



Specific Time Work Agreement (PKWT) Regulations (Comparative study between Indonesia and Malaysia)

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Abstract—Everybody has the right to get respectable job to support a decent life. Labor regulations are very important to avoid employer arbitrariness to unequal position of both sides. Employment regulations in each country are different. Each country has its own set of laws and regulations to provide legal protection and guarantees for workers. Although Indonesia and Malaysia have many similarities, there are also differences in employment regulations, especially in the Specific Time Work Agreement (PKWT). Because of PKWT makes workers position become susceptible because their rights will be lessen. This is different with Malaysia which is not regulate the distinction regulation like in Indonesia. Because of that condition, researchers use a normative juridical approach to examine the regulations governing PKWT in Indonesia and Malaysia, especially PKWT workers who experience Termination of Employment (PHK) before the agreed working time ends. Researchers also looked at fairness issues in PKWT regulations in Indonesia and Malaysia. Secondary data was collected by document study/literature study of library sources, which was then analyzed using a comparative legal approach and qualitative descriptive analysis techniques. Workers regulations in Malaysia much more support to workers prosperity than in Indonesia. PKWT restrictions in Indonesia and Malaysia have not fully addressed the problems faced by laid off workers, so it is very important for the government to create further protections to protect their interests immediately.

Keywords—*Specified Time Work Agreement; Comparative Law; Justice.*

I. INTRODUCTION

Everybody has a goal in life, the goal of getting a decent life or other specific goals. In order to survive, a person must meet basic needs. To fulfill these basic needs, a person needs to work to get some wages in form of money or goods. By earning wages, workers can not only fulfill their basic needs, but can also improve their social status and life style. A job is a necessity for everyone, therefore the state must be present to provide regulations regarding employment to prevent country abuse.[1] Obtaining a decent job is also everybody's right which is stated in the constitution. Employment arrangements are also important to provide certainty to the parties.

Employment laws are different in each country, especially in Indonesia and Malaysia. Malaysia is a popular destination for Indonesians to work. Malaysia is one of the countries that receives the biggest migrants in Southeast Asia which the biggest number of those migrants come from Indonesia. According to 2020 Ministry of Foreign Affairs data, there are around 2.7 million Indonesian migrant workers working in Malaysia, only 1.6 million workers through regular zone.[2] The rest is non-regular migrant workers who sometime work in desperate condition in the sectors of household, construction, and farming. Working in Malaysia is attractive because of better facilities and higher standard of living. Salaries in Malaysia which are much higher than in Indonesia are another factor that attracts Indonesians to work there.

The regulatory procedure in Malaysia is similarly relatively steady, with little modifications. In Malaysia, worker regulations are governed by the Work Deed of 1955 and the Corporate Relations Deed of 1967. Unlike Indonesia, its rules and regulations are continually changing to suit the political trends pursued by the administration. Indonesian labor regulations are currently governed by Law number 6 of 2023 on the Stipulation of Government Regulations in Lieu of Law number 2 of 2022 on Job Creation, as well as derivative regulations such as Government Regulation number 35 of 2021 on Specific Time Agreements, Outsourcing, Working Time, Work

Relations, and Rest Time, and Termination of Work Relationship. Since the adoption of Law Number 13 of 2003 concerning Employment, Indonesian labor law has changed multiple times.

Workers in Indonesia and Malaysia are affected differently by their respective labor legislation. Malaysia does not distinguish between two types of employment agreements, Specific Time Work Agreements and Indefinite Time Work Agreements, as stipulated in Indonesia. The distinction between both worker agreements is often known as contract workers vs permanent workers. This distinction can make workers' positions more vulnerable because workers who should be permanent are not impossible to become non-permanent due to the specific time contract structure. The PKWT system in Indonesia has a negative influence on worker rights and income. These impact to the welfare of workers in Indonesia so there are many Indonesians go to Malaysia to get a better and decent life. The study of comparative law between Indonesia and Malaysia is interesting to do because these countries are neighbors in the same region of Southeast Asia and have many similarities starting from climate, race and family. Many Indonesians citizens also work in Malaysia, making it a unique phenomenon to be used as material for analysis of why there is population movement from Indonesia to Malaysia. Things like this can be an indicator that Indonesia is unable to provide a decent living for workers, thus encouraging them to leave Indonesia to get a more decent living. After seeing the differences and similarities between the provisions in force in Indonesia and Malaysia, criticism and suggestions can be given to improve the regulations regarding PKWT so that they prioritize justice and worker welfare.

