

Legal Protection of Workers in Time Work Agreements in Indonesia

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ABSTRACT

Currently, there have been violations in the implementation of the Specific Time Work Agreement (PKWT) system. The Fixed Term Work Agreement (PKWT) that was implemented was not in accordance with or did not even refer to the PKWT rules regulated in Law Number 13 of 2003 concerning Employment. There are still many companies that implement PKWT that do not comply with the provisions stipulated in work agreements and the Employment Law, so they require legal certainty and provide protection for all parties. The discussion in this research is: 1. How certain time work agreements are regulated in Indonesia. 2. What is the legal protection for contract workers in fixed-term work agreements in Indonesia.

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INTRODUCTION

Every human being is required to fulfill the needs of a decent life for himself and his family. Human needs for a decent life are diverse. However, basic life needs or basic human needs basically have the same life needs. To fulfill these needs, humans are required to work in order to fulfill the needs of a decent life.

For this reason, it is very necessary to have protection for workers intended to guarantee the basic rights of workers/laborers and guarantee equal employment opportunities and treatment without discrimination on any basis to realize the welfare of workers/laborers and their families while still paying attention to developments in the business world. Legal protection of labor is an obligation of the government as controlling power, especially in the employment sector.

In general, there are several labor rights that must be protected, including: The right to work, the right to fair wages, the right to associate and assemble, the right to security and health protection, the right to be treated equally, the right to personal secrets, the right to freedom. conscience. Entrepreneurs' rights include: Making work regulations and agreements, the right to carry out layoffs, closing the company, the right to form and become members of company organizations, the right to accept part of the work from other companies.

Based on its Constitution, Indonesia guarantees this, as outlined in Article 27 paragraph (2) of the 1945 Constitution "every citizen has the right to work and a decent living for humanity." The

legal sequence is based on Law Number 13 of 2003 concerning Employment. The relationship that arises between workers and employers is the employment relationship. The employment relationship occurs after there is a work agreement between the employee and the entrepreneur. In article 1 paragraph (15) of Law Number 13 of 2003 concerning Employment, it is explained that "an employment relationship is a relationship between an entrepreneur and an employee based on a work agreement which has elements of work, wages and orders".

A work agreement is the beginning of the birth of industrial relations between capital owners and workers. Recently, in Indonesia many companies have used Specific Time Work Agreements (PKWT) to reduce labor costs in order to increase profits. It's just that in practice there are many implementations of the Specific Time Work Agreement (PKWT) system that are not in accordance with the provisions in Law Number 13 of 2003 concerning Employment, thus causing harm and eliminating protection for workers/laborers. With the increasing number of companies using a work contract system, in this case a fixed-term work agreement, this has given rise to many protests from various parties, especially workers. This happens because there are many irregularities in the use of contract workers, namely deviations from the material of labor regulations in Law no. 13 of 2003 concerning Employment, like many companies make work agreements for a certain period once every three months, once every six months or once a year and this is done repeatedly. Not to mention the actions of employers who do not pay enough attention to legal protection for workers regarding their rights, it is clear that the employment agreement deviates from the provisions of applicable laws regarding employment.

Based on what has been described above, this research was formulated to determine the regulation of fixed-term work agreements in Indonesia and the legal protection of contract workers in fixed-term work agreements in Indonesia.

METHOD

This research is normative legal research carried out by finding the truth based on law seen as practice. This research uses a juridical approach which is an approach in terms of statutory regulations and legal norms in accordance with existing problems, considering that the problem being researched and studied is the protection of workers/laborers in fixed-term work agreements (PKWT) since the enactment of the law. Number 13 of 2003 concerning Employment.

To support the discussion of the problems, there are several legal materials that are used as data sources in this research, namely primary legal materials that are based on statutory regulations that are appropriate to the problems discussed in the research. Then, secondary legal materials sourced from literature, legal journals, magazines and newspapers. The technique of combining sources of legal materials through data collection, learning and deepening primary and secondary legal materials in accordance with research is by writing and grouping these materials.

