

# The urgency of PKWT for employees at the notary office in view from Indonesian labor law

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## ABSTRACT

This study aims to determine the urgency of PKWT for employees at a notary's office in terms of Indonesian labor law. This study uses a normative juridical legal approach. Data collection techniques in this study used documentation techniques in the form of scientific journal articles related to PKWT for employees at the notary's office in terms of Indonesian labor law. The data analysis technique used in this study is an analytical descriptive data analysis technique for PKWT juridical studies applied in a notary's office based on Indonesian labor law. The results of this study indicate that the urgency of PKWT for employees at a notary's office in terms of labor law in Indonesia is based on Law Number 11 of 2020 concerning Job Creation and Government Regulation Number 35 of 2021; PKWT must be made in writing (Article 57 paragraph (1) of Law No. Job Creation Law), PKWT drawn up in writing by a notary and its employees must be registered with the Manpower Office in the area where the notary's office is located (Article 14 paragraph (1) and (2) PP No. 35 of 2021).

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## 1. Introduction

In a company there are resources that carry out company activities that are oriented towards the working mechanism of a company, these resources are workers/laborers who carry out the process of producing goods and/or services. In Indonesia, employers prefer to implement a work agreement system for a certain time for their workers. Certain time work agreements for companies/employers are considered more profitable than implementing an unspecified time work agreement system. However, on the other hand, the workers/laborers are not a few who are harmed by this work agreement system for a certain time. It is suspected that many companies take advantage of this work system without paying attention to the workers/workers. There are even companies that deviate from the rules in the Manpower Act (Wahyudi, Roestamy, & Suhartini, 2020).

Juridically by the constitution, everyone is given the right to work and receive compensation for their performance, as emphasized in Article 28D paragraph (2) of the 1945 Constitution of the Republic of Indonesia (1945 Constitution of the Republic of Indonesia) which states that "Everyone has the right to work and to receive fair and proper compensation and treatment in work relations". In terms of its legal substance, arrangements related to workers/labor were initially regulated in Law Number 13 of 2003 concerning Manpower. In Law no. 13/2003 concerning Manpower regulates all kinds of fulfillment of basic rights and protections for workers/laborers. This is manifested in the form of a Work Agreement for a Specific Time (PKWT) and a Work Agreement for an Unspecified Time (PKWTT). It needs to be emphasized that provisions related to work agreements regulated in the Manpower Law are part of labor law, not part of contract law as regulated in the Civil Code. This mechanism is based on the principle of *lex specialist derogat lex generalis*, which means that special laws override general laws. Labor law is included in the category of special law, while the Civil Code is included in general law.

The promised work is the object of the agreement. The object of the agreement must be lawful, that is, it may not conflict with laws, public order, and decency. These four conditions are cumulative meaning that all of them must be met before it can be said that the agreement is valid. The terms of the free will of both parties and the ability or skills of both parties in making agreements in civil law are referred to as subjective requirements because they concern the person making the agreement. In the world of work, companies and employees have agreed on a previous work agreement. If we refer to the requirements for a valid agreement according to the Civil Code, a work agreement must also fulfill four conditions to be valid. The first condition that must be fulfilled is an agreement between the two parties, namely the employer and the recipient of the work. The employer agrees to pay the recipient's wages. Conversely, the recipient of the work also agrees to provide his labor for the employer. The second condition is that the age of the worker has entered the age of being able and capable of carrying out legal actions (Ramadhani, 2019). The third condition is the existence of a job promised by the employer to the recipient of the work along with the status of the employee's appointment (Prastyanto, Aminah, & Wisnaeni, 2019). The final legal requirement of the work agreement is that the work provided is not contrary to law, public order, and decency (Muttaqin & Uwiyono, 2022).

The main purpose of workers / laborers is to get wages. To get wages, workers / laborers must work well and productively, so that the company will continue to develop for the better and achieve the expected profit. By receiving a work wage, it is hoped that workers/laborers will be able to fulfill their basic needs, so that in the end it will bring prosperity to their lives as most workers/laborers desire (Avianto et al. 2022). Apart from being regulated in Law no. 13 of 2003, in 2020 changes to labor regulations in Indonesia are enacted, namely through the promulgation of Law Number 11 of 2020 concerning Job Creation and the technical regulations for its implementation are regulated in Government Regulation Number 35 of 2021 concerning Specific Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment.

