

Legal Protection for Ground Handling Workers in Aviation Companies

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Abstract

Laws and regulations have provided adequate legal protection for employment, including the regulation of employment agreements, specifically fixed-term and indefinite-term employment agreements. The problem is whether fixed-term employment agreements (PKWT) for ground handling workers at airline companies are in accordance with the Employment Law and whether there is legal protection for ground handling workers through fixed-term employment agreements (PKWT) and indefinite-term employment agreements (PKWTT). The research method used is descriptive normative, namely, legal research that is understood based on the diversity of nature, form, and purpose, including descriptive legal research with prescriptive forms that aim to solve problems. The results of this study explain that legal protection for ground handling workers with Fixed-Term Employment Agreements (PKWT) who demand the right to become Indefinite-Term Employment Agreements (PKWTT) in the Serang District Court Decision Number 79/Pdt.Sus-PHI/2020/PN Srg and Supreme Court Decision Number 313 K/Pdt.Sus-PHI/2021 was not obtained. Through existing laws and regulations, it is very reasonable when the PKWT and work provided by PT. GDPS and PT. Garuda Angkasa is in conflict with Article 59 paragraph (1), paragraph (2), paragraph (4), and paragraph (7) in conjunction with Article 66 paragraph (1) and paragraph (4) of Law No. 13 of 2003 concerning Manpower; and as a form of protection for 585 workers.

Keywords: Legal Protection; Employment Agreement; Ground Handling.

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I. Introduction

Article 27, paragraph (2) of the 1945 Constitution states that "every citizen has the right to work and to a decent living." This provision explicitly affirms the right of every citizen to secure employment and meet their basic needs. It underscores the responsibility of the state to create conditions that enable citizens to work and fulfill their life necessities. Additionally, Article 28D, paragraph (2) emphasizes "the right of every person to work, receive remuneration, and to fair and proper treatment in employment relations." This article highlights the significance of fair treatment for workers, including the right to receive appropriate compensation (Putri, 2020). Thus, the 1945 Constitution serves as a foundational legal framework that protects the right to work for all Indonesian citizens and emphasizes the importance of fair and just treatment in the workplace. To further institutionalize these rights, Law Number 13 of 2003 concerning Manpower and Law Number 6 of 2023 concerning Job Creation were enacted (Mokoginta, 2022). These laws provide the legal basis for worker protection in Indonesia, which is recognized in legal studies as employment law.

Employment law encompasses a set of legal rules that govern the relationship between workers and employers. It addresses various aspects, including rights and obligations, employment agreements, industrial relations, occupational health and safety, and economic protections. The aim of employment law is to foster harmonious, fair, and prosperous relationships for all parties involved (Soewono, 2012). This area of law not only regulates employment relationships in a narrow sense but also covers a broader range of labor-related issues before, during, and after employment. Additionally, it applies to economic actors, such as businesses in both the formal and informal sectors, particularly those bound by employment agreements—whether they are service providers or service users within a company (Alexandra, 2014).

Employment law governs the relationship between workers and employers, ensuring the protection of the interests of both parties. This relationship encompasses the rights and obligations of each party (Sumual, 2021). The rights of workers are effectively the obligations of employers, creating a reciprocal understanding. Additionally, the employment relationship is inherently linked to the employment agreement made by the involved parties. It is essential that the process of employing labor is free from fraud that could result in losses for both businesses and workers. Workers play a crucial role in Indonesia, impacting the government, companies, and society as a whole. Recognizing the significance of workers, it is vital to provide them with legal protection (Suhartoyo, 2019).

Workers, often referred to as laborers, play a crucial role in national development. They are key stakeholders whose contributions significantly influence the progress and sustainability of the Indonesian nation. Therefore, it is essential for workers to perform their roles effectively. This includes ensuring equal employment opportunities, safeguarding their rights at work, and providing welfare, healthcare, and safety measures, along with addressing all other aspects related to employment (Bareta & Ispriyarso, 2018).

Employment Law classifies employment agreements into two categories: Fixed Term Employment Agreements (referred to as PKWT) and Indefinite Term Employment Agreements (referred to as PKWTT) (Santosa & Gede, 2021). PKWT is an employment agreement between workers (or laborers) and employers that establishes an employment relationship for a specific duration or for particular work. In contrast, PKWTT is an employment agreement that creates a permanent employment relationship between workers and employers. Permanent employment relationships established under PKWTT are subject to a trial period of three months. When seeking employment, workers must choose between Fixed Term Employment Agreements (PKWT) and Indefinite Term Employment Agreements (PKWTT) (Sari et al., 2020).

