



Overtime Regulation and Contract Workers: A Philosophical Reflection on Justice and Legal Protection in Indonesian Labour Practice

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Article	Abstract
<p>Keywords: Contract Workers; Overtime Work; Overtime Wages; Overtime Working Hours; PKWT.</p>	<p><i>The implementation of overtime working hours and the payment of overtime wages for workers employed under Fixed-Term Employment Agreements (Perjanjian Kerja Waktu Tertentu/PKWT), based on the prevailing laws and regulations, namely Law Number 11 of 2020 on Job Creation and Government Regulation Number 35 of 2021, provides that PKWT workers are entitled to overtime working hours and overtime wages in accordance with statutory provisions. However, in practice, cases are still found in which PKWT workers are required to work beyond the stipulated working hour limits without receiving the overtime wage compensation to which they are legally entitled. This situation can be observed in certain companies, which become the focus of this study in relation to the implementation of legal protection for workers who work beyond the prescribed working hours. This research aims to examine and analyze the implementation of overtime working hour provisions and the payment of overtime wages for workers employed under Fixed-Term Employment Agreements (PKWT). To achieve this objective, the study employs empirical legal research using a juridical-empirical approach, also known as a sociology of law approach, supported by field data obtained through a case study of companies employing PKWT workers. The results of the study indicate that many companies have not yet fully implemented overtime provisions in accordance with applicable regulations, both in terms of working hour limits and the provision of overtime wage compensation.</i></p>

INTRODUCTION

Essentially, every human being has various needs that must be fulfilled; therefore, humans are required to work in order to meet all that is needed and desired. In the process of working, humans require stability and welfare, both for themselves and for their families. Providing employment opportunities to the public through job creation

is one of the efforts undertaken by the government to implement the principles set forth in the constitution.

Humans have the option to work independently or to work for others, such as institutions or companies. Therefore, every company, whether large or small, requires workers to develop its business activities. The presence of a company automatically creates a demand for workers, whose rights must be respected because they are human beings, not machines. The welfare of workers benefits employers in running their business. Labor serves as a primary driver for various other factors and is a key factor in a company's success in achieving its objectives. A company cannot function optimally without its workers.

To ensure legal certainty in the field of employment, the government has accommodated the development of the business world by enacting Law Number 13 of 2003 on Manpower (Employment Law). This law covers various aspects, including regulations related to employment relationships, wage and welfare protection, industrial relations, and termination procedures. These regulations aim to prevent potential losses for both parties, whether employers or workers, so that both feel legally protected and to anticipate arbitrary actions by employers against workers.

Agreements have become a common practice in society to carry out actions that have legal consequences. In general, agreements can be understood in both a broad and narrow sense. Broadly, every agreement produces legal consequences according to the intentions of the parties involved (Syaputra, 2021).

A work agreement involves only two parties, namely the employer and the worker. The content of the agreement, whether written or verbal, is entirely determined by the mutual consent of the employer and the worker. If one party does not agree, the work agreement cannot be established according to the provisions. The implementation of a work agreement will run smoothly if both parties agree without any pressure. Experts define a work agreement as an agreement between a worker and an employer, characterized by components such as the payment of agreed wages or salary, and the existence of a hierarchical relationship that allows the employer to issue instructions which must be followed by the worker (Indra, 2017).

Article 1, point 15 of Law Number 13 of 2003 on Manpower (Employment Law) states: "An employment relationship is a relationship between an employer and a worker/laborer based on a work agreement that contains elements of work, wages, and orders." The meaning of this article is that an employment relationship occurs when there is a work agreement between the employer and the worker/laborer which includes work, wage payment, and instructions. This emphasizes that an employment relationship is established through an agreement that regulates these elements (Sitanggang, 2020).

The existence of a work agreement in a company can be traced back to the moment a job applicant is accepted as a worker, whether as a permanent worker or a

non-permanent worker (fixed-term or indefinite-term worker). Work agreements in a company can be divided into fixed-term employment agreements and indefinite-term employment agreements. Both types of agreements are related to the duration of a person's work under the employer, which may be either limited or unlimited (Soraya, 2023). Nowadays, employment-related issues still frequently occur despite the existence of regulations. The proliferation and rapid growth of companies also affect the conditions of workers. Common problems include non-payment of overtime wages and violations of employee working hours in accordance with the Manpower Law (Ramaputra, 2020).

Working hours are an essential element in the operation of a company. Employee work schedules are often determined by management based on business needs, government regulations, and the capabilities of individual employees. Planning work for the future is an important step in improving time management. Without careful planning, there is no guarantee that the tasks carried out will align with the objectives to be achieved.

