

LEGAL PROTECTION IN FULFILLING THE RIGHTS AND OBLIGATIONS OF WORKERS CERTAIN TIME WORK AGREEMENT

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Article history: received 31 November 2023; revised 02 December 2023; accepted 04 January 2024

DOI: <https://doi.org/10.33751/jhss.v8i1.8390>

Abstract. This paper aims to know and analyze workers' rights and the implementation of legal protection in accordance with the Manpower Law. Empirical juridical type data and research using qualitative analysis methods, namely research obtained data through interviews, literature studies, legal journals, and legislation. In PKWT Hotel Sofia Juanda, there are several articles that have not been clearly regulated related to rights and obligations that are incomplete and many are not in accordance with the elaboration of the Manpower Law so that the fulfillment of their rights needs to be included in several new articles. The implementation of legal protection for PKWT workers does not always run well and experiences a number of obstacles caused by lack of awareness and understanding regarding the rights and obligations of each party. In addition, it is caused by limited information. Therefore, efforts to implement the legal protection of PKWT workers at the Sofia Juanda Hotel Surabaya can be carried out through 2 (two) efforts, namely preventive and repressive.

Keywords: legal protection; worker; specific time work agreement

I. INTRODUCTION

Agreements have a very meaningful meaning in working life because the use of agreements has a function that can establish a bond for law between the two parties concerned in the employment agreement. In working life, employers believe that this labor system is more efficient compared to workers who sign PKWT. To get clearer certainty, PKWT can be made in writing rather than verbally because when both parties have signed what is considered acceptable by both parties concerned. Things that affect workers before, lasting, and after the working period, for Law of the Republic of Indonesia No. 13 of 2003 concerning Manpower, means that workers can work for a certain time by receiving wages in the form of money, services, or objects to meet the needs of individuals or citizens [26]. An agreement according to Article 1313 Book III of the Second Chapter of the Civil Code is an act by which one or more persons bind themselves to one or more other persons. The purpose of the article is that workers and employers can start a relationship after both parties have agreed on a PKWT agreement and workers as company assets that ensure continuity by having harmonious values, subject to law, and fair because the relationship must involve interactions between workers and employers that may arise in connection with the rights and obligations concerned. [18]. The PKWT policy is implemented by employers but there are provisions that are not in accordance with the employment agreement and the Manpower Law, so various problems arise. Legal protection of PKWT can be difficult because in the agreement that the company has implemented a PKWT regulatory policy and is not obliged to pay workers after the end of the PKWT. In addition, PKWT can also be complicated by force majeure

and regulatory waiver. Force Majeure is one of those parties who cannot act beyond their means for anything other than themselves or unforeseeably that occurs beyond their ability or simply another force majeure. Meanwhile, neglect of regulations is one party that cannot act or has violated the rules in a certain time employment agreement intentionally.

Workers are less careful in carrying out work duties carried out based on applicable regulations in the contents of PKWT so that workers feel disadvantaged due to the rights and obligations in PKWT Hotel Sofia Juanda Surabaya are still limited and lack of detail. On the other hand, the company can still run well and workers really need legal protection to be able to compensate for the losses experienced and get more eligibility for their rights and obligations. In the field of labor, employers and workers may suffer losses but not only both parties but also the general public and PKWT workers can also get problems caused during carrying out duty obligations so that some problems can be resolved through deliberation. Legal protection by using welfare insurance is only intended for workers themselves and their families on the day of accidents, illness, and death. Welfare security aims to ensure certainty and provide security in employers and workers able to finance socioeconomic risks. Workers who experience injuries can receive compensation and rehabilitation through Welfare Insurance when carrying out workers' duties so that accident insurance will be provided by covering treatment and treatment, rehabilitation, and BPJS. Workers are entitled to labor social security and welfare security, because labor social security includes legal protection to workers in the form of money in lieu of part of lost income as compensation for workers for events that occur during the employment relationship, such as health, safety and work accidents.