II. LITERATURE REVIEW

A. *Specific Time Work Agreement (PKWT)*

The growth of employment possibilities is required to respect workers' duties and responsibilities, improve workers' quality of life and contribution to development, and better safeguard workers and their families in a way that respects human beings' inherent dignity.[3] Protecting the workforce by ensuring their fundamental rights are upheld, fostering equal opportunity, and eliminating discrimination is vital to ensuring the well-being of workers and their families. All the while keeping the development of the corporate world in mind, this must be accomplished.

Workplace policies and practices have a significant impact on people's health and happiness. Regulation of this critically important industry must put the interests of both employees and businesses first, without favoring any one group over the other. There are two variations of employment contracts in Indonesia: PKWTs, which are for a specific period of time, and PKWTTs, which are for an indefinite period of time. By establishing time constraints while also ensuring the rights and responsibilities of both the employer and employee, PKWT governs the nature of the relationship between the two in the workplace. A PKWT, which stands for "Specific Time Work Agreement," is a kind of employment contract that sets a deadline. Within a specified time frame, PKWT participants (employers and workers) commit to formalizing their employment arrangement. When an employment relationship is short-lived, PKWT is frequently employed.[4]

B. *Theory of law formation in accordance with the principles of justice*

Justice in law is a principle or concept that refers to balance, equality, and fair treatment for all individuals in the legal system.[5] This means that everyone, regardless of color, religion, gender, sexual orientation, or socioeconomic status, has the same legal rights and ought to be treated equally and fairly. Justice is a concept that involves active work and fight, because it is the core of law.[6]

Legal formation must always adhere to the principles of justice. The employment sector is a sector that is very prone to injustice due to the imbalance in positions between employers and workers.[7] There is a special urgency in forming regulations in the labor sector so that the government needs to be serious in protecting workers in their countries, both Indonesia and Malaysia. Workers have a number of rights that must always receive protection from employers and the government.

III. METHOD

The research method used in this study is a normative juridical approach, involving a comprehensive analysis of the legal principles and regulations governing employment, especially those relating to Specific Time Work Agreements (PKWT) or contract workers. This research also examines the impact of these arrangements on the lives of contract workers and proposes legal improvements for an integrated criminal justice system in Indonesia. Normative legal research involves examining library sources or secondary data to conduct legal research.[8] Secondary data is information that has been collected from preexisting sources, including books, articles, and other published materials. The secondary data utilized in this study is Primary Legal Material, which includes Law Number 6 of 2023, which pertains to modifications in government regulations to Law Number 2 of 2022 regarding job creation, Government Regulation Number 35 of 2021, which pertains to employment agreements, specific time, outsourcing, working time, working relationships, rest time, and termination of working relations, as well as the 1955 Work Deed or 1967 Transport Deed. Secondly, Secondary Legal Material encompasses a variety of books, theses, papers, and articles that are accessible via the internet. Tertiary legal materials, which

include the Big Indonesian Dictionary, English Dictionary, and Law Dictionary, comprise the third category of legal materials.[9] Secondary data collection was carried out through document studies and literature reviews of library sources. These materials were then evaluated in this research using comparative legal techniques and a qualitative descriptive analysis approach. According to Winterton in Wicaksono, comparative law is a technique used to compare different legal systems.[10] The main aim of comparative law is to show the similarities and differences between the different legal systems under study. The aim of this research is to collect data regarding the similarities and differences in the Termination of Employment (PHK) systems in Indonesia and Malaysia.[11] Data will be evaluated using a qualitative descriptive approach which includes evaluation of applicable rules and regulations to provide a comprehensive picture of the results of this research.

IV. RESULT AND DISCUSSION

A. Specific Time Work Agreement (PKWT) regulations In Indonesia and Malaysia

Each country in the world has different regulations regarding employment. Each rule definitely has its own advantages and disadvantages so that the value of justice according to the perspective of various countries is very likely to be different. Each country has its own priorities in protecting workers in its country.

Indonesia has a separation between permanent workers and contract workers, namely by regulating PKWTT and PKWT. However, it is not certain that other countries apply similar provisions as Indonesia has. Differences like this have a number of different impacts on workers working in these countries. Differences that may occur are differences in the rights that workers have, the guarantees that workers can receive, and the facilities that workers receive.

