

# Legal Protection of the Workers in Certain Time Agreement (Study at PT. Infomedia Nusantara)

Anne Theresia Simanjuntak<sup>1</sup>, Surya Nita<sup>2</sup>

<sup>1</sup>Master of Science of Law, Universitas Pembangunan Panca Budi, Medan, Indonesia

<sup>2</sup>Faculty of Social Science, Universitas Pembangunan Panca Budi, Medan, Indonesia

## ABSTRACT

Working relationships are formed as a result of an agreement between employers and workers. The agreement is reached after both parties talk / negotiate on the agreement to be made and based on the will of both parties. The problem that arises is the number of violations in the application of the system of certain time agreement (CTA). Many deviations occur on the implementation of CTA rules or in other words CTA that is implemented is not appropriate or even does not refer to the rules of CTA set out in the Manpower Act. In practice, in addition to the application of CTA which is not in accordance with the provisions stipulated in the Manpower Act, the CTA system implemented also greatly disadvantages the workers. The purpose of this research is to know the legal arrangement about certain time work agreement, due to certain time working agreement law, and legal protection to workers who are bound in certain time working agreement in PT. Infomedia Nusantara. The type of research used is empirical method, descriptive research, while data analysis in this study using qualitative methods. Based on the provisions of Article 56 paragraph (2) of Law Number 13 Year 2003 concerning Manpower referred to as certain time agreement (CTA) constitutes an employment agreement between workers or workers and employers to establish a working relationship within a certain time or for certain workers. As a result of the law of a certain time labor agreement regulates if either party terminates the employment relationship before the expiration of the period specified in a specified working period, the party terminating the employment relationship is ultimately required to pay compensation to the other party for the wanprestation of that party. Legal protection of workers who are bound in certain time work agreement in PT. Infomedia Nusantara is based on the Law Number 13 of 2003 on Manpower, where the worker must be protected from permanent work, that is, the CTA if told to do work that is not his job, the status of CTA by law or by law is no longer into CTA, but has changed its status to Worker / Laborer of Uncertain time agreement (UCTA), whose meaning is regarded as an employee / permanent worker.

**Keywords:** *Legal Protection, Workers, Certain Time Agreements*

## 1. PRELIMINARY

Working relationships are formed as a result of an agreement between the employer and the recipient. The agreement is reached after both parties talk / negotiate on the agreement to be made and based on the will of both parties. The agreement then raises the rights and obligations between the two parties that make it. The agreement is the beginning of the creation of a work agreement that eventually gave birth to a working relationship.

It is always the current problem in the working relationship between the employer and the workforce that is by calling into a working agreement with the certain time agreements system (abbreviated as CTA). The increasing number of companies using the CTA system has generated a lot of protests from various parties, especially the workforce. This happens because there are many irregularities in the use of this CTA system that is irregularity to the material labor regulation of the Manpower Law.

The frequent deviations by companies are as an example of the period of labor or work period which has been set in Article 59 of the Manpower Law which states that the CTA for the labor of the settlement contract in the not too long and the longest is 3 (three) years, certain time-based employment contracts may be held for a period of 2 (two) years and may be renewed only 1 (one) time for a maximum period of 1 (one) year. If the entrepreneur wishes to extend this particular CTA, not later than 7 (seven) days before the end of the Final Procedure has notified its intent in writing to the worker concerned.

In fact there are companies that make CTA once every three months, once every six months or once a year and it is done many times. At PT. Infomedia Nusantara consists of 589 employees who all use the CTA system once a year, resulting in a loss for the workforce that performs well.

Starting from the background, the author is interested to raise the issue of legal protection for the workers against the CTA by choosing the title

"Legal Protection for Workers in Certain time Agreement(CTA)" (Study at PT Infomedia Nusantara) ".

So it is expected to obtain useful answers and useful for the development of legal science, especially against legal protection for workers.

#### Formulation of the problem :

1. What are the legal arrangements for a certain time labor agreement in Indonesia?
2. How are the consequences of working time agreement law for casual workers?
3. How is the legal protection of the workforce that is bound in a certain time working agreement in PT. Infomedia Nusantara?

