

Legal Certainty of Domestic Workers' Agreements as the State's Constitutional Obligation in Indonesia

Hanim Yusni Amiriyah^{1*}, Hedwig Adianto Mau², Mardi Candra³

¹⁻³Master's in Law Study Program, Universitas Jayabaya, Jakarta, Indonesia

Email: ¹⁾ hanimyusni@gmail.com

Received : 21 August - 2026

Revised : 13 September - 2026

Accepted : 14 September - 2026

Published online : 22 October - 2026

Abstract

Employment relationships involving domestic workers in Indonesia are predominantly based on oral agreements and personal trust, leaving domestic workers vulnerable to exploitation and weak legal protection. Law Number 2 of 2026 on the Protection of Domestic Workers recognizes domestic workers as workers and treats the agreement as a legal basis for the employment relationship, yet it allows the agreement to be oral and its documentation to remain permissive (facultative) rather than mandatory, without prescribing a minimum mandatory content. This study analyses that regulation as a manifestation of the state's constitutional obligation to protect domestic workers and examines whether it delivers legal certainty. Using a normative juridical method with statutory, conceptual, and historical approaches, and drawing on welfare state theory, legal certainty theory, and the doctrine of the state's obligations to respect, protect, and fulfil rights, the study relies on primary, secondary, and tertiary legal materials collected through documentary research. The findings show that although the state has assumed regulatory, protective, and provider roles, the regulation does not yet provide adequate legal certainty. This is reflected in the permissive wording of Article 12, the absence of a measurable minimum wage standard, limited evidentiary mechanisms for oral agreements, unclear institutional authority, and the absence of implementing regulations, so that the state's constitutional obligation remains incompletely fulfilled. The study proposes a regulated autonomy model that preserves flexibility while establishing a minimum mandatory content, a clear wage standard, adequate evidentiary mechanisms, and implementing regulations.

Keywords: Constitutional Obligation, Domestic Workers, Employment Agreement, Legal Certainty, Welfare State.

1. Introduction

Domestic workers occupy an important position in social and economic life, even though their contribution has long remained outside the main concerns of the employment system. Under Law Number 2 of 2026 on the Protection of Domestic Workers, a domestic worker is a person who works for an employer to perform household work in return for wages. Because their work is carried out within the household, domestic workers operate in a private domestic space that is relatively closed to public supervision. This condition causes domestic work to be frequently regarded as invisible work, even though domestic workers make a real contribution to the economic activity of families and society. By taking over part of the household work, they enable other household members to pursue productive activities outside the home. At the same time, the fact that their work takes place in a private space renders domestic workers vulnerable to various violations of their rights and to weak legal protection (Yuliastuti, 2017).

This vulnerability cannot be separated from the character of the domestic employment relationship, which has historically been built on personal ties, trust, and informal



understandings between the employer and the worker. Such relationships mean that the boundaries of the parties' rights and obligations are not always clearly formulated or documented. In certain situations, domestic workers may face uncertain working hours, an excessive workload, and the absence of any certainty regarding rest periods, social security, or dispute-resolution mechanisms. The problem of domestic workers therefore concerns not only the existence of work in the domestic sector but also the legal standing of the worker and the effectiveness of the state in protecting a group of workers who occupy a structurally weaker position (Turatmiyah & Annalisa, 2013).

From the perspective of constitutional law, the protection of domestic workers is directly connected to the constitutional obligation of the state to guarantee the fulfilment of citizens' rights. Article 27(2) of the 1945 Constitution of the Republic of Indonesia affirms that every citizen has the right to work and to a livelihood worthy of humanity, while Article 28D(2) guarantees the right of every person to work and to receive fair and proper remuneration and treatment in an employment relationship. These constitutional guarantees demonstrate that the protection of workers is not confined to those in the formal sector but must also reach workers in the informal and domestic sectors, including domestic workers (Fajrianto, 2023).

In the framework of human rights, the obligation of the state is not limited to the duty to respect but also encompasses the duties to protect and to fulfil the rights of citizens (Alston & Goodman, 2013). In the context of domestic workers, these duties require the presence of the state through the formation of legal norms that provide recognition, certainty, and protective mechanisms capable of being implemented effectively. The regulation of the domestic employment relationship must therefore be understood not merely as a private matter between employer and worker but as part of the state's discharge of its constitutional responsibility to protect its citizens, particularly groups that structurally hold a weaker bargaining position.

The urgency of such protection is consistent with the development of international standards on decent work. International Labor Organization Convention No. 189 concerning Decent Work for Domestic Workers affirms recognition of the contribution of domestic workers and the importance of guaranteeing fundamental principles and rights at work for this group (ILO, 2011). Although Indonesia has not yet ratified the Convention, the principles of work that is decent, safe, and dignified remain relevant as a reference for assessing the direction of domestic-worker protection policy in Indonesia (Haryono et al., 2022; Rayandi & Fauzi, 2025).

Within national law, the formation of regulations on domestic workers followed a lengthy process. Efforts to establish specific regulation on the protection of domestic workers passed through various stages of deliberation, study, and debate before Law Number 2 of 2026 on the Protection of Domestic Workers was finally passed after approximately twenty-two years of legislative process. The Bill was approved in a plenary session of the House of Representatives (DPR) on 21 April 2026, and the Law was subsequently enacted and promulgated on 30 April 2026 (State Gazette of the Republic of Indonesia of 2026 No. 47, Supplement to the State Gazette No. 7174). The enactment of this Law marks an important development because it signals a change in the state's approach to the domestic employment relationship. Previously, the relationship between employer and domestic worker was generally informal and based largely on personal ties and trust, so that it often lay beyond the reach of adequate supervision and legal protection (Purnamasari, 2025).

Law Number 2 of 2026 introduces two mechanisms of recruitment: recruitment through a Domestic Worker Placement Company and direct recruitment by the employer. These mechanisms carry different characters of legal relationship. In recruitment through a

placement company, the relationship of the parties sits within a more formal regulatory framework because it involves an intermediary institution with defined functions and obligations. In direct recruitment, by contrast, the relationship between employer and worker gives room for the agreement to serve as the basis for regulating the employment relationship. Under Articles 6 and 7 of the Law, this difference is significant because it has implications for the form and degree of formality of the legal relationship between the domestic worker and the employer.

