

The Legal Status of Professional Athletes in Indonesia: Rethinking Employment Rights, Contractual Protection, and Collective Representation

Muhammad Kurniawan Akbar*

Universitas Muhammadiyah Malang, Malang, Indonesia

kur.akbar@gmail.com

DOI: <https://doi.org/10.65815/je814y41>

Submitted: 12-07-2025

Revised: 22-09-2025; 08-12-2025

Accepted: 03-01-2026

*Corresponding Author

Abstract

Professional athletes occupy a distinctive position within the sports industry because their relationships with clubs and organizations combine employment, performance, commercial, and regulatory dimensions. Despite the professionalization of Indonesian sport, uncertainty may remain concerning the extent to which athletes are protected as workers and contractual parties. This article examines the legal status of professional athletes in Indonesia, focusing on employment rights, contractual protection, social security, and collective representation. Using normative juridical research, the study analyzes sports legislation, labor law, contractual principles, and international approaches to athlete employment. The study identifies potential gaps between the commercial expectations imposed upon professional athletes and the legal protections available to them. In particular, contractual arrangements may provide clubs with extensive control over athlete performance and career conditions while offering limited mechanisms for collective representation and bargaining. The article argues that professional athletes should receive meaningful labor and contractual protection without disregarding the distinctive characteristics of professional sport. A hybrid regulatory framework is proposed, combining labor protections with sport-specific contractual standards concerning remuneration, termination, injury, insurance, dispute resolution, and representation. Recognizing athletes as rights-bearing participants in the sports labor market would strengthen legal certainty and promote greater fairness in Indonesian professional sport.

[Atlet profesional menempati posisi yang khas dalam industri olahraga karena hubungan mereka dengan klub dan organisasi menggabungkan dimensi pekerjaan, kinerja, komersial, dan regulasi. Terlepas dari profesionalisasi olahraga Indonesia, ketidakpastian mungkin tetap ada mengenai sejauh mana atlet dilindungi sebagai pekerja dan pihak kontraktual. Artikel ini mengkaji status hukum atlet profesional di Indonesia, dengan fokus pada hak-hak ketenagakerjaan, perlindungan kontraktual, jaminan sosial, dan perwakilan

kolektif. Dengan menggunakan penelitian yuridis normatif, studi ini menganalisis undang-undang olahraga, hukum ketenagakerjaan, prinsip-prinsip kontraktual, dan pendekatan internasional terhadap ketenagakerjaan atlet. Studi ini mengidentifikasi potensi kesenjangan antara harapan komersial yang dibebankan kepada atlet profesional dan perlindungan hukum yang tersedia bagi mereka. Secara khusus, pengaturan kontraktual dapat memberikan klub kendali yang luas atas kinerja atlet dan kondisi karier sambil menawarkan mekanisme terbatas untuk perwakilan kolektif dan tawar-menawar. Artikel ini berpendapat bahwa atlet profesional harus menerima perlindungan ketenagakerjaan dan kontraktual yang berarti tanpa mengabaikan karakteristik khas olahraga profesional. Kerangka kerja regulasi hibrida diusulkan, menggabungkan perlindungan ketenagakerjaan dengan standar kontraktual khusus olahraga mengenai remunerasi, pemutusan hubungan kerja, cedera, asuransi, penyelesaian sengketa, dan perwakilan. Mengakui atlet sebagai peserta yang memiliki hak dalam pasar tenaga kerja olahraga akan memperkuat kepastian hukum dan mendorong keadilan yang lebih besar dalam olahraga profesional di Indonesia.]

Keywords: Professional athletes, sports employment, labor rights, athlete contracts, sports law

Introduction

The professionalization of sport has transformed athletic performance from a predominantly recreational or developmental activity into an increasingly complex form of economic production. Professional athletes provide labor through training, competition, media appearances, promotional activities, and other commercially valuable performances, while clubs and sports organizations exercise substantial organizational and disciplinary authority over them. This relationship creates a legal paradox. Athletes are economically productive persons whose livelihood depends upon their sporting performance, yet their legal position is frequently constructed through specialized sports regulations and private contractual arrangements rather than through ordinary employment law alone. Indonesian law has increasingly recognized sport as an organized social and economic sector through Law Number 11 of 2022 concerning Sports, while employment relationships remain governed principally by the labor-law framework originating in Law Number 13 of 2003 and subsequently modified through the Job Creation legislation. The coexistence of these regimes creates the central question of this article: whether professional athletes should be regarded principally as employees, sporting participants, independent contractors, or a legally distinctive category requiring integrated protection (Republic of Indonesia 2003; Republic of Indonesia 2022; O’Leary 2017).

