3. A Work Agreement For A Specified Time Period In Employment Relationship According To Indonesian Labor Law

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Abstract

The provisions of Act Number 13 of 2003 concerning Manpower in Article 59 been found to be ineffective since the government's oversight is not working and due to the fact that the employment demand factor is more toward permanent jobs.The concequency of the legal status of worker as a result of his work as a core of production process does not work either since entrepreneur/employer remains guided by 2 years time period and renewal for the extension of a work agreement for a specified time (PKWT) for 1 year. In practice, the 30-day grace period required by law is also largely ignored, because workers do not want to lose their income if they do not work for one month. According to the author, the ineffective arrangement above needs to be reviewed by prioritizing the interests of both parties. A regulation will not work if it does not reflect the legal needs of the community.If the legislator intends to provide legal protection to a specified time worker within the limits of his / her working period, then the time span given according to the author is eligible for a maximum of 2 (two) years without any further explanation. So inevitably after 2 years period if a employer still wants to hire a worker in an employment relationship, he shall raises his status as unspecified time worker or permanent worker by guaranteeing all the rights attached to him.The enforceability of the law is strongly influenced by the legal culture of public legal awareness. The Labor law has been made in such way to ensure the workers' rights, in this case is the specified time workers. Legal awareness will be an expensive item if legal product is still looking for a justification in doing things that violate human rights of workers.

Keywords: *Labor Law, Employment Relationship, Work Agreement for a Specified Time Period*

Introduction

Labor Law is one of the positive laws in Indonesia, which is derived from International law (Treaty). Treaty is divided into two, namely Law Making Treaty and Treaty Contract. Law Making Treaty is a universal agreement, so that all States as part of the world community inevitably have to be a party or heed to it, except if in that international agreement sets about *reservation*. Whereas Treaty Contract is an international bilateral agreement (carried out by two States/Countries) or multilateral (carried out by some States/Countries), so the agreement is only binding on the countries parties. And the provisions of international law related to labor law is included in the Law Making Treaty, issued by the ILO (International Labor Organization) in convention (ILO Convention).

According to Halim, the source of law is anything that produces orgives rise to the law. The source of law is divided into two, namely the source of formal law and the source of material law. Formal legal sources are legal sources that have formal (juridical) forms that are legally known / generally applicable. While the source of material law is the sources that produce the content (material) of the law itself, either directly or indirectly (Halim A. Ridwan, 1990,21).

Shamad[6]argues that the source of employment law consists of:

1. Law (law in the material and formal sense);
2. Customs and Habits;
3. Decisions of officials or government agencies;
4. Tracts;
5. Work Regulations (Company Regulations);
6. Work Agreement, Labor Agreement, or Collective Labor Agreement (Yunus Shamad, 1995, 29)

The scope of employment is not narrow, limited and simple. In reality, it is very complex and multidimensional.Therefore, it is better if the labor law not only regulates the employment relationship, but also the arrangements outside the employment relationship. It needs to be carried out by all parties and get a protection from the third party (the government). The national development is implemented in order to develop the whole Indonesian and Indonesian society in order to realize a prosperous, just, equitable society both material and spiritual based on Pancasila and the 1945 Constitution of the Republic of Indonesia.

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In accordance with the role and position of the workforce, employment development is needed to improve the quality of labor and its participation in the development and improvement of the protection of labor and his family in accordance with human dignity. Therefore protection of worker/labor is necessary to guarantee the basic rights of the worker/laborerand equality in opportunity and treatment without discrimination on any basisto realize the welfare of workers / laborers and their families by still paying attention to the progress of business world based on the provisions of Article 27 of the 1945 Constitution that all citizens shall be equal before the law and the government and shall be required to respect the law and the government, with no exceptions.This provision is further elaborated in Article 5 and Article 6 of Law Number 13 of 2003. Article 5 says that any manpower shall have the same opportunity to get a job without discrimination. Article 6 says that every worker/ laborers has the right to receive equal treatment without discrimination from their employer.

