

**\*Corresponding author:**  
Novia Kusuma Sabrina,  
Bhayangkara University of  
Surabaya, Indonesia

E-mail: [nksabrina2201@gmail.com](mailto:nksabrina2201@gmail.com)

## RESEARCH ARTICLE

# The Concept of Normalizing the Expiry Period of the Job Loss Insurance Program (JKP) for Workers from the Perspective of Justice Theory

Novia Kusuma Sabrina\*, Yahman, & Bangun Patrianto

Bhayangkara University of Surabaya, Indonesia

**Abstract:** The Job Loss Guarantee Program (JKP) is a social protection instrument for workers who experience termination of employment. However, the regulation of the 6-month expiry period for JKP benefit claims as stipulated in Government Regulation Number 6 of 2025 raises issues of justice, especially for workers facing industrial relations disputes or limited administrative access. The purpose of this study is to analyze how the concept of normalizing the expiry period for Job Loss Guarantee Program (JKP) claims in Indonesian laws and regulations is based on the principles of justice theory. This research method uses a normative juridical method with a statutory and conceptual approach. The results of the study indicate that the regulation of the expiry period for JKP claims emphasizes administrative legal certainty, but does not fully reflect distributive justice for workers as the most disadvantaged group. Therefore, a more proportional and equitable reformulation of the JKP claim expiry period norm is needed to guarantee the protection of workers' constitutional rights.

**Keywords:** Job Loss Guarantee (JKP), Expiration Period, Theory of Justice, Procedural Justice, Distributive Justice

## 1. INTRODUCTION

The Unitary State of the Republic of Indonesia was constitutionally established to realize social justice and general welfare for all Indonesian people as stated in the fourth paragraph of the Preamble to the 1945 Constitution of the Republic of Indonesia. This principle is further elaborated in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia which guarantees the right of every citizen to work and a decent living for humanity, as well as Article 28H paragraph (3) of the 1945 Constitution of the Republic of Indonesia which affirms the right of every person to social security to ensure a dignified life. Social security is thus not merely understood as a state administrative policy, but as an instrument for protecting the constitutional rights of citizens.

In the context of modern employment, the risk of job loss is becoming an increasingly visible form of social vulnerability. Global economic dynamics, fundamental transformations brought about by the Fourth Industrial Revolution, digital transformation, and post-pandemic economic turmoil have given rise to new, flexible, but often unstable, forms of employment, and also exacerbate the vulnerability of most workers to potential massive layoffs.

Job loss not only results in lost income but also has implications for social and psychological vulnerability and a reduced quality of life for workers and their families. Therefore, the state



is obligated to provide social protection instruments capable of ensuring workers' survival in the event of job loss.

As one of the factors of national development, the workforce has an important role, namely producing goods and/or services to meet the needs of society in order to increase national productivity. When carrying out work, various risks are very likely to befall workers which can then affect their performance capabilities and even their lives. Therefore, Law Number 13 of 2003 concerning Manpower, Article 99 paragraph (1) explicitly states that "Every worker/laborer and their family have the right to receive social security for workers."

To fulfill this obligation, the government introduced the Job Loss Guarantee Program (JKP) as stipulated in Government Regulation Number 37 of 2021 concerning the Implementation of the Job Loss Guarantee Program in conjunction with Government Regulation Number 6 of 2025 concerning Amendments to Government Regulation Number 37 of 2021 concerning the Implementation of the Job Loss Guarantee Program as part of the National Social Security System. The JKP Program is designed to provide cash benefits, access to job market information, and job training for workers who experience termination of employment. Normatively, JKP is intended to maintain a decent standard of living while encouraging workers to re-enter the job market. However, in its regulations, the JP Program stipulates a claim expiration period, namely a 6 (six) month deadline from the date of the layoff to submit a benefit claim.

Job Loss Insurance (JKP) is a new benefit within the Employment Social Security Administration (BPJS Ketenagakerjaan). Previously, BPJS Ketenagakerjaan offered several benefits, including Work Accident Insurance (JKK), Death Insurance (JKM), Old Age Insurance (JHT), and Pension Insurance (JP).

