ABSTRACT

Legal protection is always related to government power and economic power, concerning government power, the legal protection for the people (those who are governed) against the government (those who govern). About the people, in Article 1, paragraph 3 of Law Number 13 of 2003 concerning employment, a worker or labourer is any person who works and receives wages in other forms. Workers are workers who work for employers and receive wages. The work agreement is divided into two: a specified time work agreement and an unspecified time work agreement. A contract worker works based on a work agreement for a certain time (PKWT), namely a work agreement between employers and workers to enter into a working relationship for a certain time or a certain job. Suppose in the employment agreement, the employer makes Termination of Employment (PHK), namely terminating the employment relationship because of a certain matter which results in the end of the rights and obligations of the worker. In that case, carrying out legal protection for the worker/labourer is very important. The author here will discuss issues regarding protecting the rights of contract workers who are laid off from companies and how legal remedies can be taken by contract workers who are laid off before the contract period ends. The purpose of the author, especially in the field of labour, is to prevent arbitrary termination of employment and to analyze the rights of contract workers who have been subject to Termination of Employment (PHK) before the contract period ends. The research method used is a problem approach through a statute approach and a conceptual approach. The results of the writing discussed by the author are that the party that terminates the employment relationship is required to pay compensation to the other party in the amount of the worker's salary until the expiration of the work agreement period.

Keywords: Legal Protection; Contract Labor; Exceeding a certain time

INTRODUCTION

The workforce is every man or woman who is currently in and will do work, both inside and outside, to produce goods or services to meet the community's needs. 1 According to Halim, a workforce is a workforce that works at or for the company, wages are paid by the company and legally enter into a working relationship with the company either for a specified time or for an indefinite period. Competition in the business world between companies makes companies have to concentrate on a series of processes or activities for creating products and services related to their main competencies. Concentration on the main competencies of the company will produce several products and services that have quality and competitiveness in the market. The company's climate is getting tighter, making companies try to make production cost-efficient. One solution is the emergence of a service supervisor system, where with this system, companies can save expenses in financing Human Resources who work in the company concerned. The
practice of Fixed Time Work Agreements or service supervisor work agreements is a manifestation of the flexible labour market policy requested by the Indonesian government by the IMF, World Bank and ILO as a condition for providing assistance to deal with the 1997 economic crisis.

The agreement with the IMF became the basic reference for preparing a series of policies and regulations for improving the investment climate and workforce flexibility. In Indonesia, national development relies heavily on the employment sector. If the quality and quantity of human resources decline in the employment sector, it will greatly impact the sustainability of national development. Moreover, the quantity of human resources increases. In practice, workers contribute as actors to development goals. The significant development of Indonesian society has caused the total number of people ready to work to grow rapidly but not followed by adequate employment opportunities, so many prospective workers still need to be found. Based on these facts in Indonesia, there is currently a gap between Indonesia's population explosion which is increasing and the lack of existing jobs. At this time there are many layoffs experienced by workers at the company where they work. This problem causes much unemployment in Indonesia. Cooperation is the most important interaction because humans cannot live alone without other people so they always need other people.

Cooperation can occur when the individuals concerned have the same interests and are aware to work together to achieve their interests. Labour is the main capital and the implementation of Pancasila community development. The most important goal of community development is the welfare of the people, including the workforce. The workforce as development implementers must have their rights guaranteed, their obligations regulated, and their effectiveness developed. According to the provisions of Article 1 number 1 Law Number 13 of 2003 concerning employment, employment is everything related to the workforce before, during and after the completion of the employment relationship. Labour is an object, namely everyone who is able to do work to produce goods or services, for their own needs and for others. 13 of 2003 does not mention the form of the work agreement, as well as the term of work. Article 1 number 14 of Law Number 13 of 2003 states that an employment relationship between an employer and a worker is based on a work agreement with elements of work, wages and orders. Legal subjects related to work agreements are workers and employers. Today, employment issues are very diverse because the working relationship between employers and workers only sometimes works in harmony. «Employment issues contain economic, social employment and socio-political dimensions. Therefore, legal protection for workers is divided into two types: preventive legal protection and repressive protection. »The incident of terminating an employment relationship often creates problems that are not easily resolved, both regarding the termination of the relationship itself and mainly the legal consequences of terminating the employment relationship. law, and layoffs based on court decisions.»7 When workers start to enter the world of work, they sometimes workers always get problems, including layoffs during the duration of the contract, sometimes novice workers do not understand the problem, and sometimes employers go around doing layoffs in the employment of contract workers, which includes a Fixed Time Work Agreement.
RESEARCH METHOD