The problem is not merely classificatory. Legal classification determines access to remuneration protections, social security, occupational safety, protection against arbitrary termination, freedom of association, dispute-resolution mechanisms, and effective remedies. International labor law provides an important analytical starting point because the International Labour Organization's Employment Relationship Recommendation emphasizes that employment status should be determined substantially by the facts concerning the performance and remuneration of work rather than solely by contractual labels. Relevant indicators include personal performance, organizational integration, control, instructions, specified working arrangements, and economic dependence (International Labour Organization 2006). These characteristics are highly relevant to professional sport, where athletes commonly train according to club schedules, perform personally, follow tactical and disciplinary instructions, and remain economically dependent upon a particular club. The commercial and regulatory uniqueness of sport therefore does not necessarily exclude the operation of labor law; instead, it raises the question of how general employment standards should be adapted to the distinctive structure of athletic work.

Previous Indonesian scholarship has begun addressing this problem but remains fragmented. Hatami argues that employment agreements between Indonesian football players and clubs operate simultaneously within *lex sportiva* and Indonesian contract and employment law, emphasizing the importance of understanding both regulatory systems (Hatami 2019). More recent studies have examined unpaid wages, pension protection, esports contracts, and sports dispute resolution. Safara et al. demonstrate that delayed payment of football players' wages raises issues of employment protection under Indonesian labor law, while Yustyana et al. identify weaknesses in the protection of athletes after retirement, particularly regarding pension security (Safara et al. 2024; Yustyana et al. 2024). Charomain and Gunadi further show that esports athletes may face restrictive "freeze" clauses that limit mobility and economic freedom, revealing the broader contractual vulnerability of athletes outside conventional sports (Charomain and Gunadi 2025). Recent scholarship on sports dispute resolution likewise identifies uncertainty arising from overlapping sporting and legal mechanisms (Nugroho et al. 2023).

International literature provides a broader framework for evaluating these Indonesian developments. O'Leary demonstrates that professional sport has generated distinctive labor relations involving wage regulation, player mobility, collective bargaining, salary regulation, and the interaction between national law and private sporting governance (O'Leary 2017). Feldman and Ohanesian similarly explain that professional sports have developed sophisticated collective bargaining institutions through which players and owners negotiate the distribution of economic value and workplace rights (Feldman 2017; Ohanesian 2017). McArdle emphasizes the interaction between professional athlete status, arbitration, collective bargaining, and the regulatory autonomy of sports organizations, while Blackshaw and Gardiner demonstrate that employment contracts, player mobility,

disciplinary authority, and dispute resolution constitute central dimensions of modern sports law (Blackshaw 2017; Gardiner et al. 2012; McArdle 2015). These comparative experiences demonstrate that the distinctive character of sport does not require the abandonment of labor protection. Rather, successful sports systems tend to combine mandatory employment standards with sport-specific mechanisms addressing transfer rules, competitive structures, disciplinary matters, and collective representation.

This article employs normative juridical research using statutory, conceptual, comparative, and case-oriented approaches. The statutory approach examines the 1945 Constitution, Law Number 11 of 2022 concerning Sports, Law Number 13 of 2003 concerning Manpower as amended by subsequent Job Creation legislation, Law Number 21 of 2000 concerning Trade Unions, Law Number 24 of 2011 concerning the Social Security Agency, Law Number 40 of 2004 concerning the National Social Security System, Government Regulation Number 35 of 2021, Government Regulation Number 46 of 2024, and Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The conceptual approach considers employment relationships, contractual fairness, *lex sportiva*, social security, and collective representation. The comparative approach draws upon international labor standards and professional sports models, while selected sports cases illustrate the interaction between private sporting regulation and general law. The contribution of this study lies in proposing a hybrid legal framework in which professional athletes retain the distinctive contractual and regulatory characteristics of sport while receiving enforceable minimum employment rights.

