

# Acceptance Mechanism of Unspecified Time Workers at PT. Surya Agro Persada based on Applicable Law

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## KEYWORDS

*Admission Mechanism,  
Unspecified Time Workers,  
Employment Law*

## ABSTRACT

If the worker has undergone a Certain Time Work Agreement (PKWT) 2 times and an extension of 1 time, on the basis of the evaluation of the worker who is assessed by his supervisor or the head of the department to be eligible, it can be proposed to become an Indefinite Time Work Agreement or in other terms, namely Permanent Workers. In this study, the author uses a type of research, namely empirical juridical, namely by collecting primary and secondary data in the library then continued with field research (field research) to collect primary data directly from the community. The results of this study concluded that the Indefinite Time Worker Acceptance Mechanism Applicants who apply for leadership positions can directly at PT. Surya Agro Persada which directly becomes PKWTT and Selection decision The decision by the direct supervisor or by the Human Resources Department on the decision to accept workers marks the end of the selection process. Decisions are usually submitted by phone, the company's official website or by e-mail. After the decision is received, the prospective workforce will be accepted as workers. The employment agreement is regulated in Law Number 13 of 2003 concerning employment. Article 1 number 14 work agreement as an agreement between labor workers and employers or employers who have work conditions, rights, and obligations of the parties. Indefinite Time Work Agreement (PKWTT) is an agreement between workers and employers, where the period is not specified either in the agreement, law or custom, or occurs legally due to the employer's violation of legal provisions.

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## INTRODUCTION

According to the 1945 Constitution Article 27 paragraph (2) says that every citizen has the right to work and a decent living for humanity Furthermore, according to Law No. 13 of 2003 concerning labor article 1 paragraph (2), labor is everyone who is able to do work to produce goods and / or services both to meet their own needs and for the community. and in article 1 paragraph (3), Worker / laborer is everyone who works by receiving wages or other forms of remuneration. Article 5 explains that every worker has equal opportunities without discrimination to obtain employment, and Article 6 explains that every worker / laborer has the right to equal treatment without discrimination from employers. (Sastrohadiwiryono & Martyrs, 2021)

Thus, the word decent livelihood is where the wages that must be received by workers for the services they sell must be in the form of reasonable wages. If you talk about wages, it means

that it is very closely related to money, the problem of money is an economic problem.(Permatasari & Princess, 2018; Ropikhin, 2010)

In today's era of economic development as we said above that "entrepreneurs are the driving forces of the economy in a country" it is time for workers together with their management to eliminate feelings that have a very bad influence on this behavior, workers and their management it is time to appear in society with pride in themselves as important human beings in the success of economic development, without a company, Without labor, the economic life of the community / state will definitely experience various difficulties, it is impossible to develop its life, economic stagnation will take place in every community, extractive goods are likely to be buried in an area, while in areas there is a scarcity of other goods.(Fardiansyah, N.D.; Son Mania, & Santosa, 2022)

Everyone in maintaining survival must carry out work, because without doing work that person will not earn a living to maintain his life. So with the description above it is clear that it will affect economic development. In economic development there must be development, or what is called the economic balance of two sectors. What is meant by the two-sector economy is the economy consisting of the household and company sectors. (Putro & Barida, 2017; SURYA, NURCANA, & ANTARA, 2020)(Guidance, 2014; Riyanto, Eriyatno, & Maulana, 2014)

So it is important that these companies exist for the economic development of society and the country. So it should be that both workers and their managers have a heart, proud to be able to work and strive as economic development whose value is so high for the development of life of society and the state. Without entrepreneurs, people will not be able to work or cannot get a job and vice versa without workers, entrepreneurs cannot manage / run their business properly. This means that the balance of employers and workers will improve the economic life of the country/society. Furthermore, between companies and workers cannot run independently, because companies will need workers and workers also need companies. But at least the company does not just accept labor, the quality of Human Resources (HR) is also an important calculation.(Muhammad, Septian, & Sofa, 2018; Sari & Noer, 2017)(Shazali, 2015; Widodo & Kartikasari, 2017)

Human Resource Planning (HR) is a function that must first be carried out in the organization. Manpower development as part of efforts to develop human resources directed at improving the essence, dignity and ability of humans as well as confidence in oneself. Manpower development is a comprehensive effort in all sectors and regions and is aimed at expanding employment. Quality and capability improvement and labor protection.

