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SETTLEMENT OF DIFFERENCE IN INDUSTRIAL RELATIONSHIP IN COURT BASED ON LAW NO. 2 YEAR 2004

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ABSTRACT:

Labor Dispute Settlement in the Industrial Relations Court Based on Law No. 2 of 2004 concerning the IRC which includes First: Research Objectives To find out and analyze the types of Disputes that can be resolved at the Industrial Relations Court, To find out the position of the Industrial Relations Court in the Judicial System in Indonesia, To find out the Process of Settling Industrial Relations Disputes in the Relations Court Industrial. Second The scope of the research describes the state of labor disputes, the legal protection of the labor justice system. The third research method is to use qualitative research methods that are nominally. The fourth discussion on Settlement of Labor Disputes at the Industrial Relations Court, is regulated by Law No. 48 of 2009 concerning Judicial Power, which also applies to all judicial bodies in the territory of the Republic of Indonesia. Before the enactment of Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes. Before these steps are taken, they must first be completed through a Bipartite settlement, Conciliation, Mediation, Negotiation and Arbitration, which must be taken first based on an agreement between the worker and the employer. that the existence and entry into force of Law No. 2 of 2004 is a gateway to labor law towards a labor justice system that is fast, accurate, fair and inexpensive and can guarantee legal certainty that is highly coveted by workers and employers in particular and the Indonesian people in general. The Fifth Conclusions in Settling Industrial Relations Disputes there are 4 (four) types of disputes which then become the absolute authority of the Industrial Relations Court, including: First, Rights Disputes. Second, disputes of interest. Third, Work Termination Disputes. Fourth, disputes between trade unions / labor unions. In addition to the settlement process at the Industrial Relations Court, the Industrial Relations Dispute Settlement Act also regulates alternative industrial relations settlements carried out outside the court, namely through bipartite efforts which constitute mandatory, mediation and conciliation efforts which are mandatory effort choices before entering the Industrial Relations Court, and arbitration which is a settlement institution that has a decision of permanent legal force.

KEYWORDS: Industrial Relations Labor Disputes

INTRODUCTION:

A. Research Background

In accordance with the principles adopted in Pancasila industrial relations that industrial relations aims to a) create peace or peace of work and business calm; b) increase production; c) improve the welfare of workers and their degrees in accordance with human dignity. Therefore Pancasila industrial relations must be carried out in accordance with the tri-partnership (three-partnership), namely partnership in response, partnership in production and partnership in profit.

This industrial relations that is harmoniously established will become a strategic key to creating work peace and the development of a company that can be realized. But not infrequently there are friction between two important elements in a company, workers want to increase welfare while employers want profit and controlled business continuity. (Aruan, ,"http://www.nakertrans.go.id/arsip berita/naker/kebijakan phi.php)

To eliminate or at least minimize conflicts that are detrimental to both parties, it is necessary to establish effective communication so that solutions can be found from these two different interests. (Asrun)

In the field of labor, the emergence of disputes between employers and workers is usually at the base because of dissatisfaction. Both the policies issued by employers and work attitudes of workers who are considered unfavorable by employers. According to Gunawi Kartasapoetra, in his book it was said that the source of dissatisfaction generally revolves around problems: (Zainal Azikin.163-164. 2004)

a. Remuneration
b. Social Security
c. Assignment behavior that is sometimes felt to be inappropriate according to personality.
d. Work power and work ability are felt to be less appropriate with the work that must be carried out.
e. Personal problems.

Trade unions and employer's organizations are partners in running a company, which in the negotiations will produce agreements that are binding on both parties, then become a guideline in fulfilling their respective rights and obligations.

However, when one of the rights and obligations are not fulfilled, both the worker and the employer can cause disputes that can adversely affect one party or both parties. According to Law No. 2 of 2004 concerning PPHI, types of industrial relations disputes include: (RI. Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes)

a. Rights dispute
b. Conflict of interest
c. Work termination disputes
d. Disputes between trade unions / labor unions are only in one company.

In the case of industrial relations disputes due to non-fulfillment of the contents of the work agreement, the solution is always done by employers to lay off workers. And vice versa if workers' rights are not fulfilled in accordance with the work agreement, then the thing most often done by workers is with strikes and demonstrations. Which is basically a solution that is often done can be detrimental to both parties.