The specification in this study is descriptive analysis, namely by describing in a systematic, factual, accurate way an object that is determined to find the properties, characteristics and certain factors, starting from the general factors and theories that are published on the data obtained to answer the problem, and then analyzed in the form of a research report.

RESULTS AND DISCUSSION

Legal protection is the protection of dignity and the recognition of human rights owned by legal subjects based on legal provisions of arbitrariness or as a collection of rules or rules that can protect one thing from another. In Indonesia, the legal protection referred to is always based on Pancasila as an ideal foundation, even though its formulation uses Western ideas whose concept emphasizes the protection of human rights. Thus, in simple terms, the concept of legal protection for workers in Indonesia still rests on protecting the dignity of workers. In the relationship of workers or workers with employers or employers, legally the relationship is free because of the principles of our country that no one may be enslaved or enslaved. All forms and types of slavery, stretching, and servitude is prohibited. However, sociologically the labourer or worker has no other means of life other than his energy and is sometimes forced to accept a working relationship with an employer or entrepreneur even though it is burdensome for the worker or worker himself; moreover, at this time with the large number of workers who are not proportional to the available jobs. As a result, workers or labourers are often extorted by employers or entrepreneurs with relatively small wages. Therefore the government issued several laws and regulations to protect them as labourers or workers to protect them as weak parties from the power of employers or authorities to be placed in a proper position under human dignity.

Labour law has the objective of implementing social justice in the field of employment by protecting workers against the power of employers. This worker protection is carried out if regulations in the field of Manpower which require or force employers to act as stipulated in statutory regulations are properly implemented by the parties, especially employers. These laws and regulations are regulations in the form of orders or prohibitions and provide sanctions for violations of laws and regulations. Thus labour law can be both private law and public law. It is private because there is an employment relationship that is individual, for example in work agreements. At the same time, it is public because there is government interference in work relations, for example, determining wages, determining employment termination and so on.

In Article 1 Paragraph (2) of Law Number 13 of 2003 concerning Manpower, it is stated that the workforce is "everyone who can do work to produce goods and services both to meet their own needs and the needs of the community". The definition of Manpower according to this provision includes workers who work both inside and outside the employment relationship, with the main means of production in the production process being their power, both physical and mental Labor. The distinctive feature of the employment relationship mentioned above is working under the orders of others by receiving wages. Every worker/labourer has the right to earn an income that fulfils a decent living for humanity. In order to realize income that fulfils a
decent living for humanity, the government establishes a wage policy that protects workers/labourers. Wages policies that protect workers/labourers include:
1. Minimum wage;
2. Overtime pay;
3. Wages are absent from work due to absence;
4. Wages for being absent from work due to other activities outside of work;
5. Wages for exercising their right to rest;
6. The form and method of payment of wages;
7. Fines and deductions from wages;
8. Things that can be calculated with wages;
9. Proportional structure and scale of remuneration;
10. Wages for severance pay;
11. Wages for income tax calculation.

