

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman



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ABSTRACT: Work agreements in positive law are regulated in Law no. 13 of 2003 concerning Manpower and Decree of the Minister of Manpower and Transmigration No. 100/MEN/IV/2004. Work agreements are divided into 2 (two) types, namely Work Agreements for an Unspecified Time (PKWTT) and Agreements for a Specific Time (PKWT). In this case, the author conducted research on legal protection carried out by the DIY Oversight Office of Manpower and Transmigration for Workers in the outsourcing company PT MEDIA, Sleman Regency. Outsourcing company PT MEDIA Sleman Regency in practice uses PKWTT and PKWT, but what is widely used is PKWT. The implementation of PKWTT is quite good with the fulfillment of workers' rights in accordance with labor laws. However, the implementation of this PKWT is a problem, because workers are not given their rights in accordance with applicable law. To anticipate discrepancies in the regulations contained in the manpower law and their implementation and to provide legal protection for workers/laborers as well as companies/employers, the government guarantees by providing supervision through the government, in this case represented by the local Manpower and Transmigration Office.

This type of research is field research and is complemented by library research using a juridical-empirical approach. While the data analysis method used is descriptive analytic. In the data collection method, the writer uses observation and interview methods. The theory used by the author is the theory of justice by John Stuart Mill.

The results of the study show that the implementation of PKWT in the outsourcing company PT. MEDIA in a positive legal perspective is divided into 2 (two) types: First, according to the law which includes: a. Health Insurance, b. Provision of Places of Worship. Second, it is not in accordance with the law which includes: a. Working hours, b. Wages, c. There is a Trial Period, d. Termination of Employment (PHK), e. Disclosure (Salary Receipt). The supervision carried out by the Department of Manpower and Transmigration of the Special Region of Yogyakarta (DIY) on companies in Sleman Regency, including the outsourcing company PT MEDIA, is not carried out in an implicit and structured manner. The Yogyakarta Manpower and Transmigration Office will only carry out comprehensive supervision if there are complaints or reports from workers. This is due to several obstacles experienced by the Yogyakarta Manpower and Transmigration Office, namely: a. Regarding long distances, b. Facilities and infrastructure, c. Number of Companies and Lack of Supervisory Employees. Thus, the Department of Manpower and Transmigration DIY must have another alternative in preventing legal issues regarding employment.

KEYWORDS: Fixed Time Work Agreement, Unspecified Time Work Agreement, supervision

1.1. INTRODUCTION

1.2. Background

As a form of safeguarding the rights between the worker/laborer and the entrepreneur/employer, a work agreement is drawn up before carrying out the work. A work agreement is an agreement between the worker/laborer and the entrepreneur/employer which contains the terms of work, rights and obligations of the parties. The attachment of the parties to a work agreement results in the emergence of obligations between each party to implement the agreement that has been made and agreed upon. An agreement that has been made and agreed upon according to a legal principle is already a binding legal provision for the makers, even the agreement can also be called a statute, for those who make it on a legal basis it can be called a fakta san serfanda.

Regarding employment agreements in Law Number 13 of 2003 concerning employment in Article 56 it states that employment agreements are divided into 2 (two) types, namely employment agreements for an indefinite/fixed time (PKWTT) and employment agreements for a specified/unspecified time (PKWT). The purpose of the regulation on the division of work agreements in positive law is to provide legal protection and legal certainty for both parties. In practice, not all employers/employers implement the rules stipulated by the labor law.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

The implementation that occurs is that there are employers/employers who do not provide proper rights according to the provisions of the law to their workers/laborers. Although there are also many employers/employers who provide workers/laborers' rights in accordance with applicable laws. Even more surprising, there are employers/employers making work agreements with workers where it is clear that textually the rights and obligations are written in the work agreement and are in accordance with the normative rules of the applicable law. Although textually the rights and obligations are written in the work agreement, at the level of implementation, the entrepreneur/employer does not carry out the contents of the work agreement. To anticipate discrepancies between the textual agreement and the factual implementation, a regulation was made to regulate its supervision. the agency authorized to conduct special labor inspection is the Provincial Office of Manpower and Transmigration. Labor inspection is a regulatory system that is very important in providing legal protection. Legal protection is a protection given to legal subjects both preventive (prevention) and repressive (after a dispute), both written and unwritten.¹

Arrangements regarding labor inspection are an important element in the protection of workers, as well as efforts to uphold labor law as a whole.² In general, labor inspection is regulated in article 181 of Law Number 13 of 2003 concerning manpower, which expressly states that supervision is carried out by regional governments, both provincial and district/city. Apart from that, it is also specifically regulated in Article 9 paragraph (2) of the Minister of Manpower Regulation Number 33 of 2016 concerning Procedures for Labor Inspection jo. Minister of Manpower Regulation Number 1 of 2020 concerning Amendments to Minister of Manpower Regulation Number 33 of 2016 concerning Procedures for Labor Inspection, the implementation of labor inspection is carried out through the following activities:

- a. Coaching;
- b. Inspection;
- c. Testing; and/or
- d. Investigation of labor crimes.

Even though the regulations have regulated labor inspection, there are still employers/employers who still violate the provisions of the law in force, particularly with regard to employment contracts for workers/laborers. It is even more surprising that the actions taken by the employer/employer are not known by the inspectors at the manpower office. Based on the results of interviews with workers/labourers and supported by the documents provided, the authors found a textual discrepancy between the contracts made and agreed upon between employers/employers and the implementation of the work contracts carried out. The entrepreneur/employer I mean is the outsourcing company PT. MEDIA³ is located in Sleman, Special Region of Yogyakarta (DIY). In the event that the entrepreneur/employer does not carry out the agreement agreed upon by the worker/labourer, the labor service inspector does not know about this. The supervisor of the Yogyakarta Provincial Manpower Office found out the discrepancy between the textual agreement and the factual agreement after reports were received from the aggrieved parties. If there is no report, then the labor service supervisor is passive and does not carry out monitoring in the field.

1.3. Research Methodology

The type of research used by the author is field research and library research. This research is qualitative in nature, qualitative research is a type of research that emphasizes its analysis on deductive and inductive conclusions as well as an analysis of the dynamics of the relationship between observed phenomena using scientific logic. Although sometimes supported by quantitative

¹ Philipus M. Hadjon, *Perlindungan Hukum Bagi Rakyat Indonesia*, (Surabaya: PT Bina Ilmu, 1987), p. 2.

² Abdul Hakim, 2003, *Pengantar Hukum Ketenagakerjaan Indonesia*, Citra Aditya Bakti, Bandung, p. 123

³ The mention of PT. MEDIA is only a pseudonym, not a real name for the sake of maintaining the confidentiality of the Company.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

data, what is important in qualitative legal research is not emphasizing the number of legal events that occurred, but the quality of the applicable law.⁴ The approach used is a Juridical-Empirical approach.