Working hours refer to the specified period during which employees are permitted to work in a company. This time span usually covers certain hours in a day or week during which employees are expected to be present at the workplace and complete the assigned tasks. Regulations concerning working hours, as stipulated in Law Number 13 of 2003 on Manpower (Employment Law), must be implemented and adhered to by employers. The provisions regarding working hours are outlined in Article 77, paragraph (2) of Law Number 13 of 2003 on Manpower, which states:

- a. "7 (seven) hours per day and 40 (forty) hours per week for 6 (six) working days in one week; or
- b. "8 (eight) hours per day and 40 (forty) hours per week for 5 (five) working days in one week."

However, there are certain business sectors or types of work where the standard working hour regulations do not apply. The rules regarding working hours in these specific sectors or types of work are governed by Minister of Manpower Decrees. Currently, three decrees have been issued, each regulating a particular business sector or type of work. As a result, the business sectors or types of work that are allowed to implement working hours outside the provisions of Law Number 13 of 2003 on Manpower (Employment Law) include the Energy and Mineral Resources (ESDM) sector, General Mining, and Fisheries.

Rest periods are not included in working hours. Article 79, paragraph (2), letter a of Law Number 13 of 2003 on Manpower states that:

"Companies must provide rest periods during working hours, of at least half an hour after workers have worked continuously for 4 hours, and these rest periods are not included in working hours."

In addition to regulating normal working hour limits, the legislation also recognizes overtime work, which refers to working hours that exceed the normal working hours. Overtime is a term used to describe working hours that go beyond the limits set by law or government regulations, including work on weekly rest days and/or official holidays. Regulations regarding overtime are also explained in the Job Creation Law, which stipulates a maximum of 4 hours per day and 18 hours per week. If the established working hour limits are exceeded, the additional hours are considered overtime, and workers are entitled to receive overtime pay.

The consent of the worker to perform overtime work is a required condition as stipulated in Article 78, paragraph (1) of Law Number 13 of 2003 on Manpower (Employment Law) and Article 28 of Government Regulation Number 35 of 2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Hours, Rest Periods, and Termination of Employment. Furthermore, Article 188 of Law Number 13 of 2003 on Manpower emphasizes that a violation of the requirement to obtain the worker's permission before performing overtime work may result in criminal sanctions, including a fine of at least IDR 5,000,000.00 (five million rupiah) and a maximum of IDR 50,000,000.00 (fifty million rupiah). The meaning of this article is that the right to accept or refuse overtime work is an inherent right of the worker. In addition, the employer may be subject to legal sanctions if they force a worker to perform overtime work.

Based on Article 187, paragraphs (1) and (2) of Law Number 13 of 2003 on Manpower (Employment Law), if an employer fails to pay overtime wages, they may be subject to criminal sanctions, including imprisonment for a minimum of 1 (one) month and a maximum of 12 (twelve) months and/or a fine of at least IDR 10,000,000.00 (ten million rupiah) and at most IDR 100,000,000.00 (one hundred million rupiah). This criminal act is classified as a violation offense.

This means that a company that implements working hours exceeding 7 hours per day for 6 days a week or 40 hours per week, or 8 hours per day for 5 days a week, including working hours on weekly rest days and official holidays established by the government, is considered to be requiring overtime work. As a result, workers are entitled to receive overtime pay.

In practice, there is naturally an imbalance of power between employers/managers and workers. Therefore, it is necessary to provide protection to workers against all risks that may arise during the performance of their work. Risk is defined as the uncertainty factor of an activity we undertake, both within and outside the employment relationship (Abdullah, 2018).

This includes violations of regulations concerning overtime working hours and overtime wage payments in certain companies. One company that is the focus of this study regarding the implementation of legal protection for contract workers who work beyond the prescribed working hours is PT. Albany Corona Lestari. This company

often requires its employees to work under conditions that necessitate overtime. This was confirmed by a contract worker at the company. The author conducted a preliminary study on Thursday, October 19, 2023, involving a contract worker at the Indomaret branch in Driyorejo, Gresik. The contract worker stated that if there is unfinished work, employees are required to complete it, resulting in working hours longer than the prescribed limits. However, work performed under high-intensity conditions does not result in workers receiving their entitled rights. As a result, employees at Indomaret, Kota Baru Driyorejo branch, Gresik, often work beyond the prescribed working hours without receiving overtime pay, and such extra work is merely regarded as loyalty to the company.

