



Regulation of the Right to Strike for Professional Sportsmen in Indonesian and Spanish Law Perspectives

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Abstract - The right to strike is an important aspect of labor rights for professional sportsmen, reflecting their freedom of association and the protection of their organizational rights. It thus falls upon the state to safeguard the right to strike, which may be achieved, for instance, by enacting national legislation that strikes a fair balance between the interests of professional sportsmen and those of their employers. In light of the above, the present study focuses on the examination of the regulation of the right to strike for professional sportsmen in the context of Indonesian and Spanish laws. In this research, the author employs a normative legal research method with a statute approach and a comparative approach. The findings of this research demonstrate that the regulation of the right to strike for professional sportsmen in Indonesian and Spanish law exhibits notable differences. The right to strike is specifically regulated in Spain by the Ley 39/2022, De 30 De Diciembre, Del deporte (Spanish Sports Act). The legislation explicitly recognises the right of professional sportsmen to engage in industrial action. It is regrettable that the legislation does not prescribe the procedures that must be followed in the event of an industrial action. In contrast, the Indonesian legal framework does not specifically address the right to strike in the context of sports. Consequently, the regulations pertaining to industrial actions applicable to professional sportsmen are those set forth in the Indonesian labour law, which delineates the procedural aspects of strike implementation.

Keywords: Strike Action; Professional Sportsman; Indonesian and Spanish Laws.

I. INTRODUCTION

The rights and obligations of workers in an employment relationship are traditionally governed by legal frameworks that ensure fairness and balance between employers and employees. However, when this balance is disrupted, workers may resort to industrial action, including strikes, to advocate for their rights. This issue becomes particularly relevant in the context of professional sports, where athletes are bound by employment agreements but often face challenges in exercising their rights. Maintenance of human life is contingent upon the fulfilment of a number of needs. In order to satisfy their needs, humans are compelled to engage in work. The term work can be defined as a movement of the body and mind of an individual or group of individuals, undertaken with the objective of maintaining physical and spiritual survival, (Djumadi, 1992).

In terms of society, the meaning of work is the production of goods or services to satisfy the needs of society. It is therefore evident that work is an inherent aspect of human existence, and a fundamental requirement for the maintenance of life.

An individual engaged in gainful employment may be classified into two distinct categories:

- a. self-employed individuals who undertake work for their own benefit, and

- b. those who are employed by another party and whose remuneration is contingent upon the completion of tasks assigned by their employer. In this latter category, the results of the work are not for the benefit of the individual worker, but rather for the benefit of the employer and/or other parties.

Any work undertaken in the context of an employment relationship must be preceded by the conclusion of an employment agreement. The employment relationship, as a tangible manifestation of the employment agreement, should delineate the respective positions of the parties involved. This will essentially comprise a description of the rights and obligations of employers towards workers in a reciprocal manner. The concept of legal relations according to Law Number 13 of 2003 concerning Employment consists of several models, namely in the form of work agreements. The concept of legal relations between workers/laborers and employers must fulfill the elements of work, orders and wages, (Khairani & Gettari, 2023). The employment agreement serves as a legal framework for all parties engaged in an employment relationship. To illustrate, in the context of Indonesia, professional sportsmen are required to enter into a work agreement in accordance with Article 57 of the Indonesian Government Regulation Number 16 of 2007 concerning the Implementation of Sports. Consequently, in practice, professional sportsmen enter into a work agreement with their employer.

In the view of Gordon W. Brown and Paul A. Sukys, the work carried out by professional sportsmen is classified as a service. The term "services" is used to describe the achievements provided by professional sportsmen. Conversely, the remuneration paid by the club to the player in return for services rendered to the club, (Sumadi, 2016) constitutes a contra achievement that must be provided by the employer. The employment agreement between the professional sportsman and the employer represents the occurrence of a legal event, that is to say the law of the agreement. The parties to the agreement are obliged to perform the rights and obligations set out therein in a manner that would be expected of them if they were obeying the law. This is commonly referred to as the principle of *pacta sunt servanda*, which is regulated in Article 1338, paragraph (1) of the Indonesian Civil Code.

