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Rights to occupational health and safety for certain time workers in industrial relations under the job copyright law

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Abstract
Outsourced workers have rights to Occupational Health and Safety (K3) and the formulation of threats of sanctions (criminals) is a good effort to make the realization of the rights of outsourced workers more effective. These rights are regulated in the articles of Law Number 13 of 2003 concerning Employment. However, these rights are not fulfilled by employment companies and labor supply companies (outsourcing companies) because there is no threat of sanctions or strict threats of punishment for violations or crimes against the rights of outsourced workers. Legal efforts to protect outsourcing workers can be carried out preventively or repressively. Furthermore, the resolution of industrial relations disputes outside the court and through (inside) the court. First, resolving disputes outside of court, for example through bipartite negotiations, conciliation, arbitration and mediation. Second, dispute resolution through (in) court, for example, is carried out through ordinary legal remedies and extraordinary legal remedies.

Keywords: Rights, health, workers, part time

Introduction

According to Budiartha, if we look closely, it appears that there is a lack of clarity or ambiguity in norms in outsourcing arrangements, which opens up space for multiple interpretations that are vulnerable to causing disharmony in the working relationship between workers and companies in the outsourcing system. The regulatory ambiguity in question is related to the legal certainty of employment relations regulated in Law Number 13 of 2003, namely with PKWT and/or PKWTT employment relationships, as in Article 65 paragraph (6) and paragraph (7) and Article 66 paragraph (2) b and d in conjunction with Article 59 in Law Number 13 of 2003. Related to this, the employment relationship that occurs in an outsourcing agreement is between the outsourced worker or laborer and the outsourcing company (employee). If a number of requirements specified in the law are not met, then by law, the status of the employment relationship between the worker/laborer and the company providing worker or labor services (outsourcing company) changes to an employment relationship between the worker/laborer and the employing company. The practice in outsourcing work agreements tends to be PKWT/contracts, so it is easy for companies to lay off workers if the company no longer needs them [1]. The consequence of the above provisions is that if there is a violation of statutory regulations or a collective work agreement committed by the employing company against outsourced workers, then the outsourced worker cannot file a lawsuit against the employer, even though the violation was committed by the employer, by because Article 66 paragraph (2) considers that there is no employment relationship between the employing company and outsourced workers. This is very profitable for the company because it is no longer responsible for several components that are quite burdensome for the company, such as severance pay, THR, layoffs, or others, because it has been taken over by the company providing labor services. However, this is not the case for workers, outsourcing actually creates problems of uncertainty in employment relations, because work contracts between workers and companies providing labor often end while work is still available. Furthermore, when there is no work, what happens is no work no pay, that is, workers will not be paid while they are not working.

Based on the opinion of workers, the practice of outsourcing work systems by companies is intended to [2]: a) Avoid severance pay, holiday allowances (THR), wages and other normative rights; b) Weakening the labor movement, because with this system workers are reluctant and afraid to organize; c) The company is not disturbed by labor actions such as demonstrations, strikes and so on which threaten the existence of the company's production; d) The cost of recruiting workers and increasing the abilities and skills of workers is no longer the responsibility of the company but rather the labor service provider.

The workers' reasons or opinions are based on entrepreneurs who really want flexibility in the labor market, so that they hope to get bigger profits. In practice, the Manpower Office often finds that the outsourcing provisions in the Manpower Law contain many loopholes, companies that violate them cannot be prosecuted criminally, because the prohibitory provisions do not come with the threat of sanctions. From the perspective of benefits, fairness and legal certainty, outsourcing is clearly very detrimental to the protection of workers' basic rights. Many workers have suffered losses due to work agreements, such as wages that do not comply with the Regional Minimum Wage (UMR), working hours that are more than the limits set out in law, and social security that is not met by the company.

Losses to workers rights, in terms of labor, according to employment law, the risks of outsourcing can occur, among others: 1) Without a career path/uncertainty about continuity of work because it is very easy to be laid off in relation to outsourced workers with a contract system (PKWT), the agreement may only be made once and for a maximum of two years (Article 59 paragraph (6) Law Number 13 of 2003). 2) Severance pay is not the same as permanent employment, because the work period is always calculated

from a two-year contract extension as stated in Article 56 paragraph (6) of Law Number 13 of 2003.

Indications of weak legal protection for workers, especially contract workers who work for outsourcing companies, can be seen from the many deviations and/or violations of work norms and Occupational Health and Safety (K3) norms committed by entrepreneurs in running outsourcing businesses. These deviations and/or violations can be categorized as follows

1. The company does not classify the main work (core business) and the company's supporting work (non-core business) which is the basis for implementing outsourcing, so that in practice what is outsourced is the nature and type of the company's main work. The absence of classification of the nature and type of work that is outsourced results in workers being employed for main types of work or work that is directly related to the production process, not supporting activities as required by law;
2. The company handing over the work (principal) hands over part of the work to another company/company receiving the work (vendor) which is not a legal entity;
3. Job protection and working conditions for outsourced workers are very minimal when compared to other workers who work directly for the principal company and/or do not comply with applicable laws and regulations.

Stigmatization of outsourcing practices apart from having an impact on low commitment, motivation and loyalty of workers/laborers towards the company and decreasing work productivity levels, also causes an escalation of industrial relations disputes which can lead to work strikes and demonstrations. In fact, to create harmonious working relationships, all forms of symptoms that lead to disputes must be avoided. According to Adrian Sutedi, "it cannot be denied that the development of the business world is greatly influenced by the situation and conditions of industrial relations, especially the role of interested parties in the business world (stakeholders). The better industrial relations, the better the development of the business world [3]." So, harmony in industrial relations depends on how the parties fulfill their obligations towards other parties so that the other parties obtain their rights.

The government must implement this harmony by immediately finding solutions to minimize the negative impact of outsourcing practices. For a long time, there has been a mistaken perception that companies, including companies operating in the outsourcing sector, are only in the interests of entrepreneurs and capital owners. In reality, society has an interest in the company's performance in terms of providing products and services, creating job opportunities and absorbing job seekers. The government itself has an interest in ensuring that society can prosper so that there is a sense of peace and security.

The complexity of outsourcing requires balanced attention between the need for investors and legal protection for workers, because the function of government intervention in employment matters is not only as an autonomous and independent value instrument, but must appear in its figure as part of a social engineering effort (law is a tool). of social engineering) [4]. Based on the description above, the author conducted legal research with the problem formulation: 1. Are fixed-term workers entitled to the same standard of Occupational Health and Safety protection as permanent workers in industrial relations contracts? 2. What legal measures can be taken to protect workers for a certain period of time in terms of Occupational Safety and Health in industrial relations contracts?