As for issues related to worker health and worker insurance coverage that must be provided by the company, health awareness has increased during the Covid-19 pandemic (Khanna, Cicinelli, Gilbert, Honavar, & Murthy, 2020). One of them is the importance of having health insurance, especially by workers. Business and company growth will not happen without workers. Therefore, companies are required to provide the best protection for workers, one of which is by providing health insurance. By providing health insurance, companies will benefit in the form of high productivity that maximizes performance. Of course, all of this can only be realized if employees feel fully facilitated by company

management, especially in health protection. Feelings of calm and protection in the event of a health crisis, and assurance that their income can be fully maximized for themselves and their families.

Health insurance coverage for workers today is very much needed by most workers. Especially in the circumstances of the Covid-19 pandemic that occurred in the past few years. Health insurance is part of the rights and protection for workers who work in a company. The relationship between workers and employers (companies) has legal implications for the emergence of rights and obligations. The rights and obligations are usually formulated in written form in the form of PKWT. Article 1 number 1 Government Regulation Number 35 of 2021 Concerning Work of Certain Time, Outsourcing, Working Time and Rest Time, and Termination of Work Relations states that "Employment Relations is a relationship between Employers and Workers/Labourers based on a Work Agreement, which has an element of work, Wages, and orders".

In relation to other issues in manpower, Roebing Gunawan Budhi in his writing which was uploaded via the electronic media mindrakyat.com describes the form of labor inspection to create harmonious industrial relations citing the opinion of the Minister of Manpower, namely as follows: (Roebing Gunawan Budhi 2022) The Minister of Manpower (Menaker), Ida Fauziyah, stated that there is a need for strengthening of labor inspectors. This is done by considering various factors, such as the workload of labor inspection in the placement of Indonesian Migrant Workers (PMI) and in industrial relations. The challenges in the manpower sector do require the role of labor inspectors who are willing and able to work professionally, measurably, in detail, innovatively and with integrity. The Minister of Manpower is optimistic that this effort is needed to boost participation in the social security program for workers while at the same time encouraging the provincial government to form a Regional Technical Implementation Unit (UPTD) for labor inspection. Through effective supervision, it is inevitable that harmonious relations will be created between employers and workers through the pattern of industrial relations. Problems in the field of employment are certainly unavoidable and always dynamic, but the mindset and pattern of action of all stakeholders is of course the main and first thing. The settlement of labor problems will be very good, if it can be carried out in a bipartite manner and creates a "win-win solution" and is in accordance with the normative labor laws.

The existence of PKWT will create legal certainty regarding the rights and obligations of workers/laborers, as formulated in Article 1 number 9 PP No. 35 of 2021 which reads "Work agreements are agreements between workers/labourers and employers or employers which contain the terms of work, rights and obligations of the parties". This will assist the supervisory process carried out by the government as described above, as well as form a legal facility that can create legal certainty in the field of manpower. Through work agreements can provide protection for workers, theoretically related to labor protection explained by Imam Soepomo in his book, as follows: (Imam Soepomo 1968) protection of workers, it was found that there is a separation of protection for workers, namely: protection for workers related to social protection for workers (protection) and protection for workers related to accidents and work safety (safety). The definition of "protection" is adequate maintenance or security for humanity where this is intended not only for employers but also for workers/workers.

The existence of a form of labor protection that aims to protect workers from all risks that have the potential to occur within the scope of work. This can happen considering that every job must have its own risks, and the size of the risk can be measured from the workload carried out by workers. Wages are a reward/compensation from the company to its workforce for achievements and services contributed to production activities. Labor productivity is part of the obligation of the level of work results that must be given by workers to employers. To achieve high employee productivity, companies need to pay attention to issues of wages and social security which are the driving factors in achieving work productivity, because high productivity will ensure the survival of the company (Suhartini, 2020).