A PKWT (*Perjanjian Kerja Waktu Tertentu*) is an employment agreement between workers and companies that establishes a non-permanent or fixed-term employment relationship. In contrast, a PKWTT (*Perjanjian Kerja Waktu Tidak Tertentu*) is a permanent employment agreement. Fixed-term employment contracts are often chosen by employers as a way to evaluate workers during a trial period. This practice is commonly seen with contract workers, such as those employed at Indomaret. However, this arrangement can disadvantage contract workers. If a worker fails to meet the employer's expectations or does not carry out their tasks as required, the employer has greater authority to terminate the worker's employment and choose to not extend the contract. This allows employers to easily replace workers with others who better fit their needs (Kusuma et al., 2020).

In Indonesia, the employment of fixed-term contracts (PKWT) is regulated to protect workers and prevent continuous or permanent employment by companies (Tampongangoy, 2013). PKWT is crucial for workers because it establishes the foundation for employment relationships, creating legal ties between employers and employees based on work agreements. According to Article 59, Paragraph (1) of Law No. 13 of 2003 concerning Manpower, PKWT can only be applied to specific jobs that are expected to be completed within a designated timeframe, based on the nature and type of work involved (Ilela et al., 2024).

The implementation of the PKWT (Contract Work Agreement) system is increasingly popular among companies because it is effective and efficient for entrepreneurs. This approach allows them to maximize profits while minimizing labor costs. By utilizing PKWT, entrepreneurs can avoid the need for a large workforce. When employers do hire many workers, they are obligated to provide various benefits for their well-being, such as healthcare, severance pay (known as PHK), and appreciation bonuses. Therefore, employing workers under PKWT can help significantly reduce operational costs (A. A. Putra et al., 2020).

The researcher provides further details on the implementation of fixed-term labor agreements (PKWT) in Court Decision Number 79/Pdt.Sus-PHI/2020/PN Srg and Supreme Court Decision Number 313K/Pdt.Sus-PHI/2021. These court decisions highlight issues related to legal certainty and the protection of ground handling workers in cases involving corporations, specifically PT. Gapura Angkasa and the ground handling workers.

In 2020, PT. Gapura Angkasa employed 583 ground handling workers, some of whom were under fixed-term contracts (PKWT). The nature of the ground handling work provided is not a one-time task and is not temporary in nature. In practice, the work performed by these ground handling workers involves essential, ongoing tasks. If these tasks were only completed on a one-off basis, flight operations would not function optimally. This is reflected in the company profile, which states that ground handling is part of a business segment directly related to commercial air transportation activities. This includes computerized reservation systems, marketing and sales of airline tickets (as general sales agents), passenger and cargo ground services, aircraft leasing, aircraft maintenance, flight approval agencies, and regulated agents/known consignors. According to Law Number 1 of 2009 concerning Aviation, airport-related services encompass various activities. These include the provision of aircraft hangars, aircraft workshops, warehousing, aircraft catering, technical services for ground handling, as well as passenger and baggage services, and the handling of cargo and mail. All of these activities are considered essential to the company's operations.

PT Gapura Angkasa provides various jobs to hundreds of workers that are neither completed in one go nor temporary in nature. According to the law, jobs that are not finished in a single effort and have a non-temporary nature should be classified as positions for employees with permanent status (PKWTT). Ground handling jobs play a crucial role in the aviation industry. Before ground handling staff can be deployed for operations, ground handling companies must train their employees according to established standards. Typically, this training covers areas such as baggage handling, cargo handling, security checks, and aircraft maintenance. Employees must also obtain certification to demonstrate that they have successfully completed this training. Ground handling positions are meant for qualified and certified personnel. However, workers at PT Gapura Angkasa have not registered the work process flow or the Memorandum of Understanding (MoU) between PT Gapura Angkasa, as the employer, and PT Garuda Daya Pratama Sejahtera, the recipient of the services, with the Tangerang City Manpower Office. This registration is mandatory, as employers are required to report their workers to the manpower office.

