
OPTIMIZING WORKERS' RIGHTS IN THE DYNAMICS OF WORK FROM HOME: AN OVERVIEW OF THE PRINCIPLES OF EMPLOYMENT DEVELOPMENT IN INDONESIA

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Abstrak

Tren bekerja dari rumah semakin populer di seluruh dunia. Di Indonesia, internet turut berkontribusi dalam perkembangan tren bekerja dari rumah, karena jaringan internet yang sangat mudah. Namun, berbagai ketentuan peraturan yang ada cenderung hanya mengatur hal-hal yang terkait dengan pekerjaan kantor, sementara hak dan kewajiban pemberi kerja dalam skema kerja dari rumah tidak pernah diatur secara spesifik. Tujuan dari penelitian ini adalah untuk menganalisis kesesuaian perjanjian kerja dengan pemenuhan hak-hak pekerja yang bekerja jarak jauh dari rumah dari perspektif hukum dan peraturan perundang-undangan serta prinsip-prinsip pembangunan ketenagakerjaan. Metode pendekatan dalam penelitian ini adalah pendekatan hukum sosiologis. Temuan penelitian ini menunjukkan bahwa pemenuhan hak-hak pekerja, baik yang tertuang dalam kontrak maupun dalam realisasinya merupakan faktor penting dalam pemenuhan hak-hak pekerja belum sepenuhnya sesuai dengan prinsip-prinsip yang mendukung pembangunan ketenagakerjaan.

Abstract

The work from home trend is increasingly popular throughout the world. In Indonesia, the internet has contributed to the development of the work from home trend, because the internet network is very easy. However, various existing regulatory provisions tend to only regulate matters related to office work, while the rights and obligations of employers in the work from home scheme are never specifically regulated. The purpose of this study is to analyze the suitability of the work agreement with the fulfillment of the rights of workers who work remotely from home from the perspective of law and regulations and the principles of employment development. The approach method in this study is a sociological legal approach. The findings of this study indicate that the fulfillment of workers' rights, both those stated in the contract and in their realization are important factors in the fulfillment of workers' rights that are not fully in accordance with the principles that support employment development.

INTRODUCTION

In an increasingly complex industrial era, conventional work patterns are shifting towards a higher level of. Especially, with the advancement of internet technology that opens up wide access for individuals to engage in the production process from various locations. This phenomenon is often identified as work from home. Some also recognize it as teleworking, where individuals can carry out work activities from where they live (Savitri, 2019). The concept of working from home provides an opportunity for individuals to work from any location without having to be present in the office, while still carrying out their production tasks. The concept of work from home allows flexibility in the choice of work location for individuals (Pasaribu & Anshori, 2021). At the time of the Covid-19 case, the application of work from home increased significantly. Especially, this approach is popular among women as they appreciate the flexibility it provides in balancing household chores and caring for children while still being able to work (Anshor & Darmastuti, 2022).

Work from home is also considered to have the potential to increase productivity and creativity in the work environment (Elizabeth, 2021). It is important to note that these two work models should not result in any difference in terms of what workers should receive, especially if the time spent working from home is equal to the working hours in the office. (Dewi, 2010). In fact, Law Number 13 Year 2003 on Manpower (Pasaribu & Anshori, 2021).

In fact, Law No. 13/2003 on Manpower (Pasaribu & Anshori, 2021) already has a legal umbrella that regulates the rights of workers and employers in the context of employment relations. In general, the Labor Law states that workers' rights in the workplace include: (RI, 2018)

1. Decent Wages and Salaries (Article 1 (30) and Article 88);
2. Equal Treatment and Non-Discrimination (Article 6);
3. Leave and Rest Time (Article 79, Article 82 to Article 85);
4. Right to Worship (Article 80);
5. Occupational Safety and Health, Treatment in Accordance with Human Rights and Dignity (Article 86);
6. Labor Social Security (Article 99);
7. Right to Organize (Article 104);
8. Severance Pay and Other Rights after Termination of Employment (Article 156).

There are several changes related to wage arrangements (described in Article 88 of Law No. 11/202) and post-retirement benefits (stipulated in Article 156 of Law No. 11/2020) after the enactment of Omnibus law No. 11/2020 on Job Creation. Article 88 of the Job Creation Law regulates the determination of prevailing wages in Indonesia, including minimum wage adjustments, merit-based wages, and wage determination mechanisms adjusted to work agreements. Meanwhile, Article 156 of the Job Creation Law touches on the procedures and amount of severance pay that must be given to workers after layoffs. In addition, the Job Creation Law emphasizes that work agreements and their implementation must follow the principles of labor development based on or referring to the values contained in the 1945 Constitution and Pancasila. Meanwhile, the objectives of labor development according to Article 4 of the Manpower Law include. Optimal and Decent Labor Utilization and Absorption: Maximizing the optimal utilization and absorption of labor and creating decent conditions for them.

