

LEGAL PROTECTION OF CERTAIN TIME WORKERS IN COMPANIES

Akbar^{1,*}, Marwati Riza², Zulkifli Aspan³

^{1,2,3}Faculty of Law, Hasanuddin University, Makassar, Indonesia
rogerakbar16@gmail.com^{1,*}, marwatinanang@gmail.com², zulkifliaspan@gmail.com³

Received 19 May 2023 • Revised 24 May 2023 • Accepted 28 May 2023

Abstract

This study aims to determine the legal protection of employees for a certain time at companies in Makassar City and the implementation of certain time agreements for companies in Makassar City. Agreement The research method used in the research is the juridical-empirical research method. This research was conducted at PT Dinar Wisesa Mahakarya, Makassar City Manpower Office, and South Sulawesi Manpower Office. The method of data collection is by interview and literature. The results obtained will then be analyzed using qualitative analysis methods. The results of the study show that 1) Specific Time Work (PKWT) at PT. Dinar Wisesa Mahakarya has not fully complied with the regulations in accordance with the applicable laws and regulations. These discrepancies include: first, related to the PKWT extension period which has passed the period stipulated by the labor law. 2) Regarding the nature of the work given to employees/workers with PKWT status at PT. Dinar Wisesa Mahakarya is not in accordance with the type and nature of work regulated in UUTK. At this time the form of legal protection for workers with PKWT status at PT. Dinar Wisesa Mahakarya, including the fulfillment of wages which are above the Makassar City UMR, protection for social security in the form of Health PT. BPJS.

Keywords: Legal Protection, Fixed Time Worker, Agreement

Copyright © 2023 Authors. This is an open access article distributed under the terms of the Creative Commons Attribution-NonCommercial 4.0 International License (<http://creativecommons.org/licenses/by-nc/4.0/>), which permits unrestricted non-commercial use, distribution, and reproduction in any medium, provided the original author and source are properly cited.

INTRODUCTION

Labor or commonly referred to as workers or labourers, have a very important role in the development of the Indonesian nation. This is because workers are stakeholders in building the Indonesian nation in the future. Therefore, workers or laborers must carry out their role as much as possible in providing work agreements, providing maximum protection for their rights in carrying out work, providing health insurance, Employment BPJS. Health BPJS, work accident insurance, death insurance and all other aspects of employment.

Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia is a constitutional foundation in the life of the nation within the state which states that every citizen has the right to work and a life worthy of humanity. Things like this form the basis that every Indonesian citizen regardless of religion, ethnicity, race and gender has the same right to get a job and/or do decent work. The legal basis for employment is regulated in Law Number 13 of 2003 concerning Manpower or often referred to as the Labor Law. In essence, a law is a bulwark of protection for Indonesian workers or laborers.

The labor law qualifies agreements into two types of agreements, namely the Specific Time Work Agreement (PKWT) and the Unspecified Time Work Agreement (PKWTT). A Fixed Time Work Agreement is a work agreement between workers/laborers and employers who remind each other to enter into a working relationship for a certain time for a certain job, while an Unspecified Time Work Agreement is a work agreement between workers/laborers and employers to enter into a permanent working relationship. While the permanent employment relationship or commonly referred to as PKWTT requires a probationary period of 3 (three) months.

The application of the PKWT system in every company is used more by several companies in Makassar because it is considered very effective and efficient for employers to get more profit, if we see and feel the costs incurred by employers for workers or laborers are smaller because employers do not must have a workforce or a sufficient number of workers. If it is known that the employer has a very large number of workers, then basically the entrepreneur must pay all workers' rights or labor benefits in accordance with labor regulations, such as health care benefits, termination benefits, work reward benefits and as meant in the meaning of hiring workers in the PKWT, then basically operational costs can be determined.

For workers/labourers themselves, as implemented by employers in verbal agreements, it is less profitable because workers/labourers do not get certainty in terms of the term of work in their appointment as workers which affects the career path, status or position as workers, and severance pay when the contract or agreement is concluded. end.(Soepomo, 2001)

Many companies already have policies to use PKWT when the global economic crisis hit the world, including Indonesia. Meanwhile, on the part of workers, the cost of living needs of workers or employees are increasing which causes some basic ingredients to increase, things like this are what cause some workers to demand from the company to increase their wages, on the other hand, company management has difficulties due to the company's declining condition. .

Based on the provisions of Article 1 point (14) of Law Number 13 of 2003 concerning Manpower what is meant by a work agreement is an agreement between the worker/laborer and the entrepreneur or employer who fulfills the work requirements, rights and obligations of the parties. It should be understood that work agreements are only made by two parties, namely the entrepreneur and the worker/labourer. Regarding what things you want to agree on, it is returned to both parties who made the agreement. If one of the parties does not agree, then the agreement between the employer and the employee will not result in a work agreement. because when looking at the applicable regulations the implementation of the work agreement will occur when both parties agree to make an agreement both in written and verbal form without any coercion. If the understanding of the work agreement is examined, then the elements of the work agreement can be given, namely; (1) There is an employer/entrepreneur/employer, (2) There is a laborer/worker, (3) There is a certain job, (4) There is wages, (5) A certain time.

As regulated in Article 1320 of the Civil Code, there are 4 conditions for a valid agreement, namely:

1. Their self-binding agreement;
2. The ability to make an engagement;
3. A certain subject matter;
4. A cause that is not forbidden.

Agreements in writing or orally must be carried out in accordance with the applicable laws and regulations. The essence of a legal relationship in labor law is a legal relationship born of an

employment agreement between the recipient of the work (employee) and the employer (employer/employer as a legal entity or individual) (Riza, 2009).

Juridically, the provisions of Article 1 paragraph (15) of Law Number 13 of 2003 concerning Manpower which is the relationship between employers and workers/labor based on a work agreement which has elements of workers, wages and instructions.

A direct explanation can refer to the Decree of the Minister of Manpower and Transmigration Number KEP.100/MEN/IV/2004 in Article 1 paragraph (1) it is determined that a work agreement for a certain time is an employment agreement between workers or laborers and employers to enter into a working relationship for a certain time. or certain jobs. With the provisions, we can conclude that PKWT is a work agreement for certain types of work and cannot be used for continuous types of work and a predetermined period of time. We need to understand that the PKWT agreement is not justified for work that is permanent in nature (Rusli, 2004), which is continuous, which is not interrupted, is not limited in time for its work, and is not work that is seasonal in nature.

1. Work that is completed once or is temporary in nature;
2. Jobs that are hired for completion in a not too long time, no longer than 3 (three) years;
3. Seasonal work;
4. Work related to new products, new activities, additional products that are still being tested.

There are still many jobs that use the PKWT system to be found in private companies in Makassar City, companies in the KIMA industry and other companies. Companies recruit workers to become company employees through work agreements that benefit private companies. In practice, many companies implement the PKWT system verbally, but the term of the agreement exceeds the limit specified by the regulations, namely a maximum of 3 (three) years, but the type of work that exists in the company is the type of work that is completed once, seasonal. There are several companies that employ continuously, this is very contrary to the provisions of article 56 of the Manpower Act. Continuous work system does not include PKWT,

Companies that apply or use a probationary period in PKWT even though the provisions of article 58 paragraph (1) of Law Number 13 of 2003 concerning employment stipulate that a work agreement for a certain time cannot require a probationary period carried out by the company (training) with workers who has the status of a contract worker, then the probationary period which is carried out is null and void in the PKWT agreement must be stated in written form as stipulated in Article 57 of Law 13 of 2003 concerning Manpower if the PKWT is not made in writing it will be contrary to Article 57, then for the sake of agreement law that violates existing regulations, must become PKWTT workers or permanent workers.

