

Legal Protection of Workers in a Certain Time Work Agreement (PKWT) is Reviewed from Law No. 11 of 2020 Concerning Job Creation and Government Regulations

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ABSTRACT

The presence of the Job Creation Law is expected to be able to protect the welfare of workers. Workers are an asset to a company. The 1945 Constitution of the Republic of Indonesia Article 27 paragraph (2) protects the basic rights inherent in workers. The implementation of Industrial Relations in line with the development of the economy in general-, is a logical consequence of the absolute development required. This research was conducted to find out and analyze the Legal Protection of Workers / Workers in PKWT, agreement clauses in certain time work agreements (PKWT), legal remedies that can be carried out in resolving problems between the Implementation of PWKT, legal protection for workers/workers who are bound by a Certain Time Work Agreement (PKWT) in Government Regulations and Law No. 11 of 2020 concerning Job Creation. This research shows that PKWT Contract agreements generally contain several clauses that must be included, including a termination clause, an employment agreement expiration clause, and a clause on the rights and obligations of the parties. Work protection for workers/workers can be carried out properly if the parties know their respective rights and responsibilities, and understand labor laws in accordance with norms, job creation laws, and government regulations. The government must socialize workers in providing work protection that includes the rights and obligations of workers in accordance with job creation laws and government regulations. So that the workers

are not blind to their own rights and obligations in accordance with applicable Laws and Government Regulations.

Keywords: *Legal Protection, Workers, PKWT*

INTRODUCTION

The Job Creation Law is one of the positive laws in Indonesia, which is inspired by international law (Treaty). Treaties are divided into two types, namely the Law Making Treaty and the Treaty Contract so that all States as part of the world community inevitably have to become parties or heed them, except the international treaty provides for reservations. Treaty Contracts are bilateral (carried out by two States) or multilateral (carried out by several States), so the agreement is only binding for states that are parties to the treaty. And the provisions of international law relating to labor law or labor law are included in the Law Making Treaty, which is published by the World Labor Agency called the ILO (International Labor Organization) in the form of a convention (ILO Convention).

The source of the law is all aspects caused by rules that are strong and coercive, in the more obvious sense that if the rules are violated, certain sanctions will be given to the violators. Likewise, Algra, (Ishaq, 2018) divides the source of law into two parts, namely the source of material law and

formal. The source of the material law is the place from which the material is taken. This material source of law is a factor that limits the division of laws such as social relations, political power relations, socioeconomic situations, traditions (religious views, decency), and awareness of the law. The source of legal formal is the place or source from which a regulation acquires legal force. It relates to the form or manner in which the regulation is formally enforced. What is generally recognized as a source of formal law is legislation, treaties between countries, jurisprudence, and customs.

The implementation of Industrial Relations in line with economic development in general as a logical consequence of the absolute development required, the existence of cooperation in the preparation of the Collective Labor Agreement as a guideline to better ensure the smooth running of harmonious relations between the Company's Leaders and trade unions/workers, in order to create and foster work tranquility and strive towards improving living standards, and increasing productivity, which is based on the principle of Industrial Relations in realizing the welfare and prosperity of the Indonesian nation. The leaders of companies and labor unions realize the importance of formulating in detail, all labor problems between employers and workers which are at the same time handlers and guidelines for the creation of a harmonious, harmonious, and balanced cooperative relationship, the rights, obligations, and responsibilities of each party in its implementation towards the development of the whole person.

The process of passing the Job Creation Law also received a pro and con response in various community groups including the Confederation of Indonesian Trade Unions (CITU), Confederation of All Indonesian Trade Unions and Indonesian Agricultural Unions (IAU), and Indonesia Human Right Committee For Social Justice (IHCS), considers that the revised Act is problematic and is considered detrimental to workers, especially to workers. There are a number of points that are considered detrimental to

workers such as; 1) Work systems that are considered uncertain and are estimated to be completed over a long period of time, 2) Outsourcing Practices that are considered to be widespread because they do not set limits on the criteria for jobs that can be hired outsourced or Outsourcing, 3) Exploitative Working Time which is considered to provide a maximum limit of overtime from three hours in a day and 14 hours in a week, to 4 hours in a day and 18 hours in a week, and is considered to have an impact on the health of workers, the amount of overtime pay received will also not be comparable, 4) Reduced leave and rest rights because it is considered Only a one-time break a week, 5) Vulnerable to Layoffs because the previous Law provided for sick and disabled workers due to work being abolished. (Tsarina Maharani, 2021)