#### Research purposes

1. To know the legal arrangements concerning certain time agreement in Indonesia.
2. To know the legal consequences of a certain time labor agreement for casual workers.
3. To know the legal protection of workers who are bound in certain time work agreement in PT. Infomedia Nusantara.

## 2. RESEARCH METHODS

This research uses empirical legal research method, which is a legal research method that serves to see the law in the real sense and examines how the law works in the community.

Because in this study to examine people in living relationships in society then the method of empirical legal research can be regarded as research sociological law.

Sociological or Empirical Legal Research is a method of research conducted to obtain primary data and find the truth by using the method of inductive thinking and criteria of the truth of the correspondent as well as the facts used.

This research uses data analysis method with qualitative method, qualitative method is done by analyzing data covering legislation, documents, literature books, and other literature related to the process of implementing legal protection against CTA in PT. Infomedia Nusantara, then do the collection and compilation of data systematically and describe it with a regular sentence so that it can be drawn a conclusion.

### Labor

The position of manpower can essentially be viewed from two aspects, namely from the juridical side and from the socioeconomic point of view. From the socioeconomic point of view,

labor requires legal protection from the state of the possibility of arbitrary action by employers.<sup>1</sup>

Forms of protection provided by the government is to make regulations that bind labor and employers, conduct coaching, and implement the process of industrial relations. "Industrial relations is basically a process of communication, consultation and negotiation and sustained by the ability and commitment of all elements in the company."<sup>2</sup>

Judicially based on Article 27 of the 1945 Constitution of the State of the Republic of Indonesia (hereinafter referred to as the 1945 Constitution of the Republic of Indonesia) the status of the labor force is equal to the employer, but the socioeconomic position of the two is not the same, where the employer's position is higher than the workforce. This low position in the working relationship results in a correlated relationship, leading to the tendency of employers to abuse arbitrary employment.

### Certain time agreements

A covenant is an event in which a person promises to another or where the two men promise to do something. In employment requires an employment agreement, namely an agreement between the workforce and the employer or the employer contains the terms of employment, rights and obligations of the parties. CTA is an agreement between the employee and the employer to establish a working relationship within a certain time or for a certain workforce.<sup>3</sup>

The existence of the employment agreement also serves as a legal protection available to the CTA for the parties binding themselves in the employment agreement clause. But sometimes the letter of employment agreement is not so considered for one party in a working relationship.

Because one party is not very familiar with the rule of law in force. So then the letter of employment agreement only as a formality to qualify for work. Whereas in it regulate the important thing concerning rights and obligations.

## 3. DISCUSSION

### Legal arrangements concerning certain time agreement

<sup>1</sup> Asri Wijayanti, *Labor Law Post Reformation*, Sinar Grafika, Jakarta, 2009, page 8

<sup>2</sup> Adrian Sutedi, *Labor Law*, Sinar Grafika, Jakarta, 2009, page 23.

<sup>3</sup> R. Joni Bambang, *Labor Law*, Loyal Pustaka, Bandung, 2013, page 112

Subject to the provisions of Article 1 paragraph (1) of the Act No.13 of 2003 on Manpower referred to as the employment agreement is an agreement between the worker and the employer or the employer which contains the terms of employment, rights and obligations of the parties.

Basically the work agreement is only done by two parties employers or employers with labor. As to what matters are agreed, it is left entirely to both parties between employers or employers and workers.

If one of the parties does not approve it then the provisions will not occur work agreement, because the rules of the implementation of the employment agreement will be well established if the two parties fully agree without any coercion.

Work agreements may be made either in writing or orally. Work agreements made in writing or verbally shall be carried out in accordance with the laws and regulations.

