



## The Analysis of the Legal Relationship Between Participants of Specialist Doctor Education Programs (PPDS) and Teaching Hospitals in Labor Law

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Article	Abstract
<p><b>Keywords:</b> Legal; PPDS; Teaching Hospital; Employment</p>	<p><i>The implementation of the specialized medical specialist education program involves two main tasks: the educational process and healthcare services at the Teaching Hospital. Although Postgraduate Medical Students (PPDS) are under the jurisdiction of the educational institution, they also bear responsibilities towards the hospital, necessitating a clearer regulation of the legal relationship between PPDS and the Teaching Hospital. Unlike the detailed legal relationship between the Educational Institution and the Teaching Hospital, which is governed by a Cooperation Agreement under the Medical Education Act, the legal relationship between PPDS and the Teaching Hospital remains unregulated in the legislation. The purpose of this study is to determine the legal basis for the relationship of PPDS in providing healthcare services at the Teaching Hospital and to assess whether the healthcare services rendered by PPDS fulfill the elements of an employment relationship under labor law. This research employs a juridical-normative research method. The findings demonstrate that the legal basis of the relationship between the teaching hospital and PPDS is regulated differently in each Teaching Hospital due to the absence of specific legislative provisions. Consequently, each teaching hospital independently regulates this matter in accordance with its internal rules. The cumulative nature of the employment relationship in labor law implies that if any element of the employment relationship is not met, it cannot be defined as such. Therefore, healthcare services provided by Postgraduate Medical Students (PPDS) at the Teaching Hospital cannot be construed as an employment relationship, as the element of remuneration for the working PPDS cannot be fulfilled. This is due to the difference between the concept of incentives in PPDS compensation and the concept of wages in labor law.</i></p>

### INTRODUCTION

Labor law is important in the scope of national development through the provision and protection of labor. The nature of labor law adopted in Indonesia is

private and public. In the private sphere, labor law regulates the relationship between people and people or legal entities as workers and employers. However, labor law is also public, in this case the government is also present in the effort to protect the parties in the employment relationship, so that there is no arbitrariness between one of the parties. This is in line with the principle of national development which is basically in accordance with the principle of labor development which involves multidimensionality and is related to various parties, namely the government, employers and workers (Agusmidah 2010).

The role of the government in labor law begins with the formation of legislation as a form of legal protection. In Indonesia, the regulation of labor law, one of which is regulated in Law Number 13 Year 2003 on Manpower (hereinafter referred to as Law Number 13 Year 2003). The regulation is based on the aim to provide protection, improve welfare, and utilize labor optimally and equitably. One of the parties involved in labor law is the worker. In its definition stated in Article 1 Point 3 of Law Number 13 Year 2003,

*"Workers are every person who works by receiving wages or compensation in other forms".*

Meanwhile, the party that provides work in Law Number 13 Year 2003 is called the employer, which is defined in Article 1 Point 3 of Law Number 13 Year 2003 according to its definition in Article 1 Point 4 of Law Number 13 of 2003 is,

*"Individuals, entrepreneurs, legal entities, or other bodies that employ labour by paying wages or other forms of compensation"*

The parties will form a legal relationship which will later give rise to rights / authorities (*beroegdheid*) and obligations (*plicht*) related to the achievements that must be fulfilled by each party. (Soeroso 2015) The legal relationship that occurs between workers and employers is referred to as a work relationship which in Law Number 13 of 2003 is regulated in Article 1 number 15 which explains that,

*"Employment relationship is based on a work agreement that has elements of work, wages, and orders".*

With the establishment of a working relationship between workers and employers, which will relate to the basic rights obtained by workers as stipulated in Law Number 13 of 2003, including (legal protection of workers' rights in labour relations in Indonesia: (Sinaga 2019)

1. Right to work
2. The right to a decent and fair wage
3. The right to carry out work within the stipulated time
4. The right to health and safety protection

Based on the description above, Law Number 13 Year 2003 is a form of protection by the government against workers for the fulfilment of their rights. One of the focuses in this research is Indonesian Resident Doctors as Participants in the

Specialist Doctor Education Program (hereinafter referred to as PPDS) which is part of the recruitment cycle of human resources in the health sciences in Indonesia and even the world to provide health services as prospective specialist doctors.

In its implementation, PPDS is regulated in Law No. 20 of 2013 concerning Medical Education (hereinafter Medical Education Law). PPDS is one of the medical education programs in the professional field according to Article 7 paragraph (5) of the Medical Education Law. Specialist medical education is taken by general practitioners to obtain the desired specialization degree. Professional education by PPDS is emphasized in Article 18 paragraph (1) of the Medical Education Law, which states that:

*"Professional Education is Medical Education carried out through a teaching and learning process in the form of clinical learning and community learning that uses various forms and levels of real health services that meet the requirements as a place of medical practice".*

Referring to this explanation, it can be concluded that the implementation of specialist medical education has 2 (two) main tasks, namely the teaching and learning process and health services. Health services in this case are services performed by PPDS participants to patients by conducting anamnesis or examination to temporary diagnoses and handling cases in accordance with the contents of the curriculum and competency levels at their respective levels. With this service task, PPDS also participates in national economic development in the health sector (Novera 2021).

The position of PPDS is under the university institution but also has responsibility to the hospital, so PPDS in Indonesia adheres to a university-based system (University-Based) which emphasizes the context of students, rather than hospital workers. Reported from the online news portal Kumparan.com that, PPDS is the only legal and institutional recruitment to produce specialist doctor resources that meet competency standards. This results in PPDS in carrying out health services not getting wage rights or guarantees of protection against occupational risks as labour in general but must continue to pay tuition fees to the University. In the implementation of professional education, 70% of the activities of PPDS doctors are the practice of treating, treating and evaluating the development of patients in the main teaching hospitals and network hospitals / affiliated hospitals as an extension and executor of the duties of specialist doctors who are referred to as doctors in charge of patients or DPJP or consultants (Muttaqin 2020).