1. Equitable Employment Opportunities and Provision of Labor in Accordance with National and Regional Development Needs: Ensure equitable employment opportunities and provide a workforce that meets the needs of development at both the national and regional levels.
2. Labor Protection to Realize Community Welfare: Providing protection to workers with the aim of realizing social welfare for society in general.
3. Improving the Welfare of Workers and Their Families: Improving the welfare of both the workers themselves and their families as a result of their work activities.

With these detailed objectives, the Manpower Law directs manpower policy to achieve optimal utilization, equal employment opportunities, protection and improvement of the welfare of workers including their families in an effort towards sustainable development. Labor development has a very important role in the progress of all aspects of human life in Indonesia. Labor development aims to achieve equitable welfare for all people. (Indriani, 2016).

This paper describes a case study between Company XX and Mr. YY, an employee of the company. Company XX is a game development company headquartered in Canada and has a branch in

Jakarta, Indonesia. Ms. YY was recruited by the Director of the company and entered into an employment relationship under a Fixed-Term Employment Agreement commencing on January 1, 2022. Ms. YY serves as a game tester. Currently, at the time of the interview on September 10, 2022, Ms. YY was still employed by the company.

After Mr. YY signed the employment agreement, several problems arose. Although the employment agreement should have followed the applicable provisions of the Labor Law, in reality the agreement did not comply with applicable legal standards. The employment agreement No. 27/PKWTT/PT XX/V/2022 between the two parties does not fully contain the rights that Mr. YY as a worker from home should get. This incompleteness in the description of workers' rights raises various interpretations and has the potential to trigger problems that can disrupt existing industrial relations, as well as potentially triggering disputes between the parties.

For example, the Fixed-Term Employment Agreement (PKWTT) between Mr. YY and XX Company Number 27/PKWTT/PT XX/V/2022, includes a provision regarding the Probationary Period in Article 3 paragraph 1. The article states that the period of probationary work is a maximum of 3 (three) months, starting from August 1, 2022 to November 1, 2022. This is contrary to Article 58 of the Manpower Regulation which states that the probationary period may not be mandatory and if this is included in the agreement, then the probationary period becomes legally invalid.

Meanwhile, the Industrial Relations Dispute Settlement regulated in Law Number 2 Year 2004 Article 1 Paragraph (2) defines that industrial relations disputes arise due to unfulfilled workers' rights and result in differences in interpretation and implementation of work agreements, company regulations, and collective labor agreements and legal provisions that can occur in the form of: (BPK RI, 2004)

1. Differences in the implementation of rights and obligations in the work environment are not in accordance with the existing agreement;
2. Differences in the implementation of rights and obligations arising from the inconsistency between employment agreements and applicable legal regulations.

Previous research has discussed various aspects related to the implementation of employment agreements in various contexts, such as:

Research conducted by W et al., (2018) has reviewed the implementation of employment agreements in limited liability companies in Indonesia. The conclusion of the study shows that the innovation mainly focuses on the integration of technical and administrative aspects. Wibowo & Oktivalerina, (2022) have conducted research that examines the legal relationship between employers and casual workers based on service agreements without professional relationships. The findings of this research show that the law has not succeeded in achieving the objectives desired by the workers. Further research submitted Anshor & Darmastuti, (2022) with the title Assessment of the Increasing Trend of Work from Home and its Consequences on Various Aspects, in this study describes the challenges and consequences including steps taken, welfare, and balance between life and work.

Each study addresses a specific aspect of employment agreements in a different context, providing valuable insight into the legal issues and implementation of employment agreements in various situations in the world of labor. These studies explore how well the rights of remote workers in Indonesia should be protected, both from a normative and empirical perspective. Meanwhile, this research aims to fill the knowledge gap by analyzing the relevance of work agreements with the principles of employment development. This research aims to significantly improve our understanding and ability to uphold the rights of homeworkers in Indonesia. We hope that this research can serve as a foundation for further efforts to improve their welfare and ensure their protection

RESEARCH METHODS

This research applies a sociological juridical approach used in this research approach which aims to obtain legal knowledge empirically by interviewing the object who does work from home (Soekanto, 2005). The purpose of this study is to evaluate the consistency of the fulfillment of workers' rights with a comparison between the implementation of these rights and the contents of the employment agreement made. This research approach is qualitative and the results are presented in the form of analyze descriptively. To protect the privacy of those who participated in this study (the informants) and follow ethical research guidelines, we have kept their identities and the companies they work for confidential.