However, it is not only limited to legal protection, PKWT must also be implemented in accordance with statutory regulations. Problems in implementation of contract work agreements occur because of a lack of legal awareness possessed by employers, where in the preparation of contract work agreements employers do not know or do not understand the contents of existing regulations, coupled with the lack of human resources owned by prospective workers, so that just like that the workers signed the work agreement that had been made by the employer (Tampongangoy, 2013). This resulted in workers not knowing what impact they would get when prospective workers signed the agreement.

So that there are so many deviations in the application of work agreements for a certain time in the world of work due to errors in interpreting the contents of the legal product.

The main point of the PKWT problem lies in the form of legal awareness, in which the contents of the PKWT agreement must be implemented with legal awareness considering the impact of the contents of the agreement if not implemented will harm the workers. There were also problems that arose during the Covid-19 pandemic in PKWT, when the agreement was still in progress, it turned out that one party (the company) terminated it to the detriment of the other party (labor) (Taun & Nugraha, 2020). In practice, work agreements contain clauses about matters that lead to the termination of the agreement so that when one party feels that there is a violation of the agreement, then unilaterally terminates the employment relationship based on the work agreement clause.

The definition of PKWT according to Article 1 number 11 PP No. 35 of 2021, reads "Work Agreement for a Specific Time, hereinafter abbreviated as PKWT, is an Employment Agreement between Workers/Laborers and Employers to enter into an Employment Relationship for a certain time or for a certain job". What is meant by work within a certain time is explained in the formulation of Article 5 paragraph (1) PP No. 35 of 2021, among others: "a). Work that is estimated to be completed in the not-too-distant future; b). Seasonal work; or c). Work related to new products, new activities, or additional products that are still being tested or explored.

In connection with the understanding of work agreements, as the work agreement is a form of agreement between the entrepreneur and the worker/laborer, so that the work agreement cannot be withdrawn and/or changed, except with the consent of the parties (Chungu & Kalula, 2021). From the above understanding, it can be observed that in a work agreement there must be a collective agreement. The agreement is realized in the agreement of each party. In the context of a notary's office, referring to the provisions of PP No. 35 of 2021 to be precise in the formulation of Article 1 number 4 letter a, that "Companies are: a. every form of business that is a legal entity or not, belongs to an individual, belongs to a partnership, or belongs to a legal entity, both privately owned and state owned which employs Workers/Labourers by paying Wages or other forms of compensation". So the notary's office is included in the category of the article's formulation, which refers to the phrase employing workers/labourers. Bearing in mind that in the notary's office there are employees who work on deeds drawn up before a notary, so that it is included in the context of labor law.

According to Cihon & Castagnera (2013) in their book, work agreements are the basis for forming work relationships. An employment agreement is valid if it fulfills the legal requirements of the agreement and the legal principles of the engagement. The conditions for the validity of the agreement are regulated in Article 1320 of the Civil Code which divides 4 (four) conditions for the validity of the agreement, including: a. there is agreement; b. legal action skills; c. a certain thing; d. lawful reason. In PKWT, the principle of *pacta sunt servanda* can also be applied which is formulated in Article 1338 paragraphs (1) and (2) of the Civil Code which is the legal basis for freedom to make agreements and their implementation in good faith.

Regarding the problems, Asrilia Babies Saka Putri and Gunarto in their journals describe the problems that exist in the PKWT system at the notary's office, as follows: (Asrilia Bayi Saka Putri & Gunarto 2017) The thing that causes problems is that there are many violations in the application of the Specific Time Work Agreement (PKWT) system. In line with this, there are many deviations from the implementation of the Specific Time Work Agreement (PKWT) rules, or in other words the Specific Time Work Agreement (PKWT) which is implemented not in accordance with what was agreed (default), as forms of default are: 1) Did not perform the feat at all; 2) Fulfilling achievements but not in accordance with what was promised; 3) fulfilled the achievement but was late; and 4) Do something that according to the agreement is not allowed to be done. Therefore, in this study raised issues related to the urgency of PKWT for employees in the notary's office. The formulation of the problem is as follows: How is the urgency of the PKWT for employees at the notary's office in terms of Indonesian labor law?

