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# Guaranteed Wages and Social Security for Daily Workers at PTP Nusantara XIV Awaya

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**The study aims** to discuss the protection and fulfillment of the rights of casual workers at PTP Nusantara XIV Awaya. This study focuses on the regulation and implementation of wage guarantees and social security programs for casual workers at PTP Nusantara XIV Awaya.

**The research method** applied in this study is normative legal analysis, which includes an analysis of secondary data and the use of interviews with respondents or informants as primary data.

**The novelty** of this research lies in its focus on the rights of daily workers at PTP Nusantara XIV Awaya, which are not explicitly regulated in employment agreements. This irregularity creates legal uncertainty that directly impacts the company's fulfillment of workers' rights.

**The results** of the study show that casual daily workers at PTP Nusantara XIV Awaya do not receive adequate legal protection and certainty regarding their rights to wages and social security. These findings are based on interviews with respondents and an analysis of the applicable piecework employment agreements. The employment contract does not clearly stipulate the amount of wages, potentially leading to legal uncertainty in the implementation of workers' rights. Additionally, the company is obligated to fulfill workers' social security rights in accordance with applicable laws and regulations. However, in practice, PTP Nusantara XIV Awaya fails to fulfill this obligation for daily casual workers.

**The study concluded** that daily workers at PTP Nusantara XIV Awaya, based on interviews with one of the daily workers, a foreman, and members of the company's legal team, do not receive social security programs such as BPJS Ketenagakerjaan. In addition, wage rates are not specifically regulated in the work agreement. However, these workers' rights are regulated and mandated by Government Regulation No. 35 of 2021 on social security and labor.

**Keywords:** Daily Casual Workers; Wage Rights and Social Security Programs; PTP Nusantara XIV Awaya

**Abstrak**

**Tujuan Penelitian** ini bertujuan membahas perlindungan dan pemenuhan hak-hak pekerja harian lepas di Perusahaan PTP Nusantara XIV Awaya. Penelitian ini berfokus pada pengaturan dan pelaksanaan jaminan hak upah, dan program jaminan sosial bagi pekerja harian pada Perusahaan PTP Nusantara XIV Awaya.

**Metode penelitian** yang diterapkan dalam studi ini adalah yuridis normatif, yang meliputi analisis terhadap data sekunder dan pemanfaatan hasil wawancara dengan responden atau narasumber sebagai data primer.

**Kebaruan penelitian** ini terletak pada fokusnya terhadap hak-hak pekerja harian di Perusahaan PTP Nusantara XIV Awaya yang belum diatur secara eksplisit dalam perjanjian kerja. Ketidakteraturan tersebut menimbulkan ketidakpastian hukum yang berdampak langsung pada pelaksanaan hak-hak pekerja oleh perusahaan.

**Hasil penelitian** menunjukkan bahwa pekerja harian lepas di Perusahaan PTP Nusantara XIV Awaya tidak memperoleh perlindungan dan kepastian hukum yang memadai terkait hak atas upah dan jaminan sosial. Temuan ini didasarkan pada hasil wawancara dengan para responden serta analisis terhadap perjanjian kerja borongan yang berlaku. Perjanjian kerja tersebut tidak mengatur secara jelas ketentuan mengenai besaran upah, sehingga berpotensi menimbulkan ketidakpastian hukum dalam pelaksanaan hak-hak pekerja. Selain itu, perusahaan juga memiliki kewajiban untuk memenuhi hak jaminan sosial pekerja sesuai dengan ketentuan perundang-undangan yang berlaku. Namun, dalam praktiknya, PTP Nusantara XIV Awaya tidak memenuhi kewajiban tersebut bagi pekerja harian lepas.

**Kesimpulan** dalam penelitian ini menunjukkan bahwa pekerja harian di Perusahaan PTP Nusantara XIV Awaya, berdasarkan hasil wawancara dengan salah satu pekerja harian, mandor, serta anggota tim legal perusahaan, tidak mendapatkan program jaminan sosial seperti BPJS Ketenagakerjaan. Selain itu, pengaturan mengenai besaran upah juga tidak diatur secara spesifik dalam perjanjian kerja. Padahal, hak-hak pekerja tersebut telah diatur dan diamanatkan dalam Peraturan Pemerintah Nomor 35 Tahun 2021 tentang jaminan sosial dan ketenagakerjaan.

