

Legal Review of the Practice of Paying Lecturers Below Minimum Standards in Private Higher Education Employment Contracts

Apri Amalia ¹, Johannes Mangapul Turnip ², Jarnawi Hadi Saputra ³

^{1,3} Fakultas Hukum, Universitas Al-Azhar, Medan, Indonesia

² Fakultas Hukum, Universitas Prima, Medan, Indonesia

Abstract: Lecturers are not only teachers, but also have a role as researchers and implementers of community service. Therefore, lecturers are entitled to receive a decent wage in accordance with minimum standards. The employment relationship between lecturers and Private Higher Education Institutions (PTS) is outlined in the form of an employment agreement that includes concise provisions regarding rights and obligations, one of which is the right to Lecturer Wages. In practice, there are several lecturers in the Private Higher Education environment who have not enjoyed their wage rights optimally. They receive wages below the minimum standard, paid according to per credit unit of teaching, which is not in accordance with the lecturer employment agreement and laws and regulations. This raises issues regarding the legality of the lecturer employment agreement system in PTS and the legal protection of lecturers against substandard wages. This study aims to determine the wage system of lecturers' employment agreements with private universities (PTS) and analyze legal protection against wage practices that do not comply with regulations. The research method used is normative juridical with a statutory approach and literature review. The results of the study indicate that the implementation of fixed-term employment agreements between lecturers and private universities does not comply with the provisions of Articles 90 and 91 of the Manpower Law, which state that wages below the Provincial Minimum Wage (UMP) are invalid. This violation has legal consequences in the form of default and administrative sanctions. Legal protection for minimum wages is affirmed in Government Regulation No. 36 of 2021 concerning Wages, which regulates the wage scale structure, and Regulation of the Minister of Education, Culture, Research, and Technology No. 53 of 2023.

Keywords: Lecturer Wages ; Employment Agreement ; Legal Protection.

Correspondence:

Name Correspon: Apri Amalia

Email Correspon:

apriamalia03@gmail.com

Received: Jul 03, 2025;

Revised: Jul 15 2025;

Accepted: Jul 21, 2025;

Published : Jul 28, 2025;



Copyright: © 20xx by the authors.

Submitted for possible open access publication under the terms and conditions of the Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0) license (<https://creativecommons.org/licenses/by-nc/4.0/>).

1. Introduction

Private Higher Education Institutions (PTS) play an important role in the national higher education system, contributing to the formation of competent and competitive human resources. Despite having a strategic function, the reality is that many lecturers in PTS face serious challenges, especially in terms of welfare. One concerning issue is that the wages provided are not in accordance with the established minimum standards. Lecturers are not only tasked as educators but also play roles as researches, scientists, and implementers of community service (Hatta et al., 2023). Therefore, they rightly deserve fair right, including in terms of wages. However, in practice, the welfare of lectures at several PTS remains far from ideal, with many earning salaries that are even below the Provincial Minimum Wage (UMP).

The employment relationship between lecturers and Private Universities (PTS) is generally outlined in an employment agreement. An employment relationship, as defined in Article 1, number 15 of Law No. 13 of 2003 concerning Manpower, is a relationship between an employer and an employee/laborer based on an employment agreement, which includes elements of work, wages, and orders. A legal relationship exists between

a lecturer and a PTS if it fulfills three main elements: work performed, compensation in the form of a decent wage, and an order or directive from the employer, which briefly covers provisions regarding rights, obligations, and working conditions. The issuance of orders in carrying out work is accompanied by the institution's obligation to provide compensation or wages to the lecturer, the amount of which is determined through an individual employment agreement or collective bargaining agreement. (Hidayati et al., 2024).

In labor law, a Decent Wage is a Normative Right regulated in Article 88 of Law No. 13 of 2003 which states that Every worker/laborer has the right to receive income that meets a decent living for humanity. The employment relationship in the context of a decent wage is a fundamental aspect in labor law which emphasizes that every worker, including lecturers, has the right to receive compensation that is in accordance with the workload, responsibilities, and decent living needs.