Malaysia, which is a neighboring country to Indonesia, does not apply the same rules as in Indonesia. It would be interesting to examine the similarities, differences, disadvantages and advantages of the regulations applied and then look at the perspective of justice in each regulation regarding workers, especially contract workers.

As with the law, the parties' agreement is binding on them. This includes workers under a Specific Time Work Agreement (PKWT) who are also usually referred to as contract workers.[12] Contract workers work in accordance with the agreement agreed between the worker and the employer.[13] The parties' agreement is legally obligatory, as is the case with the law. The employment relationship will terminate upon the expiration of the agreed-upon duration of employment if the parties are unable to agree on a new duration for the worker to complete the tasks at hand. PKWT employees are also subject to the right of their employers to terminate their employment (PHK) at any time before the conclusion of the agreed-upon term.

According to Article 17 of the PP No. 35 of 2021, "In the event that one of the parties ends the employment relationship before the end of a certain period of time that has been determined in the PKWT, the entrepreneur is obliged to provide compensation as intended in article 15 paragraph (1), the amount of which is calculated based on the period of the PKWT that has been implemented by workers/laborers." This implies that the entrepreneur is obligated to provide recompense to employees who have been terminated but whose PKWT designation has not yet been officially revoked.

The provision of compensation funds in accordance with the calculations is specified in Article 16 of PP No.35 of 2021, which states: "(1) Employers are obligated to provide compensation money to Workers/Labourers whose employment relationship is based on PKWT." Upon the conclusion of the PKWT, the participant receives compensation. (3) Workers or laborers who have consistently labored for a minimum of one month are distributed compensation funds, as specified in paragraph (1). (4) The payout will be made at the conclusion of the PKWT period preceding the extension if the PKWT is prolonged, and after the extension of the PKWT period has ended or been concluded. (5) Compensation money is not provided to employers who employ foreign laborers in PKWT-based employment relationships.

And in detail regarding the amount of compensation given in accordance with the provisions of article 16 which states:

- a. Employees with a Certain Time Work Agreement (PKWT) for 12 (twelve) months continuously are entitled to 1 (one) month's wage, indicating financial protection for workers with continuous annual contracts, which also reflects the company's efforts to maintain workforce stability and minimize turnover.
- b. Employees with PKWT for 1 (one) month or more but less than 12 (twelve) months, receive wages proportionally with the calculation: The length of service/12 multiplied by 1 (one) month's wage, indicating the flexibility in adjusting compensation according to the duration of the contract, which reflects fairness and appreciation of workers' contributions over a shorter period of time.
- c. Employees with PKWT of more than 12 (twelve) months, also receive wages proportionally with the calculation: 12 (twelve) months of service multiplied by 1 (one) month's wage, which reflects the application of the principle of fairness in rewarding workers who have a longer service period than one year, ensuring that all workers, regardless of the duration of their contract, are compensated in accordance with their contribution to the company.

From these provisions there is no longer any reason for employers not to provide compensation rights if workers/laborers are dismissed before their PKWT period ends. When compared with Malaysia, workers who are laid off from work have the same right to benefits (severance pay) from completing minimum work if the worker/laborer is protected under any deed or collective agreement because these rights are contained in the Employment Act, 1955 or the Company Relations Act 1967 and workers must know their rights so that these workers' rights are not taken lightly by the entrepreneur/employer. In the provisions of Article 60J of the 1955 Employment Act, it stipulates the rights obtained by workers/laborers after being laid off by employers, namely:

1. Termination benefits (retrenchment)
2. Temporary layoff allowance (temporary layoff allowance)
3. Retirement time allowance (pension allowance)

Employers are required to pay benefits (severance pay) and temporary layoff allowances (temporary layoff benefits) to employees/laborers who have worked continuously for a period of not less than 12 months when the employment agreement with the employee/laborer is terminated and if the employee/laborer is temporarily laid off, this is mentioned in Article 3 paragraph (1) and paragraph (2) regarding the Termination and Retirement Benefits of Sentara 1980, namely “(1) Subject to these Regulations, an employer shall be liable to pay termination or lay-off benefits payment calculated in accordance with regulations 6 to an employee who has been employed under a continuous contract of service for a period of not less than twelve months ending with the relevant date if— (a) the contract of service of the employee is terminated; or (b) the employee is laid-off within the meaning of regulation 5. (2) For the purpose of this regulation a continuous contract of service for a period of not less than twelve months shall include two or more periods of employment which are not less than twelve months in the aggregate if the intervening period or periods between one period of employment and another does not in the aggregate exceed thirty days”