However, there are workers who experience work accidents because they do not comply with the agreed PKWT rules. Therefore, the author wants to learn more about civil law in relation to legal protection for workers who agree to PKWT aims to in the future workers can know and understand the contents of the agreement so as not to feel disadvantaged in the future and get guarantees of the rights and obligations of workers after including some newer regulations in PKWT Hotel Sofia Juanda Surabaya in the future. With this background, the author wants to discuss more closely the legal protection of PKWT workers. The main topic discussed in this journal is that the contents of the Specific Time Work Agreement contain very little and brief. Also, in the PKWT there are limitations in rights and obligations related to workers so that some workers still lack awareness and understanding in the contents of the PKWT.

II. RESEARCH METHODS

This paper aims to find and formulate legal arguments by analyzing legal protection in fulfilling the rights and obligations of PKWT employees using empirical research methods. The research focuses on laws relating to employment and time-specific employment agreements. Primary legal materials include an interview with Hotel Sofia Juanda Surabaya staffs. Meanwhile, secondary legal materials include Law No. 13 of 2003 concerning Manpower [26], Law No. 35 of 2021 concerning Certain Time Work Agreements, Power Matters, Working Time and Rest Time, and Termination of Employment, Civil Code, laws and regulations, encyclopedias, journals, books or articles related to Employment and Certain Time Work Agreements.

III. RESULTS AND DISCUSSION

Rights and Obligations of PKWT Workers Hotel Sofia Juanda Surabaya

Employers and workers have an employment relationship based on an employment agreement, in accordance with Article 50 of Law No. 13 of 2003 concerning Manpower. The employment agreement can be oral or written. The employment agreement must be based on the agreement of both parties; the ability or willingness to perform legal acts; work is agreed; and the agreed work does not violate public order. At least the employment agreement must be written in Article 54 paragraph (1) of Law No. 13 of 2003 concerning Manpower, including: (a) name, company location, and type of business; (b) the name, gender, age, and location of the worker; (c) position; (d) place of employment; (e) the amount of wages and the mode of payment; (f) terms of employment conditions covering the rights and obligations of employers and workers; (g) the start and duration of the employment agreement; (h) the place and date the employment agreement was made; and (i) signatures of the parties to the employment agreement. Company policies, collective labor agreements, and laws and regulations governing job creation are factors to consider because every

job will automatically bind employers and workers to have rights and obligations that must be fulfilled in accordance with job requirements. The most common type of work is known as a Specific Time Work Agreement (PKWT).

PKWT is an agreement between employers and workers that aims to regulate employment relations within a certain time. PKWT is not permanent and can be terminated due to certain actions or after a certain period of time. PKWT must be made in Indonesian and foreign languages so that they can be understood properly if there are differences in interpretation of the two languages. PKWT is only intended for certain workers whose work must be completed within a certain time, namely: (a) One-time or temporary work; (b) Work whose completion time is estimated to be not too long or not more than 3 (three) years; (c) Work that is seasonal; or (d) Work related to new products, new activities or products that are still in the probation stage; (e) PKWT cannot be transferred into a permanent employment relationship. PKWT can be extended for a maximum of 2 (two) years and can be extended only 1 (one) time for 1 (one) year, in accordance with Article 59 paragraph (4) of Law No. 13 of 2003 concerning Manpower. Then, if the employer plans to extend PKWT for 7 (seven) days before starting work. PKWT can only be done 30 days after the previous PKWT. For the first two years, PKWT can only be renewed once a year. In the requirements will have an effect on the subject or object of development. The first and second requirements are related to the subject of the work, which is also known as the center of subjectivity. On the other hand the third and fourth requirements have to do with achievement, which is also known as objective relationship. The difference between the two is that both deal with issues null and void and can be used to solve any problem. If the objective terms of the agreement are not met, the agreement is null and void and the law treats it as if it had never been made. If any subjective conditions are not met, the sentence can be canceled.