The regulation of the agreement in the employment relationship of directly recruited domestic workers constitutes an important legal problem. In contract law, agreement is the meeting of the wills of the parties and is one of the essential elements in the formation of a contract; the declaration of will may be express or tacit, and an express declaration may be made orally, in writing, or through particular signs (Az, 2019; Kansil et al., 2009). This principle shows that agreement occupies an important position in forming a legal relationship. However, the application of the principle of agreement in the relationship between a domestic worker and an employer requires more critical analysis, because the character of that relationship differs from a legal relationship between parties with a relatively balanced bargaining position (Amir, 2026).

The core problem arises when the agreement that forms the basis of the employment relationship may be concluded without any written form that clarifies the content of the relationship. Domestic employment relationships in Indonesia are still largely built on personal trust and oral agreements. This condition may create difficulty in determining with certainty the rights and obligations of the parties, particularly if a dispute arises. Uncertainty regarding the scope of work, working time, wages, rest periods, entitlement to social security, and dispute-resolution mechanisms can generate evidentiary problems when the employment relationship rests solely on an oral agreement. Employment data also indicate that the use of informal and unwritten work relationships remains a persistent feature of Indonesia's labor structure, while studies on the condition of domestic workers show that this group continues to face vulnerability owing to weak bargaining power and limited protective instruments (Pranoto, 2022).

From the perspective of legal certainty, this problem becomes increasingly important because a norm must do more than recognize a legal relationship; it must also provide clarity as to how rights and obligations can be known, exercised, and enforced. The use of the term "agreement" in Law Number 2 of 2026 can be understood as a form of flexibility that allows the employer and the domestic worker to adapt the employment relationship to their respective needs. Yet that flexibility can create problems if it is not accompanied by sufficiently clear regulation of the minimum substance of the agreement, the forms of proof, supervisory mechanisms, and the legal consequences of non-performance. This reveals a potential imbalance between the regulation of the Employment Contract and the regulation of the Agreement under the Law: the Employment Contract, as an instrument of legal relationship, has a more structured character because it can clarify the parties and the content of the relationship, whereas the Agreement, given room to operate more flexibly, may produce a different level of certainty, especially where it is not supported by adequate substantive and procedural rules. This matters because directly recruited domestic workers may be precisely the group most in need of legal protection while, at the same time, their employment relationship may proceed with a lower degree of formality.

A number of previous studies have addressed the legal protection of workers in the informal and domestic sectors. Flambonita (2019) examined legal protection for home-based workers with respect to a decent wage and highlighted the importance of recognizing such

workers as legal subjects who possess rights and obligations grounded in the state's constitutional commitment. Ainah (2024) analyzed legal protection for domestic workers placed through agencies and emphasized the importance of licensed placement institutions in supporting protection. Purnamasari (2025) highlighted the limitations of domestic-worker protection within the legal framework preceding Law Number 2 of 2026, particularly the weak effectiveness of supervision and the implementation of earlier regulation. Comparable concerns about recognition, decent work, and access to justice for domestic workers have also been raised in the broader literature (Pati, 2019; Prasetyo & Azizah, 2024; Pratama, 2023).

Although these studies make important contributions, several gaps remain. First, part of the earlier research was conducted before the enactment of Law Number 2 of 2026, so that its object of study still concerned a legal vacuum, prior regulation, or draft provisions not yet in force. Second, no study has specifically situated the regulation of the agreement under Law Number 2 of 2026 as a problem of legal certainty in the employment relationship of directly recruited domestic workers. Third, few studies have connected the certainty of that regulation with the constitutional obligation of the state to protect workers in the informal-domestic sector.

On this basis, the novelty of this study lies in analyzing Law Number 2 of 2026 as positive law already in force, taking the regulation of the agreement as its principal object. The study does not merely examine the existence of domestic workers' rights in normative terms; it analyses whether the regulation of the agreement provides adequate legal certainty, assessed across the normative, substantive, procedural, institutional, and implementation dimensions. This approach makes it possible to evaluate not only whether the state has regulated the domestic employment relationship, but also whether that regulation allows rights and obligations to be clearly known, effectively exercised, and enforceable in the event of a violation or dispute.

Accordingly, this study proceeds from the argument that a potential problem exists in the regulation of the domestic employment relationship under Law Number 2 of 2026, particularly the difference in the level of regulation between the Employment Contract and the Agreement. Regulation that grants broad room to the agreement in the employment relationship of directly recruited domestic workers must be tested from the standpoint of legal certainty, especially because domestic workers are a group with structural vulnerability. From the perspective of constitutional law, this problem also concerns the extent to which the state has discharged its constitutional obligation to provide equal legal protection to all citizens, including workers in the domestic and informal sectors.

The purpose of this study is therefore twofold: to analyze the regulation of the agreement under Law Number 2 of 2026 as part of the state's discharge of its constitutional obligation, and to assess the degree of legal certainty of that regulation in order to formulate the regulatory strengthening required so that the flexibility of the employment relationship does not itself generate uncertainty and diminish the effectiveness of protection. The study contributes theoretically by linking welfare state theory and legal certainty theory as a combined framework for assessing the quality of the state's presence, and practically by proposing a regulatory model for the design of implementing regulations and future informal-sector labor policy.

2. Literature Review

This section sets out the theories and core concepts that operate as the analytical framework of the study and situates the study within the existing literature. Only theories that are actually used in the analysis are presented, namely welfare state theory, legal certainty theory, and the theory of legal protection, together with the key legal concepts of the constitutional obligation of the state and the agreement in the domestic employment relationship (Aprita & Adhitya, 2020; Rahardjo, 1991).

2.1. Welfare State Theory

Welfare state theory provides the most fundamental philosophical basis of this study. The theory holds that the state does not merely function as a guardian of order (*Nachtwächterstaat*) but is actively responsible for realizing the welfare of all its citizens by balancing socio-economic inequality and guaranteeing a minimum standard of living and social security (Arief, 2020; Marilang, 2016; Putra, 2021; Sukmana, 2017). Marshall (1950) laid the foundation of this conception by dividing citizenship rights into civil, political, and social rights; it is the social rights that oblige the state to be actively present through policy and legislation, including in sectors that have long been regarded as private. Asshiddiqie (2010) reinforces this perspective in the Indonesian context by arguing that a state adhering to the welfare-state paradigm is required to play a broader and more active role as the scope of welfare it must reach continues to expand, including into the domestic sphere in which domestic workers operate and which has hitherto escaped the reach of formal labor law.