**Kata Kunci:** Pekerja Harian Lepas; Hak Upah dan Program Jaminan Sosial; PTP Nusantara XIV Awaya

## 1. INTRODUCTION

The embodiment of the principle of the rule of law is how every action and behavior in social life can be organized in accordance with existing rules so as to provide guidelines for the people in carrying out their activities as citizens, without committing acts that could result in imbalances in the social order,<sup>1</sup> and guarantee the human rights of every person in all aspects of life, including employment. Labor protection aims to ensure the fundamental rights of workers/laborers, provide equal opportunities, and guarantee fair treatment without discrimination in any form. This is done to improve the welfare of workers/laborers and their families, while taking into account the dynamics and progress of the business world.

The protection of workers' rights is further strengthened in Article 27 (2) of the 1945 Constitution, which fundamentally stipulates that every citizen has the right to obtain employment and a decent livelihood in accordance with human values. Furthermore, Article 38 (4) of Law No. 39 of 1999 on Human Rights (UU HAM) stipulates that "every person, whether male or female, in performing work that is commensurate with his or her human dignity, is entitled to fair wages commensurate with his or her performance and is able to ensure the survival of his or her familyany|a". The guarantee of protection of workers' rights is certainly an obligation of employers that must be taken into account and fulfilled as intended in the provisions of Article 35 Paragraph (3) of Law Number 13 of 2003 concerning Manpower (Manpower Law).Law Number 13 of 2003 on Labor (Labor Law).<sup>2</sup>

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<sup>1</sup> Moctar, Zainal Arifin dan Hiariej, Eddy O. S, Dasar-Dasar Ilmu Hukum, Memahami Kaidah, Teori, Asas dan Filsafat Hukum, Depok : Rajawali Pers, 2024. p. 25

<sup>2</sup> Lihat Pasal 35 Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan, Ayat (1) Pemberi kerja yang memerlukan tenaga kerja dapat merekrut sendiri tenaga kerja yang dibutuhkan atau melalui pelaksana penempatan tenaga kerja. Ayat (2) Pelaksana penempatan tenaga kerja sebagaimana dimaksud dalam ayat (1) wajib memberikan perlindungan sejak rekrutmen sampai penempatan tenaga kerja. Ayat (3) Pemberi kerja sebagaimana dimaksud dalam ayat (1) dalam mempekerjakan tenaga kerja wajib memberikan perlindungan yang mencakup kesejahteraan, keselamatan, dan kesehatan baik mental maupun fisik tenaga kerja.

Under the provisions of labor law, workers are categorized into two types, namely workers with a fixed-term employment contract (PKWT) and workers with an indefinite-term employment contract (PKWTT). In every employment relationship between workers and employers, it is important to ensure the fulfillment of workers' rights, including protection that covers welfare, safety, and physical and mental health, including for daily workers. According to H. Zaini Asyhadie and Rahmawati Kusuma, they explain that a work agreement between workers and employers is a fundamental basis for determining the rights and obligations of each party.<sup>3</sup> Even daily workers need an employment contract for their work. Daily workers are regulated in Article 10 of Government Regulation No. 35 of 2021 concerning Fixed-Term Employment Contracts, Shift Work, Working Hours, and Rest Periods, and Termination of Employment Relationships (PP 35 of 2021) are PKWT workers whose employment is uncertain and temporary in nature, consisting of specific work that varies in terms of time and volume of work, as well as payment of wages/salaries based on attendance. Daily workers who are PKWT in a company can be employed with a daily work agreement.<sup>4</sup> This employment agreement serves as the basis for daily workers in providing legal certainty to support their rights and obligations as casual workers and for the Company.

The act of employing workers in a job is the absolute right of a company based on the provisions of the legislation, be it in its status as PKWTT, PKWT, or daily workers as practiced at PTP Nusantara XIV Awaya Company. The PTP Nusantara XIV Awaya Company not only employs workers in the status of PKWTT and PKWT, but also employs casual daily workers and also retired workers from the a quo company in the status of piecework daily workers on the basis of the use of piecework work agreements from each of these daily workers. This is as regulated and confirmed in the provisions of Article 11 of PP 35 of 2021, companies in making work agreements for daily workers must be in writing which at least contains the identity of the worker and the company, then the type of work carried out by casual daily workers as well as the wages of these workers, and the social security rights of workers.<sup>5</sup> However, these provisions are often ignored by companies including the PTP Nusantara XIV Awaya Company, and such practices are still being carried out until 2023 as the contract data obtained by the author, where the piecework work agreement agreed upon by daily pieceworkers with the PTP Nusantara XIV Awaya Company in the clause of the article does not regulate workers' wage rights and social security rights for daily workers.

