



LEGAL PROTECTION FOR WORKERS WITH A SPECIFIC TIME WORK AGREEMENT (PKWT) VIEWED FROM A LABOR LAW PERSPECTIVE

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ABSTRACT

In the labour sector, an agreement is needed as something that binds both parties between the entrepreneur or employer and the worker. Agreements can be divided into two, namely agreements with a certain time and agreements with an indefinite time. In this article, it will discuss workers with fixed-term agreements, where the rights obtained are very unequal to the rights obtained by workers with indefinite-term agreements. This concerns the obligations of entrepreneurs or employers to fulfill the rights that must be given to workers. Legal protection is needed in the agreement so that workers can get legal certainty in carrying out their actions. The method used in writing is the normative legal writing method, which is based on literature study. The results and discussion of the following article are that legal protection from the state for workers, especially workers with PKWT, is contained in Law Number 13 of 2013 concerning Manpower, Law Number 11 of 2020 concerning Job Creation, and Law Number 6 of 2023 regarding changes to Law Number 11 of 2022. Apart from the existence of legal protection for workers, there are still many violations that workers receive from entrepreneurs or employers due to several factors, including a job vacancy system that opens a fixed-term contract system as well as the impact of the 1998 economic crisis and the Covid-19 pandemic.

Keywords: Workers, legal protection, PKWT

INTRODUCTION

Each individual has their own business or efforts to fulfil all needs, both primary, secondary and tertiary. Many people still have to depend for their economic needs on entrepreneurs driving the country's economy. The skills possessed by each individual are needed by state companies to continue the company's progress towards progress. A company cannot stand alone like an object that can be deified by local citizens. An entrepreneur will not take it upon himself to produce his product, offer or market his product to the public, do his own bookkeeping, and so on. Companies by nature still need workers to continue to improve the company's development in various aspects, such as the economy, competition between companies, popularity, and so on. On the other hand, individuals out there also need work to support their needs in a family. The existence of this mutualistic symbiosis directs each party, both workers and entrepreneurs, to complement each other, with employers employing workers and paying wages that have been determined by both parties in accordance with the Regional Minimum Wage in an area.

When a worker is employed by an entrepreneur, that is when the agreement between the worker and the entrepreneur is made and takes effect in its entirety. Basically, the employee agreement is the same as other contracts. So that it has regulated what rights and obligations must be fulfilled or must be fulfilled. A work agreement is an agreement between a worker or laborer and an entrepreneur or employer which includes provisions regarding the rights and obligations of each party as well as rules relating to the implementation of work. This agreement is the legal basis that regulates the employment relationship between the two parties (Sembiring, 2005). According to Iman Soepomo in 2009, an employment relationship is a relationship between a worker and an employer which is formed through a work agreement between both parties. In this relationship, workers or laborers agree to carry out work in exchange for wages, while entrepreneurs employ workers with the obligation to provide wages. Both are bound to each other in order to fulfill the rights and obligations arising from the agreement. In essence, the employment agreement contains various important things that contain all risks for both parties. The content of the employment agreement is the main aspect of an employment contract, where all provisions must comply with applicable regulations and must not conflict with imperative laws or societal norms of morality. Thus, the contents of the employment agreement provide legal certainty regarding the rights and obligations between the employer and employee (Supomo, 1982).