Research Methods

The type of research used in this research is normative, namely based on current legislation (positive law) using a statutory and conceptual approach.

1. Research Approach

Legal materials are collected through inventory procedures and identification of statutory regulations, as well as classification and systematization of legal materials according to research problems. Therefore, the legal material collection technique used in this research is literature study. Literature study is carried out by reading, reviewing, taking notes and making reviews of library materials related to the executive power of judges' decisions in corruption cases.

2. Sources of Legal Materials

The sources of legal materials used to support the writing of this research were obtained from two sources, namely: a. Source of Primary legal materials: Law Number 13 of 2003. b. Secondary legal materials, secondary legal materials are all publications about law that are not official documents. Legal publications include textbooks, legal dictionaries, legal journals, and commentaries on court decisions. Secondary legal materials have levels based on their type. It can be seen that the main secondary legal materials are textbooks because textbooks contain the basic principles of legal science and classical views of highly qualified scholars. Apart from textbooks, secondary legal materials can be in the form of good writings about law in books or journals.

3. Data Analysis Techniques

The entire legal material that has been obtained will be analyzed normatively or better known as qualitative descriptive analysis. Where all the legal materials collected, both primary legal materials and secondary legal materials, will be processed and analyzed systematically, presented in the form of descriptions related to legal theory or principles so as to obtain a clear conclusion and picture in discussing the problem.

Discussion

1. Fixed-term Workers Have the Right to Receive the Same Occupational Health and Safety Protection Standards as Permanent Workers in Industrial Relations Contracts

a. Definition, Legal Basis and Scope of Occupational Health and Safety (K3)

1. Understanding Occupational Health and Safety

Every worker has the right to obtain protection for occupational safety and health, in the form of preventing work-related accidents and diseases, controlling workplace hazards, health promotion, treatment and rehabilitation [5].

Work safety is safety related to machines, aircraft, work tools, materials and processing processes, work platforms and the environment, as well as ways of doing work.

According to Iman Soepomo, work safety is a rule that aims to maintain the safety of workers against the danger of

accidents when carrying out work in a workplace that uses tools or machines, and/or dangerous processing materials [6]. Meanwhile, occupational health is a business regulation to protect workers from labor events or conditions that are detrimental or could harm the health and decency of workers in carrying out work in an employment relationship.

Work productivity can be realized if the safety and health of workers is protected through [7]:

a. technical prevention of accidents and illnesses that may occur during work;
b. control of hazards in the work environment;
c. handling when workers experience things that are prevented;
d. provides facilities for workers to continue to receive health protection, treatment and recovery through rehabilitation at health institutions.

2. Occupational Health and Safety According to Law

Occupational safety and health are regulated in Article 86 and Article 87 of the Manpower Law, which read

Article 86: Every worker/laborer has the right to obtain protection for: occupational safety and health; morals and decency; and treatment in accordance with human dignity and religious values.

To protect the safety of workers/laborers in order to realize optimal work productivity, occupational safety and health efforts are carried out. Protection as intended in paragraphs (1) and (2) is carried out in accordance with applicable laws and regulations.

Article 87

a. Every company is required to implement an occupational safety and health management system that is integrated with the company management system.
b. Provisions regarding the implementation of the occupational safety and health management system as intended in paragraph (1) are regulated by Government Regulation.

Occupational safety and health efforts as intended in Article 86 paragraph (2) of the Manpower Law provide safety guarantees and improve the health status of workers/laborers by preventing accidents and work-related diseases, controlling workplace hazards, health promotion, treatment and rehabilitation [8].

Apart from that, workers also have the rights and obligations regulated in Article 12 of the Work Safety Law to do the following:

a. Provide correct information when requested by supervisory employees and/or work safety experts;
b. Wear the required personal protective equipment;
c. Fulfill and comply with all required occupational safety and health requirements;
d. Request from the management that all required occupational safety and health requirements be implemented;
e. Expressing objection to work on work where the occupational safety and health requirements as well as the required personal protective equipment are in doubt unless in special cases it is determined otherwise by the supervisory employee within limits that can still be accounted for.

Meanwhile, what is meant by occupational safety and health management system in Article 87 paragraph (1) of the Manpower Law is part of the company's overall management system which includes organizational structure, planning, implementation, responsibilities, procedures, processes and resources needed for development. implementation, achievement, review and maintenance of occupational safety and health policies in the context of controlling risks related to work activities in order to create a safe, efficient and productive workplace. The occupational safety and health management system ("SMK3") is also regulated in Article 1 paragraph (1) PP 50/2012, which is part of the company's overall management system in the context of controlling risks related to work activities in order to create a safe, efficient workplace. and productive. Then, basically every company is obliged to implement SMK3 in their company [9]. The obligation in question applies to companies that employ at least 100 workers/laborers or have a high level of potential danger.

3. Scope of Occupational Safety and Health

The scope of occupational safety and health is in all work areas, whether on land, in the ground, on the surface of the water, in the water or in the air as long as it is within the territory of the Republic of Indonesia [10]. Apart from that, there are 3 elements of the workplace, namely [11]: businesses of a commercial, economic or social nature; there are sources of danger that can harm workers; and there are workers who work in the area continuously or periodically.

Occupational safety and health in the workplace is the responsibility of the employer. Implementation of occupational safety and health in the workplace is carried out jointly by the company leadership or management and the entire workforce.

4. Basic Workers' Rights in Occupational Health and Safety (K3)

The provisions of Article 86 paragraph (1) of Law No,13 of 2003 clearly regulate that every worker/laborer has the right to obtain protection for: occupational safety and health; morals and decency; and treatment in accordance with human dignity and religious values. Employers have a responsibility to ensure that protection for the health, safety and welfare of workers in their workplace is met. With regard to the implementation of K3, there are at least 3 (three) basic worker rights that must be fulfilled by employers:

a. Right to Information

The first worker's right is the worker's right to receive all information and explanations regarding workplace hazards and how to handle them. Employers have a responsibility to provide a safe and healthy workplace, so they must provide information and training to workers on how to deal with these hazards. The following materials must be presented in orientation/training carried out by employers as a worker's right to obtain information, namely: a. Safety procedures and how to practice them specifically according to the industry or particular type of work in the workplace. b. Information about the dangers that exist in the workplace and the procedures developed to deal with these dangers (including policies regarding protection against sexual violence and harassment, as well as protection against

physical, chemical, biological, ergonomic, psychosocial and safety hazards). Procedures for reading and using the Material Safety Data Sheet/MSDS (Material Safety Data Sheet) to recognize hazardous materials in the workplace and the precautions that need to be taken when working with these dangerous materials.

b. Place or location of first aid supplies or facilities (P3K); First aid room, places where there are first aid kits, stretchers, ambulances, showers for rinsing the body/eyes when exposed to dangerous materials and information about first aid officers

c. Procedures in the event of an emergency or fire incident; Evacuation routes for rescue, communication routes that need to be carried out.

d. Identify prohibited or restricted areas in the workplace.

e. How to choose, use and care for personal protective equipment (PPE) correctly (done in special training).

f. Procedures for reporting hazards and accidents.

