

The Validity of Fixed-Term Employment Contract With The Remote Working Concept Based on Indonesian Laws

Isdian Anggraeny¹, Nur Putri Hidayah², Sholahuddin Al-Fatih³
{isdian@umm.ac.id, nurputri@umm.ac.id, sholahuddin.alfath@gmail.com}

^{1,2,3}Faculty of Law, University of Muhammadiyah Malang, Indonesia

Abstract. Industrial era 4.0 is an era in which almost everything that exists is integrated with the internet (*internet of things*), including employment which supports the development of remote working in Indonesia. Remote working by using a specific time work agreement carried out through electronic transactions must of course be reviewed with three regulations, namely the Civil Code, the Manpower Law, and the Information and Electronic Transactions Law. Moreover, in fact, the issue of work agreements for a certain time in Indonesia often occurs. Therefore, this paper aims to examine: 1) What is the model of a particular time labor agreement with the Remote Working concept?; 2) How is the validity of a certain time work agreement with the *remote working concept* based on Indonesian Law?. Using normative juridical research methods, it is known that a fixed-term employment contract with remote working concept is in principle the same as a specific time work agreement in general which must be subject to the Manpower Law. Based on the three regulations, the validity of a fixed-term employment contract with the concept of remote working in Agreement Number: 17/PKWT/PT XX/VIII/2019 is considered invalid and weak against its proof.

Keywords: Validity; fixed-term employment contract; Remote Working.

1 Introduction

The development of information and communication technology currently occurs very rapidly and provides many changes in all fields, like in the social, cultural, economic, and other fields. This Development requires every sector to reform, especially in the aspect of technological mastery. Such conditions are part of the Industrial Revolution 4.0 which requires each sector to make full use of information and communication technology.[1] This has an impact on the development of global markets with increasingly dynamic nature and the birth of the concept of the industrial internet of things.[2] Industrial internet of things is a device on the internet that can be used to communicate with other people who are not only in close range but can cross various networks, thus creating closer distance relationships.[3] This of course provides convenience for the global community which in turn gives birth to the implementation of internet-based production. This is as conveyed by the Minister of Industry of Indonesia that the Industrial Revolution 4.0 is one of the efforts to make changes towards

improvement by utilizing the development of the online world in the industrial world whose processes are carried out with the internet.[4]

The 4.0 Industrial Revolution is supporting the development of new concepts of work in several sectors. The concept of working is a working concept that uses a remote work method or referred to as remote working.[5] Remote working is a condition where workers do work with remote control work done anywhere, even at home.[6] The concept of remote working is born not only because it is supported by the development of information technology, but also because of the different leadership characteristics, views, and perspectives on the world of work.[7] The characters, views, and perspectives of work are closely influenced by the era of birth which is then classified in the concept of the Multigeneration workplace.[7]

The concept of *remote working* is currently increasingly popular in Indonesia, even the Government of Indonesia through the Ministry of National Development Planning will apply this concept to Civil Servants.[8] This is of course influenced by several views that *remote working* has many advantages that can be obtained from both the workers and employers. Based on research from Nicholas Bloom, *Remote Working* has a positive impact on employees because employees who apply to work from home have high satisfaction with their work.[9] Besides, they can be more focused, have a better family life, do not need to travel to save more money because they do not need to use routine transportation to the office every day. From the entrepreneur side, the positive impact obtained is that they can obtain a professional workforce from various regions, do not need to prepare workspace and equipment, and certainly do not need to issue transportation allowances.

Like *office work*, *remote work* certainly also creates a legal relationship between Employers and Workers because the engagement that arises between them is due to an agreement in the form of a work agreement. After the agreement is made by the parties, then the legal actions cause a legal relationship which essentially raises the rights and obligations owned by each party.[10] Legal relations in this case by Article 1 Number 15 of the Law Number 13 of 2013 concerning Manpower (hereinafter referred to as Manpower Law) are referred to as Employment Relations which have elements of work, wages, and orders.[11] Employment relationships between employers and workers must be made with an employment agreement, either through a fixed-term employment contract or an Unspecified Time employment contract.[12] Regarding the employment agreement, Article 51 in the Explanation of the Manpower Law explains that in principle the work agreement is made in writing, but by looking at the diverse conditions of the community in Indonesia, it is also possible for an employment contract to be made verbally with several arrangements.[11]

Employment contract according to the Manpower Law are divided into two types, namely a fixed-term employment contract and an Unspecified Time employment contract. Based on these two types of agreements, fixed-term employment contract often cause problems in the world of employment. Issues fixed-term employment contract or generally known as contract labor systems often dominate from several labor cases handled by the Department of Manpower and Transmigration.[13] Of course, this is one of the writer's attention to take one example of a fixed-term employment contract associated with the concept of remote working which in practice is done through electronic transactions. An example of a case of a working relationship with the concept of remote working is between XX company and Mrs. Y Y. Company X is a company engaged in Information Technology with a holding company in Singapore and has branches in Jakarta, Indonesia. Acting for and on behalf of XX Company, the director of Mr.XX recruits workers named Mrs. YY. Between the two there is a working relationship that is bound through a fixed-term employment contract since 1 August 2019.

