



Protection law Post Decision Court Constitution and Enforcement the Law Create Work for Employee based on Agreement Work Time Certain from PT. Sapphire Success Express

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Abstract

Moment this lots Company which wrongly understood the type of work, which should use Agreement Work Time Certain, turns out in its implementation, it used Agreement Work Time Certain. This, of course, just harms labor because with the use of Agreement Work Time Certain, right to severance pay when dismissed becomes lost. Not only the right to severance pay but also allowances are not obtained for labor. The objective of this study is to know the Protection Law for employees from the Agreement Work Time Certain at PT. Sapphire Jaya Express and to understand the problems that happened with the Agreement Work Time Certain at PT. Sapphire Jaya Express. It happened that the law created work and effort, leading to a solution. The methodological approach used in this study is juridical informative, that is law conceptualized as norma, rule, basic or dogma-dogma. Results of the study show that protection law, post-decision court constitution, and enforcement law create work for employees based on the agreement work time certain from PT. Sapphire Jaya Express that is rule new IPP number 35 year 2021 in Chapter 14 mention obligation company for noted, with provision: agreement work time certain must be recorded by businessman on ministry which organizes business government of field employment regularly daring most old 3 (three) days of work since signatory agreement work time certain and obstacle which arises in the application of agreement work time certain on PT. Sapphire Jaya Express. The post-it happened law creates work and effort, leading to a solution. No fulfillment hak-hak labor during work on businessman or company, no carry out obligations in accordance with agreement work good from parties businessman nor parties labor, effort solution main can be done in problems which arise on PKWT with through consultation bipartite, mediation, conciliation, and arbitration.

Keywords: *Protection Law; Agreement Work Time Certain; Enforcement Law Create Work*

Introduction

As country law, rules legislation Indonesia ensure award as well as protection to right foundation man, including right for obtain justice (*access to justice*) and equality in front law (*equality before the law*). Basically constitutional, matter This arranged in Chapter 27 sentence (1) Law Base Country Republic Indonesia Year 1945 Which state each inhabitant country simultaneously its position Of in law and government That with No There is except.[1] In reach

something security, peace, and fair for each people, for law own role giver protection, giver security, giver peace and giver order in association life humans.[2] When Of in association life man happen situation Where be found the parties Which each other promise for run something matter, for that's where it is arises connection agreement. Matter the Also happen in employment Which attachment will his job until end. So, can understood that's it shape agreement is framework action Which intact and contain willingness regularly oral and written and in alliance obtained connection law Which arises Because connection between two people or more from exists agreement regularly written the Alliance interpreted connection the parties Which consists from 2 (two) people or more Which from the parties the appear obligation for fulfil claims, and likewise on the contrary.[3] In implementation provision on agreement by the parties Which bound as where it should Already is understanding from embodiment from agreement That Alone. So that what Which expected agreement work can walk as it should without There is parties Which feel disadvantaged and demanding will change the loss the. Based on Chapter 1365 Book Law Law Civil (furthermore abbreviated Civil Code) already mentioned If "Each act violate law Which bring loss to people other, create people Which Because wrong publish loss That, replace loss the".

Matter most importantly moment contract work in shape agreement work like the Of above will bring up potency happen follow violation Which Finally eliminate mark justice and eligibility the. Condition This explain that parties Which mark bid its position strong Can just force meaning and objective on parties Which mark bid its position weak Matter This contained Of in Chapter 1338 sentence (1) Civil Code Which reads: "All agreement Which made regularly valid happen as Law for them Which make it." From Indonesia for businessman more choose for apply system agreement work for time certain for for his employees Agreement work time certain for company/entrepreneur considered more profitable compared to apply system agreement work time No certain. However Of we another for labor No A little Which disadvantaged with system agreement work for time certain This. Allegedly Lots company Which take profit from system work This without notice for labor/employee. Even companies There is Which deviated from rules in Law Employment.[4]

