

## Legal Protection Of Workers Rights In Time Work Agreements Based On Labor Law

Masitah Pohan

*Muhammadiyah University of North Sumatra*

e-mail: [masitahpohan@umsu.ac.id](mailto:masitahpohan@umsu.ac.id)

### ABSTRACT

Labor is the main factor in A company Where worker that's what it is bone back driving force wheel company and already appropriate workers get proper reward, agreement is something deed with Name one person or more tie himself to someone else or deeper the shape agreement That is something Suite containing words promises. Pe ne litian This me nge know i challenge How implementation agreement for worker time certain in Constitution Number 13 of 2003. Me tode pe ne litian This de only I waiting for me eat stu in Pu staka with types and approaches study law empirica, nature research used nature descriptive, data source used is primary data sources with do interview to sources and secondary data sources consisting of from material law tertiary. Deep data collection tools study This is studies field and study literature as well as use qualitative data analysis. Based on results study understood that Law No.13 of 2003 article I paragraph I – 4 stipulates that in The law in question with employment is all all related things with power work on time before, during and after the work period company, pawn shop refers to existing laws / regulations determined by the government, regulations companies and deals with employees responsible answer and at once protect rights worker including field welfare is a must noticed company.

### Keywords:

*Legal Protection, Rights, Agreements Time Work.*

### INTRODUCTION

In mining characterized modern society with technology in life social so that progress business No Enough done individually but must work The same in a way group . Developing countries need technology new efficient For reach development sustainable follow as well as as partner in economy global , protect and relieve poverty as well as suffering man<sup>1</sup> almost every field life in the present This regulated by law through norming to Act in demand human , law browse almost all field life public mix hand increasingly legal wide in various field life public cause problem effectiveness application law

---

<sup>1</sup>Masitah Pohan , 2011," not quite enough answer social company to laborer , librarian nation press, Medan, p . 1 &

become the more important For taken into account , that is that law must can become institutions that work in a way effective in life public .

In the era of globalization as well as competition strict business when this , industry sued To use Can upgrade performance his business past management efficient industry as well as effective , that is with method employ power Work minimum maybe so you can give something maximum in accordance desire company . That matter because industry apply amount source Power man or few workers to get it push capital expenditure . In terms of This usually company use scheme agreement Work time certain . Use Agreement Specific Time Work furthermore called (PKWT) is often ignored fulfillment rights special proper workers filled with entrepreneurs . This matter caused by the position of the workers temporary in a position that does not Empower . Connection Work with PKWT is carried out on agreement made in form written , but often happen is with use agreement in a way oral without There is black above white matter This often No realized However Already happen agreement between the parties , for example moment activity sell buy at the market.<sup>2</sup> Provision arrangement Work stated in Articles 51-54 of the Law Number 13 of 2003 concerning Employment , conditions in reach understanding must really the underlying one arrangement the so that substance understanding Work describe harmony between freedom and commitments made between worker and giver work , as well must describe faith Good with balance rights and obligations . Proven recently Court The Constitution (MK) held hearing prime testing of the Employment Law . Application case Number 17/PUU-XX/ 2022 submitted by Muhammad Reynaldi Ariananda Arkiang , one worker freelance who lives in CimahiYang feel his rights No fulfilled .

Agreement originate from the basic word " promise " . means words that say ability For do something or declare two parties For agreed or willing do something . Based on article 1313 of the Civil Code something agreement is something deed with Name one person or more tie himself to one other person or more . In form agreement That form something Suite containing words promises or expressed ability or written .<sup>3</sup>In the law civil known the term “ engagement ” ie something relationship law between two people or two parties , based on which party is one entitled demand something matter from the other party and the other party obliged For fulfil demands That . 5A bond is born Because treaties and laws , accordingly the definition engagement born Because agreement caused connection between action the agreement that gave rise to it engagement , engagement that arises Because Constitution differentiated among those that arise Because Constitution course and related laws with people's actions .

Use Agreement Work certain time often appears problem . Problems with the agreement Work time certain usually is something a seeming agreement heavy adjacent or harm One party . Businessman is a strong party that has owner capital field Work For workers ) while laborer is the weak party ( the party in need field work offered businessman ). Comparison power the clear potential formation utilization made by the parties businessman to laborer .

