

## **LEGAL PROTECTION FOR WORKERS IN THE PERSPECTIVE OF CERTAIN TIME EMPLOYMENT AGREEMENTS (PKWT) POST EMPLOYMENT CREATION LAW**

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### **Abstract**

The protection of workers in Indonesia that must be carried out by every entrepreneur or company, namely regarding the maintenance and improvement of welfare. Specific Time Work Agreement (PKWT) is a work agreement between the employer and the employee who agrees to establish a work relationship for a certain time. In this PKWT system, work relationships are created because there is a job that must be completed by the worker within a certain short period of time, namely monthly or for several years. The research method used is normative juridical research. The results of the research show that in the Job Creation Law, there are several changes related to the provisions regarding work agreements for a certain time which are regulated in the Manpower Law.

**Keywords:** Legal Protection, PKWT, Job Creation Law

## INTRODUCTION

The development of the employment sector as part of efforts to develop human resources is an integral part of National Development as the practice of Pancasila and the implementation of the 1945 Constitution which is of course more directed at increasing human dignity, dignity and capabilities, as well as self-confidence. in order to realize a prosperous, just, and prosperous society both materially and spiritually. The participation of the workforce in national development is increasing accompanied by various challenges and risks faced by each workforce, therefore each workforce needs to be given protection, maintenance and increased welfare which in turn will be able to increase national productivity.<sup>1</sup>

The intended form of protection, such as maintenance and improvement of intended welfare, is implemented in the form of a basic social security program based on the principles of joint ventures, kinship and mutual cooperation as embodied in the soul and spirit of the Pancasila and the 1945 Constitution.<sup>2</sup>

The protection of workers in Indonesia that must be carried out by every entrepreneur or company, namely regarding the maintenance and improvement of welfare. This protection is in the form of workers' social security that is general in nature to be implemented or is basic in nature, based on joint efforts, kinship and mutual cooperation as stated in the soul and spirit of the Pancasila and the 1945 Constitution. To achieve stability in the dynamics of a company, usually Between workers and employers usually enter into a specific work agreement.

Arrangements regarding work agreements can be found in the Civil Code in Chapter VIIA concerning work agreements which are included in the third book which regulates engagements. Based on Article 1601a of the Civil Code, a work agreement is an agreement that the first party, namely the worker, binds himself to surrender his power to another party, namely the employer, with wages for a certain time. However, along with the issuance of Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower (Law of Employment), arrangements regarding work agreements are subject to this Law, which was later amended again by Law of the Republic of Indonesia Number 11 of 2020 concerning Job Creation. (Job Creation Law) which carries the concept of the Omnibus Law.<sup>3</sup>

Specific Time Work Agreement (PKWT) is a work agreement between the employer and the employee who agrees to establish a work relationship for a certain time. In this PKWT system, work relationships are created because there is a job that must be completed by the worker within a certain short period of time, namely monthly or for several years.<sup>4</sup> This statement is supported by the doctrine of Prof. Payaman Simanjuntak stated that PKWT is a work agreement between employers and workers in which the work is calculated to end in a relatively short period of time.<sup>5</sup> Apart from that, there are also some jobs whose time period is uncertain because they are only based on the presence or absence of work, such as daily workers. Laborers and workers with an employment relationship based on the PKWT system are very vulnerable to having their rights ignored because there are no rules that guarantee and bind their rights after work, so they are better known as contract workers.

In relation to the PKWT itself, prerequisites are needed as regulated in Article 59 of the Job Creation Law, namely a work agreement for a certain time can only be made for certain

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<sup>1</sup>Ridwan Halim, "Actual Labor Law", (Jakarta: Pradnya Paramitha, 1987), p. 1

<sup>2</sup>Wiwoho Soejono., "Labor Agreement and its Hiibuhgan with Pancasila Labor", (Jakarta Melpon Putra, 1991), p. 9.

