



## Liability for loss of workers' diplomas as a guarantee for workers due to force majeure

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### Abstract

This study aims to analyze the national legal provisions that regulate the application of withholding workers' diplomas by companies and to analyze the legal consequences for companies regarding the loss or damage to workers' diploma guarantees due to force majeure. This research uses a normative method with a statutory approach. The results of this research show that if the diploma used as security for workers is lost or damaged due to force majeure (force majeure) such as natural disasters, fires, or other unexpected events that are beyond human control, then the worker can submit a claim to the company to be held responsible for such loss or damage. Legal protection against loss or damage to diplomas used as collateral can be provided in several ways. First, workers can ask the company to provide insurance for valuables that are used as collateral. Second, workers can ask the company to make a written agreement that regulates the company's responsibilities in the event of loss or damage to the diploma. Liability by the company for the loss or damage to a worker's diploma due to force majeure in the context of breaking the law is compensation to the worker. The form of legal protection for workers when the diploma used as collateral is lost is based on Article 1365 of the Civil Code which is used as a guideline in filing a lawsuit for an unlawful act against the company. This is done to obtain compensation for losses experienced and ensure that the company is responsible for actions that harm workers.

**Keywords:** Diploma, employee guarantee, forced majeure

### Introduction

Humans in their lives have needs that must be fulfilled, ranging from basic needs to needs that arise from the desire to own something. To meet these needs, humans must work. As the times develop, education is currently seen as a requirement for work. To be able to work for a company, a person must first take education to get a diploma as proof that he has taken education. With regard to diplomas, diplomas are objects in which property rights are attached to a person which is proof that the person has been educated (Achmad Ali, 2008) <sup>[1]</sup>.

Basically, when someone applies for a job at a company, attach a photocopy of the diploma and it has been legalized as proof that the diploma is the same as the original so that it can be used to apply for a job. In some companies, there is a system of withholding the employee's original diploma for workers who apply for a job in their company, either with the time to return the original diploma determined by the company or not determined by the company. This original diploma withholding system is usually carried out with the reason that workers do not make their company a stepping stone which results in the company losing workers which has an impact on decreasing company performance.

A diploma is a certificate of completion of learning that states that a person has completed and successfully studied a level of knowledge and lessons. Starting from early childhood education, kindergarten, elementary, junior high, high school, to university diplomas are written proof that a person has completed his education and is considered to have understood the sciences that have been taught. A diploma is a valuable and important document because to get it requires hard work and good sacrifice, energy, thought, time, and cost. A diploma is also very useful when one is looking for a job. Most companies always require you to attach an original diploma when applying for a job as proof that you really meet the qualifications required by the

company, but often companies do not include clear provisions regarding the retention of the diploma if the prospective worker is accepted for Employment (Saragih, A. Y., 2023) <sup>[27]</sup>.

Law Number 13 of 2003 concerning Manpower does not regulate the detention of workers' diplomas by companies, but in Article 52 paragraph (1) of the Manpower Law, provisions regarding employment contracts based on agreements between companies and workers have been regulated. The employment agreement is also considered valid if it meets the provisions of Article 1320 of the Burgerlijk Wetboek which requires:

1. There is an agreement between the two parties.
2. Ability to perform legal acts.
3. The existence of an object.
4. The existence of halal causes.

Seeing that one of the conditions for the validity of the agreement in Article 1320 of the Burgerlijk Wetboek is the agreement between the two parties, in this case the company and the worker, the company's steps in imposing the withholding of its worker's diploma as a guarantee of the employment contract are valid according to the law. Another thing that causes the detention of diplomas as a guarantee of valid employment contracts according to the law is because there are no regulations that strictly prohibit the use of diplomas as a guarantee of work professionalism. Referring to the Criminal Code (KUHP), it is not an unlawful act because it is not regulated and declared a criminal act.

Actually, withholding a diploma is not the only way for companies to get their rights. This is because the work agreement made and signed by the two parties itself has legal force and is binding. According to Article 1338 BW, an agreement legally made by the parties is valid as a law for those who make it, so legally the parties are obliged to

fulfill the agreement that has been agreed. Therefore, if the employee violates the agreement or defaults, then the company can take legal action by suing him in court.