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<sup>3</sup> Asyhadie, H. Zaeni dan Kusuma, Rahmawati, *Hukum Ketenagakerjaan Dalam Teori dan Praktik Di Indonesia*, Jakarta : Kencana, 2019. p. 68-70

<sup>4</sup> Lihat Pasal 10 Ayat (2) Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja

<sup>5</sup> Lihat Pasal 11 Ayat (1) dan Ayat (2) Peraturan Pemerintah Nomor 35 Tahun 2021 tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja dan Waktu Istirahat, dan Pemutusan Hubungan Kerja, bahwa Pengusaha yang mempekerjakan Pekerja/Buruh pada pekerjaan sebagaimana dimaksud dalam Pasal 10 ayat (1) membuat Perjanjian Kerja harian secara tertulis dengan Pekerja/ Buruh. Perjanjian Kerja harian sebagaimana dimaksud pada ayat (1) dapat dibuat secara kolektif dan paling sedikit memuat: a. namaf alamat Perusahaan atau pemberi kerja; b. namaf alamat Pekerja/Buruh; c. jenis pekerjaan yang dilakukan; dan d. besarnya Upah. dan Pengusaha sebagaimana dimaksud pada ayat (1) wajib memenuhi hak-hak Pekerja/Buruh termasuk hak atas program jaminan sosial.

Although the daily piecework workers and the PTP Nusantara XIV Awaya Company have legally bound between the two parties based on the piecework agreement, but in fact the piecework agreement in the clause of the article does not regulate the wage rights of workers and social security rights for daily workers. This is reflected in the situation experienced by daily workers of PTP Nusantara XIV Awaya Company. Based on the data found by researchers, daily workers of PTP Nusantara XIV Awaya Company face several issues in fulfilling their rights as daily workers, namely the right to wages and the right to social security. The non-fulfillment of these rights has an impact on workers' economic conditions and creates injustice in employment relationships, where daily workers of PTP Nusantara XIV Awaya Company are in a vulnerable position to injustice, can experience economic uncertainty, and are at high risk of exploitation and work accidents.

The practice carried out by the PTP Nusantara XIV Awaya Company with Borongan Daily Workers in the work contract and the implementation of the fulfillment of workers' rights shows the existence of acts of discrimination by the company against workers. Whereas the position of daily workers with a work agreement is to provide legal certainty and ensure a balance between the rights and obligations that have been carried out.<sup>6</sup> In relation to daily workers, they are also guaranteed under the provisions of laws and regulations to obtain the right to wages and the right to social security in order to realize workers' right to a decent livelihood. The right to wages and the right to social security aim to protect and guarantee the availability of workers' living needs for the fulfillment of living standards both in the nature of prevention and rehabilitation.<sup>7</sup> The guarantee of daily workers' rights illustrates that the rights of casual workers are the same as those of workers in other statuses.<sup>8</sup> Therefore, casual workers are given equal access through the guarantee of laws and regulations. The fulfillment of the rights of casual workers is the responsibility of the company, not only in the execution of work, but must start from the material contained in the clause of the agreement letter as a basis for legal certainty for workers because it is a normative obligation for the company to carry it out.<sup>9</sup> Non-fulfillment of the company's obligations towards the rights of daily workers is a violation of rights that gives rise to industrial relations disputes, in which case workers can then take the settlement route based on access regulated in statutory provisions.

An important issue in this research is to discuss the implementation of wage rights and social security programs by the PTP Nusantara XIV Awaya company for daily workers as an effort to fulfill basic rights by daily workers in order to ensure welfare and work protection and

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<sup>6</sup> Santriati, Amanda Tikha, Kebijakan Pemerintah Terhadap Perlindungan hak Pekerja Freelance (Harian Lepas) Di Indonesia, *Opinia De Journal*, 2(1), 2022. p. 54 DOI : <https://doi.org/10.35888/opinia.v2i1.21>

<sup>7</sup> Irfan, Mohammad, Urgensi Jaminan Sosial Dalam Memberikan Jaminan Kepastian Hukum Bagi Pekerja Rumah Tangga Di Indonesia, *Jurnal Risalah Kenotariatan*, 5(2), 2024, p. 503 DOI : <https://doi.org/10.29303/risalahkenotariatan.v5i2.281>

<sup>8</sup> Suryaningrat, Rakhman Candra, *et.al*, Tinjauan Yuridis Terhadap Pengaturan Terkait Pekerja Harian Lepas, *Jurnal Cakrawala Hukum*, 12(2), 2021. p. 217 DOI : <https://doi.org/10.26905/idjch.v12i2.5813>