"The position of workers and employers or between employers and workers is different from sellers and buyers. The position between sellers and buyers is equal. Those two have equal freedom to determine anagreement but the position between employers and workers is different. Injuridical position the workers position is free, but in socioeconomic position the workers is not free.

"Although the juridical position of workers and employers is equal (so that it should get the same treatment before the law) but in sociological studies it is not that easy/simple since the employeris a party who owns money and also because of the percentage of employment and community opportunities or the number of workers who need job is never balanced. This is what triggers the bargaining position of workers in working relationships become weak. "(Fithriatus Shalihah, 2013.1)

This position is not equal because workers only rely on the energy attached to him to carry out the work. In addition, employers often regard workers/labors as an object in a working relationship. Workers are an external factor in the production process and some people think that employer as *herr in haus* (man in his house). The meaning is an employer is the owner of the company, so all activities in his company on his orders (Asri Wijayanti, 2006, 9). This is also said by H.P.Rajagukgukbahwa that workers are seen as objects. Worker/labor is considered to be an external factor that is the same as a customer of a supplier or customer of a buyer whoseservesas a support to the company's continuity but not an internal factor as an integral part or as a constitutive element that makes the company. (HP Rajagukguk, 2000.3).

Considering the lower position of workers, so it is necessary to have government intervention to provide legal protection. The legal protection is meant to ensure the justice and protection of human rights (workers) in working relationship, both of which are the objectives of the protection of the law itself.

The type of work agreement in an employment law is differentiated as below:

1. A working agreement for a specified time period, i.e, an employment agreement between an employer and an employee to establish a working relationship within a specified time or for a particular job. Hereinafter referred to work agreement for specified time period.
2. A working agreement for an unspecified time period, i.e, an employment agreement between an employer and an employee to establish a permanent employment relationship. Hereinafter referred to as work agreement for specified time period. (FX.Djumialdi, 2009, 11)

From what is mentioned above it can be said that a working agreement for an unspecified time period occurs because of the following things:

a) A work agreement for specified time period is not made in Indonesian and Latin alphabets.

b) A work agreement for a specified time can only be made for a certain job, which, because of the type and nature of the job, will finish in a specified time, that is:

    1. Work to be performed and completed at once or work which is temporary by nature;
    2. Work whose completion is estimated time which is not too long and no longer than 3 (three) years;
    3. Seasonal work; or
    4. Work that is related to a new product, a new activity or an additional product that is still in the experimental stage or try-out phase

c) A work agreement for a specified time is made for jobs that are permanent.

d) A work agreement for a specified time is made for a period of more than 2 (two) years and extended more than 1 (one) year.

e) Entrepreneurs/Employers who intend to extend work agreement for a specified time do not notify the said workers/ laborers of the intention in writing within a period of no later than 7 (seven) days prior to the expiration of the work agreements.

f) The renewal of a work agreement for a specified time shall not be extended within 30 (thirty) days of the expiration of the old work agreement for a specified time. The renewal of a work agreement for a specified time is made more than 1 (one) time and more than 2 (two) years. (Hadi Setya Tunggal, 2012, 46)

The era of globalization requires workers to compete to prepare themselves to get the best job. The demands to further enhance the competitiveness felt by entrepreneurs/employers in doing international trade. Foreign investors who will invest their shares in Indonesia prefer a system of work contracts that do not cause much trouble instead of hiring permanent workers.

The provisions of the prevailing laws and regulations as referred above have not been effective yet since to extend the work agreement for specified time (2 years) the company shall terminate the employment relationship to the workers for 30 days. After that, then the company and workers can have a working relationship again for a maximum period of 1 year. That means employment law has limited a person/worker can only work with the status of workers for a specified time (3 years the longest)based on the above provisions. If the company wants thework relationship still continues, then when entering the 4th year, the company has to change the work agreement status into a work agreement for an unspecified time period.