This description clearly places PPDS as students. Textually, what is meant by students in Article 1 number 6 of the Medical Education Law is students who take part in Medical Education. This gives PPDS participants the position to carry out specialist professional education as students and continue to carry out health services at the teaching hospital. Quoted from the discussant's statement in a series of research dissemination series on Government Responsibility and Legal Protection for Health Workers and Residents as follows:

*"When PPDS participates in providing health services at the Teaching Hospital, an individual contract/agreement is required in accordance with professionalism and its rights and obligations. The contract should be given together with the credentialing process and given a clinical appointment. As human beings who have worked, they must get their rights and obligations so that there is no exploitation by humans to other humans" (Trisnantoro 2021).*

The statement indirectly states that the agreement is the basis of the legal relationship between PPDS and the Teaching Hospital to ensure the fulfilment and legal protection of PPDS at the Teaching Hospital. So, it is important for PPDS and Teaching Hospitals to regulate the legal relationship that exists between them as long as PPDS performs health services at the Teaching Hospital. In the Medical Education Law and its implementing regulations, among others, PP No. 52 of 2017 concerning Regulations for Implementing Law No. 20 of 2013 concerning Medical Education and Permenristekdikti No.18 of 2018 concerning National Standards for Medical Education only regulates cooperation agreements that regulate legal relations between Educational Institutions and Teaching Hospitals. Based on the results in the study, it also states that government policies in providing legal protection to health workers, especially PPDS, have not empirically provided protection. This has caused several teaching hospitals in Indonesia to organize PPDS protection independently (Trisnantoro 2021). This is the reason for the author to examine the clarity of the legal basis for PPDS in providing health services at teaching hospitals in Indonesia.

In a previous study in 2015 which examined the relationship between educational hospitals and medical faculties in the implementation of PPDS, which concluded that the status of PPDS in Indonesia still cannot be identified; whether as students or professional workers because de-jure, PPDS are students of a medical faculty, but de facto they can be said to be health workers who are members of the SMF (Functional Medical Unit) in a Teaching Hospital and are active in health services (Fernandes 2015). Furthermore, research in 2018 basically concluded that PPDS in Indonesia can be said to be a workforce in addition to being a student in the education process and inherent rights as a worker in Law No. 13 of 2003 concerning Manpower (Japola 2018). Furthermore, research in 2021 focused on comparing the legal status of PPDS in Indonesia with various countries including: Japan, the Netherlands, Singapore and Australia which concluded that various countries place PPDS as health workers in teaching hospitals, while in Indonesia the status of PPDS is still as students (Novera 2021).

From the explanation described, the three studies have differences in concluding the legal relationship of PPDS in Teaching Hospitals as workers or students of professional education. Therefore, this research is also carried out to develop previous research by focusing on analysing the working relationship between PPDS and the Teaching Hospital in providing health services at the Teaching Hospital which will be found by the author because it is felt that certainty in determining a legal relationship

is a working relationship or a legal relationship not a working relationship between PPDS and the Teaching Hospital plays an important role in legal consequences, fulfilment, certainty and legal protection of PPDS at the Teaching Hospital.

## METHOD

This research applies a type of normative legal research. Normative legal research is legal research by examining secondary data or library materials that have been obtained by the author (Ishaq 2017). Normative legal theory can also be referred to as prescriptive legal theory or critical legal theory (Diantha 2019). This research uses normative research methods because it focuses on analysing the legal relationship of health services and employment relationships that occur between PPDS and Teaching Hospitals.

The types of approaches applied in this research are statutory approaches, conceptual approaches, case approaches. The statutory approach is intended in this study to find the correlation and compatibility between the Medical Education Law with the Labor Law and other laws, or between the law and the 1945 Constitution of the Republic of Indonesia. In terms of its relation to this research is to examine the legislation on professional medical education, there are norms regarding employment relationships that have not been clearly regulated. The conceptual approach is the researcher's effort to find ideas as the basis for the formation of a legal concept and legal principles.

The conceptual approach is the researcher's effort to obtain a conceptualized meaning of Health Services performed by PPDS at the Teaching Hospital in the process of professional education to be associated with the fulfillment of the elements and basis of employment relationships in labour law. Furthermore, the statutory approach is to prioritize laws and regulations as a reference by examining the norms in a regulation that have deficiencies or deviations in the technical or practical scope. The case approach is carried out to study the norms or rules of law that can be applied. This approach is in the form of taking examples of cases that have occurred in society. In this case the author takes the case about the form of implementation and health services carried out by PPDS during their professional education period in several major teaching hospitals including Dr. Soetomo Surabaya Hospital, Dr. Cipto Mangunkusumo National Hospital DKI Jakarta, Dr. Moewardi Surakarta Hospital.

In this research the author collects secondary data which will be divided into primary legal materials that are authoritative, among others, laws and regulations and secondary legal materials in accordance with the topic being researched by the author. The data collection technique in this research is called library research or literature study (Abdulkadir 2004). Data collection in this study is based on legal issues in research on health services and work relationships between PPDS and Teaching

Hospitals that have been classified and then answered according to the formulation of the problem in sequence.

Data that has been collected from legal materials both primary and secondary will be arranged into systematic sentences and analyzed using legal material analysis techniques in the form of prescriptive analysis methods. The author chose prescriptive analysis as an effort to provide arguments on the legal issues discussed in this study and get suggestions (Asikin, Zainal, and Amiruddin 2014).

## RESULTS AND DISCUSSION

### **The basis of PPDS Legal Relations in providing health services at the Teaching Hospital**

Legal relationships are created as individual needs in carrying on life, because every legal subject must require a relationship with another legal subject for its survival. Regarding this legal relationship, Logemann as quoted by Soeroso argues that:

*"In every legal relationship there are parties who are authorized / entitled to request achievements called prestatic subjects and parties who are obliged to make achievements or called plicht subjects. One of the requirements of a legal relationship is to have a fundamental that results in the creation of the legal relationship itself in the form of legal rules that formally regulate the emergence of the legal event itself" (Soeroso 2015).*

In this quote, it can be underlined that the requirements to be called a legal relationship include having a fundamental or in other words, there is a legal basis that regulates it. According to Soedikno, an agreement is a form of legal relationship based on an agreement to cause legal consequences. The clarity of a legal relationship will result in the protection of the fulfilment of the rights and obligations of the parties concerned (Sinaga 2019). The legal relationship that will be analysed in this study is between the Specialist Doctor Education Program Participants (PPDS) and the Teaching Hospital. In carrying out a structured medical education program, educational land is needed, including hospitals, to be able to develop knowledge, skills, attitudes and behaviour for doctors. Competencies obtained during education become the main foundation for doctors to be able to perform medical actions in health service efforts. The Specialist Medical Education Program integrates academic and professional education. The process of integrating academic-professional education is intended to introduce clinical education early to students (early clinical exposure). This is regulated in detail in the Indonesian Medical Council Decree on Specialist Medical Education Standards 2006. As part of the health care system, the quality of PPDS as health workers is very strategic in health services. In this case, it will lead to arrangements regarding medical education. Currently, the law that regulates medical education is Law Number 20 of 2013 concerning Medical Education. PPDS is part of professional education which is regulated in Article 1 number 3 of the Medical Education Law, which states that:

*"Professional Education is Medical Education that is carried out through a teaching and learning process in the form of clinical learning and community learning that uses various forms and levels of real health services that meet the requirements as a place of medical practice".*

The clinical learning referred to in the article is mentioned in Article 18 Paragraph (1) of the Medical Education Law, as follows:

*"That for clinical learning and community learning, students are given the opportunity to engage in health services with the guidance and supervision of lecturers".*

According to Article 1 number 11 of Law No. 36 of 2009 concerning Health states that health services are defined as:

*"Any activity and / or series of activities carried out in an integrated, integrated and sustainable manner to maintain and improve public health status in the form of disease prevention, health improvement, disease treatment, and health recovery".*

In the implementation of health services by PPDS, it is necessary to pay attention to the aspects of the involvement of parties that have a major influence and support each other, namely medical education institutions, medical colleges and teaching hospitals.

**Figure 1.** Parties in the Implementation of PPDS Health



The position of the Teaching Hospital as one of the basic components that can determine the success of the clinical service learning process that collaborates between knowledge (knowledge), ability (skill), and behavior (attitude). In accordance with the regulation of Article 11 of the Medical Education Law which states that,

*(1) "The Faculty of Medicine and the Faculty of Dentistry on behalf of universities in realizing the objectives of Medical Education cooperate with Teaching Hospitals, Medical Education Vehicles, and / or other institutions, and coordinate with Professional Organizations. The Parties in the Implementation of PPDS Health Services (2) Cooperation as referred to in paragraph (1) shall be carried out in writing in accordance with the provisions of the Laws and Regulations".*

Cooperation between Teaching Hospitals and Educational Institutions is specifically regulated in Article 21 paragraph (1) of GR 93/2015, which states that,

*"The main Teaching Hospital must have a written Cooperation Agreement with Educational Institutions".* The Cooperation Agreement is part of an innominate contracted, which is based on the differences in interests between parties who agree to cooperate, which will be guaranteed by the agreement (Paendong and Taunaumang 2022). This puts that the cooperation agreement as the basis for the legal relationship between educational institutions and teaching hospitals which is further explained in Article 21 paragraph (3) of PP 93/2015 as follows:

*"The Cooperation Agreement as referred to in paragraph (1) and paragraph (2) is directed to improve synchronization and harmonization of services, education, and research and/or in the context of improving the performance of services, education, and research at the Teaching Hospital".*

It can be concluded that the implementation of synchronization between health services and education is a joint responsibility between educational institutions and teaching hospitals, as stated in Article 5 regarding Joint Responsibility in the cooperation agreement between FK Unair and RSUD Dr. Soetomo regarding the Implementation of the Specialist Doctor Education Program, as follows:

*"the parties are jointly responsible for: 1) Ensuring the implementation of health services that can be integrated in education, research and/or community service by prioritizing the interests and safety of patients; 2) Ensure the provision of protection and legal certainty for patients, service providers, students, clinical supervisors, health research subjects, educational hospital educational institutions; organizers and related 3) Ensure the implementation of quality health services, education and research in the field of health; 4) Ensure the implementation of an educational process that always synergizes with the service process,"*

The Cooperation Agreement between educational institutions and teaching hospitals basically only regulates the legal relationship between the two parties in the implementation of PPDS professional education. Another case with the legal relationship between PPDS and teaching hospitals that is not regulated in the Medical Education Law or its derivatives. The Medical Education Law also does not contain a complete explanation of the rights and obligations of PPDS more broadly (Aktariyani et al. 2020). This has resulted in a diversity of basic arrangements for the legal relationship between PPDS and teaching hospitals in providing health services. Based on the author's search, the position of PPDS in performing health services in several teaching hospitals in Java is as follows,

Table 1. Teaching Hospitals in Java

No.	Teaching Hospital	Position of PPDS
1.	Dr. Soetomo Hospital Surabaya	Employee with Employment Agreement as Assistant DPJP
2.	Dr. Moewardi Surakarta Hospital	Learners with SIP-Education
3.	Dr. Cipto Mangunkusumo General Hospital DKI Jakarta	Learners with Agreement

Based on the table, it is found that the position of PPDS is regulated differently from one Teaching Hospital to another. One of them is RSUD Dr. Soetomo as the Main Teaching Hospital for the Faculty of Medicine, Universitas Airlangga. The determination of RSUD Dr. Soetomo as the Main Teaching Hospital for the Faculty of Medicine of Airlangga University was issued by the Minister of Health of the Republic of Indonesia through the Decree of the Minister of Health of the Republic of Indonesia Number Hk.01.07/Menkes/70/2017 concerning the Determination of Dr. Soetomo Surabaya Regional General Hospital as a Teaching Hospital.

Based on the Draft Strategic Change of RSUD Dr. Soetomo Year 2019-2024, it was found that the potential human resources owned by RSUD Dr. Soetomo still needed additional health workers, especially in the provision of specialist doctors. This resulted in RSUD Dr. Soetomo as a Teaching Hospital involving PPDS in providing health services to support the shortage of existing health workers. The authority is given to PPDS in providing services in various poly, inpatient, outpatient and emergency departments to supporting services in accordance with their competency authority (Anon 2019).

RSUD Dr. Soetomo was established as a Regional Public Service Agency of East Java Province based on the Decree of the Governor of East Java Number 188/438/KPTS/013/2008. This resulted in RSUD Dr. Soetomo being positioned as a hospital owned by the Regional Government of Java Province which carries out its main task in organizing health services. Based on East Java Governor Regulation Number 12 of 2022 concerning Amendments to East Java Governor Regulation Number 55 of 2021 concerning Work Guidelines and Implementation of East Java Provincial Duties, it explains that in order to improve service quality, BLUD can collaborate with third parties:

*"Taking into account that specialist and subspecialist education students in Education Hospitals play a role in providing services to patients and have significant performance for the development of Education Hospitals in Education, Research and Services and in an effort to reward specialist and subspecialist students, BLU can provide incentives to PPDS through services for medical services performed with the requirements of a Work Permit, Work Contract Agreement, and supported by the guidelines for providing incentives set by the BLU Leader."*

Referring to the regulation, it can be concluded that RSUD Dr. Soetomo as a public service agency can consider that PPDS has performance for the development of the Hospital and is entitled to incentives as a reward for its performance on the condition that it has: 1. Work Permit; 2. Work Contract Agreement; 3. Guidelines for Providing Incentives.