Based on the provisions of Article 59 paragraph (7) of Law Number 13 of 2003 concerning Manpower stipulates that:

"A work agreement for a certain time that does not comply with the provisions referred to in paragraph (1), paragraph (2), paragraph (3), paragraph (4), paragraph (5), and paragraph (6) then by law will become an agreement Unspecified Time."

Based on the elucidation of the article above, every job that is in PKWT status and does not meet the rules as explained in the labor regulations, will become a PKWTT, whether it is an agreement in writing or verbally. However, the company did not implement the PKWT workers properly into PKWTT so that the company deliberately aborted obligations, for example the obligation to provide the rights of temporary workers whose status has changed to permanent workers such as providing severance pay when laid off or when entering retirement age, that on the other hand, employers continue to employ workers such as PKWT workers without a written agreement, even though the type of work that workers do is work that has a deadline which basically must be made in a written agreement. Things like this happen a lot among workers/labourers because of their ignorance regarding the labor law system. So that they as workers/laborers receive everything that is given or decided by the company without any legal protection that must be carried out.

Legal protection for workers/labourers is aimed at guaranteeing workers' rights, guaranteeing equality and treatment without discrimination whatever happens in order to realize the welfare of workers and their families and must pay attention to world progress in the business sector. In the PKWT agreement, there are workers' rights that are really needed by workers so that workers can enjoy a very decent income to meet the needs of life with their families. We need to realize that the legal protection for workers is very weak. We can see several indications, including workers who do not have the right to receive benefits, severance pay when laid off, old age security, lower wages, no job security and the PKWT worker system. PKWTT. But there are still many companies that employ workers who do not comply with the applicable laws and regulations, as happened in several companies in Makassar City which recruit workers legally without an agreement between the company and workers/labor by employing the PKWT system. By using verbal recruitment which has a deadline, the costs incurred by

the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits. as happened in several companies in Makassar City which recruited workers on a regular basis without any agreement between the company and the workers/laborers by employing the PKWT system. By using verbal recruitment which has a deadline, the costs incurred by the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits.

As happened in several companies in Makassar City which recruited workers on a regular basis without any agreement between the company and the workers/laborers by employing the PKWT system. By using verbal recruitment which has a deadline, the costs incurred by the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits. the costs incurred by the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits. the costs incurred by the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits.

If the company employs workers using the PKWT system, then costs as mentioned above can be reduced under certain conditions due to a state of urgency that makes a party have to try to keep the business running or to multiply profits by shortcuts, parties often violate what has been said. agreed in previous talks. The thing that causes a lot of problems in the field is because there are many violations related to the implementation of PKWT in the field, where there are many irregularities that occur in the implementation of PKWT, or in other words the PKWT agreement system is not implemented properly in accordance with applicable regulations.

Many workers feel disadvantaged by the actions taken by the company regarding the ambiguity of the Fixed Time agreement which is not in accordance with the laws and regulations. The understanding of workers related to the Labor Law is still lacking, so that workers' rights need to be accommodated by the government. Based on the description above, the author is interested in analyzing in depth, especially since there is still not enough discussion or research related to legal protection for workers who employ workers not in accordance with applicable laws and regulations, as happened in several companies in Makassar City such as PT Dinar Wisesa Mahakarya, which recruiting workers with a certain time system between the company and the workers/laborers.

Using recruitment at a certain time, so that the costs incurred by the company are smaller, because the company does not have to have a lot of workers. Because if it is known that the company has quite a lot of workers, the company is required to issue health care benefits, layoff benefits, work appreciation benefits and other benefits.

RESEARCH METHOD

The research is in empirical normative research using qualitative research methods that originate from primary data, secondary data and tertiary data (Irwansyah, 2020). Empirical juridical research is carried out with the intention of finding out and finding the facts and data needed, the data collected is then identified and then analyzed and a solution to the problem is found (Ahmad, 2010). This research was conducted at PT Dinar Wisesa Mahakarya, Makassar City Manpower Office, and South Sulawesi Manpower Office. The method of data collection is by interview and literature. The results obtained will then be analyzed using qualitative analysis methods.

RESULTS AND DISCUSSION

Legal Protection for Certain Time Workers at Companies in Makassar City

Legal protection is a protection given to legal subjects in the form of legal instruments both preventive and repressive in nature, both written and unwritten. In other words, legal protection as an illustration of the function of law, namely the concept in which law can provide justice, order, certainty, benefit and peace (Darwat, 2017). The government is responsible for providing protection, welfare and justice to all Indonesian people as formulated in the fourth paragraph of the preamble - The 1945 Constitution of the Republic of Indonesia (1945 Constitution of the Republic of Indonesia). Furthermore, it is regulated in Article 3 of the 1945 Constitution of the Republic of Indonesia, that the state of Indonesia is a state of law.

Article 5 of Law Number 13 of 2003 concerning Manpower states that "Every worker has the same opportunity without discrimination to get a job". The article clearly provides protection that every worker has the right to equal opportunities in obtaining a decent job and livelihood without discrimination of sex, ethnicity, race, religion, and political beliefs in accordance with the interests and abilities of the worker concerned, including treatment that is the same for people with disabilities. Then in Article 6 of the Manpower Act obliges employers to provide the rights and obligations of workers/laborers without discrimination.

The UUTK has expressly regulated that workers or laborers who work under the Certain Time Work Agreement (PKWT) system can only do certain jobs. These particular jobs are as regulated in Article 59 paragraph (1) of the Manpower Act, namely;

- (1) Work agreements for a certain time can only be made for certain jobs according to the type and nature or work activities will be completed within a certain time, namely;
 - a. Work that is completed once or is temporary in nature;
 - b. Work that is estimated to be completed in not too long time and no longer than 3 (three) years.
 - c. Seasonal work; or work related to new products, or additional products that are still in trial or exploration.

As the author has conveyed above that the provisions regarding PKWT. Article 59 paragraph (1) above shows that work that may be carried out for workers/labor using a Specific Time Work Agreement (PKWT) is only as explained in Article 59 paragraph (1) of the Manpower Act.

If in practice, employers who use workers or laborers with the Specific Time Work Agreement (PKWT) system do not comply with the provisions stipulated in Article 59 paragraph (1) of the Manpower Act, there will be sanctions that will be received by the employer which is also a form of legal protection provided by the Manpower Act, namely as stipulated in Article 59 paragraph (7) which stipulates that:

A work agreement for a certain time that does not fulfill the provisions referred to in paragraph (1), paragraph (2), paragraph (4), paragraph (5) and paragraph (6), then by law becomes a work agreement for an indefinite period.

For work that can only be carried out by workers or laborers with a Fixed Time Work Agreement system, it is further regulated in the implementing regulations of Law Number 13 of 2003 concerning Manpower (Manpower Law), namely in the form of Decree of the Minister of Manpower and Transmigration Number 100/ MEN/VI/2004 concerning Provisions for the Implementation of Specific Time Work Agreements (KEPMEN PKWT). From the provisions stated above, it can be seen that the protection of jobs for workers/laborers who are employed using the Certain Time Work Agreement (PKWT) system provided by the Manpower Act is very good or very protected. However, in practice, as can be referred to in the presentation of sub-chapter data on the implementation of PKWT by companies in Makassar City and the implementation of PKWT in PT. Dinar Wisesa Mahakarya, it can be seen that there are still irregularities in the implementation of PKWT in companies, especially regarding the making of PKWT, type of work, time period, extension and renewal of PKWT.