Workers are an important component in the company because of the position of workers as the driving force of the company. Without workers, the company will not be able to operate in its business activities. On the other hand, what employers do related to the system of withholding workers' original diplomas can be said to be contrary to a person's right to work, which is interpreted as an employer hindering when a person is looking for a decent job. If you look at the provisions of Law Number 13 of 2003 concerning Manpower and its implementing regulations, there is no regulation regulating the detention of original diplomas. This results in a legal vacuum regarding whether or not it is permissible to detain diplomas. As a result of this legal vacuum, employers withhold workers' original diplomas as a condition for workers to be accepted to work based on habits that occur in the world of work and on the basis of freedom of contract (Muhammad Erwin, 2013).

Cicero once said "ubi societas ibi ius", which means that where there is a society there is a law. The law exists in society to create an orderly relationship between one person and another. The legal vacuum that occurs against the detention of workers' original diplomas needs to be regulated so that it can become a legal umbrella to protect the rights and interests of workers and employers so that they do not feel disadvantaged in carrying out employment relations, so that here the role of the government is highly expected both in forming regulations and issuing policies to fill the legal vacuum that occurs in society, especially related to the act of withholding diplomas original workers.

### Problem Formulation

- A. What are the legal consequences for the loss or damage of diplomas as a guarantee for workers due to force majeure?
- B. What is the form of legal protection against the loss or damage of diplomas as collateral?

### Methods

#### Research Methods

This type of research is a normative research that uses a legal approach so that this research examines social phenomena due to existing legislation. The approach method used in the approach uses legislation and regulations. This research is a Statue Approach. This approach is used because in the discussion in this thesis will refer to the Law.

### Legal Materials

The legal materials used in writing this thesis can be divided into 2, namely primary legal materials and secondary legal materials. Primary legal material is material that includes laws and regulations related to the problems in this research. While secondary legal materials are materials that clarify primary legal materials such as books, journals, articles, etc.

### Discussion

#### A. Legal Consequences For Loss Or Damage To Workers' Diplomas Due To Force Majeure

So far, laws and regulations in the field of employment, including Law NO. 13 of 2003 concerning Manpower does not regulate whether or not a company may withhold

securities belonging to employees, including diplomas. In terms of diploma detention, civil expert Mr. J. Satrio explained that the practice of withholding workers' diplomas carried out by companies is legal and allowed by law as long as there is an agreement between the company and the relevant workers. The agreement is usually contained in a labor agreement and has binding force in the eyes of the law for the parties. Thus, it can be seen that the practice of withholding diplomas is not an unlawful act as long as it is agreed by the parties and the engagement or employment agreement is still valid (Diana Kusumasari, 2011) <sup>[8]</sup>.

Basically, a company that does not return the guarantee of the worker's diploma in accordance with the employment agreement can be declared to have committed a default because it cannot fulfill its obligation to return the diploma as agreed. In determining the existence of default, it is necessary to ensure that there are provisions in the employment agreement that regulate the return of the worker's diploma held by the company. Based on Article 1338 BW, an agreement legally made by the parties applies as a law for those who make it, so legally the parties are obliged to fulfill the content of the agreement that has been agreed.

If the withholding of the worker's diploma is not agreed in advance or there is an agreement to withhold the diploma that is invalid because it is contrary to local regulations, then the company that does not return the worker's diploma after the working period can be said to have committed an unlawful act. An unlawful act is when an act is contrary to the law in general. Law is not only in the form of legal provisions, but also unwritten legal rules that must be obeyed in social life. The losses incurred must be caused due to the unlawful act; among other things, the losses and acts must have a direct relationship; The loss was caused by the maker's error. Fault is if the perpetrator is intentional or forgetful.

Compensation as a result of an unlawful act is regulated in Article 1365 BW which states that every unlawful act, which brings harm to another person, obliges the person who due to his fault to issue the loss to compensate for the loss. In unlawful acts there is no stipulation of negligence or prior warning, In general, unlawful acts occur not because of an engagement but occur spontaneously by the maker against the rules of law or applicable provisions.