Professional Athletes as Workers within a Specialized Labor Relationship

The strongest legal argument for recognizing professional athletes as workers begins with the substance of their relationship rather than the terminology used in a contract or sports regulation. A professional athlete generally performs services personally, receives remuneration, operates within the organizational structure of a club, and is subject to instructions concerning training, competition, discipline, medical treatment, scheduling, and public conduct. These characteristics closely correspond to the indicators identified by the ILO for determining an employment relationship. The fact that the work requires exceptional physical skills or produces entertainment and commercial value does not remove its economic character as labor. Indeed, the specialized nature of athletic performance strengthens the need for legal protection because athletes possess a highly perishable form of human capital and may face substantial economic consequences from injury, deselection, or premature termination. Consequently, the proper approach is not to presume that every athlete is automatically an employee, but to establish employment status

through objective indicators of control, remuneration, integration, and dependency (International Labour Organization 2006; O’Leary 2017).

Indonesian employment law provides sufficient conceptual foundations for such an approach. Law Number 13 of 2003 regulates employment relationships, remuneration, occupational safety and health, working time, termination, and worker welfare, while the post-Job Creation framework continues to regulate contractual employment relationships and termination through a combination of statutory and regulatory instruments. Government Regulation Number 35 of 2021 specifically regulates fixed-term employment agreements, outsourcing, working time, rest periods, and termination. Professional sport frequently involves contracts limited by seasons, competitions, performance periods, or organizational cycles, making fixed-term employment particularly relevant. However, the temporary character of an athlete’s contract should not become a legal mechanism for avoiding mandatory employment protections. A club should not be able to characterize an athlete as a “professional participant” merely to avoid wage, social-security, safety, or termination obligations when the underlying relationship satisfies the substantive characteristics of employment (Republic of Indonesia 2003; Republic of Indonesia 2021; Republic of Indonesia 2023).

Law Number 11 of 2022 concerning Sports reinforces rather than displaces this conclusion. The statute establishes a comprehensive national sports framework and recognizes the importance of athletes’ welfare, social guarantees, and legal protection. Its regulatory structure demonstrates that athletes are not merely objects of sporting administration but participants whose interests require legal recognition. Government Regulation Number 46 of 2024, which replaced Government Regulation Number 16 of 2007, further develops the institutional architecture of Indonesian sport. Nevertheless, the sports regime does not constitute a complete substitute for labor law. Sports legislation establishes the institutional and sectoral framework within which sporting activity occurs, whereas labor law provides minimum standards for economic relationships involving work. Treating the Sports Law as an exclusive code would risk creating a regulatory gap precisely where athletes are most vulnerable. The better interpretation is complementary: sports law regulates the specific characteristics of athletic activity, while employment law supplies mandatory protections whenever the factual relationship qualifies as employment (Republic of Indonesia 2022; Republic of Indonesia 2024).

Contractual Protection, Remuneration, Injury, and Termination

The employment contract is the principal legal instrument through which the relationship between an athlete and a club becomes operational. Under Indonesian private law, contractual validity and binding force depend upon general principles of agreement, good faith, and lawful contractual purpose. Yet the formal existence of a written contract does not necessarily establish substantive fairness. Professional athletes frequently negotiate from a structurally weaker position because clubs

control access to competition, training facilities, registration, medical resources, and career opportunities. The inequality is intensified for young athletes and athletes whose careers depend upon short competitive windows. Consequently, contractual autonomy must be understood within the limits imposed by mandatory labor protections and public policy. The principle of freedom of contract cannot reasonably be interpreted as permitting the waiver of statutory rights concerning wages, safety, social security, or fundamental freedom of association. In this context, contractual freedom should function as a mechanism for tailoring legitimate sporting arrangements rather than as an instrument for transferring virtually all career risks to athletes (Blackshaw 2017; Gardiner et al. 2012; Hatami 2019).

Remuneration constitutes the clearest area in which contractual and employment protection intersect. Professional athletes depend upon timely payment not simply as compensation for past performance but as the economic foundation of their careers. Delayed salaries can affect housing, family welfare, medical treatment, taxation, and future employment opportunities. Indonesian scholarship has documented the recurring problem of unpaid or delayed football wages and has connected such disputes to employment-law principles (Safara et al. 2024). A sport-specific contractual framework should therefore require clear provisions on basic salary, bonuses, appearance payments, prize money, deductions, payment dates, tax responsibilities, and consequences of late payment. The contract should also distinguish between legitimate sporting sanctions and unlawful financial penalties. A club's disciplinary authority may be necessary for maintaining sporting order, but financial sanctions should remain proportionate, transparent, reviewable, and consistent with mandatory employment law. Such standardization would reduce disputes while strengthening the bargaining position of athletes without eliminating legitimate managerial authority (Safara et al. 2024; O'Leary 2017; James 2017).