According to information from one of the PPDS Clinical Pathology at RSUD Dr. Soetomo explained that the work permit was given to all PPDS by the Education and Training Subdivision of RSUD Dr. Soetomo after the pre-employment program for

approximately 3 months was completed and declared to meet the requirements. He continued that the Work Permit is obtained for all PPDS as a condition for carrying out all professional education activities in Dr. Soetomo Hospital and is valid until the end of the education period or can be revoked and canceled if the person concerned violates the Education provisions and / or the provisions of Dr. Soetomo Hospital. When viewed from the definition, permission has the meaning of an approval from the authorities, in this case the director of RSUD Dr. Soetomo based on the provisions to do something that should be prohibited with the aim of directing actions or actions and their limits (Maulana 2019). This puts that the position of the letter of permission to work at RSUD Dr. Soetomo as written evidence given by the Director of RSUD Dr. Soetomo to work at RSUD Dr. Soetomo in the context of Specialization education. This has the same meaning as the medical practice license regulated in Permenkes/2052/Menkes/Per/X/2011 concerning licenses to practice and implement medicine as written evidence provided by the local government to health workers as a grant of authority to practice medicine in health service facilities. Next, the work agreement between RSUD Dr. Soetomo and PPDS who work to provide health services at the Teaching Hospital. Article 1 of the agreement regulates the clauses regarding the scope of work, as follows:

1. *"The First Party assigns the Second Party to work at RSUD Dr. Soetomo Surabaya as a DPJP Assistant Doctor.*
2. *The Second Party is willing to accept and carry out the duties given by the First Party as referred to in paragraph (1) by getting compensation in accordance with the provisions and policies of the Hospital.*
3. *The Second Party is willing to become a DPJP Assistant Doctor at the First Party within the time specified and will fulfill all other rules/ regulations applicable at RSUD Dr. Soetomo".*

In the Decree of the Director of Dr. Soetomo Regional General Hospital Number: 188.4/4337.1/102.6/2022 concerning Service Policy at Dr. Soetomo Surabaya Regional General Hospital, defines DPJP assistant as:

*"Students according to their study program have the authority of clinical competence according to the clinical assignment letter from the director on the recommendation of the head of the study program (KPS) from the relevant KSM".*

It should be noted that according to the statement of Dr. Jony Wahyudi as the director of RSUD Dr. Soetomo in the Online Discussion of the Educational Hospital Management Forum-FK session 2a with the theme 'overcoming bureaucratic obstacles in the implementation of the 2013 Medical Education Law for resident incentives' on March 18, 2021, which further explained that DPJP assistants consist of internship and independent stage PPDS. According to SPO (Standard and Operational Procedures), the identification of PPDS stages at RSUD Dr. Soetomo consists of 3 stages, namely:

1. "Enrichment (Code red): the process of deepening theory and investigation of a particular topic so that residents achieve mastery of basic competencies through independent learning which includes reading, discussion, tutorials and observation.
2. Internship (yellow code): A learning process organized in an integrated manner between the supervisor and the resident by doing certain work under the direct guidance and supervision of the supervisor in order to achieve certain competencies.
3. Independent (Green code): an integrated learning process so that residents can perform certain jobs independently with direct and / or indirect supervision with supervisors to achieve certain competencies".

It can be concluded that all PPDS who perform health services at RSUD Dr. Soetomo for their professional education must have a Work Permit that has been authorized by RSUD Dr. Soetomo Surabaya. The position of the work permit is as an approval from the director of RSUD Dr. Soetomo for PPDS to work at RSUD Dr. Soetomo in the context of specialization education with all the rights and obligations inherent in the Cooperation Agreement between RSUD Dr. Soetomo and FK-Unair. Furthermore, for PPDS internship and independent levels, a work contract agreement between RSUD Dr. Soetomo and student doctors who work to provide health services at RSUD Dr. Soetomo applies.

Another case with Dr. Moewardi Surakarta Hospital as a Teaching Hospital for PPDS Faculty of Medicine, Sebelas Maret University. In its implementation, according to Eko Haryanti, who is the Head of the Legal Subdivision of Dr. Moewardi Hospital, said that the factual conditions of PPDS who are performing health services at Dr. Moewardi Hospital do not have a work agreement because of their status as students in their education period and are still under the supervision or supervision of the Doctor in Charge of Patients (DPJP). In the implementation of its education at Dr. Moewardi Hospital, PPDS certainly has its own Standard Operating Procedures which regulate the obligation of PPDS to have an Educational Practice License (hereinafter referred to as SIPP) (Viradilla 2020).

Furthermore, one of the PPDS Dr. Moewardi said that when going to become a student and provide health services at Dr. Moewardi Hospital, he must have a SIP as a general practitioner first. After being determined to be a student of a specialist doctor education program, the resident doctor has the obligation to take care of the Education Practice Permit. RSUD Dr. Moewardi requires resident doctors to take care of the SIPP collectively in each batch (Viradilla 2020).

