



Policy Of Specific Time Working Agreement (Pkwt) On Law Number 11 Of 2020 Concerning Creation Work In Welfare Perspective Social And Subjective

Sutrisno¹, Imam Budi Santoso², Holyness N. Singadimedja³

¹²³ Program Studi Ilmu Hukum,
¹²³ Fakultas Hukum Universitas Singaperbangsa Karawang

Email: Sutrisno70@gmail.com

Abstract

There are two types of work agreement issues as regulated in the Manpower Act which qualifies work agreements, namely, a Specific Time Work Agreement (PKWT) and an Indefinite Work Agreement. Specific Time (PKWT) in Law Number 11 of 2020 concerning Job Creation in Social Welfare and Subjective Perspectives. This research was conducted using a normative juridical approach, namely an approach that focuses on research and studies through theories and legal principles, as well as legislation on employment, especially related to non-permanent workers (PKWT) as regulated in the Job Creation Act. the policy of Specific Time Work Agreements (PKWT) in Law Number 11 of 2020 concerning Job Creation in the perspective of social and subjective welfare related to the goals of labor development in Indonesia has not been achieved optimally, because workers still feel they are being treated unfairly. This PKWT status does not provide legal certainty and a sense of security for the right to work guaranteed by the State. This PKWT status if viewed from the aspect of social welfare does not reflect welfare because at any time the entrepreneur can terminate it without any guarantee of welfare for his life and if it occurs as a whole it will lead to poverty and the feasibility of a prosperous life as mandated by the constitution.

Keywords: Policy, PKWT, Welfare Theory

A. Introduction

The welfare state is an ideology adopted by Indonesia, meaning that it is the responsibility of the state to develop state policies in various welfare fields and to improve the quality of good public services through the provision of various facilities needed by the community. The responsibility of the state is defined as a duty in a modern legal state (welfare state) in general; namely the administration of public welfare (Nulhaqim & Sulastri, 2019; Achmad, 2021). Another thing is the task in a classical legal state known as the "night watch state" (nachwachter staat) whose government does not interfere in economic and social affairs, but only acts when actions disrupt public security and order, essentially in a "guard state". night" the state serves as an intermediary in the event of a dispute between citizens.

The main policies that must be considered in the welfare state mentioned above have been regulated in the applicable laws, namely: (1) the regulation regarding employment is contained in Law Number 13 of 2003 concerning Manpower as the provisions are also regulated in Law Number 11 of 2003. 2020 concerning Job Creation, (2) regulations regarding education services are contained in Law Number 20 of 2003

concerning the National Education System, (3) regulations regarding health services are contained in Law Number 36 of 2009 concerning Health, (4) regulations concerning social security is contained in Law Number 24 of 2011 concerning the Social Security Administering Body, and (5) the regulation on housing is contained in Law Number 1 of 2011 concerning Housing and Settlement Areas.

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There are two types of work agreements as stipulated in the Manpower Law which qualifies work agreements, namely, a Specific Time Work Agreement (PKWT) and an Indefinite Work Agreement (PKWTT). PKWT is a work agreement between a worker/laborer and an entrepreneur to establish a working relationship for a certain period of time or for a certain job, while PKWTT is a work agreement between a worker/labourer and an entrepreneur to establish a permanent working relationship. The application of the PKWT system is more widely used by companies, which is considered very effective and efficient for entrepreneurs, namely in order to get greater profits where the costs incurred by entrepreneurs for work are smaller because entrepreneurs do not have to have a large number of workers/workers. If it is known that the employer has a large number of workers, the entrepreneur must provide various benefits for the welfare of the workers such as health care benefits, termination benefits (PHK), work award benefits and so on in the sense of employing workers with PKWT, then these costs can be reduced. . In legal terms, contract workers are often referred to as PKWT workers, meaning Workers with a Specific Time Work Agreement. Employers are not allowed to change the status of Permanent Workers (PKWTT) to Contract Workers (PKWT), doing so would violate the law. If forced and still want to do the things mentioned above, the first step can be taken by doing layoffs with severance pay, then PKWT will be carried out, as long as the parties agree.

Socio-economically, the position of workers/labourers is not free. As a person who has no other provision for life than that, he is forced to work for someone else. It is this employer who basically determines the terms of employment. Article 57 paragraph (2) of the Manpower Act, a Specific Time Work Agreement (PKWT) is a conditional agreement, among other things it is required that the agreement must be made in writing and made in the Indonesian language, with the threat that it is not made in writing and is not made in the Indonesian language stated as an Indefinite Work Agreement (PKWTT). Article 1 paragraph (1) Decree of the Minister of Manpower and Transmigration Number KE 10004 concerning Provisions for Implementation of Agreements for a certain time (PKWT) is a work agreement between Employees/laborers with employers to establish a working relationship for a certain period of time or for certain employees on a temporary basis.

