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Analysis Of Defaults In Employment Based Contract Agreements The Value Of Justice

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ABSTRACT : *Through Law Number 11 of 2020 concerning Job Creation and its derivative PP Number 35 Thuan 2021 concerning PKWT, Outsourcing, Working Time and Rest Time and Termination of Employment Relations is the crystallization of various laws regarding Employment. which, philosophically, does not provide guarantees and protection for workers' rights. Methodologically, this research is an empirical juridical research using a combined approach method which is carried out by analyzing the research explanation in an inductive way leading to a deductive method so as to help the author explain the relationship between research variables and research objects. The results of this research found that there are many deficiencies in Law Number 13 of 2003 concerning Employment, such as the absence of legal protection or workers who are in non-standard work relationships, gender discrimination, wages, lack of social security, leave rights and other rights, partial revision What the Job Creation Law does to the Employment Law Number 13 of 2003 actually creates new problems that have a negative impact on worker protection, the rules governing employment now, so that if you look closely at the revised and deleted articles, it appears that The spirit of the law does not at all touch on efforts to increase worker competency, even though in reality, in Pancasila industrial relations, worker protection is a form of government responsibility. So it is hoped that a legal political policy between the DPR and the government will make changes to Article 66 paragraph (2) of Law Number 3 of 2023 concerning the Determination of Perpu Number 2 of 2022 into the Job Creation Law and PP Number 35 of 2021 concerning Specific Time Work Agreements , Outsourcing, Working Time and Rest Time, and Termination of Employment Relations, so that it can be seen more clearly how the protection of workers/laborers, wages, welfare, and protection of the special rights of outsourced workers, especially outsourced workers, must ensure greater legal protection so that the working atmosphere can become better and more conducive and neither party feels disadvantaged*

Keywords: *Employment Contract Agreement, Guarantees and Protection, Workers' Rights*

1. INTRODUCTION

The employment relationship occurs because of the existence of an Employment Agreement between the Employer and the Worker which is made for a certain period (PKWT) or for an indefinite period (PKWTT) based on the agreement of both parties to bind themselves to each other in an employment relationship. Therefore, this study only focuses on workers with PKWT or in practice known as contract workers, the discussion is limited to workers with an Employment Agreement made for a Certain Period (contract). In the consideration of letter d of Law Number 13 of 2003 concerning Manpower, it is stated that protection for workers is intended to guarantee the basic rights of workers/laborers, equal opportunities, non-discriminatory treatment aimed at realizing the welfare of workers/laborers and their families while still paying attention to the progress and continuity of the business world.

Protection of human rights concerning the rights of citizens to obtain decent work and fair treatment in employment relations is contained in Article 27 paragraph (2) of the 1945 NRI Constitution which states that "every citizen has the right to work and a decent living for

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humanity" and Article 28 D paragraph (2) of the second amendment to the 1945 NRI Constitution mandates that "every person has the right to work and receive fair and decent compensation and treatment in employment relations, thus the government's constitutional obligation is not only to provide as many employment opportunities as possible for citizens, but it is also obliged to provide legal protection to every citizen to receive fair treatment in employment relations.

At this stage, the presence of the state is needed to provide legal protection for every citizen, including workers who experience termination of employment in order to obtain fair and proper treatment in employment relations as mandated in the 1945 Constitution of the Republic of Indonesia above. Indonesia as a country of law guarantees and protects every citizen in employment relations between employers and workers implemented in the form of legal products with the enactment of Law Number 13 of 2003 concerning Manpower and Chapter IV and Law (UU) Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law.

Government Regulation Number 35 of 2021 is an implementing regulation of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law. Disputes arising in an agreement or contract that has met the legal requirements more often occur in the contract implementation stage, although it is not uncommon for them to originate from the contract drafting stage which culminates in the good faith of the parties to the contract. To determine the good faith of the parties to a contract, the court as the institution with the most authority to resolve a dispute, is required to explore legal facts and values of truth and justice in order to be able to unravel the abstraction of good faith in concrete cases.

Based on the background description above, the author raises several problems that will be discussed further. The problems are as follows:

1. How is the legal regulation of a work contract agreement based on the value of justice?
2. How is the implementation of a work contract agreement based on the value of justice?
3. To what extent are the impacts and consequences of a work contract agreement that is not based on the value of justice?