## 2. Method

### 2.1. Types of Research

This type of research uses a type of normative juridical research, which is carried out by means of a statutory approach (statute approach) and a conceptual approach (conceptual approach) (Asyhadie,

SH, & Rahmawati Kusuma, 2019; Indriati & Nugroho, 2022). From a statutory approach, it is carried out to further study the legal basis. The statutory approach used in this research is the Civil Procedure Code and Law Number 11 of 2020 Concerning Job Creation. While the conceptual approach analyzes problems based on doctrines or opinions of legal experts through legal books, legal journals, and related legal articles. The research procedure was carried out by means of library research, namely examining written information related to legal norms originating from various sources of literature (Indriati & Nugroho, 2022; Putra, Najwan, Rahmalia, & Daud, 2021). As for written information in library materials in the form of legal books, legal journals, legal articles and so on. From the legal material that has been collected, it is then analyzed with a normative juridical research type, which aims to obtain scientific answers to the issues raised based on analysis that is tested with norms, rules and laws and regulations.

### 3. Results and Discussion

#### 3.1. The Urgency of PKWT for Employees at the Notary Office in terms of Indonesian Labor Law

Specific Time Work Agreement (PKWT) includes part of the work agreement or work contract as stipulated in the provisions of the Civil Code, in which an agreement gives birth to a right and obligation, and in it there are terms of achievement and default. Achievement is defined as an obligation of one of the parties to carry out the obligations contained in the agreement, if the obligation (achievement) is not fulfilled, it can be said as a default.

In the case of the PKWT work agreement at the notary's office, Asrilia Bayi Saka Putri and Gunarto in their journal examined studies related to PKWT problems that occurred in the notary's office, as the default committed by Notary X in Pekalongan City is a loss for the Notary Employee. The forms of default are as don't perform any feats at all, carry out what was promised but not in accordance with what was promised, carrying out achievements but too late, and doing something that according to the agreement is not allowed to be done (Putri, 2017).

The description above is the result of research conducted in the city of Pekalongan related to the PKWT work agreement at the notary office of the city of Pekalongan, this research was carried out in 2017, meaning before the entry into force of the Job Creation Law; PP No. 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment; and the supervision program carried out by the Minister of Manpower of the Republic of Indonesia as described at the beginning of this writing.

This means that there is still potential for violations of the PKWT work agreement, especially in the notary's office. Even though the PKWT work agreement system is not widely used by notaries, it is necessary to have this system in place to guarantee legal certainty for employee rights in the notary's office. Given that the increase in the level of awareness of workers' rights is increasingly massive, the PKWT can be written evidence when there is a violation of workers' rights that is not fulfilled.

In addition to the problems that occur as described above, on the other hand a notary also requires a PKWT work agreement, this is as described by Yusman Prastyanto, Aminah, Fifiana Winaeni in his journal which divides 3 (three) factors that underlie a notary making a PKWT work agreement, as capability factor, notary requirement factors for employees, and Factors Worker Needs For A Job (Marselli, Sunardi, & Wahyuningsih, 2018). Notaries in the City of Kediri do not have sufficient capacity to comply with all demands and provisions contained in the Manpower Act, regarding social security, worker wage standards and worker safety guarantees, so the Notary binds employees to a Specific Time Work Agreement (PKWT). The notary's need for workers can be easily met, without having to meet the required conditions, because finding daily, weekly, monthly, and even yearly workers in the City of Kediri is not that difficult, due to the large number of people who are ready to work in various fields and various positions without must be a permanent worker and with wages that do not meet the provisions of the City of Kediri Minimum Wage. The increasing need makes workers want to work at the Kediri City Notary Office, even though the wages that workers receive are not in accordance with existing provisions, workers need the job and are willing to accept the income given unilaterally from the Notary concerned. The need for both food, clothing and education is increasing, so that whatever work is done if it is halal, workers want to do it to meet their needs.

The above research was conducted at the Kediri city notary office, about PKWT the first point can be used as a reference, namely on the ability factor. In the ability factor, it is stated that the notary does not have sufficient capacity to comply with the provisions contained in the Labor Law, so that this inability notary binds his employees with a PKWT work agreement. In civil law, this is known as the principle of freedom of contract, which states that everyone is free to enter into an agreement, if the agreement is made in good faith. If it is based on the principle of freedom of contract, then a PKWT work agreement can be made by a notary, and the notary can determine the clauses in the contents of the agreement according to his ability if it is made in good faith.