After the 2 years of work agreement expires, do workers laid off for 30 days to not perform work activities or are they keep working as usual? In practice, workers are never laid off for 30 days after the end of their employment, but on 7 days prior to the end of the work agreement, the company extends the work agreement for specified time for one more year. In fact if there is no30 days of grace period there is no working relationship for a specified time worker. If the worker keeps on doing his / her job activities with a specified new time work agreement for the coming year, so the labor law certainly considers that the work agreement for a specified time period to be null and void because the worker has carried out a work activity without grace, then the status of the particular worker of that time has changed into an unspecified time worker or permanent worker with all the rights attached to him.

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Article 59 paragraph (4) mentioned that:

"A work agreement for a specified time may be made for a period of no longer than 2 (two) years and can only be extended one time that is not longer than 1 (one) year."

The terms above emphasis the words "may be made for a period of no longer than 2 (two) years and can only be extended one time that is not longer than 1 (one) year" implies that employers know that an employer can take time as minimum as possible within a specified time period of employment agreement.A work agreement for specified time period is possible to do within 6 months or 1 year if the entrepreneur/employer is willing to do so, because if the aim of legislator is to provide an opportunity for employers to assess the performance, dedication and loyalty of workers to their work or to the company, so the time is relatively depends on what aspect entrepreneur/employer gives an assessment,even though one of the determinants of one's worker commitment can be measured from the length of the worker works on a particular company. According to the author the faster employer change the status of employment relations from a specified time worker to unspecified time workers the more it shows the goodwill of employer to give the workers' right in a more humane ways and as well as give legal certainty to them. And surely the recruitment always considers the workers' performance during his/her working period for the company.

But the possibilities justified by the labor law are rarely or never be done by the employers even though it is very beneficial for workers to get welfare for themselves and their families as well as getting certainty on continuing the employment relationship. Employers on a business count would benefit from taking policy by choosing the longest time allowed by the Employment Law since if there is termination of employment by the company before the time contracted in the employment agreement expires, and the employee receives the termination so the employer only has an obligation to give civil rights to the worker in the amount of the worker's wages from his unfinished years of service. This is also applies to the worker/employee if the termination of work is done by the worker/employee.But this is a very rare case since in reality the availability of job opportunities are never comparable with the number of needs for work. Workers will be very careful to terminate the employment relationship.

Another thing that benefits entrepreneur/employer by applying the maximum time stipulation in the work agreement for a specified time period as determined by the Manpower Act is if the employment ends and the employer does not want to continue the employment relationship, the employer has no obligation to provide severance or other rights. The impact of this work agreement for a specified time period arrangement clearly creates anxiety for the specified time workers because they do not know the certainty of their future in terms of work relationships.If resumed after the 3-year period ends with renewal of the employment agreement, the workers' future is clear, but if the company terminates the employment relationship because the work agreement period has expired, the worker will have difficult times before getting their job back since they lost their regular income and could not support their family.Even though the workers eventually get a new job in a different company, the new company will hire them to work with the status as a specified time worker as well, just like the one they have in the old company. 3 (three) years working in the old company cannot be used as a reason for new entrepreneurs/employers to recruit them as an unspecified time workerbecause based on the Employment Law the time restrictions is for those who work for the same employer (Employment Law).

In this case, according to the authorthe aim of the Employment Lawwhich is to ensure the protection of human rights on workers is not achieved because in reality the employers apply profit-oriented policies in employment relationship.The author needs to remind that the nature of justice is an assessment of a treatment or action by reviewing it from a norm.So in this case there are two parties involved, those are the party who does the treatment or action (ruler or government) and the other one is the party who are subject to the act (workers).

The principle of justice in the formation of law and practice of law has positions in official documents on human rights. To understand the law that reflects the sense of community justice, we have to understand first the true meaning of law. According to the legal science literature, the meaning of the law is to realize justice in human life. This aim will be achieved by putting the principles of justice in the regulation of living together. The law or regulationrefers here is the positive law which is the realization of the principles of justice.