However, this was explained by the government and the President about the Job Creation Bill and gave a response to the workers' side that the rejection of the Job Creation Law was due to hoaxes and disinformation. This Law was created to provide a great opportunity for every community to create new jobs and businesses. And asserting a number of points that are considered to be burdensome to workers and deprive workers of welfare is untrue and hoaxes such as the Minimum Wage being abolished, Wages calculated hours worked, the leave will be lost, companies being free of unilateral layoffs, and the disappearance of social security. Some of these points were refuted by the government and the President that this is not true, which is that the Job Creation Law will still refer to the Labor Law. However, there are some that are revised aimed only at providing opportunities to open up new businesses and create extensive employment opportunities. (Lizsa Egeham, 2021)

The enactment of the Job Creation Law in 2020, makes labor provisions no longer legally dependent only based on the Employment Law. Several articles in the Manpower Law have undergone changes, both articles were changed and deleted by the Job Creation Law. One of the provisions

amended by the Job Creation Law is to delete and revise article 59 of the Labor Law on related provisions regarding Certain Time Work Agreements. A Specific Time Employment Agreement is an employment agreement between a worker and an employer or company in order to enter into an employment relationship within a certain time or for a certain type of work. The Specified Time Employment Agreement also regulates the position or position, the worker's salary or wages, benefits, as well as workers' facilities, and other matters of a personal governing nature of the employment relationship.

The existence of a specific time employment agreement. in Indonesia, it is regulated in Law No. 11 of 2020 and further provisions are regulated through PP No. 35 of 2021. The existence of this regulation aims to ensure that the worker and the employer get the same legal protection in carrying out an employment relationship based on a certain time work agreement. A Certain Time Work Agreement still has a negative impact on workers even though it has been regulated in the law, namely the company/employer can carry out an employment contract beyond the time limit regulated by law. In practice, a company can enter into a prolonged contract beyond the time limit already stipulated in the law. One of the reasons companies are reluctant to designate workers/laborers into Indefinite Time Work Agreements is due to wage problems. The provision of wages for workers is used as the basis for employers to use workers to carry out emphasis because employers feel "the position of workers is lower than that of employers.

The presence of the Job Creation Law is expected to be able to protect the welfare of workers. Workers are an asset for a company. The 1945 Constitution of the Republic of Indonesia Article 27 paragraph (2) protects the basic rights inherent in workers. This article guarantees the rights of workers and the same opportunity and treatment without discrimination.

DISCUSSION

Certain Time Work Agreements (PKWT) Applied in Law No. 11 of 2020 Concerning Job Creation and Government Regulations

1. Duration of a Certain Time Work Agreement

a. Based on the Job Creation Law

The implementation of the period of the work agreement for a certain time in the Job Creation Law is divided into several types, namely:

According to article 56 paragraph (2) which reads "The employment agreement for a certain time as referred to in paragraph (1) is based on:

- a) the term; or
- b) the completion of a particular work."

Article 56 paragraph (3) reads "The period or completion of a certain work as referred to in paragraph (2) is determined based on the employment agreement."

In this case, it is intended that the provisions of the PKWT period regulated in article 56 in paragraphs (2) and (3) of the Job Creation Law are divided into two, namely the first with the agreement of the period that has been determined when signing the employment contract or employment agreement and the second is the completion of a certain work. As explained again in article 56 paragraph 3, it can be concluded that the purpose of the completion of a certain work is a worker / or laborer with an employer or both parties who have agreed to a job will be completed in accordance with the time or period of the product or work that has been accepted when signing the employment agreement.

