

**IMPLEMENTATION OF SPECIFIC TIME WORK AGREEMENT  
(PKWT) BASED ON LAW NO. 6 ANNUAL 2023 ABOUT CREATING  
WORK  
(TO WORKERS OF PT. EIGERINDO MPI REGIONAL SURABAYA)**

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**ABSTRACT**

An uncontrolled increase in population can certainly result in higher needs for food, clothing and shelter. To be able fulfill these needs, humans must get work that can produce income so that all their needs for clothing, food and shelter can be met properly. The field of employment a everything that to related to the abor, both before the employment period, during the employment period and after the completion of the employment period. Getting a job and then working is one way for humans to fulfill their physiological needs. Every employee is obliged to the fulfill all employee the rights or a laborers in the Law of the Republic of Indonesia on number 6 (six) of 2023 (two thousand twenty three) law on Job Creation, but sometimes employers do not understand and comprehend the rights of workers or laborers that must be fulfilled. Before carrying out their duties as a laborer or worker, a work agreement will first be executed between PT. Eigerindo MPI with workers or employees to form a mutually bound working relationship. The work agreement should made in written form and shold obtain an agreement between the worker or laborer and the entrepreneur or what is known as the employer. The employment aggrement a prepared and provide by the company for workers, in this case PT. Eigerindo MPI, may take the form of either a fixed term the employment agreement (PKWT) or an indefinite a term employment aggrement (PKWTT). The implementation of the a fixed term in the employment agreement (PKWT) have must be based in the provisions in the applicable law and based on the principles of agreements which are generally stated in the Civil Code and specifically discussed in the law regarding employment, namely in Law Number 6 of 2023.

**Keywords:** *Employment, Contract Labor, PKWT.*

**ABSTRAK**

Peningkatan populasi yang tidak terkontrol tentunya dapat berpengaruh terhadap kebutuhan pangan, sandang, dan papannya yang bertambah tinggi. Untuk dapat memenuhi kebutuhan tersebut manusia harus mendapatkan pekerjaan yang dapat menghasilkan agar semua kebutuhan sandang, pangan, dan papannya dapat terpenuhi dengan baik. Bidang ketenagakerjaan merupakan segala hal yang memiliki kaitan dengan tenaga kerja, baik sebelum masa kerja, selama masa kerja dan setelah selesai dilakukannya masa kerja. Mendapatkan pekerjaan lalu bekerja

merupakan salah satu cara agar manusia dapat memenuhi kebutuhan fisiologisnya. Setiap pemberi kerja wajib memenuhi dan menentukan hak-hak dan kewajiban para pekerja atau buruh yang dibuat berdasarkan ketentuan pada Undang-undang Nomor 6 Tahun 2023 Tentang Cipta Kerja, namun terkadang pihak pemberi kerja tidak mengerti dan memahami mengenai hak-hak yang seharusnya diperoleh atau didapatkan para buruh atau pekerja yang wajib dipenuhi. Sebelum menjalankan tugasnya sebagai buruh/pekerja, terlebih dahulu akan dilaksanakan perjanjian kerja antara PT. Eigerindo MPI dengan buruh/pekerja agar terbentuk hubungan kerja yang saling terikat. Kesepakatan berupa adanya perjanjian kerja harus dibuat secara tertulis dan mendapatkan kesepakatan antara pihak pekerja atau buruh dengan pihak pengusaha atau disebut dengan pihak pemberi kerja (perusahaan). Perjanjian kerja yang diberikan oleh PT. Eigerindo MPI dapat dalam bentuk Perjanjian Kerja Waktu Tertentu (PKWT) atau juga dibuat dalam bentuk Perjanjian Kerja Tidak Tertentu (PKWTT). Pelaksanaan perjanjian kerja dengan jenis PKWT harus didasarkan pada ketentuan Undang-Undang yang berlaku dan didasarkan pada prinsip-prinsip perjanjian yang secara umum telah tercantum dalam KUH Perdata dan secara khusus telah dibahas dalam Undang-Undang Nomor 6 Tahun 2023 mengenai Cipta Kerja.