The minimum wage is directed at achieving the necessities of a decent life. The Governor determines the minimum wage by taking into account the recommendations from the Provincial Wage Council and/or Regents/Mayors. A Ministerial Decree regulates components and the implementation of the stages of achieving decent living needs. Entrepreneurs are prohibited from paying wages lower than the minimum wage. For entrepreneurs who are unable to pay the minimum wage, the procedure for deferral is regulated by a Ministerial Decree. The wage setting determined by agreement between the entrepreneur and the worker/labourer or trade union/labour union may not be lower than the wage stipulation stipulated by the applicable laws and regulations. Based on Law Number 13 of 2003 concerning Manpower, the purpose of setting the minimum wage is to increase the standard of living of workers in accordance with their minimum living needs, therefore the determination of the minimum wage is based on Decent Living Needs (KHL). The wages received by workers in most provinces are lower than the KHL. The price increase will increase the KHL and the minimum wage.

From a company perspective, wages are costs, which will then be passed on to consumers through prices. The UMP is usually used as a reference for setting workers' wages in the formal sector. Therefore an increase in UMP that is higher than worker productivity will be detrimental to companies because it can increase production costs. High production costs mean that output prices become uncompetitive, and the company will reduce its output. The decline in output will further reduce the use of labour production factors, especially for workers with low education. Other provisions relating to the minimum wage are seen from the arrangement of wages according to the minimum wage. "The minimum wage only applies to workers/labourers with a working period of less than 1 (one) year at the company concerned. Wages for workers/labourers with a working period of 1 (one) year or more are negotiated on a bipartite basis between the employer and the worker/labourer in the company concerned. One of the actual problems in employment today is the problem of implementing the minimum wage. This can be seen from the frequent demonstrations or strikes by workers who generally demand an increase in wages or their welfare. This happens because every company generally tries to get the maximum profit from its workers, and conversely, workers want to get the maximum wage from the employer as a reward for the services they provide. So between employers and workers, there is often conflict, where each party tries to fight for their respective interests. To prevent workers and
employers from prolonged conflicts, Law no. 13 of 2003 concerning Manpower has regulated Provincial, Regency/City minimum wages.

Based on field research conducted by the author, namely an interview with Mr Audi Hengki Anes as the Head of Industrial Relations & Workers' Welfare, he provided information that if there is a dispute between employers and workers, the workforce is required to report to the Provincial Manpower Office, then. The Provincial Manpower Office will follow up to clarify matters contrary to the law, which will issue an inspection note; an inspection note is a letter of reprimand so that the company carries out its obligations by the provisions.

Efforts made by the labour inspectorate if the company does not implement the minimum wage, namely giving an inspection note, giving a warning to the company up to 2 times, and summoning the relevant company to law enforcement through the process of inspection minutes. The Manpower Law contains strict criminal sanctions for companies that pay wages below the Minimum Wage, Article 185 paragraph (1) of Law No. 13 of 2003 concerning Manpower, namely imprisonment for a minimum of one year and a maximum of four years and a fine of at least Rp. 100,000,000 (one hundred million rupiahs) and a maximum of Rp. 400,000,000 (four hundred million rupiahs).

Once wages are so important in employment relations, policies governing wage matters must truly reflect fair wage conditions. For workers or wage earners who provide services to employers, wages are income used to meet all the needs of their life and that of their families. In addition, wages have a meaning as a driving force for the willingness to work. In Article 1 point 30 of the Manpower Law, it is stated that wages are: Workers' or labourers' rights received and expressed in the form of money as compensation from employers or employers to workers or labourers who are determined and paid according to a work agreement, agreements or laws and regulations including allowances for workers or labourers and their families for work or service that has been or is performed. The wage function in an employment relationship is expected to function as follows:

1. Rewards or services that have been performed;
2. Fulfilment of the main needs of workers in order to live a decent life from the results of the work done;
3. Realization of social justice;
4. This can lead to increased discipline;
5. Can increase work productivity;
6. It can provide a sense of security and certainty

The focus of this research is on temporary workers who work at PT. Sumi Riber Indonesia Karawang. One of the law's functions is to protect citizens, especially those in a weak position due to legal relations or unequal positions—Benefit and legal certainty to achieve community welfare. According to Dominikus Rato, in order for the law to be achieved, it is necessary to have legal rules that are firm, clear, not ambiguous, applied consistently, and maintained, which is called legal certainty. Therefore, several requirements must be met, namely:

1. the law cannot be retroactive;
2. legal decisions cannot be confused;
3. legal decisions must not discriminate between favouritism; and
4. social and political conditions must be stable and normal.
Everyone has the right to legal protection; according to Philipus M Hadjon, there are two kinds of legal protection for the people: preventive and repressive. In preventive legal protection, the people can submit objections or opinions before a government decision gets a definitive form. Thus, preventive legal protection aims to prevent disputes, while repressive law aims to resolve disputes.