According to Immanuel Kant's teaching that justice is based on human dignity. Therefore the law-making must reflect a sense of justice and aims to protect human dignity.The government should concerned and try to apply justice for its citizens.On that basis, the criterion of the principle of justice in regulating working relationship

rights is very fundamental, because all the countries in the world always try to apply the principles of justice in law-making.The principle of justice has a special place in the whole history of legal philosophy.In the concept of modern countries, the emphasis on the principle of justice is given by stating that the real purpose of law is to create justice in society.

Some theories of justice as proposed by Stammler, Redbruch and Hans Kelsen emphasize justice as a goal.Thus the authorcan say that the law that embodies justice is absolutely necessary in the life of nation and state, without laws human life becomes disorganized and human beings lose the possibility to grow humanely.

Another theory that speaks of justice is John Rawls's theory. In his theory there are three things that become solution to the problem of justice. The first principle is the equal freedom for everyone (principle of greatest equal liberty), this theory is formulated by Jahn Rawls as follows:

"Each person is to have an equal right to the most extensive basic liberty compatible with a similar liberty of others."

This theory refers to Aristotle's theory of equality and therefore the similarity in obtaining rights and their use is under the laws of nature. This theory is inherent with *equal* theory which is equally among human beings.

The second is the principle of difference which is formulated as follows:

"Social and economic inequalities are to be arranged so that they are both (a) reasonably expected to be to everyone's advantage, (b) attached to positions and office open to all." (John Rawls, 2006,33-42)

This theory is a counterweight to the first theory that requires equality for all people; this balance applies to benefit everyone. This theory is also for modern society which already has a complete order although the intention is to provide equity in employment opportunities or provide equal and equitable role but however there is a serious attention for not forgetting and leaving people who are difficult to obtain performance and opportunity in economic activity. Thus social and economic differences must be arranged to benefit the disadvantaged citizens.

The third is the principle of fair equality of opportunitywhich means economic inequality should be arranged in order to allow the opportunity for everyone to have it.John Rawls's theory is appropriate when it is associated with any formation of law established by a ruler (State or government), thus the law-making must look at both parties interest in working relationships, from employers' side who need workers and workers' side as the weak party of the economy, do not want to lose income just

because they have to stop working due to the rule/law that has been established by the authorities as the lawmakers.

The above theory associated with the implementation of Article 59 paragraph (6) of Act No. 13 Year 2003 on Employment that states:

> "The renewal of a work agreement for a specified period of time may only be made after a period of 30 (thirty) days are over since the work agreement for a specified period of employment comes to an end;the renewal of a work agreement for a specified period of time may only be made 1 (one) time (once) and for a period of no longer than 2 (two) years."

This grace period becomes an issue in working relationship of work agreement for a specified time workers. Employers do not object the 30 day grace period as mentioned in the above article. But the real objection comes from the workers, because they do not want to stay at home without having any job and income. Meanwhile, if the employment relationship continued without a grace period then it will have a fatal legal consequence for employers,which is the workers status change from specified time workers into unspecified time workers (permanent workers). Any agreement between worker and employer will be deemed null and void as the provisions of the Act already require the provision of a grace period.

According to the author the essence of the 30-day grace period in Article 59 paragraph (6) for certain time workers as described above is unclear since in practice it is actually makes the parties in the working relationship is in a difficult position.On one hand if the employer continues the employment relationship with the aim that the worker does not lose income, it makes the employer to recruit him into as unspecified time worker. The law is made to provide protection to all parties who have a legal relationship, in this case the workers and employers so that in the legal relationship there is a mutually beneficial cooperation and the realization of a sense of justice. It is necessary that the applicable rules of employment also clearly mean the essence in the realization of the objectives of providing legal protection and protection of human rights for workers.

If with the 30-day grace period the worker must be laid off and not getting any income, that means there is a human right that is violated, because the worker can not fulfill his or her life within 30 days. It is not impossible that the result of paragraph (6) in article 59 may affect the right of life for workers and their families, thus the author thinks that paragraph (6) of Article 59 of Act Number 13 Year 2003 on Manpower needs to be reviewed. It becomes a boomerang for employers in

working relationship and a disaster for workers if the employers choose toobey the labor laws.