<sup>3</sup>Adhi Setyo Prabowo, ANT a. YJ, 2020. The Politics of Omnibus Law in Indonesia'. Pamator's Journal, 13(1), Pg. 3

<sup>4</sup>Purba, Rahadiyan, M. Zamroni, and Fajar Rachmad Dwi Miarsa. "Legal Protection of Workers in a Specific Time Work Agreement at PT Indopicri." Law Reform Journal: Cogito Ergo Sum 3, no. 1 (2021): 7-14

<sup>5</sup>Sutedi, Adrian. Labor Law, Jakarta, Sinar Graphic, 2011, Pg. 48

jobs which, according to the type and nature or activities of the work, will be completed within a certain time, namely as follows:

1. work that is completed once or that is temporary in nature;
2. work that is estimated to be completed in the not too distant future;
3. seasonal work;
4. work related to new products, new activities, or additional products that are still in trial or exploration; or
5. work whose type and nature or activities are not fixed.

Judging from Law number 11 of 2020 concerning Job Creation Chapter IV part two of Article 81 point number 12 paragraph (2) it is explained that a work agreement for a certain time is based on the duration and completion of a job. As for the time period or the completion of a particular job as referred to in paragraph (2) is determined based on the work agreement. Work agreements whose meaning is in accordance with those contained in Government Regulation Number 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment means an agreement between Worker/Labourer and entrepreneur or employer which contains terms of work, rights and obligations of the parties.

Problems with law enforcement for PKWT workers have also become increasingly apparent after the promulgation of Law Number 11 of 2020 concerning Job Creation (Job Creation Law). This is due to the fact that some of its provisions tend to further relax the employment relationship which was previously regulated in Law Number 13 of 2003 concerning Manpower (Law of Manpower). For example, the provisions that specifically regulate PKWT matters, namely changes to the provisions on the length of the previous maximum period of 2 (two) years and an extension of 1 (one) year in Article 54 of the Manpower Act, amended the provisions to 5 (five) years for PKWT based on the term time and there is no maximum limit for PKWT based on the completion of a particular job.<sup>6</sup>In addition, the legal consequences if the PKWT is made unwritten are also abolished, even though in the old provisions if the PKWT is made unwritten then for the sake of law it changes to PKWTT.<sup>7</sup>Changes to these provisions have become controversial in people's lives, especially for workers because they have the potential to cause inequality in work agreements. In fact, according to Alyosius Uwiyono (Professor of Employment Law at the University of Indonesia), this controversy argues that the PKWT regulations in the Job Creation Law do not reflect the value of justice.<sup>8</sup>Based on these provisions, it is understandable that the legal protection for workers with the PKWT provisions in the Job Creation Law is still questionable.

After the enactment of Law no. 11 of 2020 concerning Job Creation has had an impact and several changes to labor arrangements in Indonesia. One of the arrangements that has changed is the change to the regulation regarding PKWT. Through its derivative regulations, namely Government Regulation Number 35 of 2021, it is further elaborated regarding the provisions regarding changes to the PKWT arrangements. This Government Regulation Number 35 of 2021 automatically changes and reviews the articles related to the PKWT regulatory provisions which have previously been stipulated in Law Number 13 of 2003 concerning Manpower.

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<sup>6</sup>Article 8 Paragraph (1) Government Regulation of the Republic of Indonesia Number 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment (Government Regulation Number 35 of 2021)

<sup>7</sup>Article 81 Paragraph 13 of the Job Creation Law.

<sup>8</sup>Aru Lego Triono, "Kaleidoscope 2020: Controversy on the Ratification of the Job Creation Law," NU Online (Jakarta), accessed on 2 May 2023, <https://www.nu.or.id/nasional/kaleidoscope-2020-kontrover-si-pengesahan-SowsY-copyright-work-law>

## RESEARCH METHODS

In this study, the authors used normative legal research methods, namely legal research that examines applicable legal provisions.<sup>9</sup> Normative legal writing is also called library research, which is research conducted by tracing or studying and analyzing library materials or ready-to-use document materials in order to find out as many opinions and or concepts as possible from experts who have conducted research or written beforehand regarding protection. law. In this case, normative legal research is used to review applicable legal provisions, namely in this case the Civil Code, Law Number 11 of 2020 concerning Job Creation and other laws and regulations related to research.