Based on the formulation of the problem stated above, it can be seen that the objectives of this research are:

1. To find out the legal regulations of employment contract agreements based on justice values.
2. To analyze the effectiveness of implementing employment contract agreements that are

not based on justice values.

3. To analyze and explain the impacts and consequences of employment contract agreements that are not based on justice values.

2. LITERATURE REVIEW

The principle of consensualism is that an agreement occurs (exists) from the moment an agreement is reached between the parties. In other words, the agreement is valid and has legal consequences from the moment an agreement is reached between the parties regarding the subject matter of the agreement. As formulated in Article 1320 of the Civil Code (KUHPer), it is stated that the requirement for a valid agreement is the agreement of both parties. Although in practice many contracts are made in written form and even have a specified format, but normatively for a valid contract to be valid, there is sufficient agreement between the parties. The principle of freedom of contract emphasizes the agreement and intent or will of the parties. According to Ridwan Khairandy, the main idea of freedom of contract is that a contract is a manifestation of the free will of the parties who make the contract.

The principle of Pacta Sunt Servada is related to the consequences of a contract, namely the principle related to the binding of a contract. Where according to Article 1338 of the Civil Code, it confirms the binding power of a contract like a law and a contract cannot be withdrawn except by agreement of both parties, or for reasons that are stated by law to be sufficient for that. The principle of good faith is one of the principles in contract law as stated in Article 1338 paragraph (3) of the Civil Code which stipulates that a valid agreement must be carried out in good faith. By paying attention to the inclusion of the good faith clause in Article 1338 of the Civil Code as a requirement for parties who bind themselves to a valid contract and have binding force like a law, good faith can be understood as a limitation of freedom to contract and the legal certainty of the binding force of a contract (pacta sunt servanda).

Regarding breach of contract, O.W. Holmes put forward a theory, namely that there is an obligation to maintain an agreement so that if they do not maintain it, they must be responsible for paying damages, or a certain amount of compensation. Based on the provisions of Article 1238 of the Civil Code, it is also emphasized that a breach of contract can only occur after there is first an agreement that has been agreed upon by the parties. From this understanding, without an agreement, there will be no breach of contract. In agreements that are made by notary or have gone through a proper drafting process by contract drafting experts, provisions regarding the possibility of a breach of contract are generally included, including regarding the time period (grace period), when one party is declared to be in default and the sanctions that must

be received if the breach occurs.

An agreement or Verbintenis is a legal relationship of wealth/property between two or more people, which gives the power of the right to one party to obtain achievements and at the same time obliges the other party to fulfill the achievements. The definition of an agreement is regulated in Article 1313 of the Civil Code which states that "an agreement is an act by which one or more people bind themselves to one or more people". According to Subekti, an agreement is an event in which one person promises to another person or in which two people promise each other to do something. From that relationship it is called an agreement, the agreement that is made gives birth to an agreement between the two people who make it. In its form, the agreement is a series of words containing promises or abilities that are spoken or written.

An agreement has conditions that form the basis for the agreement to be valid and binding. The conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code. This is very important to understand in order to create a valid agreement. In Article 1320 of the Civil Code, there are four conditions for an agreement to be considered valid, namely:

1. Agreement

   There is an agreement from those who bind themselves, the agreement in question means that there must be a match between the will and statements of the parties. The agreement becomes unfulfilled if based on Article 1321 of the Civil Code, due to coercion (dwang), error (dwaling), and fraud (bedrog) as mentioned above.

2. Ability to act

   Competence is a general requirement for parties to be able to carry out valid legal actions. Every person is competent to make agreements, unless by law he is declared incompetent (Article 1329 of the Civil Code).

3. A certain thing

   A certain thing means something related to the object of the agreement which must be clear and can be determined, namely an object which can be traded based on Article 1332 of the Civil Code.

4. A lawful cause (Cause)

   This provision does not take into account the reasons why a person enters into an agreement, provided that it does not violate Article 1337 of the Civil Code. What needs to be considered is the content of the agreement which describes the objectives to be achieved.

3. RESEARCH METHOD

The specification and/or type of this research is normative legal research while combining it with sociological (empirical) legal research using secondary data obtained directly as the first source through field research through in-depth interviews. The approach method in this study is a combination of the normative approach "legal research" with the empirical approach method "juridical sociologies". The research mechanism with this combined approach method is carried out by describing the explanation of the inductive research method leading to the deductive method and vice versa. This is done by the author to help explain the relationship between research variables and research objects so that it can produce an understanding that is very helpful to readers, especially researchers and academics. The research location is in Batam City, Riau Islands Province.