Mrs. YY works with a job position as a Back-end-Developer. Until now Mrs. YY is still a work in XX Company (Interview, 5 January 2020).

Based on the agreement signed by Mrs. YY, there are several problems. In essence, the Parties bound in the employment contract certainly cannot make a employment contract that deviates from the provisions of the legislation, specifically the Manpower Law. However, in a employment contract between XX company and Mrs. YY stated in the fixed-term employment contract Number 17 / PKWT / PT XX / VIII / 2019 is identified as conflicting with the Labor Law, which is related to the Probation Period, place and date of the employment contract. According to the author, the issue of a fixed-term employment contract with the concept of remote work carried out through electronic transactions must, of course, be reviewed with three regulations, namely regarding 1) general agreement in the Civil Code; 2) employment agreements that are specifically regulated in the Manpower Law; and 3) Electronic contract regulated in Law Number 19 of 2016 concerning Amendment to Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the Electronic Information and Transaction Law). Therefore, this research will identify and analyze various matters related to the legal principle of work agreement with some formulation of the problem as follows: 1) What is the model of the fixed-term employment contract with the Remote Working concept?; 2) How is the validity of a fixed-term employment contract between employers and workers with the remote working Concept based on Indonesian Law ?.

In connection with the idea of this research it is known that previous studies discuss the following matters: implementation of work agreements in limited companies[12], analysis of Unspecified Time employment contract[14][15], analysis of legal relations between employers and freelancers but between them not tied to work relations but legal relations based on service agreements[16], discussing the assessment of growth in remote work and its consequences for effort, welfare and work-life balance[17], protection of workers in the 4.0 era[18], and the binding force of agreements work through electronic transactions. [19] Based on previous studies that have been described above, there has not been found any research that discusses the analysis of certain time work agreements in the case of legal relations between employers and workers remote working. This juridical analysis of the work contract aims to find the ideal format for a particular time contract between the employer and the worker with the concept of remote working based on Indonesian law. references.

2 Research Methods

The research method used in this study is normative juridical research that examines legal products in the form of regulations while still observing the reality that occurs in the community and relating to the problems in this study.[20] Legal materials used in this normative study include, legislation, books, work agreements, and other legal documents.[21] Approach methods used in this study include 1) Statute approach, which is a method of conducting an analysis of statutory regulations[22]; 2) Concept approach, which is a method by conducting studies and understanding of legal concepts[23]. The technique used to analyze is by using the interpretation system, such as grammatical interpretation, and systematic interpretation.

3 Results and Discussion

3.1 Model of Fixed-Term Employment Contract With The Remote Working Concept

Fixed-Term Employment Contract is one form of employment agreement in Indonesia. Yunus Shamad in the *Fitrhiatus Shalihah Journal* believes that the employment agreement is part of the source of labor law.[24] In full, Shamad identified the sources of labor law consisting of: statutory regulations, customs and habits, decisions of Officials or Government Agencies, Treaty, Labor Regulations, and employment Agreements.[24] Under Article 56 of the Manpower Law, there are two kinds of employment agreements, which are employment agreements that can be made for a certain time (a fixed-term employment contract) and employment agreements for an indefinite time (an Unspecified Time employment contract). Furthermore, Article 56 Paragraph (2) of the Manpower Law further elaborates on work agreements referred to as certain time agreements, namely work agreements based on the period and completion of an occupation. At a fixed-term employment contract is limited to a maximum of three years and in general the community knows as a contract employee, while the employment contract does not have a fixed time limit that is generally the public knows as a permanent employee. In more detail, the understanding of both of them is regulated in Article 1[25] of the Decree of the Minister of Manpower and Transmigration of the Republic of Indonesia. Article 1 number 1[25] explains that a fixed-term employment contract is an employment agreement between the employee and the employer within the scope of work that aims to establish employment relations within a predetermined period of time or for a predetermined occupation. While the definition of an Unspecified Time employment contract is explained in Article 1 number 2[11] which means: an employment agreement made between the employee and the employer to establish a permanent employment relationship.

Based on the conditions in Indonesia that are different from developed countries, the country of Indonesia as a developing country still has a tendency that workers in Indonesia prefer to be bound in work relationships that are permanent in one company.[24] This is understandable because there are some rights from employees with Unspecified Time employment contract not obtained by employees with a certain time work status for example: 1) Fulfillment of the company's obligations in providing civil rights to workers is only at the highest wage of working period that has not been expires at the time of termination of the employment relationship unilaterally by the company before the agreed time, and 2) The employer has no obligation to provide severance pay or other rights as time workers do not specify when the employment relationship has ended. In this position, a fixed-term worker approves the action because it requires a job. Although on the other hand, Unspecified Time Workers expect to become Indefinite Time Workers /Permanent Workers in a Company. The impact, sometimes in practice, is that a Certain Time Work Agreement that has exceeded three years and wants to be extended by the Employee /Employer is made by not mentioning the extension of a fixed-term employment contract, but rather by renewing a fixed-term employment contract.[26]