Based on the description above, the purpose of the author in conducting this study is to describe and analyze the implementation of overtime working hour provisions and overtime wage regulations for contract employees at PT. Albany Corona Lestari in accordance with the law. The study is entitled: "Implementation of Overtime Working Hour and Overtime Wage Provisions for Contract Workers at PT. Albany Corona Lestari."

METHOD

The method chosen by the author based on the case raised as the research title is an empirical legal research method, which involves observing legal facts as they occur within society (Masnun, Muh. Ali, Prasetyo, Dicky Eko, 2025)(Suteki & Taufani, 2020). This approach requires knowledge that can be observed and openly verified. The starting point of the observation lies in social realities or facts that exist and live within society as part of its way of life. Accordingly, the researcher seeks to describe, explain, and analyze legal facts concerning the implementation of overtime working hours and overtime wages for Indomaret contract workers based on the Manpower Law. The research approach method used in this study is a juridical-empirical approach, namely an approach that examines the law as it is applied and operates within society (Jonaedi Efendi, 2022).

RESULTS AND DISCUSSION

1. The Implementation of Legal Provisions on Overtime Working Hours for Contract Workers at PT Albany Corona Lestari.

Labor law regulates the employment relationship between workers/employees and employers (Nugroho, Arinto, Ronaboyd et al., 2024). An employment relationship that governs the relationship between workers and employers essentially contains the rights and obligations of the parties. The concepts of rights and obligations are always reciprocal in nature (Dicky Eko Prasetyo, Muh. Ali Masnun, Arinto Nugroho, Denial Ikram, 2024). The rights of workers or employees constitute the obligations of employers, and vice versa. An employment relationship cannot be separated from an employment agreement made by the parties. In

Indonesian law, some scholars translate this concept as an “agreement,” while others translate it as an “obligation” or “legal bond” (Suhartoyo, 2019).

Article 1 point 15 of Law Number 13 of 2003 on Manpower states that: “An employment relationship is a relationship between an employer and a worker/employee based on an employment agreement that contains elements of work, wages, and orders.” The meaning of this provision is that an employment relationship arises when there is an employment agreement between an employer and a worker/employee that includes work to be performed, payment of wages, and directions or orders. This provision emphasizes that an employment relationship is established through an agreement regulating these elements (Sitanggang, 2020).

A Fixed-Term Employment Agreement (Perjanjian Kerja Waktu Tertentu/PKWT) is an agreement that binds contract employees and freelance workers. The provisions governing PKWT are intended to provide legal protection for contract workers and to anticipate potential problems that may arise in the future. Employers, as parties with greater authority, should not act arbitrarily toward workers who perform their duties under the employers’ direction, because employers greatly depend on workers’ contributions in carrying out the company’s tasks and instructions. An employment relationship between the two parties can function properly when it complies with the provisions set forth in the employment agreement.

The clauses in the employment agreement require workers to comply with the general provisions governing the employment relationship that have been mutually agreed upon by the employer and the workers at PT Albany Corona Lestari. With regard to working days and working hours, these matters are regulated in the fixed-term employment agreement issued by PT Albany Corona Lestari, Indomaret Driyorejo Gresik Branch. Under these provisions, workers may be assigned tasks that must be completed outside the prescribed working hours, and workers are still required to complete such tasks with full responsibility.

In the content of the Fixed-Term Employment Agreement (PKWT) of PT Albany Corona Lestari, Article 3 paragraph (1) concerning working days and the implementation of work explains the working hour provisions applied by the company, namely:

“(1) The company’s effective working hours are 7 (seven) working hours per day for 6 (six) working days per week, or 8 (eight) working hours per day for 5 (five) working days per week.”

Based on the employment agreement described above, it can be concluded that the working hours implemented for Indomaret contract workers are 7 working hours per day for 6 working days in one week, or 8 working hours per day for 5 working days in one week.

To obtain more in-depth information regarding daily working hours at Indomaret Driyorejo Gresik Branch, the researcher interviewed six contract workers: Abiyu, Avif, Puput, Hanafi, Frisilia, and Viara.

Based on the results of the interview conducted by the author with Abbiyu, a contract cashier at Indomaret Driyorejo Gresik, on May 17, 2024, he stated: “This Indomaret does not operate 24 hours, so it only implements two work shifts. The first shift begins in the morning, from 06:30 to 15:00 WIB, but workers are required to be on standby from around 06:00 WIB. The second shift starts in the afternoon, from 14:30 to 22:00 WIB. Each shift is generally given a one-hour break, but the implementation is conditional. If the store is busy, the break is often only around thirty minutes. Additionally, if there are deliveries, workers’ finishing times can be delayed by one to two hours. Therefore, the total working hours per day can reach approximately ten to eleven hours, and the duration is not consistent every day.”