Broadly speaking, work agreements can be divided into two, namely Work Agreements for a Certain Time and Work Agreements for an Indefinite Time. These two things are differentiated from all their respective statuses and rights and obligations. The two cannot be equated because they involve fulfilling different rights. In the context of labor law in Indonesia, protection for workers is regulated in Law Number 13 of 2003. In the words of the author, a Certain Time Work Agreement or hereinafter abbreviated as PKWT is an agreement between workers or laborers and employers which aims to establish a work relationship for a period of time, certain tasks or to carry out certain work of a temporary nature. In addition, an Indefinite Time Work Agreement, hereinafter abbreviated to PKWTT, is a permanent work agreement between workers or laborers and employers, where workers are usually referred to as permanent employees (Auliadi & Rasji, 2024). In its real life application, workers with PKWTT receive more legal protection and certainty because they are permanently tied to a particular company. Sometimes there are separate contracts from a company to a PKWTT worker who works in their company, such as Confidentiality Agreement, and other contracts. Meanwhile, on the other hand, workers with PKWT status are sometimes still on the verge of legal uncertainty regarding their status within the company. This often arises because their rights and obligations are not permanent and only apply for a certain time. Sometimes, their rights are abused by employers so that they, the workers, feel disadvantaged on the other side.

In order to build justice in social life, in Indonesia itself, PKWT protection has been regulated in the labor law and several regulations under it. This is in order to achieve justice in a society so that all rights of both employers and workers can still be protected. PKWT must fulfill a number of certain provisions, including having to be prepared in writing using Indonesian and Latin letters, and made in at least two copies. PKWT can only be applied to certain work in accordance with the type and nature of activity which has a certain completion time limit, with a maximum duration of three years including extensions or renewals. PKWT is not permitted for permanent employment, may not include a work trial period, and provisions relating to agreed wages and working conditions must be in accordance with applicable laws and regulations. If these provisions are not complied with, legally the PKWT status will automatically change to PKWTT (Noval, 2017). So, starting

from legal protection for all parties, this journal will discuss legal protection, especially for workers with certain term work agreements. Firstly, what will be discussed in this journal is a work agreement that applies to the work relationship between PKWT and PKWTT. After that, we will discuss legal protection for workers with fixed-term work agreements from the perspective of labor law in Indonesia, along with the regulations in the labor law and regulations under it. Apart from that, it will also discuss the obstacles that are often found in the field in its implementation. Even though the law regulates legal protection for workers, in practice, there are still many obstacles in its implementation. This happens from various factors, both internal and external, or third parties.

RESEARCH METHODS

Normative legal research is a study that focuses on legal rules or regulations as the object of study. This research aims to analyze legal rules or regulations in the context of a legal event, with an approach that places law as a structured system. The aim is to provide legal arguments to determine whether an event can be considered right or wrong and to offer views on how the event should be regulated according to law. Normative legal research can also be interpreted as a study method or procedure that is based on legal principles, rules or principles that are relevant to statutory regulations, both general and specific. This study was carried out through analysis of library materials, which includes primary and secondary legal materials, to understand and interpret legal substances in depth (Fajar & Achmad, 2017). According to Peter Mahmud Marzuki, normative legal research is a process of finding legal rules, principles or doctrines that can be used to answer the legal problems being faced. Based on this definition, the research conducted in this thesis is considered normative legal research. This research uses library materials as the main source for analyzing cases, without conducting field research. This research method is based on library studies (secondary materials) or also known as library-based legal research. In general, this research covers several aspects, namely analysis of legal principles, study of legal systematics, research on legal synchronization, study of legal history, and legal comparison (Marzuki, 2007).

RESULTS AND DISCUSSION

Employment Agreement in an Employment Relationship

According to Prof. R. Subekti, SH. In 1979, an agreement can be interpreted as an event where someone commits to another person, or two parties make a promise to each other to carry out something (Subekti, 2005). This commitment concerns the rights and obligations of both or more parties to mutually fulfill and be fulfilled. The object agreed upon is related to something agreed upon by both parties. According to Article 1313 of the Civil Code, an agreement is an action in which one or more people bind themselves to another party. In this agreement, both parties obtain rights and obligations that each must fulfill. An agreement arises when an agreement occurs. In article 1320 of the Civil Code, it is stated regarding the legal conditions for an agreement, namely:

