

Legal Protection for Lecturers in Running Their Professions as Educators in Higher Education

Rika Santina¹, Suparno², Riswadi³

{Rika.santinamh@gmail.com¹, suparno@borobudur.ac.id², riswadi@borobudur.ac.id³}

Universitas Borobudur, Indonesia

Abstract. Instructors as experts are learning specialists who are liable for completing the undertaking of overseeing collaborations with understudies, individual understudies, and understudies with other learning assets. In completing their obligations, teachers should comprehend understudies, plan and carry out the educational experience, survey learning results, and direct direction and preparing. The privileges and commitments of a teacher are represented by Regulation no. 20 of 2003 and Regulation no. 14 of 2005. For the most part, the position, status, and capability of teachers as instructors are experts who are entrusted with arranging and executing the growing experience, evaluating learning results, leading direction and preparing, as well as leading examination and local area administration, particularly for teachers in advanced education. Instructor status is set to equal or equivalent status by the employment agreement concluded by both parties. Legal protection given to lecturers can be seen in 2 (two) ways, namely: First, Preventive through an agreement made before the lecturer works at the university; and Second, Repressive through the Industrial Relations Court (PHI). Meanwhile, for lecturers to have an equal position sociologically, it is by forming a labor union. Where trade unions/workers have many benefits and objectives, even the existence of the trade unions/workers is protected by laws and regulations, preventing workers/employees from forming a trade/labor union is an employment crime.

Keywords: lecturer position; legal protection

1 Introduction

Indonesia is an emerging nation that is right now attempting to further develop improvement in all fields, one of which is financial turn of events and training. The extension of the modern framework in further developing the economy is essential for the public advancement did in light of Pancasila and the 1945 Constitution of the Republic of Indonesia. The goal of this modern framework is none to work on the nature of the labor force and increment insurance for laborers and their families, as well as increment laborers' government assistance and their families' human poise while speeding up the speed of Indonesia's financial development.

Slow monetary development has influenced individuals' lives since joblessness is expanding, the poor are developing, and open positions are getting smaller. In the interim, then again, the quantity of occupation searchers is expanding. In this way, HR in Indonesia are just predominant in amount without being upheld by greatness in quality.[1] One of the elements behind the sluggish monetary development is the low level and nature of one's schooling.

Education is one of the most important elements for the survival of human life to develop their potential through the learning process or other methods that are recognized or known to the public. Because education is significant for humans, education always gets special attention in every country, including Indonesia. In Indonesia, the issue of education receives special attention as it is stipulated in its constitution. Based on Article 31 of the 1945 Constitution of the Republic of Indonesia (UUD 1945) states:

"First, every citizen has the right to education. Second, every citizen is obliged to attend basic education, and the government is obliged to pay for it. Third, the government seeks and organizes a national education system, which increases faith and piety, and noble character in the context of the intellectual life of the nation, which is regulated by law. Fourth, the State prioritizes the education budget at least 20% of the state revenue and expenditure budget as well as from the regional revenue and expenditure budget to meet the needs of the national education administration. Fifth, the Government advances science and technology by supporting high values religious values and national unity for the advancement of civilization and the welfare of mankind."

Concerning training, these standards will in a general sense affect the substance, cycles, and the board of the schooling system. Likewise, science and innovation are growing quickly and bringing about new requests in all parts of life, including the schooling system. These requests concern the restoration of the schooling system, including educational program recharging, planning of educator capability guidelines under the requests of expert execution of obligations, and arrangement of training subsidizing principles for each instructive unit as per the standards of value and equity, in light of this in Indonesia, changes have been made in the school system with the sanctioning of Regulation No. 20 of 2003 concerning the Public School System (Regulation No. 20 of 2003), as the spirit in the improvement of schooling. Moreover, the sanction of Regulation no. 20 of 2003 likewise welcomes outcomes or execution on training, including for private speakers.