In practice, the terms of the employment agreement between the parties involved are not always honoured. One of the parties to the agreement fails to fulfil the obligations set out in the contract. To illustrate, one of the parties in question fails to fulfil the obligations set forth in the employment agreement between the Kalteng Putra Club and professional football players. In this instance, the Kalteng Putra club was in arrears with regard to the payment of players' wages in the Indonesian League 2 competition. The professional football players experienced a delay in the payment of their wages, which occurred over a period of one to two months. As a consequence of the club's failure to fulfil the players' rights, a dispute arose regarding these rights. The dispute prompted the Kalteng Putra players to engage in industrial action by refusing to attend the match against the PSCS Cilacap club. Consequently, the Kalteng Putra club was declared to have lost the match by walkover.

The Kalteng Putra club expressed discontent with the players' industrial action, prompting the club to notify the authorities of the players' actions. Additionally, instances of industrial action by professional sportsmen have been observed in Spain, in addition to Indonesia. In the initial stages of the 2023/2024 season, several sportsmen participating in Liga F initiated a work stoppage during the opening two matches. The strike commenced subsequent to the failure to reach an agreement on the minimum salary. In examining the two strike cases that occurred in Indonesia and Spain, it becomes evident that there are notable differences in the manner in which employers respond to the industrial actions of professional sportsmen. In Indonesia, when professional sportsmen initiated industrial action, their employers did not directly accommodate the demands of the workers. Instead, they took legal action by reporting the actions of professional football players who went on strike to the police. In contrast, in Spain, negotiations related to the minimum salary of players were conducted in an orderly manner.

A work strike is basically an 'agreement' by a group of workers to stop work or withdraw their members from working for a while, (Santoso, 2011). Industrial action is a fundamental right of workers and laborers across the globe. It constitutes a form Regarding the protection

of the right to participate in organizational activities and the freedom of association, (Farianto, 2014). Two of the ILO's supervisory bodies, the Committee on Freedom of Association and the Committee of Experts on the Application of Conventions and Recommendations, have interpreted the provisions of Convention No. 87, specifically articles 35 and 106, to recognize the right to strike as a fundamental right within the framework of ILO standards. Both Committees' interpretations are predicated on the notion that the ILO's members are obligated to uphold and preserve the independence of employers' and workers' organizations that seek to safeguard and further the interests of their constituents, as stated in these articles.

There are two types of restrictions on strikes: substantive and procedural. The first applies to certain types of civil servants. The second, equally important, restriction on the right to suspend essential services is that it would endanger the (Brudney, 2020). The right to strike under Convention 87 has been subject to procedural requirements. Numerous countries have legislation requiring advance notice of strikes to be submitted to administrative authorities or the employers. National laws also specify cooling off periods and/or mandatory conciliation and arbitration procedures before a strike can be called. The ILO supervisory committees consider such procedural conditions to be compatible with the Convention as long as their goal is to assist negotiation and they are not so complicated or slow that a valid strike becomes impossible in practice or loses its efficacy. The right to strike has been universally accepted by ILO member states during the ratification process. The ICCPR has 168 parties, including 163 ILO members, (Frey, 2017).

Industrial actions are actions taken by professional sportsmen to redress the imbalance in their position relative to other stakeholders. The position of workers is inherently weaker than that of employers, given the inherent imbalance of power in an employment agreement. Employers tend to have greater power, while workers as job seekers tend to accept the conditions set by the employer, (Linda & Lie, 2024) In a traditional employment relationship, one party, the worker, is bound to the terms of the agreement and works under the direction of the other party, the employer. It thus falls upon the state to safeguard the right to strike, which may be achieved, for instance, by enacting national legislation that establishes a more balanced footing for professional sportsmen and their employers. In light of the aforementioned factual background, it is crucial and pertinent to examine the regulation of the right to strike for professional sportsmen in Indonesia and to compare it with the regulation of the right to strike for professional sportsmen in Spain.

II. METHOD

The methodology employed in this study is that of normative legal research. Normative legal research, also known as doctrinal legal research, can be interpreted simply as research that asks what the law is in a particular jurisdiction. Researchers in this case attempt to collect and then analyze the law, along with relevant legal norms, (Tan, 2021) Normative research is called doctrinal legal research and is conceptualized as what is written in statutory regulations (law in books) or as rules or norms which are benchmarks for human behavior that is considered appropriate, (Mangaraja Manurung et.al, 2022). Normative legal research essentially examines the law, conceptualised as norms or rules that apply in society and become a reference for all forms of behavior, (Ishaq, 2017).