The forms of legal liability according to BW that arise due to unlawful acts include the following:

#### 1. Article 1365 BW

"Every unlawful act, which brings harm to another person, obliges the person who due to his fault to issue the loss, to compensate for the loss." This article is the most popular article related to unlawful acts, which is a provision that requires the person who commits the unlawful act to compensate the aggrieved party due to the unlawful act. The responsibility to pay compensation to the party who suffered the loss can only be done if the person who committed the unlawful act is a person who is able to be legally responsible (there is no excuse for forgiveness).

#### 2. Article 1366 BW

"Everyone is responsible not only for losses caused by his actions, but also for losses caused by his negligence or lack of care." This article shows the breadth of responsibility for the person who commits an unlawful act so that he is not

only responsible for losses to the consequences arising from an act that he actively commits, but also is responsible for losses due to his negligence or lack of care. In this case, even if the worker's diploma is accidentally lost or damaged, the company is still responsible for its negligence.

### 3. Article 1367 BW

"A person is not only responsible for losses caused by his own actions, but also for losses caused by the actions of those who are his dependents or caused by goods under his supervision." The responsibility provided for in this article is the responsibility for the mistakes of others under his responsibility. So actually in this article it can be said that it adheres to the responsibility of risk, or liability without fault, although the responsibility for risk is limited only if the person who makes the mistake that results in the loss is a person under his responsibility. In this case, the company is obliged to be responsible for the negligence committed by the person to whom it is covered, for example, including the company manager who is authorized to withhold the diploma and then the loss or damage of the diploma occurs (Titik Triwulan & Shinta Febrian, 2010) <sup>[28]</sup>.

Based on the excerpts of the above articles, the scope of consequences of an unlawful act that juridically causes consequences for people who have a legal relationship in the form of work that causes the occurrence of unlawful acts so that the consequences arising from an unlawful act will be manifested in the form of compensation. Compensation for damages as a result of unlawful acts, as mentioned above, can be in the form of material and immaterial damages. In general, compensation for losses is calculated in money, or equated with money in addition to a demand for replacement of objects or goods that are considered to have been damaged/confiscated as a result of unlawful acts.

The main elements that can cause a state of force majeure are: The existence of an unexpected event; There are obstacles that make an achievement impossible to implement; The inability is not caused by the debtor's fault; Such inability cannot be imposed on the debtor.

From the description of these articles, it can be seen that there is no reimbursement of loss costs if due to compelling circumstances or accidental events and prevented from doing something. As is known, a compelling circumstance is a circumstance in which a debtor is prevented from performing his achievements due to circumstances or events that were unforeseen before, so that the circumstances or events cannot be accounted for by the debtor who was not in bad faith beforehand. What is meant is a force majeure or an unexpected event that causes a major consequence such as floods, earthquakes, fires, hurricanes, wars, disease outbreaks, riots and other events that can terminate the contract due to destroyed goods so that fulfillment cannot be carried out.

Due to the wide range of possible circumstances or situations of force majeure, the parties usually include a clause with a list of events that can be force majeure in the agreement to obtain legal certainty, Mariam Darus Badruzaman in the book of the Civil Code Book III: Law of Alliances with Explanations explains that absolute force majeure occurs when the obligation is completely unable to be carried out, for example when the object is destroyed due to a natural disaster. In this case, the fulfillment of achievements is impossible to be carried out by anyone or by everyone.

Force majeure relatively occurs when an agreement is still possible to be implemented but with sacrifice or very large costs on the part of the debtor, for example, the price of imported raw materials becomes very high or the government suddenly prohibits the bringing of the object of the agreement out of a port. There are two possible consequences of force majeure according to Asser in the Netherlands Civil Law Studies, namely the termination of the agreement or the postponement of obligations. The termination of the agreement occurs when the obstacle is permanent, while the delay can be made if the obstacle is temporary. As a result of the end of the agreement, the counter-achievement also ends Mariam Darus (Badruzaman, 1996).