Employers must ensure that no worker is given permission to carry out work unless

a. The worker has been given training and has sufficient experience to work safely and act in accordance with applicable laws and regulations. 2. Be under strict and competent supervision.

b. Right to Participate

This right is the right that workers and trade unions have to participate in health and safety activities in the workplace. Various international conventions such as the ILO Convention and also national laws that apply in Indonesia provide SP Management as Workers' representatives to be able to participate in the implementation of K3 in the company. This includes workers' rights to become members of the P2K3 which was formed at the company to provide advice on improving health and safety in the workplace. The right to be consulted regarding the preparation of K3 policies in the Company, including the right to participate in monitoring activities regarding the implementation of K3 and participate in investigations related to work accidents and occupational diseases. Trade Union officials as worker representatives also have the right to receive notification regarding the implementation of K3 in the company.

c. The right to refuse unsafe work

This right is the right that workers have to refuse work that is unsafe, whether unsafe for themselves or others. This unsafe work means work that will be carried out in unsafe conditions (potentially causing accidents), work that is not usually carried out by workers before (without prior orientation and training or without being supervised by competent workers), work that is carried out without fulfilling K3 requirements, such as not providing Personal Protective Equipment (PPE) or the PPE provided by the employer does not comply with the K3 PPE requirements for the work being carried out.

Workers who refuse to carry out unsafe work need to notify their superiors about the refusal and must be protected from discriminatory actions (for example, giving warning letters/sanctions or even unfair termination of employment). Apart from that, in Law no,1 of 1970 concerning Work Safety and statutory provisions in the field of K3 also clearly give workers the right to: Article 8: a. Prior, periodic and special health checks. b. Workers' rights to obtain information and explanations from employers regarding

1. Conditions and dangers that may arise in the workplace;
2. All safeguards and protective equipment required in the workplace;
3. Personal protective equipment for the workers concerned;
4. Safe methods and attitudes in carrying out work.

Article 9

a. receives guidance from employers in preventing accidents and eradicating fires as well as improving occupational safety and health, including providing first aid for accidents (Article 9)
b. Request the Management/Entrepreneur to implement all required occupational safety and health requirements (Article 12)
c. Consultation requested by Employers in establishing K3 policies in the company (Article 7 PP 50/2012)
d. Expressing objection to work on work where the occupational health and safety requirements and personal protective equipment required are in doubt unless in special cases determined otherwise by the supervisory employee within limits that can still be accounted for (Article 12)
e. Get free all personal protective equipment required by Occupational Health and Safety (K3) Standards.

5. Certain Time Workers' Rights to Occupational Health and Safety (K3)

Article 56 of Law Number 13 of 2003 regulates that work agreements are made for a certain time and for an unspecified time. Most agency workers are included in a work agreement for a certain time. However, article 6 of Law Number 13 of 2003 is the right to non-discrimination. These basic rights are reaffirmed in the following articles: 1) Article 35 paragraph (2) states that work placement implementers are obliged to provide protection from recruitment to placement of workers; 2) Article 35 paragraph (3) states that employers, when employing workers, are obliged to provide protection that covers the welfare, safety and health, both mental and physical, of workers. These two verses provide a very broad understanding of the meaning of "protection." This is emphasized again by the words "covering" welfare, safety and health (K3). The word "includes" means covering but is not limited to what is mentioned in the word including. If this understanding is connected to the meaning of non-discrimination with permanent workers as mentioned in Article 6 of Law Number 13 of 2003, then in fact there is substantively no difference between permanent workers and workers for a certain period of time, the outsourcing type is included in their normative rights if they are dismissed. of work by the employer.

Article 59 of Law Number 13 of 2003 relating to PKWT explains that where outsourcing workers are included in this category, these workers must be given work that is in accordance with their nature as mentioned in paragraphs (1) and (2) of Article 59 of this Law. If it is not appropriate, for example office administration work which cannot be

separated from the routine work of other permanent employees, then by law agency workers must be recognized by the employer as permanent workers and cannot be discriminated against with other permanent workers. This is emphasized in Article 65 paragraph (4) and paragraph (8) so that their rights must be restored and equalized with those of permanent workers, including in terms of working time [12]. Conditions that cause workers to feel uncomfortable and unsafe at work along with the lack of certainty of job continuity cause workers to continually look for new jobs that can provide a better future. Of course, this is very detrimental to companies that use outsourced worker services. Workers have the right to receive protection for occupational safety and health as regulated in Article 86 of Law Number 13 of 2003. Likewise, as an effort to improve workers' welfare, at least workers must be included in the labor social security program (Jamsostek) for outsourcing workers. Every worker/laborer and their family, based on statutory regulations, have the right to obtain labor social security as regulated in Article 99 of Law Number 13 of 2003. This regulation is intended to provide protection for workers against work accidents, illness, old age or death. world. However, in general, in the outsourcing system, the rights of outsourced workers/labourers to social security for workers are not clearly stated in their work agreements. Outsourced workers/laborers who are included in Jamsostek, PT Jamsostek will include the rights of workers/laborers to receive three Jamsostek programs (Article 2 PP Number 84 of 2013):

a. Work Accident Insurance

Work accidents are accidents that occur during work relations, including illnesses resulting from work relations. Likewise, for work accidents that occur on the way from home to work and back via the usual/natural route traveled every day. This work accident insurance contribution is fully borne by the employer, ranging from 0.24% to 1.74% of the worker's monthly wages.

b. Death Guarantee

Deaths that receive compensation are workers who died while participating in Social Security. This guarantee is a supplement to old age security, both of which are guarantees for the worker's future. This guarantee is intended to help overcome/ease the burden on the families left behind by providing compensation for funeral costs. The amount of this guarantee is 0.30% of the worker's monthly wages, which is fully borne by the employer.