As the research method used is normative law, for that the data used is secondary data. In the secondary data, three types of legal materials were used, namely primary legal materials, secondary legal materials and tertiary legal materials.<sup>10</sup> The three legal materials include:

- a. Code of Civil law;
- b. Law Number 11 of 2020 concerning Job Creation.
- c. Government Regulation Number 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment:
  1. Secondary legal materials are materials that provide an explanation of primary legal sources such as books, journals, papers and theses.
  2. Tertiary legal materials, namely materials that provide guidance on primary and secondary legal sources such as legal dictionaries, encyclopedias.

## RESULT AND DISCUSSION

### Legal Protection for Specific Time Work Agreements (PKWT) in the Job Creation Law

The enactment of the Job Creation Law in the employment cluster has indeed had a significant impact on workers, especially PKWT workers. Several changes in the Job Creation Law which are further regulated in Government Regulation Number 35 of 2021 include, namely, working period or time period, adding types of work, extending work agreements, legal consequences of unwritten agreements, and adding compensation money. Specifically in this paper, it only focuses on 2 (two) provisions which tend to cause polemic. These provisions are provisions regarding the time limit for PKWT which are based on the completion of a certain agreement and the elimination of PKWT legal consequences which are made in writing.

### PKWT provisions based on the completion of a particular job

The provisions of the Job Creation Law Article 81 Paragraph (12) amend the provisions of Article 56 of the Manpower Law with the addition of 2 (two) paragraphs which provide leeway for employers and workers to make provisions based on the agreement of the two in the work agreement. As for further provisions in Government Regulation Number 35 of 2021 the type of work agreement for a certain time based on the completion of a certain job does not stipulate a specific time limit. Because in Government Regulation Number 35 of 2021 it only stipulates that PKWT based on the completion of a particular job can be stipulated in a work agreement based on the agreement of both parties, namely the employer and worker, which is adjusted to the length of time the work is completed.

This relaxation of Government Regulation Number 35 of 2021 can provide a great opportunity for employers who have projects that take a long time or for years to employ workers through the provisions of the PKWT type of agreement. Moreover, the PKWT based on the completion of certain works based on the provisions of Government Regulation Number 35 of 2021 can be extended with a time limit that is not specifically determined either, because

<sup>9</sup>Bambang Sunggono, *Legal Research Methodology*, Jakarta: PT Raja, 2003, p. 32

<sup>10</sup>Soerjono Soekanto, print. 3, *Introduction to Legal Research*, Jakarta: UI-Press, 1986, p.52

it only accompanies the completion of a particular job. In other words, this provision actually does not provide legal certainty regarding the length of time for PKWT types based on the completion of a particular job.

The PKWT system based on the completion of a particular job that does not provide a maximum agreement limit provides a great opportunity for employers for reasons of efficiency, because a working relationship with the PKWT system, employers do not have the obligation to provide various benefits such as training allowances. In addition, employers are only charged with basic wages and compensation money. Another concern that arises when the PKWT is based on the completion of a certain job is that there is no certainty for workers to change the status of a work agreement with an unspecified term work agreement. In addition, for entrepreneurs this is of course more profitable.<sup>11</sup>

### **Elimination of legal consequences if the PKWT is made unwritten**

Changes to the PKWT provisions which are currently regulated in the Job Creation Law also change the provisions of Article 57 of the Manpower Act. Previously, Article 57 Paragraph (2) of the Manpower Act stipulated that PKWT which was made unwritten legally became PKWTT. Paragraph (2) in the Job Creation Law was then deleted so that Article 57 of the Manpower Law only consists of 2 (two) paragraphs. Deletion of paragraph (2) has implications for no legal consequences if in the future PKWT practices are found to be carried out unwritten, even though the Job Creation Law requires that it be made in writing. This means that the provisions of the Job Creation Law do not provide sanctions or consequences if the provisions that must make PKWT in writing are violated, especially by employers.