Injury and career interruption require even greater attention because athletic labor exposes workers to unusually high physical risks. A professional athlete may lose the ability to earn income precisely because of an injury sustained while performing contractual duties. Ordinary employment protection concerning occupational safety and social security is therefore particularly relevant, but the sports context requires additional contractual mechanisms. Contracts should specify medical treatment, rehabilitation, insurance coverage, salary continuation during injury, independent medical assessment, return-to-play procedures, and the consequences of long-term incapacity. Social-security legislation provides a general foundation through the National Social Security System and the Social Security Agency framework, but the distinctive risks of elite sport justify supplementary contractual protection. The problem becomes especially significant after retirement because athletic careers are generally shorter than conventional employment careers. Yustyana et al. demonstrate that Indonesian athletes may experience inadequate protection after leaving competitive sport, indicating that

welfare policy should not focus exclusively on the period of active performance (Republic of Indonesia 2004; Republic of Indonesia 2011; Yustyana et al. 2024).

Termination represents another point at which sporting autonomy can collide with employment protection. Clubs legitimately require flexibility because performance, team composition, competition rules, financial conditions, and coaching strategies change rapidly. Nevertheless, the unique nature of sport does not justify arbitrary termination. A legally adequate contractual framework should distinguish termination for sporting reasons, disciplinary reasons, medical incapacity, financial restructuring, mutual agreement, and material breach. Each ground should carry identifiable procedural requirements and consequences. International football regulation illustrates the importance of contractual stability by providing specialized rules governing employment relationships and contractual disputes between clubs and players. FIFA's Football Tribunal, particularly its Dispute Resolution Chamber, exercises jurisdiction over certain international employment-related disputes between players and clubs. This demonstrates that professional sport can maintain specialized regulatory mechanisms while still treating contractual stability as a central legal value. Indonesia can adopt the same principle domestically by developing standardized athlete contracts that integrate employment law with sport-specific rules rather than allowing unilateral sporting power to dominate contractual relationships (Blackshaw 2017; FIFA 2025). football-technology.

Social Security and the Economic Vulnerability of Athletic Careers

Social security is particularly important for professional athletes because the economic value of athletic labor is highly dependent upon physical capacity and relatively short career duration. Unlike many occupations, professional sport may involve a sharp decline in earning capacity after a relatively brief period of peak performance. Injury, illness, deselection, aging, and retirement can therefore produce sudden economic vulnerability. Indonesian constitutional principles and the National Social Security System recognize social security as part of the broader obligation to protect human welfare, while Law Number 24 of 2011 establishes the institutional structure of social-security administration. The Sports Law also places athlete welfare within the national sports policy framework. The challenge is therefore not the absence of a normative basis but the integration of these frameworks into the actual contractual relationship between athlete and club. A professional athlete should not have to choose between sporting employment and access to ordinary social-security protection merely because the industry uses specialized contractual terminology (Republic of Indonesia 2004; Republic of Indonesia 2011; Republic of Indonesia 2022).

The social-security question also reveals the limitations of an exclusively individual contractual approach. An athlete may negotiate a high salary but still remain inadequately protected against long-term disability, unemployment, or

retirement. High remuneration cannot substitute for institutional protection because the risks involved are not always insurable through ordinary private bargaining, particularly where the athlete has limited bargaining power. The UDHR recognizes rights to social security, work, fair and favorable working conditions, and protection against unemployment, while the ICESCR links the right to work with fair working conditions and the collective rights necessary to protect workers' interests. These instruments do not prescribe a particular Indonesian sports contract, but they establish a normative principle: participation in an economically valuable profession should not result in exclusion from fundamental social and labor protections (United Nations 1948; United Nations 1966). The Indonesian sports sector should therefore develop mechanisms ensuring that clubs properly register eligible athletes in relevant social-security schemes and supplement statutory coverage through sport-specific insurance where occupational risks exceed ordinary employment risks.

