



Legal Assurance Against Contract Workers in Review of Copyright Law

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Abstract

This research is descriptive in a normative juridical manner, using secondary data, primary and secondary legal materials. Legal protection and welfare for workers is duty of government. One form of welfare is by making policies in form of revising Law Number 13 of 2003 concerning Manpower with Law Number 11 of 2020 concerning Job Creation and its derivatives Government Regulation of the Republic of Indonesia Number 35 of 2021 concerning Work Agreements for a certain time, Outsourcing, Time Work and Rest Time, and Termination of Employment. The Employment Creation Act has provided answers to problems regarding compensation at the end of the employment relationship with the addition of Article 61A. Where in the article stipulates that when the work agreement for a certain time ends, entrepreneur is obliged to provide compensation money to the worker whose amount is adjusted to the working period of the worker concerned. However, after Employment Creation Act was enacted, there are still several problems that deserve attention, including: there is no limit regarding with maximum period for a certain type of work agreement based on completion of a particular job, there are no legal consequences if work agreement a certain time is made in writing, and there is no arrangement regarding notification from employer regarding extension and renewal of work agreement for a certain time.

Keywords: *Legal; Copyright; Law*

Introduction

A work agreement is an agreement between a worker/labourer and an entrepreneur or employer that contains the working conditions, rights and obligations of the parties. The work agreement is divided into two, namely for a certain time and not for a certain time. Employment cases in Indonesia are very diverse. In fact, the problems surrounding employment are so complex that require legal protection. Almost all fields of work have minimal legal protection, almost never registered with the Manpower and Transmigration Service (Disnakertransduk) as a result of weak legal protection for contract

workers.(Wijayanti, 2014) The existence of an imbalance between position of workers and employers requires state to provide protection through laws and regulations. In addition, the legal regulations contain defects in substance can result in social conflicts.(*Perlindungan Hukum Pekerja Harian Lepas Di Kabupaten Bondowoso | Rahayu | JUSTITIA JURNAL HUKUM*, n.d.)

In Article 1 paragraph (15) of Law No. 11 of 2020 concerning Job Creation, it is explained that: an employment relationship is a relationship between an entrepreneur and based on worker is work agreement has elements of work, wages, and orders. Employment agreements based on Article 56 of Law No. 13 of 2003 in conjunction with Article 56 of Law No. 11 of 2020 are divided into two types, namely a Specific Time Work Agreement (PKWT) and an Indefinite Work Agreement (PKWTT). Based on PKWT is period of completion a certain job or commonly called contract workers while PKWTT has an unlimited period or is called permanent worker.

The existence of PKWT in Indonesia is regulated in Law No. 11 of 2020 and further provisions are regulated through Government Regulation No. 35 of 2021. Purpose of this regulation is to ensure that both workers and employers receive the same legal protection in carrying out work relations based on a certain time work agreement. PKWT still has a negative impact on workers even though it has been regulated by law,namely companies/entrepreneurs can enter into work contracts beyond limit time regulated by law. In practice, a company can enter into a prolonged contract beyond limit time stipulated in law. One of reasons why companies are reluctant to assign workers/labourers to be (PKWTT) is because of the issue of wages. The provision of wages for workers is used as the basis of employers for use workers to put pressure on them because employers feel "the position of workers is lower than the employer.(Sugiarti & Wijayanti, 2020)

However, after enactment of Job Creation Law, many workers rejected of law on the grounds that law contained regulations were considered detrimental to workers, especially in Chapter IV which regulates employment.(Matompo & Izziyana, 2020) One of the reasons the workers rejected the Job Creation Act was related to several changes to the provisions governing certain time work agreements (PKWT), especially regarding period of time for a certain time work agreement to be carried out. Based on this background, writing In this study, researchers are interested in discussing what are the problems faced related to the implementation of work agreements for a certain time after the enactment of Job Creation Act and what forms of legal certainty and protection for PKWT workers are.