**Kata Kunci:** *Ketenagakerjaan, Tenaga Kerja Kontrak, PKWT.*

## **A. INTRODUCTION**

Having good and equitable development is one form of a country's efforts to improve economic factors. The employment can be used as sector the supports the overall economic development of the country. The employment sector is all of everything can related to the workforce, both before a employment period, during the employment period and after the completion of the employment period (Ayuningtyas 2018). The welfare of the people in a place is influenced by the success of the employment sector in that area. Getting a job and then working is one way for humans to fulfill their physiological needs. Physiological needs can be interpreted as a person's needs to survive.

According to the provisions contained in article 28D paragraph (2) law of the 1945 Constitution, namely "All individuals are entitled to engage in employment and to be all treated fairly and with a decency in the context of an contractual the employment connection, in accordance with applicable labor standard". Labor law regulates the employment relationship between workers and entrepreneurs or known as employers. The employment relationship contains provisions regarding the obligations and rights between the employee and the employer (Salim 2021). Every employer is obliged to fulfill the rights of workers/laborers on the Law of the Republic of Indonesia on number 6 of 2023 concerning Job Creation, but sometimes employers do not understand and comprehend the rights of workers or laborers which must be fulfilled. The existence of the fixed term the all employment agreement (PKWT) is based on the time period for completing certain work which has been determined in the all work agreement.

The emergence of an employment relationship occurs when the employer makes an employment agreement, which is includes the agreement established

between a all employee and according to the employee company. All the work agreement that has been formed creates an attachment between a worker or we know as laborer and the company. When the a worker or we know as laborer has conveyed his or her commitment to the work agreement that has been made by the employer, legal consequences arise between the two parties concerned. A work agreement is an initial step to produce a mutually beneficial and fair collective agreement for both employers and workers/laborers before a work relationship takes place which results in an attachment between the worker or laborer and the employer or company (Lubis 2021).

To the fixed a term of the employment a agreement (PKWT) on the occurs when there is an all employment relationship agreement between the entrepreneur and the laborer/employee which is carried out within a certain period of time or for certain specific work. A fixed term of the employment agreement (PKWT) cannot be used for work agreements with permanent employment or permanent employees. If the work carried out is a permanent type of work, the form of work agreement used is an Indefinite Time Work Agreement (Thorik 2023). The implementation of the A fixed term of the employment agreement (PKWT) can involve extending the work contract according to the agreement between the worker/laborer and the entrepreneur with the provision that the contract extension does not exceed 5 (five) years of work period. The regulation for regarding this matter a stipulated in the Article number 8 paragraph (2) in the Government Regulation on Number 35 of 2021, which elaborates in the legal framework governing the employment relationship between workers and employers

The employment agreement contains an explanation of the type of work, placement of the area when on duty, working hours, leave rights, the amount of wages given, or special sanctions if a violation occurs during the employment relationship (Djumadi 1992). Referring on to the substance of Article 88A on the Law Number 11 of 2020, it is emphasized that a every worker is entitled to receive wages based on the agreement with the employer in however, such wages must not fall below the minimum standards as the mandated by prevailing laws and a regulations. An employment agreement that is made fairly, correctly, and does not favor one party can create a comfortable work environment, guarantee the rights of laborers/workers, and clearly state the obligations of both laborers/workers and employers or employers (Lubis 2021).

Employers must pay attention to the fulfillment of labor or worker rights so that workers can carry out work in a decent working environment. In the implementation of a fixed-term work agreement, the party most disadvantaged is the worker or laborer, because they have a time limit on their work contract. The maximum time limit for implementing a work agreement obtained by a laborer or employee is 5 (five) years, this makes it difficult for the worker or laborer to obtain a good career path. Workers/laborers will feel afraid if their contract has ended and they cannot get another job due to several factors, one of which is their age, which is no longer young (Harahap 2020). Workers/laborers will feel afraid if their contract has ended and they cannot get another job due to several factors, one of which is their age, which is no longer young (Ratnaningsih and Dewi 2023).