According to Abdul Hakim, labor protection can be divided into three types, namely (Hakim, 2003):

1. Economic Protection
Namely the protection of workers in the form of sufficient income, including if the workers are unable to work against their will.
2. Social Protection
Namely protection of workers in the form of occupational health insurance, freedom of association and protection to organize.
3. Technical Protection
The protection of workers as regulated in Law Number 13 of 2003 concerning Manpower aims to guarantee harmonious working relations between workers/laborers and employers without being accompanied by pressure from the strong to the weak. Therefore, entrepreneurs who have a strong socio-economic position are obliged to help carry out these protection provisions in accordance with the applicable laws and regulations.

Based on the provisions of the Labor Law, namely that there is legal protection for employees for those working in companies with the PKWT system. The protection given to contract employees aims to protect the rights of employees and to be free from all forms of discrimination in order to create the welfare of these employees and their families (Udiana, 2016). If in the application or implementation of this PKWT it conflicts with the provisions of laws and regulations, the legal protection provided by the law will not be implemented. There must be strict law enforcement so that irregularities that occur can be reduced so that employers and employees can go hand in hand as their respective functions. So that there must be government intervention, in this case the Department of Labor in creating a sense of justice for employees and the government to provide guarantees for rights and obligations to related

parties so that a harmonious work bond is implemented. Supervision is one example of government intervention in protecting labor rights related to the implementation of PKWT (Udiana, 2016).

Based on the UUTK General Explanation, the dimension of legal protection for workers or laborers is the protection of workers or laborers, including protection of the basic rights of workers or laborers to negotiate with employers, protection of occupational safety and health, special protection for women workers or laborers, children, and persons with disabilities, as well as protection regarding wages, welfare, and social security for workers.

Then in its enforcement, labor inspection is carried out, both by the central government and regional governments and related stakeholders, with the intention that the laws and regulations in the field of manpower are really carried out as they should.

a. Legal Protection for Workers in the implementation of PKWT based on Labor Law.

Based on the provisions of Article 5 of the Labor Law which states that, "every worker has the same opportunity without discrimination to get a job". The provisions of this article clearly provide protection that every worker has the right to equal opportunities to obtain a decent job and livelihood without discrimination based on gender, ethnicity, race, religion, and political beliefs according to the interests and abilities of the worker concerned, including treatment the same for people with disabilities. Then, further in the provisions of Article 6 the law requires employers to provide the rights and obligations of workers or laborers without discrimination.

PKWT between the company and the workforce must be made in writing. If there is a company that does not use a written agreement made with the worker, then the company or employer can be demanded to continue to provide work to the worker or laborer so that the employment relationship changes to a PKWTT employment relationship or what is commonly known as a permanent worker or laborer. This can be found in Article 57 paragraphs (1) and (2) of the Manpower Act. The work agreement must be made in writing and it is mandatory for both parties to agree later. The process of forming a work agreement requires certain conditions, where certain conditions must follow the rules and or regulations in accordance with the procedures for making mutually beneficial contract agreements for employers and workers or workers. Likewise, if in practice, employers who use workers or laborers with the PKWT system do not comply with the provisions stipulated in Article 59 paragraph (1) of the Manpower Act related to the nature and type of work that are permitted to hold PKWT as the author describes in sub-chapter PKWT arrangements, there are sanctions that will be received by employers which is also a form of protection provided by the Labor Law, namely as stipulated in Article 59 paragraph (7) then by law PKWT will become PKWTT.

Regarding the probationary period or what we usually call the training period for workers with PKWT status, based on Article 58 of the Manpower Act it stipulates that PKWT cannot require a probationary period. Then in the next paragraph it is determined that if the company implements a probationary period for its workers with contract worker status, then the probation period will be null and void by law. Furthermore, related to the renewal, extension and signing of the PKWT, based on Article 59 paragraph (7) of the Labor Law as explained in the PKWT regulation sub-chapter, if an entrepreneur or company violates these provisions, then the form of legal protection provided by the Labor Law namely the PKWT status of workers or workers will become PKWIT.

Regarding law enforcement and supervision of the implementation of PKWT, work agreements made by employers with workers are the authority of the government to carry out supervision, because workers are weak people who need to be protected. For this reason, it is obligatory for employers prior to its implementation to register with the government agency responsible for employment for each PKWT made by employers and workers.

b. Protection of Wages

Protection in payment of wages, the government issued a minimum wage policy where the minimum wage is an important element in Indonesian social policy. The government sets minimum wages based on decent living needs and taking into account productivity and economic growth (Agusmidah, 2012). Determination of the minimum wage should be aimed at meeting the needs of a decent life.

Juridically, the implementation of the authority in the field of manpower in the province based on Article 3 paragraph (5) point 8 of Government Regulation Number 25 of 2000 concerning the authority of the Government and provincial authority as an Autonomous Region, the division of authority is determined as follows;

1. Determination of guidelines for post-employment welfare insurance and
2. Determination and supervision of the implementation of the minimum wage

Likewise in Article 89 paragraph (3) of Law Number 13 of 2003 concerning Manpower it is emphasized that;

"The minimum wage is set by the Governor by taking into account the recommendation of the Provincial Wage God and/or the Regent/Mayor."

Based on the Appendix to Law Number 23 of 2014 concerning Regional Government-part I Letter G-it is stated that the determination of the UMP, UMSP, UMK, and UMSK along with the organizers of labor inspection is the authority of the Provincial Government (2016, Hakim).

In terms of remuneration components, wages consist of basic wages and fixed allowances, the number of basic wages is at least 75% (seventy five percent) of the principal amount and fixed allowances. Regarding wages it is regulated in Government Regulation Number 78 of 2015 concerning Wages where wages are determined based on the unit of time and unit of output.

Given the importance of the role of wages in the protection of workers or laborers, this is expressly stipulated in Article 88 paragraph (1) of the Manpower Act which stipulates that every worker or laborer has the right to earn income that fulfills a decent living for humanity. The explanatory provisions of Article 88 paragraph (1) of Law Number 13 of 2003 concerning Manpower convey that what is meant by income that fulfills a decent living is the amount of income or income of workers or laborers from their work that is maximally in accordance with the request of the company so that it is able to fulfill the necessities of life for workers or laborers and their families in a reasonable manner which includes food and drink, clothing, housing, education, health, recreation and old age security.

Based on the provisions mentioned above, it can be concluded that protection for the welfare of workers or laborers has been properly provided for by the Manpower Act, where this wage provision applies in general, namely both workers or laborers who are employed using a Specific Time Work Agreement (PKWT) as well as workers or workers employed using an Unspecified Time Work Agreement (PKWTT).

The principle of wages determined based on the Manpower Act can be found in the following articles:

- 1) The right to receive wages arises when the employment relationship exists and ends when the employment relationship is terminated;
- 2) Entrepreneurs may not discriminate in wages for male workers/laborers and female workers/laborers for the same type of work;
- 3) Wages are not paid if the worker/laborer does not work;
- 4) The wage component consists of basic wages and fixed allowances with a basic wage formulation of at least 75% (seventy five percent) of the total basic wages and fixed allowances; And
- 5) The demand for the payment of workers/labourers' wages and all payments arising from the employment relationship expires after a period of 2 (two) years has passed since the rights arose.