<sup>9</sup> Thaib, M. dan Nofrial, Ramon, *Penyelesaian Hubungan Industrial*, Yogyakarta : CV. Budi Utama, 2019. p. 55

guarantee legal certainty for daily workers. The actions of the PTP Nusantara XIV Awaya company in the employment contract with Borongan Daily Workers, which in the clause of the article does not regulate the right to wages and social security rights for workers, make it an issue that needs to be discussed comprehensively. because based on Government Regulation Number 35 of 2021 which has shredded the relationship between the company and daily workers as well as provisions that should be regulated in the employment contract, but in fact these provisions are not implemented by the PTP Nusantara XIV Awaya company in making employment contracts and implementing the fulfillment of rights for daily workers. Whereas based on the theory of legislation, the company as an employer who has employed workers, is obliged to fulfill the right to wages and the right to social security for workers / employees because it is clearly explained in the provisions of the legislation.<sup>10</sup>

The protection and fulfillment of workers' rights needs to be considered comprehensively by a company, both with regard to wages and the right to a social security program, which also ensures protection that includes the welfare, safety, and health of both mental and physical labor. So that from the things mentioned above, the author is interested in studying and analyzing the position and rights of casual workers at the PTP Nusantara XIV Awaya Company to further deepen the rights that should be obtained by casual workers. Based on the preliminary description, the problems that can be raised are: First, What is the Position of Casual Workers at PTP Nusantara XIV Awaya Company. Second, How is the Guarantee of Wage Rights and Social Security Programs in the Form of Safety and Health for Daily Piece Workers at PTP Nusantara XIV Awaya Company. Third, How the Company's Legal Efforts Against Wage Rights and Social Security Rights for Workers. So that from these legal issues in the discussion it will appear that the position and rights of daily piecework workers at the PTP Nusantara XIV Awaya Company have been maximally implemented or not.

## **2. METHOD**

This research uses empirical normative legal research or what is commonly called applied law research, which is research that focuses on studies of the application of normative legal provisions to concrete events that occur in society.<sup>11</sup> This type of research is used to answer the problems that the author has described above, which through this research will provide a complete and concrete picture and input to answer the rights of daily workers at the PTP Nusantara XIV Awaya Company by paying attention to the work agreement made between daily workers and the company and seeing the legal implications that will potentially be caused as the principle of empirical normative research is to see and examine the law as a norm in its implementation in society.<sup>12</sup>

The data used in this research are secondary data sourced from books, journals, laws and regulations and other written legal materials, as well as primary data in the form of field

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<sup>10</sup> Mutya, Sherly, *et.al*, Pemenuhan Hak Atas Jaminan Kesehatan Terhadap Pekerja Swasta dengan Status Probation atau Masa Percobaan di Kota Padang, *Jurnal Unes Law Review*, 6(1), 2024. p. 1584 DOI : <https://doi.org/10.31933/unesrev.v6i1>

<sup>11</sup> Muhaimin, *Metode Penelitian Hukum*, Mataram : Mataram University Press, 2020. p. 116

<sup>12</sup> Ramadhan, Muhammad Citra, *Motode Penelitian Hukum*, Yogyakarta : Kaizen Sarana Edukasi, 2021. p. 147

data in the form of interview results obtained from respondents or sources as well as the Borongan Daily Work Contract Letter between Daily Workers and PTP Nusantara XIV Awaya Company.<sup>13</sup> Furthermore, the data is analyzed qualitatively which produces analytical prescriptive data. The results of the data obtained are then drawn conclusions using the deductive method or with a general-specific pattern that provides a comprehensive description of the object or subject under study in accordance with what it is.<sup>14</sup>

### **3. DISCUSSION**

#### **3.1. Wage Rights Guarantee and Social Security Program in the Form of Safety and Health for Casual Workers at PTP Nusantara XIV Awaya Company**

Humans basically have various needs and desires, therefore humans must try to fulfill these needs and desires by working. By doing work, humans try to support themselves and also the work is expected as a means of self-actualization. So that work is also a human right that must be upheld and respected.<sup>15</sup>

Everyone who works certainly wants a wage that can meet their needs. Based on the Manpower Law, Article 1 Paragraph 30, wages are defined as the right of workers/laborers given in the form of money as compensation from employers or employers. The determination and payment of this wage is based on an agreement in a work agreement, collective agreement, or applicable statutory provisions, and includes benefits for workers/laborers and their families related to work that has been or will be carried out. Meanwhile, according to Eko Prasetyo, wages are a form of compensation given by employers or companies to employees for work that has been completed. This wage is agreed by both parties, both the employer and the recipient of the work, through a legal work agreement and in accordance with applicable legal provisions.<sup>16</sup>

Work performed by workers is done initially through a work agreement with the employer/company in providing work. Workers in their status as casual daily workers are the same, which in starting their work is carried out with a work agreement. This is confirmed in article 11 paragraph (1) of Government Regulation No. 35 of 2021, and the work agreement must contain the name and address of the worker/laborer, the type of work performed and the amount of wages as confirmed in article 11 paragraph (2) of Government Regulation No. 35 of 2021. Daily workers' wages are given based on attendance, so they are bound in a working relationship from day to day. The amount of wages received depends on the number of working days, working hours, or the number of goods and types of work completed.<sup>17</sup>