---

<sup>2</sup>Fajar Sahat Ridoli Sitompul I Gusti Ayu Agung Ariani. " Strength Tie Agreement Made Orally ” kerthasemaya , VOL. 02, NO. 05, JULY 2014, p 2

<sup>3</sup> like farida , agreement labor , agreement Work time specific and outsourcing, pp.25-26

By juridical , labor is of course free because principles of our country state that No anyone enslaved or enslaved . In the Law Number 3 of 1992 concerning Jamsostek <sup>4</sup>, stated in Article 1 point (2) that , " Labor is everyone who is able do work Good in the nor outside connection Work produce service or goods certain For fulfil need public ". Whereas in Article 1 paragraph (2) of the Law Number 13 of 2003 states that “ Labor is everyone who is able do work To use produce goods and/ or service Good For fulfil need Alone nor For public ”.<sup>5</sup>

Lots of deviations company do in agreement Work time certain one of them is do agreement Work time certain every 3 months , 6 months even up to 12 months very matter this is very contradictory with regulations set by the government . Not again action frequent businessman No care in share provision For worker Good That from facet his rights , so looks clear agreement Work certain sort of That deviated from provision current regulation specifically Constitution employment .<sup>6</sup>

Principle in connection worker time certain things are necessary noticed There is a number of principle that is must made in a way written in Indonesian and letters Latin , at least in duplicate, if made in Indonesian and languages strange and happening difference applicable interpretation Indonesian , only can made For work certain who obey type and nature or activity his job will finished in time a maximum of three year including If There is extension or update , PKWT renewal is carried out after grace time three tens still No can requires there is a trial period work and wages and conditions agreed work No can contradictory with order company , agreement Work together (PKB) and regulations legislation . If PKWT principles are violated to letter a to with letter f, then in a way PKWT law becomes PKWTT, against letter g, then still applies provision in regulation company , agreement Work together and in order legislation . As with 15 work agreements in general, agreements Work time certain (PKWT) must fulfil terms making Good condition material nor formal , deep Constitution Number 13 of 2003 requirements material arranged in article 52, article 55, article 58, article 59, and article 60, meanwhile condition formal arranged in articles 54 and 57. Like in article 58 paragraph 1 of the Law Number 13 of 2003 is regulated that PKWT does not can requires there is a trial period Work . If there is a PKWT that requires a trial period so test in the PKWT null and void as a result The law is PKWT become PKWTT. Terms loaded work in PKWT no can low from terms loaded work in regulation company or agreement Work together .

Based on description background behind above , there is formulation that problem will be researched by the author i.e. , How implementation agreement for worker time certain in Constitution Number 13 of 2003?

## RESEARCH METHODS

---

<sup>4</sup>Article 1 point (3) of the Law Number 3 of 1992 concerning Social Security

<sup>5</sup>Article 1 paragraph ( 2 ) Law No. 13 of 2003 concerning Employment

<sup>6</sup> Khairun Nisa, Ilham Abbas, & Dachran S. Busthami . “ Legal Protection Against Worker With Agreement Status Work for a certain time at PT. Fajar Graha Pena in Makassar City” Journal of Lex Generalis (JLS), Volume 3, Number 7, July 2022, p 3



Je nis the research in pe ne litian This I waiting for me eat de scriptif Yu Ridis normative , that is de only I 'm right analysis face to and research projects me then i pe nde katan face to principles hu ku m that refers or rules hu ku m positive that applies .<sup>7</sup>The nature of pe ne litian This is de scriptif analysis , namely pe ne research of a characteristic the that happened last me mpe role h description ( scriptive ) is challenge circumstances the that the te rte ntu and at the moment te rte ntu , or pe event hu c u m that occur society <sup>8</sup>.

## RESULTS AND DISCUSSION

Labor at the company is the driving motor A company in accordance with frequent agedium buzzed that worker is bone back company without exists worker company No Can walk with well , factor power Work as source Power man is very dominant means For progress A company . A company can it is said to be a benefit if capable scooped up Lots power work , inside company there is agreement Work between workers and companies .<sup>9</sup> Agreement Work is one of derivative from agreements in general , where each agreement own characteristic what specifically differentiates it with another agreement . However all over type agreement own provision generally owned universally by all type agreement , that is about principle legal , legal agreement , subject as well as the object agreed upon . Terms and conditions in the agreement made by the parties containing rights and obligations from each party that must fulfilled . In terms of This listed the principle of “ freedom contract ” (freedom of contract), ie how much Far parties can stage agreements , relationships what happened between they in agreement That as well as how much Far law arrange connection between the parties .

Article 56 paragraph 1 of the law Number 13 of 2003 concerning employment arrange that agreement Work consists on agreement Work time certain (PKWT) and agreements Work time No certain (PKWTT), the old meaning of PKWT is Minister of Energy regulations work ( employer ) No. PER - 02/MEN/1993, terms used is agreement Work time certain (KKWT), interpreted as agreement Work between worker with businessman For stage connection Work in time certain or For worker certain . Law No.13 article 1 paragraph 1 - 4 stipulates that in the law in question with Employment is all related things with power work on time before , during , and after the work period , Labor is everyone who is able do work To use produce goods and/ or service Good For fulfil need Alone nor For society , workers is everyone who works with accept wages or rewards in form other , Giver Work are individuals , entrepreneurs , legal entities , or other bodies that employ power Work with pay wages or rewards in form other . Agreement is something incident where are the parties agreed For do something deed certain in a way together .