RESULTS AND DISCUSSION

The Omnibus Law Number 11 of 2020 on Job Creation regulates a number of aspects of the rights that can be enjoyed by workers. The law includes various articles that emphasize the rights that must be guaranteed to workers during their employment, as well as the rights that remain in effect after termination of employment. Articles on workers' rights are also regulated in the omnibus law, including but not limited to aspects of fair wages, equal and non-discriminatory treatment, leave and rest periods, the right to religion, occupational health and safety, social protection, the right to form trade unions, and other rights that must be guaranteed and recognized (BPK RI, 2004).

In addition, the principles of labor development contained in this law aim to regulate and improve labor conditions, including efforts to equalize employment opportunities, increase protection for workers and the welfare of workers in Indonesia as a whole (Basofi & Fatmawati, 2023). The affirmation is also seen in Article 6, which states that during work, men and women have the right and treatment that is free from discrimination in the work environment. This is part of an effort to ensure equality and fair treatment for all workers, without distinguishing gender or other factors that are not relevant to their rights in the workplace.

Furthermore, Article 11 of the Manpower Law also stipulates that workers have the right to improve their skills in the workplace through various trainings provided by the company or employer. This aims to provide workers with the opportunity to acquire additional knowledge and skills that support their career development and improve the quality of their work. With on-the-job training, it is expected that workers can continue to develop themselves and improve their competencies in accordance with the needs of the company and industry developments.

Other rights regulated by the company include various aspects such as wages, rest/leave time, working hours, overtime, collective working hours, and so on. In terms of working hours, workers have the right to carry out work activities for 40 hours in one week. This means that those who exceed the predetermined working time limit are entitled to receive compensation in the form of overtime pay. The amount of overtime pay is set to be higher than the hourly wage during normal working hours (Zubi et al., 2021).

The regulations related to wages and salaries are contained in Ministerial Decree No. 102/MEN/VI/2004 on Manpower and Transmigration which is related to Government Regulation (PP) No. 35 of 2021. These regulations regulate various aspects related to wages, including limits on working hours, the amount of overtime pay, and other provisions related to wages and salaries for workers. It is a clear guideline on workers' rights especially regarding wages, working hours, and overtime, thus protecting workers' interests and ensuring fair standards in wage and working time arrangements (Siburian, 2023).

According to Article 52(1)(a) of the Labor Law, a valid employment agreement requires mutual consent from both the employer and the employee. This agreement must explicitly address the employee's wages. It must be in accordance with the agreement that has been concluded between them. Furthermore, in the omnibus law Article 90 A paragraph (1) stipulates that wages paid by companies to employees must not fall below the predetermined minimum wage limit. Workers have the right to receive their wages on time, and late payment of wages can lead to sanctions, as explained in Article 95 of the Labor Law.

However, a change occurred when Article 95 of Law No. 11/2020 revoked and replaced the previous provision which stipulated that wages could be considered a debt that must be prioritized by the company in bankruptcy. This shows a change in the priority of payment in the event of bankruptcy, by including wages as the top priority that must be paid by the company. Concerning rest and leave, companies must provide their employees with designated rest and leave periods as mandated by Article 79 Paragraph (1) of Law Number 13 of 2003, which has been revised by Law Number 11 of 2021. These breaks can be divided into short breaks between working hours, weekly leave, annual leave, and long breaks. Article 81 of the Manpower Law also confirms that female workers have the right to take menstrual leave if they experience illness, as well as maternity leave as stipulated in Article 82 of the Manpower Law.

In addition, Indonesian labor law guarantees full salary payment during leave or rest periods according to Article 84. This creates an exception to the 'no work, no pay' principle outlined in Article

93(1), which means that normally workers only receive payment when they are actually working, but in certain leave or rest situations, they are still entitled to receive full salary.

Article 99 Paragraph (1) of the Manpower Law confirms that employees and their families have the right to labor social security. This right includes various types of guarantees such as health insurance, old age insurance, pension insurance, work accident insurance, and death insurance. This is intended to provide protection for employees and their families in certain situations involving aspects of health, accidents, retirement, and death.