In accordance with the definitions provided by Soekanto and Mamudji, normative legal research is defined as legal research conducted through the examination of library materials or secondary data. There are two approaches used in this research: the statute approach and the comparative approach. The legal materials used in the research were collected by employing library research, (Hakim et al., 2023), in addition to online research, (Ridha et al., 2024), which entailed the pursuit of legal materials via the Internet. A review of the literature was undertaken in order to obtain primary, secondary and tertiary legal materials. The primary legal materials were collected by means of a systematic identification and compilation of legal materials that have authority in the form of laws and regulations related to the research issues. Secondary legal materials were gathered by identifying relevant books, journals, and other secondary legal sources in order to obtain legal theories and concepts that support the

research. The legal materials obtained through library research and online searches are then subjected to interpretation analysis, or legal interpretation.

III. RESULT AND DISCUSSION

a. The Right to Strike for Professional Sportsmen in Spain

The United Nations Educational, Scientific and Cultural Organization (UNESCO) defines sports as a physical activity in the form of a game that involves competing against the elements of nature, other people or oneself. The practice of sports has been observed in nearly every region of the globe and throughout much of recorded history. Those inhabiting snow-covered regions will develop sports that utilise the snow as a medium. The advent of beach volleyball in coastal areas is an example of how sports evolve in response to the natural environment, and this is due to the adaptive nature of sport. The diverse branches of sports, shaped by the specific needs and circumstances of each community's living environment, have become an integral aspect of life for people across the globe. The elevated level of public interest in sports has precipitated a paradigm shift in the perception of sports, evolving it from a mere physical activity for the purpose of maintaining health to a lucrative economic enterprise. This transformation has given rise to the emergence of a sports business industry.

Transformation of sport into a commercial enterprise has occurred in numerous regions across the globe, including Spain. In 1927, Madrid resident Don Santiago undertook the initiative of taking the Real Madrid team to a tournament in the United States. The tournament proved to be a lucrative venture, prompting the Real Madrid players to enter into contractual agreements as paid professionals, (Husdarta & Ridwan, 2019). This event marked the advent of professional football in Europe. The emergence of professional football is indicative of the evolution of professionalism in the realm of sports, whereby sportsmen engage in competitive activities for financial compensation.

An individual engaged in sporting activities for the purpose of generating income for their livelihood is referred to as a professional sportsman. Professional sportsmen and women possess a unique set of skills that are developed through continuous education and training at the amateur level. They are also required to meet specific labour and medical provisions in order to maintain their professional status. Once the requisite criteria for becoming a professional sportsman or woman have been met, a sportsman or woman may then be professionally contracted by an employer. The employment contract is best understood as a tool that links the supply of labor and the organization of work to manage long-term economic risk and limit the legal power of the employer. In the employment contract, employees agree to accept formal notice of their employment, often in exchange for economic security and career advancement. Fundamental to this employment relationship, therefore, is the idea that employees must be diligent, loyal, and obedient, in pursuing the interests of their employer, (Jonson et al., 2013)

A work agreement between a professional sportsman and an employer entails the fulfilment of rights and obligations on the part of both parties. In general, the rights of professional sportsmen and women include the following:

- a. The right to equal treatment
- b. The right to develop professional competence through training
- c. The right to a decent income

In addition to their rights, professional sportsmen are also obligated to fulfil certain responsibilities when entering into a contractual agreement with an employer. Examining a specific example of a sports contract, the obligations of professional sportsmen can be outlined as follows:

- a. Attend all training sessions and club team meetings.
- b. Obey all reasonable instructions from the senior coach, president, and secretary of the club.
- c. Participate in all football matches in which they are selected to play, unless deemed unfit by a qualified medical practitioner.

- d. Comply with all reasonable requirements of the club pertaining to match preparation, attendance at social events, behaviour, and dress.
- e. Refrain from playing or training for Australian football with any other club or team (except a Victoria representative team or league representative team) without first obtaining the written consent of the club.
- f. Take all reasonable measures to maintain optimal physical condition to provide the most efficient service to the club, including undergoing medical fitness tests and examinations as required by the club.
- g. Maintain membership in a recognised hospital and medical benefits fund that provides coverage for hospital, medical, dental benefits, and includes ambulance subscriptions.
- h. Avoid engaging in any hazardous activity which, in the club's opinion, may affect the player's ability to fulfil their contractual duties without first obtaining the written consent of the club.
- i. During league matches, wear only playing attire that is approved or prescribed by the league and not in conflict with the club's regulations.
- j. Refrain from commenting on matters that the club has indicated players should not discuss publicly.