According to Article 1 point 4 of Permenkes Number 2052 / Menkes / Per / X / 2011 concerning Practice Permits and Implementation of Medical Practice states that,

*"Practice License is written evidence given by the district / city Health Office to doctors who will practice medicine after fulfilling the requirements".*

The practice license is related to the authority to carry out medical practice, further in Article 3 of Permenkes Number 2052 / Menkes / Per / X / 2011 concerning Practice Permits and Implementation of Medical Practice explains that,

*"SIP for Participants in the Specialist Doctor Education Program (PPDS) is in the form of a Doctor's SIP with the authority according to the competencies determined by the Head of the Study Program".*

The PPDS Competency Authority Letter is obtained in stages according to the increase in the level of competence and is issued by the Head of the Study Program which is further regulated in the Indonesian Medical Council Regulation No. 21 of 2014 concerning Registration of Doctors and Dentists Participants in Specialist Medical Education Programs. Apart from the competency authority letter, PPDS at Dr. Moewardi Hospital also has different authorities at each stage in accordance with the Standard Procedures for Competency Levels and Supervision of FK UNS/RSUD Dr. Moewardi Learners (PPDSFK UNS/RSUD Dr. Moewardi guidebook), as follows:

1. "Level 1 (Red Pin) Has the Authority to accompany DPJP, if given a clinical appointment from DPJP, PPDS will perform clinical actions according to their abilities as general practitioners because they already have SIP as general practitioners.
2. Level 2 (Yellow Pin) PPDS has been authorized to act together with other medical personnel. Learning is conducted in an integrated manner under the responsibility of the DPJP.
3. Level 3 (Green Pin) PPDS is allowed to be able to act without the assistance of DPJP but still provide consultation to DPJP on clinical actions to be taken.
4. Level 4 (Blue Pin) PPDS at this level already has the competence equivalent to a specialist doctor, however, PPDS is still a student. Clinical actions performed by PPDS are still under the responsibility of DPJP".

So, it can be concluded that the implementation of health services by PPDS at Dr. Moewardi Hospital is only based on the Education Practice Permit made collectively in each batch. Health services performed by PPDS at Dr. Moewardi Hospital are also limited by the authority set by the Head of the Study Program and the stages (levels) of PPDS which are regulated in the Standard Procedures for Competency Levels and Supervision of FK UNS / RSUD Dr. Moewardi Learners.

Dr. Cipto Mangunkusumo Hospital as the main teaching hospital for PPDS University of Indonesia. In its implementation, the legal relationship between PPDS and the Teaching Hospital is based on the Agreement Letter between Dr. Cipto Mangunkusumo National Central General Hospital and Specialist Doctor Education Program Participants (PPDS 1) regarding the Implementation of Health Services to

Patients of Dr. Cipto Mangunkusumo National General Hospital. Stipulated in Article 1 regarding the scope of the agreement states that, Dr. Cipto Mangunkusumo National Hospital as the first party gives the task to PPDS as the second party to provide services to patients in accordance with the authority granted in the framework of specialist medicine. According to the statement of Dr. Trimartani as Plt. Director of Human Resources of Dr. Cipto Mangunkusumo Hospital explained that the agreement letter must be signed by all PPDS at the beginning of their education period at Dr. Cipto Mangunkusumo Hospital (Trimartani 2021).

The agreement is an engagement that causes legal consequences for the parties, in this case FK-UI PPDS with Dr. Cipto Mangunkusumo Hospital as a teaching hospital. The legal consequences are in the form of reciprocal rights and obligations (Sinaga 2019). In the agreement, the rights and obligations are regulated in Article 2, as follows:

1. "Obligations of the Second Party:

- a. Comply with all applicable regulations at Dr. Cipto Mangunkusumo National Hospital related to the implementation of health services and the discipline of specialist doctor education participants'
- b. Provide health services to patients in the First Party in accordance with the competence and clinical authority given according to the stages of education under the supervision of DPJP.
- c. Providing services in accordance with service quality standards at Dr. Cipto Mangunkusumo National Hospital.
- d. Adhere to the medical code of ethics.
- e. Perform Hand Hygiene at 5 (five) moments.
- f. Filling in the integrated patient development record (CPPT) appropriately, completely and consistently.
- g. Follow the attendance requirements with the electronic system that applies at Dr. Cipto Mangunkusumo National Hospital
- h. Not demanding to be appointed as an employee at Dr. Cipto Mangunkusumo National Hospital.

2. Rights of the Second Party:

- a. Receive incentives in accordance with the calculation of learner performance which is regulated in accordance with the main director's decision letter;
- b. Utilizing facilities and infrastructure located at Dr. Cipto Mangunkusumo National Hospital in the context of service to patients.

b. Receive supervision from the doctor in charge of the patient (DPJP). "

The legal relationship between Dr. Cipto Mangunkusumo National Hospital and PPDS-1 is based on an agreement that regulates the duty to PPDS to provide services to patients in accordance with the authority granted in the framework of specialist medicine. This is in line with the implementation of PPDS in Indonesia which is

carried out based on Law No. 20 of 2013 concerning Medical Education so that, it is interpreted as a form of professional education that emphasizes a university-based system compared to hospital-based. In contrast to other approaches applied in several countries with a hospital-based system whose management is left to the teaching hospital in coordination with the medical collegium. This results in the legal relationship that occurs between PPDS and teaching hospitals emphasizing more on the relationship of students who perform health services in teaching hospitals.

From the three teaching hospitals, it can be concluded that the basis of the legal relationship between teaching hospitals is regulated differently. This is since it is not regulated in the legislation on medical education. The implementation of PPDS professional education that also performs health services in each teaching hospital is regulated differently in accordance with internal hospital regulations (hospital by laws).

### **B. Analysis of the Employment Relationship to Health Services by Participants of the Specialist Doctor Education Program (PPDS) at the Teaching Hospital.**

Employment relationship is a legal relationship regulated within the scope of labor law. In Article 1 Point 15 of Law No. 13 of 2003 concerning Manpower, employment relationship is defined as, *"the relationship between employers and workers based on a work agreement that has elements of work, wages, and orders"*.

The employment agreement becomes the basic object in the employment relationship between the worker and the employer. Article 1 Point 14 of Law No. 13 of 2003 defines a work agreement as, *"an agreement between workers/laborers and employers or employers that contains working conditions, rights, and obligations of the parties"*. Therefore, a legal relationship can be said to be a work relationship if there is a work agreement and contains elements of work, wages, and orders.

In this case, one of the teaching hospitals that applies a work agreement with PPDS is Dr. Soetomo Hospital. In the implementation of PPDS at RSUD Dr. Soetomo, it was found that there is a work agreement between RSUD Dr. Soetomo and Doctor Trainees who work to provide health services at RSUD Dr. Soetomo. The employment agreement is certainly different from the agreement in general in terms of the relationship of the parties. The employment agreement has an element of 'under orders' so that the employer and employee have a subordinate relationship, while the position of the parties in the agreement is generally balanced (Agusmidah 2010).