Sectoral and regional development always need to strive for the creation of the widest possible employment. Similarly, it is necessary to continue to improve measures in various sectors and regions in an integrated manner to foster and develop the workforce in accordance with development needs, among others through education and job training. Therefore, it is necessary to further improve integrated and comprehensive employment planning in order to prepare a national employment plan.

The rational use of human resources determines the growth rate of production and the growth rate of people's lives. The main task of planning the rational use of human resources is to ensure full employment opportunities for the labor force in accordance with the needs of the national economy.

The general criteria of rational distribution and effective use of human resources in the entire national economy is the optimal growth rate of production and the full satisfaction of the needs of society, i.e. the expenditure of human labor and the availability of employment opportunities for the labor force.

The specificity of human resource planning lies in the presence of skilled residents as important productive forces of society and consumers of the goods and services produced. Thus, between labor as a productive force and as consumers have a close relationship, which means that besides they need jobs, they must also be able to meet their needs. So population and human resources have a great influence on the relationship between consumption and investment in national development.

The use of human resources in Indonesia is characterized by the following:

- a. Human Resources are still an obstacle to national economic growth. With better labor productivity, work opportunities will decrease.
- b. There is a change in the source of labor force growth
- c. There are significant changes in the composition of the profession and the qualifications of the workforce.
- d. Stronger distribution of labor between regions,

The use of human resources in national development today requires a mechanism that provides economic impetus for the workforce to work in the necessary regions and sectors.

One of the characteristics of the advanced change of the composition of a professional and qualified workforce is the reduction in the number of professions with which specialists are narrow. The effective use of labor depends a lot on the correct selection of the profession. Technological progress is associated with one of the important changes in the structure of the workforce is to result in the growth in the production of the number of specialized personnel.

In the relationship between workers and employers, the position of workers is always subordinative to employers. This occurs due to the imbalance of economic power which ultimately gives rise to the imbalance of political power inherent in workers and employers. "The sociology of workers is not free" as a person who has no other means of life than his energy, he is forced to work for others. It is this employer who basically determines those terms of employment.

Workers who have been declared graduated and accepted as workers through the Certain Time Work Agreement (PKWT) system. If the worker has undergone a Certain Time Work Agreement (PKWT) 2 times and an extension of 1 time, on the basis of the evaluation of the worker who is assessed by his supervisor or the head of the department to be eligible, it can be proposed to become an Indefinite Time Work Agreement (PKWTT) or in other terms, namely Permanent Workers. But this is very inversely proportional to the acceptance of workers with certain positions who have knowledge, skills and abilities (Knowledge, skills and abilities) because these workers do not want to be accepted following a Certain Time Work Agreement (PKWT). But if the acceptance of workers with certain positions is forced not through a Certain Time Work Agreement (PKWT) or in other terms through the mechanism of an Indefinite Time Work Agreement (PKWTT) or in other terms Permanent Workers, it will conflict with the Collective Labor Agreement that has been made between employers and Trade Unions.

## **METHOD**

In this study, the author uses a type of research, namely empirical juridical, namely by collecting primary and secondary data in the library then continued with field research (field research) to collect primary data directly from the community. The data sources used in this study are primary data and secondary data and tertiary data.

Primary data sources are obtained from field research (field research) using complete and comprehensive interview methods against secondary data obtained directly from the first source.

Secondary data sources include official documents, books, research results in the form of reports, and so on. Secondary data in this study was obtained from the study of documents or literature, namely in the form of binding legal materials. In other words, document study is the activity of collecting and examining and tracing documents, documents or literature that can provide information or information needed by researchers. Data analysis is carried out in a qualitative descriptive manner which in the end will be drawn a conclusion. Drawing conclusions is part of the whole configuration activity. Conclusions were also verified during the study to facilitate understanding of data analysis methods.

## **RESULTS AND DISCUSSION**

### **Indefinite Time Worker Acceptance Mechanism (PKWTT) at PT. Surya Agro Persada.**

The mechanism for accepting workers is uncertain at PT. Agro Surya Persada. Job Application Acceptance The first stage conducts the selection of admissions and screening of applications. Preliminary screening is carried out to reduce applicants who do not meet the standards applied by the company. Such as conducting administrative selection for prospective workers. Implementation of the ability test At this stage, the test is carried out after screening the application letter and the necessary administrative requirements. The acceptance test is a process to find data on prospective workers that is adjusted to the specifications of the position or job to be held. The recruitment method used is an external method or an open method, with the selection stages consisting of:

#### **For non-experience job candidates**

##### **Job Application Acceptance**

Companies make job announcements and accept applications, usually the time of receiving job applications is 2 weeks after the job vacancy is announced.