In addition, Article 104 Paragraph (1) of the Labor Law gives employees the right to become members of a labor union. This confirms their right to join a trade union or labor union for common interests, such as to fight for workers' rights, improve working conditions, and advocate for common interests in accordance with applicable regulations.

Second, severance pay is compensation given to workers as part of workers' rights in cases of termination of employment (PHK). This severance pay is given as a form of appreciation for the worker's length of service in a company. Regulations related to workers' rights related to termination of employment refer to Article 156 of Law No. 13 of 2003 in juncto Law No. 11 of 2020 (Jahari & Artita, 2023). The rights provided in this case include several aspects, such as the right to annual leave that has not been taken but is still active, reimbursement of transportation costs to return to the area of origin or hometown, reimbursement of housing and medical expenses, and other matters stipulated in the employment agreement, cooperation agreement, and company regulations (Rofiatul et al., 2017). At a broader level, In Indonesia, managing workplace relationships (industrial relations) needs to follow the country's labor development laws. This means using the workforce effectively and creating more job opportunities as part of a bigger plan to benefit all Indonesians.

Third, the right to employment opportunities and the availability of suitable vacancies in development needs both at the regional and national levels must be evenly distributed throughout the archipelago. The goal is to create a job market that's easy for people to find jobs in, by matching their skills and experience to available positions. The placement of labor must be done evenly and balanced so that it can meet the needs of various sectors, both at the regional and national levels. Thus, all economic sectors can be accommodated, and this supports equitable economic growth throughout Indonesia.

Fourth, the protection of labor is based on what is regulated in the Manpower Law, as mentioned by (Suhartoyo, 2019):

1. Ensuring Fair Compensation, Social Safety Nets, Worker Well-being, and Employee Rights;
2. Occupational health and safety protection, which includes efforts to ensure a safe and healthy working environment for workers;
3. Statutory protections ensure workers can form and join trade unions, which are groups that fight for their rights through collective action;
4. Protection of basic rights for workers/laborers to bargain with employers, including in matters relating to working conditions, wages, and other issues affecting them in the workplace.

Fifth, The welfare of workers and their families is improved through a variety of efforts, one of which is ensuring legal protection for workers through national social security managed by the Health and Employment Social Security Organizing Agency (BPJS). (Widiastuti, 2018). This protection is not only aimed at workers but also includes their family members. This means that social security provides benefits and protection for workers' families, including access to health services and other social protection regulated by BPJS Health and BPJS Employment. As such, it aims to improve the welfare not only of workers but also of their entire families.

Labor development is an effort aimed at improving the welfare of all Indonesian people and society as a whole. This is manifested in the commitment to achieve Sustainable Development Goals (SDGs) 8 in order to support open, sustainable economic growth and ensure decent work for all, including full-time, productive workers.

It refers to efforts to create an environment where all people have equal opportunities and rights to decent work, which not only enables them to contribute productively to the economy, but also provides protection of labor rights and fair wages, safe working conditions, and access to social security. In the context of the 8th SDGs, employment development aims to create conditions where all people have equal access to useful, productive and decent work for sustainable economic growth. (Sofianto, 2019).

Workers' Rights and Employment Agreement in Work from home between Parties

The worker and employer contract outlines several important details, among others:

1. The term of the agreement, which determines the duration or validity of the agreement;
2. The job tasks to be performed by workers and their placement in specific workplaces;
3. The probationary period, which governs the initial evaluation period after an employee begins the employment relationship;
4. The rights and obligations of the parties that must be complied with by employers and employees;
5. Working time and annual leave, which regulates working hours and rest periods, as well as workers' rights regarding annual leave;
6. The amount of base salary, benefits, and income tax liability applied;
7. Confidentiality provisions, i.e. confidential information that must be maintained by workers;
8. Procedures and provisions related to the termination of the agreement, either by the employer or the employee;
9. Settlement of disputes that will arise between the two parties;
10. Final provisions covering other administrative matters related to the agreement.

These articles as a whole provide a framework that regulates the rights, obligations, and procedures to be followed by both parties during the term of the employment agreement. The workers' rights detailed in the agreement cover all aspects, such as working hours, work location, wage arrangements, benefit facilities, rest and leave time, and various welfare support facilities. Regarding working hours, the agreement limits work to a maximum of 40 hours or 8 hours per day, within a five-day working week. Workers are also given the freedom to determine the location where they work, a natural consequence of the work from home system (Ath Thooriq, 2020). In the employment agreement, the amount of the monthly wage must be spelled out in detail, and the amount must exceed the minimum wage applicable at the

Malang province level. Article 7 of the agreement emphasizes that workers have the right to allowances in accordance with company regulations, as well as holiday allowances and health insurance payments to BPJS Health. Responsibility for withholding income tax from wages is under the authority of the company.