1.4. Basic Theory

1.3.1. Overview of Outsourcing

Outsourcing arrangements are contained in Law No. 13 of 2003 concerning employment, which states that there are two types of outsourcing work agreements, namely "contracting work agreements" and "work agreements for the provision of labor services or workers". The first outsourcing concerns work, the legal construction is that there is a main contractor who sub-contracts the work to the sub-contractor. A sub contractor to do work that is sub-subject to the main contractor who needs workers.⁵ That's where the sub contractor recruits workers to do the work subordinated to by the main contractor. So that there is a working relationship between the sub contractor and the workers.

1. Definition of Outsourcing

According to Erman Rajagukguk, outsourcing is "a work relationship in which workers/laborers are employed in a company with a contract system, but the contract is not given by the employer, but by the company that sends the workers".⁶

In simple terms, outsourcing can be illustrated by the existence of a worker service provider company that recruits prospective workers to be placed in user companies but workers have a working relationship only with worker service companies.

2. Outsourcing Work Relations

The employment relationship that is formed in the handing over of part of the execution of work to an outsourcing service provider company based on labor law, either through a job contractor company or a worker service provider company, is still based on a written work agreement between the job contractor company or worker service provider company and the worker employed.⁷

Work chartering agreements are fundamentally different from worker service agreements. If you look at the Labor Law in Article 65 paragraph (1) and paragraph (6) in paragraph (1). The employment service provider agreement can be seen in the employment relationship in Article 66 paragraph (1), paragraph (2) letters a and d. The employment relationship of the work contracting agreement can be illustrated as follows:⁸

"A gives work to B to complete with a cooperation agreement. B completes the work A wants by entering into a work agreement with C as the person carrying out the work. B is fully responsible for carrying out work and carrying out orders and paying wages to C as a worker".

⁴ Abdulkadir Muhammad, *Hukum dan Penelitian Hukum*, (Bandung: PT. Citra Aditya Bakti, 2004), p. 14.

⁵ Aloysius Uwiyono, 2011, *Ketidakpastian Hukum Pengaturan Outsourcing dalam Undang-undang Nomor 13 Tahun 2003*, *Journal of Indonesian Legislation*, vol.8 No.3- September 2011, Director General of Legislation, Ministry of Law and Human Rights of the Republic of Indonesia, Jakarta. p. 392.

⁶ Highlighted in Abdul Khakim, *Pengantar Hukum Ketenagakerjaan Indonesia Berdasarkan UU No. 13 Tahun 2003, Edisi Revisi*, (Bandung: Citra AdityaBakti, 2007), p. 72 – 73.

⁷ Khairani, *Kepastian Hukum Pekerja Outsourcing: Ditinjau dari Konsep Hubungan Kerja antara Pekerja dengan Pemberi Kerja*, (Jakarta: PT. RajaGrafindo Persada, 2016), p. 176.

⁸ Khairani, *Kepastian Hukum Pekerja Outsourcing: Ditinjau dari Konsep Hubungan Kerja antara Pekerja dengan Pemberi Kerja*, (Jakarta: PT. RajaGrafindo Persada, 2016), p. 256-257.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

While the employment relationship with the agreement for the provision of employee services:⁹

“A employer or as a service user needs workers to carry out work, B provides workers. A and B entered into a cooperation agreement. C is employed at A's place. C works for A as a service user. This work agreement for service providers is more suitable to be called a worker placement agreement. While the relationship between A as a user of worker services is not clear with C who uses his power by A”.

3. TYPES OF OUTSOURCING

The notion of work contracting agreements and service provider agreements is only found in Permenaker No. 19 of 2012. This can be seen in the provisions of Article 1 point (4) and (5). Decision of the Constitutional Court No. 27/PUU-IX/2011 which states that the mechanism of outsourcing work contracts for fixed work objects even though the work is of a supporting nature, and the company's core work, is contrary to the 1945 Constitution, the norm must be seen as a significant revision of outsourcing law for the world of work and business. In addition, it is also explained in Article 65 paragraph (1) of the Manpower Law.

This is also explained in Permenaker No. 19 of 2012 concerning Conditions for Handing Over Part of the Work Implementation to Other Companies in Article 9 paragraph (1), Article 3 paragraph (1). The presentation of these articles explains that the agreement between the company giving the job and the company that accepts the work contract requires that the contract work agreement be made in writing.

1.3.2. Employment Agreement

1. Agreement

The term agreement in contract law is the equivalent of the word "overeenkomst" in Dutch or the term agreement in English.¹⁰ An agreement is an event where a person promises to another person or where the two people promise each other to do something.¹¹ According to Patrick Purwahid, an agreement is an agreement between two or more people who agree on the main things that are the object of the agreement, and said orally or in writing. The agreement is referred to as an agreement or agreement, because the parties who make it certainly agree on the contents of the agreement made to carry out a certain achievement.¹²

The agreement is based on awareness among the makers, so that it becomes a binding agreement between the two parties and becomes a *facta sun serfanda* law. This agreement must be carried out freely by the parties. Free means there is no influence from other people or coercion from other parties in making agreements. A free will will be considered absent if there is coercion (*dwang*), oversight (*dwaling*), or fraud (*bedrog*).¹³ In its form, the agreement is in the form of a series of words containing promises or commitments spoken or written.¹⁴ The agreement will be valid in the eyes of the law if it fulfills the terms of an agreement. The benchmark for the validity of agreements in the Indonesian contract law system is found in Article 1320 of the Civil Code.¹⁵

⁹ *Ibid.*, p. 256-257.

¹⁰ Munir Faudi, *Konsep Hukum Perdata*, (Jakarta: PT. Raja Grafindopersada, 2014), p. 179.

¹¹ Ahmad Miru, *Hukum Kontrak dan Perancangan Kontrak*, (Jakarta: PT. Raja Grafindo Persada, 2014), p. 179.

¹² Patrick Purwahid, *Dasar-Dasar Hukum Perikatan (Perjanjian yang Lahir dari Undang-Undang)*, (Bandung: Mandar Maju, 1994), pages. 9-10.

¹³ Subekti, *Hukum Perjanjian*, 4th printing, (Jakarta: Citra Aditya Bhakti, 1987), p. 338.

¹⁴ *Ibid.*, p. 6.

¹⁵ Ridwan Khairandy, *Hukum Kontrak Indonesia dalam Perspektif Perbandingan*, (Yogyakarta: FH UII Press, 2013), p. 167.

2. Employment Agreement

An employment agreement is defined as a relationship between someone who acts as a worker or laborer and someone who acts as an employer.¹⁶ Definition of work agreements in Dutch can also be called *arbeidsovereenkomst*. Work agreement according to Prof. Subekti who said that:¹⁷

*"an agreement between a worker and an employer, which agreement is marked by the characteristics of the existence of a certain wage or salary that was agreed upon and the existence of an augmented relationship (Dutch *dierstverhanding*), namely a relationship based on which one party (employer) has the right to give orders that must be obeyed by the other party."*

There is a difference in principle between agreements in general and work agreements is a fact that cannot be denied. Initially, work agreements were regulated in Chapter III of the Civil Code and Law no. 13 of 2003 concerning Manpower which contains work agreements. Furthermore, in Law Number 13 of 2003 concerning Manpower it is regulated in chapter IX Article 1 point 14 that it is stated that the agreement between workers or laborers and employers or employers contains working conditions, rights and obligations of the parties.¹⁸ The work agreement referred to can be understood in Article 1 point 14 of the Manpower Act

"A work agreement is an agreement between a worker/laborer and an entrepreneur or employer which contains the terms of work, the rights and obligations of the parties."