Moment This Lots company Which Wrong understand type work, Which should use PKWTT it turns out on its implementation use PKWT. This Of course just harm labor, Because with use PKWT right them for get severance pay when dismissed become lost Not only right severance pay, allowance even No obtained for labor. But matter This profitable company Because cost Which issued company for something work become more small or more efficient, company No give various allowance for well-being for labor, like allowance maintenance health, allowance termination day work (layoffs), allowance award work, allowance day old, and others. But with employ labor with system PKWT, for cost the can suppressed.[5]

Law Number 11 Year 2020 about Create Work (furthermore called Law Create work) Which already delete provision old in Law Employment about PKWT or employee contract. Provision old PKWT Which arranged in Chapter 59 sentence (4) Law Employment state that PKWT This only can done most old 2 (two) year and only can be extended 1 (One) time for expect time most old 1 (One) year. However in Law Create work, provision the removed.

It Chapter 81 points 15 Which replace Chapter 59 sentence (4) Law Employment state that provision more carry on about type and nature or activity work, expect time, and law time extension agreement work time certain arranged in Rules Government. Matter That result employee contract threatened No own clarity for obtain right as employee still. If refers on Law Employment, employee own clarity Because when Already undergo time contract three year and No lifted as employee still, company No can extend PKWT and must lift employee

the If its performance fulfil expectation company. Will but, certainty This Of course just Still wait Rules Government Which arrange about employee contract.

Difference Also obtained on Chapter 59 sentence (1) Law Employment with Law Create Work. On Chapter 59 sentence (1) Law Employment state that agreement work for time certain only can made for work Which according to type and nature or activity his job will finished in time certain, that is:

1. Work Which once finished or Which temporary its nature.
2. Work Which estimated the solution in time Which No too old and most old 3 (three) year.
3. Work Which nature seasonal.
4. Work Which relate with product new, activity new, or product extra Which Still in test or exploration.

As for in Law Create Work state that agreement work for time certain only can made for work certain Which according to type and nature or activity his job will finished in time certain, that is as following :

1. Work Which once finished or Which temporary its nature.
2. Work Which estimated the solution in time Which No too old.
3. Work Which nature seasonal.
4. Work Which relate with product new, activity new, or product extra Which Still in test or exploration.
5. Work Which type and nature or his activities nature No still.

Description Of above explain that based on Chapter 59 sentence (7) Law Employment, when agreement work time certain No fulfil provision sentence (1), sentence (2), sentence (3), sentence (4), sentence (5), sentence (6) for sake law become agreement work time No certain.

PT. Sapphire Jaya Express committed for give service Which quality for satisfying customer with apply system management stop Which own standard international and done with enhancement regularly continue continuously. Implementation agreement work time certain Which applied Of PT. Sapphire Jaya Express its contents part big already in accordance with rule employment. In Fulfillment right and obligation Already in accordance with contract Which agreed. Right above salary, Money change loss or wages overtime, guarantee social energy work, right above worship as well as obligation company in give salary and wages overtime already done in accordance with base contract. Conditions work Which load right and obligation businessman and labor already fulfilled. Will but, in its implementation Of PT. Sapphire Jaya Express used PKWT but agreement the contract continously be extended until exceed law end contract, so that No in accordance with provision Which happen

In matter This listed basic freedom contract, that is how much Far the parties can held agreement, relationships what Which happen between them in agreement That as well as how much Far law arrange connection between for parties. Agreement work time certain made between PT. Sapphire Jaya Express with energy work its nature written, It means agreement work time certain That There is since exists bond agreed in It means agreement work time certain made together between company with energy work. With thereby, exists say agreed is it's legal something contract. Study This done because Law Create Work Which already delete provision old in Law Employment about PKWT or employee contract.