The implementation of Fixed Term a Employment Agreement (PKWT) has

special provisions to protect all workers. These special provisions are aimed at ensuring that there are no violations when making work agreements which should be included in the PKWTT category but are misused to become PKWT. Workers or laborers who are contract employees often experience violations of the rights that workers or workers should have, these violations are usually carried out by employers or companies where workers or laborers do their work. This is due to the weak position of PKWT employees. A Fixed in the Term Employment Agreement (PKWT) can only be made if the type of work has certain aspects, namely, in the type of work that can be completed within the certain period of time, the type of work that can be completed within an estimated time that is not too long (the amount of time required can be calculated or estimated), on the type a special work that is seasonal or temporary in nature, the type on the working place that is non-permanent or work that is related to the discovery of new products that are still in the experimental stage.

These provisions are stated on the Law of the Republic of Indonesia on number 6 of 2023 Article 59 concerning on the Job Creation. Legal protection for entrepreneurs and workers or laborers has been regulated on the Law of the Republic of Indonesia on number 6 of 2023 concerning Job Creation. When making for the specific a Time Work Agreement we usually know it as PKWT, the contents of the agreement must at least contain provisions regarding the name of the worker or laborer, company address, type of business, type of work carried out, place where the work is carried out, amount of wages received by the worker or laborer, method of payment of wages, and so on. It has been add on stated in Indonesia country Law number 6 of 2023 article 57 which states that work agreements contracts for definite period it shall be made in written form and must be composed in the Indonesian using latin letters its must, in accordance with applicable regulations on the country.

Execution of a fixed term agreement cannot imply the existence of a probationary period of employment. If a company conducts a work trial period for workers or laborers, the trial period that has been carried out is call condition a null and void and the work period be a continues to be counted. Even though its for the certain same period at the time, the implementation in the PKWT also includes workers' rights and protection for workers. The rights of workers/employees that must be fulfilled by employers (entrepreneurs) include the existence of Social Security for Workers (Jamsostek), the availability of work safety equipment, the provision of a work wages accordance to the minimum wage provisions in a region/province (UMP), obtaining Holiday Allowances (THR), and obtaining annual leave for workers or we now as a laborers who have fulfilled the provisions. An employment agreement must be documented in writing and mutually agreed upon by both the worker and by the entrepreneur, commonly we can call it as the employer.

The purpose of putting the agreement in writing is to ensure clarity and legal certainty for all parties involved can obtain legal certainty, the rights and obligations of both parties are clear, and the work agreement can be used as a reference for resolving problems that may arise during the work period (Anita Sinaga 2019). On the employment agreement which exist between a laborer or worker and an entrepreneur cannot end simply because when the departure of the entrepreneur due

to death or the transfer of business rights for the company due to a sale, gift or inheritance. When a company transfer occurs, the workers' or laborers' rights will shift to the responsibility of the new entrepreneur. This is clearly stated in the Job Creation Law, on stated in Indonesia country Law number 6 of 2023 Article 61.

PT. Eigerindo Multi Industrial Products or known as "EIGER" is a company operating in the field *retail industry*. Products produced by PT. Eigerindo MPI focuses on adventure equipment, *lifestyle* And *riding* with international quality. Founded by Ronny Lukito in 1979 in Bandung (Mella Arnani 2021). Before carrying out their duties as a laborer/worker, a work agreement will first be executed between PT. Eigerindo MPI with workers/employees to form a mutually bound working relationship. Work agreement provided by PT. Eigerindo MPI can be in the form of a Specific Time Work Agreement (PKWT) or an Indefinite Work Agreement (PKWTT).

The implementation of PKWT must be based on the provisions of the applicable law and based on the principles of agreements which are generally stated in the Civil Code and specifically discussed in the law regarding employment, namely in Law Number 6 of 2023. The aim of this research is to find out whether the work agreement that has been made by the PI is implemented. Eigerindo MPI has complied with the latest provisions regarding job creation and ensures that laborers/employees get all their rights in accordance with the provisions of Law Number 6 of 2023 concerning job creation.