### **3.2. PKWT According to Government Regulation Number 35 of 2021 concerning Work Agreements for Specific Time, Outsourcing, Working Time and Rest Time, and Termination of Employment**

PP No. 35 of 2021 is a technical regulation of the Job Creation Law, so that all technical matters related to work agreements, especially PKWT are regulated in PP No. 35 of 2021. In the formulation of Article 10 paragraph (1) PP No. 35 of 2021, states that " PKWT which can be carried out for certain other jobs whose type and nature, or activities are not fixed as referred to in Article 5 paragraph (3) are in the form of certain jobs that change in terms of time and volume of work and payment of workers' wages / Labor based on attendance". This can happen in a notary's office, that the type of work in a notary's office is work based on the number of clients who come to take care of authentic deeds. If the notary is only able to employ employees daily based on the volume of work and attendance of workers, then this type of work can also use the PKWT system, as defined in Article 10 paragraph (2) PP No. 35 of 2021 which reads "PKWT as referred to in paragraph (1) can be carried out with a Daily Work Agreement".

Further management regarding PKWT, formulated in Article 14 paragraph (1) and (2) PP No. 35 of 2021, which reads as: (1) employers must register the PKWT at the ministry that administers government affairs in the field of manpower online no later than 3 (three) working days after signing the PKWT; and (2) in the event that PKWT registration online is not yet available, the PKWT registration shall be carried out by the Entrepreneur in writing at the agency that administers government affairs in the district/city manpower sector, no later than 7 (seven) working days from the signing of the PKWT.

In the context of PKWT in a notary's office, based on the provisions above, a notary who makes a PKWT work agreement with his employees must register the PKWT with the Manpower Office in the area where the notary's office is located. This registration aims to create legal certainty regarding the protection of employee rights at the notary's office, namely by involving other legal structures, in this case the Department of Manpower.

### **3.3. The Urgency of Implementing PKWT at the Notary Office**

The relationship between a notary and his employee is part of a working relationship, because in that relationship it is oriented towards a particular job, namely in the form of making an authentic deed. Employment relations between employers and workers must be made with a work agreement, either through a Fixed Time Work Agreement (hereinafter referred to as PKWT) or an Unspecified Time Work Agreement (hereinafter referred to as PKWT) (Ramadhani, 2019).

Reforms related to labor law in Indonesia should be pursued, especially regarding PKWT provisions, Isdian Anggraeny in his journal describes PKWT provisions in terms of the Labor Law and Job Creation Law, as In practice, work agreements (both PKWT and PKWTT) are made unilaterally by employers/employers without any negotiation with their prospective employees. Prospective workers are only given the choice of agreeing or not agreeing to the work agreement. Although, based on Article 54 paragraph 2 of the Manpower Act it stipulates that provisions in work agreements may not conflict with company regulations, collective labor agreements and applicable laws and regulations. However, the thing that is of concern is whether the substance of the work agreement contains clauses that are prohibited by the Labor Law and Job Creation Law, irrationality, and impropriety. The provisions of work agreements in the Labor Law and Job Creation Law are coercive, meaning that the parties bound by the work agreement cannot make work agreements deviate from the provisions of labor laws and regulations. PKWT provisions in the Labor Law must be considered by employers in making the contents of the agreement. This is due to the government's involvement in overseeing Fixed Time Work Agreements. The Indonesian government is serious

about protecting workers' rights by imposing sanctions on employers who try to ignore their obligations to workers' rights, such as providing social security to workers.

Based on the description above, in the context of PKWT which is implemented in a notary's office, the types of work in a notary's office are mostly in accordance with statutory regulations. Bearing in mind that a notary is included as a law enforcement officer, that is, has the duty to make authentic deeds. With the PKWT, the notary directly involves the government, in this case the Manpower Office, in its efforts to carry out supervision of worker protection. Bearing in mind that PKWT is an agreement that must be adhered to and implemented to achieve legal certainty for each of the rights and obligations, both employers and workers. So, it is necessary to know that PKWT is included in the category of law enforcement, because PKWT agreements have the same status as laws according to the principle of *pacta sunt servanda*, namely the agreement applies as law for those who make it.