The issue at hand involves the use of fixed-term employment agreements (PKWT) for ground handling workers in aviation companies. Although the nature of the work is permanent, many companies, including PT Gapura Angkasa, have not upgraded these agreements to indefinite-term employment contracts (PKWTT). To avoid this transition, companies often resort to using outsourced labor. According to the law, a fixed-term employment agreement (PKWT) must be registered with the local district or city employment agency within seven working days of signing. However, PT Gapura Angkasa has failed to comply with this requirement. This raises critical questions about the compliance of fixed-term employment agreements (PKWT) with employment laws, as well as whether ground handling workers under these agreements have legal protection and the right to demand conversion to indefinite-term employment contracts (PKWTT).

II. Research Methods

The research used in this writing is the normative legal research method (Soekanto & Mamudji, 1985). Normative legal research is research that adheres to the principles of the legal discipline, encompassing prescriptive disciplines. Legal research is also understood in terms of its diversity, encompassing both descriptive and prescriptive research forms, which aim to solve specific problems (Soerjono Soekanto, 1984). In this normative research, the researcher examines the legal protection afforded to ground officers in fixed-term work agreements within the aviation sector.

The data collection technique uses library research techniques, namely using primary, secondary, and tertiary legal materials. Library research is carried out by searching for and reviewing library materials based on their binding power, consisting of: (1) Primary Legal Materials, namely those that have binding power such as basic norms, laws, and court decisions; (2) Secondary Legal Materials, namely materials that explain primary materials whose contents are not binding such as magazines, books, research results, or newspapers; (3) Tertiary Legal Materials, namely materials that support primary materials and secondary materials such as dictionaries, articles, or reference materials (Soekanto & Mamudji, 1985).

III. Results and Discussion

Ground Handling Workers in Aviation Companies

Air transportation is an essential mode of transport for people to meet their needs. It is the most advanced and fastest form of transportation, offering incredible reach. One of its key advantages is speed, as airplanes can travel at high velocities. This makes long-distance transportation more efficient and profitable (Kamaluddin, 2003). Additionally, air transportation operates on a regular schedule with consistent flight frequencies. Furthermore, air transport is governed by a transportation agreement. This agreement stipulates that one party commits to safely transporting individuals or goods from one location to another, while the other party agrees to pay the associated costs (Subekti, 1985). Consequently, an airline is a company that provides air transportation services, organizing and issuing flight documents in a planned manner. Airlines are responsible for transporting passengers, their baggage, cargo, and postal items to their respective destinations.

Aircraft passenger services are amenities provided to travelers at both departure and arrival terminals, typically offered by airport operators or related business entities. The goal of these services is to enhance passenger interest in using air transportation. Passenger services not only include comfort and convenience but also prioritize security. Airline security involves procedures and infrastructure designed to prevent security issues aboard aircraft. Additionally, airport security plays a crucial role, as in many countries, air travel security is focused at the airport. These security measures aim to prevent the infiltration of weapons, explosives, or other materials that could be used to commit unlawful acts.

Safety is the top priority in the aviation industry, necessitating optimal safety standards based on existing flight regulations. Flight safety is closely linked to the physical condition of the aircraft and maintenance practices, ensuring that engineering requirements are met. Additionally, human resources involved in flight operations play a crucial role in maintaining safety (Suherman, 2000). Flight safety results from a combination of various factors, including aircraft conditions, personnel competence, flight facilities, operational practices, and regulatory oversight. In Indonesia, flight safety regulations are governed by Law Number 1 of 2009 concerning Aviation. This law addresses issues such as sovereignty over Indonesian airspace, violations of territorial integrity, regulations regarding aircraft production, registration, and nationality, as well as airworthiness and operational safety. It also covers safety and security measures for aircraft, the independence of accident investigations, and the formation of an aviation professional council. According to Article 3 of Law Number 15 of 1992, the goal of aviation is to achieve safe, secure, fast, smooth, orderly, regular, comfortable, and efficient flights at affordable costs.

The concept of service and safety in aviation is closely linked to the specific arrangements made for ground handling within the industry. To understand ground handling, it's important to break down the terms: "ground" refers to land or being on land, while "handling" stems from the word "hand," which means to manage or take care of something. Therefore, handling refers to the management or service provided. Ground handling

specifically involves the services rendered to an aircraft while it is on the airport ground. This process begins when the aircraft approaches the parking stand and is guided by a marshaling officer to park safely. The ground handling officer then places wheel chocks to secure the aircraft. Once the aircraft door is opened, the ground handling services continue until the aircraft door is closed, the towing tractor has been detached, and the aircraft is finally clear for takeoff.