## **B. RESEARCH METHODS**

The type of research used in this research uses empirical legal research. Empirical legal research or research which is carried out directly in the field, namely research whose object is related to symptoms, events, phenomena that occur in society, a company, or community institutions. Empirical research looks at phenomena that exist and occur in society and has a non-library nature. Empirical legal research is research that examines the operation of law in society (*law in action*). This research views law not only as a norm, but in empirical research law is also seen as a social fact that exists and occurs in society. The most important aspect in research that uses empirical legal research methods is data and facts. Facts and data can be obtained by means of interviews, direct surveys in the field, or making observations according to the topic being researched.

## **C. RESULT AND DISCUSSION**

**Implementation of a Specific Time Work Agreement (PKWT) at PT. Eigerindo MPI Regional Surabaya according to Law no. 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law.**

PT. Eigerindo MPI Regional Surabaya is a company operating in the retail industry which provides clothing and equipment for outdoor adventures. Industry *retail* is a business that involves selling goods or services directly to consumers in unit quantities intended for personal use, not for resale. A work agreement is the initial stage of the birth of industrial relations between entrepreneurs as owners of capital and workers (Salim 2021). The research results show that in the work

agreement between PT. Eigerindo MPI Regional Surabaya with workers/laborers contains all the provisions can we find on article number 13 of Government Regulation Number 35 of 2021, which serves a derivative regulation on the law of Job Creation, provides specific legal provisions its related to Fixed a Term all Employment Agreements, outsourcing a mechanisms, about working hours, employee rest periods, and the las related to the procedures for employment termination. This regulation has been functioned as a comprehensive legal framework intended to a ensure clarity and legal certainty for both employers and employees in managing all employment relations.

At PT. Eigerindo MPI Regional Surabaya Most of the workers use the Specific for Time Work a Agreement (PKWT) or are usually referred as contract the employees. Fixed-term work agreements are more widely used by entrepreneurs, because they are considered very effective and profitable for entrepreneurs. When implementing a Specific Time for Work Agreement or we usually know it as PKWT, a trial work period is not permitted, because the PKWT is specifically intended for work that is completed within a short time (Fernanda Ryzkiansyah Herman 2022).

Table 1.1  
**Have you ever been an employee at this company?  
in the probationary period**

No	Answer	Amount
1	Once	10
2	Never	-
Amount		10

*Source: Field Processed Data via questionnaire*

From this data, it shows that all respondents had been employees during a work probation period. The provisions of this company, the work trial period is applied to all workers regardless of employee status. Workers with contract worker status (PKWT) should not be allowed to undergo a work probation period. The work trial period required by the company of course causes losses for workers with a Specific Time Work Agreement (PKWT) because if the worker cannot meet the company's standards or the worker cannot meet the targets set by the company, its danger because companies can easily terminate the all employment contract between workers and the company. Implementation of workers' rights:

### **1. The right employee to receive wages**

Based on the results of questionnaires and interviews conducted by researchers, the results showed that workers at PT. Eigerindo MPI Regional Surabaya earns a salary of IDR every month. 4,500,000 (four million five hundred thousand). Meanwhile, this year (2025) the minimum wage for the city of Surabaya has reached Rp. 4,961,753 (four million nine hundred and sixty one thousand seven hundred and fifty three rupiah) ("What is the UMR in Surabaya 2025? The highest in East Java" 2025). The wages received by workers are of course still below the

minimum wage set by the government.