The strength and soul of furnishing training have likewise expanded with the establishment of Regulation Number 14 of 2005 concerning Instructors and Teachers (Regulation No. 14 of 2005) as a legitimate umbrella for private teachers with practically no unique treatment among public and private lecturers.[2] Albeit in certain parts it is still fiercely examined and turns into an exceptionally thrilling discussion, this Regulation manages exhaustively viewpoints that poor person been directed exhaustively up until this point. The human characteristics required by the Indonesian nation in the future are the people who can confront progressively furious contest with different countries on the planet. The nature of Indonesian individuals is delivered through the execution of value schooling. Subsequently, instructors have extremely essential capabilities, jobs, and positions [3].

Courses of action for teachers as experts in Regulation no. 14 of 2005, as far as arrangements and situations as well as far as pay arrangement, as indicated by Article 53 sections (2) and (3) it has been directed, where for compensations of speakers delegated by the public authority or nearby state run administrations are given pay rates by the regulations and guidelines. greeting, while instructors who are designated by advanced education units coordinated by the local area are given a compensation in light of a work understanding or aggregate work arrangement. Besides, Article 75 section (1) of Regulation no. 14 of 2005 has underscored to the public authority, nearby states, networks, proficient associations, as well as advanced education units are obliged to safeguard speakers in doing their obligations.

Despite the fact that the course of action of speakers as experts is self-evident and firm as in Regulation no. 20 of 2003 and Regulation no. 14 of 2005 on the off chance that you focus on the arrangements in regards to the methodology for the arrangement, position, and

compensation for teachers who are named by instructive units coordinated by the local area (confidential speakers) it is completed in view of a work understanding or aggregate work understanding. It shows that the functioning connection among teachers and the getting sorted out body or training unit is a common working relationship without honors as expressed in Article 1 section (15) of Regulation Number 13 of 2003 concerning Manpower,[4] specifically the connection among bosses and laborers/laborers in view of a work understanding, which has components of work, wages, and orders. Considering the arrangements in HR, it is actually the case that "confidential teachers" who are selected in light of work arrangements or aggregate work arrangements are objects that fall inside the extent of business in light of the fact that the main regulation that manages labor supply is Regulation no. 13 of 2003. Notwithstanding, whether it is fitting for private instructors as experts who have an exceptional errand to understand the objectives of public training to absorb with public specialists/workers who have the undertaking of delivering labor and products is extremely befuddling.

2 Methodology

The kind of exploration led in this paper is exact standardizing juridical examination, in particular by breaking down the issue through an investigation of legitimate standards contained in the regulations and guidelines in Indonesia and seeing the truth that occurs.[5] The examination is clear in nature that means to depict, stock, and dissect hypotheses and guidelines as well as cases that have been chosen by passes judgment on connected with the issues in this examination, so the lawful exploration technique utilized in the planning of this exploration is completed with a subjective methodology.

3 Result and Discussion

3.1 The Position of Lecturers as Professionals in the Higher Education System in Indonesia

In view of the Law of the Republic of Indonesia Regulation number 14 of 2005 concerning Instructors and Speakers and Unofficial law of the Republic of Indonesia Number 37 of 2009 in regards to Teachers, we reason that Instructors are proficient instructors and researchers with the fundamental assignment of changing, creating, and spreading information, innovation, and craftsmanship through training, exploration, and local area administration.

Schooling is a common freedom of each and every Indonesian resident, and for that, each Indonesian resident has the option to get quality instruction as indicated by his inclinations and gifts paying little heed to societal position, monetary status, nationality, religion, and orientation. Fair access and further developed schooling quality will make Indonesian residents' fundamental abilities to energize the foundation of whole human turn of events and common and present day culture permeated with Pancasila values, as commanded in Regulation no. 20 of 2003.[6]

The heading of training has a great deal of endeavors made by the public authority and the local area from one period to another of government in the execution of public schooling, beginning from the lawful part of foundation hardware to the satisfaction of the financial plan specified in the 1945 Constitution. In this way, it is underlined in the law that the capability of

public training is to construct limit and shape the person and civilization of a stately country with regards to teaching the country's life which expects to foster the capability of students.[7] Consequently, schooling should have the option to deliver graduates who can create, and for that, important to have proficient speakers play a significant part in creating these alumni. Different perspectives in the public eye show that basically, crafted by speakers is viewed as an honorable work that assumes an essential part in HR development.[8]

Indonesia as of now has a regulation that controls speakers, to be specific: Regulation no. 20 of 2003 and Regulation no. 14 of 2005. As a general rule, the position, status, and capability of teachers are that instructors are experts who are entrusted with arranging and executing the growing experience, evaluating learning results, leading direction and preparing, as well as directing examination and local area administration, particularly for instructors in advanced education. . In accordance with this, in Article 6 of Regulation no. 14 of 2005, stressed that: "The place of speakers as experts plans to carry out the public school system, in particular the improvement of the capability of understudies to become people who accept and fear God All-powerful, have an honorable person, are sound, proficient, able, imaginative, free, and become vote based and dependable residents."