Nevertheless, the legal rights and obligations of professional sportsmen in different countries are subject to variation, in accordance with the stipulations set forth in the legislation of each respective country.

In Spain, the rights and obligations of professional sportsmen are legally codified in the Ley 39/2022, de 30 de diciembre, del deporte (Law 39/2022, dated 30 December, on Sport). The Spanish Sports Law encompasses the regulation of all matters pertaining to the domain of sports. One of the areas covered by Ley 39/2022, de 30 de diciembre, del deporte is the right to strike for professional sportsmen. Professional sportsmen or sportsmen in Spain are afforded specific rights as professional sportsmen or sportsmen, which are outlined in Article 27, stating:

- 1) Las personas deportistas profesionales tendrán, entre otros, los siguientes derechos, de conformidad con la normativa específica que resulte de aplicación:
 - a) A una carrera deportiva conforme a sus potencialidades.
 - b) A recibir un tratamiento fiscal específico adaptado a la duración de su carrera profesional y a los ingresos generados durante la misma.
 - c) A la conciliación en su vida familiar, académica y profesional, estableciéndose los correspondientes acuerdos con centros de estudio para garantizar la carrera dual.
 - d) A la defensa de sus derechos ante la jurisdicción ordinaria.
 - e) Al reconocimiento de medidas de especial protección en su derecho a la maternidad y paternidad a las que se refiere el apartado 7 del artículo 4.
 - f) A nombrar personas que representen sus intereses frente a clubes y organizadores de las competiciones, pudiendo actuar en representación de asociaciones y sindicatos.
 - g) A disponer de la información sobre la respectiva modalidad o especialidad deportiva y las condiciones para su desarrollo y práctica, para lo cual las webs de las organizaciones deportivas deberán dar debida cuenta de todos los marcos normativos a tales efectos.
 - h) A la atención de la salud de forma adecuada y específica en relación a su práctica deportiva.
 - i) Al acceso a la información referida a su vinculación con cualesquiera entidades deportivas a las que pertenezcan.
 - j) A la práctica del deporte y la actividad deportiva en las condiciones más respetuosas posibles con el medio ambiente y el entorno natural y urbano.
 - k) Al reconocimiento de medidas de protección laboral específicas que permitan su reincorporación laboral cuando sus carreras deportivas finalizan.
- 2) Además, son derechos específicos de las personas deportistas a que se refiere el artículo 21.1 de esta ley: la negociación colectiva, la huelga y la rescisión unilateral de su relación

laboral cuando exista incumplimiento grave y culpable de la entidad deportiva a que pertenezca.

(free translation:

Article 27 on professional sportsmen' rights.

1. Professional sportsmen are entitled to certain rights in accordance with the stipulations set forth in the relevant regulations. These include:
 - a) The right to pursue a sporting career that is commensurate with their potential.
 - b) The right to special tax treatment that is adapted to the period of professional labour and the income generated during it.
 - c) The right to establish appropriate agreements with study centres to guarantee their dual career, thereby ensuring reconciliation between their family, academic and professional lives.
 - d) The right to legal counsel in the defence of their rights before ordinary courts.
 - e) The right to special protection measures in their right to maternity and paternity, as referenced in section 7 of article 4.
 - f) The right to a designated representative advocating on their behalf before clubs and competition organisers, where they are able to act on behalf of associations and trade unions.
 - g) The right to information on the respective sport modality or speciality and the conditions for its development and practice, with the understanding that the website of the sports organisation must take into account all regulatory frameworks for that purpose.
 - h) The right to adequate and specialised health care in connection with the practice of their sport.
 - i) The right to access information referring to their relationship with any sports entity in which they participate.
 - j) The right to practice sports and sporting activities in the most respectful conditions possible with the surrounding environment, natural and urban environment.
 - k) The right to the recognition of certain labour protection measures that facilitate their reintegration into the workforce following the conclusion of their sporting career.
2. Furthermore, the specific rights of sportsmen as outlined in Article 21.1 of this legislation pertain to the rights of collective bargaining, strike action and unilateral termination of employment in instances of serious and culpable misconduct on the part of the sporting entity to which they belong.)