Employees/labourers are entitled to benefits when their employment agreement is terminated for any reason, but there are exceptions as set out in Article 4 paragraph (1) regarding Termination Benefits and Sentara Employment 1980 further translated as follows:

- a. "Dismissal by the employer, when the employee/labor reaches retirement age, as stated in the contract agreement;
- b. Dismissal by the employer, on the basis of a violation after a proper investigation has been carried out; or
- c. Voluntary layoff by employee/labor”

Article 13 paragraph (2) of the Employment Act 1955 states that an entrepreneur or employer may intentionally violate the employment agreement. Article 14 paragraph (3) of the same act states that an employee or his dependents are threatened by human danger, violence, or disease. As a result, an employer cannot do anything he wants to workers or laborers because they are protected under any relevant act. These benefits can secure the lives of workers and aid a little bit, therefore they are available for employees and laborers who are involved in layoffs and protected under the Work Act 1955. Workers in Indonesia get a variety of benefits from their employers, including income or salary, bonuses, allowances, and facilities, as well as severance pay and other payments. In Malaysia, an employee's total remuneration includes not only their base salary and bonus, but also employee benefits, interest, commission, a living expenditure account, tips, and any other payments or perks provided by their employer. The perks that are eligible for reimbursement include:

- 1) Compensation given in lieu of official notification of termination of employment (notification). Salary in lieu of notice refers to the compensation that workers or laborers are entitled to if they are dismissed without being given the required notice period as stated in the employment agreement or related documents. Workers who are terminated from their jobs without being given adequate notice may request compensation for wages in lieu of notice. Wages must be paid on the last day of termination of the employment contract. To ensure that workers receive the wages they are entitled to from their employers.
- 2) Benefits (severance pay) caused by layoffs. The payment of severance pay must be in accordance with the provisions outlined in the employment contract. However, it cannot be lower than the minimum amount specified in the labor regulations, such as the Sentara Observation and Retirement Allowance Act 1980, and other related documents. Some allowances that are included in the work observation are:
 - a. “10 days' salary for each year of service if the employee has served more than 12 months but less than 2 years;
 - b. 15 days' salary for each year of service if the employee has served for 2 years but less than 5 years;
 - c. 20 days' salary for each year of service if the employee has served 5 years or more, and is calculated pro-rata for the period of service that is even a year, following even months that are close to once a year.”

Employees also have the right to a written explanation of their severance pay benefits, including the entire amount and its calculation. Because business owners and employers need time to prepare severance packages for their employees, workers have a right to get their money no later than seven days after the date of layoff. The lack of a specified deadline increases the risk that the entrepreneur or employer would procrastinate and neglect their duties in the role. The following is the formula for calculating benefits:

$$\frac{12 \text{ months salary} \times \text{length of work} \times \text{eligibility}}{\text{length of work}}$$

365 days (Number of Years Worked) 10/15/20 days a year

Payment of benefits and temporary dismissal allowances is the right of the worker/laborer, apart from that the worker/laborer also has the right to receive further additional information regarding the dismissal of workers from the Labor Department adjacent to their place of work. According to researchers, it can be seen in general that currently there are many workers working in Malaysia, apart from being a country that is directly close to Indonesia, it is said that workers there can gain large profits, so it is not surprising that many Indonesian workers are competing to migrate. to get wages, good facilities and so on, it's just that with these profits, quite a few suffer losses, especially when they have to face layoffs, so if this happens, they will only depend on compensation.

Indonesia and Malaysia both aim to prevent layoffs or layoffs and provide compensation to workers affected by layoffs. In Indonesia, there are only four types of layoffs, namely layoffs by law, layoffs by employers, layoffs by workers/laborers, and layoffs by court, whereas in Malaysia there are only three types, namely layoffs with notice, layoffs without notice, and layoffs for reasons special.[14] The layoff mechanism in Indonesia divides PKWT and PKWTT workers into two categories, but in Malaysia there is no distinction, in other words, this method applies to all workers who are laid off. Both Indonesia and Malaysia explain the types of actions that can result in layoffs in accordance with their respective laws and regulations, with the exception that Malaysia discusses them in outline and not in detail. Efforts that can be made by workers/laborers if they do not receive layoffs; Both countries explain how to resolve disputes in accordance with their respective country's regulations.