The stipulation of the statute of limitations for JKP claims raises significant legal and justice issues. On the one hand, the claim deadline can be administratively justified to ensure legal certainty, efficient fund management, and program sustainability. However, on the other hand, this provision has the potential to negate workers' rights, particularly those in vulnerable situations, lacking access to adequate information, or involved in the often lengthy industrial relations dispute resolution process. In practice, workers who choose legal action to challenge the validity of their layoffs risk losing their right to JKP benefits due to the claim deadline being exceeded.

Several previous studies have examined the Job Loss Benefit Program from the perspective of general policy and its economic benefits. However, studies specifically examining the statute of limitations for JKP claims from the perspective of justice theory, particularly John Rawls's theory of justice, are still very limited. Yet, the statute of limitations is crucial in determining whether a social security policy truly functions as a protective instrument or becomes a normative mechanism for rights exclusion.

This study attempts to analyze the concept of normative statute of limitations for claims of the Job Loss Guarantee Program (JKP) through the perspective of John Rawls's theory of justice. By using the principle of justice as fairness, specifically the difference principle and the concept of the veil of ignorance, this study examines whether the regulation of the statute of limitations for claims of JKP has fulfilled the principle of substantive justice for workers as the most vulnerable group due to layoffs. This study offers a novelty in the form of a normative construction of the statute of limitations for claims of JKP that is just, by placing the protection of workers' rights as the main priority without neglecting the need for legal certainty and the sustainability of social security programs. This study will attempt to analyze how the concept of normative statute of limitations for claims of the Job Loss Guarantee Program (JKP) in Indonesian legislation is based on the principles of the theory of justice. By using the Theory of Justice Perspective, an in-depth legal analysis and critique will be conducted. The purpose of law is not only about certainty but also about justice.

## 2. Research Method and Materials

This study employs a qualitative theological research design grounded primarily in a This study employs a normative juridical research method, which focuses on analyzing law as a set of norms contained in statutory regulations, legal principles, and doctrines. The primary approach used is the statute approach, which involves examining relevant laws and regulations governing the Job Loss Insurance Program (JKP), particularly Government Regulation Number 37 of 2021 and Government Regulation Number 6 of 2025. In addition, a conceptual approach is applied to explore legal concepts related to justice, legal certainty, and social protection. Through these approaches, the study aims to systematically identify inconsistencies or gaps in the regulation of the JKP claim expiry period.

The legal materials used in this research consist of primary, secondary, and tertiary legal sources. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, laws and government regulations related to employment and social security, as well as official legal documents concerning the JKP program. Secondary legal materials include scholarly books, journal articles, and previous research relevant to justice theory and labor protection. Meanwhile, tertiary materials such as legal dictionaries and encyclopedias are used to support conceptual clarity. All materials are collected through library research and documented systematically to ensure comprehensive legal analysis.

The analytical method used is qualitative analysis with a prescriptive and evaluative nature. This means that the study not only describes the existing legal norms but also critically evaluates them using John Rawls's theory of justice, particularly the principles of justice as fairness and the difference principle. The analysis is conducted by interpreting legal norms, comparing them with theoretical frameworks, and assessing whether the regulation of the JKP claim expiry period reflects distributive and procedural justice. The final stage involves formulating recommendations for a more equitable and proportional legal construction that better protects the rights of workers while maintaining legal certainty and the sustainability of the social security system.

## 3. Results and Discussion

An employment relationship is essentially a legal relationship between workers/laborers and employers regarding work. Article 1 number 15 of Law Number 13 of 2003 concerning Manpower defines an employment relationship as a relationship between employers and workers/laborers based on an employment agreement that has elements of workers, orders and wages. The existence of an employment relationship gives rise to rights and obligations for workers/laborers and for employers to be implemented, which include work conditions or other matters resulting from the employment relationship.

Meanwhile, Article 1 number 25 of Law Number 13 of 2003 concerning Manpower defines Termination of Employment as the termination of an employment relationship due to a certain matter which results in the termination of the rights and obligations between workers and employers.

According to Mutiara S. Panggabean, Termination of Employment is the end of the employment relationship between workers and employers which can be caused by various reasons, so that the rights and obligations between them also end.