One of the rights afforded to professional sportsmen is the right to strike, which is delineated in Article 27, paragraph (2) of the aforementioned Spanish Sports Act. The regulation of the right to strike specifically for professional athletes in Spain is a fulfillment of the constitutional rights of Spanish citizens. This is because since 1978 in Spain there has been an explicit constitutionalization of the right to strike as a form of recognition and appreciation for the role played by workers, (Hepple, 2010) The right to strike provides legal certainty for professional sportsmen in the event of a dispute with their employer or in the event that their rights have not been fulfilled. In the event that these rights have not been fulfilled, professional sportsmen are legally entitled to pursue their rights without impediment.

The right to strike as a special right for professional sportsmen, as stipulated in the Spanish Sports Law, has been able to be applied properly, as evidenced by the strike action carried out by Liga F players. The dispute originated from the players' perceived lack of justice regarding the minimum salary. However, following the strike action, negotiations were initiated, culminating in an agreement on the minimum salary between the Spanish Football Players Association (AFE) and Liga F. Upon reaching an accord on the minimum salary, the players ceased the strike action. This illustrates that the legal system in Spain is capable of establishing order. In essence, the function of the law is to regulate society, ensuring the fair and equitable resolution of competing interests through the provision of legal guarantees pertaining to justice and legal certainty. These guarantees extend to a range of legal rights, privileges, functions, duties, statuses, and dispositions pertinent to various aspects of life.

regard to the right to strike, the Spanish Sports Act has been able to demonstrate its function as a means of regulating society, thereby providing justice and legal certainty.

The Regulation of the Right to Strike for Professional Sportsmen in Indonesia

In accordance with the principles of the rule of law, the Indonesian state requires that all actions undertaken by members of society must be conducted in a manner that is consistent with the provisions set forth in applicable laws and regulations. The regulation of sports as an aspect of Indonesian society is also addressed in the Indonesian legal system, specifically in Law Number 11 of 2022 concerning Sports. The legislation addresses a number of issues pertaining to the field of sports, including the status of professional sportsmen. The necessity for specific provisions in the Sports Law arises from the fact that professional sportsmen are a profession that possesses distinctive characteristics that differentiate them from other forms of work. The term profession is not synonymous with work. A profession is a more specialized occupation that entails adherence to specific rules and mechanisms, such as the possession of requisite skills, affiliation with a professional association, engagement with a professional organization, involvement in a professional group, and completion of institutional training, (Hambali et al., 2021)

The term professional sportsman is used to describe an individual who has demonstrated the requisite characteristics associated with a particular profession. In light of the aforementioned, the Indonesian Sports Law establishes specific privileges for professional sportsmen that diverge from those afforded to workers in general. These rights are adjusted to the needs of professional sportsmen as stipulated in Article 59, paragraph (3) of the Sports Law, which includes the following:

- a. Professional sportsmen are accompanied by managers, coaches, health workers, psychologists, legal experts, and other experts as needed;
- b. Professional sportsmen participate in championships at all levels in accordance with the provisions;
- c. Professional sportsmen receive coaching and development from the Parent Sports Branch Organisation, Professional Sports Organisation, or Functional Sports Organisation; and
- d. Professional sportsmen receive a decent income in accordance with the standards set by the professional sports branch.

These four rights are specific to professional sportsmen and are enshrined in legislation. In contrast with Ley 39/2022, de 30 de diciembre, del deporte (Spanish Sports Law), the Indonesian Sports Law does not explicitly stipulate that professional sportsmen or women are entitled to engage in industrial action. In the absence of specific provisions on strikes in the Sports Law, the regulation of the right to strike for professional sportsmen or women is to be found in the more general provisions related to the regulation of labour rights.

The legal framework governing workers' rights is primarily set forth in Indonesian Law Number 13 Year 2003 on Labour. Article 1, point 23 of the law defines a strike as an action undertaken by workers or labourers in collaboration with trade unions or labour unions, with the objective of halting or decelerating work. Moreover, Article 137 stipulates that strikes are a fundamental right of workers and trade unions, and that they are to be conducted in a lawful, orderly, and peaceful manner as a result of the failure of negotiations. In accordance with the stipulations set forth in Article 137, workers who intend to engage in a strike action are not immediately entitled to exercise their rights. However, they are still obliged to fulfil certain obligations. In order to conduct a strike, workers are required to fulfil the strike mechanism as stipulated in Article 140 of the Labour Law, which states the following:

- a. A minimum of seven working days must elapse before the implementation of a strike. During this period, workers/labourers and trade unions/labour unions are obliged to provide written notice to employers and the agency responsible for the local manpower sector.
- b. The notification as referenced in paragraph (1) must include, at a minimum, the following information:
 - a) The time (day, date, and hour) the strike commences and concludes.

