence in which one person makes a commitment to another or when two individuals make a mutual pledge to carry out something (Subekti, 2016). An

agreement is a contract between two or more individuals who agree to do something in the area of wealth (Muhammad, 2017). According to the definition of an agreement provided above, the following elements constitute an agreement: the existence of the parties; the parties' consensus or agreement; the existence of objects in the agreement in the form of objects; the existence of a material purpose regarding assets; the existence of certain forms, both orally and in writing; and the existence of certain conditions.

The following principles govern the agreement.

The Principle of Personality

In theory, the concept of personality dictates that an agreement is solely binding on the parties to it. Article 1315 and Article 1340 of the Civil Code include rules governing this concept. In Article 1315 of the Civil Code, a person does not enter into an engagement or arrangement for the benefit of another person. It is considered an independent contractor. The gist of this clause is that an individual who agrees does so only for his or her own benefit. The Civil Code stipulates in Article 1340. (a) An agreement is valid only between the parties who entered into it; (b) The agreement is valid only between the parties who entered into it.

Contractual Freedom

The concept of contract freedom, often referred to as an open system, states that anybody may join into any agreement, regardless of whether it has been controlled by law. Even if this concept applies, contract freedom is restricted by three factors: it must not be banned by law, it must not violate decency, and it must not violate public order (Muhammad, 2017). Every legally binding arrangement is binding on its creators. This wording appears in Article 1338 paragraph (1) of the Civil Code and is reinforced in paragraph (2), which states that the negotiated agreement can not be revoked unless with

the consent of both parties or for reasons specified by law (Solahudin, 2017).

The consensual principle

Consensuality means that an agreement occurs when the parties achieve an agreement (consensus) on the subject matter of the agreement. Since then, the agreement has become legally enforceable and has ramifications. An oral agreement between parties binds the parties who agreed verbally, and since this provision is governed by Article 1320 of the Civil Code, the formulation is regarded as the foundation for the contract law concept of consensuality.

The Binding Strength Principle

Each agreement is legally binding on the parties that enter into it and serves as a guide. This concept implies that the agreement is valid solely between the parties who drafted it. This case is stated in Article 1338 (1) of the Civil Code, which states that all agreements are legally enforceable as laws for individuals who form them.

RESEARCH METHODS

Essentially, the approach establishes rules for how a scientist acquires knowledge, analyzes, and comprehends the settings in which he or she works (Soekanto, 2016). The research technique describes how a study will be conducted in specific, justified methods, both in terms of data collection, data management, data analysis processes, and producing research reports (Ali, 2015). The data specification, or the kind of research, is a selection of the research format to analyze the subject of the authors' research in the area of legal science. Specifically, Soerjono Soekanto distinguishes between normative and sociological or empirical legal studies based on the research's kind, nature, and aim (Ali, 2015). This kind of legal research is referred to as normative legal research. It is also referred to as doctrinal legal research, as well as library research or document study.

It is referred to as doctrinal legal study since it is performed or directed only at written rules or other legal documents. Additionally, it is referred to as library research or document study since most of this research is conducted in libraries using secondary sources. The authors established the requirements for normative legal research that is complemented by empirical sociological research while researching the subject of this study.

This study employs a normative juridical approach. A legal method based on secondary data sources is utilized to examine different immigration rules and regulations and books and articles that have correlations and are pertinent to the issues being researched. The study relies on secondary data sources; data acquired or compiled by individuals researching existing sources. Secondary data is gathered via library research to establish a theoretical foundation in the form of expert views or publications, and gather information in the form of formal provisions and data from existing official documents. In the area of law, secondary data may be differentiated.

- (a) Binding primary legal materials in the form of Pancasila's fundamental principles, the 1945 Constitution, Junto Law No. 13 of 2013, Law No. 11 of 2020 concerning Work Copyrights, Law No. 17 of 2008 concerning Shipping, and Government Regulations No. 34 of 2021 concerning the use of Foreign Workers.
- (b) Secondary legal resources are closely linked to primary legal documents and may assist in the analysis and comprehension of primary legal materials. These items include dictionaries, literary books, articles, and the internet.
- (c) Tertiary legal resources, also known as supporting legal materials, are documents that serve as instructions for primary and secondary legal materials.