1. Existence of Agreement

Both parties must reach an agreement, either verbally or in writing, which must be known and understood by both parties. This is a condition of the agreement that must be agreed upon. If the agreement is only made one-sidedly, it will give rise to injustice in fulfilling the agreement so that it will be one-sided. Apart from that, the agreement made must also be known to all parties, but can also involve a third party

in some circumstances, if a third party is needed. The agreement between the employee and the employer must be known to both parties and must not be biased, unless both parties agree to it. Usually the agreement between the employee and the employer is made at the beginning of the employment contract. Everything that you want to agree on must be included in a contract so that both parties have access and the opportunity to find out about the agreement. This often happens to workers with work agreements for an unspecified or fixed period of time. Workers with an indefinite period of time usually use a legal contract in terms of worker protection and other agreements. Meanwhile, workers with certain time agreements also apply the same thing. Usually the contract discusses the terms of employment, also discusses worker protection and the expiry period of a contract. This is applied to large companies that employ quite a large number of employees, thereby prioritizing worker protection in terms of improving the economy and business. However, the same thing does not apply to workers with a specific time agreement within a narrow scope, in which case, the agreement does not occur between the worker and the entrepreneur or businessman of a large company. For example, a domestic assistant worker is bound by an agreement with her employer for 6 months. Usually this contract is only carried out without words, considering that the fulfillment of achievements only takes place in a small scope. The provisions, whether what must be done or what must not be done, are only conveyed in verbal form, so that in reality the oral contract form does not have strong enough legal force to protect the rights of a worker.

2. Capacity of the parties

The question of competency arises because it is regulated in Article 1329 of the Civil Code, which states that "every person is deemed competent to enter into an agreement, unless determined to be incompetent by law." Based on this provision, although every individual has rights and obligations, not all of them are considered capable of taking legal action. Therefore, it can be concluded that Article 1329 of the Civil Code stipulates that every person is basically considered competent to take legal action, unless the law states otherwise (Afni et al., 2023). Skills are one of the legal requirements for making an agreement. Provisions regarding people who are not legally competent to make agreements are regulated in Article 1330 of the Civil Code, which states that those who are minors, under guardianship, or under certain conditions such as mental disabilities, are considered incompetent. Minors are defined in Article 330 of the Civil Code as those under 21 years of age and unmarried. Meanwhile, Article 433 of the Civil Code explains that people under guardianship are adults who are mentally disabled, crazy or imbecile (Hanifah & Koto, 2022).

3. A certain thing

The third condition for an agreement to be considered valid is the existence of a certain thing which is the object of the agreement or in the form of an achievement. Achievement itself includes the obligation to provide something, do something, or not do something. An agreement must include objects agreed to by both parties. If the agreement involves the delivery of goods, then the types of goods that can be traded must be clearly defined. Only goods that can be traded can be the object of an agreement. In addition, the agreement must have a clearly defined object, at least the type of goods. Uncertainty in the quantity of goods is not a problem as long as the quantity can be determined and calculated (Subekti & Tjitrosudibio, 1996). In the context of work agreements, both workers who are bound by the agreement and entrepreneurs, both must fulfill each other's achievements, in order to fulfill each other's rights and obligations. Objects that become certain things depending on the

type of work activity that must be carried out by the worker. For example, a construction worker signs a work contract with a certain time agreement for 3 months. A certain thing is meant to fulfill his obligations for 3 months to carry out construction work in building something, such as a building. House, and others.

4. Halal reasons

Because what is halal is one of the elements in the agreement. Because halal means that the contents of the agreement do not violate legal provisions, public order norms, or moral values (Lestari & Santoso, 2017). Because halal is one of the important elements that must be present in an agreement so that it can be declared legally valid. Because halal refers to conditions where the contents of the agreement must not conflict with the rules established by legislation, public order norms, or moral values that apply in society. In other words, the agreement must have a purpose that is in accordance with the law and does not involve things that violate ethics, morals, or the rules governing life together. If an agreement contains reasons that are not halal, then the agreement can be declared null and void. Even though the existence of freedom of contract is recognized in contracts, the matters that are the object of the agreement do not violate the regulations in force in Indonesia. In the context of an employment contract, an employer may not offer work outside of what has been agreed or outside the provisions of statutory regulations.