RESULTS AND DISCUSSION

Arrangements for Specific Time Work Agreements in Indonesia

The implementation of a Specific Time Work Agreement (PKWT) in Indonesia is a form of harmonization in the world of work to protect workers to fulfill state mandates for the foundation of the future. With this agreement, it is also hoped that workers will not worry about their rights. As well as increasing the self-esteem of workers and creating a prosperous and prosperous society so that there is no more discrimination experienced by workers, who in this case have the status of subordinates of employers. The cause of this effect is the rapid development of behavior. So companies are required to provide better service. However, at a lower cost, it can generate massive profits. Thus, many companies are changing their company management structure so that it becomes more effective and efficient and the costs incurred by the company in carrying out production activities are smaller, one of which is by handing over work to other parties or by employing workers with different work systems. not fixed.

According to the Decree of the Minister of Manpower and Transmigration Number 100/MEN/IV/2004 concerning Provisions for Implementing Certain Time Work Agreements, a

certain time work agreement is a work agreement between a worker/laborer and an employer to establish an employment relationship for a certain time or for a certain job. A certain time work agreement, which in this explanation is abbreviated as PKWT, is a work agreement made based on a certain period of time or other than that, a certain job that is not permanent and a job that, according to its type and activities, will be completed within a certain time period. This work agreement is valid in accordance with what has been determined in the agreement. If the term has expired, the work agreement automatically ends, resulting in termination of the employment relationship.

A work agreement for a certain time can only be made for certain work which, according to the type and nature or activity, will be completed within a certain time, namely:

Work that is always completed or that is fleeting in nature.

The work is estimated to be completed within a short time and a maximum of 3 (three) years.

Seasonal work.

Work related to new products, new activities, or additional products that are still under trial or exploration.

A fixed-term work agreement or contract worker is an option that employers often use during the probationary period for workers. This is what often happens in the practice of contract workers, such as what is experienced by employees who work in minimarkets. Indirectly, this causes losses for contract workers, namely when workers do not work according to their wishes or do not carry out the employer's orders, the employer has greater power to end work and not extend the contract period, as well as look for other workers according to their requirements. desired. Termination of the contractual relationship will not cause losses to the employer because the employer has no obligation to provide severance pay.

And there are still many workers who do not violate their employment agreement because the company does not provide one. The factor of worker ignorance is the cause of workers not asking and requesting a work agreement, one of which is intended for them. The employment agreement usually states the terms of employment which contain the rights and obligations of the parties. By not providing work agreements to contract workers, it will be difficult for workers to know their rights as fixed-term workers.

Implementation in the field is for contract workers in DKI Jakarta Province, brother A has worked at Lion Air Group as staff for 8 (eight) years and is still a contract worker until now. During these 8 (eight) years, work contracts were only extended and renewed every 2 (two) years. The renewal carried out is also not in accordance with statutory provisions because there is no grace period of 30 (thirty) days. Apart from that, he said that he did not get a copy of the work agreement, even though according to Article 54 paragraph (3) of the Manpower Law, the work agreement must be made in at least 2 (two) copies and has the same legal force to be enforced and kept by the parties. the employer and the recipient of the work. The work carried out is also not a type of work that is always completed or can be completed within a period of 3 (three) years.

It can be seen that the company, in this case as the employer, has violated the applicable provisions, namely regarding the type of work and the term of the work agreement used in the fixed-term work agreement. In a contract employment system, the employing company is not obliged to provide severance pay when the contract period has ended. Continuous contracts with minimum wages mean no guarantee of employment, no guarantee of income, and no guarantee of a decent life for humanity.

Legal Protection for Contract Workers in Specific Time Work Agreements in Indonesia

Legal protection is a very basic need in employment, especially in the form of a work agreement with an entrepreneur or employer. Legal protection for PKWT workers is very important to protect workers' rights. Juridically, in providing protection, every worker has the right to have the same opportunity to get work and a decent living without distinction of gender, race, ethnicity, religion, including receiving equal treatment for people with disabilities.

In Article 86 paragraph (1) of the Manpower Law, it is explained that every worker has the right to the following protection:

Occupational Health and Safety;
Morality and decency;
treatment in accordance with human dignity and religious values.

The scope of protection for workers according to the Employment Law in general includes: protection regarding wages, welfare, social security for workers; occupational safety and health protection; legal protection for forming and becoming members of trade unions; protection of workers' basic rights to negotiate with employers. Labor law protection is categorized into 3 (three) types, namely:

Economical protection

Economic protection is sometimes referred to as social security which is protection for workers regarding their income. This protection covers efforts made to provide sufficient income for the living needs of workers and their families. Including protection if workers work against their will. The labor social security program is intended to provide certainty about the continued flow of family income, some of which have been lost. Besides that, the workforce social security program has several aspects, namely:

Providing basic protection to meet minimum living needs for workers and their families.