In this case, the company that in accordance with the legal agreement withholds the employee's diploma and in its detention the lost or damaged diploma can release its obligations on the grounds of force majeure because the object of the agreement is lost or damaged which is not caused by its fault where the diploma has been stored locked in a safe place. The company also cannot fulfill other obligations, because it cannot replace the diploma with another because the diploma is a personal letter. If the company places the worker's diploma in an unsafe place, then this is his fault and cannot postulate force majeure. Regarding the risk, for example, if there is a clause in the agreement where the company guarantees the security of the diploma, then the risk is in the hands of the company and he cannot postulate force majeure.

If there is no or there is a clause stating "other events beyond the capability" or the like, then whether it is expressly stated or not expressly stated in the agreement, what must be considered is the agreed achievement, not limited to the event that precludes even if the event is an event that could not be foreseen before the agreement was made. This is in accordance with the provisions of Article 1267 BW which reads. The party against whom the covenant is not fulfilled may choose; compel the other party to comply with the agreement, if it is still possible, or demand the cancellation of the agreement, with reimbursement of costs, losses and interest.

Based on the provisions of the above article, it can be concluded that the worker can sue the company to fulfill the agreement or demand compensation for the loss or damage of the diploma that is withheld even though the loss or damage of the diploma is caused by unexpected force majeure such as natural disasters, fires, or riots. This can happen because the company's achievement is to return the diploma at a predetermined time, while the problem of loss or damage to the diploma can still be solved with administrative procedures as a form of company responsibility (Asser, 1991) <sup>[4]</sup>.

Thus, it can be concluded that in the context of unlawfulness, the legal consequence of the loss or damage of a worker's diploma held by the company due to force majeure is compensation to the worker. The postulate of force majeure cannot exempt the company from its obligation to return the worker's diploma because the ownership of the diploma is the absolute right of the worker, cannot be transferred, and does not have a legal guarantee function. According to the Civil Code, the form of compensation can be both material and immaterial. Materially, the form of compensation given to the worker in the form of a sum of money (in-kind) is adjusted to the

calculation of the losses experienced. Immaterially, the compensation given is in the form of a letter in lieu of a diploma so that the worker can get a decent job after the end of his working period.

### **B. A form of legal protection against the loss or damage of diplomas as collateral**

Article 1 number 3 of Permendikbud Number 29 of 2014 defines a diploma or Certificate of Completion of Learning (STTB) as an official and legal document that confirms the graduation of a student from an educational institution. This document serves as proof that the student has completed all the requirements specified by the educational unit. A diploma or STTB is the final result of the educational process that students go through for a certain period of time, depending on the level of education taken, whether it is an elementary, secondary, or higher education (Pendidikan & Nomor, 2016).

This document is issued by the educational institution concerned and has binding legal value, so it is legally recognized by the government and various interested parties, such as companies, other educational institutions, and government agencies. In general, a diploma or STTB includes important information about the student, such as the full name, place and date of birth, the student's identification number, and details about the educational unit that issued the diploma. In addition, this document also includes the date of graduation, diploma number, and signature of the authorized official who authorized the document. This information not only serves as an official identity for learners, but also as proof that they have met all the academic requirements necessary to complete a particular educational program (Gede Wiryawan, 2021).

In a broader context, diplomas or STTB also have an important role in career development and further education for students. By having a diploma, an individual can continue their education to a higher level or enter the world of work with formally recognized capital. A diploma is often the main requirement in the selection process for job admissions and new student admissions at higher education institutions.

The importance of this diploma or STTB is also recognized in various regulations and regulations issued by the government. For example, in the admission of civil servants (PNS), a diploma is one of the documents that must be attached as proof of graduation and eligibility of participants. Likewise, in the process of accreditation and evaluation of education, diplomas are one of the indicators of the success of an educational institution in educating and graduating its students. Permendikbud Number 29 of 2014 also emphasizes that the issuance of diplomas must be carried out on time and in accordance with the established procedures. It aims to avoid delays in the recognition of students' graduation that could affect their educational or career plans. Therefore, the education unit is required to ensure that all administrative processes related to the issuance of diplomas are carried out properly and efficiently (Pahrudin, 2019) <sup>[21]</sup>.