The elements of the work agreement which form the basis of the employment relationship in accordance with the provisions of Article 1 number 15 of the Manpower Act are:¹⁹

a. The existence of work (*arbeid*), namely work in accordance with the agreement between the worker and the employer as long as it does not conflict with laws and regulations, decency and public order.²⁰ The element of work is the most important in the employment relationship because this is what causes the parties to enter into a work agreement.²¹

b. Under orders (*gezag ver houding*), in an employment relationship orders are the foundation of the position in the employment relationship between the employer and the worker or worker so that the employer has the right and at the same time the obligation to give orders related to his work.²² Orders are considered as a unique element of the employment relationship with orders in the employment relationship giving rise to a subordinated relationship or a higher level relationship between workers and employers;²³

c. There is a wage (loan), because with wages it becomes clear the purpose of the working relationship. A person does work basically with the aim of getting wages in order to fulfill his life's needs;²⁴ On the other hand in the Labor Law in Article 1 number 30 namely:

¹⁶ Wiwoho Soedjono, *Hukum Perjanjian Kerja*, dalam F.X . Djumialdji, *Perjanjian Kerja Edisi Revisi*, (Jakarta: Sinar Grafika, 2005), p. 33.

¹⁷ Djumadi, *Hukum Perburuhan Perjanjian Kerja*, (Jakarta: PT RajaGrafindo Persada, 2008), p. 30.

¹⁸ F.X. Djumialdji, *Perjanjian Kerja Edisi Revisi*, (Jakarta: Sinar Grafika, 2005), p. 7.

¹⁹ Asri Wijayanti, *Reformasi Pengaturan Outsourcing*, (Surabaya: Universitas Muhammadiyah, 2012), p. 36.

²⁰ *Ibid.*, p. 36

²¹ Khairani, "Kepastian Hukum Pekerja Outsourcing: Ditinjau dari Konsep Hubungan Kerja antara Pekerja dengan Pemberi Kerja", (Jakarta: PT. RajaGrafindo Persada, 2016), p. 162.

²² Asri Wijayanti, *Reformasi Pengaturan Outsourcing*, (Surabaya: Universitas Muhammadiyah, 2012), p. 37.

²³ Khairani, *Kepastian Hukum Pekerja Outsourcing: Ditinjau dari Konsep Hubungan Kerja antara Pekerja dengan Pemberi Kerja*, (Jakarta: PT. RajaGrafindo Persada, 2016), p. 161.

²⁴ *Ibid.*, p. 161.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

"Wages are rights of workers/laborers who are received and expressed in the form of money as compensation from employers or employers to workers/laborers who are determined and paid according to a work agreement, agreement or statutory regulations including allowances for workers/laborers and their families for a work and/or services that have been performed."

Within a specified time (*tijd*), meaning that workers must work for a specified time or an unspecified time or forever. The element of time is actually relative in an employment relationship because the source in the Manpower Law only states the three previous elements, so it cannot be said that it is a working relationship before fulfilling the three elements above: wages, orders, and work.²⁵

In making a work agreement, no specific form is determined, so it can be done verbally with a letter of appointment by the employer and subject to the provisions in Article 1320 of the Civil Code, and can be done in writing, namely in the form of a letter of agreement signed by both parties and carried out in accordance with the applicable laws and regulations. Regarding the form of work agreements it is regulated in Article 51 of Law Number 13 of 2003 concerning Manpower, where in paragraph (1) it states: work agreements are made in writing or orally. Thus it is clear that the form of a work agreement can be made in written form or made orally, but it is more advisable to make it in writing in order to obtain legal certainty. The same thing is emphasized in the elucidation of Article 51 paragraph (1) of Law Number 13 of 2003 concerning Manpower, namely that in principle work agreements are made in writing, but given the diverse conditions of society it is possible for work agreements to be made verbally.

3. Types of work agreements

The types of work agreements can be distinguished by the length of time agreed in the work agreement, which can be divided into Work Agreements for a Specific Time (PKWT) and Work Agreements for an Unspecified Time (PKWTT).

a. Work Agreement for a Specific Time (PKWT)

Basically, work agreements for a certain time (PKWT) are regulated to provide protection for workers, on the basis of the consideration that there will be no cases where recruitment of workers is carried out through an agreement in the form of a work agreement for a certain time (PKWT) for work that is continuous in nature or is work permanent/permanent business entity. The protection of workers/laborers through the arrangement of work agreements for a certain time (PKWT) is to provide certainty for those who carry out work that is continuous in nature will not be limited by the time of the work agreement. Meanwhile, for employers who use this arrangement through a specific time work agreement (PKWT), employers are given the opportunity to apply it for work that is limited in time, so that employers can also avoid the obligation to appoint permanent workers/laborers for jobs with limited time.²⁶

For a specified time work agreement (PKWT) as stipulated in Article 56 paragraph (2) of Law Number 13 of 2003 concerning Manpower, it is only based on the time period or the completion of a particular job and cannot be held for permanent jobs. In addition, work agreements for a certain time can only be made for certain jobs which, according to the type and nature or activities of the work, will be completed within a certain time, namely:

- 1) Work that is completed once or is temporary in nature;
- 2) Work that is estimated to be completed in a short time and no longer than 3 (three) years;
- 3) Seasonal work; or
- 4) Work related to new products, new activities or additional products that are still in trial or exploration.

b. Work Agreement for an Unspecified Time (PKWTT)

Meanwhile, a work agreement for an unspecified time (PKWTT) may require a probationary period of no longer than 3 (three) months, and during this probationary period, employers are prohibited from paying wages below the applicable minimum wage. If

²⁵ **Ibid., p. 161.**

²⁶ **Suwarto, Hubungan Industrial Dalam Praktek, cet. Ke-1, (Jakarta: Penerbit Asosiasi Hubungan Industrial Indonesia (AHI), 2008), p. 42.**

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

the probationary period has passed, the worker/laborer immediately becomes a permanent worker. With this status, the worker/laborer has the rights as stipulated in laws and regulations, company regulations or collective bargaining agreements.²⁷

The rules regarding PKWT are regulated in Law Number 13 of 2003 concerning Manpower, then also regulated through Decree of the Minister of Manpower and Transmigration Number 100/MEN/VI/2004 concerning Provisions for the Implementation of Work Agreements for a Specific Time. According to the Labor Law, what is meant by PKWT is work agreements between workers and employers to enter into employment relations for a certain time or for certain workers.

Meanwhile, in the Decree of the Minister of Manpower and Transmigration No. 100/MEN/IV/2004 concerning the implementation of the Specific Time Work Agreement which reads:

"Specific Time Agreement, hereinafter referred to as PKWT, is a work agreement between workers/laborers and employers to enter into a working relationship for a certain time or for certain workers".