Provision of decent wages to workers is determined as stipulated in Article 88 paragraph (1) of the Manpower Act, then based on this provision, the government determines a minimum wage as stipulated in Article 88 paragraph (3) and paragraph (4) of the Law employment. Regarding the minimum wage that is applied, the Labor Law divides it, as stipulated in Article 89 paragraph (1) which reads, the minimum wage as referred to in Article 83 paragraph (3) letter a of the Labor Law may consist of:

- 1) Minimum wage based on province or district or city area; And
- 2) The minimum wage is based on the sector in the province or district/city.

Further arrangements regarding the minimum wage are regulated in Article 41 paragraph (2) of Government Regulation Number 78 of 2015 concerning Wages (PP Wages), what is meant by the minimum wage in this provision is the lowest monthly wage, which consists of wages without allowances or basic wages including fixed allowance. Determination of the minimum wage is based on calculations determined based on the Elucidation of Article 44 paragraph (2) which stipulates that:

"The minimum wage calculation formula is the current year's minimum wage plus the multiplication of the current year's minimum wage by the sum of the current year's national inflation rate and the current year's Gross Domestic Product growth rate".

Based on the provisions related to wages that have been submitted, the protection given to all workers/laborers in terms of setting wages applies nationally and also applies in Makassar City. Provisions related to wages are re-defined through Regional Regulation Number 9 of 2004 concerning Regulation, Protection and Employment Services in the Makassar City Region (Perda Ketenagakerjaan), as stated in Article 16 of the Regional Regulation, that:

Every entrepreneur pays attention to the level of welfare of his workforce, as follows:

- 1) Required to provide applicable Provincial/City Minimum Salary/Wage,
- 2) Required to provide a Holiday Allowance (THR) of at least one month's salary in accordance with applicable laws and regulations, unless otherwise stipulated in the Work Agreement, Company Regulations and Collective Bargaining Agreements, and
- 3) Required to provide accident protection outside of work relationships through insurance.

Based on the results of an interview with Mr. Andi Irwan Bangsawan as his position as Head of the Makassar City Manpower Office, he explained that:

The form of legal protection that can be obtained by workers with PKWT status if there is a company in Makassar City that does not provide wages in accordance with the provisions related to wages, is carried out in a bipartite manner which is resolved by deliberation between the company and workers/labor. If this fails, it will be carried out in a tripartite manner. based on the applicable labor laws and regulations involving relevant government parties to resolve issues related to the problems experienced by employers and workers/labourers when in tripartite there is a point of peace, a Collective Agreement will be drawn up between the employer and the workers/labourers.

To enter the stage of solving the wage problem, he further explained that,

The Manpower Office is ready to serve regarding workers/laborers to report or complain about workers with PKWT status in Makassar City, if the workers think that their wages or rights have been violated which are not in accordance with laws and regulations.

Apart from that, according to his statement, as a preventive measure to protect workers with PKWT status in Makassar City, the Makassar City Manpower Office has conducted socialization and counseling related to wages, workers' rights to companies in Makassar City.

c. Social Security Protection

Workers or laborers will face risks in their work, so workers need to be protected by an arrangement or tool that can prevent or reduce the impact of the emergence of risks called social security. In the preamble to Law Number 36 of 2009 concerning Health it is explained that health is a human right and one of the elements of well-being that must be realized in accordance with the ideals of the nation as referred to in Pancasila and the 1945 Constitution of the Republic of Indonesia. Because health is a state of health, both physically, mentally, spiritually and socially which enables everyone to live a socially and economically productive life (Sadi, 2015). According to the International Labor Organization (ILO), Social security in principle is a system of protection provided by the community for its citizens through various efforts in dealing with economic or social risks that may result in cessation or reduction of income and to provide medical services and or financial guarantees against the economic consequences of the occurrence of such events as well as guarantees for family allowance (Sutedi, 2011). In addition to this, social security for workers is also intended to support the performance of workers or laborers, so based on these matters an effort is designed to protect work safety and security for workers or laborers or commonly known as Workers' Social Security (Jamsostek).

Jamsostek is regulated in the provisions of Article 99 of the Manpower Act which stipulates that:

- 1) Every worker or laborer and his family have the right to obtain social security for workers;
- 2) The social security for workers as referred to in paragraph (1) is carried out in accordance with the applicable laws and regulations.

In this case, the implementation of Jamsostek based on statutory regulations is carried out by the relevant government, namely the Employment Social Security Administration Agency (BPJS). In addition, based on Law Number 40 of 2004 concerning Workers' Social Security, concerning workers' rights to social security, it is stated that everyone has the right to social security in order to be able to meet the basic needs of a decent life and increase their dignity towards the realization of a prosperous Indonesian society. fair and prosperous.

Law Number 13 of 2003 concerning Manpower specifically regulates the protection of workers. The scope of protection for workers/labor according to Law Number 13 of 2003 concerning Manpower includes protection of the basic rights of workers or laborers to negotiate with employers, protection of occupational safety and occupational health, special protection for women, children and disabled workers/laborers, then protection regarding wages, welfare and social security of workers (Sadi, 2020).

Thus, these provisions do not regulate in detail only the status of permanent workers who can be included in the social security program for workers, but also include workers who are bound by PKWT. As for workers' rights in Law Number 40 of 2004 concerning Workers' Social Security can be seen in Article 16, Article 31 paragraph (1) and Article 41 paragraph (2). The workers' social security program consists of several guarantees which will be mentioned as follows (Rusli, 2011):

- 1) Guarantees in the form of money which include: a) Work Accident Insurance (JKK);
- 2) Death Guarantee (JK);
- 3) Old Age Guarantee (JHT); and
- 4) Guarantees in the form of services, namely Health Care Guarantee (JPK).

The implementation of employment social security is carried out in small to medium-sized companies, even large-scale companies where it is common for violations of the implementation of

employment social security as stipulated in the laws and regulations due to several reasons, among others, workers or laborers are not included in the social security program. the employment social security program, namely the Employment BPJS program or if it is included does not fully comply with the provisions of the applicable regulations.

Pursuant to the provisions of Article 15 paragraph (1) of Law Number 24 of 2011 concerning Social Security Administering Bodies which stipulates that,

"Employers are gradually obliged to register themselves and their workers as participants with the BPJS in accordance with the social security program they are participating in."

Then reaffirmed in paragraph (2) of the Article,

"In carrying out the registration as referred to in paragraph (1), it is obligatory to provide complete and correct data on himself and his workers and their family members to BPJS".

Based on the provisions mentioned above, it can be concluded that the participation of workers by companies in the BPJS Ketenagakerjaan social security program does not differentiate between the status of their employment relationship, be it workers or permanent workers, freelancers, wholesalers or work agreements for a certain time or the size of the company. then these provisions do not require workers to be able to take part in the BPJS Ketenagakerjaan program based on a minimum wage or basic wage only.

Legal protection for the implementation of social security for workers in companies, both those with PKWTT and PKWT status in Makassar City, is also regulated based on Article 13 paragraph (3) Makassar City Regional Regulation Number 9 of 2004 concerning Regulation, Protection and Employment Services in the Region Makassar City, which states that every entrepreneur is required to provide accident protection outside of work relationships through insurance. problems regarding the obligation to implement social security by companies in Makassar City. This was also explained by Mr. Sudra who stated that, There are no reports from workers or laborers, especially PKWT workers, regarding irregularities committed by business actors in terms of implementing the obligations to provide social security by companies for workers with PKWT status in Makassar City, causing no action from the Makassar City Manpower Office, because so far there has been no a violation has been found.

