

Legal Protection of Worker Welfare Concerning Part-Time Contract

Luki Hentriawan

{langkah1680@yahoo.com}

Doctor of Law, Universitas Jayabaya, Jakarta, Indonesia

Abstract. Part-time workers often have limited career development and receive relatively low wage increase which negatively affect their welfare and fairness at work. Part-time workers often feel insecure, discomfort and their career development path are unclear. Their normative rights are often neglected. This normative legal research was administered to obtain necessary data regarding the problem. Secondary data consisting of primary legal materials, secondary legal materials, and tertiary legal materials were analysed. In addition, primary data were also used to complement the secondary data. A qualitative juridical analysis was performed in data analysis which results showed that the work contract within certain specified time in Indonesia is a direct legal cooperation relationship between the employee and employers. Part-time work system can be applied to some jobs which tasks can be completed within a certain period of time, can be completed in one go or tasks that are temporary or seasonal. Meanwhile, jobs related to new products, new activities, or additional products are still being evaluated. The ideal concept part-time work agreement provides legal protection to support workers' welfare.

Keywords: Workers, Welfare, Part-Time Work Contract

1 Introduction

The role and position of workers are crucial for enhancing workforce development to participate in the development of Indonesia. For that reason and Indonesian vision's aspiration of the 1945 Constitution of Indonesia to protect the entire nation with eternal peace and social justice by promoting public welfare and education, Article 59 of Law Number 13 of 2003 on workforce contract renewal was issued. The law aims to protect workers and their families and appreciate their dignity. However, due to legal problems, a gap in workers' welfare between contract and permanent workers still occurs.

A contract worker (Perjanjian Kerja Waktu Tertentu—PKWT) has reduced welfare and justice at their workplace. It surely gives them the impression of discomfort, uncertainty, and insecurity. A contract employee may lose faith in their normative rights. In such a contract situation, they cannot continue work due to the expected duration of their contract. Contract work (Das Sollen) is regulated in The Law Number 13 of 2003 concerning Human Effort, Articles 56, 57, 58, 59, 60, 61, 62 and 63, and Decree of the Minister of Human Effort and Transmigration number 100 of 2004 concerning the Provisions for the Implementation of Agreement on the Specific Duration Work.

However, generally, contract workers (the PKWT workers) do not have a career path, pay increment, and freedom to enlist in a union. They encounter difficulties in mitigating the uncertainty of their economic survivability, welfare, and financial security for themselves and

their families. The rights received are generally unsatisfactory compared to permanent workers (indefinite workers or Perjanjian Kerja Waktu Tidak Tertentu—PKWTT).

In advancing the business of an entrepreneur or a company, there must be cooperation supported by workers. This dynamic is referred to as Industrial Relations. Its legal basis is Law of the Republic of Indonesia Number 13 of 2003 concerning Human Effort article 1 paragraph 16 that defines industrial relations as a system of dealing between productive actors in the process of producing goods and/or services that comprise workers, entrepreneurs, or companies, and the government based on values of Pancasila and the 1945 Constitution of the Republic of Indonesia.

Such provision also defines a work agreement that contains information concerning work conditions, rights, and obligations of all involved parties. A new employment relationship can be formed after the employer and the employee bound in a work agreement confirmed by Law Number 13 of 2003 article 50. This legal provision commands the parties involved, the employer and the employee, to perform their designated duties as the basis of a work agreement (*arbeidsovereenkomst*) [1]. Specifically, it means providing work by the employer and doing the work by the employee,

Considering the essential role and position of the human effort, it is necessary to improve their quality of life and dignity by protecting them and their immediate families. The protection committed to meet the workers' fundamental rights will ensure unequivocal equal opportunity and treatment to realize their welfare. Human rights in a constitutional state are an inseparable element of legal justice. The state must dignify the citizen, including the workers, by granting them protection to uplift individual rights and recognizing their independence. This is done by meeting their basic rights and ensuring unequivocal equality in terms of opportunity and treatment to realize their welfare [2].