Retirement protection deserves particular emphasis because the athlete's labor market differs fundamentally from ordinary employment. An athlete may accumulate substantial public or commercial value for a club and for national sport while possessing limited transferable employment skills outside sport. The end of a playing career may therefore constitute a form of structural labor-market displacement. Yustyana et al. argue that existing Indonesian law does not yet provide sufficiently specific protection for athletes after retirement, notwithstanding their contribution to national sporting achievements (Yustyana et al. 2024). This problem suggests that sports policy should incorporate career-transition programs, pension contributions, education, vocational training, and post-career health support. Such mechanisms need not transform athletes into public employees or create unlimited state obligations. Rather, they would distribute career risks among athletes, clubs, sports organizations, and the state according to their respective roles in generating and benefiting from sporting activity. A mature professional sports industry should recognize that athlete welfare extends beyond the final contractual match and includes the sustainability of life after competitive sport.

Collective Representation, Lex Sportiva, and Dispute Resolution

Individual contractual bargaining is insufficient where athletes negotiate against organizations possessing substantially greater economic and institutional power. Collective representation can correct this imbalance by enabling athletes to negotiate wages, working conditions, disciplinary procedures, insurance, scheduling, transfer rules, and retirement arrangements collectively. The right to form and join trade unions is recognized internationally, while Indonesian Law Number 21 of 2000 provides a domestic legal foundation for worker organization. The challenge is that professional sport has historically relied on associations established within sporting structures rather than conventional trade unions. Such organizations may represent athletes, but their legal authority to negotiate binding

employment standards may remain uncertain. International professional sports demonstrate that collective bargaining can coexist with sport-specific regulation. O'Leary, Feldman, and Ohanesian show that player associations and collective bargaining agreements have become central mechanisms for distributing economic power between athletes and clubs or leagues (O'Leary 2017; Feldman 2017; Ohanesian 2017).

The development of collective representation in Indonesia should not simply reproduce the North American model, because Indonesian sports governance operates within a different institutional and legal environment. Nevertheless, the underlying principle remains transferable: athletes should possess an organized voice in decisions directly affecting their economic and professional interests. Collective representation could take the form of athlete associations, recognized trade unions, or hybrid representative bodies, provided that they possess genuine independence from clubs and governing bodies. The ILO's freedom-of-association framework supports the principle that workers should be able to establish organizations capable of protecting their occupational interests. The significance of representation becomes even greater where private sports organizations possess regulatory authority over registration, discipline, transfer, eligibility, and competition. Without meaningful representation, athletes may be subject simultaneously to the employer's managerial power and the federation's regulatory power, creating a structural concentration of authority. Collective representation can therefore serve as an institutional counterweight rather than merely a mechanism for negotiating higher wages (International Labour Organization 1948; International Labour Organization 1949; Dunning 1998).

Lex sportiva should consequently be understood as complementary to, rather than superior to, mandatory national employment law. Private sporting regulations are essential because general legislation cannot address every technical feature of competition, player registration, transfers, eligibility, discipline, and international mobility. However, sporting autonomy cannot logically mean immunity from general legal principles. The European Court of Justice's decision in *Bosman* demonstrates how sporting rules concerning professional football can be examined against broader legal principles concerning worker mobility and economic regulation. The case did not eliminate sporting regulation; rather, it established that sporting rules with economic and employment consequences remain capable of legal scrutiny. Similarly, international football has developed specialized institutions such as FIFA's Football Tribunal to resolve employment-related disputes while maintaining the distinctive regulatory environment of football (Court of Justice of the European Union 1995; FIFA 2025). Indonesia should therefore adopt a principle of regulated sporting autonomy under which sports bodies retain technical regulatory authority but cannot contract out of mandatory labor and human-rights protections.

Dispute resolution is particularly important because an effective right is incomplete without an accessible remedy. Article 102 of Law Number 11 of 2022

establishes a sequence emphasizing deliberation and consensus and subsequently providing for mediation, conciliation, or arbitration. The provision recognizes the special nature of sports disputes but also creates questions concerning the relationship between sports arbitration and ordinary employment or civil jurisdiction. Recent Indonesian scholarship has identified uncertainty regarding the appropriate forum for disputes between players and clubs and has noted the consequences of final and binding arbitration for access to judicial remedies (Nugroho et al. 2023). Law Number 30 of 1999 supplies the general framework for arbitration and alternative dispute resolution, but sports disputes may require additional procedural safeguards because athletes can be economically dependent upon the club while simultaneously being required to submit disputes to a specialized sporting institution. The proposed framework should therefore guarantee independence of arbitrators, transparent procedures, reasonable costs, interim relief, access to legal representation, and review mechanisms consistent with Indonesian law (Republic of Indonesia 1999; Republic of Indonesia 2022).