According to Manulang, the term Termination of Employment can provide several meanings, namely: a) Termination, which is the termination of employment due to the completion or end of the agreed employment contract. The end of the contract, if there is no agreement between the employee and management, then the employee must leave his job; b) Dismissal, which is the termination of employment because the employee commits a disciplinary violation that has been determined. For example: employees make mistakes, such as consuming alcohol or psychotropic drugs, committing acts of violence, damaging work equipment belonging to the factory; c) Redundancy, which is the termination of employment

because the Company is developing by using new technology machines; d) Retrenchment, which is the termination of employment related to economic problems.

Essentially, agreements made by the parties can terminate, and the legal relationship ends. In Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation as Law, the grounds for termination of employment are regulated in Article 154A, which essentially states that employers cannot arbitrarily terminate the employment of their employees. Therefore, the reasons or justifications for termination of employment must be in accordance with the applicable Manpower Law.

The provisions of Article 151 paragraph (3) of Law Number 6 of 2023 concerning the Determination of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law state that "In the event that Workers/Laborers have been notified and reject Termination of Employment, it must be carried out through bipartite negotiations between the Employer and Workers/Laborers and/or Workers' Unions/Laborers' Unions." Then explained in the next paragraph, If in the event that bipartite negotiations do not reach an agreement, Termination of Employment is carried out through the next stage in accordance with the Industrial Relations dispute resolution mechanism.

In the provisions of Article 37 paragraph (2) of Government Regulation Number 35 of 2021 it is stated that in the event that termination of employment cannot be avoided, the employer shall notify the employee of the intent and reasons for the termination of employment. The notification letter as referred to contains the reasons for termination of employment and the rights arising from the termination of employment. The notification letter for termination of employment must be registered with the local agency in charge of employment because it is related to the Employment Social Security claim.

The National Social Security System is designed to meet every citizen's expectations of being able to meet their basic needs for a decent standard of living in the event of circumstances that could result in loss or reduction of income, such as illness, accident, job loss, old age, or retirement. This aligns with the constitutional goal of providing certainty of social protection and welfare for all Indonesians.

One of the new programs in the National Social Security System mandated by Law Number 11 of 2020 concerning Job Creation as amended by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law is Job Loss Guarantee (JKP).

Job Loss Insurance (JKP) is a social security provided to workers/laborers who experience termination of employment in the form of cash benefits, access to job market information and job training. The JKP program aims to maintain a decent standard of living when workers/laborers lose their jobs/are affected by termination of employment, thus motivating them to want to work again or start a business.

Job Loss Guarantee (JKP) provides various benefits that are useful for the future of workers/laborers who want to return to work where these benefits are: 1) Cash Benefits: Cash is given to JKP participants in the amount of 60% of wages for a maximum of 6 months; 2) Counseling Benefits: Consultation services provided to JKP participants regarding information on the world of work needed to make career plans; 3) Job Market Information Benefits: Information Center to bring together job seekers with employers to get a match between the work competencies possessed by participants with the work competency needs requested by employers and also information about the characteristics of the needs and supply of labor at home and abroad; 4) Job Training Benefits; Activities to improve and develop work competencies, productivity, discipline, attitude and work ethic to help JKP participants get jobs again.

JKP benefits can be submitted after the Participant has a contribution period of at least 12 (twelve) months in 24 (twenty four) months and has paid contributions for at least 6 (six)

consecutive months to BPJS Ketenagakerjaan before the termination of employment or termination of employment. Application for Job Loss Insurance (JKP) benefits can be proven by: 1) Proof of receipt of Termination of Employment by the worker/laborer and receipt of report of Termination of Employment from the agency that organizes government affairs in the field of employment of the Regency/City, Province or Ministry of Manpower of the Republic of Indonesia; Unilateral Termination of Employment by the employer where the worker/laborer receives, proven by a letter reported to from the agency that organizes government affairs in the field of employment of the local or the Ministry of Manpower of the Republic of Indonesia. 2) Collective agreement accompanied by a deed of proof of registration of the Collective Agreement or receipt of report of Termination of Employment from the agency that organizes government affairs in the field of employment of the Regency/City, Province or Ministry of Manpower of the Republic of Indonesia; If the worker/laborer does not accept the Termination of Employment, the dispute is resolved through mediation which results in a collective agreement and is accompanied by a deed of proof of registration of the Collective Agreement registered with the Industrial Relations Court or a receipt for the report of Termination of Employment by the local government agency that organizes government affairs in the field of employment or the Ministry of Manpower of the Republic of Indonesia. 3) Extracts or decisions of the Industrial Relations Court that have permanent legal force; If the settlement of the dispute through mediation does not reach an agreement, the industrial relations mediator issues a recommendation and the settlement is continued to the Industrial Relations Court until a decision that has permanent legal force is obtained.