In study This base theory Which used is base Principle theory justice Rawls on distribution benefit and burden Of public is fair If each people have freedom political Which same, inequality economy arranged so that each people own chance Which same for own qualification for all position, and A inequality produce benefit for them Which get profit, principle the according to John Rawls profitable for them Which own talent and ability Because them own chance Which same for compete for work and position Which desired business them for adding productivity in public, However them Which No lucky Also get benefit Because goods Which produced by business them Which talented give benefit for people Which No lucky through program well-being, for from That people Which lucky "paying return" people Which No lucky for inequality from benefit Which them accept, in matter This principle theory John Rawls the very relevant with phenomenon social Which happen on problem employment. Where in study This Which will become focus main is Protection Law To Employee From In Agreement Work Time Certain (PKWT) From PT. Sapphire Jaya Express Bogor.

Furthermore, from background back problem Which already discussed, appear summary problem. Summary problem Which First is How Protection Law Post Decision court Constitution And Enforcement Law Create Work For Employee Based on Agreement Work Time Certain From PT. Sapphire Jaya Express? And summary problem Which second is Obstacle what Which arises in application Agreement Work Time Certain on PT. Sapphire Jaya Express Post It happened Law Create Work And Effort The solution?

On study This, juridical normative is method study Which used. In meaning law conceptualized as norma, rule, basic or dogma-dogma.[6] Which Where Study juridical normative that is Where data Which researched more first is data first for data early, Then next with examine data seconds, Whereas technique analysis data is network steps Which relate with processing to ingredients law Which already collected Which related with problem for answered summary problem Which There is on study This with method analysis qualitative. Technique analysis data on study This use Technique Descriptive Analysis, Which means explain regularly detailed, systematic, and exactly with showing rules Legislation Which happen moment This, data-data Which Correct, and implementation practice law positive Which held to problems Which already called for looking for answer from problems the.

1. Protection Law To Employee From In Agreement Work Time Certain (PKWT) From PT. Sapphire Jaya Express Bogor

Protection Law is protection will dignity and dignity, as well as confession to hak-hak foundation man Which owned by subject law based on provision law, Philip M. Hadjon share protection law become two part, that is Protection Law Which nature Preventive and Protection Law Which nature Repressive. Philip M. Hadjon more carry on explain that protection law Which preventive is to the people given something chance for submit object or his income before something decision government get shape Which definitive, so that protection preventive This Can used before exists something decision government, with thereby protection law Which preventive This will push government for more be careful for take or No take something decision, Furthermore Protection law Which repressive intended for solving dispute.

Protection law Preventive done when not on time or before he took it out decision by government, but after issued decision government, and decision the it turns out result exists dispute Which need solution.

With fundamental distribution protection law like the on for means protection law differentiated based on the goal become two, that is means protection law preventive and means

protection law repressive. Law Number 13 Year 2003 about Employment regularly general already arrange about protection law for employee, but on its implementation Still often become problem especially about employee based on with type and nature time certain or work Which nature temporary, problem This arises Because on in fact be found difference well-being Which very significant Which accepted by employee with system type and nature work Which held in time certain If compared to with employee still as well as happen fault application chapter on rules law employment to employee Which carry out work with type and nature on time certain.

Company in matter do *efficiency cost* moment This Lots do habit for use for employee with system with time certain, and on generally done through parties third or known with term company provider service energy work, So company Which need labor new for Work Of his company can request to company provider service energy work for find it labor in accordance with criteria Which he wants.

Need noticed provision Which be found in Law Number 13 Year 2003 about Employment, implementation work with system system time certain is not matter Which forbidden, Because be found 2 (two) shape its implementation that is work for time certain Which practiced, that is There is work time certain Which done between labor with company provider service energy work Where on employee based on with type and nature work time certain or in time temporary Which done between labor with company provider service energy work This more known with term outsourcing and There is anyway system work time with type and nature certain Which done by labor with company regularly direct, without through company provider service energy work. On Agreement Work Time Certain Which done between labor with company giver work, labor become labor or employee from company Which employ they, only just them employed for expect time certain and finished something work.