Ground handling refers to the comprehensive process involved in managing aircraft while they are on the ground. This process begins with passenger check-in and continues until the passengers board the plane and the doors are closed. Ground handling also encompasses the management of luggage, cargo, and the aircraft itself. This includes tasks such as cleaning the aircraft cabin, towing the plane to and from parking, and handling both cargo and passenger baggage. The terms "Ground Handling," "Ground Service," "Ground Operation," and "Airport Service" essentially convey the same concept. They refer to the activities carried out by an airline company in managing or servicing passengers, their luggage, cargo, mail, and equipment necessary for aircraft movement on the ground and the aircraft itself while at the airport, covering both departures and arrivals. In simpler terms, "Ground Handling" or "Ground Operations" encompasses the knowledge and skills required for managing aircraft on the apron, assisting passengers and their luggage at the terminal, as well as handling cargo and mail in the designated cargo area (Dharasta & Turnado, 2016).

The role of Ground Handling officers encompasses several key phases of airport operations. The first phase is Pre-Flight, which involves handling passengers along with their luggage, cargo, and mail at the departure airport (origin station) before the aircraft leaves. The second phase is Post-Flight, focusing on managing passengers and their belongings, cargo, and mail after the flight has landed at the destination airport. Operationally, "Ground Handling" begins when the aircraft taxis to the parking stand. At this point, the engines have been turned off, the aircraft wheels have been chocked to prevent movement, and the aircraft doors are opened to allow passengers to disembark. During this phase, referred to as "Arrival Handling," Ground Handling staff take over responsibilities from the Pilot in Command (PIC) and the cabin crew. Conversely, Ground Handling activities conclude when the aircraft is ready for departure. This is indicated by the aircraft doors being closed, the engines being started, and the wheel chocks being removed. At this stage, responsibility shifts back to the PIC and their cabin crew, marking this phase as "Departure Handling" (Dharasta & Turnado, 2016).

Aviation and ground handling services are inherently interconnected and cannot be separated. Ground handling services encompass the activities performed by airline companies related to the support of passengers, baggage, aircraft, crew, cargo, and mail. These services rely on a set of tools known as Ground Support Equipment (GSE). GSE plays a vital role in the servicing of aircraft while they are on the ground, both during preparations for departure (take off) and upon arrival (landing). According to Law Number 1 of 2009 concerning Aviation, Article 232, paragraph 3, airport-related services include various activities that support aircraft operational services at the airport. These include the provision of aircraft hangars, workshops, warehousing, catering services, technical support for ground handling, passenger and baggage services, as well as the handling of cargo and mail. Ground handling involves various airline activities focused on servicing or assisting passengers and their baggage, cargo, mail, and equipment to facilitate aircraft movement on the ground. This occurs both before flights (during departure) and after flights (during arrival).

According to Article 131, paragraph (1) and its explanation, as well as Article 232, paragraph (3) of Law 1 of 2009, ground handling work is defined as a type of work that is directly related to commercial air transportation activities. This includes ground services for passengers and cargo, as well as airport-related technical services for handling aircraft on the ground. Ground handling is also a key component of the Airport Security Committee. The descriptions in Article 131, paragraph (1) and Article 232, paragraph (3) make it clear that ground handling work is not a one-time or temporary activity. It cannot be predicted when it will be completed, and it is not seasonal. Therefore, as long as aircraft operational services are active at the airport, ground handling activities are also ongoing. To illustrate this importance, consider a simple example: if ground handling were eliminated while aircraft operational services continued, it would be impossible for an aircraft to take off without ground handling support. This example underscores the critical role that ground handling plays in the continuity of aircraft operational services at airports and the overall aviation security system.

Duties and Responsibilities of Aircraft Ground Handling. Ground handling is a very important task. Starting from fulfilling passenger needs to assist with the check-in process to boarding. In addition, there is also technical work to clean the aircraft and fill fuel needs. Furthermore, the general scope of ground handling duties is: (1) ensuring passengers get tickets according to their destination; (2) assisting in checking luggage; (3) directing passengers to the boarding gate; (4) serving passengers in a friendly and polite manner; (5) handling passenger cargo needs; and (6) departure and attendance services while at the airport (Kusuma et al., 2020).