After knowing the differences between the two types of employment agreements that exist in Indonesia, then the next author will focus more on discussing the fixed-term employment contract because as the Author has explained previously that fixed-term employment contract often cause various kinds of problems among Indonesian people. The problem with the fixed-term employment contract is of course already being realized by the Government of Indonesia so that the Manpower Law was established as a form of protection for workers. The protection of workers is to guarantee workers the basic rights of workers and provide guarantees for

equal opportunities and treatment and without discrimination from the Employer, which in the end will bring prosperity to workers and their families while maintaining economic stability in the business.[11] This Manpower Law is a legal umbrella of Labor Law and serves as a basic guideline for making employment agreements, including a fixed-term employment contract. Therefore, in any form of work methods (including Remote Working), the employment relationship between Employers and Workers must be subject to the Manpower Law.

Remote working is another naming of remote work (telecommuting). Remote work develops over time which was originally known as 'electronic homework', develops into 'telecommuting', then 'flexiwork', and in the end the naming of remote work develops in various forms, such as: 'remote working', 'distance working' 'or' 'outwork'. [27] Furthermore, according to Konradt, Schmook, and Malecke in Oswar Mungkasa, it is argued that remote work is a method of working in an organization that is carried out partially or completely outside conventional offices with the help of telecommunications and information services.[27] Thus, Remote working has 3 characteristics that distinguish it from office working, namely: the place / location of work done outside the office, flexible time / schedule, and the existence of modern communication and information technology utilization.

Remote working does have both positive and negative impacts[27] on Workers and Employers, but its existence still needs to be studied further in the scope of labor law, especially in work agreements that underlie the emergence of remote work and are a part of Manpower Law. In addition, basically, remote working (as always Office Working) also creates a legal relationship between Employers and Workers based on an agreement in the form of a employment contract/agreement. This employment relationship has elements of work, wages, and orders.[11] With the employment agreement, the legal relationship between workers and employers has a strong legality before the law. Especially if the work is a work with a certain time which by Article 57 of the Manpower Law must have a fixed-term employment contract in writing. As conducted by the Respondents (MRs. YY) who currently carry out work with the concept of remote working in Company XX.

Fixed-Term Employment Contract with the concept of remote working is in principle the same as Fixed-Term Employment in general (office working), as previously stated that the employment relationship between Employers and Manpower must be subject to the Manpower Law. Based on the results of an interview with Mrs. YY, the Employment agreement between Mrs. YY and XX Companies are done online or in the form of electronic mail. Systematic Fixed-Term Employment Contract on the employment contract Number 17/ PKWT/PT-XX/VIII/2019 includes:

- 1) Opening, which contains the time of making the contract;
- 2) Comparison, which contains the identity and position of the parties in the work agreement;
- 3) The premise, which explains the position and the main purpose of the parties to an employment agreement;
- 4) The contents of the Agreement, which contains 11 Articles governing: the time of the agreement, duties and placement, probation period, rights and obligations of the first party, rights and obligations of the Second Party, Annual Working Hours and Leave, Main Wages-Benefits-and Income Taxes, Confidentiality, termination of employment agreements, Disputes, and Closing. It is this part of the agreement that needs to be further studied with the Manpower Law.
- 5) Signatures of the parties.

Based on the systematics of a Fixed-Term Employment Contract in the employment agreement Number 17 / PKWT / PT-XX / VIII / 2019 certainly does not have a difference

with the work agreement in general. Regarding the clause that shows the workplace in the agreement, the company name is still written. In other words, there are no specific clauses regarding remote working systems.

3.2 The Validity of a Fixed-Term Employment Contract with the Remote Working Concept Based on Indonesian Law

Reviewing the validity of a Fixed-term employment contract with the concept of Remote Working that is listed in the Fixed-term employment contract Number 17/PKWT PT-XX/VIII/2019 is an effort to analyze and find out things that should be a guideline for the Employers/Employers and Workers to agree with each other by taking into account the interests of each other that does not harm each other and does not violate the provisions of the legislation. Mrs. YY relationship with Company XX was carried out based on the agreement signed by Mrs. Y Y. Furthermore, in the work agreement between XX company and Mrs. YY stated in the Fixed-term employment contract Number 17/PKWT PT-XX/VIII/2019 is identified as being in conflict with the Manpower Law. But according to the author, the issue of work agreements for a certain time with the concept of remote work carried out through electronic transactions must of course be reviewed with three regulations in force in Indonesia, namely regarding: 1) agreements in general in the Civil Code; 2) employment agreements that are specifically regulated in the Manpower Law; and 3) Information and Electronic Transaction Law. This is done so that the strength of a Fixed-term employment contract is strong before the law and can be used as evidence when a dispute occurs between the Company and the Worker. Based on the above problems, it is necessary for the writer to present an analysis of Fixed-term employment contract with the concept of Remote Working that uses a Fixed-term employment contract between Mrs. YY with Company XX Number 17/PKWT PT-XX/VIII/2019 as follows:

3.2.1 The Validity of Fixed-term employment contract in General agreement in the Civil Code.

The validity of a employment contract/agreement in general can be assessed based on the law of the agreement governing the legal conditions of the agreement listed in Article 1320 of the Civil Code. Based on Article 1320 of the Civil Code, the agreement stated before the law is an agreement that fulfills the four saints, namely: 1) there is an agreement for those who bind themselves; 2) the ability of the parties in making an engagement; 3) there must be a certain thing / object; and 4) fulfilling halal cause. These requirements can be categorized into two conditions, namely subjective conditions and objective conditions. Subjective conditions include conditions relating to the subject of the agreement, namely the terms of the agreement and the ability of the parties in making the agreement. Meanwhile, objective conditions include conditions relating to the object of the agreement, namely the existence of certain objects and causal causes. Identifying the fulfillment of the legal conditions of the agreement must be carried out by the parties at the beginning of the agreement or in the preparation stage of the contract design so that the parties should agree before the agreement (in this case the work agreement) to understand beforehand who he has made the agreement to and know clearly causa and object of agreement.[28] Based on the agreement Mrs. YY with Company XX Number 17 / PKWT / PT-XX / VIII / 2019, several problems were found in terms of halal agreements and causa. Meanwhile, certain Skill and object requirements have been met according to the provisions in the Civil Code. Following are issues related to the validity of

the employment agreement between Mrs. YY with Company XX Number 17 / PKWT / PT-XX / VIII / 2019:

- 1) There is no signing of the employer in the Fixed-term employment contract as proof of agreement.

Regarding the agreement in the Contract can be interpreted as awareness to mutually guarantee the fulfillment of the rights and obligations of each party. The agreement is the initial step of the parties to commit themselves to the agreement. Therefore, as stated by Kartini Muljadi and Gunawan Widjaja in Glenn Biondi that a binding agreement and applies to the parties in principle does not require a formality.[29] However, agreements which are part of certain legal actions must of course also be subject to other laws and regulations, as happened in the Manpower Law which requires that certain time work agreements must be made in writing. This is of course also to safeguard the interests of Workers and Employers / Employers in the future. In order to reach a legal agreement and protect the interests of each individual, the parties when making conformity will have to pay attention to several factors, namely the offer of the will to the other party, the statement of will expressly, the acceptance of the will of others, the statement of acceptance of the will of others , the application of the precautionary principle based on good faith, and the application of Article 1321 of the Civil Code.[30]

Fixed-term employment contract between Mrs. YY with Company XX Number 17/PKWT/PT-XX/VIII/201 can be known through proof of signature in the employment agreement. This signature evidence shows that the parties have agreed and know the contents of the agreement. In addition, the signature listed in the agreement is a form of consensus / agreement as well as deliberate between the two parties.[31] However, in the Fixed-term employment contract Number 17/PKWT/PT-XX/VIII/2019 there is only the signature of Mrs. YY as Workers. The Worker Party does not accept the return of the work agreement signed by the Company. In fact, it has been stated in Article 11 (Closing) paragraph 3 that the work agreement is made in duplicate namely one agreement for the First Party and one Party for the Second Party, each of which has the same legal force. Although, until now the implementation of the work agreement between Mrs. YY with Company XX runs as it should according to what has been stated in the agreement. Of course, this will not be a legal problem if the parties have good faith and carry out their rights and obligations accordingly. However, it would be different if it turns out that at the time of the implementation of the agreement there were problems from one of the parties or it turned out to be in bad faith. The position of the employment agreement does not have legal force, both from the Civil Code and the Manpower Law. In other words, the parties, both workers and employers, do not get legal protection because they do not meet the formal requirements that have been determined by the rules of law.

- 2) Non-fulfillment of halal cause due to not fulfilling the provisions of Manpower Law and regulations

Regarding halal causes is regulated in Article 1335 through Article 1337 of the Civil Code. As stipulated in Article 1337 of the Civil Code, because halal means that the agreement made by the parties must be in accordance with applicable law and does not violate decency or public order. If explained further, the halal cause in the agreement contains the following meanings:[32]

- a. A halal clause means the contents of the agreement do not conflict with public order, decency, and law;

- b. Because it is said to be false if held to cover the real cause;
- c. Because it is said to be forbidden if it is contrary to the law, decency, and public order; and
- d. An agreement without cause, if the intended purpose by the parties at the time of the agreement is not reached.

In contrast to subjective conditions, conditions relating to certain objects and halal causes are objective conditions in fulfilling the legal conditions of the agreement. If these objective conditions are not fulfilled by the parties, then the agreement can be *null and void*. As stated by Elly Erawati and Herlien Budiono that the agreement is null and void, meaning that the agreement was never born, and as such there was never an agreement.[33]

Related to the Fixed-term employment contract between Mrs. YY with Company XX Number 17/PKWT/PT-XX/VIII/2019, obtained provisions that violated the Manpower Law. Based on the agreement, the provisions relating to the Probation Period are found in Article 3 paragraph 1 which states that: "The Second Party must undergo a Probation Period for a maximum period of 3 (three) months from August 1, 2019 to November 1, 2019". This is of course contrary to the provisions of the Manpower Act stated in Article 58 which states that a certain time employment agreement cannot require a trial period and if this is included then the required probation period is null and void by law.