The Batam Authority and the Harbormaster's Office were the locations of

this study. The study's population is comprised of seafarers. The author uses purposive sampling to conduct a non-probability sampling procedure. This method is often selected due to time, effort, and expense constraints since it can not collect a large number of samples and is located in a remote location. The authors collected data for this research through the use of interviews. The interview was conducted in an open format, with direct question-and-answer sessions based on a list of pre-prepared and created questions. The authors spoke with various officials from the Batam Authority and the Harbormaster's Office.

Additionally, the data source employs data gathering methods such as searching through the library's collection of documents. Library research is a technique for collecting data that utilizes library resources such as journal volumes and expert-authored articles. After obtaining and collecting all the data, both the results of interviews and the library materials are re-examined for completeness and clarity. A data management process is conducted by combining the data and classifying it to make data analysis easier.

Data analysis is a step in the research process that identifies both the source of the issue and its solution (Soekanto, 2016). Qualitative and quantitative data analysis are two distinct kinds of data analysis. Qualitative analysis collects descriptive data, which may include words and images, from interview transcripts, field notes, photographs, videotapes, and other sources. Quantitative analysis is used to generate codes, numbers, units of measurement, and operational variables.

The data in this study was analyzed using qualitative data analysis, which is a scientific method for obtaining valid data to discover, prove, and develop knowledge that can be used to understand, solve, and anticipate problems based on raw data with a high degree of accuracy (Manab, 2015). To make decisions based on the facts

gathered during this research, the authors used a deductive (generic) to inductive (particular) approach, a technique used to complete a normative system collected and structured via effort: inventory and collecting.

DISCUSSION & CONCLUSION

Responding to the issues raised in the problem formulation. The following are some of the research conclusions.

The Legal Arrangements for Work Agreements at Sea for Seafarers in the Interest of Strengthening People's Welfare are regulated by the 1945 Constitution, Junto Law No. 13 of 2013, Junto Law No. 11 of 2020 concerning Work Copyrights, Junto Law No. 17 of 2008 regarding Shipping, and Government Regulation No. 34 of 2021 regarding the Use of Foreign Workers.

The work agreement at sea for seafarers in the interest of strengthening people's welfare has been implemented in such a way. The rights of ship entrepreneurs have been protected by the requirements of a good sea work agreement. It is signed by parties who have read the contents of the agreement by the harbormaster. It inquired about the ship workers' capabilities. Meanwhile, the ship's entrepreneur has fulfilled the rights of the ship's crew in line with the established rules. The agreed-upon salary is included; they are provided with enough food and accommodation aboard the ship for the duration of their employment.

Factors, constraints, or barriers, and solutions affecting work agreements at sea for seafarers in the interest of strengthening people's welfare. Specifically, the absence of legal knowledge among shipboard personnel or crew, and impediments imposed by the government, namely legal protection for shipboard personnel, are impediments. This case may be observed in the central government's weak response to environmental issues, particularly those involving maritime firms and employees on ships or personnel.

Alternatives to seafarers' work agreements in the interest of strengthening people's welfare. Labor party members have a high degree of legal knowledge. In an employment relationship, the intended legal awareness is a mental attitude that recognizes that a rule enacted on land or water has specific legal power, is subject to penalties, and must be followed or should not be broken by everyone without exception. In this instance, the ship's or crew's workforce must fully comprehend all applicable rules.

In terms of overcoming, specifically: (1) In responding to employment issues, the government assumes the position and function of a defender for all members of the community and those involved in the sailing process. This endeavor is carried out via the imposition of penalties for any labor infractions, including criminal and administrative, following the provisions of Law No. 13 of 2003 on Manpower. (2) Improving the maritime transportation service's performance. In this instance, optimizing the performance of the sea transportation service entails providing comprehensive advice on all issues related to the crew's safety and performance.

Suggestions

As a consequence of the study and discussion, and as a recommendation in science, particularly addressing work agreements at sea for seafarers in the context of strengthening people's welfare, the following recommendations may be made about this research. It is anticipated that legislation will evolve to meet current legal requirements, beginning with confirming the soundness of provisions that remain subjective and open to interpretation and coherence with other implementing regulations in terms of integrated management of labor agreements at sea. It is desired that the government pay attention to current circumstances and regulations, make adjustments beneficial to port users, and enhance the quality and quantity of performance, particularly for ship personnel,

to ensure safe and smooth sailing. It is anticipated that both the ship's entrepreneurs and crew will adhere to the rights and responsibilities outlined in the agreed, written maritime work agreement, thus establishing this as a legal norm for the makers.

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