Agreements for Fixed Term Employment and Indefinite Term Employment in Aviation Businesses

An agreement, as defined in Article 1313 of the Civil Code (hereinafter referred to as the Civil Code), is an act through which one or more persons commit themselves to one or more other persons. This definition

describes an agreement, or obligation, as a legal relationship involving multiple parties. In this context, one or more individuals bind themselves to either perform an action or refrain from doing something for the benefit of another party (Zaeni, 2008). Furthermore, an employment agreement (*Arbeidsovereenkomst*), according to Article 1601a of the Civil Code, is defined as "an agreement in which the first party (the worker) commits to being under the direction of another party, the employer, for a specified period in exchange for wages." Additionally, Article 1, number 14 of Law No. 13 of 2003 concerning Manpower states that "an employment agreement is a contract between a worker or laborer and an entrepreneur or employer, which outlines the terms of employment, along with the rights and obligations of both parties."

An employment agreement is a contract in which both parties commit to specific actions. Such agreements establish rights and obligations for the involved parties, making contracts a formal source of law (Maulana & Djabatiko, 2020). An employment agreement is a specific type of contract that has unique characteristics distinguishing it from other types of agreements. A fixed-term employment agreement (PKWT) is designed to protect workers. It aims to prevent companies from continuously hiring workers for positions that are permanent in nature. According to Imam Soepomo, as cited by Abdul, an employment agreement is defined as a contract in which one party (the worker) agrees to perform work in exchange for wages from the other party (the employer). Meanwhile, the employer commits to employing the worker and paying the agreed-upon wages. Similarly, Subekti defines an employment agreement as a contract between a worker and an employer characterized by an agreed-upon wage or salary. This agreement establishes a relationship in which the employer has the authority to issue orders that the worker is obligated to follow (Khakim, 2014).

The employment agreement marks the beginning of the relationship between capital owners and workers. However, companies often violate the provisions outlined in these agreements regulated by laws and regulations. This agreement forms the employment relationship, which is established between employees and employers, granting rights to both parties involved (Kartasapoetra, 1982). An employment agreement arises from this relationship and serves as a binding contract that outlines the responsibilities of both the employer and the employee. The commitments made in an employment agreement create mutual obligations for each party to fulfill the terms of the contract, as this agreement acts as a law for those who entered into it (Putra, 2017).

The form of employment agreements is regulated by Article 51 of Law Number 13 of 2003 concerning Manpower. According to paragraph (1), employment agreements can be made in writing or verbally. This means that these agreements can generally be either written or unwritten. Unwritten employment agreements are often used for work-from-home arrangements and contract work, as historically, these agreements in Indonesia have been based on mutual trust rather than being formally documented (Tampongangoy, 2013). However, fixed-term employment agreements (known as PKWT) must be in writing, as specified in Article 57, Paragraph 1 of the same law. A fixed-term employment agreement must be created in writing and must utilize both Indonesian and Latin letters. The purpose of requiring a written PKWT is to provide legal certainty for both parties, ensuring that their rights and obligations are clearly defined. This written agreement is also intended to help resolve any disputes that may arise in the future, as it serves as a useful document for evidence. Furthermore, using Latin letters in the agreement is meant to facilitate comprehension for both parties, making it easier to read and understand the contents of the agreement (Santosa & Gede, 2021).

Fixed Term Employment Agreement (PKWT). The Fixed Term Employment Agreement (PKWT), as regulated in Article 56 of Law No. 13 of 2003, refers to an employment contract that is established for a specific duration or an indefinite period. (Shalihah, 2016). This agreement is based on the completion of certain tasks within a defined timeframe. Workers under a Fixed Term Employment Agreement can engage in specific jobs that are temporary in nature (Farida, 2014). Such jobs must be able to be completed within a specified period, which typically should not exceed three years. The types of positions that fall under this agreement include: (a) Temporary or one-time work; (b) Work expected to be completed within a short time frame, not exceeding three years; (c) Seasonal work; (d) Positions related to new products, activities, or additional offerings that are still in the trial or exploration stage. In summary, the Fixed Term Employment Agreement is structured to accommodate particular types of work that can be completed within a specified duration (Junianto & Sabtohadhi, 2020).