For this reason, the writer is interested in discussing the problem above and tries to raise this issue as a form of socialization and in-depth study of the Industrial Relations Court (PHI), which has only been in effect since January 15, 2006.

B. Problem Formulation

1. What is the Procedure for Settling Industrial Relations Disputes (PPHI) Against Workers / Laborers Subjected to Layoffs According to Law No. 2 of 2004.
2. What is the Dispute Resolution Process in the Industrial Relations Court Kerangka Teoritis

C. Theoretical Framework

Based on discussions on the background and formulation of the problem as well as the purpose and usefulness of writing this , the writer brings up several theories or opinions from several experts on labor law. In the opinion of Iman Soepomo in his book entitled Introduction to Labor Law, which states that Labor Law is a set, whether written or not, relating to events where a person works for someone else by receiving wages. (Kartasapoetra, G and Widianingsih, G, Rience: 1982: 3-4).

Meanwhile, in the opinion of Halili Toha and Hari Pramono in his book entitled Work Relations Between Employers and Workers, what is meant by a worker is someone who works for someone else (commonly called an employer) by receiving wages, while at the same time overcoming the problem between free work and work performed , under the leadership of others, and also put aside the problems between work and workers. (Toha, Halili and Pramono Day 1987: 3)

In the opinion of Wihoho Soejdono that what is meant by an employment agreement is the legal relationship between an individual acting as a worker / laborer and someone acting as an employer, or an individual agreement on a party with another party as an employer, to carry out a work for a fee. (A Ridwan Halim, 1984: 171)

JM. Van Duane in the treaty law upgrading which states: "Liberal ideology urges the government to intervene in the matter of making an agreement to provide protection to weak party groups, in this case the workers to achieve progress" (Van Duane, JM et al. 1997: 65)

In the understanding of liberalism, the relationship between workers and employers is absolutely civil, meaning that workers and employers are considered to be two parties of the same position. Employee and employer relations in legal science fall into the category of labor law.

Meanwhile, according to Imam Soepomo's opinion based on the opinion of Van Esveld which states: "Labor law is that this Labor Law is different from Labor Law or Labor Force Law and does not also include free work (outside employment relations)" (Zainal Azikin, H. Agusfian Wahab, Lalu Husni and Zaemi Ashadie, 2004: 4-5)

Basically the essence of labor law is to avoid the occurrence of relations between workers and employers such as slaves and masters, which is legally and principle prohibited. As we know that the purpose of labor law is to carry out social justice in the field of labor organized by protecting workers against employer power.

D. Research Methods

In connection with problems that have been formulated previously and are related to the theory of the Labor Justice system in Indonesia, this research method uses the Normative Juridical method, namely by referring to the legal norms contained in legislation and court rulings and norms. legal norms in society (Sri Mamudji, et al. 2005: 23)

DISCUSSION:

A. Procedure for Settling Industrial Relations Disputes (PPHI) Against Workers/ Workers Subject to Layoffs According to Law No. 2 of 2004

With the employment agreement between the employer and the worker / laborer, the rights and obligations of each party arise reciprocally in accordance with the agreement according to Civil law.

1. Entrepreneur's Rights and Obligations

The main obligation of the employer in an employment relationship is to pay wages to workers / laborers according to Article 1602 of the Civil Code. While other obligations include:

a. Organize work;
b. Organize workplaces;
c. Determine the type of work;
d. Determine the time / length of time workers / laborers carry out the work;
e. Provide the necessary certificate;
f. Maintain safety;
g. Maintain the security and decency of workers / laborers in the company.

The calmness of work and the certainty of this business, is one of the conditions that cannot be ruled out in order to achieve the progress of the company which in turn can reduce job opportunities. This goal is indeed not easy to achieve, because there are still various kinds of obstacles that can cause an imbalance between the supply and demand of workers or job seekers far greater than the available employment opportunities. Therefore, determining the level of wages tends to be done unilaterally by employers. Determination of wages unilaterally is often the cause of wage behavior is very low, so it can not meet the minimum needs of the workforce.

So far, labor /labor disputes that occur precisely relate to wage problems. In essence, the problem of wages is caused by differences in the basic views, both of labor and employers and the government on wages. For employers, wages are a component of production costs, while for laborers wages are the basic income available to ensure their survival and their families, and to increase their dignity and status as citizens. Therefore, according to the government the formulation of wages can create a business climate and a good social climate, so that community interests can be integrated.