c. Old Age Security

The uncertainty of status and uncertainty regarding the continuity of employment for outsourced workers/laborers means that outsourced workers/laborers do not have social or old age security as mandated in Article 99 of Law Number 13 of 2003. Because the company providing the workers has assumed their responsibilities. to companies providing employee services (PPJP) and companies providing employee services also do not want to take the risk that at any time the company providing the employment will no longer need the services of workers/laborers. Outsourced workers/laborers are not included in the Jamsostek program where this program is the right of outsourced workers/laborers. Not only that, the question regarding rights to the old age security program is that the outsourcing work agreement is for a maximum of 2 years so it is not possible for outsourced workers to have rights to the old age security program. Recognition of the rights of every citizen is essentially guaranteed in the preamble to the 1945 Constitution, especially in the fourth paragraph as contained in the clause on the State's objectives which are to protect all citizens and realize prosperity for all Indonesian people. Furthermore, the ideals contained in the preamble to the 1945 Constitution are emphasized in Article 27 paragraph (2) which states that every citizen has the right to work and a living that is worthy of humanity. The right to work in the 1945 Constitution is stated in Article 28D paragraph (2) which states "everyone has the right to work and receive fair and decent compensation and treatment in employment relationships." The formulation of everyone's right to work as a constitutional right is a guarantee that all Indonesian citizens have the right to work which can be realized by government systems or policies. The provisions of Article 27 paragraph (2) and Article 28D paragraph (2) of the 1945 Constitution from a constitutional perspective give every citizen the right to obtain work and a living that is worthy of humanity as well as fair and decent treatment in employment relations. Realizing the mandate of these articles requires development in the employment sector as an internal part of national development. The sub-sentence in Article 28D paragraph (2) of the 1945 Constitution, namely" and receive fair and appropriate compensation and treatment in the employment relationship" means that every worker is obliged to receive compensation, where the compensation is in the form of wages commensurate with the work carried out. Workers must also be treated fairly and appropriately, regardless of the type of employment relationship. Outsourced workers, whether they have a PKWTT or PKWT work relationship, have the right to be treated fairly both by the outsourcing company (vendor) and by the company providing the work. The right to be treated equally and equally is also stated in Article 5 and Article 6 of the Employment Law. Article 38 of the Human Rights Law states that every person, whether male or female, who does the same, comparable, equal or similar work, has the right to the same wages and terms of employment agreement. Law Number 3 of 1992 was established to regulate the protection of workers from the possibility of something occurring that results in the loss of part or all of the worker's income due to things beyond their capabilities. This can be seen from the provisions of Article 1 paragraph (1) which states that Social Security for Workers is a protection for workers in the form of compensation in the form of money as a replacement for a portion of lost income or reduced service as a result of events or conditions experienced by workers. in the form of work accidents, illness, pregnancy, childbirth, old age and death. The form of protection provided according to this Law is in the form of compensation or guarantees and in the form of services. This can be seen in Article 3 paragraph (1) which states that to provide protection to workers, a social security program for workers is organized, the management of which can be implemented using an insurance mechanism. This means that the protection provided is managed through the insurance program by collecting contributions from the employers who employ them and/or from the workers' wages themselves. Furthermore, according to Article 3 paragraph (2) every worker has the right to labor social security. According to Article 14 paragraph (1), the

government is gradually registering recipients of contribution assistance as participants in the Social Security Administration, which consists of civil servants, workers and the poor. Social security programs include: a) Health Insurance; b) Work Accident Insurance; c) Old Age Security; d) Pension Guarantee; e) Death Guarantee. There are four of the five types of Social Security programs which are administered by the organizing body that manages employment, where the body referred to according to the Social Security Law is the Social Security Administering Body (BPJS). BPJS Employment as intended in Article 5 paragraph (2) letter b organizes the program: a) Work Accident Insurance; b) Old Age Security; c) Pension Guarantee; d) Death Guarantee.

6. Rights of Certain Time Workers in Occupational Health and Safety (K3) through the Labor Social Security Program

As living creatures, humans have various things that must be fulfilled as a need. Each person's needs vary, depending on age, role and various other factors. To be able to fulfill their needs, humans can do 2 things. First, humans can work to earn wages or salaries which can then be used to meet their needs. Second, people can also start a business independently in the form of services or products so that they can gain profits in the form of business profits. These two types of efforts to fulfill needs then gave rise to other terms, namely entrepreneurs for business owners and workers for those who work to earn wages or salaries. There are various types of workers who can work for an entrepreneur, one of which is part-time workers. A worker can be said to be a part-time worker when he works less than general working hours, namely less than 35 hours per week. Although part-time workers work under general hours, they do not apply to work elsewhere. Before the term part-time worker was used, this type of worker used to be referred to as "voluntary underemployment".

In practice, entrepreneurs and workers are two interconnected entities. Their relationship is bound by a work relationship which is regulated and mutually agreed upon in a work agreement [13]. In the case of part-time workers, their employment relationship is usually regulated in a certain time work agreement which usually discusses the types of work that can be completed within a certain time period [14]. This type of work agreement is used for work that is assumed to be completed within a period of equal to or less than 3 years, is seasonal, or relates to things that are currently under development or are new. During this pandemic, many companies are implementing part-time work to reduce company operational costs. Talking about worker protection efforts, it cannot be separated from social security. Workers and employers sometimes do not fully understand this, so it is felt as a burden if there is a levy in the form of social security contributions. Considering the important tasks carried out by workers and the various dangers that can threaten their safety while working, social security as a form of protection, maintenance and improvement of workers' welfare is absolutely necessary. This is because workers have a very important role in development. It could be said that workers are development assets. Employment guarantees in Indonesia are protected through membership in the Employment Social Security Administering Body (BPJS).