In the labour sector, agreements or contracts apply the same as agreements regarding other things. Fulfilment of legal requirements is also the same as agreements in general. This is stated in article 52 of Law Number 13 of 2003. In the context of workers, there are several agreements or contracts that can be used in a work agreement, namely work agreements for a certain time and work agreements for an indefinite time. This is differentiated from the two of them having their own rights and obligations. The orientation regarding the Employment Law is stated in Law Number 13 of 2003. The Employment Law recognizes two types of worker status based on work agreements, namely the Certain Time Work Agreement (PKWT) and the Indefinite Time Work Agreement (PKWTT), as regulated in Article 56 paragraph (1). PKWT applies to work with a certain period of time or work that ends after certain tasks are completed. In contrast, PKWTT is a permanent work agreement between workers or laborers and employers, where workers are often referred to as permanent employees. PKWTT can be made orally without requiring formal approval, but employers are required to provide workers with a letter of appointment that is agreed verbally. In PKWTT, a maximum trial period of 3 months can be applied. If the trial period exceeds 3 months, then in the fourth month the worker is considered a permanent employee. During the trial period, the company is still obliged to pay workers' wages in accordance with the applicable minimum wage (Asuan, 2019).

PKWT, or better known as contract employees, is a work agreement between workers and employers to build a work relationship for a certain period of time or to complete certain work. PKWT must fulfill a number of provisions, such as being written in Indonesian with Latin letters, at least in two copies. This agreement only applies to certain work in accordance with the type and nature of activities completed within a certain time, with a maximum duration of three years, including extensions or renewals. PKWT cannot be used for permanent work, is not allowed to set a trial period, and must comply with applicable regulations regarding wages and working conditions. If these provisions are violated, PKWT will automatically change status to PKWTT. In employment agreements, clauses are usually included that reflect general principles and the responsibilities of each party. Workers are responsible for carrying out tasks according to their competence and complying with company regulations. In addition, workers must

carry out their work independently if the company wishes. On the other hand, the main responsibility of the employer is to pay workers' wages. Apart from that, companies also have an additional obligation to provide a certificate for workers who wish to resign voluntarily (Asyhadie, 2015).

Legal Protection for Employees with Fixed-Time Work Agreements

In a brief explanation regarding workers with a certain time agreement, it can be concluded that workers with a certain time work agreement are workers who work for a predetermined time and have a specified time when the agreement or contract ends. The work included in this agreement is usually related to project assignments or other matters. In article 59 of Law Number 13 of 2003, it is stated about job categories that can be included in work for a certain period of time. A work agreement for a certain time can only be applied to certain types of work that will be completed within a certain time period. Some types of work that meet these criteria include: work that is only carried out once or is temporary, work that is estimated to be completed in a short time with a maximum duration of three years, seasonal work, as well as work related to the development of new products, new activities, or additional products which is still in the trial or exploration stage. The existence of workers with certain term work agreements can actually benefit entrepreneurs or employers. This is proven when an entrepreneur can complete his work and develop his business but does not need to have permanent employees so he does not have the responsibility to continue to support these employees. The obligation is to provide wages to employees only at a certain time or period of time, according to the period of time the work is needed or in accordance with the agreement of both parties in the contract or agreement.

In fact, a worker, just like an individual, also needs legal protection to protect all forms of activities carried out in fulfilling achievements in an employment relationship. Legal protection does not only apply to workers, but also applies to employers. According to Satjipto Rahardjo, legal protection is a form of protecting human rights that are harmed by other parties. This protection is provided so that people can enjoy the rights guaranteed by law (Rahardjo, 2000). Meanwhile, C.S.T. Kansil defines legal protection as various legal steps taken by law enforcement officials to provide a sense of security, both mentally and physically, from various threats or interference from other parties (Kansil, 1989). Philipus M. Hadjon believes that legal protection is an action aimed at protecting or helping legal subjects by utilizing existing legal instruments (Hadjon, 2011). The existence of legal protection needs to be made in a concrete form by law enforcers so that later it will avoid arbitrariness by employers or entrepreneurs.