##### **Administrative selection.**

The aim of conducting selection as a preliminary screening is carried out to reduce applicants who are not in accordance with the standards set by the company.

##### **Ability test organizer**

At this stage, this test is carried out after screening the application letter and the necessary administrative requirements. This type of test is usually done in writing.

##### **Interview**

The interview used at this stage is only to know and understand the prospective workforce.

##### **Check references**

Background examination of social status, background activities during school or college and others.

##### **Health Test (Medical evaluation)**

A person's health test is very important for all types of work, because besides being able to affect productivity, it is also related to the costs that will be incurred by the company for company maintenance. This test can be done by asking applicants several questions that can indicate a general health condition, for example whether the applicant has a serious illness, what complaints are most often experienced, how many times on average in a month visit a doctor or hospital. A more accurate test can be carried out at a doctor or hospital appointed by the company.

##### **Selection Decision**

A decision by the immediate supervisor or by the Human Resources Department is a decision on recruitment of manpower that marks the end of the selection process. Decisions are usually communicated by telephone, the company's official website or by e-mail. After the decision is received, the prospective workforce will be accepted as workers.

#### **For prospective job experience (Knowledge, skill and ability)**

##### **Acceptance of job applications**

Companies make job announcements and accept applications, usually the time of receiving job applications is 2 weeks after the job vacancy is announced.

##### **File verification**

Almost the same as file selection, but in this stage verification is more about adjusting work experience letters and personal data of prospective workers.

##### **Interview**

In this stage, 90% discuss problems and countermeasures related to work experience and previous positions or positions to be applied.

##### **Check references**

This selection stage is the examination of prospective employees and examination or checking the correctness of the information provided by prospective workers. Background checks can be in the form of a history of work development, background of activities in social life.

##### **Selection decision**

A decision by the immediate supervisor or by the Human Resources Department is a decision on recruitment of manpower that marks the end of the selection process. Decisions are usually submitted by phone, the company's official website or by e-mail. After the decision is received, the prospective worker is declared accepted or not as a worker.

The forms of admission tests are: Physical test is a process to test the physical abilities of applicants, for example (hearing, vision, color blindness or not), Academic (knowledge) test is the process of testing the skills possessed by applicants in accordance with the needs of the position to be filled, Psychology test is the process of testing the intelligence, talent, achievement, interests and personality of applicants.

The types of psychological tests are:

The intelligence test is to test the applicant's mental personality in terms of logical overall thinking.

The Ribadian test tests the applicant's mental personality in terms of willingness to work together, leadership traits, honesty, and other personality elements needed by the company.

Aptitude test is to test and measure the potential mental ability (IQ) of applicants whether they have the ability to be developed in the future.

The interest test is to test what type of work the applicant likes the most and measure whether the applicant is suitable and enthusiastic about doing the job that will be given to him.

Achievement test is to test and measure whether applicants are able to excel in doing the work given to them.

Results of Interview with Mrs. Rolestari Workers conducting the interview test is the most conducted by PT. Agro Persada, even more often done than written tests, so it is very rare to find a company that does not use interviews as a test tool. Furthermore, the results showed that companies use interviews as the main selection tool. This large number of uses may be due to interviews can be used for all types of jobs such as unskilled, managerial and professional workers.

Checking References Background checks and checking the correctness of information submitted by applicants need to be carried out, background checks can pay for the history of job development, background activities in social life, background activities while still in college or studying and others.

This needs to be done because a bad background related to these aspects can affect performance.

There are 2 (two) forms in checking references, namely:

Personal references are usually given by family and closest friends either designated by the applicant himself or requested by the company.

These employment references include the applicant's background and work experience. Many personnel specialists are skeptical of such references because in reality it is very rare to get the correct references.