The issue of the Policy on Certain Time Employment Agreements regulated in the Manpower Act in conjunction with the Job Creation Act is related to the status of this "contract work" which is explained in the PKWT rules (Poluakan et al., 2019; Nulhaqim 7 Sulastri, 2019; Sidiq et al., 2021). Specific Time Work Agreement (PKWT), which is a work agreement based on a period of time that is held for a maximum of 2 years and can only be extended once for a maximum period of 1 year (Manpower Law No. Law No. 11 of 2020 concerning Job Creation). So ideally contract status (PKWT) can only be given as part of the process of progressing to permanent employee status (Indefinite Time Work Agreement). This contract status presents its own problems, short working period and limited guarantees of course have an impact workers' lives. For employees or workers, this contract status (PKWT) is of course less profitable, because it is considered to place workers in a high level of vulnerability, and has a high dependence on contracts from the company. Contract workers are faced with a "less safe" situation considering that the company can at any time -time to cut off work, have different facilities itas and salary with permanent employees even though they do the same job. Efforts by companies that prioritize efficiency excessively often have an impact on reducing social security and work security, efficiency sometimes makes pure workers a resource that deserves to be exploited (Prawira et al., 2021; Dadi, 2021). This contract system policy is considered to provide more restrictions for workers in achieving prosperity in their lives, and can even be considered to hinder the development of the Indonesian working generation in the future (Kunyanti & Mujiono, 2021; Sidiq & Maulida, 2021). The inequality that contract workers feel can be a catalyst for stress, pressure or even hopelessness, which prevents the presence of happiness, or subjective well-being in their lives. Situations of deprivation, or neglect, can be placed as an inhibitor for a person to achieve satisfaction and happiness in his life, even though the assessment of the "deficiency" is relative and subjective.

Socially, it will actually have an impact on reducing the national economy with a lot of unemployment due to the PKWT workers having finished their work and having to look for other jobs. This continues to happen until now, even the data on layoffs due to the Covid 19 pandemic until June 2021, the number of layoffs for PKWT Workers in Indonesia amounted to around 3.05 million people, this figure does not include a number of workers who were temporarily laid off. This is because workers with PKWT status are very easily laid off because the company's burden is lighter than those who are laid off are permanent workers (PKWTT). Therefore, from the background of the problem above, the researcher needs to study and analyze the "Specific Time Work Agreement Policy (PKWT) in Law Number 11 of 2020 concerning Job Creation in Social and Subjective Welfare Perspectives".

B. Research Methods

Making a scientific paper, especially a legal research paper, is required to use legal research methods. Legal science strives to present law in an integral way according to the needs of the study of legal science itself, so that research methods are needed to obtain a comprehensive research direction. Actually, legal science has characteristics as a prescriptive and applied science. In prescriptive, jurisprudence studies the purpose of law, values of justice in a law, good or bad a rule of law, legal

concepts and norms. while in applied science, jurisprudence establishes a procedure, provisions and limitations in enforcing a rule of law.

Research on Certain Time Employment Agreement Policies (PKWT) in Law Number 11 of 2020 concerning Job Creation in the perspective of Social Welfare and Subjective is research that uses a normative juridical approach, namely an approach that is carried out by examining and interpreting things that are theoretical concerning the principles, conceptions, and comparisons of law. The type of research used in this study is a qualitative research type, namely research that is intended to understand the phenomena experienced by the research subjects, such as actions, legal policies and legal reforms and others described in the form of narrative words in a special natural context. and by utilizing the scientific method. The legal materials studied and analyzed in this study used secondary data, including.

1. Primary legal materials. Primary legal materials are legal materials that are authoritative, meaning they have authority. Primary legal materials consist of statutory regulations, official records or minutes in the formation of laws and regulations, namely:
 - a) the 1945 Constitution of the Republic of Indonesia;
 - b) Law Number 13 of 2003 concerning Manpower;
 - c) Indonesian Civil Code;
 - d) Law Number 11 of 2020 concerning Job Creation; and
 - e) Decree of the Minister of Manpower and Transmigration Number KE 10004 concerning Provisions for Implementation of Agreements for a certain time (PKWT).
2. Secondary legal material. Secondary legal materials are in the form of official documents, including books, legal journals, papers, articles, magazines, newspapers and others.
3. Tertiary legal materials. Tertiary legal materials are legal materials that provide instructions and explanations for primary legal materials and secondary legal materials, in the form of legal dictionaries, large Indonesian language dictionaries, and soon.