In the scope of legal protection of workers on the world stage, the ILO was formed (International Labour Organization). The International Labor Organization (ILO) is dedicated to advancing social justice and protecting internationally recognized human and labor rights, based on its founding belief that social justice is crucial for achieving universal and sustainable peace. As the only tripartite agency within the United Nations, the ILO has, since 1919, united governments, employers, and workers from its 187 member states to establish labor standards, formulate policies, and implement programs aimed at promoting fair and decent work for all, regardless of gender. Labor rights have a well-structured international legal framework, especially through various global conventions issued by the ILO. Since its founding in 1919, the ILO has established hundreds of conventions governing various aspects of labor rights. Eight major conventions considered fundamental labor rights have been ratified by most countries in the world. The importance of these standards is also reflected in the policies and actions of global economic institutions. For

example, international financial institutions support increasing the influence of the ILO, and contractor procurement standards at the international level include provisions on labor rights. In addition, labor standards have become an important element in the trade policies of developed countries, such as the United States and the European Union, linking provisions on labor rights to preferential trade agreements. Ratification of ILO conventions is often used by countries as a way to demonstrate their commitment to labor protection (Peksen & Blanton, 2017). Several ILO Conventions have been established, many of which have been ratified by Indonesia. For example, Indonesia ratified the UN Convention on the Rights of the Child on September 30 1990. Apart from that, Indonesia has also ratified seven ILO Conventions which contain basic workers' rights. One of them is Convention Number 138 of 1973 concerning Minimum Age for Work, which was ratified through Law Number 20 of 1999. However, sometimes Indonesia also does not have an act of ratification of conventions such as ILO Convention Number 188 of 2007 concerning Work in Fishing because it considers various rational factors related to national interests. One of the main reasons is the cost-benefit considerations involving the costs and resources required to adopt the convention into the national legal framework. In addition, although this convention offers flexibility in adapting to national practices, Indonesia still chooses to use domestic regulations that refer to the 2006 Maritime Labor Convention (MLC) (Ibrahim, 2023).

Along the way, Indonesia has enacted Law Number 13 of 2003 concerning Employment Law. Furthermore, the emergence of the Ciptaker Law (Law Number 11 of 2020 concerning Ciptaker) has replaced and added some of the applicable articles. Then came Law Number 6 of 2023 concerning Amendments to Law 11 of 2020 concerning Job Creation. From time to time, Indonesia, as a country that protects its people from all forms of violations of individual rights, is obliged to provide legal protection in various forms. Legally, Article 5 of Law Number 13 of 2003 concerning Employment guarantees that every worker has equal rights and opportunities to obtain work and a decent living. This applies without any discrimination based on gender, ethnicity, race, religion or political views, according to the interests and abilities of each worker, including people with disabilities. Meanwhile, Article 6 stipulates the obligation for employers to provide rights and fulfill the obligations of workers or laborers without distinguishing between aspects such as gender, ethnicity, race, religion, skin color or political views (Khakim, 2003).

Every worker has the right to receive protection from this legal umbrella. In article 51 paragraph (2) in Law Number 13 of 2003, it is explained that work agreements that have been agreed upon in a contract must be implemented in accordance with applicable laws and regulations. This confirms that everything agreed upon that is outside the statutory provisions must be null and void by law. Not without reason, this cancellation must be carried out in order to protect workers' rights so as to avoid worker exploitation, human trafficking, inadequate wages, or other matters that may have a negative impact on the worker's survival. As a form of state protection for workers, especially workers with certain time agreements, it can take various forms. A work agreement for a certain time (PKWT) has provisions that allow extension and renewal based on applicable regulations in labor law. PKWT which is based on a certain period of time can be agreed for a maximum period of two years. If an extension is required, this agreement may only be extended once for an additional maximum duration of one year. The extension process must be through written notification from the employer to the employee. This notification must be given no later than seven days before the previous employment agreement expires to ensure the continuity of the employment relationship without administrative violations. In addition, if a PKWT update is required, the update may only be carried out after a grace period of 30 days since