According to data obtained by the author, Hotel Sofia Juanda Surabaya has 2 categories of workers, namely active contract workers as many as 20 people and daily workers as many as 14 people, so that if the total number of workers at Hotel Sofia Juanda Surabaya is 34 people. Active contract workers are workers who work under certain agreements and are not given the opportunity to pursue a company-related career. Day laborers are workers who are paid without being tied to the company, only work during the job and are not automatically hired after completion. All workers at Hotel Sofia Juanda Surabaya are bound by PKWT which has been mutually agreed between the employers of Hotel Sofia Juanda Surabaya and workers. Based on the PKWT of the parties, in this case, the employer of Hotel Sofia Juanda Surabaya with workers Number: 004/PKWT/HRD-HSJS/5/2022 explains several articles related to the legal relationship of the parties, type of work, validity period of the agreement, wages, rights and obligations of the parties, working hours and rest, absence and payment of wages, termination of employment relations, violations, warning letters, and employment disputes. The rights and obligations of each party are as follows:

Parties of Hotel Sofia Juanda Surabaya

Rights:

1. Evaluate or appraisal of worker performance and determine or take certain actions but not limited to promotion, demotion, mutage, rotation, to termination of employment.
2. Get good and maximum work results from workers.

Obligation:

1. Provide wages to workers worth Rp4,100,000 and service money.
2. Provide wages at the end of each month in the current month and if the end of the month coincides with a holiday, wages are given before the holiday.
3. Provide facilities needed by workers.
4. Provide company rules and regulations to workers (not limited to collective labor agreements, decrees of directors, and/or company leaders).

*Workers**Rights:*

1. Get a monthly wage of Rp. 4,100,000 as basic wages and will be added *service money* according to policy.
2. Get wages paid every end date of the current month.
3. Get medical and health care facilities in accordance with the social security scheme or BPJS.
4. Get facilities (if any) provided by the hotel while keeping in mind the applicable terms and conditions.

Obligation:

1. Pay income tax or VAT in accordance with applicable calculations
2. Must do the job as well as possible which is his duty and responsibility.
3. Must comply with all company rules and regulations.

In the form of an agreement there are provisions or conditions that include the rights and obligations of the parties concerned. Provisions on the rights and obligations of the parties in preparation require greater accuracy and understanding. The form of agreement design is needed to understand from various points of the parties so that not only the point of view is theoretical, normative, but based on the empirical point of view by conducting field visits. The relationship between the rights and obligations of both parties is a logical relationship because it can be said to be inversely proportional to other obligations such as the example of a loan agreement - borrowing in accordance with the agreement that can be borrowed within a period of time, the borrower has the obligation to repay the loan that has been given a loan based on the time agreed in the loan - borrowing agreement. PKWT made by Hotel Sofia Juanda Surabaya is expected to be able to guarantee the rights and obligations of workers in accordance with applicable laws and regulations. Therefore, the rights and obligations of the parties should contain

detailed or clear details so that the parties also get their rights, in other words, PKWT Hotel Sofia Juanda Surabaya is incomplete and many things are still not in accordance with the elaboration of rights and obligations with the Manpower Law. The expansion of industry requires the use of a variety of potentially hazardous and toxic tools, machinery, equipment and materials. The use of tools and materials to assist in the regular execution of tasks while performing tasks increases the risk of injury during use. The risk of accidents and occupational diseases is a possibility that at some level can result in termination of employment, so that workers and their families cannot maintain the continuity of their work/livelihood. On the other hand, employers face risks in the form of various workplace records related to the continuity of production facilities and the incurrence of replacement costs. Occupational Safety and Health is a program for workers and employers to avoid accidents and diseases in the workplace. [25] Therefore, in addition to paying attention to the rights and obligations of PKWT workers, Hotel Sofia Juanda Surabaya related to Occupational Safety and Health, PKWT workers must also be considered, so that the rights and obligations of workers and employers of Hotel Sofia Juanda Surabaya can be fulfilled properly.