About law enforcement, law enforcement, as Law enforcement (law enforcement) is an attempt to realize the ideas of justice, legal certainty, and social benefits into reality. So, law enforcement is essentially the process of carrying out efforts to uphold or function legal norms in a real way as a guide for traffic actors or legal relations in the life of society and the state (Haryadi, 2017). Based on the explanation above, in PKWT there are ideas of justice, legal certainty and social benefits that must be realized. PKWT in the work agreement at the notary's office, the contents of the agreement must have elements of justice and benefits for the workers. With these elements, it becomes a guarantee for workers to guarantee their rights while working in the notary's office.

The PKWT work agreement is closely related to economic development, especially industrial development which takes place dynamically giving rise to several aspects that must be regulated by law. This was stated by Aloysius Uwiyono as quoted from Abdullah Sulaiman, as the industrialization stage which emphasizes economic growth as high as possible will direct labor law to protect capital owners. This means, workers are sacrificed for the sake of the highest economic growth. On the other hand, at the welfare stage the focus of development is to pay attention to the welfare of the community including workers.

Along with economic growth, the need for legality, in this case the services of a notary to make authentic deeds, is increasing. This will have an impact on the increasing workload borne by workers in the notary's office. Therefore, just like companies in general, to protect welfare and provide guarantees for other protection, written evidence must be made in the form of a PKWT. PKWT is part of labor law, in the context of its objectives, Manulang as quoted from Eko Wahyudi et al in his book outlines 2 (two) objectives of labor law, as to achieve or implement social justice in the field of employment, and to protect the workforce against the unlimited power of employers.

To create legal certainty for the protection of the rights of employees at the notary's office, it is necessary to make a PKWT work agreement for employees who work in the notary's office. The PKWT is not merely written on paper, the agreement contained in the PKWT has legal force based on the principle of freedom of contract in civil law. Apart from that, the principle of *pacta sunt servanda* also applies to the PKWT work agreement, namely the agreement made is valid as law for those who make it. What's more, in making the PKWT, external parties were involved, namely the Manpower Office in the process of recording the PKWT that had been made.

Thus, if this is implemented it will be able to create a new order in the scope of employment in the legal field, especially notary offices. Bearing in mind that the PKWT is a rule like a law for those who bind themselves, as it is based on the principle of freedom of contract. Fithriatus Shalihah in his journal describes the effectiveness of a rule that can be implemented, as the law that can be implemented is strongly influenced by the legal culture of the legal awareness of the community (Shalihah, 2017). A good legal culture is greatly influenced by high legal awareness. Labor law has been made in such a way as to guarantee the guarantee of workers' rights, in this case, workers for a certain time. Legal awareness will become an expensive item if the moving factors in determining the effectiveness or ineffectiveness of a legal product are still looking for justification loopholes in doing things that violate workers' human rights (Shalihah, 2017).

In the context of a notary's office, it is necessary to build a healthy work culture, namely by creating a pkwt system for employees in the notary's office so that legal awareness can be created and can form a work culture that is based on law, bearing in mind that the notary's office is engaged in the legal

field, technical steps should be drawn up relating to personnel administration (PKWT) which is based on the applicable labor laws and regulations.

#### 4. Conclusion

The urgency of PKWT for employees at a notary's office in terms of labor law in Indonesia is based on the provisions of Law Number 11 of 2020 concerning Job Creation and Government Regulation Number 35 of 2021 concerning Work Agreements for Specific Periods, Outsourcing, Working Time and Rest Time, and Termination Work relationship. The PKWT that is applied to employees at the notary's office, refers to the explanation from the Head of Sub-Directorate for Settlement of Industrial Relations of the Ministry of Manpower of the Republic of Indonesia, namely that PKWT is made based on a period with work whose completion time is not too long, is seasonal, new products, new activities, or additional products that are still in trials or exploratory. Article 57 paragraph (1) of the Job Creation Law stipulates that PKWT must be made in writing. Whereas in the provisions of Article 14 paragraph (1) and (2) PP No. 35 of 2021, PKWT made in writing, in this case a notary and its employees, according to these provisions must be registered with the Manpower Office in the area where the notary's office is located. By involving external parties (the Employment Service), it can create legal certainty regarding the protection of the rights of employees who work in a notary's office.