C. Discussion

1. Policy on Specific Time Work Agreements (PKWT) in Law Number 11 of 2020 concerning Job Creation in Social and Subjective Welfare Perspectives

The employment agreement is one of the basic labor relations that creates an engagement or legal relationship for the parties, giving birth to rights and obligations. The existence of a work agreement is expected to realize the fair implementation of the rights and obligations of the parties. However, in practice it has not been fully realized. To make it happen, among others: With government intervention, this is in accordance with the characteristics of labor law in Indonesia which are mixed, namely private and public. In addition, the principles contained in the work agreement must be in harmony with all the principles contained in contract law, including: the principle of freedom of contract, the principle of consensualism, the principle of legal certainty, the principle of good faith, the principle of personality, the principle of trust, the principle of equality.

law, the principle of balance, the principle of legal certainty, the principle of morality, the principle of propriety and the principle of protection. All of these principles are interrelated with each other, cannot be separated, applied simultaneously, take place proportionally and fairly, and serve as a binding framework for the contents of the work agreement.

In labor law, the types of work agreements are divided into two types, namely a Specific Time Work Agreement (PKWT), namely a work agreement between workers/laborers and employers to enter into a working relationship within a certain time or for certain jobs and an Indefinite Work Agreement (PKWTT), namely a work agreement between a worker or laborer and an entrepreneur to establish a permanent employment relationship. Hereinafter referred to as PKWTT. From what is mentioned above, it can be said that the work agreement for an indefinite period of time occurs due to the following:

- 1) PKWT is not made in Indonesian and Latin letters.
- 2) PKWT is not made for work which according to the type and nature or activity of the work will be completed within a certain time, namely:
 - a) Jobs that are once completed or temporary in nature.
 - b) The work is estimated to be completed in a not too long time, a maximum of 3 (three) years.
 - c) Seasonal work.
 - d) Work related to new products, new activities, or additional products that are still being tested or explored.
- 3) PKWT is held for permanent work.
- 4) PKWT based on a certain period of time is held for a period of more than 2 years and is extended for more than 1 year.
- 5) The entrepreneur who intends to extend the PKWT, no later than 7 (seven) days prior to the expiration of the work agreement for a certain period of time, does not give his intention in writing to the worker/labourer concerned.
- 6) The renewal of the PKWT shall not exceed the grace period of 30 (thirty) days after the expiration of the old PKWT. PKWT is held more than 1 (one) time and more than 2 (two) years.

One of the crucial things that is changed in the Employment Chapter of the Employment Act is the provision regarding the period of a Specific Time Work Agreement (PKWT). The Job Creation Law abolished the PKWT time limit provisions previously regulated in Article 59 of the Manpower Act. The previous Manpower Law stipulates in Article 59 paragraph (1) that: A work agreement for a certain time can only be made for certain jobs which according to the type and nature or activities of the work will be completed within a certain time, namely: a. work that is once completed or temporary in nature; b. work which is estimated to be completed in a not too long time and a maximum of 3 (three) years; c. seasonal work; or d. work related to new products, new activities, or additional products that are still being tested or explored. This article is amended in the Job Creation Law to: A work agreement for a certain time can only be made for certain jobs which according to the type and nature or activities of the work will be completed within a certain time, namely as follows: a. work that is once completed or temporary in nature; b. work that is estimated to be completed in a not too long time; c. seasonal work; d. work related to new products,

new activities, or additional products that are still under trial or exploration; or work whose type and nature or activities are not permanent.