Protection law for employee based on Constitution Year 1945, that is in provision Chapter 28 D sentence (1), and sentence (2). Chapter 28 D sentence (1) Constitution Year 1945 Which state that: "Each people entitled above confession, guarantee, protection and certainty law Which fair as well as treatment which same Of front law". Furthermore Chapter 28 D sentence (2) Constitution Year 1945 state that "Each people entitled for Work as well as got rewards and treatment Which fair and worthy in connection work". Provision the, show that Of Indonesia right for Work already obtain place Which important and protected by Constitution Year 1945. Arrangement protection law for employee Of in Law Number 13 Year 2003 about Employment that is arranged in Chapter 67 until with Chapter 101.

According to Soepomo in Asikin Which quoted by Abdul judge, protection energy work can shared become three like, namely:[7]

- a. Protection Economical, that is protection energy work in shape income Which Enough, including when energy work the No capable Work Of outside his will.
- b. Protection social, that is protection energy work in shape guarantee health work, freedom union and protection for organize.
- c. Protection Technical, that is protection energy work in shape security and security work.

Protection energy work as Which already arranged in Law Number 13 Year 2003 about Employment intended for ensure ongoing connection work Which harmonious between labor with businessman without accompanied exists pressures from parties Which strong to parties Which weak, so that businessman Which regularly socio-economic own position Which strong must help carry out provision protection the in accordance with rules legislation Which occur, matter This related with theory John Rawls *the principle of fair equality of opportunity* is that

Where show on them or someone Which most less have opportunity for reach prospect well-being, opinion and authority, them here it is Which must given protection special.[8]

Connection work born above base A agreement work between employee and businessman, Rules legislation labor arrange 2 (two) type agreement work according to expect time ie Agreement Work Time Certain (PKWT) or his employees often called as employee contract and Agreement Work Time No Certain (PKWTT) or his employees often called as employee still. Chapter 4 sentence (2) PP Number 35 Year 2021 confirm field implemented it PKWT for work Which type or his activities nature still PKWT only can applied on work Which finished on expect time certain.[9]

Besides must confirmed that PKWT only can held for work Which type and nature or his activities nature No still, rule new PP Number 35 Year 2021 in Chapter 14 mention obligation company for noted, with provision: PKWT must recorded by businessman on ministry Which organize business government Of field employment regularly daring most old 3 (three) day work since signatory PKWT. In matter recording PKWT regularly daring Not yet available for recording PKWT done by businessman regularly written Of service Which organize business government Of field employment Regency/City, most old 7 (seven) day work since signing PKWT.

On agreement work time certain Which become parties in agreement is employee regularly personal and direct with businessman. PP Number 35 Year 2021 about Agreement Work Time Certain, Move One, Time Work and Time Rest, and Termination Connection Work arrange provision time transition Money compensation post promulgation Law Number 11 Year 2020 about Create Work on 2 November 2020.[10]

Chapter 64 PP Number 35 Year 2021 mention magnitude Money compensation for PKWT before promulgation UU Number 11 Year 2020, calculated started since 2 November 2020 until PKWT end. Rule the as listed in Chapter 62 UU Number 13 Year 2003 become No happen again with exists Chapter extra 61 A UU Number 13 year 2003 because. UU Number 11 Year 2020, emphasized anyway with Chapter 17 PP Number 35 Year 2021 Which mentions: when Wrong One parties in matter This employee or company end connection work Which where time contract Not yet end, for businessman must give Money compensation Which the amount be calculated based on expect time PKWT Which already held by employee. Chapter 61a Law Number 13 Year 2003 because. Chapter 15 PP Number 35 Year 2021 give obligation for businessman for give Money compensation to employee Which connection it works based on PKWT, with provision: given moment the end PKWT. Money compensation given to labor Which already have time work most A little 1 moon regularly continue continuously. When PKWT Which be extended, for Money compensation will given moment time extension end. Giving Money compensation No happen for energy work alien Which employed based on PKWT.