the end of the previous work agreement. This update is limited, can only be done once, with a maximum period of two years. The aim is to provide legal certainty for workers and employers, as well as preventing exploitation that may arise as a result of repeated agreements indefinitely. However, if the provisions related to PKWT, such as duration, extension, notification and grace period, are not complied with, then the work agreement will legally change to an indefinite term work agreement (PKWTT). This change in status ensures better protection for workers, considering that PKWTT has more stable provisions and provides clearer rights for workers in the long term. This is a form of balance between flexibility of employment relations and labor protection. Workers who are under legal protection as outlined in Indonesian legislation, also continue to have obligations to fulfill the implications of the agreement. The provisions in the Civil Code that regulate the obligations of workers or laborers are contained in Articles 1603, 1603a, 1603b, and 1603c, with the main points as follows:

1. **Obligation to Perform Work**

Workers are required to carry out their main duties, namely completing work according to the agreement. This work generally must be carried out by the workers themselves. However, with the approval of the entrepreneur, this task can be delegated to another party.

2. **Obligation to Comply with Employer Regulations and Directions**

Workers are obliged to comply with all regulations and directions given by the employer regarding the implementation of their work. In order for these directions to be clearer, it is recommended that they be stated in company regulations that regulate the scope and details of these instructions.

3. **Obligation to Pay Compensation and Fines**

If a worker commits an action that is detrimental to the company, whether intentionally or negligently, he or she is obliged to pay compensation or a fine in accordance with applicable legal principles.

Apart from the obligations of workers, entrepreneurs or employers are also obliged to carry out their obligations. Employers' obligations in employment relationships include several main aspects as follows:

- a. **Paying Wages**

Employers have a primary obligation to pay workers' wages in a timely manner. In this case, the government intervenes by setting policies regarding minimum wages that employers must comply with. This policy aims to protect workers so that they receive decent wages according to the applicable minimum standards.

- b. **Provide rest and leave**

Employers are required to provide workers with rest rights, including 12 working days of annual leave. In addition, workers are entitled to two months long leave after working continuously for six years at a company. This provision helps workers maintain a balance between work and rest time.

- c. **Manage Care and Treatment**

Employers are responsible for the care and treatment of workers who live in the employer's home, as regulated in Article 1602x of the Civil Code. However, this provision has developed more broadly. Currently, worker health, accident and death protection is not only limited to workers living in the employer's home but also covers the entire workforce through the BPJS Employment program, previously known as Jamsostek (Djumaldji, 2008).

Settlement of industrial relations can be carried out at the relevant agencies. Workers with a certain time agreement can similarly resolve disputes regarding the services provided. Usually it starts with the related service, namely the Employment Service. Dispute resolution in industrial relations in Indonesia prioritizes methods outside of court as an alternative. Some of the main mechanisms include:

1) Bipartite

Bipartite settlement is a method of resolving employment disputes that is carried out directly between workers or laborers and employers without involving a third party. This process is internal, where both parties try to resolve problems through dialogue and deliberation to reach a mutually beneficial mutual agreement. The bipartite approach prioritizes direct and open communication between disputing parties, with the hope of preventing conflict escalation and resolving problems efficiently and quickly. This process not only reduces dispute resolution costs but also strengthens harmonious working relationships between workers and employers. However, for the bipartite mechanism to be effective, both parties must have good faith and a willingness to find joint solutions. The agreement reached in this process must be documented in the form of a written agreement that binds both parties, so that the results can be used as a legal basis if needed at a later date. If bipartite settlement fails, the next step is to involve a third party, such as mediation, conciliation or arbitration.