Both of these provisions certainly represent the quality of a fixed-term employment contract in fulfilling the legal conditions of the agreement under Article 1320 of the Civil Code. Failure to fulfill the legal conditions of the agreement will result in legal consequences, which can be canceled and / or null and void by law. If the agreement does not meet the subjective conditions, the agreement can be canceled by the judge on the basis of the request of an incompetent party or party who is not free to give an agreement. This cancellation is limited to 5 years based on Article 1454 of the Civil Code. Meanwhile, if it does not meet objective conditions, then the agreement is null and void which results in the agreement being considered to never exist so that there is no basis for an engagement between the parties.

3.2.2 The Validity of Fixed-term employment contract in Fixed-Term Employment Contract that are specifically regulated in the Manpower Law

The Manpower Law is a legal umbrella of labor provisions in Indonesia, including the provisions of the employment agreement. In practice, work agreements (both certain time work agreements and non-specified time work agreements) are made unilaterally by the employer / entrepreneur without any negotiation with the Prospective Workers. Prospective Workers are only given the choice of agreeing or not agreeing to the work agreement. However, the matter of concern is whether the substance of the employment agreement contains clauses that are prohibited by the Manpower Law, irrationality, and non-compliance. The provisions of the employment agreement in the Manpower Law are coercive, meaning that the parties bound in the work agreement cannot make the work agreement deviate from the provisions of the labor laws.[27] The provisions of certain time work agreements in the Manpower Law are regulated in Article 52, Article 54, Article 57, Article 58, and article 59. The provisions in the work agreement must certainly be considered by employers in making the contents of the agreement. This is due to the government's involvement in overseeing the

Specific Time Work Agreement. The Indonesian government is serious about protecting the rights of workers by imposing sanctions on employers who try to ignore their obligations to the rights of workers, such as providing social security to workers.[34]

Manpower Law provides characteristics of agreements that are categorized as specific time work agreements, namely: (Article 59 of the Manpower Law)

- a. work done once completed or temporary;
- b. work planned for completion of the work within a short / short period of time and no later than 3 (three) years;
- c. work that has a seasonal nature or at a certain time; or
- d. work related to renewal or still in trial or exploration.

Work agreements are generally made based on four things, namely: agreements agreed upon by Workers and Employers, the ability and authority to take legal action, the existence of work promised to be performed by Workers, and such work does not conflict with politeness, public order, and statutory regulations in Indonesia. This is based on Article 52 paragraph (1) of the Manpower Law. If examined further, in essence the provisions of Article 52 paragraph (1) are duplications of the provisions of the legal conditions of the agreement provided for in Article 1320 of the Civil Code. The legal consequences determined by Article 52 paragraph (2) and (3) of the Manpower Law are also the same as the provisions in the Civil Code that is can be canceled or null and void by law. Therefore, it is known which formulation of the Fixed-term employment contract between Mrs. YY with Company XX that is not in accordance with the Manpower Law, namely: the agreement of both parties and the work promised not to conflict with public order, decency, and applicable laws and regulations. Related to Agreement Number 17/PKWT/PT-XX/VIII/2019 that is contrary to the Manpower Law, namely the inclusion of probation which is contrary to Article 58 of the Manpower Law. Provisions for this probation by Article 58 paragraph (2) of the Manpower Law are null and void.

Furthermore, Article 54 of the Manpower Law regulates matters that must be in a minimum in an employment agreement. In this regard, the following is a systematic comparison of work agreements based on the Manpower Act with a systematic Work Agreement on Specific Time Number 17/PKWT/PT-XX/VIII/2019:

Table 1. Fulfillment of Fixed-term employment contract Number 17/PKWT/PT-XX/VIII/2019 with Systematic Employment contract According to the Manpower Law

Comparator (Article 54 of the Manpower Act)	Contents of Agreement Number 17 / PKWT / PT-XX / VIII / 2019	Information on
name, company address, and type of business	listed	complete
names, sexes, ages, and addresses of workers / laborers	listed	complete
positions or types of work	listed	Software Developer
Where works	listed	Listed, but does not show explicitly and does not describe the concept of remote working. Even though in reality it is done by Remote Working, the
the amount of wages received and the method of payment	listed	Complete related to Wages, Benefits and Income Taxes

general provisions concerning working conditions that govern the rights and obligations held by each party	listed	Rights and Obligations of First Party Rights and obligations of the Second Party
The time the work starts and the length of the work agreement period	listed	within two (2) years of
the place and date of the employment agreement made by the Worker and the Employer	listed with records	only date, not explained employment contract made
the signatures of the Worker and the Employer in the agreement	listed with records	Only Second party as Workers (furthermore there is no reversal of the agreement with the complete signature of the company) which is contrary to article 54 paragraph 3 of the Manpower Law.