Article 56 of paragraph 4 says that "Further provisions regarding a certain time employment agreement based on the term or completion of a particular work are regulated in a Government Regulation." In other words, to continue the regulation and the establishment of a certain period of time employment agreement will be explained significantly and in-depth to the government regulation.

b. Based on Government Regulation No. 35 of 2021

Government Regulation No. 35 of 2021 regulates Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment. The government regulation explains the period of the Specified Time Work Agreement in article 56 paragraphs (2) and (3) of the Job Creation Law as follows:

Government Regulation No. 35 of 2021 Article 5 paragraph (1) explains a Certain Time Work Agreement based on the period as referred to in Article 56 paragraph (2) of the Job Creation Law letter (a) made for certain jobs, namely:

- a) work for which it is expected to be completed in the not too distant future;
- b) work of a seasonal nature; or
- c) work related to new products, new activities, or ancillary products that are still under trial or exploration.

The period of the type of Certain Time Work Agreement described in Government Regulation No. 35 of 2021 article 5 paragraph (1) or as stated and explained in point (a) above the completion of work for a maximum of 5 years as stated in Government Regulation No. 35 of 2021 article 6. In article 7 paragraph (1) the expiration of a certain type of Time Work Agreement in article 5 paragraph (1) letter (b) is depending on the season or weather, or certain conditions. Article 8 reiterates that the type of period of the Certain Time Work Agreement regulated in Government Regulation No. 35 of 2021 Article 5 paragraph (1) as long as the term of the Specified Time Work Agreement regulated in the article is a maximum of 5 Years.

Certain Time Work Agreement is based on Article 56 paragraph (2) letter (b) of the Job Creation Law which reads "completion of a certain job". In Government Regulation No. 35 of 2021 article 5 paragraph (2) explains that "the completion of a certain work" is divided into 2 types, namely the letter (a) work time that will be completed in accordance with the work once completed and letter (b) work that is temporary.

The period of completion of work in article 56 paragraph (2) letter (b) of the Job Creation Law or in Government No. 35 of 2021 Article 5 paragraph (2) letters (a) and (b) is clarified in Government Regulation No. 35 of 2021 Article 9 paragraph (1) which concludes that the completion of the work period of the Specified Time Work Agreement of this type is based on the agreement of the parties as stated in the Work Agreement which is temporary in nature and not harvester.

2. The Nature of a Certain Time Employment Agreement Work

Based on Law No. 11 of 2020 concerning Job Creation in the Time Work Agreement, of course, it is distinguished based on the nature of the work as stated in article 59 paragraph (1) which can be concluded as follows; An employment agreement for a certain time can only be drawn up for a specific work that according to the type and nature or activity of its work will be completed within a certain time, which is as follows:

- a) work that is once completed or that is temporary in nature;
- b) work that is expected to be completed in the not too distant future;
- c) work of a seasonal nature;
- d) work related to new products, new activities, or ancillary products that are still under trial or exploration; or
- e) work whose type and nature or activity is non-fixed in nature."

An employment agreement for a certain time can only be drawn up for a specific work that according to the type and nature or activity of the work will be completed within a certain time, which is as follows:

- a) work that is once completed or that is temporary in nature;
- b) work that is expected to be completed in the not too distant future;
- c) work of a seasonal nature;
- d) work related to new products, new activities, or ancillary products that are still under trial or exploration; or
- e) work whose type and nature or activity is non-fixed in nature."

It is clarified in Government Regulation No. 35 of 2021 article 5 paragraphs (1) and (2) which reads as follows:

Paragraph (1) Of The Time Work Agreement is certainly based on the period as referred to in Article 4 paragraph (1) letter a "Natural Time Work Agreement based on the term of time" made for certain jobs, namely:

- a) work for which it is expected to be completed in the not too distant future;
- b) work of a seasonal nature; or
- c) work related to new products, new activities, or ancillary products that are still under trial or exploration.

Paragraph (2) of a Certain Time Work Agreement based on the period as referred to in Article 4 paragraph (2) letter b "A Certain Time Work Agreement based on the completion of a certain work" is made for a particular job;

- a) work that is once completed; or
- b) work of a temporary nature.