BPJS Employment is not only mandatory for those who work as permanent company employees, but also includes those who work on a contract basis through a Specific Time Work Agreement (PKWT). Furthermore, part-time workers, casual daily workers and contract workers also have the same opportunity to enjoy employment protection. The discussion regarding the type of BPJS that protects workers for a certain period of time is regulated in the Decree of the Minister of Manpower (Kepmenaker) No KEP-l 50/MEN/1999 concerning the Implementation of the Labor Social Security Program for Casual, Contract and PKWT Daily Workers. In Article 2 paragraph (1), the Minister of Manpower Regulation regulates that business owners are obliged to register the workers they employ in the employment social security program, including those who are bound by PKWT. Then, in Article 13 paragraph (1), the Minister of Manpower Decree also states that workers who are bound by PKWT are also required to be registered in the work accident insurance program, death insurance, old age guarantee, and health care guarantee when they have been employed for 3 months or more in a row. -continuously. Still related, Article 13 paragraph (2) states that when a PKWT worker is employed for less than 3 consecutive months, then the supervisor businesses are required to register them in work accident insurance and death insurance programs. Article 13 paragraph (3) further regulates that when the employment relationship is extended so that the worker works for more than 3 months in a row, then they are also entitled to various types of employee guarantees as mentioned in Article 13 paragraph (1) which are calculated when extending the PKWT. Work is an activity or effort carried out by humans in an agency in which they receive wages in the form of a salary [15]. Payaman J. Simanjuntak stated that what is meant by workers are people who have or are currently working, are trying to get a job, and are doing other work such as studying at an educational institution and taking care of work in a household. Each employment agreement results in a different type of employment relationship because each agreement is divergent. In terms of age, work agreements are grouped into two, namely Specific Time Work Agreements (PKWT) and Indefinite Time Work Agreements (PKWTT). As the name suggests, PK WT is agreed for a type of work that is interpreted to be completed within a certain period of time which tends to be short. Generally, workers who are bound by PKWT are known as contract workers. Further regulations regarding this matter are regulated in Articles 56 and 57 of Law no,13 of 2003 concerning employment. Part-time workers are those whose working hours are below general working hours, namely less than 35 hours per week. To be able to run a business and maximize budgeting, many entrepreneurs decide to employ part-time workers [16]. When Indonesia experienced an economic crisis, the IMF as a world bank required the implementation of an outsourcing system as a condition for providing financial assistance. Its implementation was then ratified through Law no,13 of 2003 concerning Employment. The implementation of outsourcing is legally valid based on 3 points. First, outsourcing can help reduce the budget burden for workers' salaries in companies that are struggling. Then, outsourcing can make it easier to find skilled workers for temporary positions and finally, this system can also be implemented when an agency is reorganizing. Occupational safety and health (K3) is

important to pay attention to because it is related to the mental and physical integrity and balance of workers as individuals, which can then also support their performance at work. Theoretically, K3 is defined as a practical science and its application that minimizes the probability of accidents and the spread of disease while working [17]. K3 is an obligation for every element of the agency from all positions and functions. The existence of work safety guarantees will create a feeling of security and comfort in workers who can then maximize their performance at work [18]. In advancing the health of part-time workers, the Indonesian government is realizing BPJS Employment program as a form of protection for workers in Indonesia. On the other hand, social security is provided to all Indonesian residents as a form of protection for a decent life. Iman Soepomo explained that social security provides certainty of income (income security) for workers when they lose their rights due to something beyond their control [19]. On the other hand, Purwoko explained that social security brings benefits to workers because it can provide wage replacement when they experience disasters such as illness, accidents, death and termination of employment which can eliminate their regular income. Article 99 paragraph (1) UU No,13 of 2003 discusses the rights obtained by workers and their families which are obtained through labor social security (Jamsostek). There are 5 aspects of workers protected in this guarantee, in the form of

1. Recruitment/employment of workers;
2. Work relationships;
3. Occupational health;
4. Job security; and
5. Workers' social security.

As a social security administering institution, BPJS is responsible for ensuring that social security can be obtained properly by those who deserve it, in the form of guaranteed protection from financial risks when someone gets sick, has an accident, retires, or even dies. As one of the agencies related to this social protection system, hospitals are also expected to play a role by providing maximum service and accurate information in order to create a good system. The role of BPJS in implementing social security is further regulated in Law no. 40 of 2004 concerning the National Social Security System. UU no. 24 of 2011 concerning BPJS divides this non-profit agency program into 2 types, namely BPJS Health and BPJS Employment. In its operations, BPJS is directly responsible to the President and has the authority to collect contributions, place funds, supervise and inspect participant and employer compliance [20]. Article 6 paragraph (2) Law no. 24 of 2011 explains that BPJS Employment has the right to provide Work Accident Insurance (JKK), Old Age Security (JHT), Pension Security (JP) and Death Security (JKM) for workers involved in an employment relationship. Article 1 paragraph (1) PP No. 44 of 2015 states that JKK is a type of guarantee in the form of compensation and/or health services that is permitted for workers who experience accidents caused by the work environment.

Furthermore, Article PP no. 46 of 2015 concerning the Implementation of the Old Age Security Program regulates that JHT is a guarantee provided in the form of cash which is given in full when the beneficiary has entered retirement, died or experienced permanent total disability. In terms of preparing oneself for retirement, JHT can be paid in half until a certain deadline if the beneficiary has been registered as a participant for at least 10 years. These provisions stipulate that the payment percentage that can be given is a maximum of 30% of the JHT amount, which can be used for purchasing a house or a maximum of 10% for other needs related to retirement preparation. Article 1 PP No. 45 of 2015 concerning the Implementation of the Pension Guarantee Program states that JP is given to guarantee a decent life for registered benefit recipients and/or their heirs, which is given in the form of cash as a replacement for income when the participant has retired, is totally disabled, or dies. Article 1 PP No. 44 of 2015 concerning the Implementation of the Work Accident Insurance and Death Insurance Program regulates that JKM is provided in the form of compensation to the heirs of participants who die during their active period which is not caused by a work accident. The details of the JKM compensation provided are as follows

a. lump sum compensation worth IDR 16,200,000.00 (sixteen million two hundred thousand rupiah);
b. periodic compensation 24 x Rp. 200,000.00 = Rp. 4,800,000.00 (four million eight hundred thousand rupiah) paid at once;
c. funeral costs of IDR 3,000,000.00 (three million rupiah); and d) educational scholarships for participating children who have been registered for at least 5 years worth IDR 12,000,000.00 (twenty million rupiah).

To be able to obtain the benefits mentioned in the various BPJS Employment guarantees above, workers are required to pay a number of contributions according to the stipulated provisions and in accordance with the type of guarantee they are participating in. Minister of Manpower Decree 150/1999 requires business owners who employ PKWT workers for equal to or more than 3 months to register their workers in work accident insurance, death insurance, old age insurance and health care insurance programs. In the case of PKWT workers who are employed for less than 3 months, employers must register them in the work accident insurance and death insurance programs. However, when the working period is extended to 3 months or more in a row, the business owner must register them in the employment guarantee like those who work for 3 months or more as previously explained, the calculation of which starts from the time of the PKWT extension. Permenaker 44/2015 specifically regulates the provisions for implementing social security for workers in the construction sector. Considering the risk factors which tend to be greater in this field, employers are required to include their workers in BPJS Employment, especially in the work accident insurance and death insurance programs. The construction entrepreneurs referred to are construction service users and construction service providers. Meanwhile, the workers are those who are bound by the PKWT. There are several things to consider in providing wages for workers who are bound by PKWT. Wages are given by adjusting the position, job description and job assessment obtained from the data related companies in the form of technology level, organizational structure and company management. Because PKWT workers only work for a certain time and are temporary and do work that is complementary in nature, the agency where they work is given the authority to limit the amount of wages given to outsourced workers. Labor