#### Reference

- Asyhadie, H. Z., SH, M., & Rahmawati Kusuma, S. H. (2019). *Hukum ketenagakerjaan dalam teori dan praktik di Indonesia*. Prenada Media.
- Chungu, C., & Kalula, E. (2021). Labor law, labor market regulation, and social protection in Sub-Saharan Africa Emerging trends in comparative perspective. *The Routledge Handbook of African Law*, 347–360.
- Cihon, P. J., & Castagnera, J. O. (2013). *Employment and labor law*. Cengage Learning.
- Haryadi, P. (2017). Pengembangan hukum lingkungan hidup melalui penegakan hukum perdata di Indonesia. *Jurnal Konstitusi*, 14(1), 124–149.
- Indriati, E. D., & Nugroho, N. (2022). Philosophy of law and the development of law as a normative legal science. *International Journal of Educational Research & Social Sciences*, 3(1), 314–321.
- Khanna, R., Cicinelli, M., Gilbert, S., Honavar, S., & Murthy, G. v. (2020). COVID-19 pandemic: Lessons learned and future directions. *Indian Journal of Ophthalmology*, 68(5), 703. [https://doi.org/10.4103/ijo.IJO\\_843\\_20](https://doi.org/10.4103/ijo.IJO_843_20)
- Marselli, A., Sunardi, S., & Wahyuningsih, S. E. (2018). Legal protection of contract employees agreement in the implementation of certain time in Kendal (National Land Agency). *Jurnal Akta*, 5(2), 491–496.
- Muttaqin, M. F., & Uwiyono, A. (2022). Perlindungan hukum bagi pekerja/buruh PKWT (perjanjian kerja waktu tertentu) di Provinsi DKI Jakarta. *Syntax Literate; Jurnal Ilmiah Indonesia*, 7(7), 9618–9630.
- Prastyanto, Y., Aminah, A., & Wisnaeni, F. (2019). Perlindungan hukum terhadap tenaga kerja dengan sistem perjanjian kerja waktu tertentu notaris dan karyawan. *Notarius*, 12(1), 321–331.
- Putra, A. K., Najwan, J., Rahmalia, R., & Daud, S. M. (2021). A normative juridical study of internationalization of Indonesian higher education institution. In *Higher Education Challenges in South-East Asia* (pp. 74–97). IGI Global.
- Putri, A. B. S. (2017). Perlindungan hukum karyawan Notaris pada perjanjian kerja waktu tertentu (PKWT). *Jurnal Akta*, 4(4), 535–544.
- Ramadhani, D. A. (2019). Implementasi undang-undang ketenagakerjaan dalam perjanjian kerja antara perusahaan dan tenaga kerja di Perseroan Terbatas (PT). *Jurnal Yuridis*, 5(2), 186–209.

- Shalihah, F. (2017). Perjanjian kerja waktu tertentu (PKWT) dalam hubungan kerja menurut hukum ketenagakerjaan Indonesia dalam perspektif ham. *UIR Law Review*, 1(2), 149–160.
- Suhartini, E. (2020). *Hukum ketenagakerjaan dan kebijakan upah*. PT. Rajagrafindo.
- Tampongangoy, F. (2013). Penerapan sistem perjanjian kerja waktu tertentu di Indonesia. *Lex Privatum*, 1(1).
- Taun, T., & Nugraha, A. (2020). Penerapan hukum dalam pemutusan hubungan kerja dan kebijakan bank terhadap debitur yang terdampak pandemi covid-19. *Batulis Civil Law Review*, 1(1), 24–32.
- Wahyudi, I., Roestamy, M., & Suhartini, E. (2020). Asas kepatuhan dalam menjalankan sistem perjanjian kerja waktu tertentu di wilayah Bogor. *Jurnal Ilmiah Living Law*, 12(2).