The strength of proof of an unwritten work agreement causes the position of workers to weaken. In addition, workers also do not have legal protection related to changes in the status of the agreement from PKWT to PKWTT. Whereas according to Article 28D Paragraph (1) of the 1945 Constitution of the Republic of Indonesia it is stated that "Every person has the right to recognition, guarantees, protection and fair legal certainty and equal treatment before the law." The protection of workers in laws and regulations should be based on the mandate and principles of the constitution.

Laws and regulations governing manpower should also be implemented in an effort to protect workers from a higher economic position, namely employers. If regulations do not provide legal certainty, then the working relationship will fully be left to the parties and this will certainly be more difficult to achieve a balance between the parties to fulfill the sense of social justice which is the goal of employment. The position of the entrepreneur as a party with a higher economic position can also suppress the freedom of contract of the party with a lower economic position, namely workers. This is included in the agreement included in the abuse of circumstances.<sup>12</sup>

The elimination of provisions on legal consequences for PKWT which was made unwritten in Article 81 of the Job Creation Law ultimately created a legal vacuum. In addition, this provision indirectly does not fulfill workers' rights to work security. Job security is an individual's perception of the continuity of work and the position or positions held for a long time.<sup>13</sup> The loss of PKWT arrangements through an unwritten work agreement that should have changed PKWT to PKWTT in the Job Creation Law in the aspect of job security can also be

<sup>11</sup>Duwi Aprianti, "Legal Protection of Workers in a Specific Time Work Agreement (PKWT)," *Journal of Saraswati Law (JHS)* 03, no. 01 (2021): 77, <https://doi.org/10.36733/jhshs.v2i2>.

<sup>12</sup>Dwi Fidhayanti, "Abuse of Circumstances (Misbruik Van Omstandigheden) As a Prohibition in Sharia Agreements." p. 167

<sup>13</sup>Himlah, "The Influence of Job Security on Organizational Commitment with Work Motivation as a Mediator at PT. Wahana Ottomitra Finance Jakarta," *Oratorio* 5, no. 1 (2021), p. 5.

said to be a violation. This can also provide an understanding that government intervention in PKWT provisions that are made unwritten has not been fully reflected.

Legal protection for workers is a form of fulfilling rights protected by the state and is stated in Article 27 Paragraph (2) of the 1945 Constitution of the Republic of Indonesia "Every citizen has the right to work and a decent living for humanity". Protection for workers is also provided by the state in Article 29D Paragraph (1) and Paragraph (2) of the Constitution of the Republic of Indonesia which states that:

- (1) "Every person has the right to recognition, guarantees, protection and legal certainty that is just and equal treatment before the law.
- (2) Everyone has the right to work and receive fair and proper compensation and treatment in a work relationship."

Protection of workers is intended to guarantee the basic rights of workers/laborers and guarantee equality, opportunity and treatment without discrimination on any basis to realize the welfare of workers/laborers and their families while taking into account developments in the progress of the business world.

The working relationship between workers and employers occurs after an employment agreement exists between the worker as the party receiving the job and the employer as the party providing the job. Referring to the characteristics of a PKWT, which is basically a temporary contract, there is the potential for the PKWT to be terminated before its validity period expires, either initiated by the Employer or initiated by the Worker.

To reduce the potential for early termination of the PKWT, Article 62 of the Manpower Law stipulates that the party that terminates the employment relationship before the expiry of the PKWT is required to pay compensation to the other party in the amount of the worker's wages until the expiration of the PKWT. The existence of these provisions, more or less, makes the parties reconsider a little before terminating the PKWT early, bearing in mind that there are sanctions in the form of fines that must be paid by the party terminating it.