Speakers as experts are learning specialists who are liable for completing the undertaking of overseeing connections with understudies, individual understudies, and understudies with other learning assets. In completing their obligations, teachers should comprehend understudies, plan and execute the educational experience, survey learning results, and lead direction and preparing. As an expert, the teacher should know what his identity is, his assets, shortcomings, and the course of his turn of events. The steadily impacting world causes dynamic requests on the abilities of speakers too. Thusly, instructors should be great at picking viable systems to ceaselessly foster themselves.

A teacher authentication is formal proof as an affirmation given to speakers as professionals.[9] Instructor certificate means to work on the quality and decide the attainability of speakers in doing their obligations as learning specialists and acknowledging public schooling objectives. Speakers are the lead in the improvement of public training. For the most part in building and working on the nature of HR through conventional training. Proficient and honorable teachers are the objective since they will bring forth the country's kids who are shrewd, basic, creative, majority rule, and have character. Proficient and stately speakers set a model for the arrangement of solid quality HR. Teacher affirmation acquires trust for the acknowledgment of these objectives. Collaboration from all gatherings, to be specific, the focal government, nearby state run administrations, networks, and instructors.

The amazing skill of speakers has now become something that has arisen in the open arena alongside the requests for quality schooling. It was affirmed again with a positive reaction from the public authority by giving Regulation no. 14 of 2005. With Regulation no. 14 of 2005, the respect of speakers is progressively being valued in light of the fact that Regulation no. 14 of 2005 manages regard for speakers, both from an expert and monetary viewpoint, as well as legitimate security and occupation safety.[10] One of the endeavors to work on the impressive skill of private instructors is through certificate. Individual speaker affirmation is an affirmation of the place of private teachers as experts. Consequently, it is important to give explicit honors for the impressive skill of private speakers, one of which is by turning out satisfactory revenue. To accomplish impressive skill, government assistance ensures for private teachers are something that can't be disregarded and isolated.

3.2 Legal Certainty of Lecturers' Positions as Professionals in the Higher Education System

One of the meanings of a business arrangement is characterized by Shamad contends that "A work understanding is an understanding stuck himself to work for someone else as a trade-off for compensation under the circumstances guaranteed or commonly agreed"[11]

Regulation No. 13 of 2003 concerning Labor supply characterizes "A work understanding is an understanding between a specialist/laborer and a business person or manager that contains the terms of work, freedoms, and commitments of the gatherings"

The arrangements specified in the article above show the presence of a situation in Contract Regulation. The explanation that specialists/workers have a more subordinate situation than businesses should be visible from the functioning relationship that is constructed. As per the arrangements of the Common Code, in view of the understanding between the teacher and the coordinator. The substance of the work contract between the teacher and the Establishment will be founded on common arrangement except if it abuses regulations, guidelines, or public request and ethics. It is generally alluded to as opportunity of agreement. The guideline of opportunity of agreement is controlled in Article 1338 section (1) BW by considering Articles 1320, 1335, and 1337 BW.

Concerning position of teachers in labor regulation, it tends to be seen from the few definitions set forward in Regulation no. 13 of 2003 concerning Labor supply Article 1 focuses 3 and 4 which expresses that:

"To begin with, Specialist/work is any individual who works by getting compensation or different types of compensation; second, Bosses are people, business visionaries, lawful substances, or different elements that utilize laborers by paying wages or different types of compensation."