Iman Soepomo gave his opinion on the employment agreement, that:

Basically, the employment relationship is the employment and employer relationship occurs after an employment agreement is established between the employee and the employer where the employee declares his ability to work for the employer by receiving wages and where the employer declares his ability to hire labor by paying wages.<sup>4</sup>

The term of the Employment Agreement states that this Agreement concerning employment, in which the Employment Agreement arises between the parties to work, is different from the labor agreements which do not impose the right to and the obligation to perform the work but contains the conditions of labor, it is appropriate that Wirjono Prodjodikoro uses the term labor to refer to the terms of the Employment Agreement, whereas for the Employment Agreement he uses the term "labor agreement" with R. Subekti also improperly uses the term labor agreement for the Employment Agreement while the labor agreement gives him the name of the collective labor agreement.

Based on those mentioned by the experts mentioned above shows that the position of the employers / employers and workers are under the employer is not the same and balanced under, if using Article 1313 of the Civil Code, the definition of the agreement is an act whereby a person or more binds to others to do something.

The main elements contained under the Act No.13 of 2003 on Manpower namely:

- a) Agreement;
- b) Between labor and employers / employers;
- c) Contain the terms of employment, rights and obligations of the parties.

### **THE CONSEQUENCES OF CERTAIN TIME PARTICULAR AGREEMENTS FOR WORKERS**

#### **Default Sanctions In Certain Time Agreements**

Legal relationship is a relationship that gives rise to legal consequences guaranteed by law or law. If either party does not fulfill the rights and obligations voluntarily then either party may prosecute through the courts. An agreement agreed upon by the parties has a legal relationship to which both parties must adhere.

The provision of Article 62 of Law No.13 of 2003 concerning Manpower stipulates that if either party terminates the employment relationship before the expiration of the period stipulated in the CTA, or the termination of employment relationship not due to the provision as referred to in Article 61 paragraph (1) termination of the employment relationship is basically required to pay compensation to the other party for the wanprestation of that party in the employment agreement, by paying the wage for the labor of the wage of labor until the expiry of the term of the employment agreement.

There is the opinion of Van der Griten as quoted by Iman Soepomo. Van der Griten argues that:

Neither party has the authority to unilaterally make changes in the employment agreement. The only sanction against this unilateral action is the authority of the other party to terminate its employment with a termination statement.<sup>5</sup>

Iman Soepomo argues that the opinion is contrary to the principle of wanting to protect the workforce. Workers who are harmed by such unilateral alterations should be able to sue in court for the amendment to be canceled. The jurisdiction of each agreement is changed without agreement of both parties, the other party may demand that the wrongdoing should be removed, made no mistake, that is to be corrected.

The correction may be a cancellation of wrong action or in the form of a compensation payment. Especially in labor law, where there is a principle to protect labor. Giving an alternative to

<sup>4</sup>Iman Soepomo, *Introduction to Labor Law, Djambatan Revised Edition, Jakarta, 2003, page 70..*

<sup>5</sup>Iman Soepomo, *Labor Law Part One Employment Relationship, Directorate of Equipment of Armaged, Djakarta, 1968, page 82.*

the workforce terminating the employment relationship and allowing the wrong action to continue or to continue to work and to submit to the wrongdoing, means to ratify the action that is not permitted.

The opinion that the regulation concerning the extension and renewal of CTA which does not meet the requirements set forth in Article 59 of Law No. 5/1999. 13 of 2003 is more profitable to employers than to labor, as Van der Griten and Iman Soepomo argue, because the laborers dealing with claiming their rights in the courts seem like establishing a wet thread is impossible to get attention. It is different if, as a result of unmet conditions in the extension of a work agreement or renewal of the employment agreement, by law of the CTA into UCTA.

For the important workforce is not a compensation that can only be enjoyed for a moment, but the sustainability of the work. Sustainability of work is a signal that the workforce can support themselves and their families for a long time. What if the employment agreement is held an extension along with the renewal and held repeatedly.

#### **Legal Protection Against Workers In Certain Time Agreement at PT. Infomedia Nusantara**

In general, the implementation of legal protection against labor has been regulated in the Manpower Act, but lately in the community there are many concerns about workers who do work by using a certain time system or contract system. The restlessness of the society arises because in reality there is a very striking welfare difference received by the workforce with a contract system when compared to a permanent workforce.