In addition, diplomas or STTB are also regulated so that they cannot be forged or abused. The government establishes certain security standards to prevent the forgery of these documents, including the use of digital signatures, watermarks, and unique serial numbers that are difficult to duplicate. It is important to maintain the integrity of the

education system and ensure that only those who are truly qualified can receive a diploma (Mustari, 2022) <sup>[18]</sup>.

In Article 1 number 1 of Permendikbudristek Number 6 of 2022, a diploma is defined as a document given to academic and vocational education graduates. This document serves as a recognition of learning achievements and/or completion of accredited study programs organized by universities. A college diploma has a very important role in various aspects of life, especially in the world of work and further education. In practice, a diploma is often a key requirement in the workforce recruitment process. Companies generally require prospective applicants to attach a photocopy of their diploma as proof that they have met the required qualifications.

At the university level, diplomas are given to academic and vocational education graduates in recognition of their learning achievements and/or completion of accredited study programs organized by universities (universities). This diploma is one of the written proofs that shows that the owner has completed the education he took. As a state document, diplomas are valid both domestically and abroad. The issuance of diplomas by universities must be done with the principle of prudence to ensure their authenticity and prevent counterfeiting. Each diploma is given a special number made on a national scale through the National Diploma Numbering system, issued by the Government (Saputra, 2024)

In the legal context, employers and employees may agree on the retention of diplomas in employment agreements, as long as the agreement meets the conditions for the validity of employment agreements as stipulated in Article 1320 of the Civil Code and Article 52 paragraph (1) of the Labor Law. These two regulations as follows ((Putri, 2022) <sup>[25]</sup>.

- a. Agreement between the two parties.
- b. Ability or ability to perform legal acts.
- c. The existence of the agreed work, and
- d. The contracted work must not be contrary to public order, decency, and applicable laws and regulations.

However, to ensure that the agreement regarding the detention of diplomas meets the principle of good faith, Juanda Pangathousands proposed several additional provisions that should be regulated in the employment agreement. These provisions are intended to protect the rights of employees and provide legal certainty. Here are the recommended points to include in the employment agreement (Samudra, D., & Hibar, U., 2021).

#### **1. Return of Diploma When the Contract Period Ends:**

The company is obliged to return the employee's diploma when the employment contract period ends. This is to guarantee that employees can claim their rights to the diploma held by the company after they have completed the employment contract.

#### **2. Form of Guarantee from the Company:**

The company must provide clear guarantees regarding their responsibilities if they violate the employment agreement, especially regarding the withholding of diplomas. This is important to provide employees with a sense of security that their rights will be protected and that the company will be held accountable for their actions

### 3. Company Liability for Damage or Loss of Diploma

The employment agreement must include provisions regarding the company's liability if the employee's diploma is damaged or lost while in the company's custody. This ensures that employees have an avenue to claim damages or compensation from the company if something detrimental happens to their diploma.

The above points are very important to include in the employment agreement because it aims to protect employees from potential losses that can occur due to the withholding of diplomas by the company. If the withheld diploma is lost or damaged, the employee can hold the company accountable in accordance with the provisions that have been agreed in the employment agreement.

If the employment agreement contains a clause that regulates the company's liability in the event that the diploma is damaged or lost, the employee concerned has a legal basis to hold the company accountable. Employees can claim their rights based on the provisions of the employment agreement, which includes a guarantee of return of diplomas and compensation in the event of damage or loss.

For example, if an employee loses his or her diploma while being detained by the company, and the employment agreement states that the company is responsible for the loss, then the employee can file a claim with the company for compensation or reimbursement of the diploma. Such provisions provide strong legal protection for employees and ensure that they are not harmed by the withholding of diplomas carried out by the company (Ekhsan *et al*, 2023) <sup>[10]</sup>.