2. Obstacle Which Happen On Agreement Work Time Certain From PT. Sapphire Jaya Express Post It happened Law Create Work And Effort The solution

According to Charles D. Drake dispute between labor with businessman can happen Because preceded by violation law, Also can happen Because not violation law. Dispute labor Which happen consequence violation law on generally caused because:[11]

- a. Happen difference understand in implementation law labor. Matter This reflected from action labor or businessman Which violate something provision law. For example, businessman No account for laborer/ his employees on program Social Security, pay wages Of down provision standard minimum Which occur, No give holiday and etc.
- b. Action businessman Which discriminatory, for example department, type work, education, time work Which same But Because difference type sex Then treated different.

Whereas dispute labor Which happen without preceded by something violation, generally caused by:

- 1) Difference in interpret law labor. For example, concerning holiday give birth and fall off content, according to businessman laborer/ employee women No entitled above holiday full Because experience fall off content, but according to laborer/ union laborer right holiday must still given with wages full although laborer only experience fall off content or No give birth
- 2) Happen Because disagreement in change conditions work. For example labor demanding increase wages, Money eat, transport, but parties businessman No agreed to it.[12]

Based on provision Chapter 2 Law Number 2 Year 2004 about Solution Connection Industrial, that types dispute connection industrial includes:

- a) Dispute right, that is dispute Which arises Because No fulfilled right, consequence exists difference implementation or interpretation to provision rules legislation, agreement work, rules company, or agreement work together.[13]
- b) Dispute importance, that is dispute Which arises in connection work Because No exists suitability opinion about making, and/ or change conditions work Which set in agreement work, or rules company, or agreement work together.[14]

From understanding about dispute importance the, clearly the difference with dispute right. Where about dispute right, object the dispute is No fulfilled right Which already set Because exists difference in implementation or interpretation provision rules legislation, agreement work, rules company, or agreement work together Which underlying right Which disputed. Whereas in dispute importance, object the dispute Because No exists suitability understanding/opinion about making, and/or change conditions work Which set in agreement work, or rules company, or agreement work together With say other, in dispute right Which hit is the law, Good Which There is in rules legislation, in agreement work, rules company, or agreement work together Whereas in dispute importance concerning making law and/or change to substance law Which Already exists.[15]

- c) Dispute termination connection work, that is dispute Which arises Because No exists suitability opinion about the end connection work Which done by Wrong One party.[16] Dispute about termination connection work Which most Lots happen during This. Termination connection work can happen above initiative from parties businessman nor labor, Where from parties businessman do termination connection work because labor do various action violation. Thereby vice versa, for labor Also can submit application for done termination connection work Because parties businessman No carry out obligation Which already agreed or act arbitrary to labor. Termination connection work often No can avoided, matter This can understood Because connection between labor with businessman based above agreement for tie self in something connection work. If Wrong One parties Already No want again for bound or continued in connection work, difficult for maintain connection work Which harmonious Of between second split parties.

- d) Dispute between union workers/unions laborer, that is dispute between union workers/unions laborer with union workers/unions laborer another only in One company, Because No exists persesuaian understand about membership, implementation right, and obligation union work.[17] Disputes This usually concerning problem domination membership and representativeness in consultation making agreement work together (PKB) Of something company.[18]

Dispute connection industrial must attempted the solution moreover first through consultation bipartite regularly discussion for consensus. Solution dispute Which thereby is solution dispute best, Because respectively parties can direct speak and can obtain satisfaction separately because No There is mix hand from parties third. Besides That, solution dispute through bipartite can push cost and save time. That's it the reason Law Number 2 Year 2004 about Solution Dispute Connection Industrial Chapter 3 require consultation bipartite regularly discussion for consensus done moreover first in each dispute connection industrial before submitted to institution solution dispute. Based on provision Chapter 1 number 10 Law Number 2 Year 2004 about Solution Dispute Connection Industrial, consultation bipartite is: "Consultation between employee/ laborer or union employee/ union laborer with businessman for solving dispute connection industrial."