In the employment agreement, workers are only allowed to take one break a day, and these breaks are not counted as working hours. However, activities carried out outside of working hours are regulated in the provisions, but unfortunately, there is no discussion of overtime compensation, which is actually a right of workers. While employment contract doesn't mention the right to assemble, Indonesian labor law (Article 104) guarantees it. The presence of labor unions provides a means for workers to voice their grievances and aspirations, with the aim of protecting their rights and strengthening their position in negotiations with employers (Ayuna, 2022).

First, in the agreed PKWTT, employers have not fulfilled several workers' rights, such as not providing wages for overtime work, which is contrary to the contents of the employment agreement. This shows that employers violate Article 78 Paragraph (2), which stipulates overtime pay as part of workers' rights that must be fulfilled by the company. Inaccuracy in fulfilling this right has the potential to trigger future conflict over the injustice (Sunaryo, 2021). In fact, this negligence not only has the potential to become a civil law problem but also a criminal one. Specifically, such negligence can be subject to criminal penalties, with a minimum imprisonment of one month and a maximum of twelve months, or Fines range from IDR 10 million to IDR 100 million.

Secondly, the interview results show that the employment agreement only regulates one hour of rest at work and annual leave, but does not cover aspects of maternity leave and leave for worship. Workers do not receive adequate information on other leave rights. Their understanding of leave and rights is limited to what is written in the employment agreement. The downside of work from home becomes apparent here due to the lack of interaction among coworkers or, if any, limited interaction and restricted to face-to-face meetings only.

From the labor development principles perspective, the lack of arrangements related to overtime pay and types of leave other than annual leave in the employment agreement suggests that the agreement has not fully supported the objectives of labor development. One of the main objectives of labor development is to empower workers optimally and properly. Non-payment of overtime wages is a form of violation of the human aspect because the essence of overtime wages is to support the optimization of workers and at the same time reward them by improving welfare. Not giving workers the right to

leave is also an act of disrespect. It is important to remember that the right to leave aims to provide workers with time off from work (Hastuti, 2015). In addition, leave provides an opportunity for workers to gather with their families on special days such as religious holidays or to expand their social circle.

Another objective of labor development is to open up relevant employment opportunities and ensure the availability of jobs with appropriate conditions with overtime pay and leave entitlements. Therefore, the absence of regulations regarding overtime wages and types of leave other than annual leave can be considered as violating the first aspect, which is related to the payment of overtime wages, but not violating the second objective related to relevant employment opportunities.

The third objective of labor development is to provide protection and improve the welfare of workers. Overtime pay that is not stipulated in the employment agreement leads to the unprotection of workers' rights. When this is not stipulated in the employment agreement but is regulated in the Manpower Law, employers may use the excuse that there is no overtime pay because it has been agreed by both parties, or adhere to the principle of *pacta sunt servanda*. However, in this context, the legal protection provided by the Employment Law should outweigh the individual agreement contained in the employment agreement. This is because this regulation aims to provide protection for workers' rights, which must be complied with by employers even though it is not explicitly regulated in individual agreements.

Fourth objective When aspects of overtime pay and leave entitlements other than annual leave are not accommodated in employment agreements, this directly affects the welfare of workers and their families. This can hinder the potential for welfare improvement, as leave and overtime pay are important elements in helping workers achieve work-life balance and increase their income. In this case, company policies or labor agreements that do not take these into account may hinder the welfare of workers and their families.

Employment agreements play an important role as a reference in the relationship between employers and employees. This agreement has a crucial role in achieving welfare and improving the quality of life in line with the objectives of labor development. When a work agreement is made in good faith between both parties, it can provide a legal basis for workers to obtain their rights. When workers' rights are adequately fulfilled, this can have a positive impact on the company, including increased worker productivity and job satisfaction.

Fulfillment of Work from Home Workers' Rights in Accordance with the Employment Agreement

There are several things that workers get from employment agreements, such as a set wage, the right to severance pay during religious holidays, and a number of other benefits, including housing assistance and family support. Employees have the flexibility to do their work from remote locations. This allows many workers to choose other places such as cafes or their homes, as workplaces rather than offices. When there are documents that need to be signed, the procedure does not always require an in-person meeting between the worker and the company as documents can be scanned and sent via email for the signing process.

