The Dominance of Public Law (Heteronomous Rules) on Private Law (Autonomous Rules) in Company Regulations (CR) and Collective Labor Agreements (CLA) as a Means of Realizing the Objectives of Industrial Relations

Ahmad Hunaeni Zulkarnaen

Faculty of Law, Suryakancana University, Indonesia

Abstract **- The purpose of this article is to analyze the dominance of public law on private law in company regulations and collective labor agreements. The method used in this article is a research library with a normative juridical approach. The conclusion of this article is that private law gives freedom to the parties to settle their work relations based on the legal provisions that they hold themselves and are conditionally micro. Micro in a sense is only regulated for certain companies individually. Conditional arrangements are adjusted to the conditions or capabilities of the company concerned. But the right of obligation which was originally a group of private law (autonomous law rules) that is not a priori force, then agreed by the parties and stated in writing in the CR and CLA the legal consequences of the rights and obligations originally included in the a priori private legal group will not force shifted into the category of public law (Heteronomy) which is a priori force.**

Keywords-**Public law, CR, CLA and industrial relations.**

DOI: 10.18421/SAR22-05
https://dx.doi.org/10.18421/SAR22-05

Corresponding author: Ahmad Hunaeni Zulkarnaen,
Faculty of Law, Suryakancana University
Email: *ahmadhunaeniz@unsur.ac.id*

Received: 16 May 2019.
Accepted: 16 June 2019.
Published: 19 June 2019.

1. Introduction

All parties involved in industrial relations (workers/laborers, trade unions/labor unions and employers), must be aware that even though their position has the same desires, namely the continuity of the company but in terms of their different interests.

The interests of workers/laborers or trade unions and trade unions is an increase in sustainable prosperity, while entrepreneurs have an interest in gaining the greatest possible profits, which sometimes can be obtained by ignoring the rights of workers/laborers that are regulated in legislation (public law/heteronomous rules) let alone workers' rights/workers who have not been regulated in legislation (private law, autonomous rules) [1].

One way to overcome this difference in position of interests, in addition to ensuring the implementation of rights and obligations has been regulated in legislation (Public Law/Economical Rule) which is a priori imposing macro-minimal, besides that it must be clear about rights or obligations not or not regulated in legislation that falls into the category of private law or a priori non-compelling autonomous rules [2].

The regulation must certainly be in accordance with the conditions and capabilities of each company so that it is micro-conditional and to ensure legal certainty in order to create peace of work and business (industrial peace) as a means to create shared prosperity (employers, workers/families and their families), then the private law/autonomous rules must be stated in the CR and CLA [3].

Thus, this article will discuss three issues, namely 1) what is meant by the dominance of public law (heteronomous rule) on private law (autonomous rules) in making CR and CLA; 2) what are the legal consequences of private law (an autonomous rule) which is not a priori force in an industrial relationship if it is stated in CR and CLA;

and 3) why in an industrial relationship there is a need for the means of CR and CLA and what is the correlation with the objectives of industrial relations.

2. Method

The methods used in preparing this study are as follows:

Approach

The approach used in this study is normative juridical, namely studying and reviewing the principles of law, especially the positive legal principles derived from library materials that are from the laws and regulations as well as the provisions especially relating to the title on this article.

Research specifications

The research is descriptive analysis, which provides a comprehensive and systematic overview of the titles in this article. The general description is analyzed by starting with legislation, expert opinion, which aims to find and get answers to the main issues that will be discussed further.

Data types and sources

To obtain data that supports this research, the data sources are obtained through: library research, namely by collecting and studying secondary data related to the title in this article. Secondary data which is used as the main data source in this study consists of: a) Primary Legal Materials relating to this research, including the employment legislation relating to the problems under study; b) Secondary Legal Materials, among others in the form of scientific writings from experts relating to the problems under study or relating to primary legal materials, including employment and non-employment books that support the title of this article [4].

3. Results and discussions

Heteronomy (Public Law) and Autonomous Rules (Private Law)

Heteronomy rules are legal provisions in the field of labor (employment) made by third parties that are outside the parties bound in a work relationship. The most dominant third party here, is the Government/State, therefore the heteronomous rule is all laws and regulations in the field of labor (employment) determined by the legitimate government/state, for example Laws, Government Regulations, Ministerial Regulations Labor, Governor Regulations or Regional Regulations, Bilateral or Foreign Treaties in the form of MoU or ILO Core Convention, UN Conventions [5].