The employment relationship is formalized in the form of an employment agreement between lecturers and private universities (PTS), drawn up based on mutual agreement between the two parties, which can be expressed in the form of a Fixed-Term Employment Agreement (PKWT) or an Indefinite-Term Employment Agreement (PKWTT). This agreement is based on the principle of mutual binding, which is legally recognized. However, there are still a number of PTS that implement PKWTs that do not comply with applicable laws and regulations, including regulations regarding employment and minimum wages (Amalia, 2022). For example, a contract lecturer at one of the private universities in North Sumatra only receives a salary of IDR 1.500.000 per month, with a teaching load of 12 credits. Meanwhile, the minimum wage in North Sumatra for 2024 is approximately IDR 3.000.000. The campus argues that lectures do not need to come everyday and can ses the number of students. Meanwhile, the number of students at the university is 2000, where the lectures are entitled to earn in accordance with the minimum wage. However, the reality is not so. Some lectures even only receive incentive based on the number of credits without social security, fixed allowances, or job security. This situation leads to uncertainty regarding job status, inadequate income, and the loss of right to social security such as BPJS health and employment (Rachmad et al., 2025).

Legislation clearly stipulates that lecturers are recognized as professionals, as stipulated in Law Number 14 of 2005 concerning Teachers and Lecturers, which grants lecturers the right to earn income above the minimum living standard and access to social welfare benefits. Furthermore, provisions in Law Number 13 of 2003 concerning Manpower, which was amended through Law Number 11 of 2020 concerning Job Creation, require every employer—including educational institutions—to pay workers a minimum wage equivalent to the applicable Provincial Minimum Wage (UMP) or Regency/City Minimum Wage (UMK) (Fajriati et al., 2021). Therefore, provisions in employment agreements that stipulate wages below these minimum standards may be deemed invalid because they violate mandatory legal norms (*dwingendrecht*). Clauses that conflict with positive law may be declared legally void. Therefore, an in-depth legal analysis is required to assess the validity of the employment relationship between lecturers and private universities, including the legality of wage practices and the legal responsibilities that universities must fulfill.

Employment agreements that set salaries for lectures below the minimum standard can be categorized as a form of contract that violates legal provisions. From a civil law perspective, agreements that are contrary to statutory regulation are considered to have no legal force or are void by law, as stipulated in Article 1320 of the Civil Code. The provisions in employment contracts that regulate wages below the minimum standard also contradict Article 90 and 91 of the Labor Law, which explicitly state that such clauses are invalid and must be adjusted to the provisions of the minimum wage (Hidayati et al., 2024). Although regulations are clear, in reality, many lectures still lack understanding of their normative rights or do not have access to legal protection channels. As a result, these unlawful wage practices continue and create structural inequality in the labor system, within private higher education.

Based on the explanation above, the employment relationship bound by a lecturer employment agreement is not merely a matter of contractual formality, but must be viewed in light of the reality of the work and the normative rights inherent to workers, one of which is a decent wage. In the context of lecturers at private universities, the application of wages below the minimum standard violates the principles of labor law and the principle of worker justice. The principle of worker justice refers to the principle or basis that ensures workers' rights are protected fairly and thoroughly in employment relationships. This is a crucial element in labor law and human resource management practices.

This situation raises fundamental questions about the employment agreement system between private universities and lecturers, regarding the standard wage provisions under the Manpower Law and the legal protections available to lecturers at private universities who receive wages below the minimum wage. Employment contracts containing wage clauses below the minimum wage are suspected of violating applicable laws and regulations. Therefore, the purpose of this study was to determine the employment agreement system based on statutory regulations and to determine the legal protection provided to lecturers in private universities. This research is important considering the existence of lecturers as one of the main elements in improving the quality of higher education, who should receive legal protection for their basic rights as professional workers.

2. Materials and Methods

The type of research used in this study is normative legal research, which is a legal approach conducted through the examination of literature or written legal sources. Normative research aims to find objective legal norms or regulations through a study of legal issues related to legal protection for private lecturers who receive wages below the minimum wage standard in private universities. In terms of its characteristics, this research is included in the descriptive-analytical type, namely describing the facts that exist in the PTS environment and analyzing the legal issues that arise, particularly regarding the implementation of lecturer work agreements in PTS and their protection against minimum wage provisions (Benuf et al., 2020). This study uses a statutory approach, namely by examining various relevant legal provisions in the form of Law Number 13 of 2003 concerning Manpower in conjunction with Law Number 11 of 2020,

Government Regulation Number 36 of 2021 concerning Wages, specifically those regulating legal protection for lecturers who receive wages below the minimum wage standard in Private Universities and other regulations related to the legal issues studied. This approach, in the context of normative legal research, has practical and scientific value. Through this legislative approach, the researcher can evaluate the extent of alignment and consistency between the constitution and other statutory regulations, as well as their suitability with the conditions or practices occurring in the field (Wiraguna et al., 2025).