Based on this explanation, it can be concluded that a work agreement is the basis of an employment relationship that must contain elements of work, orders, wages and a certain time. In the following subchapters, the author will correlate whether the employment agreement between RSUD Dr. Soetomo and Student Doctors who work to provide health services at RSUD Dr. Soetomo in the Teaching Hospital has fulfilled the elements of employment relationship, as follows:

1. The existence of work

Work is an element of the fundamental object in the employment relationship because with the existence of work first, the employment relationship can be created. In Law No. 13 of 2003, it is not contextually regulated about the description of the elements of work in labor relations so that work can be adjusted by agreement and is free based on norms and laws and regulations (Darma 2017).

In the large Indonesian dictionary, work is defined as a task; obligation; what is done (done, done). This meaning is not much different from the definition of job in Oxford Advanced Learner's. In the dictionary, job as work has the definition of a responsibility; a task; a piece of work; duty.

In the work agreement letter between RSUD Dr. Soetomo and Doctor Trainees who work to provide health services at RSUD Dr. Soetomo, where the first party is Dr. Joni Wahyudi, dr., Sp.BS(K) as the President Director of RSUD Dr. Soetomo who acts for and on behalf of RSUD Dr. Soetomo while, the second party is PPDS Doctor in Article 1 contains clauses about the scope of work, as follows:

1. *"The first party assigns the second party to work at RSUD Dr. Soetomo Surabaya as a DPJP Assistant Doctor.*
2. *The second party is willing to accept and carry out the duties given by the first party as referred to in paragraph (1) by getting compensation in accordance with the provisions and policy capabilities of RSUD Dr. Soetomo;*
3. *The second party is willing to become a DPJP assistant doctor at the first party within a predetermined time and will fulfill all other regulations/provisions that apply at RSUD Dr. Soetomo".*

Article 54 paragraph (1) of Law No. 13 Year 2003 contains the conditions that must be met in writing a work agreement, as follows:

*"Employment agreements made in writing shall at least contain:*

- a. *Name, address of the company, and type of business;*
- b. *Name, gender, age, and address of the worker;*
- c. *Position or type of work;*
- d. *Place of employment;*
- e. *The amount of wages and method of payment;*
- f. *Working conditions that contain the rights and obligations of employers and workers;*
- g. *Commencement and duration of the employment agreement;*
- h. *Place and date of the employment agreement;*
- i. *Signature of the parties..*

If reviewed in the work agreement letter between RSUD Dr. Soetomo and Doctor Trainees who work to provide health services at RSUD Dr. Soetomo, in the article letter (c) the position or type of work performed by PPDS at RSUD Dr. Soetomo is as a DPJP assistant doctor. In the Decree of the Director of Dr. Soetomo Regional General Hospital Number: 188.4/4337.1/102.6/2022 concerning Service Policy at Dr. Soetomo Surabaya Regional General Hospital, defines DPJP assistant as:

*"Students according to their study program have the authority of clinical competence according to the clinical assignment letter from the director on the recommendation of the head of the study program (KPS) and the head of the KSM".*

Furthermore, the decision stipulates that the duties of DPJP assistants are,

*"Assisting DPJP in conducting medical services, evaluating and verifying service plans from all patient care providers in the patient's medical record in the Integrated Patient Progress Record (CPPT) form. Patient caregivers are those who participate in handling patients, writing assessments, observations, treatments/actions, developments or changes in the patient's condition which are then written in the medical record and informed to the patient and/or the patient's family".*

Furthermore, the requirement in letter (f) of the working conditions that contains the rights and obligations of the employer, and the worker can also clarify the workers that must be carried out by the worker. A thing that is carried out by workers, can be interpreted that the obligations of workers are the implementation of the elements of work (Budiono 2012).

If the employment agreement between RSUD Dr. Soetomo and Doctor Trainees who work to provide health services at RSUD Dr. Soetomo is reviewed with the terms of the employment agreement, the obligations of PPDS are stated in Article 2 Paragraph (4) of the agreement as follows:

*"The Second Party is obliged to:*

- a. Carry out their professional duties in accordance with the system and procedures as well as the applicable laws and regulations;*
- b. Carry out their duties and functions as DPJP Assistant Doctors at KSM in accordance with their competence and expertise.*
- c. Carry out his/her professional duties in accordance with the system and procedures as well as the prevailing laws and regulations;*
- d. Comply with applicable laws and regulations;*
- e. Comply with the internal regulations of RSUD Dr. Soetomo Surabaya (HBL and MSBL);*
- f. Comply with the ethics of RSUD Dr. Soetomo, the ethics of the medical profession and other health ethics;*
- g. Behave politely towards patients, medical staff and other professions within RSUD Dr. Soetomo;*
- h. Help improve the quality and loyalty of the hospital;*
- i. Fill out patient medical records periodically according to the provisions and SPO of RSUD Dr. Soetomo;*
- j. Carry out education, research, and community service in accordance with the provisions;*
- k. Following the credentialing of health workers periodically, at least once every 2 (two) years;*
- l. Fill in attendance / fingerprint attendance on the system in accordance with the provisions.*

From this explanation, it can be concluded that the element of work in the employment relationship by PPDS as Assistant DPJP in the form of performing

medical services at KSM in accordance with their competence and expertise has been fulfilled.

## 2. Under Orders

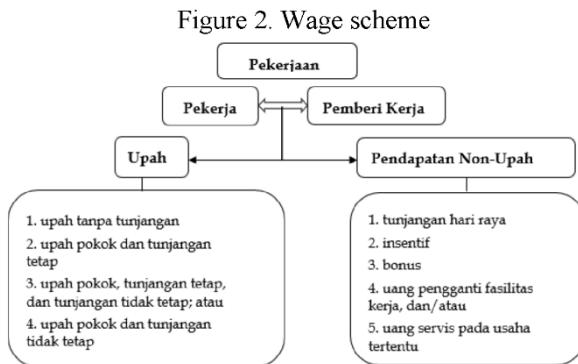
The embodiment of work given to workers by the employer in the form of workers must submit or obey orders given by the employer in accordance with what has been agreed in the employment agreement. This is the result of a subordinate or top-down work agreement between the employer and the worker (Maulana 2020). The element of an order in Law No. 13 of 2003 is not given a definition, limitation or element, however, according to Article 1601a of the Civil Code confirms that,

*"a labor agreement is an agreement by which one party (the worker) binds himself to be under the orders of the other party (the employer) for a certain time, doing work by receiving wages".*