Basically, PKWT is regulated to provide protection for workers, on the basis of the consideration that it will not happen where the appointment of workers is carried out through an agreement in the form of PKWT for work that is continuous or is a permanent/permanent job of a business entity. As with work agreements in general, the requirements for making a PKWT are divided into 2 (two) types, namely:

1) Material requirements for PKWT are regulated in Article 52 paragraph (1) of Law Number 13 of 2003 concerning Manpower, namely:

- a) There is an agreement between the two parties;
- b) Ability or ability to carry out legal actions;
- c) There is an agreed job, and
- d) The agreed work does not conflict with public order, decency, and applicable laws and regulations.

2) The requirements for formally making a PKWT are the fulfillment of the provisions as stated in Article 54 paragraph (1) of Law Number 13 of 2003 concerning manpower, "Work agreements made in writing contain at least":²⁸

- a) Name, company address and type of business;
- b) Name, gender, age and address of the worker/laborer;
- c) Position or type of work;
- d) Place of work;
- e) The amount of wages and the method of payment;
- f) Working conditions that contain the rights and obligations of employers and workers/labourers;
- g) The period of entry into force of the work agreement;
- h) The place and location where the work agreement is made; And
- i) Signature of the parties in the work agreement.

If the material requirements are not met, the consequence is that the PKWT is null and void by law. PKWT which is null and void by law automatically changes to PKWTT, and thus employers must treat workers/laborers as permanent workers. In addition, the law prohibits hiring contract workers with verbal agreements. To employ contract workers, the work agreement must be made in writing and must use Indonesian and Latin letters. PKWT which is made unwritten turns into an Unspecified Time Work Agreement (PKWTT).²⁹

Thus the contract worker concerned becomes a permanent worker with all his rights. PKWT which changed by law to become PKWTT was also strengthened by the Constitutional Court Decision No. 7/PUU/XII/2014 namely the phrase "for the

²⁷ **Ibid., p. 50.**

²⁸ **Sentosa Sembiring, Himpunan Peraturan Perundang-Undangan Republik Indonesia Tentang Ketenagakerjaan, (Bandung: CV. Nuansa Aulia, 2005), p. 37.**

²⁹ **Asri Wijayanti, Hukum Ketenagakerjaan Pasca Reformasi, (Jakarta: Sinar Grafika, 2009), p. 69.**

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

sake of law" as referred to in Article 59 paragraph (7) is a provision of the law regarding a change in status that occurs by itself which must be carried out by the parties to the labor agreement in the event of certain circumstances as referred to in that article. The status change referred to is from PKWT to PKWTT.

PKWT which is changed by law to become PKWTT in the Manpower Law and Contract Law, namely if the terms of the agreement are not fulfilled regarding objective conditions, namely the existence of work and work may not conflict with laws and regulations, decency and public order. According to article 1265 of the Civil Code regarding cancellation conditions, states that:

"Cancel condition is a condition which, when fulfilled, terminates the agreement and brings everything back to its original state as if there had never been an agreement."

Therefore, a PKWT that is carried out contrary to the law, therefore by law becomes a PKWTT. The protection of workers/laborers through this PKWT is to provide certainty for those who carry out work that is continuous in nature and will not be limited by the time of their work agreement. Meanwhile, for entrepreneurs who use this PKWT arrangement, they are given the opportunity to apply it for jobs with a limited time to complete, so that employers can also avoid the obligation to appoint permanent workers/laborers for jobs with a limited time.³⁰

II. DISCUSSION

2.1. PT MEDIA Work Agreement Contract Form

A prospective worker who will work at PT. MEDIA must carry out the stages of the test first before finally agreeing to a work contract agreement. The work contract given by the company to prospective workers uses a standard contract, where the contract has already been drawn up by the company, so that the prospective worker can only choose whether to make a decision if he wants to work or not to sign if he does not want to work. Form of work agreement PT. MEDIA has 2 types, namely: Specific Time Work Agreement (PKWT) and Unspecified Time Work Agreement (PKWTT). But the author focuses on the discussion of the Specific Time Work Agreement (PKWT) conducted by PT. MEDIA for Employees/workers at XL Telemarketing Vendors (Example of Work Contract Attached). The contents of the Specific Time Work Agreement (PKWT) at PT. MEDIA contains several articles included in an agreement including:³¹

a. Identity of the parties

The identity of the parties in the Employment Agreement cannot be overlooked because it determines a legal object in the agreement. The identity of the parties representing the Company contains the name of a person representing the company, title and address of the Company. The identity of the prospective worker contains address, place, date of birth, gender, address, no. KTP, home phone/cell phone, and type of work.

b. Placement and term of the Work Agreement

Before a prospective worker signs a work contract for a certain time, of course, he already knows where he wants to be and what position he wants to work in. The determination of work placement is fully carried out by the Company, but in the clauses of the work agreement it is written what work will be carried out. In addition to work placement, the working period is also regulated in the employment agreement. The period of the specified time work agreement (PKWT) at PT. Telecommunications is for one year from the signing of the Contract.

c. Working time

In the PT contract. MEDIA, work hours are not specifically explained but it is written that:

³⁰ Suwanto. *Hubungan Industrial Dalam Praktek*, 1st print, (Jakarta: Penerbit Asosiasi Hubungan Industrial Indonesia (AHI), 2003), p. 35.

³¹ *Specific Time Work Agreement Document (PKWT) PT. Telekomunikasi.*

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

"Working hours and days are adjusted to the operational needs of the First Party and or Partners either directly or through the First Party in accordance with applicable labor laws and regulations."

d. Allowance Wages and Payments

The company will provide wages and benefits with the following details:

- a. Wages : Rp. 1.524.550,-
- b. Credit Allowance : Rp. 50.000,-
- c. Social Security is borne by the company except : RP. 1.574.550,-
- d. JHT : 2%
- e. Health BPJS : 1%
- f. BPJS Pension : 1%

Payment is made through a BCA Bank account

e. Company Rights

Companies have the right to get good performance from workers, with the aim that the work provided can be according to the company's target.

f. Liability companies The company is obliged to provide rights to employees in accordance with the contents of the contract written and agreed upon by both parties and those that have not been stated in the work contract but have been regulated in the law. Companies must provide wages in accordance with statutory regulations, one of which is the provision of places of worship and holiday allowances.

g. Employee Obligations

Employees also have an obligation to carry out contracts that have been mutually agreed upon in accordance with the law. If workers do not carry out their duties as they should, the Company has the right to give warnings, give warnings and even expel them from the Company/PHK. Workers also have an obligation to leave on time according to the specified schedule, if permission to enter work is required to provide a permit and workers if they do not come to work without permission then the salary will be deducted. In the execution of the work does not come to work for five consecutive days without explanation, the worker is terminated by the company. However, if workers skip three days in a row, workers will be given an SP and their salary will be deducted.³² This also adheres to the principle of compensation, which is the result of a default committed by the party having the obligation to perform the performance in the contract, which results in losses for the party who has the right to receive the achievement from the other party in the contract, incurs the obligation of the party performing the achievement in the contract to pay compensation suffered by the party entitled to receive performance from the other party in the contract.³³

h. Termination of Employment Relations

The work agreement will end automatically if the agreed time has ended and it is also written that if the worker ends the employment relationship before 3 (three) months, he must pay a Recruitment & Training replacement fee of Rp. 1,000,000,-

i. Dispute

Settlement of disputes is carried out by deliberation to reach a consensus within a period of 30 (thirty) calendar days from the date of receipt of the written notification. If it is not reached, it will be resolved through the legal domicile at the office of the Registrar of the local District Court.

j. Closing

The work agreement is made with the consent of both parties and without coercion from any party and then agrees by signing the agreement.