A person's health test is very important for all types of work, because besides being able to affect productivity, it is also related to the costs that will be incurred by the company for company maintenance. This test can be done by asking applicants several questions that can indicate a general health condition, for example whether the applicant has a serious illness, what complaints are most often experienced, how many times on average in a month visit a doctor or hospital. A more accurate test can be carried out at a doctor or hospital appointed by the company.

Selection decision by Agus Wijaya Senior HRD Manager of PT. Surya Agro Persada's direct supervisor or by the Human Resources Department is a decision to accept manpower that marks the end of the selection process. Decisions are usually submitted by phone, the company's official website or by e-mail. After the decision is received, the prospective workforce will be accepted as workers.

According to Prof. Iman Supomo, SH An employment agreement is an agreement, in which one party (laborer) binds himself to work to receive wages to another employer who binds himself to be employed by the worker by paying wages. The existence of an understanding of the agreement, it can be concluded that the position between the parties to the agreement is equal

and balanced, in the case of an agreement, there is no 1 (one) binding regulation on the form of agreement, because it is guaranteed by the principle of freedom of contract, which is a principle that states that everyone can basically make a contract agreement containing various kinds of agreements as long as they do not conflict with the law, decency, and public order.

The legal terms of the employment agreement in Article 52 paragraph 1 of Law Number 13 of 2003 concerning employment are as follows. a. Agreement of both parties b. Ability or ability to carry out legal acts c. the existence of agreed work d. The work agreed is not contrary to public order, decency, and the prevailing laws and regulations.

An agreement is considered valid if the agreement has fulfilled the conditions specified by law. According to the Civil Code, namely Article 1320 of the Civil Code, it is determined that for the validity of the agreement four conditions are needed, namely:

Agree those who bind themselves (*de toestemming*); in the form of a standard agreement that has been made by PT. Agro Surya Persada balanko indefinite work agreement signed by workers and companies represented by the HRD manager of PT. Persada Solar Agro.

Ability to make a covenant (*de bekwaamheid*); companies that make employment agreements between companies PT. Agro Surya Persada and workers who already have the age of 21 years civilly.

Regarding a particular thing (*een bepaald onderwerp*); an indefinite time agreement is given for employment at PT. Surya agro persada for leaders in the company.

A lawful cause (*eene geoorloofde*). The work agreement between both parties between PT. Agro Surya Persada and Workers are not prohibited by law and do not contradict public decency and order.

These first two conditions are called subjective conditions, because they are both about the subject or person entering into the agreement. While the latter two conditions are called objective conditions, because they are about the object of the agreement. In the case of objective and subjective conditions mentioned above and if one of these conditions is not fulfilled it will have legal consequences on the agreement itself, if the objective conditions are not met, then the agreement becomes void, meaning by itself or *nietig verklaard* or null and void which means that the agreement seems to have never existed, So from the beginning juridically there was never an engagement.

Meanwhile, if the subjective conditions (agreement and competence) are not met, then the agreement can be canceled. In Dutch it is called *vernietiging* or in English it is called voidable, meaning that if the subjective conditions are not met, then one of the parties to the agreement has the right to ask the Judge to cancel the agreement. After the application for cancellation of the agreement, and decided by the Judge and having permanent legal force, then the agreement is declared void.

The employment agreement is regulated in Law Number 13 of 2003 concerning employment. Article 1 number 14 work agreement as an agreement between labor workers and employers or employers who have work conditions, rights, and obligations of the parties. Indefinite Time Work Agreement (PKWTT) is an agreement between workers and employers, where the period is not specified either in the agreement, law or custom, or occurs legally due to the employer's violation of legal provisions. Certain working time agreements are hereinafter PKWT.

A certain time employment agreement must be made expressly stating the period of validity of the agreement when a particular employee has been completed. According to Kepmen No.100 of 2004, a certain time agreement, labor workers' work agreements with employers to enter into employment relations within a certain time or for certain workers. An employment agreement for indefinite may require a probationary period of work of up to 3 months. During the probationary period, employers are prohibited from paying wages below the prevailing minimum wage.

In Article 57 paragraph (2) of the Law on Employment Peace, no probation period may be held, so the agreement is considered to have never existed or in other words null and void. Thus, if the termination of the employment relationship on a certain time employment agreement is due to probationary reasons, the employer is considered to terminate the employment relationship before the expiration of the employment agreement. Therefore, employers may be

penalized to pay compensation for losses to workers in the amount of wages until the expiration of the term of the employment agreement. Therefore, employers may be penalized to pay compensation to workers in the amount of wages until the expiration of the employment agreement.