- b) The location of the strike.
 - c) The rationale and justification for the strike.
 - d) The signatures of the chairman and secretary and/or the respective chairman and secretary of the trade union/labour union, acting in their capacity as the individual responsible for overseeing the strike.
- c. In the event that a strike is to be carried out by workers/labourers who are not members of a trade union/labour union, the aforementioned notification shall be signed by a representative of the workers/labourers appointed as the coordinator and/or person in charge of the strike.
- d. In the event that a strike is not carried out as referred to in paragraph (1), then in order to safeguard the means of production and company assets, the employer may implement provisional measures, including:
- 1. prohibiting striking workers/labourers from accessing the location of production process activities; or
 - 2. prohibiting the striking workers/labourers from entering the company premises, should this be deemed necessary.

The strike mechanism is additionally governed by the stipulations set forth in Article 141, which states that:

- a. Government agencies and companies that have been served with strike notification letters in accordance with the provisions set forth in Article 140 are required to acknowledge receipt thereof.
- b. Prior to and throughout the course of a strike, the agency with responsibility for labour matters is obliged to address the root cause of the dispute by convening and negotiating with the parties involved.
- c. In the event that the negotiations referred to in paragraph (2) result in an agreement, a collective agreement must be drawn up and signed by the parties involved, as well as by an employee of the agency responsible for human resources acting as a witness.
- d. In the event that the negotiations as referred to in paragraph (2) do not result in an agreement, the official from the agency responsible for manpower shall immediately refer the matter causing the strike to the competent industrial relations dispute settlement institution.
- e. In the event that the aforementioned negotiations do not result in an agreement, the strike may be continued, temporarily suspended, or terminated entirely, in accordance with the terms of the collective bargaining agreement and the relevant legislation.

In light of these stipulations, it becomes evident that the Labour Law imposes a greater number of obligations on workers who are either considering or engaged in a strike action. This, in turn, serves to render the exercise of the right to strike itself a challenging endeavor, (Hernawan, 2013). The stipulations pertaining to the obligations associated with the implementation of a strike, as outlined in Article 137 and Article 140, also extend to professional sportsmen. This is due to the fact that the Sports Law, which is a distinct regulatory framework, does not address the issue of the right to strike. In accordance with the stipulations set forth in Article 137, Article 140, and Article 141, professional sportsmen are obliged to fulfil the following conditions in order to exercise their right to strike:

- a. Professional sportsmen who engage in industrial action must do so in accordance with the relevant legislation, in an orderly and peaceful manner. A strike is considered legal when it is conducted in accordance with the procedures set forth in Article 140 of the Labour Law. This article stipulates that, at least seven days prior to initiating a strike, workers must provide written notification to their employer and the local labour agency. Therefore, for professional sportsmen to engage in a legal strike, they must adhere to these established guidelines.
- b. The decision to strike by professional sportsmen is typically the result of unsuccessful negotiations. This is governed by the stipulations set forth in Article 137, paragraph (1), of the Labour Law. Moreover, the commentary on Article 137 elucidates that the term “failure of negotiations” signifies the inability to reach an accord regarding the resolution of

industrial relations disputes. This may be attributed to the employer's reluctance to engage in negotiations or the impasse reached during such discussions. In light of the aforementioned explanation, it can be posited that there are two conditions that must be met for a strike to be deemed legal: firstly, that negotiations must have been carried out, and secondly, that they must have been unsuccessful. Additionally, it is necessary for there to be an absence of willingness on the part of the employer to engage in negotiations.

Obligations incumbent upon professional sportsmen in the event of a strike render it challenging for them to pursue a legal strike. This is due to the fact that the mechanism for resolving sports disputes is distinct from that employed for resolving labour disputes. The settlement of disputes is governed by Article 102 of the Sports Law, which stipulates the following:

- a. Resolution of sporting disputes is sought through the process of deliberation and consensus conducted by the Parent Sports Branch Organisation.
- b. In the event that the aforementioned deliberation and consensus is not reached, the parties to the dispute shall make a written agreement regarding the dispute resolution to be chosen.
- c. The aforementioned dispute resolution, as outlined in paragraph (2), shall be conducted through one of the following methods:
 - 1) mediation;
 - 2) conciliation; or
 - 3) arbitration.
- d. In the event that the parties to the dispute elect to pursue mediation and conciliation as outlined in paragraph (3), letters a and b, they may request assistance from the Central Government and/or Regional Government to facilitate the aforementioned processes.
- e. The resolution of disputes as outlined in paragraph (3), item c, is conducted by a single, independent sports arbitration body. The decisions rendered by this body are final and binding, and its formation is based on the principles set forth in the Olympic Charter.
- f. The Central Government shall facilitate the establishment of the Sports Arbitration Body, as referenced in paragraph (5), in accordance with the stipulations set forth in the pertinent legislation and regulations.