In the provisions of Article 40 of Government Regulation Number 6 of 2025 concerning Amendments to Government Regulation Number 37 of 2021 concerning the Implementation of the Job Loss Guarantee Program, it is stated that the right to JKP benefits in the form of cash, access to job market information and job training is lost if the worker/laborer does not submit a JKP benefit claim application for 6 (six) months since the Termination of Employment, has found work or dies.

Based on the provisions of Article 40 of Government Regulation Number 6 of 2025 concerning Amendments to Government Regulation Number 37 of 2021 concerning the Implementation of the Job Loss Guarantee Program, the right to JKP benefits can be lost if the worker/laborer does not submit a JKP benefit claim application for 6 (six) months since the Termination of Employment, has found work or died.

With the limitation of the JKP benefit claim period, which is 6 (six) months from the termination of employment, workers who do not agree to the termination of employment and must go through the Industrial Relations Dispute Resolution mechanism are very likely to not receive their rights to the Job Loss Guarantee (JKP) benefits. Even though administratively workers have been registered in the JKP program and have met the requirements to become JKP participants and have met the requirements to be JKP beneficiaries. On the other hand, the psychological condition of workers who tend to be unstable will also affect their capability to carry out claims for Job Loss Guarantee (JKP) benefits at BPJS Employment.

Technically, the claim for benefits under the Job Loss Guarantee Program (JKP) as stipulated in Government Regulation Number 37 of 2021, specifically Article 40, does not guarantee that all workers who experience termination of employment will receive the program's benefits due to the binding terms and conditions. The laws and regulations referred to above only provide legal certainty but do not provide a sense of justice and humanity for workers/laborers as a whole in receiving the benefits of the Job Loss Guarantee Program.

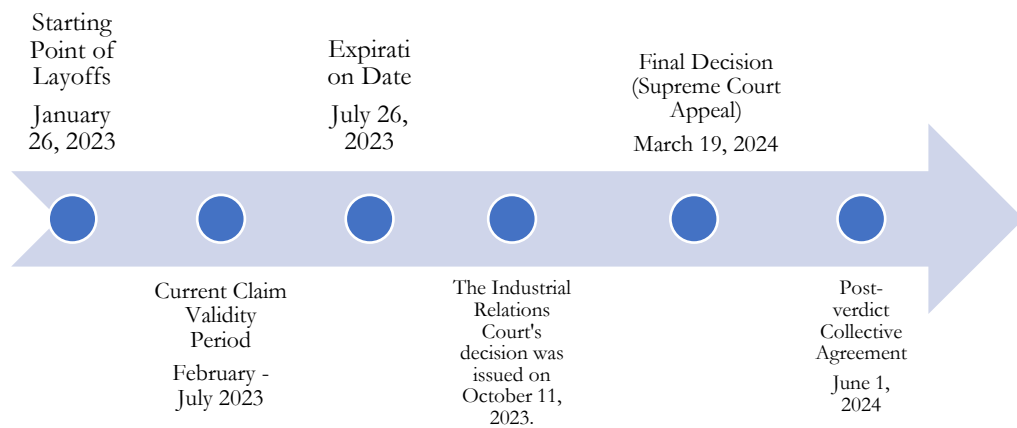
In East Java Province, in 2023, a company issued a layoff decree for all 273 workers, citing the company's efficiency measures due to losses, effective from January 26, 2023. A total of 123 workers agreed and signed a Collective Agreement (PB) that had received a deed of registration of the PB from the Industrial Relations Court (PHI) at the Surabaya District

Court. The remaining 150 workers refused the layoff and continued the dispute to the PHI at the Surabaya District Court.