Another opinion was expressed by Avif, who stated that the working hours are set at 7 (seven) hours per day, as stipulated in the employment agreement at the beginning of the employment period. However, in practice, working hours often exceed this provision, sometimes extending by 2–3 hours if there are unfinished tasks. Furthermore, Puput, a sales associate, also explained that working hours at Indomaret are conducted over 6 (six) working days per week, giving employees one day off per week. Even on national holidays or Sundays, employees are still required to work. The daily working hours in the store can reach more than 10 (ten) hours. The work system here implements two shifts, namely the morning shift and the afternoon shift. Shift assignments are usually communicated well in advance, allowing employees to adjust and manage their schedules accordingly. Viara also stated that employees at this workplace work 6 days a week, with daily working hours ranging from 8 to 9 hours, and sometimes even more.

Based on information from contract workers at Indomaret Driyorejo Gresik Branch, it can be concluded that the working hours of Indomaret contract workers exceed 7 hours per day for 6 working days per week. In addition, they also work on national holidays or religious holidays, with weekly days off scheduled on a rotating basis.

Legislation also recognizes overtime, or working hours that exceed the normal working hours. If the established working hour limits are exceeded, the regular working hours are considered overtime, and workers are entitled to receive overtime pay. The researcher conducted interviews with several contract workers at Indomaret Driyorejo Gresik to obtain more in-depth information regarding overtime at this branch.

Based on an interview conducted by the author with Abbiyu, a contract cashier at Indomaret Driyorejo Gresik, on May 17, 2024, he stated: ‘As I mentioned earlier, at this Indomaret, work often exceeds the normal working hours, which should be

7 (seven) to 8 (eight) hours, reaching 10 (ten) to 11 (eleven) hours per day. Although the work extends by 2 (two) to 3 (three) hours, it is not considered overtime; it is only regarded as a demonstration of loyalty. Overtime is generally recognized only on national holidays or when covering for a colleague who is absent.' Furthermore, Frisilia and Hanafi, both cashiers, also explained, 'Here, working beyond 7 (seven) hours is not counted as overtime.'

Based on the information provided by contract workers at Indomaret Driyorejo Gresik, it can be concluded that working hours exceeding 7 hours per day for 6 working days per week are not counted as overtime, but are considered merely a demonstration of loyalty. Overtime is recognized only when employees work on official holidays or religious holidays, or when substituting for a colleague who is absent.

It is known that the causes of overtime work originate from two factors: internal factors (arising from the work performed by employees, including company targets, task completion, and improvement of work results) and external factors (arising from employees themselves, including additional income and work experience). The impacts of overtime work include positive impacts (such as increased job satisfaction, higher income, and enhanced work experience) and negative impacts (such as work fatigue, decreased work motivation, boredom, and reduced concentration).

The Fixed-Term Employment Agreement (PKWT) of PT Albany Corona Lestari, in Article 3 paragraph (1) regarding Working Days and Implementation of Work, is in accordance with Article 77 of Law Number 13 of 2003 concerning Manpower, which stipulates 7 working hours per day for 6 working days per week, or 8 working hours per day for 5 working days per week. The employment agreement also states that the nature of continuous work requires that working hours remain applicable on official holidays. In addition, if tasks are not completed, employees are required to finish them outside regular working hours with full responsibility.

Viewed from the content of the employment agreement/contract of Indomaret contract workers and the regulations governing working hours, the working hours applied to Indomaret contract workers comply with the applicable labor laws. However, in practice, there are deviations. Employees who work beyond the stipulated working hours are not counted as overtime but are considered as a form of loyalty to the company.

2. The Implementation of Legal Provisions on Overtime Wages for Contract Workers at PT Albany Corona Lestari.

Remuneration, commonly referred to as wages, is the compensation that must be provided by the employer or company to workers/employees upon completion of their work. This is in accordance with the provisions of Article

4 paragraph (1) of Government Regulation Number 36 of 2021 concerning Wages. The central government establishes wage policies as part of efforts to fulfill workers' rights to a decent livelihood in accordance with the principles of humanity.