The heteronomous legal rules expressed by Uwiyono et al. [6], are in line with the opinion of Roscoe Pound (quoted from Marzuki [7]). Law is seen as a series of orders of rulers in a society that is politically organized. It is on this command that man behaves without needing to question on the basis of whether the order is given. This view acknowledges that only is recognized the positive law, that is, law is made by the authorities, as law.

The heteronomous rule, according to Suwarto [8], is called work norms (regulation legislation) regulating the rights and obligations of workers/employers and employers/company leaders as stated in the laws and regulations. Therefore, the arrangement is imperative which must be implemented. Because it is compulsory, it binds all companies, so it is also minimal macro. Macro in the sense of binding all companies without exception, both place, size, type of business, nature of the legal entity, and so forth. And Minimum in the sense that in practice regarding matters that are regulated can be carried out better or greater depending on the ability and willingness of the company individually.

Autonomous rules are legal provisions in the field of labor made by those involved in a work relationship (industrial relations), namely workers/employers with the employer. This form of autonomous rule is CR, CLA, or Customary Law which is conditional. An autonomous rule according to Suwarto [8], is a term of employment, which is a regulation of the rights and obligations of workers/employers and business leaders in various aspects of work relations that are not yet regulated by legislation (work norms). The arrangement is micro conditional. Micro in a sense is only regulated for certain companies individually. Conditional arrangements are adjusted to the conditions or capabilities of the company concerned. Autonomous deviations or terms of employment on heteronomous norms or work norms are made possible on the condition that deviations do not conflict with heteronomous rules or work norms.

CR and CLA is Public Law or Heteronomy of Law

CR and CLA as legal sources for rights and obligations that are not or have not been regulated in legislation. The definition of the source of law is everything that can lead to rules that have force that is compelling, that is, the rules if violated result in strict and real sanctions [7]. Correlation of the meaning of legal sources with CR and CLA, namely all rights and the obligations stipulated in the CR and CLA have a compelling legal force, if it is violated by parties involved in industrial relations

resulting in strict and real sanctions, strict sanctions can be imposed on all parties in work relations or industrial relations (employers or worker/laborer) [6].

CR and CLA is another formal legal source in industrial relations, other formal legal sources that regulate industrial relations are: a) Law (industrial relations legislation); b) Habits (industrial relations); Court decision (industrial relations court); c) Treaty or agreement; d) Expert opinion (doctrine) [9]. Rights and obligations in industrial relations or work relations, are not dominated by obligations that fall into the category of civil law, but are dominated by rights and obligations included in the category of public law or rights and obligations in industrial relations restricting the power of private law, although not eliminating private law. Public law is related to state functions while private law deals with individual interests [6].

State public law functions to carry out the will of its people. The state was formed to maintain the maintenance of national life, protect its citizens, improve social welfare and empower its citizens, facilitators in national life. In carrying out its functions, legal rules are needed to regulate public interests, namely interests in social life, the authorities through public law must maintain public interest as well as the existence of state interference in industrial relations.

Resulting in legal consequences, namely: a) Law of relations industrial based on the contents of the rules included in the public law group; b) State functions in industrial relations: 1) ensuring the implementation of the rights and obligations of all parties involved in industrial relations (workers and employers); 2) protecting all parties involved in industrial relations, especially protecting workers/laborers whose social and economic position is far weaker than the position of the employer while taking into account the interests of the employer namely business continuity; 3) increase the productivity or profit of the company which correlates with the welfare of workers/laborers and their families; 3) As a facilitator in an effort to create work and business peace or harmonious industrial relations, namely: i) Guaranteed and implemented rights and obligations (both rights and obligations in heteronomous law and custom which have become law (Customary Law) or as stipulated in CR and CLA); ii) If a dispute arises, it can be resolved internally; iii) Strike and closure (lock-out) do not need to be used to impose a will, because the dispute has been resolved properly [10].