The reality is now in the middle of the unrest of the community, it is many companies that have a tendency to use the labor with the contract system, one of which is PT. Infomedia Nusantara which performs such a contracting system through a third party or known as a provider of labor services. So a company that needs a new workforce to work in the company can ask the employers to find the workforce according to the criteria they want.

The Manpower Act and its implementing regulations have been regulated by various labor protections, including those employed by the CTA. Based on this, PT. Infomedia Nusantara in hiring its employees has made a bond with the form of CTA, the circumstances can certainly lead to irregularities in the implementation of protection for workers in the implementation of CTA, especially concerning work that may be done by the workforce in CTA and the work agreement is found article which, : First Party (PT Infomedia

Nusantara) can move and place workforce from one work location to other work location as per requirement of PT. Infomedia Nusantara, so it could be PT. Infomedia Nusantara places the worker in the CTA in an unregulated or excluded part of the work subject which may be done by the worker in CTA as stipulated in Article 59 paragraph (1) of the Manpower Law, because the supervision is not done at any time by the responsible agency in manpower field as a supervisory institution in the field of manpower.

Jobs that may only be employed by labor migrants with the CTA system shall be further stipulated in the regulations on the implementation of the Manpower Law, namely the Decree of the Minister of Manpower and Transmigration No. 100 / Men / VI / 2004 on Implementation of Working Agreements of Certain Time.

Employment protection for laborers employed under the CTA system granted by the Manpower Act is very good or highly protected, whereby workers in the CTA, if required to perform work other than their employment, as provided for in Article 59 paragraph (1) of the Act Employment, their status by law or by law is no longer a worker in CTA, but has changed its status to UCTA labor, whose meaning is regarded as permanent labor.

#### **Protection of Wages**

Protection of the labor wage of PT. Infomedia Nusantara as referred to in Article 9 of the Certain time agreement which has been made, it is mentioned that the Second Party shall be entitled to a wage in return for the work which has been done for each month accompanied with benefits, benefits and others.

In the explanation of Article 88 paragraph (1) of the Manpower Law, it is explained that what is meant by income that fulfills a decent living is the amount of income or income of the worker / laborer from his work so as to be able to adequately fulfill the living necessities of the workers and his family which includes food and beverages, clothing, housing, education, health, recreation and old age benefits.

Based on this, the protection of the welfare of the workers has been described in the Manpower Act, where the wage provisions generally apply both to the workforce employed using the CTA and the workforce employed using UCTA.

The wage principle employed by the Manpower Act is:

a. The right to receive wages arises at the time of the employment relationship and ends when the employment relationship is broken;

- b. Employers should not discriminate wages for male and female laborers for the same type of work;
- c. Wages are not paid if the workforce does not do the work {Article 93 paragraph (1)};
- d. The wage component consists of basic wages and fixed allowances with a basic wage requirement of at least 75% of the total basic wages and fixed allowances (Article 94);
- e. The demand for payment of workers' wages and any payments arising from employment expires after having exceeded the period of 2 (two) years from the date of the right (Article 96).

In order to give more decent wages as stipulated in Article 88 paragraph (1) of the Manpower Law, the government shall stipulate the minimum wage as stipulated in Article 88 paragraph (3) and paragraph (4) of the Manpower Law. Against the minimum wage applied, the Manpower Act divides it, as set out in Article 89 paragraph (1) which reads: minimum wage as referred to in Article 88 paragraph (3) subparagraph a of the Manpower Law may consist of:

- a. Minimum wage by province or district / city;
- b. Minimum wage by sector in province or district / city. The further provisions on minimum wages are provided for in Article 1 paragraph (1) of Regulation of the Minister of Manpower No. Per-01 / Men / 1999 on Minimum Wage, defined as the minimum wage is the lowest monthly wage, consisting of basic wages and fixed allowances. .

Based on the two safeguards mentioned, it can be seen that the implementation of protection against labor CTA at PT. Infomedia Nusantara, if done in accordance with existing rules, there is adequate protection against labor CTA. It's just that in the implementation there are still obstacles caused by unclear rules on the application of the certain time agreements, so there is a deviation on the application on CTA.