## **2. Right to Receive Holiday Allowance (THR)**

Workers with a fixed-term work agreement (PKWT) still have the right to receive Holiday Allowances, as long as their work period does not end before religious holidays. Based on data obtained by researchers, workers at PT. Eigerindo MPI receives a Holiday Allowance (THR) of IDR. 1,000,000 (one million rupiah) to Rp. 2,000,000 (two million rupiah). The amount of holiday allowances (THR) received by workers is not in accordance with the provisions on the Article number 3 paragraph (1) of the Minister of Manpower Regulation (Permenaker) Number 6 of 2016 law on Indonesia country its concerning Religious Holiday Allowances for Workers or Labourers in all companies. The provisions in the ministerial regulations state that the company must provide holiday allowances for workers in the amount of one month's wages.

## **3. Right to Receive Overtime Pay.**

Overtime work must be carried out in accordance with the provisions of the law (Daud 2021). Based on the method for calculating overtime pay that has been explained. according to the law, workers at PT. Eigerindo MPI Regional Surabaya should get Rp. 26,011 (twenty six thousand and eleven rupiah) per hour when carrying out overtime. However, if we look at the data in table 3.9, if we take the average of overtime divided by the wages the workers get, then the workers only get around Rp. 5,800 (five thousand eight hundred rupiah) per hour when carrying out overtime. Of course, the overtime pay provided by the company does not comply with the provisions of the law. Workers receive overtime wages below the nominal amount they should receive.

## **4. Work and Rest Time**

Determining working time is important because working time is related to the efficiency and productivity of work carried out by workers. Provisions regarding working time are contained in Indonesia country law at Article 77 of Law Number 6 of 2023 its concerning about job creation. At PT. Eigerindo MPI has provided working time to workers in accordance with the provisions contained in Law No. 6 of 2023 concerning job creation. The workers at this company work 7 (seven) hours a day and get 1 (one) day off a week. In between work, workers also get one hour of rest time, rest time is given when employees change shifts.

## **5. Right to Leave**

The right to leave can be interpreted as a worker's right to temporary or certain absences along with information from the party concerned. Providing leave rights for agencies or companies that employ workers is mandatory and companies are obliged to provide them to employees without reducing or cutting salaries.

### **1) Annual Leave**

As stipulated between a Article 79(3) of Law No. 6 of 2023 its talk about or concerning Job Creation, the law mandates its that every employer must have grant at least twelve days of annual leave to all employees upon the completion of one continuous year of employment, thereby a reinforcing

employee rights to rest and recovery. If workers do not work for 12 (twelve) months continuously, the company has the right to refuse workers who request annual leave rights. In this company, the provisions regarding granting leave to workers are in accordance with the provisions of Law no. 6 of 2023 concerning of job creation.

2) Leave or Sick Leave

Based on the explanation of one respondent, in PT. Eigerindo MPI Regional Surabaya sets limits on leave or sick leave submitted by workers, namely for 3 (three) working days in one month or if the worker is hospitalized sick leave is given with a limit of one week or in accordance with the permission letter given by the hospital or doctor. If a worker applies for permission or sick leave beyond the time determined by the company, then the permission or sick leave requested by the worker will not be accepted and the worker's wages will be deducted according to the number of days the worker has not worked.

3) Leave to get married and start a family

There are special provisions that have been regulated by the company regarding workers who perform weddings. In this company, workers are allowed to get married if they have worked for the company for at least 12 (twelve) months, so workers can apply for marriage leave. Workers are not permitted to marry colleagues in the same region, this provision is made to prevent potential conflicts of interest, nepotism and performance interference in the workplace.

**6. Employee Right to Receive a Social Security.**

Workers' social security, or what is often called Jamsostek, is a social protection program provided to workers and their families to protect them from various risks that may occur during work, such as work accidents, death, illness and retirement. Social security is a worker's right to receive protection provided by the company to provide protection to workers (Agus 2022). All workers at this company receive a social security on the form of BPJS Health and BPJS Employment from the company.

**7. Right to Receive Compensation Money**

Companies are obliged to provide compensation money to workers at the end of a certain term work agreement. Provisions regarding the provision of compensation money to workers with certain types of work agreements for the certain time (PKWT) at Article 15 of the Government Regulation Number 35 of 2021, which governs matters related to the fixed term all employee agreements, a outsourcing arrangements, employee working time, rest periods for employee, and the employment termination, sets forth the legal provisions concerning the employer's obligation to provide compensation to employees.