3.2.3 The Validity of Fixed-term employment contract in electronically specifically regulated in the Information and Electronic Transactions Law

Work agreement Number 17/PKWT/PT-XX/VIII/2019 is a work agreement with a remote working system that processes the job application until the agreement in the agreement is done online. This electronic implementation by the State of Indonesia has been regulated in the Electronic Information and Transaction Law and the implementing regulations, namely Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Transactions and Systems. Provisions on the Electronic Information and Transaction Law and PP of the Implementation of Electronic Transactions and Systems are part of the rules that resolve problems if this electronic transaction raises a dispute, one of which is related to proving electronic transactions before the court. According to Article 1233 of the Civil Code, if one of the parties in the agreement does not fulfill the achievement that has been agreed (default) so that the consequences of the act committed will result in material losses. Therefore, the adverse action resulting from one of the parties who did not carry out their responsibilities following the agreement agreed upon through an online agreement can be sued legally through the court. [35]

Article 1 number 17 of the Electronic Information and Transaction Law, an electronic contract is an agreement of the parties made through an electronic system. Furthermore, in Article 1 number 13 it is determined that the signatory is a legal subject that is associated or related to the Electronic Signature. The Law on Information and Electronic Transactions in principle is the basis for regulating electronic transactions through internet media such as mobile computers and others, so that these activities result in legal actions that can be accounted for.[36] Therefore, the Information and Electronic Transaction Law also applies in certain time work agreements Number 17/PKWT/PT-XX/VIII/2019 which is carried out through electronic transactions because the employer and prospective workers are in different places.

Based on Article 5 through Article 12 of the Electronic Information and Transaction Law, it is explained that the electronic documents and /or printed outputs are valid evidence in accordance with the applicable procedural law in Indonesia. Furthermore, Article 11

paragraph (1) of the Information and Electronic Transaction Law has also regulated that the electronic signature requirements that have legal force and have legal consequences, namely:

- a. data for making Electronic Signatures are only listed in the name of the Signatory and during the electronic signing process directly under the authority of the Signatory;
- b. all changes that occur to the Electronic Signature can be known;
- c. all changes related to Electronic Information on Electronic Signature after the time of signing can be known;
- d. there is a special method used to identify who the Signer is related to; and
- e. there is a special way to prove that the Signatory has approved the related Electronic Information.

Noting the provisions of Article 11 paragraph 1 of the Information and Electronic Transaction Law, the *scanned* signature is considered as an electronic signature that has legal force and legal consequences if it can fulfill Article 11 paragraph (1) of the Information and Electronic Transaction Law. Therefore, if there is an appearance of an electronic signature, the proof is through proof of the formal requirements stipulated in article 11 paragraph (1) of the Electronic Information and Transaction Law. If it is associated with the existence of the signature of the scan as was done by the Second Party in Agreement Number 17 / PKWT / PT-XX / VIII / 2019 it will be quite difficult to prove the validity of the scan results. The legal strength of the results *scan* wet signature is very low, because the authentication function is very difficult to fulfill and the strength of the proof value is relatively weak.

4 Conclusion

A Fixed-term employment contract with the concept of remote working is in principle the same as a certain time working agreement in general (office working), as previously stated that the employment relationship between Employers and Workers must be subject to the Manpower Act. Based on the results of an interview with Mrs. YY, the work agreement between Mrs. YY and Company XX are done online or in the form of electronic mail. Systematic of Fixed-term employment contract in employment contract Number 17/PKWT/PT-XX/VIII/2019 includes: Opening, which contains the time of making the contract; Identity of the parties, which contains the identity and acting position of the parties in the work agreement; The premise, which explains the position and main purpose of the parties to an employment agreement; The contents of the Agreement, which contains 11 Articles governing: the time of the agreement, duties and placement, probation period, rights and obligations of the first party, rights and obligations of the Second Party, Annual Working Hours and Leave, Main Wages-Benefits-and Income Tax, Confidentiality, the termination of employment agreements, Disputes, and Closing. It is this part of the agreement that needs to be further studied with the Manpower Law; The parties' signatures. A Fixed-term employment contract with the concept of remote working carried out through electronic transactions must of course be reviewed with three regulations in force in Indonesia, namely regarding: 1) general agreement in the Civil Code; 2) employment agreements that are specifically regulated in the Manpower Act; and 3) the Electronic Information and Transaction Law. Sub-definitively Fixed-term employment contract Number 17/PKWT/PT-XX/VIII/2019 are subject to the Civil Code in general and the Manpower Act specifically. However, in the process of making the agreement which in this case until the signing needs to pay attention to the

Information Law and Electronic Transactions so that the legal force of the employment agreement carried out electronically becomes strong and can be used as legal evidence.