Based on Article 1 number 30 of Law Number 13 Year 2003 concerning Manpower, the meaning of wages is:"Workers' rights are received and expressed in monetary form in return from the employer or employer to the worker / laborer which is determined and paid according to an agreement, agreement or legislation, including benefits for the worker / laborer and his family for an work and / or services that have been or will be performed ".

The definition of wages as mentioned above, it is legally clear that wages are workers' rights and not gifts as gifts from employers. Because workers / laborers have or will work for employers as agreed. If it turns out that the worker / laborer does not work as promised, the worker /laborer concerned is not entitled to wages from the employer.

The wage component consists of the basic wage plus a fixed allowance, but the basic wage is as low as 75% of the minimum wage. The minimum wage here is a wage received in money and does not include stimulant benefits. The minimum wage according to Article I number 1 of the Regulation of the Minister of Manpower Number PER-01 / MEN / 1999, is the lowest monthly wage consisting of basic wages including fixed benefits. So, obviously benefits that are not permanent may not be included in the minimum wage.

2. Workers' Rights and Obligations

With the employment agreement, there arises the obligation of the worker / laborer to work for another party, meaning to carry out a certain work under the leadership

of the employer. Therefore the worker / laborer is obliged to carry out a certain work according to the employer's instructions to the extent specified earlier in the employment agreement, applicable law and custom for it. In addition, these obligations are ensured if the rights of workers / laborers in the implementation of employment relations, such as receiving wages, rest periods, and so forth.

Work relationships arising from the existence of the work agreement are personal to the worker / laborer that the implementation of the contents of the work agreement must be carried out by the worker / laborer himself, may not be replaced by another person (Article 1603 (j) KIJH Civil), but if the employer is unable or dies, the advanced position in the employment relationship can be represented / replaced by another person or his heir.

If within a valid work period according to an existing agreement or according to the provisions of the regulations, one of the parties withdraws their agreement (Article 1338 paragraph 2 of the Civil Code), then the party that feels disadvantaged can demand compensation. The said consent is a form of termination. employment relationship by the worker / laborer or by the employer.

As stated earlier, based on Article 151 of Law No. 13 of 2003 employers, workers / laborers, trade unions / labor unions, employers and the government with all efforts to avoid layoffs. However, if not avoided layoffs can still be done.

For this reason, several principles can be conveyed in laying offs based on the Law, including:

1. efforts must be made first to prevent layoffs by all parties.
2. if it cannot be prevented, the parties must first negotiate.
3. must be established with an industrial relations dispute resolution institution.
4. in accordance with applicable laws and regulations.

If we pay attention to the articles governing layoffs, it can be drawn an understanding that most of the things about layoffs are the interests of employers, while layoffs according to the interests of workers / laborers are only contained in a few articles, among others.

1. Article 159 of Law No. 13 of 2003 which regulates if workers / laborers do not receive the verdict of grave mistakes as Article 158 of Law No. 13 of 2003. However, the article was decided by the Constitutional Court, so it does not have binding legal force.
2. Article 162 of Law No. 13 of 2003 which regulates resignation which is in the interests of workers / laborers themselves.
3. Article 169 of Law No. 13 of 2003 which regulates the application for dismissals by workers / laborers because the employer commits an act:

a. abusing, insulting or threatening workers / laborers;
b. persuade and / or order workers / laborers to carry out acts that are contrary to laws and regulations;
c. does not pay wages on time determined for 3 (three) months. consecutive or more;
d. do not carry out the obligations that have been promised to workers / laborers;
e. order workers / laborers to carry out outside work as promised; or
f. provide work that endangers the life, safety, health and morals of workers / laborers while the work is not included in the employment agreement.

4. Article 171 of Law No. 13 of 2003 which regulates that workers / laborers can file a lawsuit if the PHK does not meet the provisions stipulated in the UUK.

5. Article 172 of Law No. 13 of 2003 which regulates workers / laborers who suffer from prolonged illness, have disabilities due to work accidents and are unable to do their work after exceeding the 12 month limit.

