

**PRAKTIK PELANGGARAN JENIS PEKERJAAN DAN PENGHINDARAN  
BATASAN JANGKA WAKTU PERJANJIAN KERJA WAKTU TERTENTU  
MELALUI ENTITAS ANAK PERUSAHAAN  
(Studi Kasus PT XYZ)**

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**INTISARI**

Penelitian ini bertujuan untuk mengetahui dan menganalisis kepastian hukum dan perlindungan hukum pekerja *Office Partner* atas adanya pelanggaran jenis pekerjaan dan penghindaran batasan jangka waktu perjanjian kerja waktu tertentu melalui entitas anak perusahaan.

Penelitian ini merupakan penelitian hukum empiris-normatif yang bersifat deskriptif, dengan pendekatan undang-undang, pendekatan kasus, pendekatan analitis dan pendekatan konseptual. Data yang digunakan terdiri atas data primer dan data sekunder. data primer diperoleh dari responden melalui wawancara dengan pekerja *Office Partner* dan divisi *human resource* PT XYZ yang berlokasi di Jakarta Selatan. Data sekunder diperoleh melalui studi kepustakaan terhadap literatur, peraturan perundang-undangan, dan dokumen yang relevan. Analisis data dilakukan secara kualitatif dengan penarikan kesimpulan menggunakan metode deduktif.

Hasil penelitian menunjukkan bahwa kepastian hukum bagi pekerja *Office Partner* belum terpenuhi. Praktik hubungan kerja antara PT XYZ dan PT ABC melanggar tiga dari lima indikator kepastian hukum menurut Jan Michiel Otto, yaitu terkait kejelasan dan konsistensi aturan hukum, penerapan hukum oleh instansi pemerintah, serta kepatuhan masyarakat terhadap norma hukum. Kondisi tersebut menunjukkan bahwa kepastian hukum yang ada masih bersifat formal dan belum memberikan jaminan substantif terhadap hak-hak pekerja. Selain itu, perlindungan hukum bagi pekerja juga belum optimal, karena pekerja tidak memperoleh jaminan atas hak-hak normatifnya sebagaimana diatur dalam peraturan perundang-undangan ketenagakerjaan. Hal ini mencerminkan lemahnya implementasi prinsip perlindungan hukum sebagaimana diamanatkan dalam Pasal 28D ayat (1) dan (2) UUD Tahun 1945.

**Kata Kunci:** PKWT, Kepastian Hukum, Pelindungan Hukum, Perusahaan Kelompok, Ketenagakerjaan

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***PRACTICES OF VIOLATING JOB CLASSIFICATION AND  
CIRCUMVENTING THE TIME LIMITS OF FIXED-TERM EMPLOYMENT  
CONTRACTS THROUGH SUBSIDIARY ENTITIES  
(A Case Study of PT XYZ)***

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***ABSTRACT***

*This study aims to examine and analyze the legal certainty and legal protection afforded to Office Partner employees in relation to violations of job classification and the circumvention of time limitations of fixed-term employment contracts through subsidiary entities.*

*This research employs an empirical-normative legal method with a descriptive character, utilizing the statute approach, case approach, analytical approach, and conceptual approach. The data consist of primary and secondary data. Primary data were obtained from respondents through interviews with Office Partner employees and the Human Resource division of PT XYZ, located in South Jakarta. Secondary data were collected through a literature study involving relevant statutory regulations, academic literature, and supporting documents. The data were analyzed qualitatively, and conclusions were drawn using a deductive reasoning method.*

*The results indicate that legal certainty for Office Partner employees has not been fully realized. The employment relationship practices between PT XYZ and PT ABC violate three of the five indicators of legal certainty proposed by Jan Michiel Otto, namely the clarity and consistency of legal rules, the consistent application of laws by governmental institutions, and public compliance with legal norms. These conditions demonstrate that the existing legal certainty remains merely formal and fails to provide substantive guarantees for workers' rights. Furthermore, legal protection for workers is also suboptimal, as employees do not receive adequate assurance of their normative rights as stipulated in labor legislation. This reflects the weak implementation of the principle of legal protection as mandated in Article 28D paragraphs (1) and (2) of the 1945 Constitution of the Republic of Indonesia.*

***Keywords:*** *Fixed-Term Employment Agreement (PKWT), Legal Certainty, Legal Protection, Corporate Group, Labor Law.*

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