Thus, according to the article, 'order' is followed by the performance of work. With a comparative approach, the definition of 'order' in the Civil Code can be drawn in the same meaning as the meaning of 'order' in Article 1 point 15 of the Labor Law. In the Big Indonesian Dictionary, an order is defined as a word intended to order something to be done. When associated with the employment agreement letter between RSUD Dr. Soetomo and the Trainee Doctors who work to provide health services at RSUD Dr. Soetomo, the order can be interpreted in the phrase,

*"The first party assigns the second party to work at RSUD Dr. Soetomo as a DPJP assistant doctor" "The DPJP assistant doctor must perform his professional duties with the following information: a. Perform work in accordance with his/her expertise b. Cooperate with partners and employees in the service unit c. Follow up referrals/consuls with DPJP or other specialist doctors"*

The phrases 'shall' and 'assign' are manifestations of orders from RSUD Dr. Soetomo to PPDS to perform work as DPJP assistant doctors. The DPJP assistant doctor is under the direct or indirect supervision or guidance of the DPJP. RSUD Dr. Soetomo's service policy on integrated health services explains that the one who is allowed to give instructions is the DPJP as the clinical team leader according to the recommendations of other medical personnel. DPJP assistant doctors who are still students are allowed to give instructions according to their competence and must be verified by the DPJP. This is reinforced by the following statement from one of the Airlangga University PPDS from the Department of General Surgery at RSUD Dr. Soetomo Surabaya,



*"We technically do work at Dr. Soetomo Hospital. We technically do work at RSUD Dr. Soetomo even though we are still students because in the example we (PPDS) are asked by DPJP to perform medical or surgical actions on patients for Independent PPDS, as DPJP assistants must be willing even though DPJP only gives remote instructions, besides that we (PPDS) also guard the wards with a rotating schedule, the first thing is that even if for example we are considered students, we (PPDS) should not be released to provide medical services without direct supervision from DPJP, the second should be that even though we (PPDS) are not there (absent), the service must continue. But in fact, technically when we (PPDS) are not present there (to guard the ward) then the service to patients will not run because there is no duty doctor".*

From this statement, PPDS as assistant doctors of DPJP also received direct or indirect orders from DPJP to do a job, so it can be concluded that the element of order in the working relationship between PPDS and RSUD Dr. Soetomo has been fulfilled.

### 3. The existence of wages

The provision of wages is the realization of the meaning of Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which reads that "every citizen has the right to work and a decent livelihood". This has resulted in wages becoming an important element in labor relations as a goal for workers to do work. Therefore, the role of the government in protecting the fulfillment of wages as workers' rights through various policies in laws and regulations. In PP No. 36 of 2021 concerning Wages, wages are regulated as follows: Wages are regulated as follows:

From Figure 2. it can be concluded that workers are entitled to wages because they have carried out their work and employers are obliged to provide wages as workers' income or income for their work. Furthermore, the meaning of non-wage income in the explanation of Article 6 paragraph (2) letter b of PP No. 36 of 2021 is as follows, "the receipt of workers from the employer in the form of money for Figure 2. Wage Scheme to fulfill religious needs, motivate increased productivity, or improve the welfare of workers and their families". in Article 8 of PP No. 36 of 2021 explains that in addition to holiday allowances, "Employers can provide non-wage opinions in the form of:"

Table 2. 2 Table of Non-Wage Income

Non-wage Income	Description
<b>a. incentives</b>	"Incentives are given by employers to workers in certain positions/jobs and are determined according to company policy". (Article 10 of PP 36/2021)
<b>b. bonus</b>	"Bonuses can be given by employers to workers for company profits and are regulated in work agreements, company regulations, or collective labor agreements". (Article 11 of PP 36/2021)
<b>c. compensation for work facilities; and/or</b>	"The company may provide work facilities for workers in certain positions/jobs entirely". (Article 12 of PP 36/2021)
<b>d. service money in certain businesses</b>	"Service money in certain businesses is collected and managed by the company". (Article 13 paragraph (1) of GR 36/2021)

Source: Secondary Data of the Author

From this information, it can be concluded that the provision of non-wage income can only be given to workers after the provision of one of the above wage components. In the employment agreement letter between RSUD Dr. Soetomo and Trainee Doctors who work to provide health services at RSUD Dr. Soetomo, one of the terms of the employment agreement regarding the number of wages and the method of payment is not found. The form of compensation for the work performed by PPDS is stated in Article 2 regarding rights and obligations, with the following clause that,

*"The Second Party (PPDS as a DPJP Assistant Doctor) is entitled to receive compensation or incentives according to the provisions and capabilities of RSUD Dr. Soetomo".*

This is in line with the mandate of article 31 paragraph (1) of the Medical Education Law, as follows:

*"(1) Every student has the right: a. obtains legal protection in participating in the teaching and learning process, both at the Faculty of Medicine or Faculty of Dentistry as well as at the Teaching Hospital and Medical Education Vehicle.*

*b. obtains incentives at the Teaching Hospital and Medical Education Vehicle for Students of primary care doctor programs, specialist subspecialist doctors, subspecialist dentists, and and specialist c. obtains rest time in accordance with the predetermined time."*

Providing incentives for primary care doctor and specialist-subspecialist program participants is also an obligation of teaching hospitals as stipulated in Article 25 letter g of Government Regulation No. 93/2015. The definition of incentives in Government Regulation No. 93/2015 is as follows,

*"What is meant by incentive is compensation in the form of material provided by the Teaching Hospital for health services performed in accordance with their competence".*

Providing incentives for PPDS in BLUD-shaped Teaching Hospitals is also regulated in East Java Governor Regulation Number 12 of 2022 concerning Amendments to East Java Governor Regulation Number 55 of 2021 concerning Guidelines for Work and Implementation of Tasks for East Java Province Year, explaining that in order to improve service quality, BLUD can collaborate with third parties:

*"Taking into account that specialist and subspecialist education students in Education Hospitals play a role in providing services to patients and have significant performance for the development of Education Hospitals in Education, Research and Services and in an effort to reward specialist and subspecialist students, BLU can provide incentives to PPDS through services for medical services carried out with the requirements of a Work Permit, Work Contract Agreement, and supported by the guidelines for providing incentives set by the BLU Leader."*

From this statement, it can be concluded that RSUD Dr. Soetomo can provide incentives as an effort to reward PPDS who provide services and have performance with the requirements of a Work Permit, Work Contract Agreement, and supported by the guidelines for providing incentives set by BLU Leaders. RSUD Dr. Soetomo as a Regional Public Service Agency has established guidelines for providing incentives for PPDS who have performance with the following provisions:

1. Requirements for applying for PPDS incentives:

- a. PPDS has SIB (Work Permit Letter) in performing services and clinical learning at RSUD Dr. Soetomo (proof of SIB is attached)
- b. Have a valid license to practice at RSUD Dr. Soetomo (proof of SIP is attached)
- c. Have a Bank Jatim account in the name of the PPDS (proof of photocopy of account book is attached)
- d. Registered as PPDS in the study program with a clear and updated level and type (proof of PPDS list from KPS).