³² Based on an interview with Erina as Team Liader (TL) of PT. Komunikasi on August 23, 2018 at 10.00. Interview.

³³ Muhammad Syaifuddin, *Hukum Kontrak Memahami Kontrak dalam Prespektif Filsafat, Teori, Dogmatis, dan Praktek Hukum*, (Bandung: Mandar Maju, 2012), p. 106.

2.2. Implementation of the Specific Time Work Agreement (PKWT) for PT. MEDIA Sleman Regency

Article 1601a of the Civil Code provides the following definition of work agreements:

"A work agreement is an agreement in which one party, the worker, binds himself to be under the orders of the other party, the employer for a certain time, to do work for a fee."

The provisions of this article contain the words "under orders", so these words are the norm in the work agreement and what distinguishes it from other agreements. The word "order" means that one of the work agreements must submit to another party or be under the order or leadership of another person. While the definition of a work agreement according to Prof. Subjects who said that:³⁴

*"an agreement between a worker and an employer, which agreement is marked by the characteristics of the existence of a certain wage or salary that was agreed upon and the existence of an augmented relationship (Dutch *dierstverhanding*), namely a relationship based on which one party (employer) has the right to give orders that must be obeyed by the other party."*

Meanwhile, in Law no. 13 of 2003 concerning Manpower in chapter IX Article 1 point 14 states that: a work agreement is an agreement between a worker or laborer and an entrepreneur or employer which contains the terms of work, rights, obligations of the partes.³⁵

Regarding the Specific Time Work Agreement (PKWT) emphasized in the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No. KEP. 100/MEN/VI/2004 concerning the provisions for the Implementation of a Fixed Time Work Agreement. Article 1 paragraph 1 confirms that a Specific Time Work Agreement (PKWT) is a work agreement for a certain time for a certain job.³⁶ In this case the agreement is limited by the validity period of the agreement.

2.3. Implementation of Work Agreements for a Specific Time in Accordance with Legislation

a. Work Social Security

In the provisions of Law no. 13 of 2003 concerning manpower Article 99 paragraph 1 obliges companies to give every worker/laborer and their family the right to obtain labor social security. This is confirmed by RI presidential regulation no. 109 of 2013 article 6 (2) states that:

"Employers other than state administrators in accordance with the scale of their business as referred to in paragraph 1 starting July 1, 2015 are required to register their work with BPJS Ketenagakerjaan to take part in work accident insurance, old-age security programs, pension security programs, and death security programs in stages"

Workers who work at PT. MEDIA as a whole gets BPJS Employment and Health BPJS social security, this is also confirmed by writing it in the Specific Time Work Agreement (PKWT) contract.

b. Provision of places of worship

The provision of a place of worship that the author refers to here is a room provided by the entrepreneur within the scope of the work area or company where the place of worship is used by workers (especially Muslims) in carrying out their prayers. Article 80 of the legislation states that:

"Entrepreneurs are obliged to provide sufficient opportunities for workers/laborers to carry out the religious duties required by their religion".

A place of worship is a place that is essential for a worker because when the time for worship has arrived, a worker is not confused about finding a place of worship. In its application PT. MEDIA gives top priority to places of worship, this is shown by providing a comfortable separate room for worship in each Project still/in each respective room, so that workers feel comfortable when going to worship.

³⁴ Djumadi, *Hukum Perburuhan Perjanjian Kerja*, (Jakarta: PT RajaGrafindo Persada, 2008), p. 30.

³⁵ F.X. Djumadi, *Perjanjian Kerja Edisi Revisi*, (Jakarta: Sinar Grafika, 2005), p. 7.

³⁶ Abdul R Budiono, *Hukum Perburuhan*, (Jakarta: Indeks, 2011), p. 39.

2.4. Execution of Work Agreements for a Specific Time that is Not in Accordance with Legislation

a. Working hours

The working hours I mean here are where the time has been determined by the company where the time is used by workers to fulfill their achievements. If viewed from the Labor Law No. 13 of 2003 concerning manpower article 77, there is an article which says that:

“(1) every entrepreneur is obliged to comply with the provisions on working time

“work time as referred to in article (1) includes:

a. 7 (seven) hours 1 day and 40 (forty) hours 1 week; or week for 6 (six) working days in 1 (one) week.

b. 8 (eight) hours 1 (one) day 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week”

Article 78 also explains about overtime pay, namely:

“(1) Entrepreneurs who employ workers/labor over the working hours as referred to in Article 77 paragraph (2) must meet the following requirements:

a. There is an agreement of the worker/laborer concerned; And

b. Overtime can only be done for a maximum of 3 (three) hours in 1 (one) day in 14 (fourteen) hours in 1 (one) week.”

Regarding overtime pay is also regulated in the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia No. KEP.102/MEN/VI/2004 regarding overtime work time and overtime pay. In article 1 says:

“overtime work is time that exceeds 7 (seven) hours 1 day and 40 (forty) hours 1 week; or week for 6 (six) working days in 1 (one) week 8 (eight) hours 1 (one) day 40 (forty) hours 1 (one) week for 5 (five) working days in 1 (one) week or working hours on Sunday rest days and on official holidays determined by the government”

In chapter 3 explains:

“(1) overtime can only be done for a maximum of 3 (three) hours in 1 (one) day and 14 (fourteen) hours in 1 (one) week”.

Article 4 says:

“(1) employers who employ workers/laborers over working hours are obliged to pay overtime wages”

In practice PT. MEDIA implements two working time models. Sometimes 6 (days) work a week, sometimes 5 (five) work days a week. However, the time allotted in one day is 8 hours of work, even if you come to work for 6 working days. In addition to unclear working hours regarding overtime, there is also no clarity. Overtime is often done 3 (three) to 4 (four) hours a day **without getting any overtime pay**.³⁷ An example of a systematic telemarketing work system at PT. MEDIA:

“One team has 10 members, each member must get a target of 1 day 200,000 and 2,000,000, - for 10 people. In one day the team had a target of 2,000,000, - but in terms of income there was one person who only got 100,000, but there was another person who got 300,000. People who only get 100,000,- may not go home before getting 200,000,- until 20.00 and sometimes even up to 21.00”

The implementation of the work system is not in accordance with the laws and regulations in force in Indonesia.

b. Remuneration

The wages referred to by the author are a salary given by the worker after the worker has carried out his duties given by the company. The company is obliged to fulfill the payment of salaries according to the applicable rules as follows in article 88:

“(1) every worker/laborer has the right to earn income which fulfills a decent living for humanity.