On October 11, 2023, the Industrial Relations Court (PHI) ruled that the letter of notification of the reasons and intent of the layoff and the letter of the Decree of the Termination of Employment for reasons of efficiency due to the Company experiencing losses were legally valid and binding. This means that the employment relationship between the Company and the worker was terminated as of January 26, 2023, in accordance with the Decree of the Termination of Employment. Against the PHI decision, both parties filed an appeal to the Supreme Court. On March 19, 2024, the Supreme Court stated that the Letter of Notification of the reasons and intent of the layoff and the Decree of the Termination of Employment were legally valid and binding. Thus, the employment relationship between the Company and the worker was terminated as of January 26, 2023, in accordance with the Company's Decree of the Termination of Employment for reasons of efficiency due to the Company experiencing losses. In response to this decision, on June 1, 2024, the two parties held negotiations and reached an agreement (PB).

Based on the facts as mentioned above, former workers who wish to apply for JKP benefits, the evidence of termination of employment that can be used is an extract or decision of the industrial relations court that has permanent legal force, in this case the Supreme Court Decision. Considering that the Supreme Court decision was read on March 19, 2024, the provisions used are Article 40 letter a of Government Regulation Number 6 of 2025 which states that "The right to JKP benefits is lost if the worker/laborer does not submit a JKP benefit claim application for 6 (six) months since the Termination of Employment."

This means that former workers are ineligible to apply for JKP benefits because the six-month deadline following the Supreme Court's ruling on March 19, 2024, has passed. The narrative above demonstrates that the concept of standardizing the expiration period in the JKP program can lead to injustice.



**Figure 1.** the impossibility of performance for law-abiding workers

The figure above clearly demonstrates the impossibility of performance for law-abiding workers. Based on Article 40 of Government Regulation No. 6 of 2025, workers' JKP claims expire on July 26, 2023 (six months after termination of employment). Meanwhile, legal certainty regarding the termination status, which is an absolute requirement for disbursement, was only achieved through a Supreme Court ruling on March 19, 2024.

The timeline visualization above confirms a fatal normative anomaly between material law (the right to JKP) and formal law (the claims procedure). Based on the legal facts above, workers administratively lost their claim rights in July 2023 due to the 6-month statute of limitations stipulated in Article 40 of Government Regulation No. 6 of 2025. Meanwhile,

these workers were struggling to prove their termination through litigation, which only received permanent legal certainty (*inkrah*) in March 2024 through a Supreme Court decision.

This situation creates an impossibility of performance for workers. Workers' compliance with industrial relations dispute resolution procedures, which can take up to 14 months from the effective date of termination, actually leads to the loss of their social security rights. This administrative rigidity not only creates uncertainty but also substantially negates the purpose of social protection itself.

The National Social Security System is based on the principle of social justice. In this context, social justice is understood as the effort to distribute welfare fairly and equitably to all members of society, regardless of social, economic, or racial status. This philosophy is closely related to John Rawls's idea of "Justice as Fairness," which emphasizes that social justice must be based on two principles: (i) Equality of basic rights and (ii) The guarantee that economic and socio-cultural injustices are acceptable only if they benefit the least fortunate.

Indonesia's National Social Security System, through the concept of mutual cooperation and social solidarity, strives to achieve this justice. Through a risk-sharing mechanism, both the economically well-off and the less fortunate have equal access to health services, old-age security, and various other forms of social security. In this regard, the state acts as both regulator and organizer to ensure equitable distribution of resources.

In the perspective of Justice theory, John Rawls explains that the parties in their respective original positions will adopt two main principles of justice. First, everyone has the same right to the broadest basic liberties and is compatible with similar liberties for others, known as the "principle of equal liberty". Second, social and economic inequality is regulated in such a way that: (a) the greatest benefit is obtained for the least advantaged members of society, known as the "principle of difference". Departing from the principle of inequality that can be justified through controlled policies as long as it benefits weak groups in society, and (b) positions and positions must be open to everyone in conditions where there is fair equality of opportunity, known as the "principle of equality of opportunity".

In the relationship between these two principles of justice, according to Rawls, the first principle prevails over the second. This means that the principle of liberty from Principle I cannot be replaced by the goals of socio-economic interests from Principle II. This assertion is important to avoid the "Error" of the utilitarian concept of justice. According to utilitarianism, a just activity is an activity that produces the greatest socio-economic benefits for the greatest number of people (the greatest happiness for the greatest number). This means that justice is understood as identical to the goal of increasing socio-economic benefits, so that the space for the struggle for each person's self-interest is narrowed. As a result, the principle of liberty can be ignored and inequality of participation can be justified.