In its development, the provisions regarding layoffs are not only limited to the dismissal of employees / workers, but also limits the freedom of employers to make dismissals, and establish a more general principle that is that each dismissal of workers / laborers must be based on the core reasons that justify the dismissal.

Based on this principle, any dismissal of workers / laborers cannot be carried out arbitrarily if there are no strong enough reasons that can support the justification of dismissal or layoffs themselves.

According to G. Kartasapoetra and Rience G. Widianingsih, or the reasons for the termination of employment are: "Termination of employment is caused by several reasons, namely causes arising from the laborers themselves and causes arising in the company." (Kartasapoetra and Rience W. Widianingsih 1982: 155)

3. Termination of Employment by the Court

Termination of employment by the court in question is a decision issued by a District Court not a decision issued by an industrial relations court. Employers can terminate employment through the District Court on the grounds that workers have made grave mistakes including:

a. Commit fraud, theft, or embezzlement of goods and / or money belonging to the company.

b. Giving false or falsified information, to the detriment of the company.

c. Drunk, drinking intoxicating liquor, using and / or distributing narcotics, psychotropic substances, and other addictive substances in the work environment.

d. Conducting immoral acts or gambling in the work environment.

e. Attacking, abusing, threatening or intimidating coworkers or employers in the work environment.

f. Persuading a colleague or entrepreneur to do something that is against the law.

g. Carelessly or intentionally damaging or letting the company property in danger causes harm to the company.

h. Carelessly or intentionally leaving a colleague or employer in danger at work.

i. Disclose or divulge company secrets that should be kept secret except for the benefit of the state. Committing other acts in a company environment which is punishable by imprisonment for five years or more.

The serious error above must be supported by evidence including:

a. Worker caught red-handed.

b. There is acknowledgment from the worker concerned.

c. There is other evidence in the form of incident reports made by the relevant authorities in the company concerned and supported by at least two witnesses.

Since the Constitutional Court (MK) stated that in article 158 of the Manpower Act is considered unconstitutional based on the decision of the Constitutional Court of the Republic of Indonesia case Number: 012 / PUU¬I / 2003 dated October 28, 2004, then employers can no longer directly lay off if there are alleged workers made a terrible mistake. Based on the presumption of innocence, employers can only lay off if workers have been proven guilty of serious wrongdoing, including criminal acts, with the issuance of a district court decision.

4. Termination of Employment by Law

Work relations can also be terminated / ended by law, meaning that the employment relationship must be broken by itself and to the worker, the employer does not need to get a Termination of Work from the competent authority.

The things that can cause termination of employment by law are:

a. Workers are still on probation, if required in writing in advance.

b. Workers submit requests for resignation, in writing of their own volition without any indication of pressure / intimidation from the employer, the end of the employment relationship in accordance with the work agreement for a certain time for the first time.

c. Workers reach retirement age in accordance with provisions in work agreements, company regulations, collective labor agreements, or statutory regulations.

d. The worker died.

e. Changes in status, mergers, consolidations, or changes in company ownership and workers are not willing to continue working relationships.

f. Because of rationalization, employers can terminate work relations with workers because the company intends to do efficiency.

g. The company was closed, because the company suffered continuous losses for two years so the company had to close, or force majeure.

5. Termination of Employment by Workers

Layoffs by workers / laborers can be done on the basis of:

a. Worker resigns (article 162 paragraph (2));

b. Workers are unwilling to continue work relations due to changes in status, mergers, consolidations and changes in company ownership (Article 163 paragraph (1));

c. Worker application to the PPHI agency because the employer made a mistake and turned out to be right (Article 169 paragraph (2));

d. Worker application due to prolonged illness, permanent disability due to work sensitivity (Article 172);

Workers can apply for termination of employment to the industrial relations dispute resolution agency in the event that the employer commits the following acts:

a. Abusing, insulting or threatening workers.

b. Persuade and / or instruct workers to carry out acts that are contrary to statutory regulations.

c. Not paying wages on time determined for 3 (three) consecutive months or more.

d. Not performing the obligations that have been promised to workers.

e. Instruct workers to carry out work outside of what was promised.

f. Provide work that endangers the life, safety, health and morals of workers, while the work is not included in the agreement

B. Dispute Resolution Process in the Industrial Relations Court

The Industrial Relations Court is a special court established within the District Court that has the authority to examine, hear and give decisions on an industrial relations dispute. (Ministry of Law & Human Rights of the Indonesian Prosperous Labor Union Convederation, Labor Advocacy Procedures (In accordance with Law No. 2 of 2004), Jakarta, 2004, pp. 37-38

The Industrial Relations Court is in each District Court. However, for the first time it will be established at the District / City District Court which is the Capital of the Province and in an industry-intensive Regency / City.