Although the withholding of a diploma can be agreed upon in an employment agreement, it is important for both parties to ensure that the agreement is drafted in consideration of the principles of good faith and applicable legal provisions. Thus, the rights of employees are protected and the company also has clear guidelines in implementing the diploma withholding policy. Clear and detailed provisions in the employment agreement will help prevent conflicts and provide legal certainty for both parties.

If someone loses or damages another person's diploma due to negligence, they can be sanctioned according to the provisions in the Civil Code. This is stipulated in Article 1365, which requires the person who caused the loss to compensate for it.

Article 1365 can be used as the basis for a lawsuit for unlawful acts if the following elements are met regarding the loss or damage of a diploma used as collateral:

1. There is an unlawful act.
2. There is a fault.
3. There is a loss.
4. There is a causal relationship between the unlawful act, the fault, and the loss.

Several conditions must be met before filing a lawsuit for an unlawful act, including:

1. The act is contrary to the legal obligations of the defendant.
2. The act is contrary to another person's subjective rights.
3. The act is contrary to morality.
4. The act is contrary to propriety, accuracy, and caution.

If the company does not return the diploma at the time agreed upon in the employment contract because the

diploma is damaged or lost, the employee has the right to sue the company for an unlawful act and demand accountability. This can be done by filing a lawsuit for an unlawful act, providing supporting evidence such as the employment contract that mentions the retention of the diploma and proof of the loss or damage of the diploma.

Suing the company for an unlawful act provides legal certainty and protects the employee's rights. This step also signals to the company that they must comply with the terms agreed upon in the employment contract and be responsible for any loss or damage that occurs while holding the diploma. These steps are crucial to obtaining compensation for the losses experienced and ensuring the company is accountable for their actions.

For the loss or damage of a diploma as a guarantee there is a solution to restore the employee's diploma so that the identity of the diploma is not lost, this can be replaced with a Certificate of Replacement for Diploma (SKPI). The following are the steps that can be taken to get SKPI:

1. Go to the Local Police Station - Bring a photocopy of the lost diploma and a photocopy of the ID card. - Make a Letter of Receipt of Loss of Goods Report/Letters at the Police Station. - Sign the letter of loss and photocopy at least 2 sheets to keep.2. Selanjutnya ke Perguruan Tinggi yang Menerbitkan Ijazah
2. Bring a stamp of 6,000 (2 pieces), a 3x4 (2 sheets) photo pass, a Letter of Receipt of a Loss Report from the Police, and a copy of the original diploma that was lost. - Go to the college administration and explain the loss of the diploma. - Request the creation of an SKPI that will be signed by the rector on a stamp of 6,000 with a wet stamp. Make sure there is a left three-finger stamp on the photo pass like the original diploma. - If a photocopy of your diploma has not been legalized, ask for it to be legalized and make some copies as a backup.
3. Next, proceed to the Local Education Office Bring the following documents: - Statement of Absolute Responsibility (signed on stamp duty 6,000) along with photocopies (2 sheets). - Witness Statement Letter from 2 classmates (signed on stamp 6,000) with a photocopy of the legalized witness diploma and a photocopy of ID card (2 sheets). - Photocopy of ID card (2 sheets). - Photocopy of a diploma that has been legalized (2 sheets). - Letter of Receipt of Loss Report from the Police along with a photocopy (2 sheets). - Sign the column on the SKPI by the local education office official. - This process can be completed in a day if the education officer is on site, or wait a few days if there is none.
4. The last step, keep the SKPI well - After getting the SKPI, keep it well. - Photocopy and legalization of SKPI as a backup, and keep it in a safe place with other important documents.

### Conclusion

The results of the research as described in the previous chapters, the following conclusions can be drawn:

- a. Legal consequences for the loss or damage of a worker's diploma due to force majeure. In the context of unlawful or default, compensation to the worker is compensation. The postulate force majeure cannot exempt the company from its obligation to return the worker's diploma because the ownership of the diploma is the absolute right of the worker, cannot be

transferred, and does not have a legal guarantee function.

- b. A form of legal protection for workers when the diploma used as collateral is damaged or lost is regulated in Article 1365 of the Civil Code, the employee as the aggrieved party can file a complaint for unlawful acts to the court for negligence committed by the company. This is an effort to provide legal certainty and protect the rights of employees. This step is important to get compensation for the losses experienced and ensure that the company is responsible for their actions..