Friedmann (1971) identifies the functions of the welfare state as, among others, provider, regulator, entrepreneur, and umpire. This study draws in particular on the functions of regulator, protector, and provider to assess the presence of the state in the protection of domestic workers, that is, whether the state has formed protective norms, protected the rights of domestic workers, and provided mechanisms through which those rights can be realized.

2.2. Legal Certainty Theory

The formation of law rests on a principle directed toward realizing the clarity of regulation, namely legal certainty. Radbruch (1932) formulated three basic values in law: justice, which is philosophical in character; legal certainty, which is juridical; and expediency for society, which is sociological. In this study, legal certainty theory is used as an analytical instrument to assess the extent to which the state has provided legal certainty through Law Number 2 of 2026. As Mertokusumo (2007) explains, legal certainty contains three principal elements: a guarantee that the law is enforced, a guarantee that a party entitled under the law can obtain its rights, and a guarantee that a decision can be executed.

To operationalize legal certainty, this study constructs five parameters from the work of Otto and reinforces them with the internal morality of law developed by Fuller (1965), particularly the principles of clarity, consistency, and congruence between the rules as announced and their actual administration. These parameters, elaborated in the analysis, are the certainty of the norm, of the substance, of the procedure, of the institution, and of the implementation. This framework makes it possible to distinguish between the mere existence of a norm and the quality of that norm as a guarantee of certainty for legal subjects (Otto, 2012).

2.3. Legal Protection Theory

The theory of legal protection is used to assess the protective instruments made available by the state. Hadjon (1987) distinguishes between preventive legal protection, which is directed at giving legal subjects the opportunity to know the limits of permissible conduct before a violation occurs, and repressive legal protection, which is oriented toward the settlement of disputes after a violation has taken place. In the context of domestic workers, preventive protection is highly relevant because the employment relationship takes place in a private space and has a strongly personal character, so that clear *ex ante* standards can prevent disputes over wages, working time, the scope of work, leave, and social security. The theory is complemented by Friedman (1975), who explains that a legal system consists not only of legal substance but also of legal structure and legal culture, and by the distinction drawn by Pound (1910) between law in books and law in action, which underlines that the existence of a norm in text does not necessarily coincide with its operation in practice.

2.4. Constitutional Obligation and the Domestic Work Agreement

In constitutional law, a constitutional obligation is understood not merely as an operational task of government but as an imperative mandate contained in the 1945 Constitution. The Preamble mandates the formation of a state that protects the whole Indonesian nation and promotes the general welfare, so that the state is obliged to fulfil, safeguard, and protect the rights of all citizens with every means at its disposal (Fauzi et al., 2026). This obligation is elaborated through Articles 27(2), 28D(1) and (2), 28G(1), 28H(3), and 28I(4)-(5) of the Constitution and is philosophically grounded in the second and fifth principles of Pancasila. The state's tripartite human-rights duties in this field have likewise been examined in the Indonesian literature (Priyosantoso, 2022; Ramadhani et al., 2023; Rustam & Handoko, 2022).

The agreement, as a key concept in this study, is defined in Article 1(8) of Law Number 2 of 2026 as the meeting of the declarations of will between the employer and the directly recruited domestic worker concerning the rights and obligations of the parties. It is distinguished from the Employment Contract, which is the basis of the relationship for domestic workers placed through a placement company. Conceptually, the agreement remains situated within the framework of contract law and must satisfy the conditions for a valid contract under Article 1320 of the Civil Code, while the binding force of a contract is governed by Article 1338 of the Civil Code (Az, 2019).

2.5. Previous Research and the Position of This Study

Some previous studies (Ainah, 2024; Flambonita, 2019; Pati, 2019; Pratama, 2023; Purnamasari, 2025) share a common concern with the recognition and protection of domestic and informal-sector workers and with the weakness of pre-existing regulation. They differ from the present study in their object and timing: most examined the condition preceding Law Number 2 of 2026 or focused on placement through agencies, whereas this study analyses the newly enacted Law and takes the regulation of the agreement in direct recruitment as its specific object. The position of this study within the literature is thus to move the debate from the question of whether the state should recognize and protect domestic workers, which the Law has settled, to the question of the quality of that protection, assessed through the lens of legal certainty and the state's constitutional obligation. This connects the doctrinal analysis of contract and constitutional law with welfare state theory in a way that the existing literature has not yet undertaken.

3. Methods

This study employs normative juridical research (normative legal research), examining statutory regulations, principles, doctrines, and library materials related to the constitutional obligation of the state and the mechanism of the agreement under Law Number 2 of 2026 on the Protection of Domestic Workers (Soekanto & Mamudji, 1985). The normative approach is chosen because the research problem concerns the content, coherence, and certainty of legal norms rather than their empirical effects in the field, and because Law Number 2 of 2026 is recently enacted positive law whose provisions require doctrinal and constitutional evaluation.

Three approaches are combined. The statute approach is used to analyze the applicable legal provisions, principally Law Number 2 of 2026 together with the 1945 Constitution, the Civil Code, and related labor regulations. The conceptual approach is used to examine welfare state theory, legal certainty theory, and the theory of legal protection, and to construct the five parameters of legal certainty applied in the analysis. The historical approach is used to trace the development of the regulation and protection of domestic workers in Indonesia up to the enactment of the Law (Nugroho et al., 2020).

The legal materials consist of three types. Primary legal materials comprise the 1945 Constitution of the Republic of Indonesia, the Civil Code, statutory regulations relating to labor and domestic workers, and International Labor Organization Convention No. 189 of 2011. Secondary legal materials comprise books, scholarly journal articles, academic manuscripts, research findings, and other scholarly sources. Tertiary legal materials comprise legal dictionaries, the Indonesian dictionary, encyclopedias, and official government sources. Sources were selected on the basis of their relevance to the regulation of the agreement and the protection of domestic workers, their authority, and, for secondary materials, their currency and scholarly standing.

Legal materials were collected through documentary research (library research) carried out in three stages: identification of relevant materials, classification according to type and theme, and systematization into an analytical structure. The materials were then analyzed qualitatively and juridically through the description of norms, interpretation, evaluation of constitutionality, legal argumentation, and the construction of an ideal model, using grammatical, systematic, teleological, and constitutional interpretation (Soeprapto, 2007). The validity of the analysis is maintained by grounding each argument in identifiable legal sources and by consistently distinguishing between positive-law norms, doctrine, the interpretation of the authors, and policy recommendations.