The rules governing the provision of compensation are more detailed in Indonesia because they differentiate between PKWT and PKWTT, whereas in Malaysia they only provide salaries, not gratuity for long service and compensation for the right to layoffs, this implies that the grouping of rules in Indonesia is more detailed and detailed so as to avoid multiple interpretations. In Malaysia, there is no difference in calculating compensation for laid-off workers, so the calculation is more realistic. [15] Unlike in Indonesia, there are differences in calculating compensation for PKWT and PKWTT.

The size of compensation or providing a separation of types of compensation does not reflect the welfare of workers. This is because workers/laborers need more certainty and continuity in carrying out their work. Workers need certainty, worker protection, health insurance and obtaining adequate facilities at work which are more needed by workers so that not only providing compensation makes workers more prosperous.

The separation between PKWT and PKWTT in Indonesia also has a weakness that causes workers to not have certainty regarding their position and rights in the company. The existence of PKWT makes the position of workers who should be able to work permanently in the company become temporary so that workers have to look for the next job in order to make ends meet. Malaysia does not apply a distinction between contract workers and permanent workers so that all workers can be interpreted as workers who work permanently at the company in question. However, this does not mean that workers cannot be dismissed by the company. The dismissal of workers is regulated in the terms and clauses agreed between the worker and the company. The position of workers in Malaysia is more certain than in Indonesia. The existence of the PKWT system does not guarantee a better livelihood for workers and actually favors entrepreneurs. Using the PKWT system, employers have more freedom in recruiting and kicking workers who work in their company.

B. Establishment of laws with a justice perspective for workers in Specific Time Work Agreements (PKWT)

Official human rights publications now place a greater emphasis on ideas of justice in the legal system and the legislative process. A fundamental understanding of law is necessary for comprehending the laws that stand for society's sense of justice. The goal of law, as stated in canonical legal texts, is to ensure that everyone has a fair chance at happiness.[16] Together, we can bring this meaning to life by establishing norms based on principles of fairness. The relevant legislation is positive law, which represents fairness in action.

Honoring each person's inherent worth is central to justice, as outlined by Immanuel Kant. Justice and the preservation of human dignity are, hence, essential goals of the law. Fundamental to the state's mission is the idea of justice.[17] Therefore, the state has a right and a responsibility to seek justice for its citizens. On the basis of the premise that every nation strives to incorporate justice principles into its legal system, it is crucial to regulate work relations according to justice criteria. When it comes to law, the notion of fairness is unparalleled in importance. At its core, the rule of law exists to ensure social justice, as held by the current state of thought.

A number of theories of justice stress justice as an end in itself; these include Stammler's, Redbruch's, and Hans Kelsen's. States and nations, according to experts, can't function properly without an equitable legal framework. Without regulations, human life devolves into anarchy, and individuals are deprived of the chance to develop their brain and moral fiber. The theory put forward by John Rawls offers an alternative viewpoint on the subject of justice. In order to fix issues with justice, you need to focus on these three areas. "Each person is to have an equal right to the most extended basic liberty consistent with a corresponding liberty of others." This is John Rawls's formulation of the principle of most equal liberty, which states that everyone should have the same level of freedom. Equality in acquiring and using rights based on natural law is also implied by this statement, which alludes to Aristotle's formula concerning equality.[18] The equal formula, which means "the same or equal among fellow humans," includes this formula as an essential part of it. The two tenets of diversity, or the difference

principle, read as follows: "Social and economic inequalities are to be arranged so that they are both (a) reasonably expected to be to everyone's advantage, (b) attached to positions and office open to all." [19]

This version is good so long as it helps everyone, and it's a fix for the original version that advocated for equality for everyone. Modern civilization, which already has a complete framework, is the target audience for this formulation. Equal job possibilities and equitable distribution of roles are the goals, but it's important not to forget about people who have a hard time breaking into the workforce. As a result, reducing economic and social disparities is critical to helping those who are less fortunate. Achieving opportunities for all people is one of the three tenets of fair equality. One of these tenets is the need for good management of economic disparity so that all people have equal access to opportunities. Insofar as it is connected to any legislative framework established by a governing body (State or government), John Rawls' theory can be utilized. In this context, the law must take into account the interests of employers, who need workers, and workers, who are economically vulnerable. The goal is to prevent workers from losing income due to enforcement of laws set by government authorities. [20]

When linked to the above theory with a comparative analysis of labor regulations, especially regarding contract workers, it can be seen that Malaysian regulations are more able to provide what workers need in living their lives. Regulations that tend to be simple and not complicated actually make the status of workers clearer and certain so that all workers can be said to be permanent workers and not on a contract system with a limited working period. The certainty of a worker's position is very important for the survival of the worker concerned. According to the author, a contract system that has working time limits is less able to protect workers' interests because workers have to look for new work after their work agreement ends.