In accordance with the stipulations set forth in Article 102 of the Sports Law, it can be inferred that the involvement of the central government and/or local government in the resolution of sports-related disputes is discretionary. This is evident from the use of the term "may" in Article 104, paragraph (1), which indicates that such involvement is not obligatory. Furthermore, in the resolution of sports-related disputes through arbitration bodies, the arbitration bodies in question must be specifically constituted for the purpose of addressing such matters.

In the event that a dispute within the realm of sports cannot be resolved through the processes of mediation and conciliation, it must be referred to a sports arbitration institution for resolution. Therefore, the stipulations set forth in Article 141, paragraph (4) of the Labour Law, which dictate that in the event that negotiations fail to yield an agreement, the underlying issue that precipitated the strike is referred to the duly designated industrial relations dispute resolution institution, are inapplicable in the context of strikes undertaken by professional sportsmen. This is due to the fact that, in accordance with the stipulations set forth in Article 102 of the Sports Law, the entity responsible for the resolution of sports-related disputes is a sports arbitration institution.

In Indonesia, professional sportsmen have engaged in industrial action. The industrial action was undertaken by professional football players who were contracted to the Kalteng Putra Club. This case has its origins in a dispute over rights between the club and professional football players, which was precipitated by delays in the payment of players' wages for a period of between one and two months. In order to secure their rights, 29 professional football players initiated negotiations with the club. However, the club did not respond to these efforts until the players ultimately resorted to strike action by abstaining from the football matches in which they were scheduled to participate.

The industrial action taken by the professional football players was not conducted in accordance with the procedures set forth in the Labor Law, and thus did not meet the legal requirements for a strike. The resolution of this unlawful strike was not conducted by the relevant employment agency, but instead by the Indonesian Football Association (PSSI), which represents the interests of the Indonesian football league, based on *Lex Sportiva*, which is an independent and transnational global sports law issued by several global institutions with the aim of regulating, managing, and organizing sovereign and global (world) football competitions. In this situation, FIFA as the parent organization of world football, there is *lex sportiva* as a manifestation of the FIFA legal system which is tasked with resolving and implementing disputes in professional football competitions comprehensively

In light of the aforementioned, it can be concluded that the regulation of strikes for professional sportsmen in Indonesia has not provided legal certainty. The lack of clarity on the regulation of strikes for professional sportsmen is a consequence of the absence of a dedicated mechanism for their implementation. Conversely, the strike mechanism set forth in the Labour Law is inapplicable when applied to strikes conducted by professional sportsmen, given the existence of a distinct dispute resolution institution within the realm of sports, which diverges from the typical framework governing labour relations.

IV. CONCLUSION

The regulation regarding strike rights for professional sportsmen in Indonesian and Spanish law differs significantly. The right to strike in Spain is specifically regulated in the Spanish sports act (*Ley 39/2022, de 30 de diciembre, del deporte*). The legislation stipulates that Spanish professional sportsmen are entitled to engage in industrial action, yet it does not prescribe the specific procedures that must be followed in the event of a strike. In contrast, the Indonesian sports act does not specifically regulate the right to strike, which is a special regulation that applies to professional sportsmen. Consequently, the strike provision applicable to professional sportsmen is the strike regulation set forth in the labour law, which delineates the procedural framework for conducting strikes. It is regrettable that the mechanism set forth in the labour law is inapplicable to professional sportsmen. This is due to the fact that, in accordance with the provisions set forth in the Indonesian sports law, the resolution of disputes pertaining to sports is conducted through the medium of sports arbitration institutions. Nevertheless, the labour law stipulates that in the event that negotiations fail to reach an agreement, the resolution of the issue that precipitated the strike is to be referred to the competent industrial relations dispute resolution institution. Consequently, the legal framework governing strikes for professional sportsmen in Indonesia remains uncertain.

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