### Suggestion

Based on the results of the research as described in the previous chapters, the suggestions put forward by the author are:

- a. Compare regulations in different countries on corporate responsibility for employee documents, especially in force majeure situations, to find best practices that can be adopted in Indonesia.
- b. Exploring the use of digital technology in the storage and management of employee documents to minimize the risk of loss or damage.

### Refernces

1. Achmad Ali. *Menguak Tabir Hukum*. Bogor: Ghalia Indonesi, 2008.
2. Andreyan G O S. *Kewenangan Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Wanprestasi Pada Pembiayaan Konsumen*. Doctoral dissertation: Universitas Atma Jaya Yogyakarta, 2023.
3. Anggraini R. *Sistem Pendidikan di Belanda*. Faidatuna, 2024.
4. Asser. *Pengajian Hukum Perdata Belanda*. Jakarta: Dian Rakyat, 1991.
5. Bernadetha Aurelia. *Contoh Perbuatan Melawan Hukum dan Dasar Gugatannya*. Artikel, 2022. <https://hukumonline.com>
6. Budiarta I. *Hukum Outsourcing: Konsep Alih Daya, Bentuk Perlindungan, dan Kepastian Hukum*, 2016.
7. Da Cruz C. *Implementasi Prinsip-Prinsip Good Governance Pada Penerimaan Calon Pegawai Negeri Sipil di Timor Leste* (Master's thesis, Universitas Islam Sultan Agung (Indonesia), 2021).
8. Diana Kusuma sari. *Hukum Online: Hukum Menahan Surat Berharga Milik Karyawan yang Sudah Berhenti Bekerja*, diakses tanggal 13 Januari 2024 dar, 2011. <https://www.hukumonline.com/klinik/detail/ulasan/cl5979/aturan-hukum-hak-asasi-karyawan>
9. Dimas Hutomo. *Jika Perusahaan Tidak Mengembalikan Ijazah Pekerja*, Diakses 13 Januari 2024 dari, 2019. <https://www.hukumonline.com/klinik/detail/ulasan/lt5c3312ed087b2/jika-perusahaan-tidak-mengembalikan-ijazah-pekerja/>
10. Ekhsan M, Badrianto Y, Juariah S, Astuti D. *Meningkatkan Keterampilan Komunikasi Siswa Melalui Pelatihan Talent Management untuk Karir Sukses di Industri*. Jurnal Lentera Pengabdian, 2023.
11. Fauzi A. *Strategi pengembangan madrasah model. Menatap Wajah Pendidikan Indonesia Di Era 4.0: A Book Chapter of Indonesian Lecturer Associations*.
12. Fitria P. *Kewajiban Perusahaan Terhadap Pengembalian Ijazah Pekerja Setelah Perjanjian Kerja Berakhir (STUDI PUTUSAN NOMOR: 13/Pdt. Sus-PHI/2019/PN. Tte)* (Doctoral dissertation: Universitas Muhammadiyah Sumatera Barat), 2022.
13. Garaika G, Margahana H. *Peran seleksi (selection) tenaga kerja yang tepat terhadap tercapainya tujuan organisasi*. Jurnal Aktual, 2019.
14. Gde Wiryawan I W. *Aspek Pidana Dari Menahan Ijazah Pekerja Sebagai Jaminan Dalam Perjanjian Kerja*. Jurnal Magnum Opus, 2021.
15. *Harian Jogja*. *Perusahaan Tahan Ijazah Dikategorikan Sebagai Penggelapan*, diakses 10 November 2023 dari, 2015. <http://www.harianjogja.com/baca/2015/04/21/perusahaan-tahan-ijazah-dikategorikansebagai-penggelapan-596842>