Problem about compensation moment the end connection work already answered with he added Chapter 61A. Where in chapter the arrange that when agreement work time certain end, for businessman must give Money compensation to employee Which the amount customized with time work employee Which concerned. Furthermore in Rules Government Number 35 Year 2021, arranged that compensation given to employee Which already have time work most A little 1 (One) moon. With provision, agreement work time certain during 12 (two twelve) moon regularly continue continuously given compensation a number 1 (One) moon wages, Where when agreement work time certain held during less or more from 12 (two twelve) moon for compensation given regularly proportional.[19]

However thereby, Law Create Work No answered question related problem about agreement work Which No made regularly written, violation expect time agreement work time certain, as well as extension and update agreement work time certain Which done No in accordance with rule in Law Employment. So that post promulgation Law Create work, be found a number of problem new related with agreement work time certain Which should for become attention, problems the including:[20]

1. No be found limitation about expect time maximum for agreement work time certain based on finished something work certain

Rules Government Number 35 Year 2021 arrange about expect time maximum something agreement can held, will but for type agreement work time certain based on finished something work, long time maximum agreement the can held No determined regularly specific. In rules government the only arranged that agreement work time certain based on finished something work can done in expect time above base agreement for parties Which poured in agreement and customized with old time finished work the. Matter This give rise to question to projects Which eat time during many years, with thereby agreement work time certain Also will done for expect time Which old during many years follow long time solution project the. Not yet again, to agreement work time certain type This Also possible did it extension with law time Which No determined also, with benchmark on finished work the. Matter This the more give rise to uncertainty law about old time maximum Which can done to agreement work time certain type This.

2. No There is consequence law when agreement work time certain made regularly No written

Chapter 57 sentence (2) Law Employment arrange that agreement work time certain Which made No regularly written regularly law become agreement work time No certain. However, rule the deleted in Law Create work, matter This cause No exists consequence law whatever when agreement work time certain made regularly No written. Law Create Work only oblige agreement work time certain for made regularly written without exists sanctions/consequences law whatever when obligation the hit. Matter This can cause emergence practice-practice implementation agreement work time certain without exists agreement in shape he wrote, so that will reduce certainty law and complicate things proof about exists connection work time certain between employee with businessman.

3. No exists arrangement about announcement from businessman related extension and update agreement work time certain

Law Employment give rule about extension and update agreement work time certain. Extension can done maximum One time for most old One year, whereas update can done maximum One time for expect time most old two year. However for update agreement, only can done after exceed time grace time three ten day the end agreement work time certain Which old. Provision This Then No found in Law Create work, only just in Rules Government Noor 35 Year 2021 arrange about extension agreement for agreement work time certain based on expect time and agreement work time certain based on finished something work certain. However thereby, rules government the No give obligation to businessman for do announcement before did it extension agreement work time certain. No exists provision about announcement before did it extension will result employee No own chance for prepare looking for opportunity work another when it turns out the agreement No be extended. Thereby anyway vice versa, when employee feel agreement work time in particular already end, it turns out Of day final employee the new know that agreement work time in particular will be extended. Matter This reduce right employee for get information about continuation work Which currently carried it out.

To obstacles the, Already is supposed for become attention government for made the settings. Matter This use give certainty law to protection energy work Which intended for ensure continuity system connection work Which harmonious.[21]

Effort bipartite arranged in Chapter 3 until with Chapter 7 Law Number 2 Year 2004 about Solution Dispute Connection Industrial. Solution dispute through bipartite must resolved most old 30 (three ten) day work since date commencement consultation. When in expect time 30 (three ten) day Wrong One parties refuse for negotiate or already done consultation, but No reach agreement, for consultation bipartite considered fail.[22]

When in consultation bipartite succeed reach agreement, for made agreement together (PB) Which binding and become law as well as must held by for parties. In matter agreement together (PB) No held by Wrong One parties, for parties Which disadvantaged can submit application execution on Court Connection Industrial Of court state Of region agreement together (PB) registered for got determination execution.[23] When consultation bipartite fail, for Wrong One or second split parties noted down the dispute to agency Which responsible answer Of field employment local with attach proof that try-try solution through consultation bipartite already carried out.[24] When proof the No attached brochure solution regularly

bipartite, agency the must return file for be equipped most slow seven day since accepted return.