Good legal formation is creating laws that can provide benefits to every legal subject. [21] Providing compensation or benefits to workers who are laid off is an obligation for employers to provide it to workers, however, for workers there is something more important than compensation money or benefits, namely in the form of a guarantee to get a new job after being laid off. Providing compensation or benefits does not merely resolve problems that arise after layoffs occur. Compensation money only solves short-term problems, while long-term problems as a result of layoffs have not received attention. The impact of layoffs can be very serious if they do not receive proper attention and treatment because workers experience financial difficulties so that their lives become unstable. Workers who are laid off also experience anxiety about their survival so that workers who are laid off not only experience material losses, but also experience immaterial losses. In this case, the government must immediately provide additional regulations regarding the protection of workers who have been laid off. Regulations regarding certainty for workers to be able to immediately obtain a new job and gain additional competencies to face the world of work are really needed by workers. Providing certainty of getting a new job and gaining additional competencies brings more benefits to workers, both short and long term.

V. CONCLUSION

Labor regulations related to Specific Time Work Agreements (PKWT) or what can be called contract workers between Indonesia and Malaysia apparently have differences and similarities. The difference is that in Indonesia there is a separation between contract workers and permanent workers or in the law referred to as PKWT and PKWTT. Meanwhile, in Malaysia the arrangement is simpler because it does not use a form of separation between contract workers and permanent workers. The similarity is that workers who experience Termination of Employment (PHK) by companies in both Indonesia and Malaysia provide compensation money or in Malaysia it is called Faedah.

The formation of the law must bring benefits to everyone, in this case especially workers who are in PKWT. Regulations in Malaysia are more able to provide justice because the regulations are simple and do not recognize the separation between contract and permanent workers, thus providing more certainty of permanent positions for workers. Workers need permanent work rather than having to look for a new job after the end of the work agreement because of the PKWT system. Providing compensation or benefits can only provide short-term solutions for workers. Workers who are laid off need more guarantees of getting a new job and increased competence to face the new world of work so that workers' problems can be resolved not only in the short term but also in the long term.

REFERENCES

- [1] I. Mangar dan R. F. L. Putra, "Politik Hukum Ketenagakerjaan," *DPRD Kota Bandung*, hlm. 8, 2022.
- [2] I. Indonesia, "Memperkuat Perlindungan Pekerja Migran Indonesia di Malaysia," *International Organization for Migration Indonesia*, Jakarta, 25 Oktober 2023. Diakses: 3 Juli 2024. [Daring]. Tersedia pada: [https://indonesia.iom.int/id/news/memperkuat-perlindungan-pekerja-migran-indonesia-di-malaysia#:~:text=Memperkuat%20Perlindungan%20Pekerja%20Migran%20Indonesia%20di%20Malaysia,](https://indonesia.iom.int/id/news/memperkuat-perlindungan-pekerja-migran-indonesia-di-malaysia#:~:text=Memperkuat%20Perlindungan%20Pekerja%20Migran%20Indonesia%20di%20Malaysia,-)