This research uses legal source data with secondary data, which consists of various types of legal materials. Primary legal materials are the main sources that have binding force and serve as the basis for resolving the legal problems studied, including the 1945 Constitution, Law Number 13 of 2003 concerning Manpower, which was amended through Law Number 11 of 2020 concerning Job Creation, Law Number 14 of 2005 concerning Teachers and Lecturers, Government Regulation Number 37 of 2009 concerning Lecturers, as well as laws and regulations related to wage provisions and the Civil Code (KUH Perdata) and Government Regulation No. 36 of 2021 concerning Wages. Furthermore, secondary legal materials include documents that provide explanations to primary legal materials, such as legal literature, scientific journals, papers, seminar results, academic publications, and information relevant to the issue of inadequate wages for lecturers in private universities. Tertiary legal materials serve to clarify and support understanding of primary and secondary legal materials, such as legal dictionaries, encyclopedias, or other reference sources that explain legal terms. (Riqiey, 2023).

The collection of legal materials in this research was conducted through library research, which aims to collect concepts, legal theories in the form of labor law theories, employment relations, employment and wage agreements, principles in the form of principles of justice and work protection, as well as various other scientific thoughts that are relevant to the focus on the problem of private lecturers who receive wages below the minimum standard. The analytical method applied is descriptive analysis, namely an approach that aims to provide a comprehensive picture of a condition objectively based on legal facts by conducting interviews with several private lecturers at PTS regarding inadequate wages so that an analysis can be carried out on the principle of justice in work protection (B, Ultavia Anelda, 2023). In its implementation, this research uses a combination of legislative and analytical approaches. All of these approaches serve as a basis for examining the urgency of legal protection for lecturers, as stipulated in Law Number 14 of 2005 concerning Teachers and Lecturers and regulations related to wages.

3. Results and Discussion

A. The System Of Employment Agreements Between Private Universities And Lecturers Relates To Wage Provisions According To The Labor Law

The employment agreement in Dutch is commonly referred to as *Arbeidsovereenkoms*, which can be interpreted in various ways. In article 1601 a of the Civil Code, the definition of an employment agreement is stated as follows:

“An employment agreement is an agreement in which one party, the worker, binds himself to perform work under the direction of the other party, the employer, for a certain period of time, in exchange for wages.”

In Article 1601a of the Civil Code, the term "under orders" is a crucial element that distinguishes an employment agreement from other types of agreements. This sentence emphasizes a hierarchical relationship, where one party must submit to the authority of the other. This creates a subordination relationship, where there is a difference in position between the party giving the orders and the party receiving them. Thus, the employee is in a position where they must follow the employer's instructions as a condition of carrying out their duties, in exchange for wages. The employment agreement itself is a form of legal relationship that establishes the rights and obligations of both parties (Setiawan et al., 2022). According to the provisions of Article 51 paragraphs (1) and (2) of Law Number 11 of 2020 concerning Job Creation, employment agreements may be made in either oral or written form. If then employment agreement is required to be in writing, it must comply with the applicable legal regulations. The form and content of the agreement also need to correspond with the type of employment relationship agreed upon. Furthermore, Article 56 of the same law explains that there are two forms of employment agreements recognized by law, namely fixed-term employment agreement recognized by law. Namely fixed-term employment agreement (PKWT) and indefinite-term employment agreement (PKWTT).

In addition, the work agreement is also mentioned in Law Number 14 of 2005. Article 50 states that "Lecturers appointed by higher education units organized by the community are appointed by the relevant educational unit based on a work agreement in accordance with the provisions of laws and regulations." A work agreement or collective work agreement is a written agreement between a teacher or lecturer and an education provider or educational unit that contains work conditions and the rights and obligations of the parties with the principle of equality and collegiality based on laws and regulations (Rohid, 2023).

A written agreement between a teacher or lecturer is referred to as a Fixed-Term Employment Agreement (PKWT) and an Indefinite-Term Employment Agreement (PKWTT). This work agreement is regulated in Articles 56 to 60 of Law Number 11 of 2020 concerning Job Creation. If referring to Article 59 paragraph (1), the definition of a fixed-term work agreement is a work agreement between a worker/laborer and an employer which is only made for certain work to be completed within a certain time. A Fixed-Term Employment Agreement (PKWT) is structured based on a time limit or the completion of specific tasks. Based on the timeframe, a PKWT is permitted for a maximum of three years, consisting of an initial two-year agreement and a one-year extension. After the three-year agreement expires, the employment relationship can be continued through a PKWT renewal, provided it is done within 30 days of the previous agreement's expiration. This renewal can only be done once for a two-year period. Therefore, the total employment period under the PKWT scheme cannot exceed five years (Alberta et al., 2024).