regulations also require company agencies to organize the composition of basic wages and fixed allowances provided, where the recommended composition is 75%:25%. Then, the basic wage is placed as the basis for determining the amount of Social Security, overtime pay, holiday allowances and severance pay. However, legal protection for agency workers in Law no,13/2003 still tends to be vague. This protection includes salary guarantees, security, work conditions, etc., which also includes handling disputes in employment relations. Use m to create employment social security that is truly capable of guaranteeing workers' rights, the employing company is required to have a legal entity. This is because there are many cases where companies that are not legally registered have a tendency to ignore the rights of their workers. Thus, the registration of a company agency as a legal entity is very crucial. However, Articles 3 and 4 of Minister of Manpower and Transmigration Decree No. Kep.220/MEN/XIJ2004, states an exception where work contracting companies are given permission not to be a legal entity. This exception is also contained in Article 160 1b to Article 1604 of the Civil Code.

Legal measures that can be taken to protect certain term workers in terms of occupational safety and health in industrial relations contracts

Legal Efforts to Protect Certain Periodic Workers for Occupational Health and Safety (K3)

According to P.M Hadjon, legal protection means are divided into two, namely preventive and repressive legal protection. Preventive legal protection means that workers' normative rights are guaranteed by statutory regulations so as to provide legal certainty for workers or laborers. Meanwhile, repressive legal protection, namely the rights of workers or laborers, is a means or effort for workers or laborers to defend their normative rights which have been determined in statutory regulations in connection with disputes, layoffs, or violations by employers/companies.

Preventive Legal Protection

Forms of preventive legal protection for outsourcing workers are as follows [21]:

a. There is a requirement that outsourcing companies, both work contracting companies and companies providing worker or labor services, must have a legal entity as regulated in Article 65 paragraph (3) and Article 66 paragraph (3) of Law Number 13 of 2003. Although there are exceptions, especially for company's job contractors in certain business fields and in certain areas are still permitted not to have legal entities as regulated in Article 3 paragraphs (2) and (3) of Minister of Manpower and Transmigration Decree No. Kep. 220/MEN/X/2004.
b. The outsourcing (cooperation) agreement between the company giving the job and the company receiving the job must be made in writing and registered with the authorized agency (Ministry of Manpower and Transmigration in accordance with the provisions of Article 64, Article 65 paragraph (1), Article 66 paragraph (2) d of the Law Number 13 of 2003 and Article 2 paragraph (2), Article 6 paragraph (3) Kepmenakertrans No,101/MEN/VI/2004.
c. The employment relationship in outsourcing between the employer receiving the worker (outsourcing company) and the worker must be made with a written work agreement which can be in the form of a PKWTT or PKWT if it meets the requirements of Article 59 of Law Number 13 of 2003. This is regulated in Article 65 paragraph (6) and paragraph (7), Article 66 paragraph (2) letters a and letter b of Law Number 13 of 2003. Article 4 letter b Minister of Manpower and Transmigration Decree No. Kep.101/MEN/VI/2004 and Article 5 Kepmenakertrans No. Kep. 220/MEN/2004.
d. The mandatory requirement is to have an operational permit for companies providing worker or labor services from the agency responsible for district/city employment in accordance with the domicile of the service provider/worker/labor company concerned as specified in Article 66 paragraph (3) of Law Number 13 of 2003 and Article 2 Minister of Manpower and Transmigration Decree No. Kep.101/MEN/VI/2004.
e. Workers or laborers from companies providing worker or labor services may not be used by employers to carry out basic activities or activities that are directly related to the production process, except for supporting service activities or activities that are not directly related to the production process, in accordance with the provisions of Article 66 paragraph (1) Law Number 13 of 2003.
f. An outsourcing agreement made in writing between the company providing worker or labor services and the employing company must at least contain
    a. Type of work to be carried out by workers or laborers from the service provider company;
    b. Understanding that in carrying out work as intended above, the employment relationship that occurs is between the company providing worker or labor services and the workers or labor employed by the service provider company, so that the protection of wages and welfare, working conditions and disputes that arise are the responsibility of -answer the company providing worker or labor services.
    c. Confirmation that the company providing worker or labor services is willing to accept workers or laborers from the previous company providing worker or labor services for types of work that are continuously available at the company providing the employment in the event of a replacement company providing worker/labor services. This is in accordance with the provisions regulated in Article 4 of the Minister of Manpower and Transmigration Decree No. Kep.101/MEN/VI/2004.
g. Companies that can be handed over to work contracting companies must fulfill the requirements as regulated in Article 65 paragraph (2) of Law Number 2003 jo. Article 6 Minister of Manpower and Transmigration Decree No. Kep.220/MEN/X/2004, namely: 1) Carried out separately from the main activity. 2) Carried out by direct or indirect orders from the employer. 3) Is an activity that supports the company as a whole, and 4) Does not directly hinder the production process.
h. Job protection and working conditions for workers or laborers at the company receiving the job are at least the same as the job protection and working conditions at the company giving the job or in accordance with the applicable laws and regulations as regulated in the

provisions of Article 65 paragraph (4) and Article 66 paragraph (2) d Law Number 13 of 2003.

i. Protection of wages and welfare, working conditions, and disputes that arise are the responsibility of the company providing worker or labor services.
j. In the event that the work contracting company or service provider company does not meet the requirements or as stated in points 1 to 9 above, then by law the employment relationship status between the worker or laborer and the company receiving the work (work contracting company or worker or labor service provider company) changes. is the relationship between workers or laborers and the employing company? This is confirmed in the provisions of Article 65 paragraphs (8) and (9), as well as in Article 66 paragraph (2) d of Law Number 13 of 2003.

Based on the description above, the legal protection of outsourcing workers is not only limited to providing wages, but also protects the rights of workers or laborers as regulated in statutory regulations, such as participation of workers and their families in the Social Security program, as well as protection of occupational safety and health. (K3).
Fulfilling the rights of outsourced workers or the legal protection of outsourced workers is the responsibility of the company receiving the work (outsourcing company). However, in certain cases it is possible to demand that the employing company be responsible for fulfilling workers' rights. This is possible, among other things, if the company giving the job turns out to have given work to the company receiving the job which is not a legal entity, or the outsourcing agreement was not made in writing as described above. As a result of the negligence of the employing company which has harmed workers' rights, the employing company is obliged to take over this responsibility.