A fixed-term work agreement cannot be used for permanent employment. Such agreements can be extended or renewed, but they are limited to a maximum duration of two years and can only be extended once for an additional year. Employers who wish to extend a fixed-term work agreement must notify the employee in writing at least seven days before the current agreement expires. Renewals can only occur after a grace period of thirty days following the end of the previous fixed-term agreement. This renewal is allowed only once and cannot exceed two years in total. If a fixed-term work agreement does not comply with these regulations, it will automatically be considered a permanent employment contract (Junianto & Sabtohadhi, 2020).

A fixed-term employment agreement must be made in writing and use both Indonesian and Latin letters. A written employment agreement provides clarity regarding the rights and obligations of both workers and employers. This clarity can significantly assist in the evidence process if a dispute arises in the future. According to Law Number 6 of 2023 concerning Job Creation, a fixed-term employment agreement must be documented in

writing. If this requirement is not met, the agreement is considered nonexistent. In addition to Law Number 13 of 2003, Law Number 6 of 2023 offers legal protection in the field of employment.

To clarify, a PKWT (Contract for Specific Time Work) cannot be established for permanent positions. Permanent work is defined as work that is continuous, uninterrupted, not time-limited, and part of a company's production process, encompassing roles that are non-seasonal. Non-seasonal work does not depend on weather conditions or specific circumstances (Afrianti, 2021). In contrast, if the work is ongoing and essential but reliant on weather or specific conditions, it is classified as seasonal work. Such work is not considered permanent and thus can fall under the PKWT agreement. If a PKWT is created without adhering to these stipulations, it then reverts to a PKWTT (Contract for Indefinite Time Work), and the workers are recognized as permanent employees from the outset of the agreement (Jehani, 2006). The purpose of formalizing a PKWT is to ensure preventive labor rights. This means that before signing the employment agreement, workers should receive legal protection from the Manpower Office, which oversees labor rights to prevent the misuse of regulations (Fahroji, 2015). Workers have the right to understand the relevant aspects to secure preventive protection from employment agreements that do not comply with laws and regulations or from arbitrary actions by employers.

Legal Protection Rights for Ground Handling Workers According to the Court's Decision

The case addressed by the court involved a company called PT. Garuda Daya Pratama Sejahtera (GDPS), which operates as a service provider and workforce manager specializing in the airline industry. PT. GDPS is supported by a team of integrated and professional workers. The company regularly conducts training and instills its core values to enhance both the soft and hard skills of its employees. Currently, PT. GDPS manages thousands of workers, with placements in over 150 cities across Indonesia. Additionally, PT. GDPS collaborates with PT. Garuda Angkasa, a limited liability company that offers ground handling services and other activities essential for all aspects of flight operations at the airport. Presently, PT. Garuda Angkasa provides ground handling services for both domestic (national) and international flights (Laporan Tahunan, 2024).

The dispute arose when PT Garuda Daya Pratama Sejahtera (PT. GDPS) assigned approximately 585 individuals as Ground Handling service workers at Soekarno-Hatta Airport in Cengkareng under PT Garuda Angkasa. These outsourced workers demanded to be recognized as permanent employees of PT Garuda Angkasa. According to the defendants, both PT Garuda Angkasa and PT GDPS are suspected of violating Article 59, paragraphs (1), (2), (4), and (7), along with Article 66, paragraphs (1) and (4) of Law No. 13 of 2003 concerning Manpower. The legal basis for this assertion is that PT Garuda Angkasa, as the employer, has assigned core Ground Handling operations—considered the main business activity of PT Garuda Angkasa—to these 585 outsourced workers. Legally, workers from outsourcing companies may not be used by employers to perform core business activities or tasks directly related to the production process, except for supporting service activities that are not directly tied to production.

The legal consequences of violating Article 66, paragraphs (1) and (4) of Law No. 13 of 2003 are significant. By law, the employment relationship between workers and the service provider company (PT. GDPS) is transformed into an employment relationship between workers and the employer company (PT. Garuda Angkasa). The work involved in Ground Handling is classified as permanent and continuous, not temporary. Therefore, the fixed-term employment agreements (PKWT) established between 585 employees and PT. GDPS cannot be legally upheld for the permanent or continuous type of Ground Handling work. Additionally, the legal implications of violating Article 59, paragraphs (1), (2), (4), and (7) of Law No. 13 of 2003 indicate that the fixed-term employment agreements (PKWT) automatically transition to indefinite-term employment agreements. In other words, the status of the 585 outsourced employees changes from temporary to permanent employees.