The rights of contract workers regarding wages are regulated in the Fixed-Term Employment Agreement (PKWT), which states that workers will receive wages according to their assigned positions. Wage payments are made monthly via direct transfer, no later than the last day of the month. The regulations governing wages are contained in Government Regulation Number 36 of 2021 concerning Wages, which repeals Government Regulation Number 78 of 2015 concerning Wages (Ade Soraya, 2023).

Article 88 paragraph (3) of Law Number 13 of 2003 regulates various wage policies aimed at protecting workers' rights. These policies include minimum wages, wages for overtime work, wages for absences due to valid reasons, wages for time spent on activities outside assigned duties, wages during rest periods, forms and methods of wage payment, rules regarding fines and wage deductions, components considered part of wages, proportional wage structure and scale, as well as wages for severance pay and income tax calculations.

Regarding the implementing regulation, in 2004, the Minister of Manpower and Transmigration of the Republic of Indonesia issued the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia Number KEP.102/MEN/VI/2004 concerning Overtime Work Hours and Overtime Pay. Overtime work refers to the work performed by employees that exceeds the prescribed regular working hours. The provisions regarding overtime pay and working hours are clearly regulated in Ministerial Decree No. KEP.102/MEN/VI/2004 on Overtime Work Hours and Overtime Pay (Wijayanti, 2018). Overtime may be performed during regular working hours, on holidays, or during rest periods. Companies are obligated to pay overtime as part of workers' rights. For employers, fulfilling the obligation to pay the minimum wage and overtime wages is a responsibility that must be implemented (Budiartha, 2016).

Regarding the regulation of the employer's obligation to assign workers to work beyond regular hours/overtime and the method of wage payment, these are clearly stipulated in this Ministerial Decree from Articles 7 to 10. The provisions of Articles 7 to 10 of the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia Number KEP.102/MEN/VI/2004 concerning Overtime Work Hours and Overtime Pay are as follows:

Article 7

(1) "Companies that employ workers/employees for overtime are obligated to:

a. pay overtime wages;

- b. provide adequate rest opportunities;
 - c. provide food and beverages totaling at least 1,400 calories if the overtime work is performed for 3 (three) hours or more.
- (2) The provision of food and beverages as referred to in paragraph (1) letter c may not be substituted with money.”

Articles 8 to 10 regulate the system for paying employees who work beyond regular hours. The contents of these articles are as follows:

Article 8

- (1) “Overtime pay is calculated based on the monthly wage.
- (2) The hourly wage is calculated as 1/173 of the monthly wage.”

Article 9

- (1) “If employees are paid daily, the monthly wage is calculated as the daily wage multiplied by 25 (twenty-five) for employees working 6 (six) days per week, or multiplied by 21 (twenty-one) for employees working 5 (five) days per week.
- (2) If employees are paid based on output, the monthly wage is the average of the last 12 (twelve) months’ wages.
- (3) If employees have worked less than 12 (twelve) months as referred to in paragraph (2), the monthly wage is calculated based on the average wage during the period worked, with the condition that it must not be lower than the local minimum wage.”

Article 10

- (1) “If the wage consists of a basic wage and fixed allowances, the basis for calculating overtime pay is 100% of the wage.
- (2) If the wage consists of a basic wage, fixed allowances, and non-fixed allowances, and the sum of the basic wage and fixed allowances is less than 75% of the total wage, the basis for calculating overtime pay is 75% of the total wage.”

Based on the provisions in the Ministerial Decree above, the regulations regarding overtime work hours and overtime pay are clearly and comprehensively stipulated. Therefore, employers are obliged to implement them.

Article 1, paragraph 1 clearly states that if working hours exceed the established limit, the employer is obliged to pay overtime wages to the employees. The calculation of overtime pay must have legal force. Accordingly, the government has stipulated in Article 11 of the Ministerial Regulation No. 102/MEN/VI/2004 concerning Overtime Work Hours and Overtime Pay that the method of calculating overtime pay is as follows:

- a. If overtime is performed on a regular working day:
 - 1. The first hour of overtime must be paid at 1.5 (one and a half) times the hourly wage.

2. Each subsequent hour of overtime must be paid at 2 (two) times the hourly wage.
- b. If overtime is performed on a weekly rest day and/or official holiday for a 6-day, 40-hour workweek:
1. Overtime pay for the first 7 (seven) hours is paid at 2 (two) times the hourly wage, the eighth hour is paid at 3 (three) times the hourly wage, and the ninth and tenth hours are paid at 4 (four) times the hourly wage.
 2. If an official holiday falls on the shortest working day, overtime pay for the first 5 (five) hours is paid at 2 (two) times the hourly wage, the sixth hour is paid at 3 (three) times the hourly wage, and the seventh and eighth hours are paid at 4 (four) times the hourly wage.
- c. **If overtime is performed on a weekly rest day and/or official holiday for a 5-day, 40-hour workweek:** Overtime pay for the first 8 (eight) hours is paid at 2 (two) times the hourly wage, the ninth hour is paid at 3 (three) times the hourly wage, and the tenth and eleventh hours are paid at 4 (four) times the hourly wage.

