



## Legal Protection of Workers with a Certain Time Agreement on Labor Service Providers by PT. Dayatama Polanusa

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### **Abstract**

The employment agreement is the beginning of a working relationship between the Worker and the Company. Companies in the Oil and Gas business sector employ a lot of Workers with a Specific Time Work Agreement system (hereinafter referred to as PKWT) to reduce the cost of the Workers in order to increase the profits of the Company and in fact, many PKWT systems are not in accordance with the provisions of Law Number 13 the Year 2003 concerning Manpower and other legal rules governing Manpower, so that it harms and eliminates the protection of Workers with the PKWT system. The main problem in this study is how the legal protection of workers with the PKWT system at PT. Dayatama Polansa. This study uses a sociological juridical approach method that is an approach that emphasizes field practice is associated with aspects of the law or legislation in force.

**Keywords:** *Legal Protection; Workers; Specific Time Work Agreements*

### **I. Background of Research**

The working relationship between the company and workers is indicated by the existence of an employment agreement between the two parties. In the employment agreement contains the terms of work, rights and obligations between the company and workers. According to Article 56 paragraph (1) of the Manpower Act, employment agreements are divided into 2 (two) types, namely a Specific Time Work Agreement (PKWT) and an Unspecified Time Work Agreement (PKWTT). The Specific Time Work Agreement (PKWT) and the Unspecified Time Work Agreement (PKWTT) have differences in terms of form and rights and obligations for the parties that entered into the employment agreement. Based on the type of employment agreement, workers are classified according to the type of employment agreement they have agreed with the company to have a work relationship.

Development policy does have a very important role in guaranteeing and protecting the lives of people who are just, prosperous, and prosperous. The Specific Time Work Agreement (PKWT) in the Act regulates in Articles 56 to Article 59 of the Manpower Act, which is a general agreement on a Specific Time Work Agreement (PKWT) no transition period, completed within a certain time, namely temporary work; or workers related to new products or activities, or products in trial. Article 59 states that the

Employment Agreement Specific Time (PKWT) can only be made for specific jobs by type and character of the job will be completed within a certain time, namely:

1. Work that is once completed or which is temporary in character;
2. Workers whose completion can be estimated in a not too long period and a maximum of 3 (three) years;
3. Seasonal work; or
4. Work related to new products, new activities, or additional products that are still in a trial or assessment period

At PT. Dayatama Polanusa Workers for Specific Time Work Agreements (PKWT) are Workers who work for supporting services, transportation services, cleaning services, and catering for Employer Companies. While the views of the provisions of the elucidation of Article 66 paragraph (1) of the Employment Act and Permenakertrans No. 19 of 2012 concerning Conditions of Submission as Execution of Works to Other Companies, work that may be submitted to other companies, namely transportation, catering, security services is not included in the category of Article 59 of the Manpower Act, in other words the work is continuous work so that it should not be made with a Specific Time Work Agreement (PKWT).

PT. Dayatama Polanusa is a company engaged in general services and construction of oil and non-oil environment. In the procurement of goods / services at the KSO PT. Pertamina EP Samudera Energy BWPMerup Sarolangun, BOB PT. Bumi Siak Pusako - Pertamina Hulu, and PT. Medco E&P Indonesia (Employer Company), PT. Dayatama Polanusa has jobs including Equipment Operation and Maintenance Workers, Supporting Manpower Services, and Rental of Light Passenger Units and Drivers.

PT. Dayatama Polanusa in the procurement of services in the oil and gas environment is the Workers of a Specific Time Work Agreement (PKWT). Worker acceptance by PT. Dayatama Polanusa who will be employed at the KSO of PT. Pertamina EP Samudera Energy BWPMerup Sarolangun, BOB PT. Bumi Siak Pusako - Pertamina Hulu, and PT. Medco E&P Indonesia (Employer Company) is carried out in stages in accordance with the needs and the number of workers that must be met in accordance with the contents of the cooperation contract between PT. Dayatama Polanusa with the Employer Company.

The thing that causes problems is the number of violations in the application of the Specific Time Work Agreement (PKWT) system at PT. Dayatama Polanusa. Where there are many irregularities in the implementation of the rules of the Specific Time Work Agreement (PKWT), or in other words the Specific Time Work Agreement (PKWT) which is implemented is not appropriate or even does not refer to the rules of the Specific Time Work Agreement (PKWT) regulated in the manpower Law, For example, renewal of a work contract / work agreement does not have a grace period of 30 (thirty) days after the expiration of the work agreement and the work agreement is carried out for more than 3 (three) years.

In addition to the application of a Specific Time Work Agreement (PKWT) that is not in accordance with the provisions stipulated in the Manpower Act, the system of the Specific Time Work Agreement (PKWT) that is implemented is also very detrimental to workers. For example in KSO PT. Pertamina EP Samudera Energy BWPMerup Sarolangun, BOB PT. Bumi Siak Pusako - Pertamina Hulu, and PT. Medco E&P Indonesia, which uses workers with a Specific Time Work Agreement (PKWT) system to do permanent work in the company.

From the explanation above describes that regulation outsourcing problematic both from a legal standpoint and in terms of its application is seen in some ways that are the lack of clarity of the work of

principal and supporting the sectors and sub-sectors, their contracts are repeated on the same job, not certainty of continuation of employment due to work relations based on a Specific Time Work Agreement (PKWT), differences in the rights of permanent workers and outsourced workers on the same job. This has consequences for salary to be received, usually, the minimum salary which is only in the form of basic salary, no transport money, no allowances, and no food allowances, and will never increase salary and no promotion.