The state in carrying out its functions as described, required legal rules that regulate the interests of all parties in industrial relations, government (executive) through industrial relations law that has been included in the public law group (heteronomous law) must maintain the interests of all parties involved in the relationship industrial. The law based on the contents of its legal rules to classify legal rules into 2 (two) large groups, namely: (i). Public Law Rules and (ii) Private (civil) Law. The rule of Public law, is the rule of law that regulates matters of state administration, especially those which involve, among others, the realization of legal relations between the government (state) and the community and the realization of legal relations between state/government institutions. Public law is the rule of law governing public (public) interests [11]. The rule of Public law is a special law because it contains special principles to limit the power of Private law, although it does not eliminate Private law, the law is a priori force, the main thing according to Utrecht is that Public law regulates the interests of the state/government [10].

Industrial relations law, included in the rules of Public law, is: a) legal rules that regulate matters of state administration especially concerning, among other things, the realization of relations between the government (state) and industrial relations society and the realization of legal relations between state institutions in the field of industrial relations Depnakertras Mediator, Industrial Relations Court, Supreme Court especially in resolving industrial relations disputes, or in making CR and CLA. Industrial relations law as Public law are the rules governing the interests of industrial relations that have been included in the category of public interest; b) Industrial law that has been included in the category of Public law is a special law because it contains special principles to limit the power of Private law (the existence of restrictions on rights and obligations that are minimum, for example set and about employers not allowed to pay wages to workers/laborers lower than the amount of Regency/City Minimum Wages), the legal principle of industrial a priori relations is compelling, the main thing is that industrial law regulates the interests of all parties involved in industrial relations, in efforts to realize the productivity or profits of the company that correlate with the welfare of workers/laborers and their families to realize social welfare for all the people of Indonesia [12].

Private law regulates the rules of society that deny the interests of individuals of their citizens, especially among matters concerning matters of relations between individuals in society and relationships involving members of the community and the government (which is located as an individual) [13]. Rules governing special or legal rules governing ordinary (general) legal matters faced by humans in their lives, which contain general

principles. Law private gives the freedom for legal subjects to settle their legal relations based on legal provisions that they hold themselves. According to Bosche [10], Private law is more regulating the interests of individuals. What is meant by individual interests in industrial relations, is the right and obligations that are not or have not been regulated in a labor legislation or industrial relations legislation, which Uwiyono et al. call Autonomous law or Suwarto calls it a *conditional micro terms of employment*, or Peter Marzuki calls it *special interest*.

Community citizens in community life have the freedom to make relations among themselves, in such a law, the interests of those who make relations are involved which is called special interests such interests are regulated by private law [12]. Likewise in industrial relations, the parties involved in industrial relations has freedom especially concerning autonomous rules or special interests or conditional micro interests. Micro in a sense is only regulated for certain companies individually. Conditional arrangements are adjusted to the conditions or capabilities of the company in question that is set forth in the CR and CLA [11].

Consequently, if the autonomous rules or special interests or conditional micro interests are set forth in the CR and CLA, then the contents of autonomous rules or special interests or micro-interests conditionally shift their classification, which is originally included in the private legal group shifted into the category of Public law rules, because the procedure for making, ratifying and registering the CR and CLA must refer to the Republic of Indonesia Minister of Manpower Regulation Number 28 of 2014, concerning Procedures for Making and Ratifying CR and CLA Registration.

The Principle of Freedom Contracts in CR and CLA

In principle, making PP, PKB is based on freedom of contract which can be concluded from the provisions of article 1338 paragraph (1) of the Civil Code, which states that all contracts or agreements (PP and PKB) that are legally made apply as laws for they (the parties in industrial relations) made it. The conditions for making agreements (PP and PKB) are made legally, meaning that the making of PP and PKB must fulfill Article 1320 of the Civil Code which regulates 4 (four) conditions for the validity of an agreement, namely: 1) agree that they are binding themselves; b) ability to make an agreement; 3) a certain thing; 4) an allowed cause [13].

Subekti [9] stated that a valid agreement must fulfill 4 (four) conditions: 1) Licensing that is free of people who commit themselves; 2) Skills for making an agreement; 3) A certain thing that is agreed upon; 4) A cause (oonzaak) that is lawful, meaning it is not prohibited (Article 1320 of the Civil Code).