The worst possibility is in practice the provision of this grace period is ignored by both parties. It means that the law is not effective, because the rule of law itself does not reflect the needs of the desired law. The employers will be very careful in hiring employee/workers because there is possibility that in the future workers demand their rights for 13 months they work which is the same as unspecified time workers because the agreement that has been made is null and void for not paying attention to the grace period 30 days.

The nuances of working relationships in developing countries such as Indonesia are very different from the nuances of work in developed countries, such as in the United States.Indonesia with fluctuating political conditions and enabling legal policy to change, for the next 5 to 10 years workers in Indonesia have a tendency to choose to be bound in a fixed working relationship with a company. In developed countries workers are more likely to establish working relationships with certain time systems even outsourcing.Because they still have a chance to get more profitable jobs than their previous jobs without being tied down to permanent workers an ends in retirement.Other companies may be paying more and appreciating the work experience they already have or if they already have enough capital for having their own business, they do not have to wait for a long time to start and focus on their business by only waiting for the expiry of a certain period of time.

Law No. 13/2000 has affirmed the necessity of making work agreement for a specified time period in writing (written form), although an unwritten labor agreement is also permitted in the employment relationship as long as it fullfils the elements of the employment relationship but Indonesian labor law has affirmed in article 57 paragraph (2) stating:

> “A work agreement for a specified period of time, if made against what is prescribed under subsection(1), shall be regarded as a work agreement for an unspecified period of time.”

In applying the above article, generally the communities (the parties who have a working relationship) have a high awareness to implement the Manpower Act in terms of making a written agreement in a working relationship.In addition, the employer has been aware of the consequences of the law if the work agreement for a specified period of time is made in an unwritten form it will result the status changing into an unspecified period of employment agreement. But in reality there are still many workers do not have their employment agreement because the company

does not give it to them.This fact has violated the provisions of Law Number 13 of 2003 in Article 54 paragraph (3) which states:

> "A work agreement as referred to under subsection (1) shall be made in 2 (two) equally legally bindingcopies, 1 (one) copy of which shall be kept by the entrepreneur/employer and the other by the worker/ labourer."

While in the labor law it is affirmed that the employment relationship has an understanding of the relationship that occurs between the worker and the employer based on the employment agreement.In the employment agreement contains the terms of employment which contains the rights and obligations of employers and workers. By not giving work agreement to certain time workers it will be difficult for workers who majority is unskill labors to know their rights as workers of a specified time.In addition, it will be difficult also for the workers to demand the fulfillment of their rights as workers through legal means if the employer breaks the agreement, which harms them since the workers do not have any proof of working relation with the employer.

For the Indonesian citizens, the 1945 Constitution has provided guarantees on human rights, including the right to have decent income for workers. Although the employment relationship is in the private legal domain, where wages may be agreed upon the agreements between workers and employers, but the State has obligation to protect its citizens by determining the minimum wage.This is a manifestation of the State's responsibility in protecting the right of workers to live in a decent life to fulfill their basic needs.Man in his life always tries to meet all his needs.The necessities of life vary greatly, depending on one's ability or purchasing power.The purchasing power of a person would be greatly influenced by the income he earns over a period of time after he works.

From the various non-conformity of regulations with the application of labor law, where things are more substantial in the implementation of Law no. 13 of 2003 concerning Manpower, namely the object of work confirmed in work agreement for a specified time is the core work so the type of work employed to a specified time worker is the work included in the production process.

While in Article 59 of Law Number 13 of 2003 has stated that:

(1) A work agreement for a specified period of time can only be made for a certain job, which, because of the type and nature of the job, will finish in a specified period of time, that is:

a. Work to be performed and completed at one go or work which is temporary by nature;

b. Work whose completion is estimated at a period of time which is not too long and no longer than 3 (three) years;

c. Seasonal work; or

d. Work that is related to a new product, a new [type of] activity or an additional product that is still in the experimental stage or try-out phase.