(2) In order to realize income that fulfills a decent living for humanity as referred to in paragraph (1), the government establishes a wage policy that protects workers/laborers.

(3) the government determines the minimum wage as referred to in paragraph (3) letter a based on decent living needs and taking into account productivity and economic growth”

³⁷ Based on an interview with Reza as an employee of PT. MEDIA on February 15, 2019 at 23.40.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

According to the Decree of the Governor of the Special Region of Yogyakarta No. 223/KEP/2017 concerning setting the minimum wage for 2018. The city of Yogyakarta is Rp. 1,709,150, -, Kab. Sleman Rp. 1,574,550, -, Kab. Bantul Rp. 1,527,150, -, Kab. Kulon Progo Rp. 1,493,250, - and Kab. Gunung Kidul Rp. 1,454,200.-.

PT. MEDIA in writing down the minimum wage in the Specific Time Work Contract (PKWT) is in accordance with the provisions of the minimum wage, but in practice it is not appropriate. According to one former worker at PT. MEDIA, workers are sometimes given a salary of 1,550,000 according to the contract but sometimes it's only RP. 1,000,000,-. The way to pay salaries according to the contract is through No. BCA bank account.

c. Probational period

The probationary period here is one of the goals for assessing employee performance, so that the company can make the right decision whether to continue or terminate the employment relationship. However, in the Labor Law, the probationary period is only applied to PKWTT employees, not PKWT employees. As explained in Law no. 13 of 2003 Article 58 Article 60, namely:

“the probationary period for an Unspecified Time Agreement (PKWTT) can be done for a maximum of three months”

Meanwhile in Article 58 namely:

“(1) An Unspecified Time Work Agreement cannot require a probationary period. (2) in the event that a probationary period is required in the work agreement referred to in paragraph 1, the required probationary period is null and void by law.”

In practice PT. MEDIA in its contract uses a probationary period of three months. Even though the writing of the contract does not specifically state a probationary period, in substance the article of the contract uses a probationary period of three months.

d. Termination of Employment (PHK)

Termination of Employment (PHK) referred to here is the company ending the employment relationship before the contract ends. Law No. 13 of 2003 In article 61 number (1), namely:

“(1) The work agreement ends when:

a. worker dies;

b. the expiration of the work agreement period;

c. there is a court decision and/or decision or determination of an industrial relations dispute resolution institution that has permanent legal force; or

d. there are certain circumstances or events that are stated in the work agreement, company regulations, or collective bargaining agreement which can cause the end of the employment relationship”

then Article 62 says that:

“If one of the parties terminates the employment relationship before the expiration of the period specified in the employment agreement for a certain time, or the employment relationship ends not because of the provisions referred to in Article 61 paragraph (1), the party terminating the employment relationship is required to pay compensation to the other party in the amount of wages of workers/labourers until the expiry date of the work agreement period”

However, in practice the contract clauses carried out by PT. MEDIA is not in accordance with the provisions of article 62. In the contract clause of PT. MEDIA said: the company can end the employment relationship with the worker and without paying and giving any compensation. Even though these rules conflict with laws and regulations, because most workers at PT. MEDIA are Fresh Graduates, so they don't understand these rules and they can only follow the agreed contract.

e. Disclosure (salary receipt)

In Law no. 13 of 2003 concerning employment, there is no provision regarding the obligation of companies to provide salary slips to workers. However, these rules are contained in Government Regulation no. 78 of 2015 concerning remuneration article 17 point (2) that:

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

“Employers are required to provide proof of payment of wages which contains details of the wages received by the Worker/laborer at the time the wages are paid”

In practice PT. MEDIA does not carry out the Government Regulation. when receiving a salary, workers never get a pay slip. So workers in the company PT. MEDIA does not know the details of the salary.

2.5. Supervision by the Yogyakarta Department of Manpower and Transmigration (Dinakertrans) on the Specific Time Work Agreement (PKWT) at PT. MEDIA Sleman Regency

a. Types of Outsourcing Agreements

Before discussing the supervision of companies in Sleman Regency, the author will explain specifically about the types of Handover of part of the Work implementation or what we usually call it in the popular language, namely Outsourcing. Submission of part of the implementation of the Work (Outsourcing) through 2 (two) mechanisms:³⁸

b. Worker Service Provider Agreement (PPJP)

When the company is about to operate, it must have an operational permit from the government, namely the DIY Manpower Office. Prior to the issuance of the new regulation, namely Labor Regulation No. 11 of 2019 operational permits are only carried out through the DIY Office of Manpower and Transmigration. However, after the issuance of the new regulation, operational permits are carried out through the Licensing and Investment Service using the Online Single Submission (OSS) system but must obtain a recommendation from the DIY Office of Worker with the aim of protecting outsourcing workers. Throughout 2016 to 2019 there were 65 PPJP companies that had registered Operational Permits with the DIY Manpower and Transmigration Office.

c. Job Contracting Company

In carrying out its job chartering business, the company has no obligation to carry out operational licensing, but is only required to register its supporting main lines with the local office. Determination of supporting work is done through the association of each type of work.

The flow of implementation is that after an agreement is reached between the companies, they must register their cooperation agreement (PKS) with the local district government, in this case the Disnaker Sleman Regency. The author tries to find partial data about companies that have registered Job Contracting from 2017 to 2018, but because this is not mandatory, the data is not stored in its entirety. The author only obtains data as a whole, not partially. During 2016 to 2019 there were 21 Job Contracting Companies in Sleman Regency;

d. Supervision of Specific Time Work Agreements (PKWT)

Before the company carries out the PKWT, it must register it with the local Manpower Office to be examined and check the eligibility of the PKWT.³⁹ This was done with the aim of avoiding disputes. But the opinion of the Industrial Relations Officer (HI) of Sleman Regency, Because it is not mandatory, there is no specific checking regarding the PKWT, it is enough to just record it on the paper in the Industrial Relations (HI) section. In terms of PKWT registration, according to the author, the Sleman Regency Manpower Office does not care if there is a dispute.

Meanwhile, according to the DIY Manpower and Transmigration Office, the Supervision section said that in order for the work contract made by the company to be proper and in accordance with the law, the District Manpower Office will check the PKWT first before it is recorded. After the issuance of Minister of Manpower Regulation No. 29 of 2016 concerning the Regional Apparatus Organizational Structure (SOPD) that labor affairs in the sub-sector of labor inspection as of January 1 2017 are carried out by the provincial government, no longer the Regency/City Government. After the issuance of this regulation, the supervisory

³⁸ **Interview with Mr. Haryono, Supervision Section of the DIY Manpower and Transmigration Office on October 17, 2019, 11.00.**

³⁹ **Interview with Mas Angga, the Supervision Section of the DIY Office of Manpower and Transmigration on October 17, 2019 at 09.00.**

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

officers of the City Regency Manpower Office as a whole were transferred to the DIY Province Manpower and Transmigration Office.