In Law No. 11 of 2020 concerning Job Creation and Government Regulation No. 35 of 2021 which regulates the Nature and types of Certain Time Work Agreements, it can be concluded that there are 5 types of the nature of Certain Time Work Agreements, namely; 1) work that is once completed, 2) work that is seasonal, 3) work related to new products, new activities, or additional products that are still under experimentation or exploration, 4) work that is estimated to be completed in the not too distant future, 5) work whose type and nature or activity is not fixed. (Erlangga Bagus Setiawan, 2021)

Protection of PKWT Workers Based on Law No. 11 of 2020 and Government Regulations

According to Zainal Asikin, legal protection for workers is very necessary given their weak position. So he mentioned that "The legal protection of the employer's power is carried out if the legislation in the labor field that requires or forces the employer to act as in the legislation is actually carried out by all parties because the applicability of the law cannot be measured juridically

alone, but is measured sociologically and philosophically." (Zaenal Asikin, 1993)

Meanwhile, according to Philipus, "Legal protection is to provide protection to the human rights of those who are harmed by others, and that protection is given to society so that they can enjoy all the rights granted by law." (Philipus M. Hadjon, 1987) Legal protection for workers/laborers in time work agreements is certainly based on a form of legal protection for a certain time work agreement starting from the existence of an agreement, the employment agreement in the time work agreement is certainly regulated as a form or effort in providing protection to workers / or laborers. This is also so as not to provide opportunities for employers or employers to take advantage of workers/laborers whose form or nature of work time work agreements are certainly carried out continuously or permanently but the rights obtained are not the same as indeterminate work agreements.

The Specific Time Work Agreement was previously regulated in the Job Creation Law, there are changes related to the legal protection of Certain Time Work Agreements. The legal protection of a Certain Time Work Agreement that is regulated in the Job Creation Law is as follows:.

1. Protection of Workers / Laborers of Certain Time Work Agreements Against the Right to Receive Wages

According to Government Regulation No. 35 of 2021, article one explains that a Worker/Laborer is everyone who works by receiving wages or other forms of remuneration. And the definition of wages is the right of Workers / Laborers that are received and expressed in the form of money in return from the Employer or employer to the Worker / Labor which is determined and paid according to an Employment Agreement, agreement, or laws and regulations, including benefits for Workers / Laborers and their families for a job and/or services that have been or will be carried out. Wages are given as a form of fair and decent repayment given to the

workers for their services in achieving the goals of the organization.

Wages are given as a form of fair and decent repayment given to the workers for their services in achieving the goals of the organization. Workers/laborers are entitled to wage protection as stipulated in the job creation law article 66 paragraph (2) which reads as follows:

"The protection of workers/laborers, wages and welfare, work conditions, and disputes that arise are carried out at least in accordance with the provisions of laws and regulations and are the responsibility of outsourcing companies."

Article 13 of the Government Regulation also regulates the right to wages received by the time work agreement of course. on the letter (e) which reads "the amount and manner of payment of Wages". So the worker/laborer has the right to know how much and how to receive wages from the employer or both parties agree on the number of wages to be received and stated in writing in the letter of the work agreement time of course.

In article 88A, subsection;

- 1) The worker/laborer's right to wages arises when there is an employment relationship between the worker/laborer and the employer and ends at the time of the termination of the employment relationship.
- 2) Every worker/laborer shall be entitled to equal pay for work of equal value.
- 3) Employers shall pay wages to workers/laborers in accordance with the agreement.

From the sound of this article, the Job Creation Law pays great attention to the right of workers to receive work wages. Every entrepreneur is obliged to comply with all provisions of the Job Creation Law which regulates all aspects of the obligations that must be paid by the employer or company to the worker/worker.

2. Protection of Workers / Laborers of certain time employment agreements Against the Right to Receive Compensation

Article 61A paragraph (1) reads "In the event that a certain time employment agreement expires as referred to in Article 61 paragraph (1) letter b (The employment agreement ends if the expiration of the term of the employment agreement) and letter c (completion of a certain work), the employer is obliged to provide compensation money to the worker/laborer." And paragraph (2) which reads in the Job Creation Law which regulates compensation money for workers or laborers reads "compensation money as referred to in paragraph (1) is given to workers/laborers in accordance with the working period of workers/laborers in the company concerned."

And Subsection (3) reads "Further provisions regarding compensation money are provided for in a Government Regulation."