## ***II. Research Methods***

Approach to the problem carried out by the research method is sociological juridical sociological juridical is a study conducted on the real state of society or the community environment with the intent and purpose of finding fact-finding facts, which then leads to the identification of problem-identification and ultimately to the solution of problem problems -solution relating to and linking it to reality in the implementation of agricultural land-sharing agreements in the utilization of pusako land in Nagari Sungai Durian, Padang Pariaman Regency. The research conducted by the author is analytical descriptive in nature, this research is a study that describes, examines, explains and analyzes problems in the implementation of agreements for agricultural land yields in the use of pusako land in Nagari Sungai Durian, Padang Pariaman Regency.

## ***III. Research Results***

Worker protection is highly paid attention to in manpower law as stipulated in several articles in the Manpower Act, including:

1. One of the goals of employment development is to provide protection to workers in realizing welfare (Article 4 letter c of the Manpower Act);
2. Every worker has the same opportunity without discrimination to get a job (Article 5 of the Manpower Act);
3. Every worker / laborer has the right to receive the same treatment without discrimination from employers (Article 6 of the Manpower Act);
4. Every worker has the right to obtain and / or improve and / or develop work competencies in accordance with their talents, interests and abilities through job training (Article 11 of the Manpower Act);
5. Every worker / laborer has the same opportunity to participate in job training in accordance with their area of work (Article 12 paragraph (3) of the Manpower Act);
6. Every worker has the same rights and opportunities to choose, get, or change jobs and obtain a decent income at home or abroad (Article 31 of the Manpower Act);
7. Every worker / laborer has the right to obtain protection for occupational safety and health, morals, and treatment in accordance with human dignity and religious values (Article 86 paragraph (1) of the Manpower Act);
8. Every worker / laborer has the right to earn income that meets a decent living for humanity (Article 88 paragraph (1) of the Manpower Act);
9. Every worker / laborer whose family has the right to obtain labor social security (Article 99 paragraph (1); and
10. Every worker / laborer has the right to form and become a member of labor union (Article 104 paragraph (1) of the Manpower Act).

From the description of legal protection that has been regulated in the Manpower Act above, in essence there are several forms of legal protection for workers, especially for workers with a Specific Time Work Agreement (PKWT) at PT. Dayatama Polanusa is the focus of this research, which is as follows:

#### 1. Protection of Permanent Workers

From the results of interviews with workers with a Specific Time Work Agreement (PKWT) on the KSO project PT. Pertamina EP - Samudera Energy BWPMeruap, in fact the work he does is not in accordance with the work assigned in the employment agreement, in the employment agreement he should be a passenger car driver but other times he is also asked to do other work related to oil drilling activities that could endanger him. He also said that he had worked in an employer company for 10 years, whereas according to article 59 paragraph (4) of the Manpower Act, PKWT was only for a maximum of 3 years. Basically the Manpower Act has provided strong legal protection for PKWT workers, but in reality at PT. Dayatama Polanusa still has gaps or does not implement legal protection in accordance with the Manpower Act itself.

#### 2. Protection Against Wages

That the purpose of work is to earn income or wages to meet the needs of his life. Thus wages are a very important aspect in providing protection for workers / laborers. Considering the important role of wages in the protection of workers / laborers, this is expressly mandated in Article 88 paragraph (1) of Law Number 13 Year 2003 concerning Manpower which reads: every worker / laborer has the right to earn income that fulfills a decent living for humanity.

Provisions to provide protection for workers' rights ie wages as mentioned above also apply to PKWT workers. According to PT. Dayatama Polanusa, they have given appropriate wages to PKWT workers ie in accordance with the Provincial Minimum Wage and by paying attention to the principle of remuneration based on the Manpower Act. But in reality based on the results of interviews with PKWT workers, the wages they should receive every month are sometimes not paid on time, and the wages received do not match the work they do.

#### 3. Protection Against JAMSOSTEK and Work Safety

PT. Dayatama Polanusa has protected its workers with Jamsostek in accordance with those mandated by the Manpower Act and regarding work safety for its workers, PT. Dayatama Polanusa has also facilitated its workers with safety protective equipment while working in accordance with Article 86 paragraph (1) of Law Number 13 Year 2003 concerning Manpower states that every worker / laborer has the right to obtain protection for:

- a. Safety and occupational health;
- b. Moral and Decency;
- c. Treatment in accordance with human dignity and values and religious values.

#### 4. Protection Against Working Hours

In Article 77 of Law Number 13 Year 2003 concerning Manpower explains the hours of work time with the aim of providing protection and certainty for workers related to working hours, so as not to harm workers and be more humane.

From the author's research that PT. Dayatama Polanusa has complied with the provisions above which regulate working time and rest periods in the upstream oil and gas business sector. The implementation of work time and rest time are the most widely used in the work projects of PT. Dayatama Polanusa is a comparison of work time with rest time of 2 (two) to 1 (one) for 1 (one) work period with the provisions of 14 (fourteen) days continuously and rest 7 (seven) days which is related to work time and rest time this is also regulated in Decree of the Minister of Manpower and Transmigration No. KEP. 234 / MEN / 2003 concerning Work Time and Rest in the Energy and Mineral Resources Business Sector in Certain Regions.

The regulations regarding work time and rest periods in the upstream oil and gas business sector are very important because this business sector has its own characteristics, namely from the location of the business, the nature and type of work continuously and are influenced by factors of natural and geographical conditions, so that there are protection of the rights and safety of workers who work in the business sector.

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