The time limit is not the only provision in the implementation of the fixed term employment agreement (PKWT). There are several other requirements that must be met in its application. This indicates that employers do not have full discretion in enforcing PKWT, as its use is only permitted for certain conditions or jobs in accordance with the applicable regulations (Monica et al., 2021):

- 1) Work that is completed once or is temporary in nature;

- 2) Work that is estimated to be completed within a relatively short period of time, with a maximum of 3 (three) years;
- 3) Seasonal work;
- 4) Work related to new products, new activities, or additional products that are still in the experimental or exploratory stage.

In practice, lecturers who work in private universities can be categorized based on their employment status, such as permanent foundation lecturers with long term contracts, contract lecturers who generally work per semester and part-time or honorary lecturers. For the three types of lecturer positions at private universities, the work agreement is determined by the university. Permanent lecturers at foundations are created with an indefinite-term work agreement (PKWTT). For non-permanent lecturers, universities will create a fixed-term work agreement (PKWT) that fulfills three elements of the employment relationship: an employment relationship that includes orders, work, and wages. The job is to be a lecturer, with orders to teach in class based on the number of credits received and receive wages, which are the lecturer's right for one month of teaching (Putri, 2023).

Lecturers have the right to receive a decent income, at least in accordance with the Regional Minimum Wage (UMR) or Provincial Minimum Wage (UMP). Article 88 of the Manpower Law states that every worker has the right to an income that allows for a decent human life. This provision covers various forms of wages, such as the minimum wage, wage structure and scale, overtime pay, unpaid wages, leave rights, and payment procedures. Meanwhile, Law Number 14 of 2005 Article 51 paragraph (3) emphasizes that non-civil servant permanent lecturers have the right to income and welfare protection as stipulated in the employment agreement. In addition, Article 52 states that permanent lecturers at private universities have the right to receive income that exceeds the minimum living needs and adequate social welfare guarantees. This indicates that wages are an important component for lecturers. In the agreement, there is a clauses mentioning wages. However, not all permanent foundation lecturers or contract lecturers receive adequate salaries according to them minimum regional wage (UMR) pr provincial minimum wage (UMP) (Mahardian, Albi, n.d.).

In practice, some lecturers at private universities still do not receive income and welfare that reflect a decent standard of living. When workers do not receive wages in accordance with government regulations or those agreed upon in their employment contracts, this constitutes a violation of the employment agreement and labor law. If the promised wages are not paid, the employer, in this case the university, is considered to have committed a breach of contract or broken promise for failing to fulfill the terms of the agreement. This violation can also result in legal consequences, including civil sanctions, administrative sanctions, and criminal sanctions, as stipulated in Article 185 of the Manpower Law and its derivative regulations (Purba et al., 2024).

At a private university in North Sumatra, 26 contract lecturers had their terms not extended for no apparent reason. During their employment, they received an honorarium per credit unit (SKS) without a fixed allowance, without BPJS (Social Security), and without the certainty of an annual contract. The employment relationship between private lecturers and PTS is under a PKWT (Working Permit) agreement, which legally requires

registration with BPJS. However, some contract lecturers at PTS do not receive social security benefits such as BPJS Health or Employment Insurance. Legally, wages must be paid in full and in accordance with the Regional Minimum Wage (UMK/UMP). However, in practice, some PTS pay lecturers' honorariums per credit unit (SKS), which does not meet the minimum monthly wage standard. This creates legal uncertainty and the vulnerability of lecturers, particularly regarding wages. Many lecturers do not receive wages that meet the minimum requirements stipulated in Article 88 of Law No. 13 of 2003, which regulates workers' rights to a decent income. This indicates that the gap between legal norms and employment practices for lecturers in private universities reflects the weak protection of workers' rights in the higher education sector. Regulatory reform and increased legal awareness are needed to create justice and legal certainty for lecturers. A systematic mapping of norms and practices, along with the presentation of empirical data, demonstrates the urgency of structural normative solutions.