However, this provision was amended in Government Regulation Number 35 of 2021, that Employers are required to provide compensation money to Workers whose employment relationship ends based on PKWT. Furthermore, the obligation regarding the provision of compensation based on Article 15 Paragraph (1) of Government Regulation Number 35 of 2021 is refined in Article 17 of Government Regulation Number 35 of 2021 which stipulates that Employers are obliged to provide compensation money to Workers, regardless of which party is responsible. initiate early termination of the employment relationship.

The provisions in Article 17 of Government Regulation Number 35 of 2021 state 'In the event that one of the parties terminates the Employment Relations before the expiration of the period specified in the PKWT...', the initiator of the termination of the employment relationship before the expiration of the PKWT can come from both the Employer and the Worker. Alone. Furthermore, in the phrase 'Employers are obliged to provide compensation money as referred to in Article 15 Paragraph (1)...' the obligation to pay compensation lies with the Employer alone, regardless of who is the party who initiated the termination of the employment relationship. Whereas in the provisions of the Labor Law, the obligation to pay compensation lies with the party initiating the termination of the employment relationship so as to create a balance in the legal relationship between the parties.

Furthermore, Article 15 Paragraph (1) jo. 17 Government Regulation Number 35 of 2021 does not only change the provisions regarding compensation in the labor law, but is also contradictory to the provisions stipulated in the Manpower Law. This is bearing in mind that the provisions of Article 62 of the Labor Law are not included in the provisions revoked under the Job Creation Law. So, from a juridical perspective, the provisions in Article 62 of the Manpower Law which stipulate that a party that terminates the employment relationship before

the expiry of the PKWT are required to pay compensation to the other party in the amount of the worker's wages until the expiry date of the PKWT, is still valid.

In this case, the application of Article 15 Paragraph (1) jo. Article 17 of Government Regulation Number 35 of 2021 has the potential to cause chaos. Bearing in mind that conflicts and debates are very likely to occur regarding payment of compensation and payment of compensation, especially if it is the employee who first initiates the termination of the employment relationship. In addition, referring to the order of laws and regulations, the provisions of Article 62 of the Labor Law can only be revoked by using a law as well. Thus, the application of Government Regulation Number 35 of 2021, which is sequentially under the law, cannot cancel the application of Article 62 of the Labor Law. After all, to use the adage 'lex superiori derogat legi inferiori',

### **PKWT Worker Wage Arrangements After the Job Creation Law**

In implementing the provision of protection for workers with the Specific Time Work Agreement (PKWT) system, it does not always go well as expected and desired by the legislators. In its implementation, there are various obstacles that hinder the achievement of the wishes of the legislators. The same thing also happened to the provision of protection for workers/laborers who work under the Certain Time Work Agreement (PKWT) system. Where many people then became restless about the circumstances that occurred and developed.

Humans with the intention to fulfill their survival need a job. From this work, they earn income for their hard work which is referred to as wages. In the provisions of the Labor Law, it describes the meaning of wages, namely a form of obligation given by the employer or entrepreneur and is a right for workers or workers in the form of money as a form of remuneration for work that has been carried out and paid according to work agreements and regulations. in Indonesian positive law and can also include benefits for the family of the worker or laborer.<sup>14</sup>Meanwhile, according to Black's Law Dictionary, wages are payments for labor or services based on working time or quantity produced, specifications, employee compensation based on working time or production results. Wages include all forms of compensation paid for a certain period to workers or laborers.<sup>15</sup>

After the passage of the Job Creation Law, a number of provisions in the Manpower Law were amended and deleted, especially those relating to wages. In the Job Creation Law, the provisions of Article 81 Point 24 amend Article 88 Paragraph (1) of the Manpower Law so that in essence it emphasizes that every worker or worker has the right to a prosperous life for humanity. This is meant that the amount of income received by workers or workers as a result of what is done should be appropriate or balanced with the work that has been done so that it can be used to meet their daily needs. Furthermore, the Labor Law only regulates provisions for the type of minimum wage,