4. RESULTS AND DISCUSSION

Legal Settings of Employment Contract Agreements

Law Number 11 of 2020 concerning Job Creation and its derivative PP Number 35 of 2021 concerning PKWT, Outsourcing, Working Hours and Rest Hours and Termination of Employment are the crystallization of various laws into one package. then the birth of Law Number 6 of 2023 concerning the Stipulation of Perpu in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, For this research paper specifically, only highlights 1 article, namely Article 66 paragraph (2) concerning what is contained in Law Number 6 of 2023 concerning the Stipulation of Perpu in Lieu of Law Number 2 of 2022 concerning Job Creation which philosophically, has not provided guarantees and protection for the rights of outsourcing workers.

The Law in Chapter IV concerning Manpower, as regulated in Article 81 states that: "Several provisions in Law Number 13 of 2003 concerning Manpower (State Gazette of the Republic of Indonesia 2003 Number 39, Supplement to the State Gazette of the Republic of Indonesia 4279) have been amended". By examining several provisions in Law Number 6 of 2023 concerning the Stipulation of the Perpu in Lieu of Law Number 2 of 2022 concerning Job Creation, especially related to the articles regulating Manpower, which are summarized in Article 81, then philosophically according to the author's argument, there are still a number of normative problems which, if examined more deeply, have not accommodated the guarantee of workers' rights. In the context of this discussion, the author only asks questions relating to guarantees of workers' rights, which in essence should be guaranteed legal protection, if linked to the issues raised in Law Number 6 of 2023 concerning the Determination of Perpu in Lieu

of Law Number 2 of 2022 concerning Job Creation.

According to Article 1 paragraph 14 of the Manpower Law, an employment agreement is an agreement between a worker/laborer and an employer or employer that contains the terms of employment, rights, and obligations of the parties. So since the employment agreement, the worker/laborer and the employer have mutually bound themselves to fulfill the rights and obligations of each party. This is different from the definition of an employment agreement contained in Article 1601a of the Civil Code which appears as a unilateral agreement. The employment relationship is born on the basis of an employment agreement between the worker and the employer. In the regulation of labor laws and regulations, two types of employment agreements are regulated according to their time period, namely, Fixed Term Employment Agreement (PKWT) or workers are often referred to as contract workers and Indefinite Term Employment Agreement (PKWTT) or workers are often referred to as permanent workers.

In Article 1313 of the Civil Code which states that: "An agreement is an act by which one or more persons bind themselves to one or more other persons." In the modern era of global economic development and increasingly rapid technological progress, business competition has emerged in all classes. This very supportive environmental condition is what makes the business world adjust to market demands that require a quick response in improving customer service. In this regard, a Fixed Term Employment Agreement (PKWT) emerged, which creates a structure in business management by reducing the span of management control so that in providing service to customers it can be more effective and efficient. According to Kosidin, employment agreements can be divided into two types, namely employment agreements for a specific period (hereinafter referred to as PKWT) and employment agreements for an indefinite period (hereinafter referred to as PKWTT).

a. Employment Relationship

   Based on the provisions in Article 1 paragraph (15) of the Manpower Law, an employment relationship is a relationship between an employer and a worker/laborer based on an employment agreement that has elements of work, wages, and orders. So the employment relationship occurs since the employment agreement between the worker/laborer and the employer and the fulfillment of the elements of work, wages, and orders.

b. General Provisions Prohibited from Employment Agreements

   According to Article 54 paragraph (2) of the Manpower Law, the provisions in the employment agreement regarding the amount of wages and how to pay them, as well as the terms of employment containing the rights and obligations of the employer and

worker/laborer must not conflict with company regulations, joint work agreements, and applicable laws and regulations. In the explanation of Article 54 paragraph (2) of the Manpower Law, it is explained that what is meant by not being conflicted is that if the company already has company regulations or a joint work agreement, then the contents of the employment agreement, both in quality and quantity, must not be lower than the company regulations or the joint work agreement in the company concerned.

c. Prohibitions and Implementing Provisions in Fixed-Term Employment Agreements
In making Fixed-Term Employment Agreements, there are basically several prohibitions and implementing provisions that need to be considered, namely those contained in Article 57, Article 58, and Article 59 of the Manpower Law which are also contained in the Decree of the Minister of Implementing Provisions for Fixed-Term Employment Agreements.