Normatively, Article 56 of Law No. 13 of 2003 stipulates that employment agreements must be clearly defined in terms of form and duration. However, in practice in many private universities, non-permanent lecturers are often given annual agreements without certainty of renewal or social security. This reflects the imbalance between *das sollen* and *das sein*, as well as weak oversight of the implementation of employment norms in the private higher education sector.

An employment agreement can be deemed null and void if the valid conditions of the agreement, particularly the agreement of the parties, are not properly fulfilled, a condition known as breach of contract. Every legally entered into agreement is binding, in line with the principle of *pacta sunt servanda*. This principle states that a legally agreed agreement has the force of law for the parties involved. Therefore, in the employment relationship between lecturers and private universities (PTS), the employment agreement serves as the legal basis that binds both parties. This means that PTS is obliged to fulfill all promised obligations, such as salary payments, allowances, leave, and social security. Conversely, lecturers, as workers, are obliged to carry out their duties and responsibilities in accordance with the contents of the agreement and uphold professional ethics (Siswanto et al., 2023).

If one party fails to fulfill the terms of the employment agreement, the action can be legally processed and submitted to the Industrial Relations Court (PHI) as a form of dispute resolution. In this case, the employment agreement document has the power as legal written evidence and can be used in court if obligations are not fulfilled or agreed rights are not granted. The existence of this document serves as a form of legal protection for lecturers to demand their rights that have not been fulfilled. This legal protection also includes protection against various forms of violations, including violence, threats, discriminatory treatment, pressure, and unfair treatment from students, parents, the community, the bureaucracy, and other parties. In addition to the legal process, normative solutions are needed in the standardization of lecturer work contracts by LLDIKTI, strengthening the role of labor supervisors in the education sector, and establishing minimum standards for lecturer wages based on the national wage structure and decent living needs so that there is no disparity between lecturers in private universities.

B. Legal Protection That Can Be Provided To Lecturers At Private Higher Education Institutions Who Receive Salaries Below The Minimum Standard.

Employment agreements, whether in the form of Fixed-Term Employment Agreements (PKWT) or Indefinite-Term Employment Agreements (PKWTT), drawn up by employers—in this case, higher education institutions—are essentially intended to protect the rights and interests of both parties, namely workers and employers. These agreements play a crucial role in employment relationships because they include legally binding provisions, in accordance with the principle of *pacta sunt servanda*. They contain various rules regarding the rights and obligations of each party involved. However, the implementation of these agreements is often inconsistent or even violates applicable legal provisions, ultimately resulting in violations of workers' rights. If an employment agreement is implemented in violation of the law, its status can be rendered null and void. In such situations, workers have the right to obtain legal protection, either through civil or criminal mechanisms, or through the settlement process at the Industrial Relations Court (PHI) (Zulianto, 2023).

Every worker has the right to obtain legal protection as part of their fundamental rights. The purpose of this protection is to ensure the fulfillment of workers' fundamental rights, create equality, and prevent any form of discrimination. This protection also aims to enhance the welfare of workers and their families, while still considering the dynamics of business development and the interest of employers. At the international level, workers' rights have been regulated by the International Labour Organization (ILO), as stated in the ILO Declaration on Fundamental Principles and Rights at Work adopted during the 1988 Employment Conference (Amalia & Saputra, 2024). One of the rights of workers or lecturers is a decent wage provided by higher education institutions. The right to wages, according to the provisions of Article 88 of the Labor Law states that every worker/laborer is entitled to receive an income to Article 1 point 30 of the Manpower Law No. 13 of 2003. Job Creation Law states that:

“Wages are the rights of workers/laborers that are received and expressed in the form of money as compensation from employers or employers to workers/laborers that are determined and paid according to a work agreement, agreement, or legislation, including allowances for workers and their families for work and/or services that have been or will be performed.

Furthermore, wages can be defined as the amount of compensation received by workers for their work, ideally sufficient to cover the basic necessities of life for themselves and their families. These necessities include basic necessities such as clothing, food, and shelter. Meanwhile, a worker's income is the total income earned over a specific period of time, which includes base salary, various allowances, premiums, overtime compensation, holiday allowances (THR), bonuses, and various other additional benefits. The forms of wage policies that protect workers/laborers are regulated in Article 88 paragraph (3) of the Manpower Law, consisting of:

1. Minimum wage;
2. Overtime pay;
3. Wages for absences due to absence from work;

4. Wages for absences due to activities outside of work;
5. Wages for exercising the right to rest;
6. Forms and methods of wage payment;
7. Fines and wage deductions;
8. Items that can be calculated into wages;
9. Proportional wage structure and scale;
10. Wages for severance payments; and
11. Wages for calculating income tax.