References

- [1] Kementerian Perindustrian Indonesia, "Making Indonesia 4.0: Strategi RI Masuki Revolusi Industri Ke-4," www.kemenperin.go.id, 2018. [Online]. Available: <https://www.kemenperin.go.id/artikel/18967/Making-Indonesia-4.0:-Strategi-RI-Masuki-Revolusi-Industri-Ke-4>. [Accessed: 22-Mar-2020].
- [2] H. Prasetyo and W. Sutopo, "Industri 4.0: Telaah Klasifikasi Aspek Dan Arah Perkembangan Riset," *J. Tek. Ind.*, vol. 13, no. 1, pp. 17–26, 2018.
- [3] M. Burgess, "What is the Internet of Things? WIRED explains," *WIRED Explains*, 2018. [Online]. Available: <https://www.wired.co.uk/article/internet-of-things-what-is-explained-iot>.
- [4] Kementerian Perindustrian Indonesia, "Industry 4.0 Tingkatkan Produktivitas, Tenaga Kerja, dan Pasar," www.kemenperin.go.id, 2017. [Online]. Available: <https://www.kemenperin.go.id/artikel/17503/Industry-4.0-Tingkatkan-Produktivitas,-Tenaga-Kerja,-dan-Pasar>. [Accessed: 22-Mar-2020].
- [5] K. A. Eddleston and J. Mulki, "Toward Understanding Remote Workers' Management of Work–Family Boundaries: The Complexity of Workplace Embeddedness," *Gr. Organ. Manag.*, vol. 42, no. 3, pp. 346–387, Jun. 2017, doi: 10.1177/1059601115619548.
- [6] I. Hardill and A. Green, "Remote working - Altering the spatial contours of work and home in the new economy," *New Technol. Work Employ.*, vol. 18, no. 3, pp. 212–222, Nov. 2003, doi: 10.1111/1468-005X.00122.
- [7] S. M. Sari, "Implementasi Konsep Geo-Office," *Pengaruh Teknol. Inf. Pada Impelentasi Konsep Geo-Office*, pp. 25–30, 2006.
- [8] CNBC Indonesia, "Cerita PNS yang Mulai 2020 Bisa Ngantor dari Rumah," www.cnbcindonesia.com, 2019. [Online]. Available: <https://www.cnbcindonesia.com/news/20191124130238-4-117540/cerita-pns-yang-mulai-2020-bisa-ngantor-dari-rumah>. [Accessed: 01-Apr-2020].
- [9] N. Bloom, J. Liang, J. Roberts, and Z. J. Yang, "DOES WORKING FROM HOME WORK? EVIDENCE FROM A CHINESE EXPERIMENT," 2013.
- [10] T. D. Haryanto, "Hubungan Hukum yang Menimbulkan Hak dan Kewajiban dalam Kontrak Bisnis," *Wacana Huk.*, vol. IX, pp. 85–97, 2010.
- [11] Republik Indonesia, *Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan*. Indonesia, 2013.
- [12] Y. Yuli, Sulastri, and D. Aryanti, "Implementasi Undang-Undang Ketenagakerjaan dalam Perjanjian Kerja antara Perusahaan dan Tenagakerja di Perseroan Terbatas," *J. Yuridis*, vol. 5, no. 2, pp. 186–209, 2018, doi: 10.1111/an.1994.35.9.30.3.
- [13] Kabar Banten, "Masalah Ketenagakerjaan Selama 2019, Kasus PKWT Mendominasi," www.kabar-banten.com, 2020. [Online]. Available: <https://www.kabar-banten.com/masalah-ketenagakerjaan-selama-2019-kasus-pkwt-mendominasi/>. [Accessed: 19-Apr-2020].
- [14] A. Amalia, B. Ginting, and Y. Agusmidah, "Analisis Yuridis Perjanjian Kerja Waktu Tertentu Berdasarkan Undang-Undang Ketenagakerjaan dan Hukum Perjanjian," *USU Law J.*, vol. 5, no. 1, pp. 66–76, 2017.
- [15] F. Rahman, "KAJIAN TEORITIS PENERAPAN DAN PERLINDUNGAN HUKUM TERHADAP PEKERJA DALAM PERJANJIAN KERJA WAKTU TERTENTU (PKWT) MENURUT UNDANG-UNDANG NOMOR 13 TAHUN 2003 TENTANG KETENAGAKERJAAN (Studi pada PT. Duta Nichirindo Pratama Kota Tangerang)," *J. Surya Kencana Dua Din. Masal. Huk. dan Keadilan*, vol. 4, no. 1, pp. 87–106, Dec. 2017.
- [16] R. H. PAMADY and S. H. . L. . Nabiyla Risfa Izzati, "TINJAUAN YURIDIS HUBUNGAN HUKUM ANTARA FREELANCER DENGAN PARA PIHAK DALAM SITUS WEB PASAR KERJA ONLINE (STUDI KASUS PADA SITUS WEB SRIBULANCER.COM)," *Skripsi Strat. 1 Huk. Univ. Gadjah Mada*, p. viii, 2019.