It is a reward for the workforce that educates workers' independence so that workers do not have to ask for mercy from others if risks arise in the work relationship such as work accidents, illness, etc.

Social protection or occupational health

Social protection is basically protection for workers which aims to ensure respect for the human dignity of workers and protect their legal position not only as factors of production but also to be treated as dignified human beings. Protection of safety and health for workers is contained in article 86 paragraph (1) of the Manpower Law, which states that every worker has the right to obtain protection for work safety and health, morals and morals, as well as treatment that is in accordance with human dignity. religious values. Occupational safety and health must be implemented in every work environment. There are 3 (three) elements of the work environment, namely:

The existence of a business activity, whether an economic or social activity

There is a source of danger.

There are workers who work in it, either continuously or at certain times.

Technical protection or work safety

Work safety is defined as all rules and efforts that have the aim of providing technical protection for workers from work risks related to the use of tools or machines, materials or ingredients, type of work, place, time and conditions of the workplace during the work period. The availability of supporting facilities and infrastructure as measures to prevent work accidents is also included in this technical protection.

In contrast to other work protection which is generally aimed at the interests of workers, work safety does not only provide protection for workers but also for employers and the government.

For workers, the guarantee of work safety protection will provide a safe working atmosphere so that workers can focus on their work as optimally as possible without worrying about the danger of work accidents that may occur at any time.

For entrepreneurs, having work safety arrangements within the company will reduce the occurrence of work accidents which will result in employers providing social security.

For the government, with the existence of work safety regulations and compliance with these regulations, what the government plans to create a prosperous society will be achieved by increasing company production both in quality and quantity.

Apart from that, there are still problems with the implementation of the type of work that workers can carry out in relation to the arrangement of agreements with a certain time period and there is no law that clearly regulates sanctions for violations committed by employers/employers,

which can be overcome by implementing legal protection. preventively and relatively and carry out supervision of both types of legal protection.

Preventive legal protection aims to protect workers/laborers through statutory regulations, which cover various aspects of employment such as welfare protection, health protection, work safety protection and legal protection in unions. In the midst of widespread danger, fraud or inequality caused by this agreement, it is very detrimental to workers/laborers. With legal protection, it is hoped that workers/laborers can work in peace so that they can increase production and welfare for a better quality of life considering that many workers work with this work agreement. Meanwhile, relative legal protection involves workers' rights in statutory regulations to safeguard their normative rights if there are disputes or other abuses by entrepreneurs/employers.

Furthermore, protection relatively involves protection that is implemented when workers experience problems, either internal to the worker or with the employer. And labor supervision throughout Indonesia has been regulated in statutory regulations regarding the rights of all supervisors in companies when carrying out supervision. The function of labor inspection is to ensure that problems related to labor comply with applicable regulations including regarding worker protection, collect effective information to comply with laws and regulations, especially for entrepreneurs and convey problems that occur to the government which can then be followed up.

Based on the description above, preventive and relative legal protection and supervision of worker protection with this work agreement system in Indonesia aims to protect workers/laborers with this agreement system. Protection is carried out through statutory regulations (preventive), then protection in terms of management (relative) in the event of disputes and supervision carried out by relevant agencies in the employment sector.

CONCLUSION

From the descriptions discussed previously, the following conclusions can be drawn:

A fixed-term work agreement is a work agreement made based on the type or nature and activities of the work to be completed within a certain period of time and not for work where the work activities must only be carried out and are permanent. But in practice, there are still discrepancies made by employers with the applicable provisions of the Labor Law in using fixed-term work agreements.

Legal protection can be categorized into three, namely economic protection, social or occupational health protection and technical or safety protection. There is also legal protection for workers with certain preventive work agreements in Indonesia which are guaranteed in statutory regulations. "And workers can provide relative legal protection by filing a lawsuit to change their relationship to resolve problems both internal to the worker and with the employer."

Suggestion

Employers and companies who are buyers of work are expected to be able to provide rights protection in accordance with the provisions of applicable law to accommodate their workers, both contract workers and permanent workers, without discriminating against certain parties.

Workers are expected to be able to understand the provisions regarding labor law so that they can exercise their rights as workers and can carry out their obligations well and can increase their productivity so that the country's economic development will be better.

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