According to the explanation of Article 59 paragraph 2 of the Manpower Law, it is further explained that non-seasonal work is work that does not depend on the weather or a certain condition. If the work is continuous, uninterrupted, not limited by time, and is part of a production process, but depends on the weather or the work is needed because of a certain condition, then the work is seasonal work that is not included in permanent work so that it can be the object of a fixed-term work agreement. According to the provisions of Article 59 paragraph 7 of the Manpower Law in conjunction with Article 15 of the Ministerial Decree on Implementing Provisions for Fixed-Term Employment Agreements, it states that if a Fixed-Term Employment Agreement does not fulfill the provisions in Article 59 paragraph (1), Article 59 paragraph (2), Article 59 paragraph (4), Article 59 paragraph (5), and Article 59 paragraph (6) of the Manpower Law, then the Fixed-Term Employment Agreement that has been made will by law be changed into a Fixed-Term Employment Agreement.

Implementation of Employment Contract Agreements Based On Fairness Values

Law Number 11 of 2020 concerning Job Creation was then revised by Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, and its derivatives PP Number 35 of 2021 concerning PKWT, Outsourcing, Working Hours and Rest Hours and Termination of Employment are the crystallization of various laws into one package. For this research paper specifically, only 1 article is highlighted, namely Article 18 paragraph (3) concerning what is contained in PP Number 35 of 2021 which philosophically, has not provided protection for the rights of outsourcing workers, especially female outsourcing workers. The presence of law in society is to integrate and coordinate interests that usually conflict with each other.

Therefore, the law must be able to integrate it so that conflicts of interest can be minimized. Linguistically, the word protection in English is called protection. The term protection according to KBBI can be equated with the term protection, which means the process or act of protecting, while according to Black's Law Dictionary, protection is the act of protecting. Justice must be built in accordance with the ideals of law (Rechtidee) in a state of law (Rechtsstaat), not a state of power (Machtsstaat). According to Dumairy (1997), those classified as workers are residents who are within the working age limit. The purpose of choosing the age limit is so that the definition given is as accurate as possible in describing the actual reality. Each country chooses a different age limit because the workforce situation in each country is also different, so that the working age limit between countries is not the same. In Indonesia, the minimum age limit for workers is 15 (fifteen) years with no maximum limit. According to Simanjuntak (1998), workers include residents who have worked or are working, who are looking for work and who are doing other activities such as going to school and taking care of the household. Job seekers, going to school, and taking care of the household even though they are not working, are physically able and can work at any time.

Termination of a Fixed-Term Employment Agreement before the end of the term is also regulated in Article 17 of Government Regulation No. 35 of 2021, namely: "In the event that one party terminates the Employment Relationship before the end of the term stipulated in the Fixed-Term Employment Agreement, the Employer is obliged to provide compensation as referred to in Article 15 paragraph (1), the amount of which is calculated based on the term of the Fixed-Term Employment Agreement that has been implemented by the Worker/Laborer." And in Article 15 paragraph (3) of Government Regulation No. 35 of 2021 "Compensation money as referred to in paragraph (1) is given to Workers/Laborers who have had a work period of at least 1 (one) month continuously." If the employer does not pay compensation, administrative sanctions will be imposed as regulated in Article 61 paragraph (1) of Government Regulation No. 35 of 2021, namely: "Employers who violate the provisions of Article 15 paragraph (1), Article 17, Article 21 paragraph (1), Article 22 paragraph (1) letters b and c, Article 53, and/or Article 59 shall be subject to administrative sanctions.

Legal protection is providing protection to Human Rights that are harmed by others and this protection is given to the community so that they can enjoy all the rights granted by law.60 Legal protection is directly related to legal certainty, where it is felt that there is a need for protection, then there must be certainty regarding the existence of legal norms and certainty that these legal norms can indeed be enforced. This is in accordance with the principle of legal protection which requires balance, harmony, and harmony between the related parties.61

According to the Big Indonesian Dictionary, the word "Protection" means "shelter" or is an act (thing) of protecting, for example providing protection to the weak.