To gain more in-depth information regarding overtime pay at Indomaret Driyorejo Gresik branch, the researcher conducted interviews with several contract workers at Indomaret Driyorejo Gresik. Based on an interview conducted by the author with Abbiyu, a contract cashier at Indomaret Driyorejo Gresik, he stated: 'Overtime pay is usually received only on national holidays or when covering for a colleague who is absent. Daily overtime is not paid because exceeding regular working hours is not counted as overtime; it is merely considered a demonstration of loyalty, so no overtime pay is provided.' Furthermore, Puput Dita explained Regarding working more than 10 (ten) hours per day, as I mentioned earlier, this is not considered overtime, so no overtime pay is given for that. However, if employees are assigned shifts on official holidays or substitute for a colleague who is absent, they usually receive overtime pay. This practice may not apply to all Indomaret branches, but it is common. Nevertheless, the regional minimum wage here is already being implemented.

The Area Supervisor also stated in an interview on July 28, 2024: 'Here, working hours are 7 (seven) hours per day for 6 (six) working days per week, as stipulated in the Employment Agreement. Indomaret stores may operate with either 3 shifts or 2 shifts. The 3-shift system applies to 24-hour stores, while this branch only has 2 shifts. The first shift runs from 06:30 in the morning until around 15:00 in the afternoon, and the second shift runs from approximately 14:30 until the store closes around 22:00–23:00. However, this is conditional, depending on store busyness and employees' targets. If employees meet daily, weekly, or monthly targets efficiently, their finishing times are not delayed. Employees are trained to work quickly so that tasks do not accumulate. Regarding overtime pay, contract workers are guaranteed payment if there is an official Overtime Work Order.'

From these statements, it is evident that there is an imbalance between employees and the employer, with only one party—the employer—benefiting. Although Indomaret employees receive wages in accordance with the regional minimum wage, overtime that is not recognized as official overtime results in contract workers not receiving overtime pay. This situation is disproportionate to the actual working hours carried out by employees in meeting company demands. The weak position of employees makes it difficult for them to voice concerns or complaints. Consequently, workers are forced to comply with all company demands, as they depend on their own and their families' welfare.

CONCLUSION

Based on the discussion regarding the implementation of overtime working hour and overtime wage provisions for contract workers at PT. Albany Corona Lestari, it can be concluded that:

1. Implementation of overtime working hour provisions for contract workers at PT. Albany Corona Lestari: Based on the research findings, although the work agreements made between the company and PKWT (Fixed-Term Employment) workers comply with the prevailing laws and regulations, particularly Law Number 11 of 2020 on Job Creation and Government Regulation Number 35 of 2021, in practice the company still requires workers to work beyond the regulated working hour limits. This indicates a discrepancy between the normative provisions in the work agreement and their implementation in the field, resulting in workers' rights to reasonable working hours not being optimally protected.
2. Implementation of overtime wage provisions for contract workers at PT. Albany Corona Lestari: The implementation does not comply with the applicable laws and regulations. Working hours that exceed the legal limits are not recognized as overtime by the company, so PKWT workers do not receive compensation in the form of overtime pay as regulated in Articles 78 and 85 of Law Number 13 of 2003 in conjunction with Law Number 11 of 2020 on Job Creation and Government Regulation Number 35 of 2021. This situation constitutes a violation of the normative rights of contract workers, which should be protected under labor law.

SUGGESTION

Based on the results of the research, several recommendations can be proposed as considerations for the relevant parties, as follows:

1. PT. Albany Corona Lestari is expected to pay greater attention to the implementation of overtime working hour provisions in accordance with the prevailing laws and regulations. This is important to ensure that there is no discrepancy between the contents of the work agreements and their

implementation in practice, so that workers' rights are protected and the employment relationship can be maintained harmoniously.

2. PT. Albany Corona Lestari is expected to provide overtime wage compensation to contract workers who work beyond the prescribed working hours as regulated by law. Providing proper overtime pay is not only a fulfillment of legal obligations, but can also enhance workers' motivation, welfare, and loyalty to the company.

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