Government Regulation No. 35 of 2021 article 16 which regulates the compensation that must be received by workers/laborers, which reads as follows:

Subsection (1) "The amount of compensation money shall be given in accordance with the following provisions:

- a. Specific Time Work Agreement for 12 (twelve) months continuously, given in the amount of 1 (one) month wages;
- b. Certain Time Work Agreement for 1 (one) month or more but less than 12 (twelve) months, calculated in proportion to the calculation: service period per 12 x 1 (one) month Wages;
- c. Specific Time Work Agreement for more than 12 (twelve) months, calculated in proportion to the calculation: length of service per 12 x 1 (one) month Wages.

Subsection (2) "The wages referred to in subsection (1) used as the basis for calculating the payment of compensation money consist of basic wages and fixed benefits."

Subsection (3) "In the event that wages in the Company do not use the basic Wage component and fixed allowances then the basis for the calculation of the payment of compensation money is Wages without benefits."

Subsection (4) "In the event that wages in a company consist of basic wages and non-fixed benefits then the basis for the calculation of compensation money is the basic wages."

Subsection (5) "In the event that a Certain Time Employment Agreement based on the completion of a work is faster than the length of time promised in the Specified Time Work Agreement, the compensation money is calculated until the time of completion of the work."

Subsection (6) "The amount of compensation money for Workers/Laborers in micro-enterprises and small businesses is given by agreement between the Employer and the Worker/Laborer."

To emphasize the protection of the rights of workers/laborers in the nature of a Certain Time Work Agreement in receiving compensation is explained and legally stipulated in the Copyright Law and Government Regulations which states that workers/laborers are protected their rights in obtaining compensation if the work period ends, namely if the work period of the worker status of a Certain Time Work Agreement is for 1 year then the compensation obtained is 1 working month. If it is more than one year, the count is the period of service (count of months) per 12 times the wages in a month.

3. Job Loss Guarantee Protection

Job Loss Guarantee is a guarantee given to workers/workers who experience termination in the form of cash benefits, access to job market information, and job training.

Reviewed from the Job Creation Law article 82

"The provisions of Article 18 are amended to read as follows:

Article 18

Types of social security programs include:

- a) health insurance;
- b) occupational accident insurance;
- c) old-age guarantee;
- d) pension guarantees;
- e) death guarantees; and
- f) job loss guarantee."

Originally in the old provisions only included 5 (five) programs, namely, point a) to point e), and now there is 1 more scope, namely job loss guarantees. With this effort, the government through the Job Creation Law has tried to improve the protection of rights and welfare for workers/ workers. The expectations of further workers/laborers in their application will not be difficult or convoluted. (Mutia Fauzi, 2020)

Job Loss Insurance is administered by the Employment Social Security Organizing Agency as well as the Government. Relating to protection for workers Certain Time Employment Agreements who receive Termination of Employment, one of which is the request for Job Loss In essence, the social security program for workers is intended to provide certainty for the ongoing flow of family income receipts in lieu of part or all of the lost income. In addition, the labor social security program has several aspects, including (a) Providing basic protection to meet the minimum living needs of the workforce and their families; (b) is a tribute to a workforce that has contributed its energy and thoughts to the company in which it works.

The benefits provided by the Job Loss Guarantee for certain Time Employment Agreement workers who receive Termination of Employment are:

1. Cash, handed over every month is very much 6 months Salary, with a determination of 45% of salary for the first 3 months and 25% of salary for 3 months.
2. Access to market data on activities, submitted in the form of activity market data (provision of professional vacancy information) and or position education (self-assessment and or job direction).
3. Job training, in the form of competency-platform training through job training

bodies owned by the Government, private sector, or companies.

The above is also supported by the regulations of the Job Creation Law

Article 46C paragraph:

[1] A job loss guarantee participant is any person who has paid dues.

[2] The dues referred to in subsection (1) shall be paid by the central government."

Article 46D paragraph:

[1] Job loss guarantees benefits in the form of cash, access to job market information, and job training.

[2] The guarantee of loss of work as referred to in paragraph (1) shall be given a maximum of 6 (six) months of wages.

[3] The benefits as referred to in paragraph (1) are received by the participant after having a certain participation period.

[4] Further provisions regarding benefits as referred to in paragraph (1) and certain participation periods as referred to in paragraph (2) shall be regulated in a Government Regulation."

Workers/workers who are entitled to get a Job Loss Guarantee if they experience several events as regulated in article 82 paragraph (1) of the Job Creation Law. Where it regulates the types of social security programs including job loss insurance if workers or laborers experience conditions of termination of work as stated in article 46 Which reads, as follows;

[1] Workers/laborers who experience termination are entitled to a job loss guarantee.