2 Research Methods

The method used in this study is a normative juridical that refers to legal norms in the Republic of Indonesia's law, and the approach is the statutory regulation (statue approach). A normative study uses a statutory approach because the examination objects are the various legal rules, which is also the central theme of this study. Furthermore, the normative juridical study discusses doctrines or principles in legal science [3]. It examines regulations, both primary and secondary legal materials, or problems by looking at the secondary side or approaching the problem by looking at the existing statutory perspective.

3 Results and Discussion

An agreement for a specified duration of work (work by contract) is only for specific jobs that finish at an expected time. This type of employment includes one-time jobs, seasonal jobs, 3-year-contract jobs, or jobs related to new products, activities, and trials. Employment agreements for a specific period do not apply to permanent employment. A contract can be extended or renewed. Contract employment can only be continued twice and extended once despite not exceeding three consecutive years. A written notice must be issued 7-day before the termination of a contract for employers to keep their workers. The contract extension has 30 days grace period before renewal. If a contract employment agreement does not meet the

provisions as intended, they are considered permanent employees by law. A Ministerial Decree further regulates other matters that are not yet handled in this Article [4].

This study examines the basis of legal protection. According to Raharjo, legal protection theory supports the community to enjoy all their human rights under the law. The law functions to establish safety that is adaptive, flexible, predictive, and anticipatory. It is needed for legally, socially, and economically underprivileged people and establish social justice [5].

The concept of legal protection is enshrined in the 1945 Constitution Article 27 and Article 28. Article 27 paragraph (1) states that all citizens are equal before the law and government and are obliged to uphold the law and government without exception. Paragraph (2) says that every citizen has the right to work and attain a decent living. Article 28 concerns the freedom of association and assembly to express thoughts orally and in writing. Due to the constitutional nature of the state, the check and balance principle encompasses the unity of the three main organs of state power, namely the executive, judiciary, and legislature, to avoid absolute concentration in one organ only. Thus, it is necessary to separate them into three branches.

There is an absence of a norm in Law Number 13 of 2003 concerning Human Effort in Article 59 paragraph (7) in its implementation. It states that if the provisions of Article 59 in paragraph 1, 2, 4, 5, 6 is not implemented, the contract worker is considered permanent, and the worker is entitled to the rights and obligations of a permanent worker. The type of work specific for contract workers is often made by agencies in the Ministry of Human Effort without consulting it with employers, including relevant information such as which potential employers must fulfil duties and legal provision. On top of that, the fulfilment of relevant a quo conditions is judicially absent yet supplied by the board of workforce supervision in the form of a subjective promissory note.

According to the author, employers often avoid the termination of permanent employment due to a set complicated mechanism that must be met following Law Number 2 of 2004 Regarding Industrial Relations Dispute Resolution (Penyelesaian Perselisihan Hubungan Industrial—PPHI). Employers find them troublesome and costly, especially if it is aggravated by delicate legal protection from a labour union. Law Number 13 of 2003 concerning Human Effort in the general provisions of article 1 paragraph 14 is discriminatory in supposed working conditions, rights, and obligations of involved parties that depend on employment statuses, namely a contract and permanent one. It would be wise if such a provision is abolished.

4 Conclusion

When a contract is issued, a particular type of duty must be fulfilled based on the agreement. It can vary because it depends on nature and the type of activity completed at an expected duration. That means a contract can be both seasonal and temporary in nature. Works related to new products, new activities, or additional products still in trial or investigation also appear to be regulated in the Labour Law. The ideal concept of a fixed-time work agreement embodies legal protection for the welfare of workers in Indonesia. Such concerns with the statuses of workers. With the discriminatory nature of the labour law, it is not easy to achieve a dignified state of employment that entails basic welfare, rights, and equal opportunity for the workers and their immediate families. Thus, it results in contract workers lacking basic protective existence.

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