Points awarded in this PKWT load room scope and limitations recognized work has finished , and time solution work will customized with solution work . If work finished more fast from the agreed

---

<sup>7</sup> Burhan Bungin , Research Data Analysis Qualitative , Understanding Philosophical and Methodological Towards Mastery of Application Models , Raja Grafindo Persada , Jakarta, 2003, p , 83.

<sup>8</sup> Soerjono Soekanto and Sri Mamudji , Normative Legal Research , Jakarta, 2013, pp . 9.

<sup>9</sup>Masitah Pohan and Harisman “ protection law againsta worker son , junal Justice , Vol. 4 No. 2.

time , then the PKWT complies law ends at the moment work finished . Third , PKWT is based on several other duties of the nature and nature or its implementation No still . This PKWT addressed For work certain things have changed time and volume of work , as well payment participation or often called wages daily . Reytman remind There is provision in contract Work a daily must obeyed , that is . working employees not enough from 21 days in 1 month . If workers daily This worked 21 days or more in 3 months consecutive or more , contract Work valid daily become contract Work No fixed (PKWTT).

Job Creation Law , many provisions experience change is governing provisions about agreement Work time certain . Changes arrangement related agreement Work time certain post its publication Job Creation Law is as following . Change period time For agreement Work time specifically Article 59 paragraph (4). Constitution Employment arrange that agreement Work time certain can held for the longest time period two years time and only can be extended once for period one at most year . So the total term possible time in something agreement Work time certain is during three year . Period time even then can happen with a longer time limit long if businessman apply system update agreement Where do you work For update agreement Work time certain can done once for a maximum of two years , with provision update agreement Work new can done after exceed the grace period time three tens day since the end agreement Work time certain first .

It means if businessman apply system update , then time maximum possible held For agreement Work time certain is during four year . Whereas in Article 81 number 12 of the Job Creation Law which amends Article 56 of the Law Employment , in paragraph (3) of article the arrange that period time finished agreement Work time certain determined in agreement Work . The Job Creation Law also regulates that provision more carry on about agreement Work time certain based on period time or finished something work certain arranged in Regulation Government . Rule the Then arranged more carry on in Regulation Government No. 35 of 2021 concerning Agreement Fixed Time Work , Outsourcing, Work Time and Rest Time , and Termination Connection Work . UU no. 13 of 2003 anticipates this si game law from naughty businessman with set that something PKWT renewal only can held after exceed grace time three tens day the end of the old PKWT. During grace 30 days time That does not There is work relationship between employee with businessman . The parties can arrange other than the provisions above are outlined in agreement .

## CONCLUSION

Agreement Work time certain called as terminated contract based on period time certain or based on implementation work certain . Contract Work time certain depending on the duration and ending work . Article 59 Paragraph (1) Law No.13 of 2003 concerning Employment mention that Agreement Work For time certain only can made For work certain who obey type and nature or activity his job will finished in time certain , Employee still Still arranged in Regulation Government No. 35 of 2021 concerning PKWT , points given in this PKWT load room scope and limitations recognized work has finished , and time solution work will customized with solution work . If work finished more fast from the agreed time , then the PKWT complies law ends at the moment work finished.

## **BIBLIOGRAPHY**

- Burhan Bungin, Research Data Analysis Qualitative, Understanding Philosophical and Methodological Towards Mastery of Application Models, 2003, Raja Grafindo Persada, Jakarta.
- Fajar Sahat Ridoli Sitompul I Gusti Ayu Agung Ariani. " Strength Tie Agreement Made Orally" kerthasemaya , VOL. 02, NO. 05, JULY 2014.
- Ike farida, agreement labor , agreement Work time certain and outsourcing.
- Khairun Nisa, Ilham Abbas, & Dachran S. Busthami . “ Legal Protection Against Worker With Agreement Status Work for a certain time at PT. Fajar Graha Pena in the City Makassar” Journal of Lex Generalis (JLS), Volume 3, Number 7, July 2022.
- Masitah Pohan and Harisman “protection law againsta worker son, junal Justice, Vol. 4 No. 2.
- Masitah Pohan, 2011, “responsibility social company to laborer, librarian nation press, Medan.
- Article 1 paragraph ( 2 ) Law No. 13 of 2003 concerning Employment
- Article 1 point (3) of the Law Number 3 of 1992 concerning Social Security
- Soerjono Soekanto and Sri Mamudji , 2013, Normative Legal Research , Jakarta.