The provisions of Article 88A regulate several things, namely emphasizing that the right of workers or workers to wages arises because there is a work relationship with the employer or entrepreneur and ends when the employment relationship ends, every worker or worker with the same job gets the same amount of wages, the employer's obligation is to pay wages based on an agreement or agreement, remuneration based on an agreement or agreement between the employer and the worker cannot be given less than the statutory regulations if it is smaller than the agreement or agreement is null and void, and if the employer work or the employer is late in paying wages due to intention or negligence, a fine will be imposed. Likewise, if the worker commits a violation, a fine will be imposed. Furthermore, in order to guarantee workers a decent living evenly, then through the provisions of Article 88B it regulates the determination

<sup>14</sup>Nugroho, Aggi, and I Wayan Wiryawan. "Legal Protection of Contract Workers in the Minimum Wage at the Kelapa Retreat & Spa Hotel in Jembrana." *Kertha Semaya: Journal of Legal Studies* 7, no. 7 (2019), p. 1-13

<sup>15</sup>Wijayanti Asri. *Labor Law Reconstruction*, Surabaya, PT Revka Petra Media, 2016, Pg. 58

of wages based on units of output and units of time. Not only that, the provisions of Article 88C and Article 88D also regulate the setting of minimum wages and the provisions of Article 88E stipulate that the employer or entrepreneur is not permitted to distribute wages with a lower nominal than the minimum wage provisions.

### **Remuneration of Workers with Units of Time**

Provisions regarding remuneration for workers in hours are set forth in Article 16 of PP No. 36 of 2021, namely the determination of hourly wages is intended for laborers or workers with part-time jobs. The formula for calculating hourly wages is the monthly wage divided by 126. In relation to the amount of wages paid, it is based on an agreement between the employer and the worker or laborer, but it is not allowed to be smaller or lower than the results of the regulated hourly wage formula. Furthermore, regarding the provisions of wages for daily workers, it is regulated in Article 17, which regulates two ways of calculating. First, for a company that employs its workers for 6 days in one week, the monthly wage is given by dividing it by 25. Second,

### **Wages of Overtime Workers**

Not only setting wages for unit time workers, after the enactment of Law no. 11 of 2020, which in its derivative regulations, namely PP No. 35 of 2021 and in PP No. 36 of 2021 also regulates wages for overtime workers. In the provisions of Article 39 PP No. 36 of 2021 emphasizes that employers are required to pay overtime wages as a form of compensation if they employ workers or laborers for more than working hours, during weekly holidays, or during national holidays.<sup>16</sup> Regulations regarding the remuneration of overtime workers are regulated again in PP No. 35 of 2021. Overtime hours are limited forever, namely in one day for only 4 (four) hours and during one week a maximum of 18 (eighteen) hours as explained in Article 26.<sup>17</sup>

Workers who are employed beyond these working hours are paid under the condition that they are paid 1.5 times the one-hour wage for the first overtime hour and are paid 2 times the one-hour wage for each subsequent working hour. If overtime is carried out during weekly holidays and/or national holidays at companies that have 40 (forty) hours and 6 (six) working days in one week, then the calculation of overtime pay is from the 1st overtime hour to the 1st overtime hour. -7 are paid at 2 times the hourly wage; in the 8th overtime hour, they are paid 3 times the hourly wage; and in the 9th, 10th and 11th overtime hours, they are paid 4 times the one-hour wage. Meanwhile for companies that have 40 hours and 5 working days in one week, then the calculation of overtime pay is that the 1st to the 8th overtime hours are paid with a payment of 2 times the hourly wage; in the 9th overtime hour, they are paid 3 times the hourly wage; and at the 10th hour, 11th hour, and 12th hour, they are paid 4 times the one hour wage.