Based on Chapter 6 sentence (2) Law Number 2 Year 2004 about Solution Dispute Connection Industrial arranged about brochure consultation Which states:

“Leaflet consultation as intended on sentence (1) at least load :

- a.Date and place consultation;
- b.Tree problem or reason dispute;
- c.Opinions for parties;
- d.Conclusion or results consultation; and
- e.Date as well as mark hand for parties Which do consultation.”

No exists parties third in solution regularly bipartite This show process Which carried out is negotiation. From where negotiation is communication two direction Which designed for reach agreement on moment second split parties own various importance Which same nor Which different. Negotiation is means for the parties Which dispute for discuss the solution without involvement parties third mediator, Good Which No authorized take decision (mediation) nor Which authorized (arbitration and litigation).

In Law Number 22 Year 1957 about Solution Dispute Labor, bipartite system is effort peace between laborer with employer (businessman) or looking for solution dispute regularly peace with street consultation. When on company That own Union Employee, for importance laborer represented by Union Employee, will but when Not yet There is, for laborer represent its importance himself. [25]

Besides That, effort solution dispute can Also through mediation arranged Which in Chapter 8 until with Chapter 16 Law Number 2 Year 2004 about Solution Dispute Connection Industrial. Mediation is intervention to something dispute by parties third Which can accepted, No take sides and neutral as well as help for parties Which disagree reach agreement regularly voluntary to problem Which disputed. Solution dispute through mediation done by mediator Which is at Of each office agency Which responsible answer Of field employment regency/city. [26]

If consultation bipartite fail, Wrong One or second split parties noted down the dispute to agency Which responsible answer Of field employment local with attach proof effort solution regularly bipartite Already done. Solution dispute connection industrial through mediation according to provision Chapter 4 Law Number 2 Year 2004 about Solution Dispute Connection Industrial, preceded with stages as following. After receive recording, agency Which responsible answer Of field employment must offer to for parties for agreed choose solution through conciliation or arbitration and If in time 7 (seven) day for parties No set choice, agency Which responsible answer Of field employment bestow solution to mediator.

Effort solution others is through track solution conciliation (*conciliation*) This done through a person or a number of people or many as mediator Which called consultant with bring together or give facility to the parties Which disagree for solving the dispute regularly peace. Compared to with process solution dispute through process conciliation, in process mediation This, mediator act more active with give advice, instruction, suggestion and try-try another in solution dispute.

Problem laborer and company even can resolved with pass track arbitration Which is solution dispute Of outside court based on agreement for parties Which done by parties third Which called arbiter and for parties state will obey decision Which taken by arbiter. Arbitrage connection industrial Which arranged in Law Number 2 Year 2004 about Solution Dispute Connection Industrial is arrangement special for solution dispute Of field connection industrial, in accordance with basic law lex special derogate LAWS general. Whereas effort final is with use track Court Connection Industrial is court special Which is at on environment Justice general, Which on duty and authorized for inspect and disconnect :

- 1) From level First about dispute right and dispute termination connection work;
- 2) From level First and final about dispute importance and dispute between union workers/unions laborer in One company.

Related with Wrong One theory system law (*legal theory*) according to Lawrence More Friedmen that is about structure Where is framework shape Which permanent from system law Which guard process still is at Of in its boundaries, structure Alone consists from court, jurisprudence as well as arrangement many legislative. Temporary That in the practice Still Not yet in accordance with system law the nor rules Which already determined by law. In Chapter 59 Law Number 2 Year 2004 about Solution Dispute Connection Industrial already mentioned that court connection industrial must is at Of each region County town but on in fact matter That Still just become constraint Because No its presence court connection industrial Of each region County town. In effort solution dispute connection industrial, court connection industrial very is required for did it execution matter when agreement together No held and/or for give decision in something matter dispute Which Which happen between labor with businessman. Until moment This a number of court connection industrial Which already inaugurated Of all over Indonesia like Aceh, While, field, Riau, Jakarta, Bandung, Surabaya, Semarang, Yogyakarta, Bangka Belitung, Pontianak, Gorontalo, Hammer, Jayapura and a number of region big other though thereby Still Not yet be found at each County town. In matter This role government very important for form Wrong One institution Justice This Because Lots case dispute connection industrial Already happen every where, question This very harm searcher justice Which want to solving dispute connection industrial Because No exists action from government for form court connection industrial.