The change in letter b which removes the limitation on the category of "a maximum of 3 (three) years" correlates with the disappearance of paragraph (4) in Article 59 which stipulates that:) year and may only be extended 1 (one) time for a period of maximum of 1 (one) year. Then, the Job Creation Law also abolished the provision that a PKWT that has passed a maximum period of 2 years plus 1 year, is legally turned into a work agreement for an indefinite period of time (permanent employment agreement). The implications of missing these verses are serious. In addition to eliminating the maximum period and limitation on extension, this new provision also eliminates the opportunity for workers to change their status from contract workers to permanent workers. In fact, the position of workers in contract work status is much more vulnerable than that of permanent workers. On the other hand, the new provisions regarding PKWT in the Job Creation Law contain the employer's obligation to provide compensation money to workers/ laborers who are employed on a contract basis, in the event that the work agreement for a certain period of time expires (see Article 61A paragraphs (1) and (2) Job Creation Law). This compensation is given in accordance with the period of service of the worker/laborer in the company concerned. this provision is slightly advantageous for contract workers. However, this arrangement is still unclear and is linked to further provisions in a Government Regulation (see Article 61A paragraph (3) of the Job Creation Law), so it is still difficult to imagine the regulation and its implementation in the field. As is known, so far many labor provisions that on paper look good, but implementation in the field is zero. Do not let this provision related to compensation money also become an empty message that gives false hope for contract workers.

In the Employment Law Policy, the applicable provisions as mentioned above in their implementation have not run optimally, where to extend the PKWT from the 2 years that have ended, to continue with the addition of PKWT for a maximum of 1 more year, the company must terminate the relationship. work for 30 days against the workers in question. After that, then the company and workers can re-engage with PKWT status for a maximum period of 1 year. This means that the labor law has limited a person to only be able to work with a certain employment status for a maximum of 3 years with the above provisions. If the company wants the working relationship to continue, then inevitably in entering the 4th (fourth) year, the company must change the status of the work agreement to PKWTT. Regarding after the 2-year PKWT period ends, whether workers are laid off for 30 days to not carry out work activities or continue to work as usual. In practice, workers are never laid off for 30 days after their working period ends, but 7 days before the end of the PKWT, the company extends the PKWT for another year. In fact, it shows that there has never been a grace period of 30 days, there is no employment relationship for certain time workers whose work period has ended in 2 years. The workers continue their work activities with a new fixed time work agreement for the next year. Employment Law Policy, of course, views the work agreement for a certain time that has been agreed between the parties as null and void. Because workers have carried out work activities without grace, then automatically the status of the workers for a certain time has changed to workers for an indefinite time

or permanent workers with all the rights attached to them. In Article 59 paragraph (4) it has been stated that: "A certain time work agreement based on a certain period of time can be held for a maximum of 2 (two) years and may only be extended 1 (one) time for a maximum period of 1 (one) year. year".

In the provisions of the article above, the emphasis on "a maximum of 2 (two) years and may only be extended 1 (one) time for a maximum period of 1 (one) year" implies that the entrepreneur or employer can take as little time as possible in the agreement period. certain time work. PKWT is very possible to be done within 6 months or 1 year if the entrepreneur wishes. Because, if the intent of the legislators to provide special time for PKWT is to provide opportunities for employers to assess the performance, dedication and loyalty of workers to their work and to the company, time is very relative depending on the angle from which the employer gives the assessment. Although one of the determinants of a worker's commitment can be measured by the length of time a worker has worked for a particular company. According to the author, the shorter the employer recruits workers, changing the status of the worker's employment relationship from a worker for a certain time to a worker for an indefinite period, shows the good faith of the entrepreneur to provide workers' rights more humanely and in providing legal certainty to workers. Of course, recruitment is always taking into account the performance of workers during work.

The impact of this PKWT arrangement clearly causes anxiety for certain time workers. Because they do not know the certainty of their fate in a working relationship. If it is continued after the 3 year period ends with the renewal of the employment agreement, the worker will be lucky because his fate is clear, but if the company terminates the employment relationship because the PKWT period has expired, the worker will experience difficult times before getting a job again. Because he lost his livelihood and could not support his family. Even though in the end the worker gets a new job at a different company, the company that just recruits him will have a working relationship with a certain time worker status as he had started from scratch in the old company. Working time of 3 (three) years in the old company cannot be used as an excuse for the new entrepreneur to recruit him to directly work with the status of PKWTT. Because what is meant by the Manpower Act with respect to the limitation of time is for a working relationship with the same entrepreneur.

So, according to the author, the purpose of the enactment of the labor law which is actually to ensure the welfare of the people's lives as in the case of workers is not achieved. Because in reality, in employment relations, employers apply more profit-oriented policies in employment relations. Although in essence juridically the position of workers and employers is balanced in carrying out work relations as has been ordered by Article 27 of the 1945 Constitution, that every citizen has the same position in law and government, but in the sociological nature basically the position of workers and entrepreneurs will not be affected. been one level. Employers as employers always have a higher bargaining position than workers, therefore what happens is not coordination in work relations but subordination. It should also be remembered that the essence of justice referred to in equality of position between workers and employers is an assessment of a treatment or action by examining it from a norm. So in this case there are two parties involved, namely the party who makes the treatment or action and the other party who is subject to the action, in this discussion the party in

question is the ruler or government, as the party that regulates freedom through legal instruments and the worker as the party whose freedom is regulated by legal provisions.