Speakers as experts need certifications and insurance through express regulations or guidelines. An illustration of the liberal idea of the Common Code should be visible in Article 1602 which expresses "No wages should be paid for a while as long as the laborer doesn't complete the work." The article will surely be utilized by the specialists to would anything that they like to decipher the proviso "not doing the work" so as well as getting a feeling of safety, they likewise have clearness about their freedoms and commitments, what they may or may not be able to, and how different gatherings can and can't treat them, both as people, teachers, and laborers. The guideline is a reference for the course of the functioning connection between instructors as laborers and establishments as managers, including legitimate security.

Discussion of work agreements can be seen in Law no. 13 of 2003 concerning Manpower, which is contained in several articles. Article 52 paragraph (1) states:

An employment agreement is made based on:

- a. The agreement of both parties
- b. Ability or ability to perform legal actions;
- c. There is an agreed work; and
- d. The agreed work does not conflict with public order, decency, and applicable laws and regulations.

Article 53 states that all matters and/or costs required for the implementation of creating a work agreement are carried out by and are the responsibility of the entrepreneur.

Further provisions regarding work agreements can be seen in Article 54 paragraph (1) which states:

A written work agreement shall at least contain:

- 1) Name, company address, and type of business;
- 2) Name, gender, age, and address of the worker/laborer;

- 3) Position or type of work;
- 4) Place of work;
- 5) The number of wages and the method of payment;
- 6) Working conditions that contain the rights and obligations of employers and workers/laborers;
- 7) Commencement and period of validity of the work agreement;
- 8) Place and date the work agreement was made; and
- 9) Signatures of the parties in the employment agreement.

As per Salim, after the legitimate subject of the arrangement hosts been obviously expressed for the two gatherings, including with respect to the lawful power of each party, the understanding creator should dominate the material on the understanding that will be made by the parties.[12] The two most fundamental things in the arrangement are the article and nature of the understanding and the concurred terms or conditions. Looking at the arrangements specified in the article over, the conversation viewing legitimate security for teachers as teachers can begin from a comprehension of the work understanding made and simultaneously become regulation for the gatherings who make it (speakers and director of the establishment). The arrangements specified in the article above should act as a typical benchmark to decide further the items in the understanding made on the grounds that the shortfall of game plans with respect to issues that should be in the work arrangement makes the arrangement become lawfully defective, or possibly puts one party in the powerless position.

Legitimate development in Indonesia puts the arrangement inside the extent of common regulation so that any question in common relations should be settled inside the extent of common procedural regulation except if generally specified in the regulations and guidelines. In view of the clarification over, the place of the understanding made between the teacher and the establishment is in the domain of private regulation (common) which ought to have a similar legitimate situation in the juridical perspective, however in the humanistic part of regulation it just so happens, the place of the speaker isn't equivalent. Thusly, the public authority ought to mediate in directing and safeguarding laborers (confidential speakers) from erratic activities by the establishment in carrying out work arrangements, deciding least wages, End of Business (PHK), etc.

Concerning clashes that happen among speakers and establishments, the law places itself in the place of "contention resolver." Regulation No. Number 2 of 2004 concerning the Settlement of Modern Relations Debates gives a method for resolving modern relations questions through 2 (two) instruments, specifically:

- a. Out-of-court settlement component

Settlement of Modern Relations debates is directed in Regulation no. 2 of 2004 concerning Settlement of Modern Relations Debates permits the settlement of work/work questions out of court. This arrangement should be visible in Article 3 section (1) which peruses "Modern relations questions should be settled first through bipartite talks by consideration to arrive at agreement."
- b. Settlement through the courts

To expect the settlement and circulation of work questions to be in accordance with the requests of the times, Regulation Number 2 of 2004 concerning the Settlement of Modern Relations Debates was made and sanctioned as a gathering for the Modern Relations Court (PHI) in the overall legal executive. 29 The presence of this regulation simultaneously affirms that the past regulations and guidelines, which manage the settlement of modern relations questions, have not yet emerged.

Questions that emerge because of the presence of a functioning relationship don't just harp on cases that are the power of the Modern Relations Court however different issues that don't get away from instructors, one of which is criminal demonstrations carried out by the establishment against teachers. One type of wrongdoing that is frequently executed by businesses against laborers/work is paying specialists compensation lower than the lowest pay permitted by law and keeping laborers from framing associations.