To make the five parameters of legal certainty operational as a single analytic instrument, each parameter is assessed against an explicit criterion and is treated as satisfied only where that criterion is met and as not yet satisfied where it is not. Certainty of the norm is satisfied where the governing provision is formulated clearly and admits of a single legal meaning, and is not satisfied where its wording (for example, the use of “may”) leaves its legal consequence open to more than one interpretation. Certainty of the substance is satisfied where the norm fixes a measurable material standard, such as an objective wage benchmark, and is not satisfied where the content of a right is left wholly to the parties without any protective floor. Certainty of the procedure is satisfied where the law supplies an accessible and enforceable mechanism for proving the agreement and settling disputes, and is not satisfied where a recognized right lacks a corresponding evidentiary or enforcement mechanism. Certainty of the institution is satisfied where the authority and coordination of the responsible institutions are clearly allocated, and is not satisfied where their powers overlap or remain undefined. Certainty of the implementation is satisfied where the

implementing regulations required to operate the norm have been issued and can be applied, and is not satisfied where those regulations are still absent. These criteria are applied consistently to Law Number 2 of 2026 in Section 4.2.

4. Results and Discussion

4.1. Agreement Regulation Under Law Number 2 of 2026 as the Enactment of the State's Constitutional Obligation

The legal politics of domestic-worker protection cannot be separated from the empirical conditions faced by this group. According to data provided by the National Development Planning Agency (Bappenas), based on the 2025 National Labor Force Survey (Sakernas), 53.26% of domestic workers have no employment agreement, while only 3.74% have a written agreement. This condition is particularly significant for domestic workers who are recruited directly, for whom Article 12 of Law Number 2 of 2026 makes the written documentation of the Agreement optional rather than mandatory. The provision states that the parties “may” embody the Agreement in an Employment Contract and does not prescribe any minimum substantive elements that must be included in the Agreement. Without minimum standards concerning the content and documentation of the employment relationship, key aspects such as wages, social security, supervision, and dispute resolution lack an adequate evidentiary basis.

Consequently, the absence of a written and substantively standardized agreement may weaken the legal certainty and enforceability of domestic workers’ rights, particularly in the context of direct recruitment. These figures indicate that domestic work carries significant social and economic weight, yet this significance has not been matched by adequate legal protection. Because the work takes place in a domestic space that is difficult for labor inspection to reach, domestic workers are exposed to long working hours, low wages, exploitation, and violence; the National Commission on Violence Against Women recorded 1,135 cases of violence against domestic workers over the period 2001-2023 (Komnas Perempuan, 2024). This vulnerability is compounded by a gender construction that treats domestic work as women’s work and regards it as less than a profession (Turatmiyah & Annalisa, 2013).

From the standpoint of legal politics, these conditions reveal a gap between the need for protection and the law available to provide it. Legal politics is the official direction of state policy on the law that is to be enacted in order to achieve the goals of the state (Mahfud MD, 2009). Before Law Number 2 of 2026, the protection of domestic workers rested mainly on Minister of Manpower Regulation No. 2 of 2015, while Law No. 13 of 2003 on Manpower did not specifically address the characteristics of the domestic employment relationship (Wijayanti, 2009). The protection of domestic workers has a constitutional foundation in Articles 27(2) and 28D(2) of the 1945 Constitution, which guarantee the rights to work, to remuneration, and to fair and proper treatment in the employment relationship. The enactment of the Law, after a legislative process of some twenty-two years marked by the perception of domestic work as a private matter not requiring state intervention, therefore represents a correction of legal politics toward the recognition of the domestic employment relationship as a legal relationship requiring the presence of the state (Manan, 1996; Parvez et al., 2022).

That presence is expressed, first, through the recognition of the legal position of the Agreement. Article 1(5) of the Law defines the employment relationship as the socio-cultural and economic relationship between the domestic worker and the employer based on an

Agreement or an Employment Contract, while Article 1(8) defines the Agreement as the meeting of the declarations of will between the employer and the directly recruited domestic worker concerning the rights and obligations of the parties. Article 6(2) provides that direct recruitment is based on the Agreement, whereas indirect recruitment is conducted through a placement company on the basis of an Employment Contract; Article 11(1) affirms that the relationship may rest on either instrument; and Article 12 allows the parties in direct recruitment to embody the Agreement in the form of an Employment Contract. This differentiation is a deliberate policy choice reflecting the personal character of direct recruitment. It does not, however, place the relationship outside the principles of contract law: Article 13 of the Law requires capacity of the parties, a binding agreement, the work agreed upon, and work that does not contravene statutory regulations, so that the Agreement remains bound by the conditions for a valid contract under Article 1320 and the binding force of contract under Article 1338 of the Civil Code (Az, 2019).

The legal position of the Agreement is significant because a number of the domestic worker's rights are tied directly to it. Wages, religious holiday allowances, leave, working time, and other aspects of the relationship use the Agreement or the Employment Contract as their regulatory basis. Juridically, therefore, the Agreement is not merely a social understanding but a legal instrument that determines the content of the employment relationship. This construction shows the state applying an approach of contractual autonomy within statutory protection: it grants the parties room to shape their relationship while fixing a boundary of protection that may not be crossed. The approach is important because the relationship between a domestic worker and an employer is not always one of balanced bargaining power, and the International Labor Organization places domestic workers among the groups with particular vulnerability owing to their work within the private space of the household (ILO, 2011).

Second, the state's presence is expressed through the setting of minimum rights as a regulatory floor. Article 15 grants the domestic worker the right to practice religion, to humane working time, to rest and leave, to wages, to a religious holiday allowance, to health and employment social security, to social assistance, to healthy food, to proper accommodation for live-in workers, to a safe and healthy working environment, and to other rights in accordance with the Agreement or Employment Contract. Freedom of contract in the domestic employment relationship is therefore not absolute: the Agreement may govern aspects of the relationship only in so far as it does not contravene the minimum rights established by the state. The construction is visible in the regulation of wages, where Article 15(2) provides that wages and the holiday allowance are given in the amount and at the time agreed or contracted, while Article 15(3) delegates the further regulation of the amount and timing of wage payment to a Government Regulation; a comparable delegation applies to social security contributions under Article 16.