In order to provide protection for workers in terms of wages, the government has established policies regarding minimum wages. This policy is one of the important aspects of the social protection system in Indonesia. The determination of the minimum wage is based on the standard of decent determination of the minimum wage is based on the standard of decent living needs (KHL), but also takes into account the level of productivity and national economic growth. This shows that in addition to meeting the basic needs of workers, the sustainability of business and the interest of the industrial world are also important considerations. Nevertheless, the main goal of this policy remains directed at fulfilling the decent living needs of workers. Provisions regarding the components and stages of KHL implementation as stated in Article 89 paragraphs (2) and (4) of the Manpower Law, are further regulated through a Ministerial Decree. In this regulation, the minimum wage is defined as the lowest monthly wage, which includes basic wages and other fixed allowances. In addition, another ministerial regulation states that the KHL standard must be able to meet the physical, non-physical, and social needs of workers individually for a period of one month, and is applied specifically to workers with a work period of less than one year (Yudi & Surbakti, 2020).

Protection of workers' wage rights is also affirmed in Government Regulation Number 36 of 2021 concerning Wages, which includes provisions regarding the structure and scale of wages, including for functional positions such as lecturers. Furthermore, Regulation of the Minister of Education, Culture, Research, and Technology Number 53 of 2023 also regulates the workload and professionalism of lecturers, implicitly requiring adequate compensation and ensuring the fulfillment of minimum wage obligations. If a lecturer does not receive wages according to the minimum standard or earns income below the stipulated level, they have the right to file a report or complaint with the Manpower Office. From a civil law perspective, the protection of lecturers working at private universities (PTS) and experiencing wage violations can be analyzed through the principles governing employment agreements and the consequences of default or breach of contract (Subagio & Hastangka, 2022). In this context, the relationship between the lecturer and the PTS is contractual and subject to the provisions of the Civil Code (KUHPerdata).

In practice, the implementation of the work relationship between lecturers and PTS does not comply with legal norms. While the legal norms for the protection of the minimum wage for lecturers are regulated in the Manpower Law and regulations regarding wages in accordance with the UMK, in practice many PTS lecturers are paid below the UMK without even contract certainty. In the employment agreement, legal protection is normatively written in the PKWT with the right to social security and THR,

however, many PTS only use annual decrees without formal work agreements. In social security, legal protection is that PTS lecturers are required to have BPJS Employment and Health according to Law No. 24 of 2011. However, most PTS lecturers do not have formal access to BPJS.

There is a lack of alignment between labor law norms and their implementation in the private higher education sector. This demonstrates weak law enforcement and state oversight of the private higher education sector. There are no specific regulations regarding the legal status of private higher education lecturers as professional workers with unique characteristics. Many lecturers are appointed by decree without employment contracts, creating legal uncertainty as they are neither permanent employees nor formal contract workers.

The employment relationship between lectures at private universities is generally established through a written employment contract or based on a Decree of Appointment issued by the foundation or the management of the private university. If the agreement states that the lecturer will receive wages according to the applicable legal provisions, then paying wages below the legally established minimum can be categorized as a form of default. Private universities or foundations that do not fulfill their payment obligations minimum standards set by legislation, can be considered to be in breach of contract, even if the minimum wage clause is not explicitly mentioned in the employment agreement (Dhaniarti, 2015).

Before submitting a case to the Industrial Relations Court (PHI), lecturers are first required to undergo a resolution process through internal mediation with the management of the private university. If this mediation process does not reach an agreement, the lecturer can report to the Department of Manpower (Disnaker). In this case, Disnaker, through labor inspectors, will conduct an investigation into the alleged violation of normative rights. This process includes summoning the foundation or private university, issuing inspection notes, and ordering the payment of wage deficiencies. Furthermore, if no agreed solution is found through a tripartite forum (involving the lecturer, the private university/foundation, and the mediator), the lecturer has the right to file a default lawsuit in the District Court. This lawsuit may include claims for underpayment of wages, compensation for material losses, or immaterial losses. Regarding sanctions, if a private university or foundation is proven to have paid wages below the Provincial Minimum Wage (UMP) or Regency/City Minimum Wage (UMK), they may be subject to administrative sanctions such as written warnings, suspension of business activities, or revocation of operational permits. In addition, criminal sanctions in the form of fines or imprisonment may also be imposed in accordance with the provisions of Article 185 of the Manpower Law.