A certain time work agreement cannot be held for permanent work, but a certain time agreement can only be made for certain experiments that contain the type and type or activity of work to be completed within a certain time article 59 paragraphs (2) and 3 which are as follows:

1. Once-completed work or temporary work
2. Work whose completion is expected to be in the not too distant future and at most three years.
3. Work that is seasonal.

Work related to new products, new activities, or additional products that are still under trial or exploration.

Based on Article 61 of Law Number 13 of 2003 concerning manpower, the termination of the employment agreement if the worker dies, the expiration of the term of the work agreement, the existence of a court decision or decision or determination of an industrial relations settlement institution that has permanent legal force.

In certain jobs that change both in time and volume of work and wages are paid on the basis of the presence of workers / laborers, freelance daily work agreements can be made on the condition that the worker / laborer works less than 21 days in 1 month. In the case of workers/laborers of 21 days or more for 3 consecutive months or more, the daily work agreement becomes invalid and the employment relationship changes based on an indefinite work agreement (PKWTT). Employers who employ labor workers in certain jobs on a freelance daily basis, must make a freelance daily agreement in writing.

The freelance daily work agreement must be made in writing, can be a list of workers / laborers who do work and at least contain:

- a) Name/address of the company that members work for;
- b) Name/address of worker/laborer;
- c) Type of work performed;
- d) The amount of wages;

In PKWT, there is no requirement for a probationary period of work. In the event that a probationary period of employment is required, the required probationary period of employment is null and void and the period of service is still calculated. Labor rights in Law No. 13 of 2003 concerning manpower are as follows:

- a) The right to a decent wage
- b) Alimony entitlement
- c) The right to rest and leave
- d) The right to enjoy holidays and overtime pay
- e) The right to freedom of association
- f) The right to worship
- g) Right to strike
- h) The right to occupational health and safety
- i) Right of equal treatment
- j) The right to severance pay if laid off
- k) Employee Obligations
- l) Carry out work duties as well as described.
- m) Carrying out one's own work, it cannot be replaced by another person without the permission of the employer.
- n) Metaobey the rules in carrying out work.
- o) Obey the rules of order and procedures that apply at the employer's home if the worker lives there.
- p) Carry out their duties and obligations properly.

Rights and obligations of PT. Surya Agro Persada with labor has been agreed and has been stipulated in the contract agreement of each party is obliged to provide work and wages to workers and workers are obliged to carry out the agreed work that has been determined by PT. Surya Agro Persada rewards that must be billed by workers to the company. In addition, the content of the indefinite time work agreement also regulates other obligation rights that have been agreed upon by each party which have been contained in the clause of a certain time work agreement referring to the provisions of the law.

### **Constraints and obstacles as well as efforts made to overcome obstacles and obstacles in the implementation of the recruitment of these workers.**

Obstacles to legal factors that will be enforced in no sanctions, only legal consequences arising in the company PT. Agro Multi Persada and multiinterpreted. According to Hans Kelsen, when talking about legal effectiveness, we also talk about legal validity. Legal validity means that legal norms are binding, people must act as required by legal norms, people must obey and apply legal norms.

Speaking of legal effectiveness means talking about the workings of the law in regulating and/or forcing citizens to obey the law. Legal effectiveness means reviewing legal rules. In legal theories, it is found that a Regional Regulation or Legislation is considered good if the legal rules meet three elements, namely: apply juridically if the determination is based on higher rules, apply sociologically if the rules apply because of recognition from the community, and apply philosophically if they are in accordance with the ideals of law as the highest positive legal value. But if the rule of law applies only juridically, then there is a possibility that it is a rule of death. If the rule of law applies only sociologically, then in the theory of power, then the rule becomes a rule of coercion. If only the rules of philosophical law apply, then they are only aspired rules (iuscostituendum)

### **Factors of legal effectiveness**

Lack of socialization of the rule of law to existing labor laws both in the environment of workers, the community and the Company. The lack of supervision, the existence of duties other than supervisory duties, setting supervisory schedules. In Articles 56-59 of Law Number 13 of 2003 concerning manpower, which is divided into two, namely a certain time agreement and a certain time agreement agreement that is a solution made by the government to accommodate or mediate between the needs of workers and employers. According to Soerjono Soekamto, conceptually the core and meaning of law enforcement lies in the activity of harmonizing the relationship of values described in solid rules and attitudes of action as a series of final stage value elaboration.