Based on the data obtained by researchers, it can be seen that in the work agreement between workers and PT. Eigerindo MPI Regional Surabaya does not have any provisions regarding the rights received by workers when the PKWT period ends. When a certain term work agreement between a worker and the



company ends or is extended, the worker has the right to receive compensation provided by the company. Employees are entitled to receive compensation from the employer upon the termination of their employment period, as stipulated in the employment agreement. The compensation must be granted either at the end of the contract or at the time of its renewal by the employer. The provision of such compensation constitutes a fundamental right of every employee and is a mandatory obligation for the employer to fulfill.

### **Obstacles and Barriers in the Implementation of Fixed Term Employment Agreements (PKWT) at PT. Eigerindo MPI Regional Surabaya**

Implementation of Definite Term Employment Contract popularly known as PKWT in companies, including PT. Eigerindo MPI Regional Surabaya, can face various obstacles and barriers. The following are several factors that become obstacles in implementing a Fixed Time Work Agreement in a company:

#### **1. Lack of Understanding and Socialization of PKWT**

Many workers and even managers in companies may not understand the provisions that apply in Fixed Term Employment Agreements, both related to workers' rights and obligations and company obligations. This lack of socialization can lead to errors in drafting agreements, or even legal problems later on, such as contract extensions that are not in accordance with the rules or unauthorized termination of employment.

#### **2. Improper Employment Contract Extension**

One of the common obstacles is when the Fixed Time Work Agreement is extended without taking into account the applicable legal provisions. Law Number 13 of 2003 concerning Employment states that fixed term employment agreement (PKWT) can only be extended for a maximum period of five years. If companies do not follow these rules, they risk facing legal problems, such as claims from workers who feel their contracts have been extended without legitimate grounds.

#### **3. Unclear Worker Status**

Workers with Fixed Time Work Agreement status often feel that they are not treated equal to permanent employee entitlements both in terms of benefits, social security and other rights. This can cause dissatisfaction which leads to resignation or even legal disputes.

#### **4. Lack of Legal Protection**

Companies sometimes do not provide sufficient legal protection for Fixed Term Employment Contract workers, either in terms of unfair termination of employment (PHK) or workers' rights that are not granted after the contract ends. Often, PKWT workers do not have a sense of security in terms of social security or access to benefits such as health insurance and pensions, even though they are entitled to them.

#### **5. Heavy Administrative Burden**

Companies need to manage a number of administrations related to Fixed Time Work Agreements, starting from properly drafting contracts to managing work period records. Workers with PKWT status sometimes have short contract periods, and contract extensions or terminations need to be managed carefully to avoid violating existing regulations.

#### 6. Irregular Termination of Employment

One of the big problems in a Fixed Time Work Agreement is the risk of irregular or unfair layoffs. Some companies, in this case, may tend to terminate the Fixed Time Work Agreement contract unilaterally or for reasons that are not in accordance with existing provisions, thereby creating uncertainty for workers who rely on the Fixed Time Work Agreement as a source of income.

#### D. CONCLUSION

The implementation of a fixed term employment agreement (PKWT) in a company has a very important role in maintaining the smooth running of the company's operations, but is also inseparable from various challenges and obstacles. From a legal aspect, PKWT provides flexibility for companies in dealing with temporary human resource needs. However, if it is not implemented carefully and complies with existing provisions, this can cause legal problems that are detrimental to both the company and workers.

Protection of PKWT workers must also be prioritized so that they do not feel disadvantaged and continue to receive rights in accordance with applicable regulations, such as social security and adequate benefits. The results of interviews and questionnaires that researchers distributed to this company resulted in the conclusion that PT. Eigerindo MPI Regional Surabaya violates the provisions of the applicable law. The provisions that were violated by the company were regarding the wages given to workers. In this company, workers did not receive wages according to the minimum wage standard for the city of Surabaya.

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