The optimal Indonesian framework should consequently integrate four layers of protection: mandatory employment rights, sport-specific contractual standards, collective representation, and specialized dispute resolution. The first layer would ensure minimum rights that cannot be waived, including remuneration, occupational safety, social security, freedom of association, and lawful termination. The second would address sport-specific matters such as performance obligations, competition schedules, transfer arrangements, image rights, injury, medical decisions, and sporting discipline. The third would establish legitimate collective representation capable of negotiating sectoral or club-level standards. The fourth would provide specialized dispute-resolution mechanisms while preserving fundamental procedural fairness and access to legal remedies. This model reflects the comparative insight that professional sport functions most effectively when labor and sporting regulation interact rather than operate in isolation. It also responds to the central weakness identified in Indonesian scholarship: the existence of legal rules without sufficiently clear coordination between employment law, sports law, contract law, and dispute-resolution institutions (Hatami 2019; Charomain and Gunadi 2025; Nugroho et al. 2023; Wahyunitha, Wijaya, and Nugraha 2026).

Conclusion

The legal status of professional athletes in Indonesia should be reconsidered through a substantive rather than formal understanding of employment. Where an athlete personally performs remunerated work under the direction and organizational control of a club, the relationship possesses the fundamental characteristics of employment regardless of whether the contractual document describes the athlete as a sporting participant, professional service provider, or another category. Law Number 11 of 2022 provides an important sector-specific

framework, but it should not be interpreted as displacing mandatory labor protections. The existing legal architecture already provides substantial foundations through employment law, fixed-term contractual regulation, social-security legislation, trade-union law, and sports-specific rules. The principal problem is therefore one of integration and implementation. Professional athletes require enforceable protection concerning remuneration, injury, occupational safety, social security, termination, contractual transparency, and effective remedies. Their distinctive professional characteristics justify specialized rules, but those characteristics do not justify exclusion from the basic legal protections applicable to other economically dependent workers.

The appropriate policy response is a hybrid regulatory framework combining general employment standards with sport-specific contractual and institutional mechanisms. Standard athlete contracts should establish minimum requirements concerning salary payment, bonuses, medical treatment, insurance, injury, termination, transfer, image rights, disciplinary sanctions, and dispute resolution. Athlete associations should be given meaningful capacity to participate in collective bargaining and sports governance, while sporting organizations should retain technical autonomy subject to mandatory national law and fundamental rights. Dispute resolution under Article 102 of the Sports Law should be clarified to prevent jurisdictional uncertainty and ensure independent, accessible, and procedurally fair arbitration. Such reforms would not undermine the commercial development of Indonesian sport; they would strengthen it by creating greater legal certainty for clubs, athletes, sponsors, and governing organizations. Professional sport becomes sustainable when its economic success is accompanied by recognition that athletes are not merely performers within a competition but rights-bearing participants in a specialized labor market.

References

- Blackshaw, Ian S. 2009. *Sport, Mediation and Arbitration*. The Hague: T.M.C. Asser Press.
- Blackshaw, Ian S. 2017. *International Sports Law: An Introductory Guide*. The Hague: T.M.C. Asser Press.
- Charomain, Mochammad Imam, and Ariawan Gunadi. 2025. "Legal Protection for Esports Athletes Against Freeze Contract Clauses in Employment Relationships." *Jurnal Ilmu Hukum Kyadiren* 7 (2).
- Court of Justice of the European Union. 1995. *Union Royale Belge des Sociétés de Football Association ASBL v. Jean-Marc Bosman and Others*, Case C-415/93, Judgment of 15 December 1995.
- Dunning, Harold. 1998. "The Origins of Convention No. 87 on Freedom of Association and the Right to Organize." *International Labour Review* 137 (2): 149–167.