In realizing a just society, Rawls tries to position freedom of basic rights as the highest value and this must then be followed by a guarantee of equal opportunities for everyone to occupy certain positions or positions. In the end, Rawls also states that certain distinctions are acceptable as long as they increase or bring the greatest benefit to the most disadvantaged people.

Thus, John Rawls has refined his principles of justice as follows: First, everyone has an equal claim to fulfill their basic rights and liberties that are compatible and of the same kind for everyone, and the same political freedom is guaranteed by fair values; Second, social and economic inequality can be fulfilled on the basis of two conditions, namely: (a) attached to offices and positions that are open to everyone under conditions of fair equality of opportunity; and (b) the greatest benefit for the least advantaged members of society.

From the perspective of Rawls' theory of justice above, if applied in the norming of the expiration period in claims for benefits of the Job Loss Guarantee Program (JKP), there are two main concepts in Rawls' theory of justice, namely: 1) Two Principles of Justice; a. The Principle of Freedom; That everyone has the right to enjoy equal basic freedoms. Basic

freedoms include the right to social protection as mandated in Article 28 H paragraph (3) which states that "Everyone has the right to social security that allows for the full development of himself as a dignified human being." By limiting the expiration period in claiming benefits from the Job Loss Guarantee (JKP) program, there has been a limitation on a person's right to receive benefits from the Job Loss Guarantee (JKP) program. B Difference Principle; That social and economic inequalities are only acceptable if they benefit the least fortunate in society. In other words, inequality can be justified, but only if the inequality benefits the poorest or marginalized. Inequality in the distribution of resources and benefits is only acceptable if the inequality benefits those who are least fortunate. The expiration period policy in claiming benefits from the Job Loss Guarantee (JKP) program must consider whether the policy has a greater impact on those who need protection most. Limiting the statute of limitations on claims for Job Loss Insurance (JKP) benefits can cause workers affected by termination of employment to file claims late, thereby losing their right to benefits. If the policy fails to consider the circumstances of more vulnerable individuals, it would contradict the theory that unequal benefit distribution is only acceptable if it helps the least fortunate.

So in this case, instead of providing benefits to the most disadvantaged according to the difference principle, this rigid expiration rule actually worsens the position of workers who have fallen (laid off) and are hit by a ladder (legal costs and long time) by eliminating their social safety net. 2) Veil of Ignorance. To achieve this principle, Rawls proposed a method for determining what is considered fair in society called the veil of ignorance. This method requires individuals/policy makers to design social rules without knowing their own position or social status. That way, they will design fair policies because they do not know whether they will be the ones who benefit or are harmed by the policy. Norming the expiration period in claims for the Job Loss Guarantee (JKP) program will be fairer when it provides an opportunity for all individuals without exception to receive benefits without being hindered by time limits. The expiration norm for claims for the Job Loss Guarantee (JKP) benefits must be designed to provide the greatest benefit to workers. A norm that sets a time limit that is too short would clearly contradict this principle because it ignores the real situation of workers who need time to adapt to the new situation, handle administrative matters, and recover psychologically after being laid off. Conversely, a norm that provides sufficient time and takes into account workers' vulnerabilities embodies distributive justice.

In this case, the policy makers of Government Regulation No. 6 of 2025 seem to assume that all layoffs are voluntary and will be resolved quickly. However, if they were in a position of "ignorance" (not knowing whether they would become workers in dispute or not), they would certainly reject this six-month expiration rule due to the significant risk of losing rights for the most vulnerable groups (workers who are laid off and have to file legal disputes).

#### 4. Conclusion

The ideal concept for standardizing the statute of limitations for JKP claims is one that balances legal certainty with substantive justice. This standardization can be realized through a more rational extension of the claim period or through normative flexibility regulations that allow for the suspension of the statute of limitations under certain conditions. Thus, the Job Loss Guarantee Program will not only function as a state administrative policy, but will truly become a just social protection instrument, oriented towards fulfilling workers' constitutional rights and aligned with the goals of a welfare state. Recommendation for Policymakers: An immediate review and revision, or the issuance of more detailed implementing regulations that explicitly and comprehensively regulate the statute of limitations for JKP claims, adopting the concept of justice as outlined above.

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