Besides importance institution Which stand, exists source one man in institutional That Alone Also become reject measuring walking something institution. Like Justice general and Justice special other, for walking something execution matter in court connection industrial exists judge, judge *To this*, clerk time and clerk replacement. Judge *To this* that is judge Which his appointment above method union workers/unions laborer and organization businessman, judge *To this* court connection industrial lifted with Decision President above method Chief court Great, candidate judge *To this* submitted by Chief court great and no Which Approved by minister above method union workers/unions laborer or organization businessman. Time department judge *To this* that is during 5 (hand) year, in Chapter 6 and Chapter 7 Rules Government Republic Indonesia Number 41 Year 2004 about Almost Method Appointment and Dismissal Judge *To this* Court Connection Industrial and Judge *To this* On court great explained about dismissal with respect and dismissal No with respect in took office judge *To this*. Judge *To this* No can cum department as member institution highest country, head area/head region, officer state civil, member TNI/Polri, administrator party politics, lawyer, mediator, counselor, arbiter or administrator union workers/unions laborer or administrator organization entrepreneur.[27] If judge *To this* be found from circle businessman or profession outside exception for Good moment took office or after took office as judge *To this* No influence profession previously.[28]

However, lack judge To this become constraint separately in implementation solution dispute connection industrial, so that implementation appointment judge *To this* government can cooperate with the parties Which related, like for example appealed union workers/unions laborer and organization businessman for looking for candidate judge *To this* from companies or university Where be found source one man Which of course competent in the field.

With thereby third theory system law from Lawrence More Friedmen can accomplished with Good, with exists structure Which support, substance as well as culture or culture from public That Alone so that have awareness in carry out provision law Which already enforced so that can achieved mark, norma, as well as hope for its people That Alone.

Conclusion

1. Protection Law Post Decision court Constitution And Enforcement Law Create Work For Employee Based on Agreement Work Time Certain From PT. Sapphire Jaya Express that is Protection energy work as Which already arranged in Law Number 13 Year 2003 about Employment intended for ensure ongoing connection work Which harmonious between labor with businessman without accompanied exists pressures from parties Which strong to parties Which weak, so that businessman Which regularly socio-economic own position Which strong must help carry out provision protection the in accordance with rules legislation Which happen Chapter 4 sentence (2) PP Number 35 Year 2021 confirm field implemented it PKWT for work Which type or his activities nature still PKWT only can applied on work Which finished on expect time certain rule new PP Number 35 Year 2021 in Chapter 14 mention obligation company for noted, with provision: PKWT must recorded by businessman on ministry Which organize business government Of field employment regularly daring most old 3 (three) day work since signatory PKWT.
2. Obstacle Which arises in application Agreement Work Time Certain on PT. Sapphire Jaya Express Post It happened Law Create Work And Effort The solution that is No fulfillment hak-hak labor during Work on businessman or company, No carry out obligations in accordance with agreement work Good from parties businessman nor parties labor, effort solution main can done in problems Which arises on PKWT with through consultation bipartite, mediation, conciliation and arbitration. If effort the No can done or fail, for effort final that is with use track Court Connection Industrial (PHI). But Not yet availability PHI Of each region County town become constraint separately for businessman nor labor Which will do lawsuit the court connection industrial. As well as lack source one man Which competent in question solution dispute connection industrial, so that matter the become Wrong One constraint walking conference Of PHI.

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