(2) A work agreement for a specified period of time cannot be made for jobs that are permanent by nature.

(3) A work agreement for a specified period of time can be extended or renewed.

(4) A work agreement for a specified period of time may be made for a period of no longer than 2 (two) years and may only be extended one time for another period that is not longer than 1 (one) year.

(5) Entrepreneurs who intend to extend work agreements for a specified period of time they have with their workers/ labourers shall notify the said workers/ labourers of the intention in writing within aperiod of no later than 7 (seven) days prior to the expiration of the work agreements.

(6) The renewal of a work agreement for a specified period of time may only be made after a period of 30 (thirty) days is over since the work agreement for a specified period of employment comes to an end;the renewal of a work agreement for a specified period of time may only be made 1 (one) time (once) and for a period of no longer than 2 (two) years.

(7) Any work agreement for a specified period of time that does not fulfill the requirements referred to under subsection (1), subsection (2), subsection (4), subsection (5) and subsection (6) shall, by law, become a work agreement for an unspecified period of time.

(8) Other matters that have not been regulated under this article shall be further determined and specifiedwith a Ministerial Decision.

And then in Article 60 of Act, Number 13 Year 2003 on Employment, it has also been affirmed about the prohibition of probation period for the specified period time workers, as follows:

(1) A work agreement for an unspecified period of time may require a probation period for no longer than3 (three) months.

(2) During the probation period as referred to under subsection (1), the entrepreneur is prohibited from paying wages less than the applicable minimum wage.

From the above provisions, if in the application of work agreement for a specified time worker has a lot of irregularities; it is because the work undertaken by workers of a specified time is including the type and nature of work that is prohibited to be employed for them.The legal consequences of an improper work object will result in the agreement being null and void, and the employment relationship will automatically changed into an unspecified time worker.In the application of labor law it can not be separated from the role of government that acts as a supervisor for the working relationship. If the government does not conduct a persuasive supervisory by checking the data reported by the employer so the possibility of manipulating data is very big. Thus the extension of the government is the Department of Manpower who has to check real field work related to the implementation of the employment relationship.

“The problems of employment throughout the ages are never finished, from protectiction, wage, prosperity, industrial relations disputes, coaching and labor inspection. This is more due to the systemic weakness of the government in implementing labor legislation. “

“The minimum wage policy in today’s wage protection scheme still encounters many obstacles as a result of the absence of a wage understanding, either regionally or provincial or district, and the provincial or district / city sector, as well as nationally. In determining the minimum wage there are still differences based on the level of ability, nature, and type of work in each company whose condition is different, each region is not the same region. “(Adrian Sutedi, 2006,142)

Article 28 D Paragraph (2) of the 1945 Constitution stipulates that Every person shall have the right to work and to receive fair and proper remuneration and treatment in employment. This normative provision justifies the

constitutionality of the right to work as a human right.

In principle, the fulfillment of the right to work emphasis more towards the access to the world of work without any discrimination on religion, ethnicity, etc.The fulfillment of the right to work is a realization and implementation of the fulfillment of normative rights for workers such as salaries, security and safety facilities and their future.

The right to work is a human right. The protection and fulfillment of those rights provides an important meaning for achieving a decent standard of living. The government has an obligation to realize those rights. The right to work has been outlined in the Declaration of Human Rights as follows:

(1) Everyone has right to work, to free choice of employment, to just and favourable conditions of work and protection against unemployment;

(2) Everyone, without any discrimination, has the right to equal pay for equal work;

(3) Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection;

(4) Everyone has the right to form and to Join trade unions for the protection of his interests

The above statement shows that a work is the mandate application of human existential. Jobs can be chosen freely. The revenue from work must be well givenwithout discrimination which would positively affects the interests of life. From the beginning, The Statement of Human Rights has provided a normative affirmation about how important the right to get a job.