Based on the above, it does not mean that all companies in Makassar City have fulfilled their obligations to provide social security to their workforce, but there is a possibility that the level of legal awareness of workers is low or economic factors or knowledge related to regulations is very minimal and lacking. running well the supervision carried out by the Makassar City Manpower Office, causing violations of the fulfillment of the obligation to provide social security for workers in Makassar City, cannot be accommodated properly by the Manpower Office.

Implementation of legal protection for employees with PKWT status at PT. Dinar Wisesa Mahakarya is not fully in accordance with UUTK. However, the company has provided several protections, including economic protection, namely wages that are in accordance with the Makassar City Minimum Wage standard, and providing protection for social security with Employment BPJS. But on the other hand, PT. Dinar Wisesa Mahakarya did not report the PKWT implementation to the Makassar City Manpower Office. This causes the government to be unable to supervise the implementation of PKWT. With supervision from the government, legal protection for PKWT employees can be maximized, especially the protection of their rights to be appointed as permanent employees (PKWTT) which are not implemented by PT. Dinar Wisesa Mahakarya.

The field of employment is one of the 11 (eleven) clusters in the Job Creation Bill which continues to receive public scrutiny after the academic papers and drafts were submitted to the leadership of the DPR on 12 February 2020. changes/deletions Criticism, input/suggestions related to the articles of employment continue to be addressed to legislators. At this time the Job Creation Bill has been promulgated by Law Number 11 of 2020 concerning Job Creation (hereinafter referred to as the Job Creation Law).

Some circles consider that the PKWT-outsourcing norms have not changed much in the Job Creation Law. However, workers believe that the PKWT and outsourcing provisions in the Job Creation Law have changed and deleted many important articles that have protected workers/workers so far.

Article 56 paragraph (3-4) of the Job Creation Law incorporates the principle of "agreement of the parties" (workers and employers) as set forth in a work agreement regarding the timeframe or completion of a particular job, the technicalities of which are regulated by Government Regulations (PP). Article 57 of the Job Creation Bill removes the provisions on sanctions if the PKWT is not drawn up in writing and is considered an unspecified time work agreement (PKWTT) or permanent worker which has been in force in the UUTK.

In addition, PKWT which is based on a certain period is a maximum of 2 years and may only be extended once for a maximum period of 1 year. PKWT that does not meet these requirements are deemed by law to become PKWTT or permanent workers/employees. However, the PKWT in the Job

Creation Law regarding the timeframe and completion of certain jobs is based on the work agreement/agreement of the parties, as if it opens up opportunities for all types of work to be PKWT.

At this time in practice, there are PKWT that do not meet the requirements, contracted for more than 3 years. Therefore, in the PKWT Job Creation Law, it is based on the agreement of both parties to improve (change) PKWT practices, which often exceed 3 years. Therefore, to accommodate this interest, the maximum time limit of 3 years PKWT is removed. The term is carried out according to the agreement if it is agreed to be 4 years, PKWT is valid for up to 4 years. The PKWT period is adjusted to how long the work can be completed. For any type of work will be regulated in the PP.

There is a new norm regulated in Article 61A of the Job Creation Law regarding compensation that employers must pay when the PKWT period ends. This is a form of guaranteed protection for contract workers or PKWT. Further provisions regarding this compensation are regulated in PP. At the end of the PKWT, there is compensation that must be paid by employers to workers. This provision fixes the PKWT practice so far where workers whose work agreements have expired are no longer protected. Article 61A of the Job Creation Law stipulates that:

- 1) In the event that the work agreement for a certain time expires as referred to in Article 61 paragraph (1) letters b and c, the entrepreneur is obliged to pay compensation money to the worker/laborer.
- 2) 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.
- 3) Further provisions regarding compensation money are regulated in Government Regulations.

According to the author, the PKWT provisions in the Job Creation Law are quite beneficial to workers because when the work agreement ends, there is compensation that must be given by the employer. If you look at this compensation, it is similar to severance pay as stipulated in Article 156 paragraph (3) of the UUTK regarding the calculation of long service pay.

Implementation of Implementation of Specific Time Agreements at Companies in Makassar City

National development is carried out within the framework of developing Indonesian society as a whole to create a society that is prosperous, just, prosperous, based on Pancasila in the 1945 Constitution of the Republic of Indonesia. Implementation of development in various business sectors, both state-owned and private companies.

As regulated in article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia it stipulates that every citizen has the right to work and a decent living, work is a human right. Based on Law Number 13 of 2003 concerning Manpower (hereinafter referred to as UUTK) In article 1 number 2 UUTK what is meant by workforce is "everyone who is able to do work to produce goods and/or services both to meet their own needs and for the community" Thus the workforce is the main driving wheel of the economy, has two sides, namely as an object that needs to be built and prospered as well as the subject of the development actor itself, The welfare of the whole society is basically the welfare of workers who are able to meet the needs of themselves and their families. In fact, the income of a country, both in the form of tax revenue and non-tax revenue, actually comes from the output of workers, whether it comes from workers as a productive function or workers as a consumption function.

When we understand juridically in labor law, the position of employers and workers/laborers is the same and equal. However, sociologically, under certain conditions, the position of workers or it can be said as laborers and employers is not equal and balanced. Karan often workers / laborers are in a weak position (Khoe, 2013). Therefore, workers/laborers basically have to be given protection of their rights. Rights as stipulated in the existing Manpower Act in Article 77 to Article 101 include the rights of workers/labourers, including the regulation of working time (right to leave, right to rest, and right to rest,) implementation of worship, work safety, wages and welfare facilities.

The rights and obligations between workers and companies as well as conditions in general must be set forth in a written contract agreement that is understood between workers/laborers and employers. Based on the labor law as stated in Article 1 point 14, a work agreement is an agreement between a worker/laborer and an employer or employer which contains the terms of work, rights and obligations of the parties.

A work agreement is a form of agreement to do a job where it has been clearly regulated in article 1601 BW that a work agreement is an agreement in which the worker/laborer binds himself to be under the orders of another party. Based on the existence of a work agreement, a working relationship arises between the entrepreneur and the worker/labourer. Therefore, because of the existence of a work agreement, rights and obligations arise between the worker/laborer and the entrepreneur who is the employer.

The work agreement is made in writing based on the existing rules, namely Article 51 and Article 52 of the Manpower Act. So that when making an agreement, you must refer to the legal terms of the agreement in civil law as stipulated in article 1320 BW, article 52 of the Labor Law.

The work agreement is divided into two types of agreements, namely the Work Agreement for an Unspecified Time or commonly abbreviated as (PKWTT) and usually also called permanent employees and there is also a Work Agreement for a Specific Time or usually abbreviated (PKWT) and commonly called contract employees, the type of agreement This is regulated in Article 56 of the Manpower Act. In the PKWTT agreement, the aim is for types of work that are permanent in nature and those types of work are continuous or continuous. So that the PKWTT agreement requires a probationary period carried out by the entrepreneur or employer. It should be understood that in granting the probationary period, companies are prohibited from paying wages below the applicable minimum wage,

1. One-time work or temporary nature;
2. Work that is estimated to be completed in not too long time and no longer than 3 (three) years;
3. Seasonal work;
4. Work related to new products, new activities, or additional products that are still being tested or explored.