Factors that affect legal effectiveness according to Prof. Dr. Soerjono Soekamto, SH. MA includes:

### **Its own legal factors**

On a certain time employment agreement at PT. Agro Surya Persada for wholesale workers a certain time agreement is not registered with the manpower office because it ranges with article 59 of Law Number 13 of 2003 concerning Manpower. Sanctions that do not exist in laws and regulations other issues arising from laws and regulations. Because the Law serves for justice, certainty, and expediency. Legal certainty is concrete, tangible while justice is abstract so that when a judge decides a case, there are times when the value of justice is not achieved.

### **Law Enforcement Factors**

In conducting supervision in order to achieve fair law enforcement, there are 3 (three) factors that influence it, the rule of law to be enforced, law enforcement actors and the social environment where the law applies. Lack of supervision by the Manpower and Transmigration Office regarding the acceptance of workers in companies to check once a year or every six months. Direct and overall supervision by requesting data from the company. The implementation of the supervisory manpower office examines work agreements between companies and workers related to the mechanism of certain time work agreements and indefinite time work agreements. This factor includes parties who form or apply the law or law enforcement. Those parts of law



enforcement are law enforcement apparatuses that are able to provide certainty, justice and legal expediency professionally. Law enforcement in carrying out their role cannot do as they please, they must also pay attention to ethics that apply within the scope of their profession.

If supporting facilities are not met, it is impossible for law enforcement to run smoothly without adequate facilities.

### **Community Factors**

Workers and the surrounding community do not understand the work agreement correctly, these workers only know that the existing habits must indeed be contracted in advance for three months and six months so that workers are in accordance with existing provisions. Law enforcement comes from the community and aims to achieve peace within the society. Indonesian society has opinions about law very varied, namely law is defined as science, discipline, norms or rules, legal system, officers or officials, ruling decisions, government processes, orderly behavior, interweaving values, and art. As other workers, they understand correctly about the work agreement stipulated in the laws and regulations, but the difficulty of getting a job and the necessities of life that must be met by this worker accept work in any form provided by the company even though the work agreement is not allowed by law.

### **Cultural Factors**

Law includes structure, substance and culture. structure that includes containers or forms, culture basically includes the values that underlie applicable law. The values that play a role in law are the value of order and tranquility, physical and spiritual values, the value of permanence and the value of novelty / inovatism.

In the opinion of Soerjono Soekamto and Purnadi Purbacaraka, the policies of laws and regulations apply well and effectively in society if:

### **Juridical Basis**

Hans Kelsen argued that every rule of law must be based on a higher level of rule. W. Zevenbergen argued that every rule of law must meet the conditions of its formation.

Logemann, the rule of law is binding when it shows the relationship of necessity (coercive relationship) between a condition and its effect.

### **Sociological Basis**

The theory of power (machttheorie) sociologically legal rules apply because of the coercion of the ruler, regardless of whether accepted or not accepted by society. Theory of Recognition (Annerkennungstheorie) the rule of law applies based on the acceptance of the society in which the law applies.

### **Philosophical basis.**

Every society always has a rechtsidee that is what they expect from the law, for example to ensure justice, order, welfare and so on. Law is expected to reflect the value system both as a means of protecting values and as a means of realizing them in community behavior.

## **CONCLUSION**

From the description that the author discussed in the previous chapter, the author draws several conclusions, namely: Indefinite Time Worker Acceptance Mechanism (PKWTT) Applicants who apply for leadership positions can directly at PT. Surya Agro Persada which directly becomes PKWTT and Selection decision The decision by the direct supervisor or by the Human Resources Department on the decision to accept workers marks the end of the selection process. Decisions are usually submitted by phone, the company's official website or by e-mail. After the decision is received, the prospective workforce will be accepted as workers. The employment agreement is regulated in Law Number 13 of 2003 concerning employment. Article 1 number 14 work agreement as an agreement between labor workers and employers or employers who have work conditions, rights, and obligations of the parties. Indefinite Time Work Agreement (PKWTT) is an agreement between workers and employers, where the period is not specified either in the agreement, law or custom, or occurs legally due to the employer's violation of legal provisions.

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