Repressive Legal Protection

Settlement of industrial relations disputes outside of court

a. Bipairt negotiations

As mandated in Article 3 paragraph (1) of the PPHI Law, industrial relations disputes must be resolved first through bipartite negotiations by deliberation and consensus. Furthermore, in the explanation of this article, it is emphasized that bipartite negotiations are negotiations between employers or a combination of employers and workers/laborers or trade/labor unions or between trade/labor unions and other trade/labor unions in a company that are in dispute. The scope of settlement through bipartite negotiations covers four types of industrial relations disputes, namely rights disputes, interest disputes, employment termination disputes, and disputes between workers/labor unions and other workers/labor unions in just one company. The bipartite settlement procedure according to the PPHI Law is as follows

1. The bipartite settlement must be completed no later than 30 days from the start date of negotiations [Article 3 paragraph (2)].
2. If bipartite negotiation efforts reach an agreement, a joint agreement is drawn up which is signed by the parties [Article 7 paragraph (1)].
3. The collective agreement must be registered by the parties entering into the agreement at the industrial relations court at the district court in the area where the parties entered into the collective agreement [Article 7 paragraph (3)].
4. For collective agreements that have been registered, a deed of proof of registration of the collective agreement is given and is an inseparable part of the collective agreement [Article 7 paragraph (4)].
5. If the registered collective agreement is not implemented by one of the parties, the aggrieved party can submit a request for execution to the industrial relations court at the district court in the area where the collective agreement was registered to obtain a decree of execution [Article 7 paragraph (5)].
6. If within a period of 30 working days one of the parties refuses to negotiate or negotiations have been carried out but have not reached an agreement, the bipartite negotiations are deemed to have failed [Article 3 paragraph (3)].
7. If bipartite negotiation efforts fail, one or both parties will register the dispute with the agency responsible for the local employment sector by attaching evidence that bipartite efforts have been made [Article 4 paragraph (1)].
8. If the evidence is not attached, the agency responsible for the local employment sector must return the file to be completed no later than 7 working days from the date of return of the file (Article 4 paragraph (2)).
9. Every bipartite negotiation must have minutes signed by the parties (Article 6).

b. Konsiliasi

The scope of dispute resolution through conciliation includes three types of industrial relations disputes, namely interest disputes, employment termination disputes, and disputes between workers/labor unions and other workers/labor unions in just one company. Dispute resolution through conciliation is carried out by a conciliator, namely one or more people who fulfill the requirements as a conciliator determined by the minister, who is tasked with carrying out conciliation and is obliged to provide written advice to the disputing parties to resolve interest disputes, employment termination disputes, or interpersonal disputes. workers/labor unions only in one company (Article 1 point 14 of the PPHI Law). The settlement procedure through conciliation according to the PPHI Law is as follows

1. Settlement through conciliation is carried out by a conciliator registered with the agency office responsible for district/city employment (Article 17).
2. The parties submit a written request for settlement to the conciliator appointed and agreed upon by the parties [Article 18 paragraph (2)].
3. Within 7 working days after receiving a written request for dispute resolution, the conciliator must have conducted research on the situation of the case and no later than the 3rd working day the first conciliation hearing must have been held (Article 20).
4. The conciliator can summon witnesses or expert witnesses to attend the conciliation hearing to request and hear their statements [Article 21 paragraph (1)].
5. The conciliator is obliged to keep all requested information confidential from anyone [Article 22 paragraph (3)].
6. If an agreement is reached through conciliation, a joint agreement is drawn up which is signed by the parties

and witnessed by the conciliator and registered at the industrial relations court at the district court to obtain a deed as proof of registration [Article 23 (1)].

7. In the event that no agreement is reached to resolve an industrial relations dispute through conciliation, then [Article 23 paragraph (2)]: a) The conciliator issues written recommendations; b) The written recommendation as intended in letter a must be submitted to the parties no later than 10 (ten) working days after the first conciliation hearing; c) The parties must have provided a written response to the conciliator, agreeing or rejecting the written recommendation no later than 10 (ten) working days after receiving the written recommendation; d) A party who does not provide an opinion as intended in letter c is deemed to have rejected the written recommendation; e) in the event that the parties agree to the written recommendation as referred to in letter a, then, within no later than 3 (three) working days after the written recommendation is approved, the conciliator must have completed assisting the parties in making a Collective Agreement to then be registered at the Industrial Relations Court at the District Court in the region the parties enter into a Collective Agreement to obtain a certificate of registration.
8. Collective agreements that have been registered are given a certificate of registration and are an inseparable part of the collective agreement [Article 23 paragraph (3) letter a].
9. If a collective agreement that has been registered is not implemented by one of the parties, the aggrieved party can submit a request for execution at the industrial relations court at the District Court in the area where the Collective Agreement was registered to obtain a decree of execution [Article 2 paragraph (3) letter b].
10. If the written recommendation is rejected by one of the parties or parties, one of the parties or parties can continue to resolve the dispute in the industrial relations court at the local district court (Article 24).
11. Settlement through conciliation no later than 30 days.

c. Arbitrage

The scope of dispute resolution through arbitration includes two types of industrial relations disputes, namely disputes over interests and disputes between workers/labor unions and other workers/labor unions in just one company. Settlement of disputes through arbitration is carried out by an arbitrator, namely one or more people selected by the disputing parties from a list determined by the minister to provide decisions regarding disputes of interest and disputes between trade unions/labor unions only in one company which is submitted for resolution through arbitration whose decisions are binding. the parties and is final (Article 1 point 16 of the PPHI Law). The settlement procedure through arbitration according to the PPHI Law is as follows

1. Dispute resolution through an arbitrator is carried out on the basis of agreement between the disputing parties [Article 32 paragraph (1)].
2. The parties make an arbitration agreement as the basis for selecting and appointing an arbitrator from the list of arbitrators determined by the Minister [Article 32 paragraph (2) and Article 33 paragraph (1)].
3. If the parties do not agree to appoint an arbitrator, at the request of one of the parties the chairman of the court can appoint an arbitrator from the list of arbitrators determined by the minister [Article 33 paragraph (6)].
4. The arbitrator who is willing to be appointed shall make an agreement to appoint the arbitrator with the disputing parties [Article 34 paragraph (1)].
5. The arbitrator is obliged to resolve the dispute no later than 30 working days from the signing of the agreement to appoint the arbitrator [Article 40 paragraph (1)].
6. Examination of disputes must begin no later than 3 working days after signing the agreement to appoint an arbitrator [Article 40 paragraph (2)].