In relation to social welfare theory, Jeremy Bentham emphasizes that the teaching of sociology of law by asserting the purpose of government and the purpose of law must be "the greatest happiness of the community" or "the happiness of society". Whatever the complexities surrounding the term social happiness, Bentham's continued emphasis on this principle is reminiscent of the relationship between law and society. Thus the law does not only function as a means to create public order, but the law also functions to support the realization of the happiness and welfare of the community. The process of realizing order as well as the happiness and welfare of the community in question is bound by a system of distribution of social rights and obligations. In distributing rights and obligations, according to Bentham, the legislator's goal is the happiness of the people. In examining more clearly about the things contained in happiness, we will find four goals in it, namely the Source of Livelihood; Prosperity; Equality; and Sense of Security. The more perfect the pleasure in all these aspects, the greater the social happiness as a whole, especially the happiness that depends on the law. Thus, we can conclude, all legal functions can be referred to based on these four objectives. All of these legal functions, of course, include the function of legal protection for workers in the administration of the welfare state.

According to Spicker who put forward five characteristics of the welfare state. The five characteristics in question are (1) legitimate governments protect the welfare of their citizens; (2) *salus populi suprema est lex* (government exists to promote welfare); (3) Governments have to secure the preconditions for welfare (the government must secure the preconditions for welfare); (4) Governments have to foster economic development (the government must encourage economic development) and (5) The provision of welfare commits governments to redistribution.

With the government's goals and legal goals to realize people's happiness (Bentham), and apply the principles of social justice and social protection (Spicker), then the real happiness of the community can be realized, among others, by providing legal protection. The legal protection in question includes the legal protection of workers. The goal is to create a distributive justice in accordance with the position and role of each party. Thus, the legal protection of workers in the perspective of social welfare theory is a study of legal protection efforts carried out by the state for the implementation of the rights and obligations of citizens who become workers in an employment agreement. Because the motive for working is to get financial rewards and other benefits needed to meet their welfare or happiness needs, the legal protection of workers in question is certainly related to the fulfillment of the rights and obligations of every citizen who becomes a worker in a work bond. In addition, there are rights and obligations of the state in providing legal protection to every citizen who becomes a worker so that the implementation of industrial relations is in line with the objectives of the administration of the welfare state.

In the perspective of administering the welfare state, the study of workers' legal protection refers to the state constitution in regulating the welfare of citizens. The sentence "protecting the entire Indonesian nation" contained in the Preamble to the

1945 Constitution does not only mean that state administration aims to provide protection to every citizen as an individual, but also means that state administration also aims to provide protection to all citizens as a nation. The protection in question is certainly not limited only in terms of physical protection, but also includes social protection. This means that state administration also aims to provide social protection to every citizen. Social protection also includes legal protection. In this dimension Spicker suggests.

The sentence "promoting public welfare" contained in the Preamble to the 1945 Constitution does not only mean that the administration of state government is aimed at realizing the welfare of every citizen; but it also means that the administration of the state also aims to realize the welfare of all citizens as a nation. The achievement of welfare in question is certainly not limited only in terms of the fulfillment of physical and social needs, but also the fulfillment of psychological needs that support a person's development to achieve an optimal personal. Fulfillment of physical needs is obtained from economic activities, fulfillment of social needs is obtained from, among others, social welfare efforts, and fulfillment of psychological needs is obtained from, among others, protection, attention, appreciation, and education. From an economic perspective, one of the indicators of success in "promoting general welfare" is the level of productivity and income level of the community. The higher the level of productivity and the level of income of the community, the higher the economic capacity of the community to meet their welfare needs. In this context, in order to realize general welfare, the state is required to be able to realize the welfare of all citizens. That is, a legitimate government protects the welfare of its citizens.

In government practice, the various welfare policies referred to are translated into various programs and activities for empowering the poor, social services for people with social welfare problems (PMKS), health services, education services, expansion of employment opportunities and increasing community income. The implementation of the welfare policy in question is also related to efforts to educate the nation's life. With the description of the ideals of the nation contained in the Preamble to the 1945 Constitution, the objectives of implementing state government are the concept of embodiment of a welfare state based on the ideology of Pancasila. According to Satjipto Rahardjo, the reading of the 1945 Constitution raises an important moral value, namely to present and build "a country with a strong commitment to make its people happy". Everything contained in Pancasila shows that moral commitment. Ideally, this moral commitment becomes the commitment of all components of the nation, especially the commitment of state officials.