It is true that workers have the right to one hour of rest that does not count as working hours and are also entitled to fourteen days of annual leave. However, interviews show that most workers do not have sufficient knowledge of their rights regarding other types of leave besides annual leave. They realized that the company did not provide sufficient information regarding rest periods and other than annual leave at the time they signed the contract. Their knowledge of these rights is limited to what is outlined in the employment agreement, which only regulates rest periods and annual leave. According to the HR department, details regarding rest periods, leave, and even leave for worship are outlined in the company's internal regulations. found these details in Article 28 of the company's handbook.

1. Employees who've been with the company for at least three years continuously can be granted temporary leave to fulfill religious obligations, particularly the Hajj pilgrimage, as approved by the government;
2. This provision is only given once during the period of employment with the company;
3. Workers who will temporarily leave their jobs to engage in religious activities must apply for permission at least thirty days prior to their departure;
4. Permits granted for religious activities must be in accordance with applicable regulations;
5. Providing maternity leave for 3 months with a scheme of 1.5 months before and 1.5 months after giving birth;

6. The last part of Article 28 explains that maternity leave will only be granted to workers who have worked for not less than three years. This type of leave is like a long break given to workers who work remotely (work from home).

Thus, Indonesian workers are legally entitled to social security benefits, which include programs managed by BPJS Kesehatan and BPJS Ketenagakerjaan. Through BPJS Kesehatan, they're enrolled in a standard health insurance plan that covers medical expenses. For retirement planning, they're registered with BPJS Ketenagakerjaan, which provides benefits like pensions upon reaching retirement age (President of the Republic of Indonesia, 2018).

Workers in the company face two main issues related to their rights. First, in relation to the right to join a trade union, they feel that the company does not facilitate trade unions, which may affect their freedom of association and expression of their collective aspirations. Secondly, in relation to skills development, workers perceive a lack of opportunities to improve their skills because they have never been included in in-company training or external training programs. This can impact on their ability to develop professionally and improve their competencies in line with job needs or changes in the job market (Budiono, 2016).

Based on the conclusions from the results of the interview, there are indications of violations or discrepancies in the fulfillment of workers' rights as in accordance with work agreement Number 27/PKWT/PT-AA/VIII/2022 between Mr. YY and XX Company. Violation of the provisions of the employment agreement can be seen from the non-fulfillment of several rights that have been regulated in the agreement, such as:

1. Overtime Work Wages: Workers do not receive compensation for work performed beyond the agreed upon working hours;
2. Lack of Breaks and Leave Other than Annual Leave: Workers feel that they are not given breaks other than the one hour break stipulated in the agreement. This is because workers do not have adequate knowledge of their other leave entitlements;
3. Limited Gathering and Personal Development Rights: Workers feel that they do not have sufficient opportunities to get together with colleagues or develop their skills through training.

In this case, the discrepancy between what is stipulated in the employment agreement and the reality that occurs in work practices is a key point of indication of default or non-compliance on the part of the company with the agreed agreement. Workers' lack of understanding of their rights in terms of overtime pay is a significant problem. Awareness of the rights they are entitled to is essential in maintaining their protection in the workplace. There is a need to educate and raise awareness of the legal provisions related to remote work, including their rights to overtime pay. Companies should conduct better communication and provide clear information to workers about their rights, including the right to overtime pay, even though they work remotely (I Dewa Ayu Mirah Octaviani & Suardana, 2018).

In addition, it is important for workers to be informed about their rights and understand the legal provisions governing the labor field. This can be done through training sessions, seminars, or documents that provide in-depth explanations of rights and obligations. By doing so, it is hoped that workers can be more aware and clearly understand their rights in work from home situations.

CONCLUSION

Work-from-home conditions have become the new norm in many industries, especially with the massive shift towards the use of digital technology and the increasingly easy availability of the internet. However, its presence in Indonesian labor law is still not fully regulated.

The results of the research show that there is a gap between what is stipulated in the employment agreement and the provisions that should be implemented according to the Labor Law. Some examples of violations include non-fulfillment of overtime pay, restrictions on leave for religious activities, and inconsistent maternity leave policies, these are violations of regulations that have the potential to cause disputes between the parties involved. In fact, in some cases, such violations can become more serious legal issues, including criminal matters.

The lack of awareness of workers about their rights, especially limited to information stipulated in employment agreements, points to the need for better education and information to workers about their rights and obligations under applicable labor laws.

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