Based on the evidence presented, PT. Garuda Angkasa is required by law to appoint 585 outsourcing workers as permanent employees. The workers are seeking to establish an employment relationship with PT. Garuda Angkasa as permanent employees. In their lawsuit, they requested that the Fixed Term Employment Agreement (PKWT) between the employees and PT. Garuda Daya Pratama Sejahtera (GDPS) be declared contrary to Law Number 13 of 2003 concerning Manpower. As a result, they seek to have this agreement converted into an Indefinite Term Employment Agreement (PKWTT), indicating that they want to be recognized as permanent employees of PT. Garuda Daya Pratama Sejahtera. The workers argue that the employment agreement between them and the outsourcing company should not be in the form of a PKWT but should instead be classified as an Indefinite Term Employment Agreement (PKWTT). The employment relationship between the workers and the outsourcing company is legally valid, provided it is established through a written PKWTT.

The panel of judges at the Serang District Court has rejected the lawsuit filed by outsourcing employees, declaring it inadmissible (*Niet Ontvankelijk Verklaard*) under decision number 79/Pdt.Sus-Phi/2020/Pn Srg. The workers argued that, according to applicable laws and regulations, the employment agreement between workers and the company responsible for outsourcing should be in the form of an indefinite term employment agreement (PKWTT) rather than a fixed-term contract (PKWT). The court acknowledged that the employment relationship between workers and the outsourcing company is constitutional as long as it is based on a written PKWTT.

However, the court maintained that the workers' lawsuit was unclear or vague (obscur libel), leading to the decision that the lawsuit must be deemed inadmissible (Niet Ontvankelijk Verklaard).

The workers subsequently filed a lawsuit with the Supreme Court seeking justice and legal protection. However, the Supreme Court ruled that the workers' lawsuit was inconsistent. On one hand, the workers requested that the Panel of Judges declare the Fixed-Term Employment Agreement (PKWT) between the Plaintiffs and PT. GDPS to be contrary to Law Number 13 of 2003, thereby seeking to convert their status to that of indefinite-term employees (PKWTT). Essentially, the workers aimed to have their employment status recognized as permanent. Additionally, the workers asked for their employment relationship to be reclassified as permanent with PT. Gapura Angkasa. Given these considerations, the Supreme Court ultimately upheld the decision made by the Industrial Relations Court at the Serang District Court, which ruled that the case did not conflict with the law. Consequently, the cassation application filed by the Plaintiffs/workers was rejected as inadmissible (Niet Ontvankelijk Verklaard). The Supreme Court's rejection was recorded in Decision Number 313 K/Pdt.Sus-PHI/2021, affirming that the workers' lawsuit was deemed unacceptable.

IV. Conclusion

Fixed-Term Employment Agreement (PKWT) for Ground Handling Workers. In accordance with Law Number 13 of 2003 concerning Manpower, the employment of Ground Handling Workers in aviation companies should not be classified as a fixed-term employment agreement (PKWT). This is because the nature of this work is not limited to being temporary or project-based; it does not have a defined completion date and is not seasonal. Ground handling activities will persist as long as aircraft operations are ongoing at the airport. Therefore, the work involved in ground handling is integral to the production processes of PT. Gapura Angkasa.

Legal protection for ground handling workers with Fixed Term Employment Agreements (PKWT) who seek the right to convert their agreements into Indefinite Term Employment Agreements (PKWTT) was not granted in the Serang District Court Decision Number 79/Pdt.Sus-PHI/2020/PN Srg and the Supreme Court Decision Number 313K/Pdt.Sus-PHI/2021. According to existing laws and regulations, it is reasonable to argue that the PKWTs and work provided by PT. GDPS and PT. Gapura Angkasa conflict with Article 59, paragraphs (1), (2), (4), and (7), as well as Article 66, paragraphs (1) and (4), of Law No. 13 of 2003 concerning Manpower. This situation calls for protection for the 585 workers involved.

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