[2] Job loss guarantee shall be administered by the social security administering body of employment and the Central Government.

[3] Further provisions regarding the procedure for administering job loss guarantees shall be provided for in a Government Regulation."

According to R. Subekti in the provisions governing the matter of termination of employment, there are many differences between employment agreements that are held for a certain time and those that are

held without an indeterminate time. (Subekti R, 1981) The expectations of workers/workers in the opinion of R.Subekti in this Government Regulation that will regulate the technical implementation of the Job Loss Guarantee Program will not have any difference between the two types of employment relations.

Article 46E paragraph:

[1] The source of funding for job loss guarantees comes from:

- a. Government start-up capital;
- b. Recomposition of social security program contributions; and/or
- c. Operational funds of the Employment Social Security Organizing Agency.

[2] Further provisions regarding the funding of job loss guarantees as referred to in paragraph (1) shall be regulated in a Government Regulation.

Government Regulation No.37 of 2021 which regulates the Implementation of the Job Loss Guarantee Program in article 2 paragraph (1) states that "Employers are required to include their workers/ workers as participants in the Job Loss Guarantee Program".

Judging from the Job Creation Law No. 11 of 2020 and Government Regulation No. 37 related to workers' social security, it can be seen that the increase in worker protection and welfare is very clear.

Legal Consequences for Violators of The Provisions of The Law on Job Creation

The employer consists of individuals, employers, legal entities, or other entities that have contracts or employment agreements with labor by paying wages or remuneration, in accordance with article 1 paragraph 4 of the labor law. Meanwhile, labor is people who can do work to produce goods or services to meet their own needs or the needs of the community.

The employer and the worker are both interrelated and have a relationship in the work agreement or it can be said that this work agreement is an employment relationship. Whatever the actions of the employer, it is necessary to pay attention to

the applicable provisions so that there are no human rights violations, for this reason, the implementation of the employment relationship requires the participation of the State in regulating certain matters through laws. For this reason, criminal sanctions are regulated in terms of criminal acts in the world of manpower whose function is as a means of law enforcement through the provision of punishment to employers in the event of a crime.

1. Sanctions for Violations of Law No. 11 of 2020 concerning Job Creation

The enactment of Law Number 11 of 2020 concerning Job Creation is a new paradigm in the formation of laws and regulations in Indonesia. Not only the formation of the Law, the form of regulations under the Law can also be done using the omnibus law technique.

According to the Minister of Manpower, Ida Fauziyah concerning Law No.11 of 2020 or what is called the Job Creation Law "The Job Creation Law is a big step for the Indonesian nation to improve the investment and employment ecosystem in order to achieve the goals of the Indonesian state that is productive, competitive, adaptive and innovative and can get out of the trap of a middle-income country, an omnibus law that regulates changes in regulations for various sectors with the goal of improving the investment climate and realizing legal certainty. For example, regarding the change in the provisions regarding a certain time employment agreement, it is intended to provide legal certainty for both parties through the affirmation that contract workers can only be employed on jobs that are temporary or non-permanent in nature. The term of use of these contract workers will be regulated in a Government Regulation." (Ministry of Manpower of the Republic of Indonesia, 2020)

The Job Creation Law also stipulates the rules and provisions of legal protection for workers/workers and so for employers and also legal consequences for parties who do not follow and comply with the provisions of the Job Creation Law.

Legal consequences if the parties violate the rules of the Job Creation Law will receive 2 penalties;

1. Administrative Penalties
2. Criminal Provisions.

In article 185:

[1] Whoever violates the provisions as referred to in Article 42 paragraph (2), Article 68, Article 69 paragraph (2), Article 80, Article 82, Article 88A paragraph (3), Article 88E paragraph (2), Article 143, Article 156 paragraph (1), or Article 160 paragraph (4) shall be subject to a maximum imprisonment of 1 (one) year and a maximum of 4 (four) years and/or a fine of at least Rp100,000,000, 00 (one hundred million rupiahs) and a maximum of Rp400,000,000.00 (four hundred million rupiahs).