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<sup>13</sup> Muhaimin, *Op Cit.* p.125

<sup>14</sup> *Ibid.* p. 113

<sup>15</sup> Nayotama, Khansa, Perlindungan Hukum Jaminan Sosial Pekerja Dengan Perjanjian Kerja Waktu Tertentu (PKWT) Di Indonesia (Studi Pekerja Barista Kedai Kopi Kani), *Skripsi, Jakarta : Fakultas Syariah Dan Hukum Universitas Islam Negeri Syarif Hidayatullah*, 2024. p. 54 <https://repository.uinjkt.ac.id/dspace/handle/123456789/80103>

<sup>16</sup> Prasetyo, Eko, Peran Upah, Insentif, Dan Jaminan Sosial Dalam Mempengaruhi Produktivitas Karyawan (Studi Pada Cv. Multi Bangun Sentosa, *Jurnal Ilmu Manajemen*, 7(4), 2019. p. 3 DOI : <https://ejournal.unesa.ac.id/index.php/jim/article/view/29835/27340>

<sup>17</sup> Syahranni, Aura, *et.al.* Perlindungan Hukum Terhadap Pekerja Harian Lepas Pada Perusahaan Yang Bergerak Dalam Bidang Logistik, *Jurnal Relasi Publik*, 1(2), 2023. p. 257 DOI : <https://doi.org/10.59581/jrp-widyakarya.v1i2.381>

Provisions regarding day laborers were first regulated in the Minister of Labor's Regulation No. PER-06/MEN/1985 on the Protection of Day Laborers and Lep|as. However, this regulation was later revoked and replaced by the Decree of the Minister of Labor and Transmigration No. KEP.100/MEN/VI/2004 on the Conditions of Implementation of Fixed-Term Employment Agreements (hereinafter referred to as Decree No. 100 of 2004). Subsequently, the regulations regarding day-long employees in Decree No. 100 of 2004 underwent changes through Government Regulation (PP) No. 35 of 2021.<sup>18</sup>

Daily workers are clearly regulated as part of PKWT in Article 10 of Government Regulation No. 35 of 2021. In the regulation, non-permanent contracts can be applied to certain non-permanent jobs, as explained in Article 5 Paragraph (3). This work has changing characteristics, both in terms of time and volume of work, with a wage payment system that depends on attendance. Non-permanent contracts, as referred to in Paragraph (1), can also be made through daily work agreements. With this provision, the status of daily workers becomes clearer and more legitimate within the company. As part of PKWT, daily workers are subject to the provisions applicable to PKWT, except for rules that specifically apply to daily workers.

The position of daily workers at PTP Nusantara XIV Awaya Company is regulated based on a letter of agreement signed between daily workers and company leaders. The mutually agreed work agreement is a piece work agreement that contains several clauses regarding technical work, work duration, and force majeure circumstances. In an interview with one of the foremen of PTP Nusantara XIV Awaya Company, Mr. (RR), he stated that, "Daily workers at PTP Nusantara XIV Company are piece-workers whose work is carried out based on the personal wishes of the workers, which are then bound by a piece-work agreement." This statement is also in line with the results of the author's interview with one of the legal team from PTP Nusantara XIV Awaya Company, Mr. (LO), who stated that, "Daily pieceworkers work based on piecework agreements."

The position of workers in a company is very important to determine the rights of workers based on the provisions of the legislation. Based on the results of interviews with one of the Foremen and the Legal Team at PTP Nusantara XIV Awaya Company, the position of daily workers or daily laborers in the company is based on a work agreement between daily workers and the company as stipulated in the provisions of Article 11 of PP No. 35 of 2021. In this regulation, it is explained that employers who employ workers/laborers in the work as referred to in Article 10 Paragraph (1) must make a daily work agreement in writing with workers/laborers. Daily piecework workers at PTP Nusantara XIV Awaya, based on the results of the author's interviews, consist of retired workers who are willing to return to work at the company, as well as daily workers who are not retired. For these two groups of workers, the company makes a similar work agreement, namely a daily piecework agreement.