2) Mediation

Mediation is a method of resolving employment disputes that involves a neutral and impartial third party. This process begins if a bipartite settlement fails to reach an agreement. The appointed mediator has the main role to assist both parties, namely workers and employers, in reaching a mutually acceptable solution. Mediators provide guidance, offer alternative solutions, and encourage constructive communication between disputing parties, without having the authority to force decisions. In mediation, the main focus is to reach a solution that accommodates the interests of both parties and maintains a harmonious working relationship. This process usually takes place behind closed doors to ensure confidentiality and create an atmosphere conducive to discussion. The results of the mediation are expressed in the form of a mutual agreement which has legal force. If mediation does not produce an agreed solution, the dispute can be continued to other mechanisms, such as conciliation or industrial relations courts. Mediation is important to avoid a longer and more expensive legal process, while still providing an opportunity for the parties to resolve the conflict peacefully.

3) Arbitrage

Arbitration is a method of resolving employment disputes that involves an independent party as an arbitrator. The arbitrator's function is to listen to arguments and evidence from both parties, namely workers and employers, before giving a final decision. In contrast to mediation, decisions in arbitration are binding, so all parties are obliged to comply with them. The arbitration process is often chosen because it is considered faster, more efficient and confidential than settlement through industrial relations courts. Arbitrators are usually selected based on their expertise and experience in handling similar conflicts, so they are expected to be able to provide solutions that are fair and in accordance with statutory regulations. Arbitration is an important alternative, especially in disputes that require a quick decision or involve very specific issues, but still uphold the principle of justice for all parties involved.

4) Industrial Relations Court (PHI)

The Industrial Relations Court (PHI) is the final resolution mechanism for employment disputes that cannot be resolved through non-litigation channels such as bipartite, mediation or arbitration. PHI is under the district court and handles conflicts related to workers' rights, interests, termination of employment, as well as trade union disputes. The process at PHI is formal with strict legal procedures, where both parties must include evidence and witnesses. Even though the resulting decision is binding and provides legal certainty, this process often takes longer than deliberation or mediation (Santoso, 2019).

Implementation of the Employment Law in Factual Life of Indonesia

Despite the many regulations in Indonesia and on the world stage for legal protection for workers with certain time agreements, there are still many violations that occur in the work environment, especially in Indonesia. This commonly occurs as the existence of overlapping inequalities. Laws should be made to be obeyed, but in practice, many legal regulations have not reached the expected level of effectiveness. This condition is closely related to the nature of humans as social creatures who not only understand normative truths, but are also influenced by factual truths. Wignjosobroto calls this situation "double reality". On the one hand, there is a fact system, namely a system based on realities that occur in real life. On the other hand, there is a mental system that represents what should happen according to norms or ideals (Reza Mahardika, 2023).

In Indonesia, many employers tend to choose a fixed-term work agreement (PKWT) system for their workers. This system is considered more profitable for companies than using an indefinite work agreement (PKWTT). However, on the other hand, the PKWT system often harms workers or laborers. Not a few companies use this system to gain more profits without paying attention to workers' welfare. In fact, there are companies that abuse this system by violating the rules regulated in the Employment Law (Wahyudi et al., 2020). Various workers prefer to use fixed-term work agreements for various reasons. There are reasons that arise such as the ease with which a worker can resign if it is not suitable for the job being taken. There are also workers who are in a work agreement which is included in the category of Article 59 of Law Number 13 of 2003. As for workers who take a certain time work agreement because basically many companies implement this contract system for several reasons or reasons. This is evident from the existence of job vacancies, the majority of which open vacancies for workers who want to enter into a work agreement for a certain period of time. According to research from Rudy Avianto, Endeh Suhartini, and Achmad Jaka Santos Adiwijaya, currently, in the process of recruiting workers or laborers to companies, the PKWT employment relationship system is often the choice compared to PKWTT. This trend began to develop since the monetary crisis in 1998 and was further strengthened after the COVID-19 pandemic hit in 2020 (Rudi Avianto et al., 2022).