- Malaysia%20merupakan%20salah&text=Di%20antara%202%2C7%20juta,Indonesia%2FBP2MI%2C%202020).
- [3] M. Indriani, “Peran Tenaga Kerja Indonesia Dalam Pembangunan Ekonomi,” *Gema Keadilan*, hlm. 68, 2016.
 - [4] A. J. Kusuma, E. Ratna, dan Irawati, “Kedudukan Hukum Pekerja PKWT Yang Tidak Sesuai Dengan Ketentuan Undang-Undang Ketenagakerjaan,” *Notarius*, vol. 13, no. 1, hlm. 193–208, 2020.
 - [5] A. Yuliani, P. J. Y. Yassin, dan W. Septiany, “Tinjauan Pengaruh Teori Positivisme Hukum Terhadap Sistem Peradilan Pidana Di Indonesia,” *Das Sollen: Jurnal Kajian Kontemporer Hukum dan Masyarakat*, 2024.
 - [6] A. Mite, “Gereja Memperjuangkan Keadilan dalam Kajian ‘Theory of Justice’ John Rawls,” *PROCEEDINGS OF THE NATIONAL CONFERENCE ON INDONESIAN PHILOSOPHY AND THEOLOGY*, vol. 2, no. 1, hlm. 301–321, 2024.
 - [7] C. S. Riyadi dan M. C. Thalib, “Jaminan Perlindungan Hukum Terhadap Kesehatan Dan Keselamatan Kerja Kepada Tenaga Kerja Konstruksi,” *Jurnal Legalitas*, vol. 13, no. 2, 2020.
 - [8] S. Soekanto dan S. Mamudji, *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada, 2001.
 - [9] S. Soekanto dan S. Mamudji, *Penelitian Hukum Normatif*. Jakarta: PT. Raja Grafindo Persada, 2004.
 - [10] D. Wicaksono, “Perbandingan Sistem Hukum Pidana Indonesia dengan Belanda Ditinjau Berdasarkan Karakteristik Romano-Germanic Legal Family,” *AJIH*, vol. 6, no. 2, hlm. 181–196, Des 2022, doi: 10.30656/ajudikasi.v6i2.5360.
 - [11] H. N. Sudjudiman dan F. U. Najicha, “Pengaturan Pemutusan Hubungan Kerja (Phk) di Indonesia dan Singapura (Studi Perbandingan Hukum Indonesia dan Hukum Singapura),” *UIR Law Review*, vol. 4, no. 2, 2020.
 - [12] N. Oktari, D. P. Utomo, S. Aripin, dan A. Karim, “Penerapan Metode Operational Competitiveness Rating Analysis (OCRA) Dalam Penerimaan Karyawan Perjanjian Kerja Waktu Tertentu,” *Journal of Information System Research (JOSH)*, vol. 3, no. 3, 2022.
 - [13] L. Derialdi dan R. I. Sundary, “Pemutusan Hubungan Kerja Sebelum Masa Kontrak Berakhir Terhadap Pekerja Kontrak Perusahaan X di Bandung Dihubungkan dengan Undang-Undang No. 13 Tahun 2003 Tentang Ketenagakerjaan,” *Bandung Conference Series: Law Studies*, vol. 3, no. 1, 2023.
 - [14] M. P. Kusumawati, “Perlindungan Hukum Pekerja Pasca PHK Melalui Pengunduran Diri,” *Literasi Hukum*, vol. 4, no. 1, hlm. 52–61, 2020.
 - [15] F. Shalihah, “Perjanjian Kerja Waktu Tertentu (PKWT) Dalam Hubungan Kerja Menurut Hukum Ketenagakerjaan Indonesia Dalam Perspektif Ham,” *UIR Law Review*, vol. 1, no. 2, hlm. 149–160, 2017.
 - [16] B. Fitrianto, T. R. Zarzani, dan A. Simanjuntak, “Analisa Ilmu Hukum Terhadap Kajian Normatif Kebenaran dan Keadilan,” *Soumatera Law Review*, vol. 4, no. 1, 2021.
 - [17] W. Dudi dan H. Hamid, “Kajian Teoritis Terhadap Rencana Perpanjangan Masa Jabatan Kepala Desa Selama 9 Tahun Dihubungkan Dengan Konsep Negara Hukum Dan Prinsip Demokrasi,” *Nusantara : Jurnal Ilmu Pengetahuan Sosial*, vol. 10, no. 1, hlm. 422–428, 2023.
 - [18] A. Lala, *Potret Kesehatan dan Keselamatan Kerja di Indonesia*. Sleman: Deepublish Digital, 2023.
 - [19] J. Rawls, *Teori Keadilan : Dasar-dasar Filsafat Politik untuk Mewujudkan Kesejahteraan Sosial dalam Negara*. Yogyakarta: Pustaka Pelajar, 2006.
 - [20] E. Hartono, “Problematika Pelaksanaan Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan Terhadap Perjanjian Kerja Waktu Tertentu Di Pt. Graha Mandala Sakti,” *Journal of Law (Jurnal Ilmu Hukum)*, vol. 7, no. 1, hlm. 1–18, 2020.
 - [21] B. Astuti, “Kepastian Hukum Pengaturan Transportasi Online,” *Al-Qisth Law Review*, vol. 6, no. 2, hlm. 205–240, 2023.

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