d. Mediasi

The scope of settlement through mediation covers four types of industrial relations disputes, namely rights disputes, interest disputes, employment termination disputes, and disputes between workers/labor unions and other workers/labor unions in just one company. Settlement of disputes through mediation is carried out by a mediator, namely an employee of a government agency responsible for the field of labor who meets the requirements as a mediator determined by the minister, who is tasked with carrying out mediation and has the obligation to provide written advice to the disputing parties to resolve the rights dispute, disputes of interest, disputes over termination of employment relations, or disputes between workers/labor unions within only one company (Article 1 number 12 of the PPHI Law). The settlement procedure through mediation according to the PPHI Law is as follows

1. In the event that the parties do not determine a resolution option through conciliation or arbitration within 7 (seven) working days, the agency responsible for the employment sector delegates dispute resolution to a mediator [Article 4 paragraph (4)].
2. Settlement through mediation is carried out by a mediator registered with the agency office responsible for district/city employment (Article 8).
3. In the event that an agreement is reached to resolve an industrial relations dispute through mediation, a collective agreement signed by the parties and witnessed by the mediator and registered at the industrial relations court at the District Court in the jurisdiction of the parties shall enter into a Collective Agreement to obtain a deed of registration proof [Article 13 paragraph (1)].
4. In the event that no agreement is reached to resolve an industrial relations dispute through mediation, then [Article 13 paragraph (2)]
    a. the mediator issues written recommendations;
    b. the written recommendation as intended in letter a must be submitted to the parties no later than 10 (ten) working days after the first mediation session;
    c. the parties must have provided a written response to the mediator agreeing or rejecting the written recommendation no later than 10 (ten) working days after receiving the written recommendation;
    d. parties who do not provide their opinions as intended in letter c are deemed to have rejected the written recommendation;
    e. In the event that the parties agree to the written recommendation as referred to in letter a, then within 3 (three) working days after the written

recommendation is approved, the mediator must have completed assisting the parties in making a Collective Agreement to then be registered at the Industrial Relations Court at the District Court. in the jurisdiction the parties enter into a Collective Agreement to obtain a deed of proof of registration.

5. Collective agreements that have been registered are given a certificate of registration and are an inseparable part of the collective agreement [Article 13 paragraph (3) letter a].
6. If the collective agreement that has been registered is not implemented by one of the parties, the aggrieved party can submit a request for execution at the industrial relations court at the registered district court to obtain a decree of execution [Article 13 paragraph (3) letter b].
7. If the written recommendation is rejected by one of the parties or parties, one of the parties or parties can continue to resolve the dispute in the industrial relations court at the local district court (Article 14).

Settlement of Industrial Relations disputes through the courts

a. Dispute resolution through a judge

Industrial relations dispute lawsuits are submitted to the Industrial Relations Court at the District Court whose jurisdiction includes the place where the worker/laborer works. A lawsuit by a worker/laborer regarding termination of employment can only be submitted within a period of 1 (one) year from the receipt or notification of the decision from the employer. The settlement procedure by the judge is as follows:

Article 83 states that: 1. If you submit a lawsuit that is not accompanied by minutes of settlement through mediation or conciliation, the Industrial Relations Court judge is obliged to return the lawsuit to the plaintiff. 2. The judge is obliged to examine the contents of the lawsuit and if there are deficiencies, the judge asks the plaintiff to perfect his lawsuit. Furthermore, Article 85 states that: 1. The plaintiff can withdraw his lawsuit at any time before the defendant provides an answer. 2. If the defendant has provided an answer to the lawsuit, the withdrawal of the lawsuit by the plaintiff will be granted by the Industrial Relations Court only if the defendant agrees. In Article 86 it is stated that: In the event that a dispute over rights and/or a dispute over interests is followed by a dispute over termination of employment, the Industrial Relations Court is obliged to first decide the case over the dispute over rights and/or dispute over interests. Furthermore, in Article 88 it is stated that: 1. The Chairman of the District Court within no later than 7 (seven) working days after receiving the lawsuit must have appointed a Panel of Judges consisting of 1 (one) Judge as Chairman of the Panel and 2 (two) people Ad-Hoc Judge as a Member of the Assembly who examines and decides disputes. 2. The Ad-Hoc Judge as intended in paragraph (1) consists of an Ad-Hoc Judge whose appointment is proposed by the trade union/labour union and an Ad-Hoc Judge whose appointment is proposed by the employers' organization as intended in Article 63 paragraph (2). 3. To assist the duties of the Panel of Judges as referred to in paragraph (1), a Substitute Registrar is appointed. Examinations in proceedings at the industrial relations court are divided into ordinary proceeding examinations and quick proceeding examinations.

b. Dispute resolution through the Cassation Judge

The Panel of Cassation Judges consists of one Supreme Judge and two Ad-Hoc Judges who are tasked with examining and adjudicating industrial relations dispute cases at the Supreme Court as determined by the Chairman of the Supreme Court. The procedures for requesting a cassation as well as resolving rights disputes and employment termination disputes by the Cassation Judge are carried out in accordance with the applicable laws and regulations. In the case of resolving rights disputes or employment termination disputes at the Supreme Court no later than 30 (thirty) working days from the date of receipt of the cassation request.

Closing

Conclusion

The previous descriptions are the starting point for drawing conclusions regarding the main problem of this research, namely

a. Outsourced workers have rights to Occupational Health and Safety (K3) and the formulation of threats of sanctions (criminals) is a good effort to make the realization of the rights of outsourced workers more effective. These rights are regulated in the articles of Law Number 13 of 2003 concerning Employment. However, these rights are not fulfilled by employment companies and labor supply companies (outsourcing companies) because there is no threat of sanctions or strict threats of punishment for violations or crimes against the rights of outsourced workers.
b. Legal efforts to protect outsourcing workers can be carried out preventively or repressively. Furthermore, the resolution of industrial relations disputes outside the court and through (inside) the court. First, resolving disputes outside of court, for example through bipartite negotiations, conciliation, arbitration and mediation. Second, dispute resolution through (in) court, for example, is carried out through ordinary legal remedies and extraordinary legal remedies.

Suggestion

1. The government needs to formulate strict and clear threats of sanctions or threats of punishment for violations or crimes against the rights of outsourced workers in Law Number 13 of 2003 concerning Employment. The threat of sanctions or threats of punishment is a guarantee for the realization or fulfillment of the rights of outsourced workers.
2. The government can use the law resulting from the judge's findings through various methods of interpretation or interpretation in an effort to protect the rights of agency workers. The results of this judge's findings, using various methods of interpretation or interpretation, come from a society that is still familiar with unwritten law, and judges are formulators and explorers of legal values that live in society. Judges must go into the midst of society to know, feel and understand the legal feelings and sense of justice that live in society.

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