Currently, the implementation of the PKWT system is increasingly being used by companies because it is considered more efficient and effective in achieving maximum profits. By using this system, company expenses can be reduced, especially because there is no need to employ a large number of permanent employees. If a company has many permanent employees, they are required to provide various welfare benefits such as layoff compensation, long service awards and other benefits. In this context, employing workers with PKWT allows companies to reduce operational costs significantly (Sukendro et al., 2024). One of the important provisions in the PKWT arrangement is the limitation of the work trial period, where the trial period cannot last more than 3 months and can only be carried out once during the agreement. In addition, employers have an obligation to provide compensation to workers if the PKWT is not extended or is not changed to PKWTT after

the contract ends. In practice, PKWT has a strategic role, especially in the industrial sector with work characteristics that are temporary or project-based. However, protecting the rights of workers involved in PKWT remains the main focus, in order to create a fair and balanced working relationship between workers and employers, in accordance with the principles regulated in the Indonesian Employment Law (Anjani & Azzahra, 2024). Many violations occur during its application in factual life. This could be in the form of a violation such as an entrepreneur's or employer's obligations that must be fulfilled, but this actually results in the status of workers with a fixed-term work agreement having to change and change to an indefinite-term work agreement. This has an impact on the fulfillment of workers' rights so that they must be fulfilled in accordance with the provisions.

CONCLUSIONS AND SUGGESTIONS

The conclusion from this discussion is that in the world of employment, employment agreements have a very important role and must meet certain requirements to be legally valid. Some of the valid conditions for a work agreement include the existence of an agreement between the two parties, the legal skills of the parties involved, the existence of certain objects or things being agreed upon, as well as halal reasons that do not conflict with applicable laws and norms. Work agreements can be divided into two types, namely Specific Time Work Agreements (PKWT) and Indefinite Time Work Agreements (PKWTT), each of which has different rights and obligations for workers and employers. PKWT has special provisions, such as a limited period and cannot be used for permanent work. Protection of workers' rights is also reflected in existing regulations, with the aim of creating fair and balanced work relations.

Workers with a certain time work agreement (PKWT) are those who are bound by a contract with a predetermined period of time, usually for temporary work, projects, or work that is expected to be completed within a limited time. In this agreement, employers can get the flexibility to manage their workforce without having to maintain permanent employees, while workers receive compensation according to the agreed contract duration. However, while there are benefits for employers, it is important to remember that workers also need legal protection to prevent exploitation. This protection can take the form of basic rights such as fair wages, rest, leave, as well as other rights guaranteed by laws and international conventions, such as those stipulated by the ILO (International Labor Organization). Indonesia has also ratified several ILO conventions that protect labor rights. In terms of legal protection, Indonesia regulates employment relations through Employment Law Number 13 of 2003 and several related amendments, such as the Job Creation Law. The articles in this law ensure that workers have equal rights, without discrimination, and guarantee protection in terms of the right to work and decent wages. If a dispute occurs, the resolution can be carried out through various mechanisms, ranging from bipartite, mediation, to arbitration, with the Industrial Relations Court (PHI) as the last resort. This ensures that both workers and employers have a channel to seek justice if a dispute arises.

Although the fixed-term work agreement (PKWT) system offers benefits to companies, such as reduced operational costs, violations of workers' rights often occur in practice. Many employers prefer PKWT because of its flexibility, but this often comes at the expense of workers who do not receive sufficient protection, both in terms of welfare and the right to termination of employment. In reality, although the law has regulated worker protection, many regulations have not been implemented effectively, which creates a gap between legal norms and factual conditions in the field. Therefore, it is important to

increase supervision and law enforcement to protect the rights of workers who are bound by fixed-term work agreements.

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