The Law also constructs a reciprocal set of rights and obligations. The domestic worker is obliged, among other things, to provide truthful information about identity, skills, and health, to comply with the Agreement or Employment Contract, and to perform the work correctly and safely, while the employer is obliged to pay wages and the holiday allowance, to fulfil the worker's rights, to provide rest and leave, to provide a safe and healthy working environment, and to report the presence of the domestic worker to the neighborhood administration. The Agreement thus operates reciprocally, serving both as the basis on which the domestic worker may claim the fulfilment of rights and as the basis on which the employer may demand the performance of obligations, so that the domestic worker is treated not merely as an object of protection but as a legal subject bearing rights and duties.

Third, the state's presence is expressed through the construction of institutions, guidance, and supervision. A norm is effective only where institutions exist that can implement, supervise, and enforce it; the legal system comprises not only substance but also structure and culture (Friedman, 1975). Article 30 provides that guidance and supervision are carried out by the ministry responsible for manpower affairs and the provincial and district or municipal offices responsible for manpower, in coordination with related agencies. Guidance under Article 30(4) includes integrated electronic data collection and reporting, the involvement of government apparatus, socialization and policy evaluation, the licensing and evaluation of placement companies, and the empowerment of the neighborhood administration to prevent violence. Because domestic work takes place in a private space, supervision must balance the state's interest in protecting the worker against the right to privacy guaranteed by Article 28G(1) of the Constitution; the Law therefore combines electronic data collection, reporting, and community involvement rather than relying on routine direct inspection, an approach whose principal challenge is to keep the involvement of the neighborhood administration proportionate and within defined limits.

Fourth, the state provides a tiered mechanism for dispute settlement. Article 31 places deliberation for consensus as the first stage, an approach suited to the personal character of the domestic employment relationship and consistent with the requirement that a legal system supply rules that are intelligible, consistent, and knowable in advance (Fuller, 1965). Where deliberation fails, Article 32(1) provides for mediation by the head of the neighborhood administration at the place of work. This community-based approach offers proximity, low cost, and simplicity, but it raises a question of capacity and authority because the neighborhood administration is a community institution assisting the delivery of governance, not an adjudicatory body (Permendagri No. 18 of 2018); its mediation is therefore better understood as facilitation than as adjudication. Where the dispute involves the employer, the worker, and/or a placement company, Article 32(2) provides for settlement by a mediator at the manpower agency within seven days of the complaint, and Article 32(4) empowers the mediator to issue a decision that, in wage disputes between employer and worker, is final and binding. The final and binding character of that decision nonetheless does not automatically carry coercive force in practice, which points again to the need for implementing regulation on follow-up and execution.

These delegations reveal that the Law has built a normative framework while leaving important technical aspects to be elaborated. Article 15(3) delegates the amount and timing of wage payment, Article 16 the social security contributions, and Article 30(5) the guidance and supervision, each to a Government Regulation. Delegation of this kind is a legitimate legislative technique, but it may not alter or extend the substance fixed by the Law. Where the delegated norm bears directly on the rights of domestic workers, its absence creates a potential gap between law in books and law in action (Pound, 1910), and, in Fuller's terms, a distance between the rules as announced and their actual administration that undermines the internal morality of law (Fuller, 1965; Yusuf, 2022). The need for implementing regulation is therefore not merely administrative; it is part of the instrument that guarantees that rights fixed by the Law can be realized in concrete terms.

Taken as a whole, Law Number 2 of 2026 constructs a system of protection through four layers: a relational layer, through the recognition of the Agreement and the Employment Contract as bases of the employment relationship; a substantive layer, through the setting of minimum rights and employer obligations; an institutional layer, through guidance and supervision by central and regional government and the involvement of the neighborhood administration; and a dispute-settlement layer, through deliberation, community mediation,

and mediation by the manpower agency. The state has thus moved from merely acknowledging the existence of domestic workers toward building a more comprehensive protective system. Points requiring strengthening remain, however, in the documentation and standardization of the Agreement, the limits of the neighborhood administration's authority, the execution of the mediator's decision, a supervisory model that respects privacy, and the issuance of implementing regulation. The asymmetry between the regulation of the Employment Contract and that of the Agreement which this raise is examined in detail in Section 4.2.

4.2. Legal Certainty of the Agreement Regulation Assessed Against the State's Constitutional Obligation

Having assessed the presence of the state through its functions as regulator, protector, and provider, the analysis now tests the quality of that presence through the theory of legal certainty. Legal certainty concerns not only the existence of written norms but also their quality: norms must be clear, consistent, capable of implementation, and able to protect legal subjects. To assess that quality, this study uses five parameters constructed from the thought of Otto and reinforced by Fuller's internal morality of law, namely the certainty of the norm, of the substance, of the procedure, of the institution, and of the implementation (Fuller, 1965; Otto, 2012).

On the certainty of the norm, Article 12, which uses the word "may" in providing for the documentation of the Agreement, generates ambiguity as to whether documentation is an obligation or a choice of the parties. Legal certainty requires that a norm be formulated clearly and without double interpretation. The problem here is one of normative uncertainty rather than a legal vacuum, because the norm exists but its wording does not settle its legal consequence. This vagueness may disadvantage the domestic worker, because an oral agreement without documentation renders proof difficult when a dispute arises. The certainty of the norm is therefore not yet satisfied.

On the certainty of the substance, Article 15(1)(e) guarantees the domestic worker's right to wages but does not set a measurable minimum standard, because the amount is left to the Agreement or Employment Contract and no objective benchmark such as a minimum wage or a decent-living need is provided. As a result, the right to wages is difficult to measure and enforce if the employer sets a very low amount, and the guarantee that a party entitled under the law can obtain its rights, as required by Mertokusumo (2007), is not fully realized. The substance of the right exists, but the standard that would make it operational has been deferred to implementing regulation.

On the certainty of the procedure, the mechanism for proving an oral agreement is not adequately regulated. An oral agreement is valid so long as it satisfies Article 1320 of the Civil Code, but validity does not remove the evidentiary problem when a dispute occurs: a domestic worker without written documentation depends more heavily on witness testimony or indirect evidence, while the burden of proof must still be met under the civil procedural law. The problem is compounded because the result of a mediation that is not embodied in a deed of settlement ratified by a court does not carry the same executorial force as such a deed (Susetyo, 2009). There is thus a gap between the substantive recognition of a right and the availability of a procedure through which the right can be effectively enforced, so that Fuller's principle of congruence and Hadjon's repressive protection are not yet fully met.