Companies in conducting employment relationships with casual workers are obliged and should in the employment agreement contain provisions as stated in article 11 paragraph (2)

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<sup>18</sup> Amany, Nailul Amany, Perubahan Pengaturan Perjanjian Kerja Harian Di Indonesia Ditinjau Dari Teori Keadilan, *Jurnal Refleksi Hukum*, 7 (2), 2023. p. 68-69 DOI : <https://doi.org/10.24246/jrh.2023.v7.i2.p267-288>

of PP No. 35 of 2021. In the PTP Nusantara XIV Awaya Company, the work agreement with daily workers only contains the name and address of the Worker/Laborer and regulates the type of work performed and does not regulate the amount of wages received and does not regulate social security rights. In the research, the author found that the Borongan Work Agreement for Tapping/Rubber Trees between PTP Nusantara XIV Awaya Company and workers does not regulate workers' wage rights and social security rights. The agreement only contains clauses related to the technical work carried out, the period of work, force majeure and closing. Whereas the regulation of wages is very important to be stated in a work agreement, because the wage or salary given to a worker is a reward for the implementation of the work carried out in order to support the welfare of the worker's livelihood.<sup>19</sup> In the absence of arrangements related to wages and social security rights in the Borongan Work Agreement for Tapping/Rubber Trees between the PTP Nusantara XIV Awaya Company and daily workers, there is an opportunity to provide wages that are not in accordance with the work and can result in workers not being able to support a decent livelihood and the company's failure to fulfill its obligations to pay attention to the health and safety of daily workers when doing their work.

Based on interviews with daily pieceworkers at PTP Nusantara XIV Awaya, they revealed that in working as daily pieceworkers, the existing work agreement does not specifically regulate the issue of wages. The amount of their wages is highly dependent on the work that is successfully completed. In addition, to support their daily lives, they are also involved in plantation work in the company area. The regulation of wages is a very crucial and important matter, which requires companies to include provisions regarding wages in the work agreement. This is emphasized in Article 11 Paragraph (2) of Government Regulation No. 35 of 2021, which stipulates that the right to wages must be regulated in the employment agreement. On the other hand, in addition to wages, companies are also required to provide social security for workers, including daily pieceworkers, as stipulated in Article 11 Paragraph (3) of Government Regulation No. 35 of 2021, which states that "Employers as referred to in paragraph (1) are obliged to fulfill the rights of workers/laborers, including the right to a social security program."

Legal protection for workers should be considered by the company, this is also explicitly through the concept of legal protection theory how the principle of people's rights which in this case also includes workers must be guaranteed. According to Philipus M. Hadjon, legal protection for the people must be prioritized,<sup>20</sup> including in the case of the people in the world of work. The protection and legal certainty of workers' rights should begin and be outlined in the contents of the agreement so that it can bind the company to carry it out, even in the implementation of its work the company must guarantee the rights of these workers both related to wage rights and the right to social justice for workers.

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<sup>19</sup> Budijanto, Oki Wahju, Upah Layak Bagi Pekerja/Buruh Dalam Perspektif Hukum Dan HAM (Decent Wages For Laborers In Law And Human Right'S Perspective), *Jurnal Penelitian Hukum DE JURE*, 17(3), 2017. p. 339 DOI : <https://doi.org/10.30641/dejure.2017.V17.395-412>

<sup>20</sup> Atmadja, I Dewa Gede dan Budiarta, I Nyoman Putu, Teori-Teori Hukum, Malang : Setara Press, 2018. p. 165



The social security program is a form of basic protection for workers that aims to provide security and certainty against social and economic risks. This program serves as a guarantee for the income of workers and their families in the face of various risks, with a financing scheme that remains affordable for employers and workers.<sup>21</sup> Based on Law Number 24 of 2011 concerning the Social Security Administration Agency (BPJS Law) Article 6 Paragraph 2, there are several types of social security for workers, namely Work Accident Insurance (JKK), Old Age Insurance (JHT), Pension Insurance (JP), and Death Insurance (JKM). These social security provisions are crucial for providing protection and support to workers in facing risks such as workplace accidents and other unforeseen events.

The results of interviews with daily contract workers at PTP Nusantara XIV Awaya, Mr. (FM) and Mr. (DN), stated that, "In working as daily contract workers, we do not receive social security programs such as BPJS." This was further emphasized by one of the foremen at PTP Nusantara XIV Awaya, Mr. (RR), during the interview, who stated that, "Daily wage workers do not receive BPJS in their work."

BPJS Ketenagakerjaan not only protects companies from administrative sanctions, but also provides protection for every employee in the form of social security against risks that may occur during their employment.<sup>22</sup> Pursuant to Article 9 Paragraph (2) of Law Number 6 of 2023 on the Enactment of Government Regulation Replacing Law Number 2 of 2022 on Job Creation into Law (hereinafter referred to as the Job Creation Law), BPJS has primary functions, including implementing programs for work accident insurance and death insurance. In addition, in accordance with the BPJS Law, companies that fail to fulfill their obligation to pay contributions or are late in fulfilling their obligations may be subject to sanctions. Therefore, it is important for companies to ensure the fulfillment of wage rights and social security programs for workers, as this is directly related to human rights. Neglect or disregard of these aspects may be considered a violation of workers' human rights.