Guidelines on work violations should be visible in the arrangements of Articles 183 to 189 of Regulation no. 13 of 2003 concerning Labor supply. This arrangement gives instructors the option to report criminal demonstrations perpetrated by the establishment to the police assuming there are arrangements for criminal demonstrations that are abused, up to the powerful assessment, in particular the choice of the Region Court. Nonetheless, in fact numerous things should be settled in the event that the business visionary is a legitimate element.

In doing their obligations, speakers have the right, among others: to acquire pay over the base living requirements and social government assistance ensures. Instructors are additionally qualified for advancements and grants following their obligations and work execution. What's more, teachers are likewise qualified for amazing chances to further develop capability, access learning assets, data, learning offices, and framework, as well as exploration and local area administration. To amplify the incredible skill of speakers, it is important to cultivate and foster the calling and profession of teachers. Proficient direction and improvement of teachers are helped out through utilitarian positions. While instructing and profession improvement of teachers are completed via tasks, advancements, and advancements.

Speakers have positions as experts at the degree of advanced education who are delegated under legal guidelines. The acknowledgment of the place of teachers as experts is confirmed by an instructor endorsement. The depiction shows that the obligations and elements of speakers should be done in view of the guideline of impressive skill. An Expert is a task or movement that is completed by an individual and turns into a kind of revenue for life that requires mastery, abilities, or abilities that fulfill specific quality guidelines or standards and requires proficient training (Article 1 point 4 of Regulation No. 14 of 2005). Among the standards of impressive skill are having scholastic capabilities and instructive foundation in the field of obligation, and having the vital abilities by the field of obligation (Article 7 section (1) letter c and letter d related to Article 45 of Regulation No. 14 of 2005). Scholastic capability is a certificate of scholarly schooling level that should be claimed by speakers as indicated by the kind, level, and formal instruction unit at the spot of task (Article 1 point 9 of Regulation No. 14 of 2005). While capability is a bunch of information, abilities, and ways of behaving that should be moved by, and dominated by speakers in completing proficient obligations.

In the mean time, proficient teachers who can lead assessments in training have a key and huge situation in supporting effective improvement endeavors so they are aimed at expanding the degree of nature of flourishing, government assistance, and poise of human existence. In the legitimate legislative issues of training connected with the place of private speakers as experts in instructive foundations, in view of Regulation no. 14 of 2005, the functioning relationship of private teachers is a modern relationship that is liable to work regulation. To ensure legitimate conviction attached to the functioning relationship of private speakers, legitimate legislative issues in lawful improvement expects corrections to Regulation no. 14 of 2005, to give legitimate sureness to private teachers in doing their expert work as instructors.

Confidential speakers have a situation as experts in the proper schooling line who are named by legal guidelines. Acknowledgment of the place of speakers as experts is confirmed by an instructor declaration. UU no. 14 of 2005 characterizes an expert as a task or movement did by an individual and turns into a kind of revenue for life that requires mastery, capability,

or abilities that fulfill specific quality guidelines or standards and require proficient training. Be that as it may, Regulation no. 14 of 2005 and Regulation no. 12 of 2012, don't give lawful sureness to the place of private speakers as experts since they don't unequivocally safeguard private instructors about the enlistment and situation of private teachers submitted independently to the getting sorted out body in light of a "work understanding or work arrangement". As far as instructor certificate, the individuals who have gotten speaker confirmation can't be utilized as a kind of perspective for other instructive organizations. The place of private speakers in Regulation no. 14 of 2005 is as yet dependent upon a work understanding in which the work arrangement is remembered for the extent of work so that assuming a debate happens, it is settled through Modern Question Settlement.

4 Conclusion

The position of the lecturer is the same or equal to the foundation under the work agreement made by both parties. Legal protection given to lecturers can be seen in 2 (two) ways, namely: First, Preventive through an agreement made before the lecturer works at the university; and Second, Repressive through the Industrial Relations Court (PHI). Meanwhile, for lecturers to have an equal position sociologically, it is by forming a labor union. If unions/workers have many interests and objectives, even the existence of unions/workers is protected by laws and regulations and even prevents workers/employees from forming unions/unions. Labor crime.

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