At the Industrial Relations Court, the panel of ad-hoc judges must examine and decide upon disputes. An ad-hoc judge who

sits in the Industrial Relations Court consists of five (5) people from the trade union, and five from the employer element (Article 70 paragraph 2). In the trial of judges who come from trade union representatives and employers act as member judges, while the head of the panel of judges is a career judge from the District Court.

Besides being in the Industrial Relations Court in the Case of the Supreme Court's PK Decision No. 85 PK / Pdt.Sus / 2011 Antara Pt. Mulia Glass with Nur Fuji Iksan. Ad-hoc judges also exist at the level of the Supreme Court called the ad-hoc Supreme Judges. Ad-hoc judge of the Industrial Relations Court at the District Court and the Supreme Court, for a period of five (5) years. Extension of work period can only be done once (1) for the same time.

To be able to become an Ad-hoc Judge at the Industrial Relations Court and an Ad-hoc Judge at the Supreme Court must meet the following conditions:

1. Indonesian citizen
2. Devotion to God Almighty
3. Loyal to Pancasila and the 1945 Constitution of the Republic of Indonesia
4. At least 30 (thirty) years old
5. Have a healthy body according to the doctor's statement
6. Authoritative, honest, fair, and behave without reproach
7. Educated as low as Strata One (S.1) except for Ad-hoc Judges at the Supreme Court undergraduate legal education requirements
8. Experience in the field of industrial relations for at least (five) years

Different from civil cases and criminal cases in general, it is not only different from the ad-justices, but there are still many differences regarding the proceedings at the Industrial Relations Court with the process of settling cases at the judiciary in general. One of the most striking forms of difference is that in industrial relations disputes there is no appeal against the High Court. This is intended so that industrial relations disputes will quickly gain permanent or final legal force.

However, in the Industrial Relations Court, there is an appeal against the Supreme Court, but not all industrial relations disputes decided at the first court can be appealed to the Supreme Court. There are 2 (two) cases that can be submitted to appeal, namely; disputes over rights and termination of employment (FLE).

a. Filing of Lawsuit

If workers / workers or employers cannot resolve the problem through mediation or conciliation efforts, then they can file a lawsuit with the Industrial Relations Court at the local District Court.

Claims filed / registered must be accompanied by evidence of a mediation or conciliation treatise. If the minutes mentioned are not attached, the judge will return the claim to the plaintiff (Articles 83, 24, 14). The impact that will arise is, in terms of time and morals will harm the plaintiff. The returned claim can be examined later after the plaintiff completes the mediation or conciliation minutes.

In the trials at the Industrial Relations Court, the term is known to perfect the lawsuit. In the event that the judge judges that the lawsuit is less than perfect, the judge will ask the plaintiff to perfect the lawsuit. This requires carefulness and accuracy in making the lawsuit material so that the contents are perfect.

b. Procedural Law

The procedural law applicable to the Industrial Relations Court is the procedural law in general that applies to courts in the General Courts environment, except those

specifically regulated in the Industrial Relations Dispute Settlement Act.

In labor law in Indonesia, the material law is Law No. 13 of 2003 concerning Manpower and which becomes formal law is Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes.

c. Type of Case Inspection

1). Inspection with Quick Events

Inspection with a quick event, is a trial to examine and decide on a dispute with a short time. In this Law it is stipulated, a quick pickle inspection is carried out with a maximum period of 14 (fourteen) working days. 14 working days is the time for each party to submit answers and substantiation (Article 99).

This form of examination can only be carried out, if there are interests of the parties and / or one of the parties which is quite urgent, which must be concluded from the reasons of the request from the interested parties, the parties or one of the parties can appeal to the Industrial Relations Court so that the examination can be expedited (Article 98 paragraph 1).