There are 180 International Labour Organization (ILO) conventions and recommendation which explicitly giving protection of the right to work. Those all conventions contains at least the fundamental protection of the right to work, namely, rights to equal pay and equal work; right to freedom from discrimination in the workplace; right to abolition of child labor; and right to freedom from forced or compulsory labor.

The provisions of international law above have affirmed that all rights underlying the fulfillment of the right to work and more than that provide certainty for safety and health insurance in the working world. It also proves that the right to

work is in a strategic position to make human beings a dignified creature, not as an on behalf of the world of work.

The life of specified time workers could be seen from the low health and safety facilities. These two things have a great influence in strengthening the quality of workers resources. They seem to be trapped in a hegemonized life by capitalism. The helpless ambience of the workers of a specified time makes them accept these bitter conditions. Live in a deprived and apprehensive. The allocation of working time is not comparable with their health, safety, education, future, and old age security. The protection and fulfillment of the right to work suppose have an important influence in the pursuit of a decent and dignified living standard.

The provisions of Law Number 13 of 2003 on Manpower in Article 59 have generally been found to be ineffective, as the government's oversight is not working, it is also due to the fact that the employment demand factor is in fact more towards the permanent jobs. The implementation of the consequences of the legal status of workers as a result of their work is a core part of the production process is also not working, because the employer is fixed to 2 years contract and renewal for 1 year period. In practice the 30-day grace period required by law is ignored, because workers do not want to lose their earnings due to not working for one month. According to the author, the above ineffective arrangement needs to be reviewed by prioritizing the interests of both sides party. A rule will not work if it does not reflect the legal needs of the community. If the legislator intends to provide legal protection to a definite time employee within the limits of his / her working time, then the time span given according to the author is eligible for a maximum of 2 (two) years without any further explanation. So inevitably after 2 years if the employer will still use the worker in the employment relationship, he shall raise his status as an indefinite worker or permanent worker by guaranteeing all the rights attached to him.

Closing

The law will only be effective if it reflects the legal needs of the community. Protection of workers' rights as a manifestation of protection of human rights is also important to consider logical facts in the field.Itshould also be balanced in providing a fair legal protection for employers as a party who gives job since employers are also part of citizens entitled to legal protection.If the provisions of article 59 concerning the type and nature of employment for specified time workers are not reviewed, then there will be 2 possibilities happened. Firstly; this provision is not effective in the practice of employment relationship. Secondly; the decrease in the number of existing jobs,

because employers only optimize existing workers, so the impact is the increase of unemployment rate.

The law can be run deeply influenced by the legal culture of the legal consciousness of the community. The good legal culture is strongly influenced by high legal awareness. The labor law has been made in such way to ensure the assurance of workers' rights, in this case is the time period. Legal awareness will be an expensive item if a moving factor in determining the effective and ineffective of a legal product still looking for a justification in doing things that violate workers' human rights.

Although justice is a relative thing but there is a general measurement that serves as a benchmark of justice and human right protection in a working relationship. The 30-day grace period is not effective and harms the workers if it is still applied. Thus, according to the author, the 30-day grace period needs to be reviewed and eliminated in a Work Agreement for a Specified Time (PKWT) in Act Number 13 Year 2003 on Manpower.Although the law has given maximum time, it does not mean that employers do not have the opportunity to provide earlier protection for labor rights by choosing a minimum time. It does not have to take two or three years to know if a worker has a dedication and ability to work for the company. The employer is supposed to raise the worker's status as a permanent/unspecified time worker if within one year he has a confidence in the worker's performance. It willstimulate the workers' productivity and motivation because workers will be more diligent to work since they have a certain status without having to wait for a long time.

The government has to improve itself by optimizing its performance in supervising a working relationship directly by doing check and re-check the employer's report on the employment agreement in the company. The government also has to be a clean and authorized supervisor and not cooperated with the employers whose impact is very detrimental to the interests of workers. Both parties should realize that the relationship between employers and workers is a symbiotic mutualism.Workers without employers/entrepreneurs become meaningless, because workers depend on employers for their survival, while employers/entrepreneurs without workers are also useless because the production process will never happen.

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