Existing companies are required to improve business performance through effective and efficient organizational management. One of the efforts made is to employ as few workers as possible in order to be able to give the maximum contribution according to the demands of the company. Therefore the company focuses on managing existing jobs in the company and empowering workers to carry out work in accordance with the contract agreed between the worker/laborer and the company.

One of the companies located in Makassar City that employs a work agreement system for a certain time is PT. Dinar Wisesa Mahakarya which is engaged in providing services in the manufacture of concrete and electricity poles. Starting operations in 2018. So that in April 2023, the total workforce at PT Mitra Duta Mahakarya is 311 workers.

The type of work performed by employees with PKWT status at PT. Dinar Wisesa Mahakarya is Production, HRD, Admin, quality engineering, PPE officers, Postension security guard, cleaning service, stockyard, lab/TM, Trailer Operator, when we look at the type of work, we can see that PT. Dinar Wisesa Mahakarya has employed his employees with the PKWT system for permanent types of work or PKWTT, this is very contrary to UUTK, which in this case is very contrary to article 59 UUTK, where in this article it is clearly regulated that PKWT can only be made for certain jobs that the type of work will be completed in a certain time.

The nature and type of work performed by workers with PKWT status at PT. Dinar Wisesa Mahakarya is not included in the 4 types of work, PKWT status regulated in article 59 UUTK. Work carried out by cleaning services, admin staff, security guards, HRD, does not include work that is temporary/seasonal and has nothing to do with new products, which is a permanent job because it relates to company operations and techniques.

In article 59 paragraph (2) UUTK Requires that work agreements for a certain time cannot be held for permanent jobs. In the elucidation of the article referred to above, this is work that is permanent and continuous, uninterrupted, not limited in time and is part of a production process in one company or seasonal work.

It should also be understood that work that is not seasonal work is not dependent on demand or weather. If the work is continuous work, is not limited in time and is part of a production process but depends on the weather or the work is included in seasonal work which is not considered permanent work so that it can become the object of a work agreement for a certain time.

It has been explained previously that PT Dinar Wisesa Mahakarya is engaged in providing services in the manufacture of concrete and electricity poles. In this business engaged in the service provider sector, of course, it really needs employees to do work related to cleanliness in the scope of the factory, Admin staff, quality techniques, Postension security guards, cleaning services, things like this that are very related to the comfort of workers. So that the workers mentioned above should have PKWTT status because jobs like this are permanent and continuous workers.

Certain Time Work Agreements can be held for a maximum period of 2 (two) years and can only be extended for 1 (one) year. Employees or workers at the PT. Dinar Wisesa Mahakarya company, some of the admins, security guards and cleaning services, renewal and renewal of PKWT at PT. Dinar Wisesa Mahakarya which is generally carried out within a period of 1 (one) year, and the extension of the working period in PKWT is carried out every year, according to the needs of the company. In making an extension, it will be determined directly by the company, if you still need the services of workers.

The period for PT Dinar Wisesa Mahakarya's PKWT extension and renewal, which has been conveyed above, can be seen that there are approximately 20 PT Dinar Wisesa Mahakarya workers who have extended their PKWT more than once. has not changed its status to become a permanent worker. Things like this, of course, have violated Article 59 paragraph (4) and paragraph (6) of the UUTK. Extension is continuing the employment relationship after the PKWT agreement period ends without any termination of employment or layoffs. While renewal is making a new relationship after the

PKWT agreement has been completed or ended through termination of employment with a grace period of 30 (thirty) days.

Some employees. PT. Dinar Wisesa Mahakarya with PKWT status has experienced work contract extensions more than 3 (three) times without interruption and continues, which means that the work agreement is renewed every year by the company without regard to the provisions of the applicable regulations as in UUTK. Based on the provisions of article 59 paragraph (6) UUTK jo. Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia Number: Kep.100/Men/VI/2004 Concerning Provisions for the Implementation of Specific Time Work Agreements (Kepmen PKWT), the implementation of PKWT at PT.Dinar Wisesa Mahakarya is not in accordance with the provisions stipulated in UUTK and Ministerial Decrees UUTK. The law requires that renewal of work agreements between companies and workers/laborers may only be carried out 1 (one) time and a maximum of 2 (two) years. If the renewal provisions in the implementation of the PKWT agreement are violated, legally the status of the PKWT worker/worker will become PKWTT.

in accordance with the provisions stipulated in the UUTK and the Decree of the UUTK. The law requires that the renewal of the work agreement for a certain time can only be done 1 (one) time and for a maximum of 2 (two) years. If the terms of PKWT renewal and extension are violated, then by law the status of PKWT employees changes to PKWT. Continuous extension of PKWT employee status without regard to the provisions stipulated by law certainly has an impact on the violation of the rights of PKWT employees. Employees who have obtained contract extensions for more than 3 times and even up to 4 (four) extensions at PT. Dinar Wisesa Mahakarya should have PKWTT status (permanent employee). Changes in the status of PKWT employees to PKWTT will certainly provide more legal certainty to employees/workers regarding their status in companies that are at PT.Dinar wisesa Mahakarya, so that changing employee status to PKWTT, employees/workers will obtain permanent employee rights, such as the right Regarding severance pay when retiring or laying off, permanent employees will benefit more because they will receive severance pay and also compensation for rights if any, be it because the employee was laid off or resigned of his own accord. The severance pay will usually be given to employees who have worked for more than 3 (three) years. such as the right to severance pay when retiring or layoffs, permanent employees will benefit more because they will receive severance pay and also replacement rights if any, whether it's because the employee was laid off or resigned of his own accord. The severance pay will usually be given to employees who have worked for more than 3 (three) years. such as the right to severance pay when retiring or layoffs, permanent employees will benefit more because they will receive severance pay and also replacement rights if any, whether it's because the employee was laid off or resigned of his own accord. The severance pay will usually be given to employees who have worked for more than 3 (three) years.

The provisions of the applicable laws and regulations as mentioned above have not been implemented effectively, whereby to extend the PKWT from the 2 (two) years that have ended, to continue with the additional PKWT time for a maximum of 1 (one) more year, then the company must terminate the employment relationship for 30 (thirty) days against the workers in question. After that, then the company and workers can resume employment with PKWT status for a maximum working period of 1 year. That is, the labor law has limited a person to only work with the status of a certain employee for a maximum period of 3 (three) years with the conditions above. If the company wants the working relationship to continue, inevitably in entering the 4th (fourth) year, the company must change the status of its work agreement to PKWTT. This is not carried out by the company, namely PT. Dinar Wisesa Mahakarya, PKWT employee status was not changed to PKWTT even though it had extended more than 3 (three) to 4 extensions.