2). Inspection with Regular Events

The examination of an ordinary event is a trial to examine and decide on a dispute according to the normal time, which is a maximum of 50 days. The Industrial Relations Court Judge, in an ordinary examination must issue a decision no later than 50 working days from the first inspection.

3). Order of litigation in the Industrial Relations Court

For litigation (proceedings) at the Industrial Relations Court, there are several systematic stages that must be passed. These stages are a series of processes for the parties to defend their rights. As for the stages referred to, in practice referred to by the terms:

4). Lawsuit registration

If mediation or conciliation efforts fail to resolve the dispute, the next step is to file / register the claim with the Industrial Relations Court at the local District Court. After that the court gives the case registration number, and if the plaintiff is represented by an attorney, then at the time of registration it is obliged to bring a special power of attorney from the person represented in this case the plaintiff.

5). First trial

After the lawsuit has been registered, 14 (fourteen) days after counting the registration of the lawsuit, the Industrial Relations Court will conduct the initial trial. Before the trial began the court sent a summons to the parties to be able to attend the trial.

The first trial was an opportunity for the defendant to submit answers to the plaintiff's claim. The Defendant's answer contained a rebuttal to the arguments of the claim from the plaintiff which were submitted in writing or verbally before the judges, but the answers should be submitted in writing.

With respect to the response of the defendant, the panel of judges will offer the plaintiff whether to file a rebuttal to the defendant's answer. If the plaintiff wants to file a rebuttal in response to the defendant's answer, the panel of judges will postpone the hearing for several days. The postponement of the hearing was intended to give the plaintiff an opportunity to draw up his rebuttal. The answer or rebuttal filed by the plaintiff against the defendant's answer is referred to as a replica.

6). Session with Replic Events

The Replic's submission contains a rebuttal to the defendant's response. The Replic itself contains matters which aim to defend the arguments of the plaintiff's claim. Because if the plaintiff does not submit a

replica, it is the same as justifying the rebuttal or the respondent's response. The impact of the lawsuit will be rejected by the panel of judges, in other words the plaintiff will be defeated.

Given that the replica aims to defend and strengthen the argument of the lawsuit, then in the replica, it is recommended to do so.

CLOSING:

A. Conclusion

Based on the discussion and descriptions in the chapters above, the authors in this study concluded several conclusions as follows:

1. At the beginning of independence regarding the conditions of labor dispute settlement in the new order which focused on the labor union after the birth of Law No. 22 of 1957 namely to protect the rights of workers, by realizing Law No. 12 of 1964 concerning layoffs and Law No. 14 of 1964 concerning Basic Labor provisions. Where the labor dispute process in Indonesia is to settle labor disputes in the case of layoff disputes, there are policies to resolve labor disputes that occur, it is seen from the very large number of labor cases that occur, which in particular regarding the marsinah case are constituted as labor cases, but there are criminal element (pembuhan) which is not a complaint offense. Based on article 55 of Law No. 2 of 2004 that the Industrial Relations Court is a special court within the general court environment. This court was formed based on Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes, which has the authority to examine, hear and give decisions on industrial relations disputes.

2. In the Settlement of Industrial Relations Disputes, there are 4 (four) types of disputes which then become the absolute authority of the Industrial Relations Court, including: First, Rights Disputes. Second, disputes of interest. Third, Work Termination Disputes. Fourth, disputes between trade unions / labor unions. In addition to the settlement process at the Industrial Relations Court, the Industrial Relations Dispute Settlement Act also regulates alternative industrial relations settlements carried out outside the court, namely through bipartite efforts which constitute mandatory, mediation and conciliation efforts which are mandatory effort choices before entering the Industrial Relations Court , and arbitration which is a settlement institution that has a decision of permanent legal force.

B. Suggestions

Based on the above conclusions, the authors in this study provide suggestions as input to all parties related to the settlement of industrial relations, while the suggestions are as follows:

1. The Industrial Relations Court as a new judicial institution is expected to be a solution in finding justice for industrial relations disputes In order to immediately establish an Industrial Relations Court at each District Court in accordance with Law No. 2 of 2004, because at present there is only one Industrial Relations Court in each regional representative.

3. The existence of Trade Unions in Indonesia has not fully fought for the rights of workers both individually and individually, where the lack of role / function of trade unions in fighting for the rights of workers as weak parties, as well as lack of information / communication internally and externally (unions international labor).

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