The fulfillment of the rights of PKWT workers is based on the Manpower Law, which explains that the government and employers are obliged to do the following for the implementation of rights in accordance with the applicable laws and regulations as follows: (a) Occupational Safety and Health; (b) Welfare Security; (c) wages; (d) Business Hours; (e) Leave. According to the author's analysis based on PKWT data from Hotel Sofia Juanda Surabaya that PKWT Hotel Sofia Juanda Surabaya has been made in accordance with the applicable provisions in the Manpower Law. This is in line with the statement of the interview that the author has conducted with Mr. Anto as HR Hotel Sofia Juanda Surabaya revealed that PKWT Hotel Sofia Juanda Surabaya meets the provisions of Article 81 of the Job Creation Law which regulates the provisions of Article 88 of the Manpower Law that the rights of workers, including PKWT workers, are a decent livelihood and a decent wage (BPJS Employment & BPJS Kesehatan) [23]. However, the author also finds a discrepancy between PKWT Hotel Sofia Juanda Surabaya and the Manpower Law, in this case as follows:

1. Minimum wage for work.

That every employee has the right to receive training that allows this to improve performance and lead a better life, the government has developed programs to help employees in their workplace and personal lives. This is in line with Article 88 Paragraphs (1) and (2) of the Manpower Law. As stipulated in Article 88 paragraph (3) of the Manpower Law, to protect workers, the government has established wage

policies, which include, for example, minimum wages, overtime pay, wages for work absence, wages for absenteeism due to other non-work activities, wages for rest periods, forms and means. on the payment of wages, fines and deductions and things that can be compensated with wages. Please note that based on the Decree of the Governor of East Java Number 188/803/KPTS/013/2021 concerning the Minimum Wage for Districts/Cities in East Java in 2022, especially in the Sidoarjo area, it is IDR 4,368,581.85. In this case, it applies to achieving the income feasibility of workers in East Java. In PKWT Hotel Sofia Juanda Surabaya, workers get a monthly salary of IDR 4,100,000 (Four Million One Hundred Thousand Rupiah) which includes income tax deductions, so it can be concluded that the minimum wage for Sofia Juanda Hotel Surabaya workers is not in accordance with Law No. 13 of 2003 concerning Manpower and East Java Governor Decree No. 188/803/KPTS/013/2021 concerning District/City Minimum Wages in East Java in 2022.

2. Unclear wage payment system.

There is a lack of clarity in the wage payment system for PKWT workers. Employers clearly include income tax withholding in Article 3 concerning Wages in PKWT Hotel Sofia Juanda Surabaya Number: 004/PKWT/HRD-HSJS/5/2022 and it is also mentioned regarding the wages given, it's just that in this case there are still shortcomings related to the wage payment system. The results of the author's analysis know that the wage payment system is unclear because it does not include how the mechanism of payment of wages through *transfer* or *cash*, of course, this can conclude uncertainty for PKWT workers.

3. Arrangements related to Workers' Leave are not clearly regulated in PKWT Hotel Sofia Juanda Surabaya.

Based on the results of an interview with Mr. Anto as HR Hotel Sofia Juanda Surabaya [23] explained that the fulfillment of the rights of PKWT Hotel Sofia Juanda Surabaya workers can be ensured accordingly the provisions in Article 88 of the Manpower Law related to workers' rights are stipulated including PKWT workers get a decent living and wages. However, there are still some workers' rights that cannot be fulfilled by the employers of Hotel Sofia Juanda Surabaya because the rights and obligations of workers have not been listed in the PKWT Hotel Sofia Juanda Surabaya so that they still follow what is stipulated in the applicable laws and regulations. In its implementation related to work leave that is not regulated in PKWT Hotel Sofia Juanda Surabaya, workers who want to take leave can apply for leave at HR Hotel Sofia Juanda Surabaya which is included with the applicant's identity accompanied by the time of leave and the reason for leave. However, the leave applicant is not immediately approved still has to discuss with HR Hotel Sofia Juanda Surabaya because it will be adjusted to the work

schedule. In this case, the application for leave is a little difficult because it is not immediately approved and must pay attention to certain reasons first.