Licensing that is free of people from self-binding people

Both parties (workers or employers) in an agreement must have the free will to bind themselves and the will must be stated. Statements can be done expressly (CR and CLA) or secretly, the company implements the rights of workers/laborers in the form of special interests or conditional micro interests, for example the company gives an achievement premium in the form of wages of 1 (one) day to workers who work for 6 (six) working days without being absent from work. The willingness to secretly declare, according to Uwiyono [6], is Customary law. A free will as the first condition for a valid agreement is deemed non-existent if the agreement occurs because of coercion (*dwang*), oversight (*dwaling*) or fraud (*bedrog*).

Coercion occurs when a person (parties in industrial relations) gives his consent because he is afraid of a threat, for example he will be persecuted or will be secretly opened if he does not approve an agreement (CR and CLA). Threatened must be regarding an act that is prohibited by law. If the threat is an act that is permitted by law, for example, the threat will sue the person in front of the judge (industrial relations court) by confiscating the goods, or by threatening to open fraudulent tax payments by the employer, that cannot be said to be coercion [14].

Errors can occur, concerning people (parties in industrial relations) or concerning goods (rights and obligations of parties in industrial relations) which are the objectives of the parties (the parties in industrial relations) who enter into an agreement (CR and CLA). Oversight concerning people occurs when a director (entrepreneur) of opera makes a certain time agreement with the type of work contract with a person who is thought to be a reliable computer programmer, but then it turns out that he is not the intended person. Only the name happens to be the same. Errors regarding goods, for example, employer pays overtime wages for weekly vacation which is estimated amount in accordance with the applicable legislation, but then it turns out that the calculation of overtime wages is smaller than the amount of overtime wages regulated in the applicable legislation.

Fraud occurs if one party intentionally gives false information, accompanied by cunning, so that the other party is persuaded to give permission, for example the employer employs workers for work containing hazardous toxic substances that can

threaten his health and without providing adequate Personal Protective Equipment (PPE), on the grounds as if the work carried out by the worker/laborer does not contain B3 and then workers suffer from health problems are very serious [15]. Then workers/laborers can apply for termination of employment to industrial relations dispute resolution institutions (Bipartite, Mediation, Industrial Relations Court) on the grounds that employers give jobs that endanger lives, safety, health and morality of workers/laborers while the work is not included in the agreement work (CR and CLA) with the amount of severance pay 2 (two) times the provisions of Article 156 paragraph (2) Labour Law, money to award a working period of 1 (one) time provisions of Article 156 paragraph (3) Labour Law, and compensation for rights in accordance with Article 156 paragraph (4) Labour Law (Article 169 paragraph (1) letter f and paragraph (2) Labour Law).

Skills for making an agreement

Both parties (employers and workers) must be competent according to the law to act on their own, some groups of people by law are declared "incompetent" to carry out legal actions themselves (make CR and CLA), such as underage people, people under supervision (*curatele*) and married women (Vide Article 1130 of the Civil Code).

Law Number 13 of 2003 concerning Labor (UUK) in principle prohibits employers from employing children (Vide Article 68 Labour Law), except for jobs that do not interfere with the development and physical, mental, and social health of children, this also applies only to children aged between 13 (thirteen) years up to 15 (fifteen) years provided that (i) there is written permission from a parent or guardian, (ii) there are work agreements between employers and parents or guardians, (iii) the maximum working time is 3 (three) hours, (iv) carried out during the day and does not interfere with school time, (v) guaranteed work safety and health, (vi) the existence of a clear working relationship; and (vii) receive wages in accordance with applicable provisions, the provisions referred to in conditions (i), (ii), (vi) and (vii) are excluded for children working on their family businesses (Vide Article 69 paragraph (2) and paragraph (3) Labour Law).

Licensing has been granted not freely or one of the parties is incapable of making an agreement (CR and CLA), so this agreement has a conflict, therefore it can be canceled by the judge at the request of the licensing party not to make the agreement (*vernietigbaar*) freely or incompetently. Conversely, people who request the cancellation of the agreement, can also strengthen the agreement. This reinforcement can be done sternly (*uitdrukkelijk*) or secretly [15].