Reviewing the theoretical deductions on subjective well-being, Eddington and Shuman (2005) propose a conception of four main components of subjective well-being, as follows: (1) Life satisfaction in general, including current life satisfaction, past life satisfaction, life satisfaction for the future, life satisfaction, the views of people around them on life, and the desire to improve life; (2) Satisfaction with certain aspects of life, such as work, family, leisure, health, finances, satisfaction with oneself and one's group; (3) Often feel positive affect (pleasant mood and emotions). Positive affect is separated into joy, elation, contentment, pride, affection, joy, and ecstasy; (4) Relatively few negative affect (unpleasant moods and emotions). Negative effects are divided into guilt and shame (guilt and shame), worry or anxiety and worry (angry), tension

(stress), hopelessness (depression), and envy (envy). The explanation above leads to a big question, about how contract workers (PKWT) achieve subjective welfare in situations that are actually less favorable. In this case, it is very important to pay more attention to the subjectivity of contract workers, as human beings who are able to build full meaning in their lives. Not merely as human resources, which can be employed and placed in a rigid and limited system. Changes in work status are indispensable for contract workers (PKWT) to eliminate uncertainty, and encourage the achievement of subjective well-being. Of course, the statutory provisions can be a strong reference to be implemented in every company.

From the results of the researcher's analysis, labor law policies in the perspective of social and subjective welfare are related to the goals of labor development in Indonesia that have not been achieved optimally, because workers still feel they are being treated unfairly. This was revealed, among other things, from the various demonstrations carried out by the workers. This suboptimal achievement refers to the social justice theory of John Rawls which says that social justice is the difference principle and the principle of fair equality of opportunity. The essence of the difference principle is that social and economic differences must be regulated so as to provide the greatest benefit to those who are most disadvantaged. The term socio-economic difference in the principle of difference refers to inequality in a person's prospects for obtaining the basic elements of welfare, income and authority. While the principle of fair equality of opportunity shows those who have the least opportunity to achieve prosperity prospects,

Opinion and authority. They are the ones who should be given special protection. The "those" John Rawls means at least have the opportunity to achieve prosperity prospects, opinions and authority are workers who are positioned as weak parties. Towards justice and protection of human rights in work relations. The 30-day grace period is very inappropriate and detrimental to workers if applied. So according to the researcher, the grace period setting needs to be reviewed to be removed in the regulation regarding PKWT in Law Number 13 of 2003 concerning Manpower in conjunction with Law Number 11 of 2020 concerning Job Creation. However, what is even more important is the wisdom and goodwill of the entrepreneur as the key holder of the working relationship. Even though the law has given a maximum time, it does not mean that employers do not have the opportunity to provide protection for labor rights earlier by choosing a minimum time.

To find out a worker has the ability to work, has dedication to the company, it doesn't have to take two or three years. If within one year the entrepreneur has confidence in the performance of the worker, when the work agreement period, which is generally made annually, immediately raises his status to an indefinite time worker (PKWTT). This will stimulate better productivity and work motivation, because workers will work harder in the hope that their status as workers can be achieved without having to wait a long time. The government must improve itself by re-optimizing its performance in providing supervision of the employment relationship by conducting pick-ups to check and take action on reports from employers related to work agreements that take place in the company. Must begin to place himself as a supervisor who is clean and authoritative and does not cooperate with employers that can harm the interests of workers. It must be realized that the relationship between

workers and employers is a symbiotic mutualism. Workers without employers will be meaningless, because workers depend on employers for their livelihoods, while entrepreneurs without workers will also be useless because the production process will never be carried out.

D. Conclusion

Based on the results of the analysis and discussion above, the authors conclude, among others, that a policy of a Specific Time Work Agreement (PKWT) in Law Number 11 of 2020 concerning Job Creation in the perspective of social and subjective welfare related to the objectives of employment development in Indonesia has not yet been established. achieved optimally, because workers still feel they are being treated unfairly. This PKWT status does not provide legal certainty and a sense of security for the right to work guaranteed by the State. The status of this PKWT if viewed from the aspect of social welfare, it does not reflect welfare because at any time the entrepreneur can terminate it without any guarantee of welfare for his life and if it occurs as a whole it will lead to poverty and the feasibility of a prosperous life as mandated by the constitution.

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