4. The absence of regulations related to Occupational Safety and Health.

The employer issues a written warning letter to the worker which includes "The First Party may give the First and Last Written Warning Letters to the Second Party because of the Second Party's misconduct in the form of intentionally or due to his negligence resulting in him being in such a state as to be unable to carry out the work to which he is obligated". Simply put, the employer still provides a warning letter to workers due to negligence in using work safety equipment. This is true that workers experience negligence towards the agreed agreement. On the other hand, employers do not include articles related to K3 that make workers feel trivial at work but it greatly impacts workers and employers have difficulty in providing such protection. Employers must apply laws and regulations related to employment, meaning that the PKWT does not include this, so it is necessary to make changes and / or additions to regulations containing guarantees of occupational welfare, safety and health, and so on. An agreement made by the parties must be done in good faith. In addition, building a harmonious working relationship between Hotel Sofia Juanda Surabaya and workers is also needed. Based on the results of an interview with Mr. Anto as HR Hotel Sofia Juanda Surabaya [27] revealed that by creating policy transparency, it is hoped that workers can know the applicable rules and workers prefer transparent policies. Then do not forget to always communicate with the employers and workers commonly called the *General Staff Meeting*, and establishing relationships can be interacted by acting fairly without discriminating. Based on the research that has been carried out by the author, the application of PKWT Hotel Sofia Juanda Surabaya to a well-known worker, Agung Saputro, works as an *Engineering Staff*. In the case that the author examines related to the application of PKWT, in this case Agung Saputro has violated or acted against management rules or orders from superiors by taking disciplinary actions such as not monitoring his *staff* and not wearing uniforms and *name tags*. Therefore, Agung Saputro is considered to have opposed or ignored the orders of superiors or applicable rules, therefore Agung Saputro received a Written Warning Letter stage 1 (SP 1). In implementing PKWT at Hotel Sofia Juanda Surabaya, employers provide 4 types of reprimands if workers do not do work in accordance with mutual agreements as stipulated in PKWT. The 4 types of reprimands are Verbal Warning, Written Warning (SP 1, SP 2, SP 3), Suspension and Termination. The existence of this reprimand is the prerogative of the worker to obtain notification of this

violation, so as to notify of the error and to prevent in the future from committing similar violations or acting contrary to the agreed regulations. If not complying, the next punitive step will be taken after being given SP 1 within 6 months.

The author has conducted interviews with several PKWT workers on behalf of sister Hani, stating that she does not know how much service money is not included in the PKWT because the service money is combined with the basic monthly salary, so she does not know whether it is included with the Minimum Work Wage and does not know about BPJS Kesehatan, only knows BPJS Ketenagakerjaan.[28] Meanwhile, another PKWT worker on behalf of sister Sri stated that she felt enough with PKWT Hotel Sofia Juanda Surabaya. However, he also hopes that PKWT needs to be improved again and as workers should also understand why rights and obligations are not fulfilled. The reason for the rights and obligations that have not been fulfilled is because there are still obstacles from workers themselves and as workers also need to understand the conditions from within the company so that there must be a reciprocal relationship and not harm each other or burden one party. [29]

Implementation of Legal Protection for PKWT Workers

The law establishes the interests of society that can be elevated to legal rights and enforced to ensure their fulfillment. Supporters of rights are granted rights, which are often referred to as identity laws. Legal identity can be either individual or non-individual. Non-individual legal entity, that is, a legal entity based on legal construction. [17]. Philipus M Hadjon revealed that legal protection is closely related to power. There are 2 (two) forces that need attention, namely government power and economic power. In this case, it is about the legal protection of the people against the government, that is, the relationship of power with the government. Then, in the context of power and economics, there is the issue of legal guarantees for the weak in the economic field against the owners of the stronger economy, such as workers' protection of employers [11]. Legal protection includes all efforts to uphold rights and provide protective assistance to witnesses and/or victims to create a sense of security. Legal protection for victims of crime falls under the section of public safety, which can take many forms, including reparations, compensation, medical care and legal assistance. Legal subjects are protected from preventive and repressive devices through written and oral means. In short, legal protection is an extension of the duty of law itself, which includes ideas such as justice, certainty, peace, and so on. According to Satjipto Raharjo's theory, legal protection is intended to protect human rights violated by others and protect the community in fulfilling all its legal obligations. [10].