On the certainty of the institution, the Law involves the Ministry of Manpower, the manpower offices, regional government, and the neighborhood administration in supervision and dispute settlement, but it does not clearly regulate the division of authority and the pattern of coordination among them. This matters because the neighborhood administration is a community institution assisting the delivery of governance at the village or sub-district level,

not a state official vested with public authority; although Article 32 assigns a mediating function to it, the relationship of that function to the manpower office and the legal force of its mediation are not adequately explained. The result is a potential overlap or vacuum of authority that can obstruct both the settlement of disputes and the execution of their outcomes.

On the certainty of the implementation, a number of provisions still require implementing regulation. The fact that the Government Regulation has not yet been issued does not by itself demonstrate a legal vacuum, because the principal norms exist; the problem lies in the sub-optimal implementation caused by the absence of technical rules. The delay may impede the application of provisions on wage standards, evidentiary mechanisms, and protective procedures, revealing, in Fuller's terms, a distance between law in books and law in action, so that the certainty of implementation is not yet attained.

Across these five parameters, the regulation of the agreement and of dispute settlement under Law Number 2 of 2026 does not yet provide adequate legal certainty. The problem lies not in the existence of the norm but in its quality, which is not yet fully clear, measurable, operational, and enforceable. This finding exposes the close relationship between welfare state theory and legal certainty theory: welfare state theory answers whether the state is present, while legal certainty theory assesses whether that presence is of adequate quality. Friedmann (1971) places the welfare state, among other roles, as provider, regulator, and umpire; in the context of domestic workers, the state has performed the functions of regulator, protector, and provider, but its presence is not yet fully of quality because the norms it has formed do not yet furnish adequate legal certainty. The presence of the state can thus be understood in two dimensions: a quantitative dimension, being the existence of regulation, and a qualitative dimension, being legal certainty. A state that is present in normative terms but produces uncertain regulation cannot be said to have wholly discharged its constitutional obligation under Articles 27(2) and 28H(3) of the Constitution.

On the basis of these findings, the strengthening of the regulation of the Agreement should be directed at several interrelated reforms. The word "may" in Article 12 should be clarified into an obligation to document the Agreement, in a simple written form containing at least the identity of the parties, their rights and obligations, wages, working time, and rest periods, so as to remove ambiguity as to the legal status of the Agreement. The government should set a minimum wage standard or an objective parameter as a protective floor, so that the domestic worker's right does not depend entirely on the bargaining position of the parties. Implementing regulation should govern the mechanism for proving the Agreement, including the forms of documentation usable in dispute settlement, and should clarify the division of authority among the Ministry of Manpower, the manpower offices, regional government, and the neighborhood administration. The implementing regulation should also be issued promptly so that the norms already fixed can be applied effectively.

On the basis of these recommendations, this study proposes a model of regulated autonomy, under which the domestic worker and the employer are free to determine the technical aspects of the employment relationship while remaining bound by the minimum standards the state must guarantee. The parties may agree on working hours, additional tasks, and particular facilities according to their needs, but they may not derogate from the minimum standards concerning wages, rest periods, social security, and other basic rights. The model reconciles the personal and informal flexibility of domestic work with the demand for legal certainty, so that the specific character of the domestic employment relationship is preserved without informality becoming a reason to diminish legal protection.

The novelty of this study lies in identifying the asymmetry between the Employment Contract and the Agreement as a legal gap that produces a protection paradox: the directly recruited domestic worker, as the relatively more vulnerable group, is confronted with the weaker regulation, because the Agreement has no equivalent minimum standard and Article 12 uses the word “may” for its documentation. This finding shows that the mechanism of the Agreement is not merely an instrument of the employment relationship but an indicator of the quality of the state’s presence in protecting a vulnerable group of workers.

The principal thesis of this study is therefore that legal certainty is the measure of the quality of the state’s discharge of its constitutional obligation within the welfare state. The presence of the state without legal certainty yields weak protection, while legal certainty without the presence of the state lacks the instruments through which it can be realized. The regulated autonomy model offered here is an attempt to reconcile the two dimensions by granting room to the freedom of the parties while ensuring a minimum floor of protection that the state is obliged to guarantee. This construction is relevant not only to the regulation of domestic workers but also, potentially, as a normative approach for other informal-sector work characterized by personal, flexible relationships that are vulnerable to imbalances of bargaining power (Arpangi & Sanni, 2025; Hamid et al., 2022).

5. Conclusion

The regulation of the agreement under Law Number 2 of 2026 demonstrates the discharge of the state’s constitutional obligation, particularly in recognizing domestic workers and providing them with basic protection, but that discharge is not yet complete. In answer to the first research problem, the Law brings the state into the domestic employment relationship as regulator, protector, and provider by recognizing the Agreement as a basis of the relationship, fixing minimum rights, and providing supervision and tiered dispute settlement. In answer to the second research problem, however, that presence does not yet furnish adequate legal certainty: the asymmetry between the regulation of the Employment Contract and the Agreement, the permissive wording of Article 12, the absence of a measurable minimum wage standard, the unclear mechanism for proving the agreement, and the indistinct division of institutional authority together leave the legal certainty of domestic workers insufficient, a condition aggravated by the fact that the implementing regulation required to operationalize the Law has not yet been issued.

Theoretically, the study contributes by demonstrating that legal certainty operates as the measure of the quality of the state’s discharge of its constitutional obligation within the welfare state, thereby linking welfare state theory and legal certainty theory into a single evaluative framework. Theoretically, the study contributes by demonstrating that legal certainty operates as a measure of the quality of the state’s fulfilment of its constitutional obligation within the welfare state. The study further identifies the regulatory asymmetry between the Agreement and the Employment Contract as a central legal gap affecting the protection of directly recruited domestic workers. Practically, the study recommends that the government and the legislature reduce that asymmetry by prescribing a minimum mandatory content for the Agreement, converting its documentation from an option into an obligation in simple written form, and promptly issuing a Government Regulation on the minimum wage standard, the mechanism for proving the agreement, privacy-respecting supervision, the division of authority among institutions, and the binding force of mediation outcomes. The regulated autonomy model proposed here offers a design that preserves the flexibility of the domestic employment relationship while guaranteeing a minimum floor of protection, and its

implication extends to the design of protection for other informal-sector work with comparable characteristics.