The supervision carried out by the Yogyakarta Manpower and Transmigration Office is not only specific to the scope of outsourcing, but the company as a whole. The object of supervision consists of two kinds, namely: 1) Work norms (wages, working time, rest time, BBJ). 2) Occupational health and safety (K3). The supervision carried out by the Yogyakarta Manpower and Transmigration Office on outsourcing companies and other companies is not structured with certainty, meaning that supervision is carried out once every few weeks, how many times, how many years there is no clarity. In carrying out supervision, the Yogyakarta Manpower and Transmigration Office does not implicitly do it except to obtain reports from workers and employers. After the DIY Manpower and Transmigration Office has received the report, then the DIY Manpower and Transmigration Office will carry out comprehensive supervision.

Specifically at PT. MEDIA has received 3 complaints over the past 3 years,⁴⁰ namely 1) workers complained last year to the DIY Manpower and Transmigration Office regarding the red date holiday, but the company still ordered its workers to come to work and not get overtime pay. 2) there was a complaint made by the Worker to the DIY Manpower and Transmigration Office regarding working hours until 9pm. However, it was discovered after the report from the worker was not the result of the DIY Manpower and Transmigration Office's findings. Throughout 2016 to 2019 there were 36 companies that had registered their PKWT with the DIY Manpower and Transmigration Office:

Regarding Mandatory Manpower Reports, it is regulated in Law no. 7 of 1981. In terms of companies that are required to carry out operational permits and companies that do not require operational permits, these companies are required to report on employment under the authority of the supervisor. Not just an outsourcing company, but the whole company.

2.6. Obstacles experienced by DIY Manpower and Transmigration Agency Supervision and Legal Consequences

In the supervision process, the DIY Manpower and Transmigration Office experienced several obstacles, namely:⁴¹

a. Regarding long distances,

The large number of companies throughout the DIY Province makes it difficult for the DIY Manpower and Transmigration Office to carry out explicit supervision. What's more, the long distance, for example the companies located in Gunung Kidul and Kulon Progo. This is what causes the Office of Manpower to supervise Companies on a Priority Scale, namely when someone reports.

b. Facilities and infrastructure

Before carrying out a monitoring program, of course there is such a thing as planning in advance. But sometimes the funds provided by the government are not enough to cover all companies in DIY.

c. Number of Companies and Lack of Supervisory Employees

In 2018, there were 4,619 companies throughout DIY, while in Sleman there were 1,624 companies.⁴² even though the supervisory staff in 2016 until now numbered 20 people. How can supervisors be optimal for supervising every company with very few supervisors. This has become an obstacle to the ineffectiveness of the supervision process for companies in the Special Region of Yogyakarta in general and in Sleman Regency in particular.

In connection with the constraints experienced by the City District Manpower Office in the field of HI regarding the APBD Budget so that the socialization process is not optimal. This can result in uneven socialization carried out by the Sleman

⁴⁰ Interview with Mr. Haryono for Supervision of the DIY Office of Manpower and Transmigration on 17 October 2019 at 10.00.

⁴¹ Interview with Mr. Haryono for Supervision of the DIY Office of Manpower and Transmigration on 17 October 2019 at 11.00.

⁴² Interview with Ms. Intan, the Industrial Relations Section of the DIY Office of Manpower and Transmigration on October 17, 2019, 09.00.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

District Manpower Office. As a result, the company does not know about the procedures for making the right contracts, the mechanism for recording at the Manpower Office, etc.

Complaints made by workers from PT. Telecommunications is only normative. At the time the report occurred, the DIY Disnakertrans efforts were to follow up on the report and carry out a special inspection, namely by visiting the location directly. When the DIY Manpower and Transmigration Office conducted an inspection of PT. Telecommunication is very cooperative. But once again the author emphasizes that the Yogyakarta Manpower and Transmigration Office carries out the monitoring process on a priority scale first.

If it is proven that the company committed a violation related to PKWT, the sanctions given are administrative sanctions, not criminal sanctions. One of the sanctions that companies receive is that workers who used to have PKWT status then become PKWTT. Therefore, in the transition from PKWT to PKWTT, there are 2, that is, from the start the contract was not appropriate and since there have been irregularities.

Sanctions are also given to work chartering companies that do not register their main supporting lines in accordance with Permenaker 19 of 2012, the heaviest sanction is revoking their license. So the company can no longer operate. Regarding settlement, if the dispute is a dispute regarding layoffs, rights and interests with a note that the dispute involves one company in one district, then the settlement becomes the authority of the City Regency, if there is a cross-district dispute that has the authority to settle it is the province scope, if the dispute occurs across provinces, the settlement is through ministry scope. Thus, if a company does not register its PKWT, it will be the workers who benefit, because if there is a dispute over workers whose status was previously PKWT, their status will change to PKWTT.⁴³

2.7. DIY Manpower and Transmigration Oversight Mechanism

As regulated in Law no. 23 of 2014 concerning Regional Government in letter G regarding the division of Government Affairs in the Manpower Sector which sounds

“that the implementation of labor inspection has shifted to the authority of the Province”

As also regulated in Law no. 13 of 2003 concerning Manpower, the supervision carried out by the Government on the implementation of laws and regulations regarding employment is carried out in a preventive and repressive manner. Article 176 says:

“Labor inspection is carried out by labor inspectors who are competent and independent to ensure the implementation of labor laws and regulations”

Regarding the implementation of supervision, it is also regulated in the Regulation of the Minister of Manpower of the Republic of Indonesia No. 33 of 2016 concerning procedures for labor inspection. Labor inspection procedures Article 9 paragraph (1) letters a, b and c, namely:

a. The implementation of labor inspection is carried out through the following stages:

- 1) Preventive educative, which is a coaching activity as a prevention effort through the dissemination of Labor Norms, technical advice, and assistance.
- 2) Non-judicial repression, which is a forced effort regulated by a court institution to comply with the provisions of labor laws and regulations in the form of an Examination Note. As a warning or statement of ability to comply with labor laws and regulations based on inspection and/or testing.
- 3) Judicial Repressive, which is a forced effort through the court institution by carrying out an investigative process by the labor inspector as Employment PPNS.

b. the implementation of Labor inspection is carried out through the following activities:

⁴³ Interview with Mrs. Erna for Supervision of the DIY Office of Manpower and Transmigration on 23 October 2019 at 11.00

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

- 1) Coaching,
- 2) Examination
- 3) Testing, and/or
- 4) investigation of labor crimes.

As is the case with the Yogyakarta Manpower and Transmigration Office, in carrying out supervision through 3 (three) supervisory actions, namely:⁴⁴

1) Educational prevention

Carried out by means of coaching, employment coaching is coaching carried out by the Labor Inspector for workers, employers, as well as management members of labor institutions regarding the understanding and implementation of labor laws and regulations.

2) Non judicial repressive

After carrying out the educational preventive stage, then carrying out non-judicial repression, namely carrying out an examination by giving an inspection note to the company that committed the violation. This inspection consists of a first inspection, periodic inspection, special inspection and re-examination.

3) Judicial Repressive

The final stage is Judicial Repressive, namely sanctions given to companies that violate them. But it must be seen in advance about what violations were committed by the company. If the violation concerns Licensing, then the company's permit will be revoked. If the violation is committed regarding the implementation of the PKWT, the legal consequence is that the worker will automatically become a PKWTT.