The rights of daily workers are actually regulated in various regulations to provide certainty and protection for workers, but in practice, these regulations are not fully implemented by employers. This stems from the fact that various regulations related to the rights of daily workers still contain loopholes, resulting in violations in their implementation.<sup>23</sup> Therefore, in the author's opinion, regulators should provide concrete and clear regulations regarding the rights of casual workers and include sanctions for business actors or employers who violate these regulations. The revision of regulations related to employment is very

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<sup>21</sup> Helweldery, Alfrenso E. R, Sanksi Atas Pelanggaran Terhadap Pelaksanaan Jaminan Sosial Ketenagakerjaan Menurut Undang-Undang No. 24 Tahun 2011 Tentang Badan Penyelenggara Jaminan Sosial (BPJS), *Lex Et Societatis*, 7 (5), 2019. p. 30 DOI : <https://doi.org/10.35796/les.v7i4.24720>

<sup>22</sup> Kusuma, Rahmawati Kusuma, *et.al*, Hak Peserta Badan Penyelenggara Jaminan Sosial Ketenagakerjaan, *PALAR (Pakuan Law Review)*, 7(2), 2021. p. 199-200 <https://journal.unpak.ac.id/index.php/palar>

<sup>23</sup> Royani, Esti, *et.al*, Politik Hukum Ketenagakerjaan (Konsep Ideal Perlindungan Tenaga Kerja Lokal), Banyuman : CV. Amerta Media, 2023. p. 44

important considering the need for guidance and supervision of all activities related to labor in order to achieve order and justice.<sup>24</sup>

### **3.2. Legal Action Against Companies for Failure to Fully Pay Wages and Provide Social Security Benefits to Workers**

Legal certainty regarding wage rights in employment agreements between workers and companies, as well as health guarantees for workers, are fundamental human rights that must be respected, valued, and fulfilled by companies as employers. Workers' health rights, from a human rights perspective, have been recognized in international law, as stipulated in the Universal Declaration of Human Rights (UDHR) of 1948 and the ILO Convention No. 102 of 1952. Both of these international instruments encourage every country to provide minimum protection for all workers. This protection for workers forms the basis for the fulfillment of social guarantees, both in the field of health (health social security) and employment (employment social security), which aim to ensure the welfare of the entire community.<sup>25</sup>

The fulfillment of workers' rights and legal protection for them is the responsibility of the employer. However, under certain conditions, employers may also be held accountable for the fulfillment of workers' rights. This may occur if the employer assigns the work to a recipient company that is not a legal entity or if the employment contract is not in writing as required. If the failure of the employer causes losses to the rights of the workers, then the employer is obligated to assume responsibility for the fulfillment of the rights of the affected employees.<sup>26</sup>

Disputes between workers or laborers and employers generally stem from issues related to rights, such as wages, social security, and treatment in assignments that are sometimes considered inappropriate for the personality, work capacity, or ability of workers to perform their duties. Therefore, according to researchers, conflicts arising from companies failing to include wage-related provisions in employment contracts and failing to register their employees in the BPJS Health program fall under the category of rights disputes.<sup>27</sup>

If a dispute arises in industrial relations, it must be resolved through consultation in order to reach an agreement between employers and workers/laborers or labor unions. This is in accordance with the provisions of Article 136 of the Labor Law, which stipulates that every dispute between workers and employers must be resolved peacefully by promoting the

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<sup>24</sup> Giyono, Urip, Pembaharuan Hukum Ketenagakerjaan Di Indonesia, Depok : PT RajaGrafindo Persada, 2021. p. 58

<sup>25</sup> Wulaningsih, Trisna, *et.al*, Tanggungjawab Hukum Perusahaan Akibat Tidak Didaftarkan Tenaga Kerja Sebagai Peserta Jaminan Sosial, *Jurnal Jatiswara*, 39(2), 2024. p. 250.; <https://jatiswara.unram.ac.id/index.php/js/article/view/709>

<sup>26</sup> Jovita, Amaral, Perlindungan Hukum atas Pekerja Outsourcing atas Kesehatan dan Keselamatan Kerja, *Jurnal Pendidikan Kewarganegaraan Undiksha*, 9(1), 2021. p. 405 DOI : <https://doi.org/10.23887/jpku.v9i2.34142>