The next worker/employee right is the right to wages. Wages are very crucial in the field of employment, even if they are not professional in handling wages. Wages are a very basic issue in the field of employment, especially workers/employees and industrial relations. In the general explanation of government regulation Number 78 of 2015 it is stated that wages are one of the most sensitive aspects in the employment relationship (Khakim, 2016). Based on the provisions of Article 1 point (30) of the Labor Law, what is meant by wages or salaries are the rights of workers or laborers who are received and expressed in the form of money as compensation from employers or employers to workers or laborers who are determined and paid according to a work agreement, agreements, or laws and regulations,

The wage system for workers bound by PKWT at PT. Dinar Wisesa Mahakarya uses a weekly wage system which is paid twice a month in accordance with the PKWT agreement at PT. Dinar Wisesa Mahakarya. Regarding weekly wages, it is carried out with a two-week payment system in the middle of each month and at the end of the month. Based on Mr. Hamka's statement, the results of the author's research on the standard PKWT format of PT. Dinar Wisesa Mahakarya,

Regarding the wages of workers contained in PT Dinar Wisesa Mahakarya's PKWT, it is appropriate, even exceeding the minimum wage provisions for Makassar City. By giving wages to workers in accordance with the provisions, wages at PT. Dinar Wisesa Mahakarya, this is in accordance with the provisions of Article 90 of the Manpower Act. This article states that employers are prohibited from paying wages lower than the minimum wage. The minimum wage is set by the Governor by taking into account the recommendation from the Provincial Wage Council and/or the Regent/Mayor.

In addition to the right to wages and leave, employees/workers are also entitled to social security. Workers' social security is protection for workers in the form of compensation in the form of money (work accident, death, and old age savings), and health services, namely health care insurance. Article 99 of the Manpower Act stipulates that every worker and his family has the right to obtain workers' social security. Get to know the implementation in accordance with the applicable laws and regulations. Based on the results of interviews with Mr. Irwan which were confirmed correctly by 15 (fifteen) research respondents, namely workers with PKWT status at PT. Dinar Wisesa Mahakarya, that the social security provided by the company, namely PT.

The work agreement between employers and PKWT employees/workers should contain more detailed matters regarding the rights and obligations of the parties (employers and employees). Employees with PKWT and PKWTT status have the right to wages (should not be below the regional minimum wage of an area), the right to overtime pay, the right to holiday allowances (THR), the right to social security and the right to rest/leave. The making of work agreements by employers, basically aims to protect employers and workers in carrying out their work relations, so that the rights and obligations of each party are clear so that the parties can carry out work relations on a clear basis. This can be seen because PKWT is a legal provision that is binding for employers and workers.

In the preparation of PKWT in the company PT. Dinar Wisesa Mahakarya is made according to a format or standard form that has been prepared by the company and does not involve the worker/laborer in drafting the agreement with the worker, in which the rights and obligations of the worker and the company are stated in the contract so that the worker only fills in personal identification consisting of the Worker's Name, Resident Identification Number, Place and Date of Birth, Gender and address, and signing the agreement if you have agreed on the matters regulated in the agreement. The PKWT format at PT. Dinar Wisesa Mahakarya is as follows:

- a. PKWT title;
- b. PKWT creation date;
- c. The identity of the entrepreneur in this case is represented by the General Affair
- d. PT. Dinar Wisesa Mahakarya referred to as the "First Party".
- e. The identity of workers referred to as "Second Party";
- f. Statement of agreement of both parties in binding themselves to PKWT;
- g. Provisions regarding work placement and worker assignments;
- h. Provisions regarding employee rights which contain basic salary and employee rights to obtain other costs based on the provisions that apply to PT. Dinar Wisesa, but the details are not regulated.
- i. Provisions regarding working hours, overtime and absences.
- j. Provisions regarding employee obligations;
- k. Provisions regarding the duration of the PKWT and the work agreement system which contains the validity of the PKWT agreement are valid for a year.
- l. Closing provisions which contain everything that has not been regulated in the PKWT will be further regulated in an addendum which is an integral part of this agreement and will be decided jointly;
And
- m. The signing of the PKWT which contains information that is made and signed by both parties in duplicate, each of which has the same legal force.

If we pay attention to the contents of the work agreement between PT. Dinar Wisesa Mahakarya with employees with PKWT status only contains the rights and obligations of one of the parties, namely the rights and obligations of PKWT employees as the second party, while the rights and obligations of the entrepreneur are not described in the work agreement. The PKWT employee work agreement describes employee rights, namely in the form of rights to salary/wages consisting of basic salary and transportation allowances. It also regulates the right of the second party to obtain other costs based on company provisions, but this is not regulated in detail in the agreement regarding what is meant by other costs.

The work agreement also does not regulate the right to leave/rest for employees, does not regulate the right to holiday allowances, the right to overtime pay if working more than the specified working hours, the right to social security (both health and employment), and does not regulate the

change of PKWT status to PKWTT if the employee has experienced a contract extension for a maximum of 3 (three) years as stipulated in the UUTK.

The employment agreement is the basis of the employment relationship, basically the employment relationship is a relationship that regulates/contains rights and obligations between workers and employers. The measure of rights and obligations of each must be balanced and mutually beneficial for both parties between employers and employees/workers. In the context of a work relationship, the obligations of the parties take place reciprocally. The obligations of the entrepreneur are the rights of the worker/labourer, and conversely the obligations of the worker/labourer are the rights of the entrepreneur. For this reason, if there is a violation of the obligations that have been regulated in laws and regulations or work agreements, each party can sue the other party.

As described above that in a work agreement the rights and obligations of the parties must be balanced between the employer and the worker, but in the PKWT employee/worker work agreement by PT. Dinar Wisesa Mahakarya does not contain the rights and obligations of employers, so that employees have no basis to sue if the employer does not fulfill their obligations to employees (if the employee's rights are not fulfilled). Even though workers' rights have been regulated in UUTK, the rights and obligations of the parties should still be set forth and regulated in more detail in a work agreement, because the basis of the working relationship between employees and employers is based on work agreements.

In essence, legally, the position of workers and employers is balanced in carrying out work relations as stipulated by Article 27 of the 1945 Constitution, that every citizen has the same position in law and government. one level. Entrepreneurs as employers always have a higher bargaining position than workers, therefore what happens is not coordination in work relations but subordination.

The factor of ignorance of workers is the reason why workers never ask and ask for work agreements to be revised, so that they contain their rights as regulated by law. Meanwhile, in the labor law it is emphasized that the employment relationship has the meaning of the relationship that occurs between workers and employers which is based on a work agreement. The work agreement should contain terms of work which contain the rights and obligations of employers and workers. By not regulating the rights of PKWT employees in detail and also not regulating the rights and obligations of employers, it will be difficult for workers, the majority of whom are unskilled labour, to know their rights as workers for a certain time. In addition, if in the future there is a default by the company, which is detrimental to workers,

The relationship between employers and workers is based on private law relations. The relationship is based on contract law which is part of civil law. The government only acts as a supervisor or more precisely can carry out the function of a facilitator if it turns out that in practice a dispute arises that they cannot resolve. Based on Article 13 of the PKWT Ministerial Decree and the provisions of Article 18 of the Makassar City Regional Regulation Number 9 of 2004 concerning Regulation, Protection and Employment Services in the Makassar City Area that PKWT must be registered by employers with the agency responsible for employment.

The relationship between workers and employers is basically a legal relationship, namely a legal relationship born of a work agreement. As a legal contractual relationship, the parties involved are burdened with certain rights and obligations.

In its development, the working relationship developed into industrial relations in line with the adoption of the welfare state type. This means that industrial relations are no longer seen as limited to the relationship between workers and employers, but already involve the interests of third parties which are introduced as public interests which must be protected by the government. Thus, it can be said that industrial relations are a legal relationship consisting of three parties, namely workers, employers, and the government.

The government's function in industrial relations is to set policies, provide services, carry out supervision, and take action against violations of labor laws and regulations, while the function of workers and trade unions in industrial relations is to carry out work in accordance with their obligations, maintain order for the continuity of production, channel aspirations democratically, develop their skills and expertise and participate in advancing the company and fighting for the welfare of family members.