2.8. Prevention Efforts by the District/City Manpower Office and the Yogyakarta Manpower and Transmigration Office

The prevention carried out by the Yogyakarta Manpower and Transmigration Office in the Industrial Relations (HI) section is to verify it in the field, namely to see firsthand whether the company exists or not, maybe just the name, also look at the location, see the requirements and then check whether it conforms to the original.⁴⁵ To prevent disputes between workers and employers, the Yogyakarta Manpower and Transmigration Office socializes the process of making PKWT. At the same time ensuring operational permits and also conducting direct guidance to the location of the company. In socializing the DIY Manpower and Transmigration Office also directs PKWT to be registered in the local municipal districts.

The City District Manpower Office also conducts socialization, namely conducting annual socialization regarding the implementation of PKWT, what jobs can be PKWT and what kind of implementation it is and also with different targets. This effort was made to prevent disputes from occurring. The authority of the Regency/City Manpower Office is only coaching, registration of MOU cooperation agreements, contracting of jobs/labor service providers, PKWT records. The rest is the authority of the DIY Manpower and Transmigration Agency.

III. CONCLUSION

3.1. Closing

1. Implementation of a Specific Time Work Agreement (PKWT) at PT. MEDIA Sleman Regency, on a Positive Legal Perspective, Implementation of PKWT conducted by PT. MEDIA some are in accordance with the law and some are not in accordance with the law. What is in accordance with the law includes: a. Health Insurance, b. Provision of Places of Worship;

⁴⁴ Interview with Mr. Waryono, the superintendent of the DIY Office of Manpower and Transmigration on October 5, 2019 at 10.30.

⁴⁵ Interview with Ms. Intan, the Industrial Relations (HI) Department of the DIY Office on October 17, 2019, 09.00.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

while those that are not in accordance with the law include: a. Working hours, b. Wages, c. There is a Trial Period, d. Termination of Employment (PHK), e. Disclosure (Salary Receipt).

2. Supervision by the Department of Manpower and Transmigration (Disnakertrans) DIY of the Specific Time Work Agreement (PKWT) at PT. WH Telecommunications Sleman Regency.

Supervision carried out by the Manpower and Transmigration Office DIY for outsourcing companies and other companies is not carried out in an implicit and structured manner, meaning that supervision is carried out once every few weeks, not once, once every year and there is no certainty from the Manpower and Transmigration Office DIY. If the Manpower and Transmigration Office DIY receives reports from workers and employers, then the Manpower and Transmigration Office DIY will carry out comprehensive supervision. This is because there are several obstacles experienced by the Manpower and Transmigration Office DIY, namely:

- a. Regarding long distances
- b. Facilities and infrastructure
- c. Number of Companies and Lack of Supervisory Employees

In supervising the Manpower and Transmigration Office DIY through 3 (three) actions, namely:

- a. educational preventive;
- b. Non judicial repressive;
- c. Judicial Repressive;

3.2. Recommendation

To optimize Labor Inspection and prevent disputes from occurring, the author provides several suggestions, namely:

1. Increase the number of employees at the Manpower and Transmigration Office, with the aim that even though there are many companies in each region, the Manpower and Transmigration Office can oversee each of these companies explicitly and specifically.
2. Provide an additional budget for each Manpower Office in the Regency/City with the aim of being able to provide socialization with a wider and more equitable scope.
3. There must be structured supervision / have a list of names of companies to be visited and to be supervised, thus the Department of Manpower and Transmigration must be even more active in carrying out supervision.

REFERENCES

1. Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower.
2. I Made Udiana, Rekonstruksi Pengaturan Penyelesaian Sengketa Penanaman Modal Asing, Denpasar: Udayana University Press, 2011.
3. Philipus M. Hadjon, Perlindungan Hukum Bagi Rakyat Indonesia, Surabaya: PT Bina Ilmu, 1987.
4. Abdul Hakim, Pengantar Hukum Ketenagakerjaan Indonesia, Citra Aditya Bakti, Bandung, 2003.
5. Abdulkadir Muhammad, Hukum dan Penelitian Hukum, Bandung: PT. Citra Aditya Bakti, 2004.
6. Aloysius Uwiyono, Ketidakpastian Hukum Pengaturan Outsourcing dalam Undang-undang No. 13 of 2003, Journal of Indonesian Legislation, vol.8 No.3-September 2011, Directorate General of Legislation, Ministry of Law and Human Rights, Republic of Indonesia, Jakarta.
7. Written in Abdul Khakim, Pengantar Hukum Ketenagakerjaan Indonesia Berdasarkan UU No. 13 Tahun 2003, Edisi Revisi, Bandung: Citra Aditya Bakti, 2007.
8. Khairani, Kepastian Hukum Pekerja Outsourcing: Ditinjau dari Konsep Hubungan Kerja antara Pekerja dengan Pemberi Kerja, Jakarta: PT. Raja Grafindo Persada, 2016.
9. Munir Faudi, Konsep Hukum Perdata, Jakarta: PT. Raja Grafindo Persada, 2014.
10. Ahmad Miru, Hukum Kontrak dan Perancangan Kontrak, Jakarta: PT. Raja Grafindo Persada, 2014.
11. Patrick Purwahid, Dasar-Dasar Hukum Perikatan (Perjanjian yang Lahir dari Undang-Undang), Bandung: Mandar Maju, 1994.
12. Subekti, Hukum Perjanjian, 4st Print, Jakarta: Citra Aditya Bhakti, 1987.
13. Ridwan Khairandy, Hukum Kontrak Indonesia dalam Perspektif Perbandingan, Yogyakarta: FH UII Press, 2013.
14. Wiwoho Soedjono, Hukum Perjanjian Kerja, in F.X . Djumialdji, Perjanjian Kerja Edisi Revisi, Jakarta: Sinar Grafika, 2005.
15. Djumadi, Hukum Perburuhan Perjanjian Kerja, Jakarta: PT. Raja Grafindo Persada, 2008.
16. F.X. Djumialdji, Perjanjian Kerja Edisi Revisi, Jakarta: Sinar Grafika, 2005.
17. Asri Wijayanti, Reformasi Pengaturan Outsourcing, Surabaya: Universitas Muhammadiyah, 2012.
18. Suwanto, Hubungan Industrial Dalam Praktek, 1st Print, (Jakarta: Indonesian Industrial Relations Association (AHII) Publisher, 2008.
19. Sentosa Sembiring, Himpunan Peraturan Perundang-Undangan Republik Indonesia Tentang Ketenagakerjaan, Bandung: CV. Nuansa Aulia, 2005.

Legal Protection Performed by Disnakertrans Diy at Outsourcing Company Pt. Media Sleman

20. Asri Wijayanti, Hukum Ketengakerjaan Pasca Reformasi, Jakarta: Sinar Grafika, 2009.
21. Muhammad Syaifuddin, Hukum Kontrak Memahami Kontrak dalam Prespektif Filsafat, Teori, Dogmatis, dan Praktek Hukum, Bandung: Mandar Maju, 2012.
22. Abdul R Budiono, Hukum Perburuhan, Jakarta: Indeks, 2011.



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