<sup>27</sup> Asyhadie, Zaeni dan Kusuma, Rahmawati, Hukum Ketenagakerjaan dalam Teori dan Praktik di Indonesia, Jakarta : Kencana, 2019. p. 218

principle of balance.<sup>28</sup> Consultation to reach an agreement is a formal requirement in the process of resolving disputes in industrial relations.<sup>29</sup>

If an agreement cannot be reached through consultation, then the dispute shall be resolved through the applicable legal procedures, namely by conducting bipartite negotiations in the form of a meeting to reach an agreement. The resolution through bipartite negotiations must be completed within a maximum period of 30 working days from the commencement of the negotiations. If no agreement is reached within that period, the bipartite consultation shall be deemed to have failed. If the consultation results in an agreement, the agreement must be incorporated into a joint agreement signed by both parties and registered with the Industrial Relations Court. If one party fails to fulfill the agreement, the aggrieved party may file for enforcement with the Industrial Relations Court. Meanwhile, if the bipartite settlement from the beginning is unsuccessful, then either one or both parties may submit their dispute to the competent authority in the field of labor relations.<sup>30</sup>

Workers who feel they have been wronged because their company did not register them with BPJS Kesehatan can file a lawsuit in court. In this case, the company may be required to pay compensation for the losses suffered by the workers.<sup>31</sup> Companies that do not register their employees as participants in the BPJS Health program may also be held criminally liable. Under the BPJS Law, there are two types of criminal sanctions: first, sanctions imposed on employers who fail to register their employees in the BPJS program, and second, sanctions imposed on corporations that violate the provisions of the BPJS Law.<sup>32</sup> Therefore, if the company fails to stipulate and regulate wage rights in the employment agreement and does not provide social security programs, workers can seek legal mediation with the employer and take bipartite measures. If all efforts fail to reach a settlement, workers can take litigation measures, namely by filing a lawsuit in court or taking criminal law measures.

#### 4. CONCLUSION

The status of daily workers or casual workers at PTP Nusantara XIV Awaya is based on a work agreement between the daily workers and the company as mandated and regulated in the provisions of Article 11 of Government Regulation No. 35 of 2021, which states that employers who hire workers/laborers for work as referred to in Article 10(1) must enter into a written daily employment agreement in writing with the Workers/Laborers. And in carrying out

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<sup>28</sup> Herawati, Novi, *et.al*, Perwujudan Penyelesaian Perselisihan Hubungan Industrial Sebagai Cerminan Asas Keseimbangan, *Jurnal NOTARIUS*, 14(1), 2021. p. 432 DOI : <https://doi.org/10.14710/nts.v14i1.39103>

<sup>29</sup> Mantili, Rai, Konsep Penyelesaian Perselisihan Hubungan Industrial Antara Serikat Pekerja Dengan Perusahaan Melalui Combined Process (Med-Arbitrase), *Jurnal Bina Mulia Hukum*, 6(1), 2021. p. 49 DOI : <http://dx.doi.org/10.23920/jbmh.v6i1.252>

<sup>30</sup> Asyhadie, Zaeni dan Kusuma, Rahmawati, *Op Cit*. p. 222

<sup>31</sup> Wulaningsih, Trisna, *et.al*, *Op Cit*. p. 252

<sup>32</sup> Asri, Ardison, Implementasi Penegakan Sanksi Pidana Terhadap Korporasi Yang Tidak Membayar dan Menyetorkan Iuran yang Menjadi Tanggungjawabnya Kepada Badan Penyelenggara Jaminan Sosial Ketenagakerjaan, *Jurnal Ilmiah Hukum Dirgantara – Fakultas Hukum Universitas Dirgantara Marsekal Suryadarma*, 9(1), 2018. p. 94 DOI : <https://doi.org/10.35968/jh.v9i1.299>

work as daily laborers based on the provisions of Article 11 (3) of Government Regulation No. 35 of 2021, which states that "Employers as referred to in paragraph (1) are obligated to fulfill the rights of workers/laborers, including the right to social security programs." However, in practice at PTP Nusantara XIV Awaya, as revealed in the author's interviews with one of the daily workers and a foreman, they do not receive social security programs such as BPJS Ketenagakerjaan (Social Security for Workers), and specific provisions regarding wages are not stipulated in the employment contract. Therefore, in the author's view, when a company fails to comply with and disregards such provisions, it constitutes a violation of applicable laws and regulations and an act of human rights infringement. The company's failure to establish and regulate wage rights in the employment contract, as well as the lack of social security programs, enables workers to pursue legal mediation efforts with the employer and take action through bipartite negotiations. If all such efforts fail to achieve a resolution, workers may resort to litigation, such as filing a lawsuit in court or pursuing criminal legal action.

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