16. Hizkia A M Kaunang. *Tanggungjawab Hukum Pemerintah dalam Ketersediaan Fasilitas Masyarakat Pejalan Kaki dan Penyandang Cacat menurut UU No. 22 Tahun 2009*, Jurnal Lex Et Societatis, 2020.
17. I Wayan Agus Vijayantera. *Penahanan Ijazah Asli Pekerja Dalam Hubungan Kerja Sebagai Bagian Kebebasan Berkontrak*. Jurnal Komunikasi Hukum: Universitas Pendidikan Ganesha Singaraja, 2017.
18. Mustari M. *Administrasi dan manajemen pendidikan sekolah*. Prodi S2 Studi Agama-Agama UIN Sunan Gunung Djati Bandung, 2022
19. No, P. (22). *Tahun. Tentang Standar Proses Pendidikan Dasar dan Menengah*, 2016.
20. Nurtanto M. *Mengembangkan kompetensi profesionalisme guru dalam menyiapkan pembelajaran yang bermutu*. In *Prosiding Seminar Nasional Inovasi Pendidikan*, 2016.
21. Pahrudin A. *Buku: Pendekatan Sainifik Dalam Implementasi Kurikulum 2013 Dan Dampaknya Terhadap Kualitas Proses Dan Hasil Pembelajaran Pada Man Di Provinsi Lampung*, 2019.
22. *Pengertian Menurut Para Ahli, Pengertian Ijazah*, diakses 10 November 2023 dar, 2023. <http://www.pengertianmenurutparaahli.net/pengertian-ijazah/>
23. Purba R B, Umar H. *Kualitas Audit & Deteksi Korupsi*. Merdeka Kreasi Group, 2021.
24. Putri F, Rahmayani N, Suryamazon A L. *Kewajiban Perusahaan Terhadap Pengembalian Ijazah Pekerja Setelah Perjanjian Kerja Berakhir*. Sakato Law Journal, 2023.
25. Putri S A. *Tinjauan Tentang Penahanan Ijazah Pekerja Oleh Pengusaha Pada PT. Garuda Ekspres Nusantara Sebagai Jaminan Kerja*. (Doctoral dissertation: Universitas Islam Riau), 2022.
26. R Soeroso. *Pengantar Ilmu Hukum*. (Jakarta: Sinar Grafika), 2011.
27. Saragih A Y. *Analisis Yuridis Pembatalan Ijazah Doktor (S3) Dikarenakan Tindakan Plagiat Dalam Penulisan Disertasi (Studi Putusan Mahkamah Agung Nomor 292 K/Tun/2021)* (Doctoral Dissertation, Fakultas Magister Ekonomi, Universitas Islam Sumatera Utara), 2023.
28. Syiti Rommalla. *Bagaimana Aturan Penahanan Ijazah Karyawan PKWT*, diakses 2023-2019. dari <https://www.gadjian.com/blog/2019/07/22/bagaimana-aturan-penahanan-ijazah-karyawan-pkwt/>
29. Titik Triwulan, Shinta Febrian. *Perlindungan Hukum bagi Pasien*. (Jakarta: Prestasi Pustaka), 2010.

30. Tri Harnowo. Corona sebagai Force Majeur dalam Perjanjian, 2020. <https://www.hukumonline.com/klinik/detail/ulasan/lt5e81ae9a6fc45/wabah-corona-sebagai-alasan-iforce-majeur-i-dalam-perjanjian/>
31. Tumanggo A, Tambunan J R, SE M, Simatupang P. Manajemen Pendidikan. Penerbit K-Media, 2021.
32. Undang Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan.
33. W Fritz Giovanni Eldi Anggasta. (2017). Pertanggungjawaban Hukum dari Perusahaan yang Menghilangkan Ijazah Mantan Pekerja. Universitas Atma Jaya Yogyakarta.
34. Winarti E. Perencanaan manajemen sumber daya manusia lembaga pendidikan. Tarbiyatuna: Jurnal Pendidikan Ilmiah, 2018.
35. Zulfan A. Penitipan Ijazah Sebagai Jaminan Kerja Dalam Perjanjian Kerja Waktu Tertentu (PKWT) Di PT. Tivona Global Indonesia Kota Pekanbaru. Doctoral dissertation: Universitas Islam Riau, 2021.