Some of the parties who will be involved in an agreement as well as workers, employers, labor organizations, employers' organizations, and governments, all influence each other in carrying out their responsibilities and their functions in employment relationship.[11, p. 73] PKWT or PKWTT requires an agreement between the two parties, the legal ability of the parties, the work is agreed so as not to violate public order, decency, and so on. The agreement becomes null and void and is considered invalid if all these rules are not met. An agreement between the parties is known as a binding agreement, the meaning of which is that the parties to the employment relationship must agree on an agreement. One party wants what the other wants. The worker accepts the job offer, and the employer agrees to hire the worker. The ability or ability to make agreements indicates that the worker and employer are able to reach an agreement. A person must be considered capable and old enough to make a covenant. The minimum age limit is 18 years according to Article 1 number 26 of the Manpower Law. In addition, a person is said to be capable of making agreements if he does not suffer from mental disorders. There is work in the form of certain matters agreed on the basis of Article 1320 of the Civil Code. [18] The agreed work is the subject of an agreement between the employer and the worker, the legal consequences of which are the rights and obligations of the parties. Because there is no wrongdoing against the rule of law, public order, or good decency, the contract is valid. The type of work agreed in the form of elements of a work agreement that must be clear.

In relation to the agreement to bind themselves with other parties who enter into an agreement, it is agreed in the form of workers accepting job offers, and employers agreeing to hire workers. According to Article 1 number 26 of the Manpower Law [26], the ability between the two parties to make an agreement, both workers and employers, is the ability to make an agreement. If the person concerned has reached the minimum age limit of 18 years, then that person is considered capable of making an agreement. Also, appointments can also be made by people who do not have mental health problems. Legal protection of PKWT workers through the Manpower Law. There are several things that must be done to implement labor law protection as follows: (a) clear PKWT; (b) Avoid discrimination; (c) Establish harmonious working relationships; (d) Fulfill the rights of PKWT workers. Based on the results of an interview with Mr. Anto as HR Hotel Sofia Juana Surabaya explained that every active worker has been carried out with S.O.P discussions in work and job training that has a high level of risk in work has been carried out by employers regularly. In this case, after a work accident experienced by the worker that makes the employer responsible by providing work safety training such

as Light Fire Fighting Training (APAR) conducted with the Sidoarjo Regency government in order to supervise and prevent future work accidents. [27]. Legal protection comes in *preventive and repressive forms*, both written and oral. In simple terms, legal protection is the development of legal functions, according to which law can create justice, certainty, peace, and others. Employment agreements that are not required in a specific format can be made orally through a letter of appointment from the employer and a written agreement letter signed by both parties. In the case that the author raises here, the form of legal protection for the parties can be seen from 2 (two) sides. Preventive legal protection, where the Sofia Juanda Hotel Surabaya should supervise the safety of its workers, while for the workers, it should also pay attention to work safety indicators by using more intact protectors or safeguards as a complement to more optimal self-readiness at work, so as to avoid all forms of accidents. In this case, *preventive* legal protection has a function to illustrate that the parties will get the protection by taking into account the applicable provisions, in other words, preventing their respective conditions from causing accidents. Meanwhile, the form of repressive legal protection here can be seen when workers have experienced accidents while they are working, so that the Sofia Juanda Hotel Surabaya should provide welfare and health insurance facilities for PKWT workers.