### **Payment of Compensation Upon Expiration of PKWT**

After the passage of the Job Creation Law, through its derivative regulations, namely PP No. 35 of 2021 regulates the performance of employers to pay compensation money to workers or workers who work in the PKWT system when the employment relationship ends. Compensation payments are given to workers or laborers who have consistently completed work for at least 1 month. However, this does not apply to foreign or foreign workers (TKA) because TKA who work based on the PKWT system are not given compensation money.

<sup>16</sup>Sahlisa, Nurul Farah, and Lalu Hadi Adha. "Juridical Review of Overtime Wages According to Government Regulation Number 36 of 2021 Concerning Wages." *privatelaw* 1, no. 3 (2021), p. 392-401.

<sup>17</sup>Putra, Luthfi Novansa, and Dewa Gede Rudy. "Regulation Regarding Minimum Wage of Workers Based on Regulations in the Field of Manpower." *Kertha Speech: Journal of Legal Studies* 10, no. 11 (2021), p. 927-936.



In an employment relationship, if one of the parties terminates the employment relationship ahead of the agreed period as stipulated in the PKWT, then the employer is obliged to pay compensation money calculated based on the term in the PKWT related to how long the work has been done by the laborer or worker. The calculation of compensation money is equivalent to wages without benefits if a company does not use fixed allowance elements and basic wages. Several updates to the provisions in Law no. 11 of 2020 and as stated in PP No. 35 of 2021 has one consequence, namely a change in worker arrangements which are carried out based on the PKWT system. Of course, this must be included in the PKWT between workers and employers with the aim of being able to guarantee legal protection for workers or workers, especially regarding the obligation to provide compensation in the form of money to workers or workers who have fulfilled the terms of working period as stipulated in the stipulation. latest.

Therefore, every Employment Service Company should make adjustments regarding regulatory changes in the PKWT system so that it can guarantee legal protection for its workers. This is a form of responding to provisions in the latest laws and regulations as well as implementing regulations that must be implemented when making adjustments to the formulation of articles in the PKWT agreement for the company based on existing and enforced provisions. Thus, every company that uses the services of workers can carry out a review of the PKWT rules that are currently in effect so that they have included the appropriate clauses and provisions as set forth in the positive legal wage provisions in Indonesia.<sup>18</sup>

## CONCLUSION

In the Job Creation Law, there are several changes related to the provisions regarding work agreements for a certain time which are regulated in the Manpower Law. These changes include, among other things: changes to the time limit of work agreements for a certain time, nullification of the legal consequences of work agreements for a certain time that are made in writing, adding the provision that the working period is still calculated from the start of the probation if in a job that can be bound by a work agreement for a certain time in the form of work whose type and nature or activities are not permanent, the absence of provisions regarding the extension and renewal of work agreements for a certain time.

The Manpower Act only regulates provisions for the type of minimum wage, while in the Job Creation Law, namely the provisions in Article 81 Point 25, Article 88A to Article 88E is added between Article 88 and Article 89. Changes to this regulation cover workers' remuneration by units time, wages for overtime workers, and arrangements for paying compensation at the completion of a work agreement for a certain time. In the provisions of Article 88A Paragraph (3) of Law No. 11 of 2020 and Article 55 Paragraph (1) PP No. 36 of 2021 states that employers or employers are obliged and have achievements in providing wages to workers or laborers based on an agreement between employers and workers. So that if the entrepreneur due to negligence or intentionally results in a delay in payment and payment of wages, he can be fined based on a certain percentage of the worker's wages. Thus, the suspension of payment of wages is a form of violation of workers' wages. Therefore, every company that uses the services of PKWT workers is required to make adjustments to the rules regarding the implementation of work agreements for a certain time as stated in the latest regulations.

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<sup>18</sup>Pratiwi, Wiwin Budi. "Legal Protection of PKWT System Workers in Employee Service Companies Based on LAW Number 11 of 2020 Concerning Job Creation." In Proceedings of the DeHAP National Seminar. 2021

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