2. Determination of Incentive Points:

- a. Incentive Points consist of:
  1. P1 = Position Points
  2. P2 = Performance Points
  3. P3 = Allowance Points (insidential during holidays, etc.)
- b. P1 and P3 are given to PPDS who meet the incentive submission requirements,
- c. P2 is given to PPDS who meet the incentive submission requirements and have a Work Contract agreement letter between RSUD Dr. Soetomo and Learners who Provide Health Services at RSUD Dr. Soetomo with the following conditions:
  - 1) Rotation Performance Points:
    - i. Calculated based on attendance on working days
    - ii. Maximum of 31 points/month

- 2) Guard Performance Points:
  - i. Calculated based on duties outside working hours per working day
  - ii. Maximum of 15 points/month
- d. Calculation of Accumulated Points: 77 Position Points (earned according to competency level) Rotation Performance Points x1 point Guard Performance Points x1 point Total Points = Rotation Performance Points + Guard Performance Points + Position Points
- e. Awarding points according to competency:
  - 1) Enrichment level (red pin) applies P1 points
  - 2) Apprenticeship level (yellow pin) P1 and P2 points apply
  - 3) Independent level (green pin) P1 and P2 Points apply
- f. Awarding points under certain conditions:
  - 1) MKDU → no incentive points
  - 2) Leave → only get P1 points
3. Submission of PPDS Incentive Points:
  - a. Submission of PPDS incentive point claims for the previous month is sent by KPS to Komkordik with the approval of KPS and PPDS respectively accompanied by a recapitulation of total points no later than every 5th of the following month.
  - b. Data verification of PPDS incentive points by Komkordik includes:
    - 1) Completeness of administrative data submission requirements (SIB, SIP, contract agreement, Bank Jatim account number, NPWP number, PPDS list from study program)
    - 2) Completeness of PPDS data to be claimed to the finance department of RSUD Dr. Soetomo (name, study program, level, calculation of incentive points)
    - 3) Submission of PPDS incentive point data to the finance department of RSUD Dr. Soetomo for further processing no later than the 13th of each month.

Based on these provisions, the pattern of providing incentives by RSUD Dr. Soetomo to PPDS is given according to the position or level of students and performance, resulting in incentives received by each PPDS varying in amount. In contrast to the determination of the number of wages stipulated in PP No. 36/2021 which is guided by the structure and scale of wages. Referring to the definition of incentives in PP No. 36 of 2021, it is included in the non-wage income group. The provision of non-wage income can only be given to workers after the provision of one of the wage components. The definition of incentive based on KBBI is additional income given to improve performance.

From this information, it can be concluded that the incentives provided by RSUD Dr. Soetomo to PPDS are not wages as intended in the employment relationship. Given that the elements of employment relationship in labor law are cumulative, it can

be interpreted that if one of the elements in the employment relationship is not fulfilled, a legal relationship cannot be defined as an employment relationship (Maulana 2020). According to the author's opinion, which has been explained previously, the element of wages in the employment agreement between RSUD Dr. Soetomo and Student Doctors who work to provide services cannot be fulfilled. It can be concluded that health services by Specialist Doctor Education Program Participants (PPDS) at the Teaching Hospital cannot be interpreted as an employment relationship.

## CONCLUSION

### 1. The basis of PPDS legal relationship in performing health services at the Teaching Hospital

PPDS in performing health services is part of the medical profession education process. The basis of legal relations between teaching hospitals is regulated differently. Among others, RSUD Dr. Soetomo Surabaya is based on a work permit and a contract work agreement. In contrast to RSUD Dr. Moewardi Surakarta which only requires PPDS to have a SIP-Education. RSUP Nasional Dr. Cipto Mangunkusumo applies the agreement between RSUP Nasional Dr. Cipto Mangunkusumo and PPDS-1 about health services to patients of RSUP Nasional Dr. Cipto Mangunkusumo. The basis of the legal relationship between PPDS and the Teaching Hospital in performing health services is different because it is not regulated in the legislation so that the teaching hospital is independently regulated in accordance with internal hospital regulations (hospital by laws).

### 2. Analysis of employment relations to health services by participants of specialist doctor education programs

The element of employment relationship in labor law is cumulative, it can be interpreted that if one of the elements in the employment relationship is not fulfilled then a legal relationship cannot be defined as employment relationship. Therefore, health services by Participants of the Specialist Doctor Education Program (PPDS) at the Teaching Hospital cannot be interpreted as a working relationship because the element of wages for Student Doctors who work to provide services cannot be fulfilled. In its implementation, PPDS is entitled to incentives at the Teaching Hospital and Medical Education Vehicle, however, the concept of incentives is different from the concept of wages regulated in labor law.

## Suggestions

### 1. Government

Especially for the Ministry of Health and the Ministry of Education, it is expected to provide regulations in the form of ministerial regulations to implement the policies of higher laws and regulations related to the protection

of PPDS in providing health services in teaching hospitals. Starting with the clarity of the legal relationship between PPDS and the Teaching Hospital, it will result in the fulfillment of rights and obligations that can be fulfilled as professional specialist candidates. Given that PPDS contributes to improving health services in Indonesia and has performance during its education period.

## 2. Teaching HospitalRumah Sakit Pendidikan

For Teaching Hospitals as a place of education, research, and integrated health services for PPDS, it is hoped that they can also provide protection for PPDS by applying individual contracts / agreements in accordance with professionalism and clear rights and obligations according to their competence and performance. The contract should be given along with the initial entry process of PPDS in the teaching hospital and updated regularly according to its competence. As human beings who have worked, they must get their rights and obligations so that there is no exploitation by humans to other humans.

## 3. PPDS

For PPDS as students who participate in providing health services at teaching hospitals, it is necessary to understand their legal relationship with teaching hospitals. This is done to know the rights he must get and his obligations that must be carried out at the Teaching Hospital.

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