The Rights and Obligations of Workers Within the Scope of Law Number 13 of 2003 Concerning Manpower Consisting of the Rights of Workers Article 5 Every worker has the same opportunity without discrimination to obtain employment. Article 6 Every worker has the right to receive equal treatment without discrimination from employers Article 11 Every worker has the right to obtain and/or improve and/or develop work competencies in accordance with their talents, interests and abilities through work training. Article 12 paragraph (3) Every worker has the same opportunity to participate in work training in accordance with their field of duty. Article 18 paragraph (1) Workers have the right to obtain recognition of work competencies after participating in work training organized by government job training institutions, private job training institutions or training at the workplace. Article 23 Workers who have participated in an apprenticeship program have the right to recognition of work competency qualifications from the company or certification institution.

Protecting workers for their safety rights in carrying out work for the welfare of life and increasing national production and productivity. Workers as resources in the company/industry work environment must be managed well, so that they can spur high productivity. The desire to achieve high productivity must pay attention to the aspect of work safety, such as ensuring that workers are in safe working conditions. Ensuring the safety of others in the workplace, The implementation of Safety is one form of effort to create a safe, healthy and pollution-free workplace so as to reduce or avoid work accidents and occupational diseases. The realization of the implementation of occupational safety and health is also intended to increase efficiency and productivity as written in Law Number 1 of 1970 concerning Occupational Safety

The Impact and Consequences Of Employment Contract Agreements That Are Not Based On Fair Values.

sociological analysis of why it is necessary to regulate regulations regarding PKWT workers based on the consideration of Law Number 13 of 2003 concerning Manpower, namely that in accordance with the role and position of workers, manpower development is needed to improve the quality of workers and their participation in development and improving the protection of workers and their families in accordance with human dignity. Legal protection for workers is very necessary considering that workers are in a weak position. Protection for workers is intended to ensure the fulfillment of basic workers' rights and guarantee equal opportunities and treatment without discrimination on any basis to realize workers' welfare, so the author considers it necessary to reconstruct Law Number 6 of 2023 concerning the

Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation, especially in Article 66 paragraph 2 so that if a dispute occurs, the parties do not shift responsibility to each other. In theory, in the Pancasila Industrial Labor relationship, there is a legal principle that states that workers and employers have equal standing. According to labor terms, they are called work partners. However, in practice, the positions of the two are not equal. Entrepreneurs as capital owners have a higher position than workers. This is clearly seen in the creation of various company policies and regulations.

For contract workers themselves, the policy on the use of PKWT is considered less beneficial because they feel they have no certainty regarding the length of work when appointed as permanent employees, which affects their career level, status or position as workers, and severance pay when the contract ends. In fact, the PKWT regulations in Law Number 13 of 2003 in conjunction with the implementation of the PKWT period regulated in Kep.100/MEN/VI/2004 Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia are still better than the replacement regulations in Law Number 11 of 2020 concerning Job Creation, which regarding the period of contract workers (PKWT) is regulated in PP Number 35 of 2021 concerning the PKWT period limit regulated in Article 8 paragraph (1) and paragraph (2) which reads, "PKWT based on the period as referred to in Article 5 paragraph (1) can be made for a maximum of 5 (five) years (1), In the event that the PKWT period as referred to in paragraph (1) will end and the work carried out has not been completed, an extension of the PKWT can be carried out with a period according to the agreement between the Employer and the Worker/Laborer, with the provision that the total period of the PKWT and its extension is no more than 5 (five) years (2)".

Moving on to the provisions of Law Number 11 of 2020 concerning Job Creation which was then updated with the enactment of Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation, it regulates a great many regulations which according to researchers are not detailed and make these regulations a "broomstick" regulation which wants all regulations, especially in licensing and investment, to be made into 1 (one) regulation cut down (butcher/broomstick/brushed) into 1 (one) regulation only which makes these regulations regulate in no detail so that these regulations provide less justice and welfare for role occupants (society), especially lower-middle class people. Indeed, for the government, foreign investors, and entrepreneurs, it is profitable because the lack of detail, especially the PKWT regulation, means that many of the rights of lower-middle class people are lost and their rights cannot be pursued because no matter what, if it is not regulated continuously, what will be the legal certainty, later on, will

only be the company's skeptical decisions which are increasingly arbitrary, especially for its PKWT.