Since PT. Dinar Wisesa Mahakarya was founded in 2018 and operates his company until now (2023), PT. Dinar Wisesa Mahakarya in the PKWT Agreement has never even been recorded at the Makassar City Manpower Office and reported its workforce that has been recruited with PKWT status to the Makassar City Manpower Office (Disnaker), so PKWT PT. Dinara Wisesa Mahakarya which has been running, has never been inspected by the Makassar City Manpower Office and of course this is contrary to the provisions regarding the recording and reporting of PKWT which have been regulated in the PKWT Decree and the Regional Regulation mentioned above.

According to the statement of Mr. Andi Irwan Bangsawan as the Head of the Makassar City Manpower Office that:

"There are still frequent violations of the Labor Law, PERMEN PKWT and Makassar City PKWT regulations regarding the implementation of PKWT by Business Actors in Makassar City, based on data reported to our agency, violations of PKWT implementation by companies are dominated by violations in the form of type of work, nature of work, during PKWT work and there are still many companies in Makassar City that have not reported the workforce they recruited through PKWT"

The purpose of the employer's obligation to report employees with PKWT status is so that the government can carry out its role in supervising so that the rights of workers are not violated, besides that the government can monitor the extension of the working period of PKWT employees to comply with laws and regulations.

Because the economic needs are very urgent, employees tend to want to accept, most importantly, there are wages, rights according to any job and even if they do not get the rights that have been regulated in the provisions of labor law. In addition to economic factors, there are other factors that cause employees with PKWT status to simply accept the work contained in the PKWT, namely due to the low level of education of employees and ignorance regarding the rules, this is a gap for employers to take action against agreements. work and in addition, low knowledge and legal awareness of workers who do not know about the laws and regulations governing PKWT. This makes the provisions regarding PKWT difficult to enforce.

The foregoing is in line with Mr. Sampara's statement that:

"There are still many companies in Makassar City, both newly established and those that have been established for a long time, which have not reported or updated their employee recruitment with PKWT, our limitations are also to track or supervise one by one company in Makassar City related to the recruitment of employees using PKWT. Apart from that, economic factors, education and legal awareness hinder employees from reporting PKWT violations they experience.

Furthermore, he explained that law enforcement related to the implementation of PKWT which is not in accordance with the provisions of labor law that can be carried out by the Makassar City Manpower Office is by submitting a complaint to the industrial relations court if there is a reported PKWT case at the Makassar City Manpower Office. Until now there are several preventive steps that have been taken by the Makassar City Manpower Office to reduce the level of PKWT violations by companies in the city of Makassar, namely:

- a. Early detection of newly established companies related to the company's PKWT;
- b. Development of companies and workers regarding the implementation of PKWT; and
- c. Outreach to companies in Makassar City regarding provisions regarding PKWT.

PT. Dinar Wisesa Mahakarya has never reported the implementation and recording of employees with PKWT status since the company's inception until now to the Makassar City Manpower Office. This has caused the Makassar City government to be unable to oversee the implementation of the PKWT at PT. Dinar Wisesa Mahakarya.

CONCLUSION

The implementation of the Specific Time Work Agreement (PKWT) at PT. Dinar Wisesa Mahakarya has not fully complied with the regulations in accordance with the applicable laws and regulations. These discrepancies include: first, related to the PKWT extension period which has passed the period stipulated by the labor law. Second, related to the nature of the work given to employees/workers with PKWT status at PT. Dinar Wisesa Mahakarya is not in accordance with the type and nature of work regulated in UUTK, the type of work of PKWT employees at PT. Dinar Wisesa Mahakarya are types of work that are permanent, namely: cleaning service, admin staff, quality engineering, security guard positions, as well as canteen and cafeteria employees. Third, PT.

Protection for workers with PKWT status at PT. The Wisesa Mahakarya Dinar is not implemented in accordance with the applicable laws and regulations. The rights of workers with PKWT status who have worked for PT. The Wisesa Mahakarya Dinar has exceeded the limit set by law so that certain time workers or PKWT do not change to PKWTT. At this time the form of legal protection for workers with PKWT status at PT. Dinar Wisesa Mahakarya, including the fulfillment of wages which are above the Makassar City UMR, protection for social security in the form of Health BPJS. PT. Dinar Wisesa Mahakarya has not provided social security in the form of an old age security. Besides that, by not reporting to the local Manpower Office, the government cannot provide protection in the form of supervision in the implementation of PKWT at PT. Dinar Wisesa Mahakarya.

REFERENCES

- Abdul Hakim. (2003). Pengantar Hukum Ketenagakerjaan Indonesia, Bandung PT. Citra Aditya Bakti.
- Abdul Hakim. (2016). Pengupahan dalam perspektif Hukum Ketenagakerjaan Indonesia. PT. Citra Adifa Bakti. Bandung.
- Abdul Khakim. (2016). Pengupahan dalam Perspektif Hukum Ketenagakerjaan Indonesia. Bandung: PT.CITRA ADITYA BAKTI.
- Adrian Sutedi. (2011). Hukum Perburuhan. Jakarta: Sinar Grafika.
- Agusmidah, et. al. (2012). Bab-bab Tentang Hukum Perburuhan Indonesia. Pustaka Larasan. Denpasar.
- Bahder Johan Nasution dan Fithriatus Shalihah. (2016). Implementasi Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Hubungan Kerja Di Indonesia. Jurnal Selat. 4(1).
- Darwati dan Aziz Budiarto. (2017). Analisa Hukum Perjanjian Kerja Waktu Tertentu Berdasarkan Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan (studi kasus putusan PHI No.46/PHI.G/2013/PN.JKT.PST). Lex Publica. IV(1).
- Feni Natalia Khoe. (2013). Hak Pekerja Yang Sudah Bekerja Namun Belum Menandatangani Perjanjian Kerja Atas Upah Ditinjau Berdasarkan Undang-Undang Nomor 13 tahun 2003 Tentang Ketenagakerjaan. Jurnal Ilmiah Mahasiswa Universitas Surabaya. (2)1.
- Hardijan Rusli. 2004. Hukum Ketenagakerjaan, Bogor Ghalia Indonesia.
- Hardijan Rusli. 2011. Hukum Ketenagakerjaan. Bogor.Ghalia Indonesia.
- I Made Udiana. (2016). Kedudukan dan Kewenangan Pengadilan Hubungan Industrial. Udayana University Press. Denpasar.
- Irwansyah. (2020). Penelitian Hukum Pilihan Metode dan Praktik Penulisan Artikel. Mitra Buana Media. Yogyakarta.
- Keputusan Menteri Tenaga Kerja dan Transmigrasi Republik Indonesia Nomor KEP. 100/MEN/VI/2004 Tentang Ketentuan Pelaksanaan Perjanjian Kerja Waktu Tertentu.
- Marwati Riza. (2009). Perlindungan Hukum Pekerja Migeran Indonesia di luar Negeri. As Publishing, Jl Effendi Raya. Tamalanrea Makassar.
- Muhammad Sadi Is. (2015). Etika dan Hukum Kesehatan Teori dan Aplikasinya di Indonesia. Jakarta: Kencana.
- Muhammad Sadi Is. (2020). Hukum Ketenagakerjaan Di Indonesia. Jakarta. Kencana.
- Peraturan Pemerintah Nomor 78 Tahun 2015 tentang Pengupahan.
- Undang-Undang Nomor 13 tahun 2003 tentang Ketenagakerjaan