[2] A criminal act as referred to in paragraph (1) is a criminal offense Where the article mentioned in Article 185 is an Article relating to regulations on obligations that must be obeyed by workers/laborers and employers if they violate one of the items of the article mentioned in Article 185 then as stated in article 185 the parties are obliged to pay fines and criminal acts.

Article 186

[1] Whoever violates the provisions as referred to in Article 35 paragraph (2) or paragraph (3), or Article 93 paragraph (2), shall be subject to imprisonment for a minimum of 1 (one) month and a maximum of 4 (four) years and/or a fine of at least Rp10,000,000.00 (ten million rupiah) and a maximum of Rp400,000,000.00 (four hundred million rupiahs).

[2] A criminal offense as referred to in subsection (1) shall constitute a criminal offense.

Article 187

[1] Whoever violates the provisions as referred to in Article 45 paragraph (1),

Article 67 paragraph (1), Article 71 paragraph (2), Article 76, Article 78 paragraph (2), Article 79 paragraph (1), paragraph (2), or paragraph (3), Article 85 paragraph (3), or Article 144 shall be subject to criminal sanctions of confinement for a minimum of 1 (one) month and a maximum of 12 (twelve) months and/or a fine of at least Rp10,000,000, 00 (ten million rupiahs) and a maximum of Rp100,000,000.00 (one hundred million rupiahs).

- [2] The crime as referred to in paragraph (1) is a criminal offense. 2. Sanctions from the budgeting of Government Regulation No.35 of 2021

Government Regulation No.35 of 2021 which regulates administrative penalties in Chapter VII in article 61;

- [1] Entrepreneurs who violate the provisions of Article 15 paragraph (1), Article 17, Article 2L paragraph (1), Article 22, Article 29 paragraph (1) point b and letter c, Article 53, and/or Article 59 are subject to administrative sanctions in the form of:

- a) a written reprimand;
- b) restrictions on business activities;
- c) temporary cessation of part or all of the means of production; and
- d) suspension of business activities.

- [1] The imposition of administrative sanctions as referred to in paragraph (1) shall be carried out in stages.

- [2] A written reprimand as referred to in paragraph (1) of a letter shall constitute a written warning of an offense committed by the Employer.

- [3] Temporary suspension of part or all of the means of production as referred to in paragraph (1) point c in the form of the act of not carrying out part or all of the means of production of goods and/or services within a certain time.

- [4] Suspension of business activities as referred to in paragraph (1) letter d in

the form of an action to stop the entire production process of goods and/or services in the Company within a certain time.

CONCLUSION

A Certain Time Employment Agreement Contract generally contains several clauses that must be included, including a termination clause, an employment agreement expiration clause, and a clause on the rights and obligations of the parties. The termination clause is regulated in No. 11 of 2020 Government Regulation No. 35 of 2021 Article 4 and article 5 regarding the period of work and the nature and type of work. The clause for the expiration of the employment agreement is regulated in the provisions of Article 61 paragraph (1) of the Job Creation Law and in Government Regulation No. 35 of Article 36. Clauses of rights and obligations of the parties consist of clauses of the rights and obligations of workers and employers. Workers' rights are entitled to equal opportunities without discrimination, the right to earn an income that meets a decent livelihood for workers and their families, the right to obtain social security for workers, and the right to obtain protection, namely work safety, morals, and decency. Meanwhile, the obligations of workers are to provide good production results and follow the orders and rules of the entrepreneur/company. The right of entrepreneurs is the right of entrepreneurs to get good production results and give decent orders, while the obligations of entrepreneurs are in the form of paying wages and providing health and security guarantees.

Work protection for workers/workers can be carried out properly if the parties know their respective rights and responsibilities, and understand labor laws in accordance with norms, job creation laws, and government regulations. Employers carry out their obligations as they should provide working hours, wages, severance pay, compensation, working holidays, and Job Loss Guarantees in accordance with laws and government regulations that have been legalized. This

must absolutely be done by employers if one of them is not carried out or violates job creation laws and government regulations. Then it will get criminal or administrative sanctions as a form of violation in accordance with the regulations of the Job Creation Law Article 185;186; and 187 as well as Article No.35 of 2021 Which regulates administrative penalties in Chapter VII in article 61.

Conflict of Interest: None

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