4. Conclusions

The employment agreement system between lecturers and private universities (PTS) is a form of binding legal relationship that fulfills the provisions of the Civil Code, Law Number 13 of 2003 concerning Manpower in conjunction with the Job Creation Law, and Law Number 14 of 2005 concerning Teachers and Lecturers. PTS lecturer employment agreements can be in the form of a fixed-term employment agreement (PKWT) or an

indefinite-term employment agreement (PKWTT). Where the form of employment agreement must include the basic elements of the employment relationship, namely, work, orders and wages. Legally, lecturers have the right to receive a decent wage according to minimum standards. However, in practice, many lecturers at PTS have not received income according to legal provisions, where the determination of lecturer wages at private universities often does not refer to the minimum wage provisions or wage components as stipulated in the Manpower Law and Government Regulations regarding wages. This constitutes a violation of the employment agreement. This action can be subject to civil, administrative, and criminal sanctions as stipulated in Article 185 of the Manpower Law. Legal protection for lecturers at private universities who receive wages below the minimum standard is regulated in Law Number 13 of 2003 concerning Manpower, Law Number 14 of 2005 concerning Teachers and Lecturers, and other regulations that have regulated lecturers' rights to a decent income, but their implementation in the field is still far from expectations, especially in private universities. Lecturers as professionals have the right to protection of their normative rights, including the right to a decent wage. Wages below the minimum standard are a violation of the law and have the potential to cause social inequality and the degradation of lecturers' professionalism. Therefore, lecturers are entitled to legal protection, both civil (through a lawsuit for breach of contract) and administrative and criminal, in accordance with the provisions of the Manpower Law and its implementing regulations. Efforts to protect lecturers' legal rights can be carried out from internal mediation, reporting to the Manpower Office, to filing a case with the Industrial Relations Court (PHI). Sanctions for universities that violate can include warnings, license suspensions, and criminal penalties.

References

- Alberta, M., Quintarti, L., & Tista, A. (2024). Aspek Hukum Perdata dalam Perjanjian Kerja : Hak dan Kewajiban Para Pihak Civil Law Aspects in Employment Agreements : Rights and Obligations of the Parties. *Jurnal Kolaboratif Sains*, 7(10), 3779–3784. <https://doi.org/10.56338/jks.v7i10.6195>
- Amalia, A. (2022). Kedudukan Hukum Pekerja Kontrak Terhadap Penyimpangan Perjanjian Kerja Waktu Tertentu (PKWT) Ditinjau Undang-Undang No . 13 Tahun 2003 Tentang Ketenagakerjaan (Putusan MA NO . 716 K / PDT . SUS-PHI / 2021). *Jurnal Normatif*, 2(1).
- Amalia, A., & Saputra, J. H. (2024). Legal Protection of Land Grabbing Right In Indonesia. *Journal of Law Science*, 7(1), 187–195.
- B, Ultavia Anelda, D. (2023). Kualitatif: Memahami Karakteristik Penelitian Sebagai Metodologi. *Jurnal Pendidikan Dasar*, 11(2), 341–348.
- Benuf, K., Azhar, M., Badan, S., Hukum, K., Hukum, F., Diponegoro, U., Hukum, P., & Kontemporer, M. (2020). Metodologi Penelitian Hukum sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer Jurnal Gema Keadilan Jurnal Gema Keadilan. *Jurnal Gema Keadilan*, 7(1), 20–33.
- Dhaniarti, I. (2015). Karakteristik Hubungan Hukum Antara Badan Penyelenggara Pendidikan Tinggi Dengan Dosen Swasta. *Jurnal The Spirit Of Law*, 1(1), 1–15.
- Fajriati, R. A., Ratna, E., & Lumbanraja, A. D. (2021). Tinjauan Hukum Pembayaran Upah Di Bawah Ketentuan Upah Minimum Provinsi (UMP). *Notarius*, 14(1), 452–465.