Labor supervision is an important element in protecting workers/laborers, as well as an effort to enforce labor laws comprehensively. In addition, through supervision, it is hoped that the implementation of labor regulations can run as it should. Thus, through supervision, it is hoped that violations of the Job Creation Law can be eliminated or minimized, so that the industrial relations process can run well and harmoniously. In addition to being an effort to protect workers, labor supervision has social goals, such as improving the welfare and social security of workers/laborers, encouraging business performance, and improving the welfare of society in general. The obstacles faced by the labor supervisory body in providing protection for workers/laborers in the implementation of fixed-term work agreements (PKWT), according to Murtiman, are due to the unclear regulations governing fixed-term work agreements (PKWT), one of which is regarding the creation of work contracts carried out by companies for workers/laborers with fixed-term work agreements (PKWT). Where in the work contract recorded with the labor supervisor as required by the explanation of Article 59 paragraph (1) of Law Number 13 of 2003 concerning Manpower, it is never explained in detail what work will be done, whether it is completed once or work that is a promotion so that the Manpower and Transmigration Service has difficulty in monitoring the work carried out by workers/laborers with fixed-term work agreements (PKWT), especially if the number is thousands of people.

Based on the description above, it can be seen that legal protection is all forms of efforts to protect human dignity and honor and recognition of human rights in the legal field. The principle of legal protection for the Indonesian people is based on Pancasila and the concept of the State of Law, both sources prioritize recognition and respect for human dignity and honor. There are two forms of legal protection facilities, namely preventive and repressive legal protection facilities. In science, there has been debate and differences of opinion regarding the nature and reality of justice. A fundamental question is whether justice is concrete or abstract, whether justice is an imaginative reality or an empirical reality, but what can be said is that justice is an element of value that can be felt by humans and this element of value is always embedded in the soul of every individual.

5. CONCLUSION AND SUGGESTION

Conclusion

Based on the discussion in the previous chapter, the following conclusions can be drawn:

a. Law Number 11 of 2020 concerning Job Creation and its derivative PP Number 35 of 2021 concerning PKWT, Outsourcing, Working Hours and Rest Hours and Termination of Employment are the crystallization of various laws into one package. then the birth of Law Number 6 of 2023 concerning the Stipulation of Perpu in Lieu of Law Number 2 of 2022 concerning Job Creation into Law, For this research paper specifically, only highlights 1 article, namely Article 66 paragraph (2) concerning what is contained in Law Number 6 of 2023 concerning the Stipulation of Perpu in Lieu of Law Number 2 of 2022 concerning Job Creation which philosophically, has not provided guarantees and protection for workers' rights
b. The end of a fixed-term work agreement attracts attention because in reality there are still many workers'/laborers' rights that are neglected and trivialized which should be the task of both the government and law enforcement officers to regulate and guarantee certainty of welfare and legal certainty for workers/laborers.
c. The many partial revisions made through the Job Creation Law to the Manpower Law Number 13 of 2003 have actually given rise to new problems that have a negative impact on worker protection. The regulations governing employment now are based on an orientation towards economic investment, not on professionalism and human resource development. So that if we look closely at the revised and deleted articles, it appears that the spirit of the law does not touch at all on efforts to improve worker competence.

Suggestion

From this conclusion, the author can provide several suggestions, namely:

a. The DPR and the government should amend Article 66 paragraph (2) of Law Number 3 of 2023 concerning the Stipulation of Perpu Number 2 of 2022 into the Job Creation Law and PP Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours and Rest Hours, and Termination of Employment, so that it is clearer how the Protection of Workers/Laborers, Wages, welfare, and protection of the special rights of outsourcing workers, especially outsourcing workers, must guarantee their legal protection so that the work atmosphere can be better and more conducive and neither party feels disadvantaged.
b. There needs to be additional authority from the Cooperatives, SMEs and Manpower Service in supervising and taking action against companies that do not obey the law

(onrechtsmatigedaad), so that it is hoped that workers/laborers can really get their rights in accordance with applicable regulations. Law Number 6 of 2023 and Government Regulation Number 35 of 2021 concerning fixed-term employment agreements (PKWT), state protection for its people is still minimal, workers with PKWT will always be anxious about their jobs because they can be dismissed at any time, then PKWT workers have no future with a job, there is no guarantee of employment if they are no longer of productive age.

c. It is better if this PKWT Regulation will easily manipulate or intimidate workers so that there needs to be a change in the regulations regarding outsourcing/PKWT, one of which is by listening directly to input (feedback) from workers to be included in explicit norms in the reconstruction of changes to PKWT regulations in the future so that it is hoped that there will be no more arbitrary companies.

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