This study is limited to a normative juridical analysis of Law Number 2 of 2026 and its related instruments; it does not include empirical fieldwork, and it was conducted before the issuance of the implementing regulations, so that its assessment of implementation is necessarily prospective. Future research is therefore encouraged to undertake socio-legal or empirical study of the Law's application once the implementing regulations are in force, and to pursue comparative study with jurisdictions that have ratified International Labor Organization Convention No. 189, in order to test and refine the regulated autonomy model proposed here.

5.1. Conflict of Interest Statement

The authors declare that they have no financial or personal interests that could be construed as competing interests in connection with this article.

5.2. Author Contributions

H.Y.A.: Conceptualization, Methodology, Investigation, Formal Analysis, Writing – Original Draft, Project Administration.

H.A.M.: Supervision, Validation, Methodology, Writing – Review & Editing.

M.C.: Supervision, Resources, Validation, Writing – Review & Editing.

5.3. Funding Statement

No grant or financial support from any public, private, or non-profit funding body was received for this research.

5.4. Informed Consent

Not applicable. The study is a normative juridical analysis based entirely on legal materials and does not involve human participants.

5.5. Ethical Approval

Not applicable. The research examines statutory provisions, doctrine, and secondary legal sources; it involves no human or animal subjects, no fieldwork, and no primary data collection requiring ethical clearance.

5.6. Data Availability

All legal materials analyzed in this article are publicly accessible. Primary legal materials comprise the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law Number 2 of 2026 on the Protection of Domestic Workers (State Gazette of 2026 No. 47, Supplement to the State Gazette No. 7174), related labor regulations, and ILO Convention No. 189 of 2011. Secondary and tertiary materials are listed in full in the reference list. Any additional notes on the systematization of the materials may be requested from the corresponding author [H.Y.A.].

5.7. Declaration of Generative AI and AI-assisted Technologies

During the preparation of this manuscript, the authors utilized Claude (Anthropic) for language editing and coherence improvement. All outputs produced with the assistance of the tool were critically reviewed and revised by the authors to ensure factual and doctrinal accuracy, clarity of expression, and conformity with academic standards. The authors assume full responsibility for the integrity and content of this manuscript.

6. References

- Ainah, N. (2024). *Perlindungan Hukum terhadap Pekerja Rumah Tangga yang Bekerja melalui Lembaga Penyalur Pekerja Rumah Tangga*. Universitas Lambung Mangkurat.
- Alston, P., & Goodman, R. (2013). *International Human Rights*. OUP Oxford.
- Amir, S. S. (2026). Asas Kebebasan Berkontrak sebagai Peluang Melemahnya Perlindungan Hukum bagi Pekerja Gig Economy. *Judge: Jurnal Hukum*, 6(7), 2223–2233. <https://doi.org/10.54209/judge.v6i07.2154>
- Aprita, S., & Adhitya, R. (2020). *Filsafat Hukum*. RajaGrafindo Persada.
- Arief, S. A. (2020). Decompose Dual Nationality (Dual Citizenship) In Indonesia In Human Rights Perspective and Welfare State. *SASI*, 26(4), 527–539. <https://doi.org/10.47268/sasi.v26i4.269>
- Arpangi, A., & Sanni, T. (2025). The State's Injustice: Failing to Protect Fixed-Term Workers' Rights. *Journal of Human Rights, Culture and Legal System*, 5(1), 158–186. <https://doi.org/10.53955/jhcls.v5i1.531>
- Asshiddiqie, J. (2010). *Konstitusi Ekonomi*. Penerbit Buku Kompas.
- Az, L. S. (2019). *Aspek Hukum Perjanjian: Kajian Komprehensif Teori dan Perkembangannya*. Penebar Media Pustaka.
- Fajrianto, F. (2023). Perlindungan Hukum Terhadap Pekerja Rumah Tangga Dalam Perspektif Hak Konstitusional Dan Hambatan Penerapannya di Indonesia. *Jurnal Al Azhar Indonesia Seri Ilmu Sosial*, 4(3), 151–157. <https://doi.org/10.36722/jaiss.v4i3.2347>
- Fauzi, M., Shelilazoish, S., Simamora, Y., & Fitria, M. S. (2026). Kewajiban Negara terhadap Implementasi Perjanjian HAM Internasional dalam Perspektif Hukum Internasional Publik. *Jurnal Sains Student Research*, 4(1), 672–682. <https://doi.org/https://doi.org/10.61722/jssr.v4i1.8426>
- Flambonita, S. (2019). *Perlindungan Hukum Bagi Home Based Worker Atas Upah Yang Layak Sebagai Perwujudan Keadilan Sosial*. Universitas Brawijaya. <https://repository.ub.ac.id/id/eprint/189788/>
- Friedman, L. M. (1975). *The Legal System: A Social Science Perspective*. Russell Sage Foundation.
- Friedmann, W. (1971). *The State and the Rule of Law in a Mixed Economy*. Stevens.
- Fuller, L. L. (1965). *The Morality of Law*. Yale University Press.
- Hadjon, P. M. (1987). *Perlindungan hukum bagi masyarakat Indonesia*. PT Bina Ilmu.
- Hamid, A., Aldila, M. R., & Intan, A. M. (2022). The urgency of labor law for informal sector workers in the welfare state concept: An evidence in Indonesia. *International Journal of Research in Business and Social Science* (2147- 4478), 11(6), 528–541. <https://doi.org/10.20525/ijrbs.v11i6.2036>
- Haryono, O., Kurniawan, J., Azer, B., & Novitasari, M. I. (2022). *Kajian Kebijakan Ratifikasi Konvensi International Labour Organization (ILO) No. 189 tentang Pekerjaan yang Layak bagi Pekerja Rumah Tangga*. Komnas HAM.
- ILO. (2011). *Domestic Workers Convention*. International Labour Organization. https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID%2CP12100_LANG_CODE:2551460%2Cen
- Kansil, C. S. ., Palandeng, E. R., & Mamahit, G. N. (2009). *Kamus Istilah Aneka Hukum*. Jala Permata Aksara.
- Komnas Perempuan. (2024). *CATAHU 2023: Peluang Penguatan Sistem Penyikapan di Tengah Peningkatan Kompleksitas Kekerasan terhadap Perempuan*. Komisi Nasional Anti Kekerasan terhadap Perempuan. <https://komnasperempuan.go.id/catatan-tahunan-detail/catahu-2023-peluang-penguatan-sistem-penyikapan-di-tengah-peningkatan-kompleksitas-kekerasan-terhadap-perempuan>