- Hatta, M., Raharjo, P. S., & Candrakirana, R. (2023). Perlindungan Hukum Pekerja Perjanjian Kerja Waktu Tertentu Pada PT . Wonokoyo Jaya Corp. *Jurnal Bilancia (Jurnal Studi Ilmu Syariah Dan Hukum*, 17(2), 207–224. <https://doi.org/10.24239/blc.v17i2.1737>.
- Hidayati, N., Lutfianidha, R., & Dewi, R. A. (2024). Pengaturan Pemberian Kompensasi Bagi Pekerja dalam Hubungan Kerja Berdasarkan Perjanjian Kerja Waktu Tertentu (PKWT). *Jurnal Momentum*, 13(2), 127–140.
- Mahardian, Albi, . dkk. (n.d.). Tinjauann Yuridis Mengenai Aturan Hukum Pemutusan Hubungan Kerja Terhadap Dosen Perguruan Tinggi Swasta. *Perspektif Hukum*.
- Monica, F., Suprayogi, A., Hukum, F., Unggul, U. E., & Jeruk, K. (2021). Tinjauan Yuridis Berbasis Peraturan Presiden Nomor 10 Tahun 2016 Mengenai Status Dosen Pada Perguruan Tinggi Swasta yang Berubah Status Menjadi Pergurua Tinggi Negeri. *Lex Jurnalica*, 18(April).
- Purba, M. Y., Wijayati, A., & Nadapdap, B. (2024). Perlindungan Hukum Terhadap Pekerja dalam Perjanjian Kerja Waktu Tertentu (PKWT) Ditinjau dari Undang-Undang No . 6 Tahun 2023 Legal Protection for Workers in Specific Time Work Agreements (PKWT) Reviewed from Law No . 6 of 2023. *Jurnal Kolaboratif Sains*, 7(4), 1513–1520. <https://doi.org/10.56338/jks.v7i4.4767>
- Putri, E. E. (2023). Perlindungan Hukum Profesi Guru Dan Dosen Terhadap Pemberian Imbalan Yang Tidak Wajar Dalam Undang-Undang No. 14 Tahun 2005. *Bureaucracy*, 3(2), 1287–1307.
- Rachmad, F., Miarsa, D., & Romadhon, A. H. (2025). Perlindungan Hukum Bagi Pekerja PKWT Berdasarkan Uu Nomor 13 / 2003 dan UU Nomor 6 / 2023. *Jurnal Cedekia Ilmiah*, 4(2), 2638–2645.
- Riqiey, B. (2023). Urgensi Pembatasan Waktu Pengujian Perppu Oleh Mahkamah Konstitusi. *Jurist-Diction*, 6(4), 655–670.
- Rohid, D. D. (2023). Akibat Hukum Pemutusan Hubungan Kerja Secara Sepihak Bagi Guru Pada Yayasan Pendidikan Pasca Putusan MK No.91/PUU- XIX/2021 Tentang Pengujian Formil Undang-Undang No.11 Tahun 2020 Tentang Cipta Kerja Terhadap Undang-Undang Dasar 1945 (Studi Pada Yayasan. *Junto*, 5(11), 21–32. <https://doi.org/10.31289/juncto.v5i1.1519>.
- Setiawan, I. G. A., Suryawan, I. G. B., & Permatasari, I. (2022). Perlindungan Terhadap Pegawai Pemerintah Dengan Perjanjian Kerja (PPPK) Melalui Jaminan Hari Tua(JHT). *Jurnal Konstruksi Hukum*, 3(3), 498–502. <https://doi.org/10.55637/jkh.3.3.5358.498-502>.
- Siswanto, T., Winarsih, R., & Husain, M. A. (2023). Peran Serikat Pekerja Dalam Penyusunan Perjanjian Kerja Bersama (PKB) (Studi Kasus di PT. Pradipta Perkasa Makmur-Jombang). *Justicia*, 12(2), 205–222. <https://doi.org/10.32492/jj.v12i2.12205>.
- Subagio, H., & Hastangka. (2022). Tinjauan Yuridis Atas Peralihan Status Dosen Pada Perguruan Tinggi Negeri Baru (PTNB). *Jurnal Pendidikan Kewarganegaraan Undiksha*, 10(1), 454–461.
- Wiraguna, S. A., Hukum, F., Esa, U., & Jeruk, K. (2025). EKSPLORASI METODE PENELITIAN DENGAN PENDEKATAN. *Lex Jurnalica*, 22(1), 66–72.
- Yudi, P., & Surbakti, K. (2020). Perlindungan hukum hak dan kewajiban dosen terhadap intervensi yayasan pada perguruan tinggi. *Intelektiva*, 02(03), 85–91.
- Zulianto, A. I. (2023). Perlindungan Hukum Terhadap Pekerja Yang Memperoleh Upah Dibawah Upah Minimum. *Court Review: Jurnal Penelitian Hukum*, 3(05), 1–11.