A certain thing that was promised

What is promised in an agreement (CR and CLA) is a certain thing that is clear enough or certain. This requirement is necessary, in order to determine the rights and obligations of the parties in an industrial relationship, for example the type of work (job description) includes clear processes and procedures, it is clear about the position (manager, section head, team head, operator, staff) along with the position allowance, clear about the length of working hours, such as length of work: 7 (seven) hours 1 (one) day and 40 (fourty) hours 1 (one) week for 6 (six) working days in 1 (one) week; or 8 (eight) hours 1 (one) day and 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week (Vide Article 77 paragraph 2 letters a and b of the Labour Law), a month 173 (one hundred seventy three) hours, clear about the amount of daily wages, the amount of weekly wages, the amount of two weeks' wages, the monthly wage rate (the amount of wages not allowed is lower than the district or city minimum wage), obviously overtime work hours, such as overtime ordinary days are working after 7 hours, i.e. 8, 9 and so on (Vide Article 78 paragraph (2), Labour Law), overtime on weekly holidays or national holidays (Idhul Fitri feast, Idhul Adha, August 17 and etc), it is clear the calculation of the overtime wage is the calculation of the amount of overtime wages at a minimum according to the applicable legislation (heteronomous law), overtime work and large overtime wages in accordance with the Decree of the Minister of Manpower and Transmigration No. Kep.102/Men/VI/2004 About Overtime and Overtime Work Wages [7].

A cause (oorzaak) that is Halal or not forbidden

The law requires that an agreement be valid for *oorzaak* (causa) to be permitted. In *leterlijk* the word *oorzaak* or Causa means "cause" or "purpose", that is what is desired by both parties (employers) by entering into an agreement, in other words causa means "the contents of the agreement itself" (Fill in the CR and CLA). According to Article 1335 of the Civil Code, an agreement (CR and CLA) that does not use a causa or is made with a false or prohibited causa does not have legal force, for example:

a) Regarding the prohibited causa, for example: 1) The amount of wages stipulated in the CR and CLA below the city/regency minimum wage where CR and CLA are made, due to the law, the contents of the CR, the CLA does not have legal

force or null and void or invalid, what applies is the amount of wages according to the minimum wage in the city/regency where CR and CLA is made (Vide Article 88 paragraph (3) letter a Labor Law); 2) Overtime and overtime wages or overtime wages are not in accordance with the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia Number Kep.102/Men/VI/2004 concerning Overtime Work and Overtime Work Wages, and such nonconformance is detrimental to workers/laborer;

b) Regarding the false cases, for example the contents of the CR, the CLA regulates the type of employment agreement that is not certain (permanent workers) as if it were a certain time (freelance, contract, work contract), the purpose of the employer is to make Overtime Work and Overtime Work Wages -process is Overtime Work and Overtime Work Wages, are: 1) Entrepreneurs at any time can terminate employment with no obligation to pay severance pay, work period awards and compensation rights (Vide Article 156 paragraph (1) to paragraph (4) Labour Law) ; and 2) in carrying out termination of employment the employer does not have to ask permission or there must be no stipulation from the Industrial Relations Dispute Settlement Institution (Vide Article 151 paragraph (3) Labour Law) [11].

Objectives of CR and CLA

The purpose of industrial relations according to Suwarto [8], is increasing the welfare of all parties (employers, workers/laborers) and to achieve this can require continuous productivity improvements. Productivity can be achieved when there is peace of work and effort within the company. To achieve this peace of work, effective and sustainable communication needs to be carried out consciously. Communication plays an important role in fostering and increasing mutual trust.CR and CLA is a means of industrial relations, referring to industrial relations objectives of Suwarto as described above, then the purpose of the CR and CLA are: 1) Improving the welfare of all parties (employers); 2) Increase company productivity on an ongoing basis; 3) Creating peace of work and effort within the company; 4) Between the entrepreneur and all workers there is ongoing effective communication that is carried out consciously; 5) Can foster and increase mutual trust between employers and all workers.

Furthermore, Suwarto [8] argued with the existence of CLA, justice and a sense of shared responsibility could be sought in order to improve company performance. All of them need to be equipped with arrangements' various aspects that have not been regulated (autonomous law). In this way a state of peace and work or industrial peace can be created. Making CR and CLA must be in accordance with the applicable laws and regulations, so the state through state legislation intervenes in the making of CR and CLA. As explained above, because of the interference of the state in industrial relations, including in the making of CR and CLA, it has legal consequences, namely: 1) Industrial relations law (making CR and CLA) based on the contents of the rules included in the public legal group; 2) State functions in industrial relations (making CR and CLA): a) ensuring the implementation of the rights and obligations of all parties involved in industrial relations (workers); b) protecting all parties involved in industrial relations, especially protecting workers whose social and economic position is far weaker than the position of the employer while taking into account the interests of the employer namely business continuity; 3) increase the productivity or profit of the company which correlates with the welfare of workers and their families.