- Mahfud MD, M. (2009). *Politik hukum di Indonesia*. Rajawali Pers.
- Manan, B. (1996). *Politik Perundang-Undangan Dalam Rangka Mengantisipasi Liberalisasi Perekonomian*. FH-UNILA.
- Marilang, M. (2016). Ideologi Welfare State Konstitusi: Hak Menguasai Negara Atas Barang Tambang. *Jurnal Konstitusi*, 9(2), 259–286. <https://doi.org/10.31078/jk922>
- Marshall, T. H. (1950). *Citizenship and Social Class: And Other Essays*. University Press.
- Mertokusumo, S. (2007). *Mengenai hukum: Suatu pengantar*. Universitas Atma Jaya.
- Nugroho, S. S., Haryani, A. T., & Farkhani. (2020). *Metodologi Riset Hukum*. Oase Group.
- Otto, J. M. (2012). Kepastian Hukum yang Nyata di Negara Berkembang. In *Kajian Socio-Legal* (pp. 115–156). Pustaka Larasan. <https://hdl.handle.net/1887/20633>
- Parvez, A., Superani, A. V., & Juaningsih, I. N. (2022). Rekonstruksi RUU PPRT Sebagai Upaya Perlindungan Hukum Dalam Penanggulangan Kekerasan Terhadap PRT Perempuan dan Anak. *Ikatan Penulis Mahasiswa Hukum Indonesia Law Journal*, 2(2), 232–250. <https://doi.org/10.15294/ipmhi.v2i2.54782>
- Pati, S. (2019). Legal Protection for Domestic Workers: The Experience of Indonesia. *Hasanuddin Law Review*, 5(3), 311–320. <https://doi.org/10.20956/halrev.v5i3.2218>
- Pranoto, B. I. (2022). Perlindungan Hukum Bagi Pekerja Rumah Tangga di Indonesia. *Jurnal Lex Renaissance*, 7(4), 745–762. <https://doi.org/10.20885/jlr.vol7.iss4.art5>
- Prasetyo, K. C., & Azizah, F. (2024). Mewujudkan Decent Work: Menyorot Perlindungan Sosial untuk Pekerja Rumah Tangga di Indonesia dengan Praktik Baik dari Brasil dan Italia. *Jurnal Jamsostek*, 2(2), 141–162. <https://doi.org/10.61626/jamsostek.v2i2.60>
- Pratama, C. H. Y. (2023). Akses Keadilan Bagi Pekerja Rumah Tangga: Menelaah Perlindungan Hukum Pekerja Rumah Tangga Dalam Pengaturan Formal Dan Informal. *UNES Law Review*, 6(1), 3705–3717. <https://doi.org/10.31933/unesrev.v6i1.1168>
- Priyosantoso, R. (2022). Hak Asasi Manusia di Indonesia : Tinjauan Politik Hukum Era Reformasi. *Jurnal Ilmu Kepolisian*, 15(3), 196–205. <https://doi.org/10.35879/jik.v15i3.341>
- Purnamasari, D. (2025). *Perlindungan Hukum Bagi Pekerja Rumah Tangga Berdasarkan Undang-Undang No. 13 Tahun 2003 Tentang Ketenagakerjaan*. Universitas Jayabaya.
- Putra, M. D. (2021). Negara Kesejahteraan (Welfare State) dalam Perspektif Pancasila. *Likhitaprajna Jurnal Ilmiah*, 23(2), 139–151. <https://doi.org/10.37303/likhitaprajna.v23i2.199>
- Radbruch, G. (1932). *Rechtsphilosophie*. Quelle & Meyer.
- Rahardjo, S. (1991). *Ilmu hukum*. Citra Aditya Bakti.
- Ramadhani, A. H., Kirana, R. D., & Putri, S. A. (2023). Hak Asasi Manusia Berdasar Pancasila. *Indigenous Knowledge*, 2(6), 431–439. <https://jurnal.uns.ac.id/indigenous/article/view/80983>
- Rayandi, N. A., & Fauzi, N. P. (2025). Penguatan Perlindungan Hak Pekerja Rumah Tangga: Urgensi Ratifikasi Konvensi ILO 189 dan Dampaknya Terhadap RUU PPRT Indonesia. *Jurnal Hukum Lex Generalis*, 6(5), 1–23. <https://doi.org/10.56370/jhlg.v6i5.667>
- Rustam, M. H., & Handoko, D. (2022). Tinjauan Hak Asasi Manusia terkait Hak Atas Perlakuan yang Adil dan Layak dalam Hubungan Kerja. *Syntax Literate ; Jurnal Ilmiah Indonesia*, 7(12), 18834–19071. <https://doi.org/10.36418/syntax-literate.v7i12.10980>
- Soekanto, S., & Mamudji, S. (1985). *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Rajawali Press.
- Soeprapto, M. F. I. (2007). *Ilmu Perundang-Undangan 1: Jenis, Fungsi, dan Materi Muatan*. PT Kanisius.
- Sukmana, O. (2017). Konsep dan Desain Negara Kesejahteraan (Welfare State). *Jurnal Sosial Politik*, 2(1), 103–122. <https://doi.org/10.22219/sospol.v2i1.4759>
- Susetyo, A. (2009). *Kekuatan Hukum Akta Perdamaian Hasil Mediasi Menurut PERMA No.*

1 Tahun 2008. Universitas Airlangga.

- Turatmiah, S., & Annalisa, Y. (2013). Pengakuan hak-hak perempuan sebagai pekerja rumah tangga (domestic workers) sebagai bentuk perlindungan hukum menurut hukum positif Indonesia. *Jurnal Dinamika Hukum*, 13(1), 49–58. <https://doi.org/10.20884/1.jdh.2013.13.1.155>
- Wijayanti, A. (2009). *Hukum Ketenagakerjaan Pasca Reformasi*. Sinar Grafika.
- Yuliasuti, A. (2017). Profil Pekerja Rumah Tangga (PRT) di Indonesia dan Strategi Perlindungannya. *Jurnal Ketenagakerjaan*, 12(2), 108–125. <https://journals.kemnaker.go.id/index.php/naker/article/view/14>
- Yusuf, M. (2022). Keberlakuan Peraturan Dalam Undang-Undang Yang Tidak Kunjung Diterbitkan Peraturan Pemerintah Sebagai Peraturan Pelaksanaannya. *Jurnal Restorasi Hukum*, 5(1), 67–86. <https://doi.org/10.14421/jrh.v5i1.2380>