In the context of upholding labour law, Labor Inspectors can carry out inspections on the implementation of laws and regulations in companies/workplaces and guidance for employers and workers/labourers, which is carried out by established inspection standards (preventive action). Meanwhile, legal action is carried out through an investigation process by Civil Servant Investigators (PPNS) for Labor against allegations of employment crimes committed by employers (as a repressive action) if the previous coaching actions were not heeded and carried out by employers. The relationship between PT Sumi Riber Indonesia and its employees is a working relationship. The working relationship is the relationship between workers and employers in which the relationship aims to show the position of the two parties, which describes the rights and obligations of workers towards employers and the rights and obligations of employers towards workers. Employment is a legal relationship carried out by at least two legal subjects regarding a job. Legal subjects who carry out work relations are entrepreneurs/employers and workers/labourers. Labour relations are the essence of industrial relations. Imam Soepomo in the book Indonesian Labor Law Dynamics and Theory Studies written by Agusmidah states that employment relations occur after an employment agreement has been made between the worker and the employer.

Article 1 point 14 of the Manpower Law explains that a working relationship is between the entrepreneur and the worker/labourer based on a work agreement with elements of work, wages and instructions. The employment relationship occurs because of a work agreement between the employer and the worker. Work agreements are made in writing or verbally. Applicable laws and regulations carry out work agreements required in writing. The work agreement is made based on.

1. Agreement of both parties
2. Ability or ability to carry out legal actions
3. There is work that was agreed upon
4. The work promised does not conflict with public order, decency and applicable laws and regulations.

If it is contrary to the agreement of both parties and the ability or ability to carry out legal actions, the work agreement can be cancelled. Whereas if it is contrary to the existence of the agreed work and the agreed work is contrary to public order, decency and applicable laws and regulations, the result is that the work agreement is null and void by law. All things that are needed for the implementation of making work agreements are carried out by and are the responsibility of the entrepreneur. The written agreement contains at least the following:

1. Name, company address and type of business
2. Name, gender, age and address of the worker
3. Position and type of work
4. Place of work
5. The number of wages and the method of payment
6. Working conditions that contain the rights and obligations of employers and workers
7. Starting and the period of validity of the work agreement
8. Place and date the agreement was made
9. Signatures of the parties

Provisions on the number of wages and working conditions may not conflict with the applicable laws and regulations. The work agreement is made in duplicate with the same legal force. The relation, in this case, is the working relationship between the notary and the workers. That workers are not just workers who help with notarization duties but can be seen as human beings with dignity and worth. In a working relationship between Notaries and Workers, they usually make a work agreement. The employment agreement has great benefits for the parties agreeing—that agreement. Work agreements between both parties must be obeyed properly to create calm work and guarantee certainty of rights and obligations for both workers and employers.

Imam Soepomo also put forward the definition of a work agreement in the Labor Law book Work Agreement is 88 "An agreement in which the first party, the worker, binds himself to work by receiving wages to the other party, the employer, who binds himself to employ the worker by paying wages" Definition Work agreements in Article 1 point 14 of the Manpower Law are agreements between workers/labourers and employers or employers which contain the terms of work, rights and obligations of the parties. The parties' position in the work agreement, namely between the worker or worker and the entrepreneur or employer, in carrying out a legal relationship needs to be equal and balanced. To bridge this gap, it is necessary to have protection from a third party to provide protection.