As a facilitator in effort to create work and business peace or harmonious industrial relations. CR and CLA is also a means to realize the objectives of Labor law, according to Khakim [1], the objectives of Labor law are: 1) To achieve/implement social justice in the field of employment; 2) To protect labor against unlimited power from employers. Number 1) shows more that Labor law must maintain order, security and justice for the relevant parties in the production process, in order to achieve work calm and business continuity. Whereas the number 2) is based on the experience so far where often occurs the arbitrariness of employers against workers. For this reason, a comprehensive and concrete legal protection is needed from the government.

Likewise CR and CLA can be used as a means to realize the objectives of labor development, namely: a) Empowering and utilizing labor optimally and humanely; b) Realizing equitable employment opportunities and the supply of labor in accordance with national and regional development needs; c) Providing protection to workers in realizing prosperity; and d) Improving the welfare of workers and their families (Vide Article 4 Labor Law).

4. Conclusion

There are rights and obligations of parties in industrial relations (employers) that have been regulated in labor legislation or based on the contents of the rules included in the Public law group or a priori heteronomous law enforcing, some are not yet or not regulated in labor legislation, which based on the contents of the rules included in the category of Private law or a priori autonomous law that does not force.

Private law or micro-autonomous rules are conditionally giving freedom to the parties to settle their work relations based on the legal provisions they hold itself, but if the rights and obligations originally entered into the private legal group set forth in the CR and CLA the private legal group will shift into the category of Public law or a priori heteronomous law force, because of this forced nature, the rights and obligations of all parties listed in the CR and CLA dominated by Public law or heteronomous rules rather than by Private law or autonomous rules.

The purpose of CR and CLA is for clarity or legal certainty regarding the rights and obligations of all parties in industrial relations, with clarity or legal certainty that will create industrial peace, namely a working condition that can increase productivity sustainably for the sake of realize the welfare of all parties (employers).

References

[1] Khakim, A. (2009). *Dasar-dasar hukum ketenagakerjaan Indonesia*. Citra Aditya Bakti.

[2] Kusumaatmadja, M., & Sidharta, B. A. (2000). *Pengantar ilmu hukum: suatu pengenalan pertama ruang lingkup berlakunya ilmu hukum*. Penerbit Alumni.

[3] Deardorff, AV. (2011). *Measurement of non Tariff Barriers*. The University of Michigan Press.

[4] Soekanto, S. (1986). *Pengantar* Penelitian Hukum. Universitas Indonesia Jakarta.

[5] Wilson, JSS. (2002). Regulation and Trade, WTO Rules and Developing Country Concerns Development, Trade And The WTO, A Handbook. World Bank Publisher Washington DC.

[6] Uwiyono, A., Suryandono, W., Hoesin, S. H., & Kiswandari, M. (2014). *Asas-asas hukum perburuhan*. Rajawali Pers.

[7] Marzuki, PM. (2009). *Pengantar Ilmu Hukum.* Kencana Prenada Media Group Jakarta.

[8] Suwarto. (2003). *Hubungan Industrial Dalam* Praktek. Asosiasi Hubungan Industrial Indonesia Jakarta.

[9] Subekti. (1984). *Pokok-Pokok Hukum Perdata*. Intermasa Jakarta.

[10] Bosche, PV. (2005). *The Law and Policy of WTO Text, Case and Materials*. Cambridge University Press New York.

[11] Wahab, A. (2016). *Dasar-Dasar Hukum* Perburuhan. Raja Grafindo Persada Jakarta

[12] Sanson, M. (2002). *Essential International Trade Law*. Cavendish Sydney.

[13] Chandrawulan, A. (2011). *Hukum Perusahaan Multinasional, Liberalisasi Hukum Perdagangan Internasional dan Hukum Penanaman Modal*. Alumni, Bandung.

[14] Shavell, S. (2009). *Foundations of economic analysis of law*. Harvard University Press.

[15] Appleton, A. (2005). *The World Trade Organization: Legal, Economic and Political Analysis.* Springer New York.