- [17] A. Felstead and G. Henseke, "Assessing the growth of remote working and its consequences for effort, well-being and work-life balance," *New Technol. Work Employ.*, vol. 32, no. 3, pp. 195–212, Nov. 2017, doi: 10.1111/ntwe.12097.
- [18] A. Purnomosidi and R. Riyanti, "PERLINDUNGAN BAGI PEKERJA DI ERA REVOLUSI INDUSTRI 4.0 DALAM PERSPEKTIF HUBUNGAN INDUSTRIAL PANCASILA," in *Prosiding Seminar Nasional Hukum Transendental*, 2019, pp. 47–56.
- [19] V. Damayanti and A. Hernawan, "Analisis Yuridis Atas Kekuatan Mengikat Perjanjian Kerja Waktu Tertentu Melalui Transaksi Elektronik (Studi Kasus Putusan Mahkamah Agung No.828/Pdt.Sus/2012, Pada Tingkat Pertama Putusan Pengadilan Hubungan Industrial No.54/PHI.G/2012/PN.JKT.PST)," Gadjah Mada University, 2014.
- [20] S. Soekanto, *Penelitian Hukum Normatif (Suatu Tinjauan Singkat)*. Jakarta: Rajawali, 1990.
- [21] S. Soekanto and S. Mamudji, *Penelitian Hukum Normatif Suatu Tinjau Singkat*, 8th ed. Jakarta: Sinar Grafika, 2004.
- [22] P. M. Marzuki, *Penelitian Hukum*. Jakarta: Kencana, 2007.
- [23] J. Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*. Malang: Bayumedia, 2007.
- [24] F. Shalihah, "Perjanjian Kerja Waktu Tertentu (Pkwt) Dalam Hubungan Kerja Menurut Hukum Ketenagakerjaan Indonesia Dalam Perspektif Ham," *UIR LAW Rev.*, vol. 1, no. 2, pp. 149–160, 2017, doi: 10.25299/uirrev.2017.1.02.955.
- [25] Minister of Manpower and Transmigration of the Republic of Indonesia, *Keputusan Menteri Tenaga Kerja Dan Transmigrasi Republik Indonesia Nomor KEP.100/MEN/VI/2004 Tentang Ketentuan Pelaksanaan Perjanjian Kerja Waktu Tertentu*. Republik Indonesia, 2004.
- [26] Sunarno, "BEBERAPA MASALAH PADA PERJANJIAN KERJA WAKTU TERTENTU DAN SOLUSINYA," *Wacana Huk.*, vol. 3, no. 2, pp. 19–32, 2009.
- [27] O. Mungkasa, "Bekerja Jarak Jauh (Telecommuting): Konsep, Penerapan dan Pembelajaran," Jakarta, 3, 2020.
- [28] I. Anggraeny, Tongat, and W. D. Rahmadanti, "Urgensi Pelaksanaan Tahapan Persiapan Penyusunan Kontrak Oleh Pelaku Bisnis dalam Mengkontruksi Hubungan Bisnis," *Yurispruden*, vol. 3, pp. 1–11, 2020.
- [29] G. Biondi, "ANALISIS YURIDIS KEABSAHAN KESEPAKATAN MELALUI SURAT ELEKTRONIK (E-MAIL) BERDASARKAN HUKUM INDONESIA."
- [30] I. Anggraeny and S. Al-Fatih, "Kata Sepakat dalam Perjanjian dan Relevansinya Sebagai Upaya Pencegahan Wanprestasi," *Lega Lata*, vol. 5, pp. 57–66, 2020.
- [31] E. K. Kotimah and L. Santoso, "Urgensi Tanda Tangan dan Materai dalam Memberikan Kepastian Hukum terhadap Kontrak Waralaba (Franchise) The Urgency of Signatures and Stamps on Giving for Legal Certainty toward Franchise Contracts," *Holrev*, vol. 1, no. 1, pp. 43–63, 2017.
- [32] T. W. S. Lestari and L. Santoso, "KOMPARASI SYARAT KEABSAHAN 'SEBAB YANG HALAL' DALAM PERJANJIAN KONVENSIONAL DAN PERJANJIAN SYARIAH," *YUDISIA J. Pemikir. Huk. dan Huk. Islam*, vol. 8, no. 2, pp. 281–298, Apr. 2018, doi: 10.21043/YUDISIA.V8I2.3240.
- [33] E. Erawati and H. Budiono, *Penjelasan Hukum tentang Kebatalan Perjanjian*. Jakarta: Nasional Legal Reform Program, 2010.
- [34] N. P. Hidayah, "Comparative study of legal protection for migrant workers in participation of social security programs in Indonesia and Singapore | Hidayah | Legality : Jurnal Ilmiah Hukum," *Legality : Jurnal Ilmiah Hukum*, 2020. [Online]. Available: <http://ejournal.umm.ac.id/index.php/legality/article/view/11786/pdf>. [Accessed: 02-Jul-2020].
- [35] S. A. K. Dewi, "Perjanjian Jual Beli Barang Melalui Elektronik Commerce (E-Com)," *J. Ilm. Teknol. Inf. Asia*, 2015.
- [36] R. D. Anggraeni and A. H. Rizal, "Pelaksanaan Perjanjian Jual Beli Melalui Internet (E-Commerce) Ditinjau Dari Aspek Hukum Perdataan," *SALAM J. Sos. dan Budaya Syar-i*, vol. 6, no. 3, pp. 223–238, Jun. 2019, doi: 10.15408/sjsbs.v6i3.11531.