Research Method

This research is descriptive in a normative juridical manner, using secondary data, primary and secondary legal materials.(Putri et al., 2020)

Results and Discussion

Legal Protection for Workers in Certain Time Work Agreements (PKWT)

Basis of the Contract Worker is a Specific Time Work Agreement (PKWT), this type of agreement is based on certain work made based on agreement of parties, and if in this case of certain work agreed in the PKWT Specific Time Work Agreement cannot be completed according to agreed length of time, then PKWT Specific Time Work Agreement period is extended until a certain time limit until completion of work. If contract is about to expire and work carried out has not been completed, employer can be extend of PKWT Specific Time Work Agreement for a period according to agreement between employer and worker himself. Whereas PKWT Specific Time Work Agreement based on a

certain period of time can be held for a maximum of 5 years, including extension. (Louvita Achmad S, Dhoni Marten, 2021)

In Article 81 number 12 of Job Creation Law which amends Article 56 of Manpower Act, in paragraph (3) the article stipulates that period of completion work agreement for a certain time is determined in work agreement. The Employment Creation Act also stipulates further provisions regarding a certain time work agreement based on period or completion of a certain work are regulated in a Government Regulation. These rules then further regulated in Government Regulation no.35 of 2021 concerning Certain Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment. In government regulation, arrangement regarding the period of a certain time work agreement is distinguished for a certain time work agreement based on a period of time, a certain time work agreement based on completion of a certain job, and a certain time work agreement for certain other jobs whose types and nature or activities are not permanent. For a certain time work agreement based on a period of time consisting of work that is estimated to be completed in a not too long time, seasonal work, or work related to new products, new activities, or additional products are still under trial or exploration, can be implemented for a maximum of 5 (five) years. For a work agreement for a certain time based on completion of a certain job, which consists of work that is once completed and work that is temporary in nature, it can be carried out for a period of time based on agreement of the parties. Meanwhile, for a certain time work agreement for certain other jobs whose type and nature or activities are not permanent, it can be done with a daily work agreement with a maximum period of not exceeding 3 (three) consecutive months. (Rosifany, 2020)

Then another problem is regarding extension and renewal of work agreements for a certain time. Extensions can be made a maximum of once for a maximum of one year, while renewals can be made a maximum of once for a maximum period of two years. However, renewal of agreement can only be carried out after thirty (30) day grace period has expired. Meanwhile, in the Job Creation Act which is then regulated in more detail in the PP. No. 35 of 2021, the provisions regarding the extension of a certain time work agreement differ depending on type of certain time work agreement used. For a certain time work agreement based on a period of time, the extension can be made several times with an unlimited number, but maximum time between start of a certain time work agreement and all extensions is not to exceed 5 (five) years.

Problems with a Specific Time Work Agreement (PKWT) and Implementation

The term of a work agreement for a certain time can only be made for a maximum of two years, it can only be extended once for a maximum period of one year, or it can be renewed a maximum of once for a maximum of two years. As for type of work itself, not all work can be used as objects of a work agreement for a certain time, but only certain jobs, namely: work that is once completed or temporary in nature, work whose completion is estimated to be a maximum of three years, seasonal work, and work related to new products, new activities, or additional products that are still being tested or explored. However, in its implementation, it is not uncommon for a certain time work agreement to be carried out for work that is permanent in nature and execution time of work exceeds the specified time limit. (Permatasari, 2018)

Government Regulation No.35 of 2021 regulates with maximum period of time an agreement can be implemented, but for a certain type of work agreement based on completion of a job, maximum length of the agreement that can be implemented is not specifically determined. The government regulation only stipulates that a certain time work agreement based on completion of a job can be carried out within a period of time based on agreement of parties as outlined in the agreement and adjusted to length of time for completion of work. This raises question of projects that take years, thus a certain time work agreement will also be carried out for a long period of years following the completion of the project. Not

to mention, it is also possible to extend this type of work agreement with an indefinite time limit, based on the completion of the work. This further creates legal uncertainty regarding the maximum length of time that can be carried out on this type of work agreement for a certain time.

With regard for these problems, it's fitting for attention of government to make arrangements. This is to provide legal certainty for protection of workers which aims to ensure the continuity of a harmonious working relationship system.

Conclusion

Legal protection and welfare for workers is duty of government. One form of welfare is by making policies in form of revising Law Number 13 of 2003 concerning Manpower with Law Number 11 of 2020 concerning Job Creation and its derivatives Government Regulation of the Republic of Indonesia Number 35 of 2021 concerning Work Agreements for a certain time, Outsourcing, Time Work and Rest Time, and Termination of Employment. The Employment Creation Act has provided answers to problems regarding compensation at the end of the employment relationship with the addition of Article 61A. Where in the article stipulates that when the work agreement for a certain time ends, entrepreneur is obliged to provide compensation money to the worker whose amount is adjusted to the working period of the worker concerned. However, after Employment Creation Act was enacted, there are still several problems that deserve attention, including: there is no limit regarding with maximum period for a certain type of work agreement based on completion of a particular job, there are no legal consequences if work agreement a certain time is made in writing, and there is no arrangement regarding notification from employer regarding extension and renewal of work agreement for a certain time.

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