The implementation of legal protection for workers through the PKWT system does not always run smoothly in accordance with the expectations and desired by employers. Its implementation has encountered a number of obstacles that hinder lawmakers' efforts to achieve its goals. The legal protection provided to workers can adjust to a strong legal basis depending on the company's policy that applies PKWT rules based on relevant laws and regulations.[23] However, during the process of implementing the provision of legal protection in practice at Hotel Sofia Juanda Surabaya experienced several obstacles as follows:

1. Lack of awareness and understanding of the parties regarding rights and obligations.

Employers do not understand well the importance of the role of workers for Hotel Sofia Juanda Surabaya. Where their interests must be well protected, and workers often do not understand the importance of employers in labor relations. Employee awareness in carrying out their duties is still weak. Law enforcement officials are still unable to carry out their duties optimally. Supervisors and law enforcers have many shortcomings in carrying out duties that are not in accordance with applicable regulations. If there are often obstacles to resolution, it does not reflect fairness, especially for workers.[21]

2. There is limited information for some PKWT workers

The second obstacle in the implementation of legal protection for PKWT workers is still not fully understood by many PKWT workers. As described in the previous explanation in the case experienced by Mr. Jaka. He as a PKWT worker has been registered and has employment security. In the employment insurance registered in the name of Mr. Jaka can be used for the purposes of Work Accident Insurance, Old Age Insurance, and Death Insurance.[16] The guarantee owned by Mr. Jaka can be used for medical expenses for work accidents he experienced. But what became a debate here after Mr. Jaka had a work accident. Hotel entrepreneur Sofia Juanda Surabaya issued a warning letter to workers to be more careful. Actually, in this case, it is purely due to work accidents and employers and workers have tried to use good work safety equipment, but no one knows when work accidents can occur at any time. Then, in this case, if there is a dispute in the employment relationship, the dispute can be resolved through the family. Therefore, sometimes workers are still confused and do not understand their interests.

To overcome these obstacles, several efforts can be made as follows:

1. Increase awareness and understanding

Efforts made to increase awareness and understanding can be made by employers providing job training and providing socialization directions regarding regulations, safety, health, and so on. In addition, employers need to increase supervision of PKWT workers in order to minimize the impact of losses experienced for these workers.

2. Improve access to information and law

Efforts made to improve access to information and law can be done by providing reliable and easily accessible sources of information through training, socialization, and so on. This makes you better understand the rights of workers and can protect yourself in your own way even though you already know if the rights cannot be fulfilled.

3. Improved supervision system to workers.

Legal protection efforts for PKWT workers can be increased by increasing awareness, effectiveness, and labor relations. The government can hold strict supervision for employers who cannot fulfill the rights of PKWT workers. These efforts can be done well in the implementation of legal protection so that workers' rights can be fulfilled properly without any losses.

IV. CONCLUSION

PKWT Hotel Sofia Juanda Surabaya Number: 004/PKWT/HRDHSJS/5/2022 Anatomically, the employment agreement is made in line with the provisions of the Manpower Law. Employers and workers have penalties

from the existence of work agreements made by mutual agreement. Employers try to properly fulfill their rights and obligations towards workers. However, in practice, based on the author's analysis, discrepancies are still found regarding minimum wage provisions in line with East Java MSEs in 2022. In addition, there are no clear rules in PKWT regarding the mechanism for paying wages, requesting rest periods or applying for leave, and rights related to work life in K3 that are not mentioned in PKWT, so it means that the rights and obligations for Sofia Juanda Surabaya Hotel employers and workers have not been optimally regulated. The implementation of legal protection for PKWT Hotel Sofia Juanda Surabaya workers has not been provided optimally. Therefore, there is a lack of awareness and understanding regarding the rights and obligations of each party. Also, limited information for some PKWT workers at Hotel Sofia Juanda Surabaya. The form of protection that can be done is preventive efforts by increasing supervision of workers and providing understanding or information related to occupational safety and health, besides that it is also explained in more detail about the rights and obligations of the parties. Meanwhile, repressive efforts can be carried out if there are workers who experience accidents during working hours, employers provide guarantees for work accidents. In the case of a PKWT Hotel Sofia Juanda Surabaya worker, Mr. Jaka, the Employer is responsible for providing guaranteed treatment for work accidents he experienced. Then, after the incident, the new employers gave stricter warnings to workers and only provided occupational safety and health training. So from this it can be seen that previously the employers did not pay much attention to workers.

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