This unequal position is because workers only rely on the energy inherent in them to carry out work, so employers often regard workers as objects in work relations. Workers are considered as suppliers or customers who function to support the continuity of the company, not internal factors, as an integral part that makes the company. This results in employers being free to put pressure on workers/labourers because the employers/employers will determine the work terms in the work agreement. Therefore, there is government intervention to provide legal protection. Work agreements made in written form are required to work agreements for a certain time. Meanwhile, a work agreement for an unspecified time can be made verbally or in writing. By Article 54, paragraph (1) of the Manpower Law, a work agreement made in writing must contain at least the following:
1. Name, company address and type of business;
2. Name, gender, age and address of the worker/labourer;
3. Position or type of work;
4. place of work;
5. The number of wages and the method of payment;
6. Working conditions which contain the rights and obligations of employers and workers/labourers;
7. Start and period of validity of the work agreement;

Work agreements for an unspecified time, namely work agreements held for permanent jobs, are often not limited by a period or completion of a particular job. A fundamental difference lies in the period of time or the completion of certain jobs. A fundamental difference
lies in the working period between the work agreement for a certain time (PKWT) and the work agreement for an unspecified time (PKWTT). The work agreement for time (PKWT) cannot require a probationary period; if it is required in the work agreement, it is null and void. Work agreements are no longer than 3 (three) months; during the probationary period, employers are prohibited from paying wages below the applicable minimum. The work agreement between the entrepreneur and the worker/worker ends when:
1. Employee dies;
2. Expiration of the term of the employment agreement;
3. There is a court decision and a decision or determination of an industrial relations dispute resolution institution that has permanent legal force; or
4. There are certain circumstances or events that are included in the company's regulation work agreement or a joint work agreement that can lead to the termination of the relationship.

Work agreements for a certain time are made in writing and must use Indonesian and Latin letters by the provisions of Article 57 of Law No. 13 of 2003 concerning Manpower. The obligations of the entrepreneur with an indefinite time work agreement made verbally are regulated in Article 63 of Law No. 13 of 2003 concerning Manpower, namely:
1. If a work agreement for an indefinite period is made orally, the entrepreneur must make a letter of appointment for the worker/labour concerned.
2. The appointment letter, as referred to in paragraph (1), at least contains the following information:
   a. names and addresses of workers/labourers;
   b. work start date;
   c. type of work; and
   d. the number of wages.

State (government) interference in workforce matters is very important because, with this government intervention, labour law in employment relations will be fair for companies created by employers. According to the researcher's opinion, what is the obstacle to wage protection for companies in Sleman Regency is a separate task that must be completed and sought for a solution by the Sleman Regency Manpower Office, namely to provide and guarantee legal protection to temporary workers in all companies in the Regency. Karawang.

CONCLUSION
Occupational safety and health rights for casual daily workers at PT. Sumi Rubber Indonesia Karawang Right to Guarantee Health Care is intended to increase labour productivity so that they can carry out their duties and possible health efforts in the healing field. The right to death security for workers/labourers who die not as a result of a work accident will result in loss of income and will greatly affect the socio-economic life of the family left behind. However, this guarantee only applies to permanent or monthly workers with occupational safety and health insurance such as JAMSOSTEK or BPJS. As for freelance daily workers who have received occupational safety and health guarantees, and for freelance daily workers who have not received guarantee rights, it is only the policy of the company to protect to ease the cost burden that will be incurred by freelance daily workers, in this case only responsibility or policy provided by the company PT. Sumi Rubber Indonesia Karawang is only up to the health centre, not to the...
hospital, that is the responsibility of workers for casual daily workers who do not have JAMSOSTEK or BPJS. In the implementation of legal protection for the security rights of casual daily workers, they experience obstacles, both from the part of the freelance daily workers who do not understand what their rights are at work or the guarantee they get, the part of the freelance daily workers it has not gone well, the parties employers and to implement legal protections for casual daily workers at PT. Sumi Rubber Indonesia Karawang is reviewed in article 86, Law Number 13 of 2003, concerning employment that is not in accordance with the reality in PT. Sumi Rubber Indonesia Karawang

REFERENCES