- Feldman, Gabe. 2017. "Collective Bargaining in Professional Sports: The Duel Between Players and Owners and Labor Law and Antitrust Law." In *The Oxford Handbook of American Sports Law*, 209–224. Oxford: Oxford University Press.
- FIFA. 2025. "Football Tribunal." Fédération Internationale de Football Association. football-technology.
- FIFA. 2025. *Regulations on the Status and Transfer of Players*. Zurich: Fédération Internationale de Football Association.
- Gardiner, Simon, Roger Welch, Simon Boyes, and Urvasi Naidoo. 2012. *Sports Law*. 4th ed. London: Routledge.
- Gould IV, William B. 2019. "Labor in Professional Sports: Collective Bargaining and Dispute Resolution Procedures." In *A Primer on American Labor Law*, 491–532. Cambridge: Cambridge University Press.
- Hatami, Raka Fauzan. 2019. "Perjanjian Kerja Antara Pemain Sepak Bola dan Klub Sepak Bola Indonesia Dengan Lex Sportiva dan Undang-Undang Ketenagakerjaan." *Jurnal Wawasan Yuridika* 3 (1).
- International Labour Organization. 1948. *Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)*. Geneva: International Labour Organization.
- International Labour Organization. 1949. *Right to Organise and Collective Bargaining Convention, 1949 (No. 98)*. Geneva: International Labour Organization.
- International Labour Organization. 2006. *Employment Relationship Recommendation, 2006 (No. 198)*. Geneva: International Labour Organization.
- James, Mark. 2017. *Sports Law*. 3rd ed. Oxford: Hart Publishing.
- McArdle, David. 2015. *Dispute Resolution in Sport: Athletes, Law and Arbitration*. London: Routledge.
- Nugroho, Arinto, Eny Sulistyowati, Emmilia Rusdiana, Muh. Ali Masnun, Eko Wahyudi, Rezi Wanda Huzaimi, and Denial Ikram. 2023. "Dispute Resolution between Players and Clubs after the Enactment of Law Number 11 Year 2022 Concerning Sports." *Technium Social Sciences Journal* 50: 32–35.
- O'Leary, Leanne. 2017. *Employment and Labour Relations Law in the Premier League, NBA and International Rugby Union*. The Hague: T.M.C. Asser Press.
- Ohanesian, Nicholas M. 2017. "Collective Bargaining and Workforce Protections in Sports." In *The Oxford Handbook of American Sports Law*, 195–208. Oxford: Oxford University Press.
- Republic of Indonesia. 1945. *The 1945 Constitution of the Republic of Indonesia*.
- Republic of Indonesia. 1999. *Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution*. Jakarta: Government of Indonesia.

- Republic of Indonesia. 2000. *Law Number 21 of 2000 concerning Trade Unions*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2003. *Law Number 13 of 2003 concerning Manpower*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2004. *Law Number 40 of 2004 concerning the National Social Security System*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2011. *Law Number 24 of 2011 concerning the Social Security Agency*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2021. *Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Time and Rest Periods, and Termination of Employment*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2022. *Law Number 11 of 2022 concerning Sports*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2023. *Law Number 6 of 2023 concerning the Enactment of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law*. Jakarta: Government of Indonesia.
- Republic of Indonesia. 2024. *Government Regulation Number 46 of 2024 concerning the Organization of Sports*. Jakarta: Government of Indonesia.
- Safara, Rianda, Nova Arfiana Ramadhani, Adelia Putri Fayura, and Alya Sari. 2024. "Legal Protection of Employment Contract Agreements between Club and Football Players in Cases of Breach of Wage Payment." *Indonesian Journal of Sports Law* 1 (1): 10–17.
- United Nations. 1948. *Universal Declaration of Human Rights*. Paris: United Nations General Assembly.
- United Nations. 1966. *International Covenant on Economic, Social and Cultural Rights*. New York: United Nations.
- Yustyana, Shafira Putri, Gina Gaharuli Sinayangsih, Alvia Ragita NurCahyani, and Carissa Akhlaq Mulia Purnomo. 2024. "Pension Guarantee Protection for Athletes Based on Statutory Regulations in Indonesia." *Indonesian Journal of Sports Law* 1 (1): 18–26.

Acknowledgment

None

Funding Information

None

Conflicting Interest Statement

The authors state that there is no conflict of interest in the publication of this article.

Publishing Ethical and Originality Statement

All authors declared that this work is original and has never been published in any form and in any media, nor is it under consideration for publication in any journal, and all sources cited in this work refer to the basic standards of scientific citation.

Generative AI Statement

N/A