

LEGAL PROTECTION FOR DOCTORS IN LEGAL DISPUTES IN HOSPITALS FROM THE PERSPECTIVE OF EMPLOYMENT AGREEMENTS

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Abstract

The aim of this study is to find out how the hospital's efforts to protect doctors who work under employment agreements such as permanent doctors and non-permanent doctors at the hospital and find out what the content of the contract agreement for permanent and non permanent doctors working at the Hospital. This research was carried out in two stages: literature research which aims to obtain secondary data as the main source of data including key legal documents, namely Law Number 17 of 2023 concerning Health. The researcher draws the conclusion that the protection in the hospital does not guarantee the certainty of legal protection for doctors. It is very important to create an optimal collective bargaining agreement between the doctor and the hospital so that a Light and Wise Legal Dispute Resolution is created. The research can provide new knowledge related to the construction of employment agreements for doctors working in hospitals.

Keywords: legal protection, doctors, employment agreement, hospital

INTRODUCTION

In the regulation of the Minister of Health number 631/MENKES/SK/IV/2005 concerning guidelines for internal regulations for medical staff, doctors are categorized into permanent doctors, organic doctors, part-time doctors, visiting doctors, consultant specialists, teaching staff, general practitioners of the emergency department (ER), and general practitioners of intensive care units. The division of types of doctors in this regulation does not reflect the status of doctors who practice health services in hospitals are subordinated to the status of workers according to Law Number 13 of 2003 on employment, the Labor Law defines its workers in two categories, namely fixed-time workers and workers for indefinite hours, as stated in article 56 paragraph 1 of Law Number 13 of 2003.

It is very difficult if the legal status of doctors practicing in hospitals is subject to Law number 13 of 2003 concerning employment (hereinafter abbreviated as Law 13/2003). For doctors who are not permanent doctors of the hospital, it is not necessarily defined as a doctor who works in a hospital for a certain time. This is because Law number 13 of 2003 only divides certain time work into 2 (two) types, namely working for a certain time and working on the completion of certain work, as stated in article 56 paragraph (2) of Law number 13 of 2003. The status of practicing doctors in hospitals who are not permanent doctors into the workforce for a certain time according to Law number 13 of 2003 is also a matter of difficulty for hospital corporations and can weaken the hospital's business. Because the Law has limited the employment relationship for a certain time to the period and type of work, permanent work is not the object of the worker for a certain time (article 56 paragraph 2 of Law number 13 of 2003). Work for a certain time is only limited to 2 (two) years and can be extended only 1 (one) time for a period of 1 (one) year (article 56 paragraph 2 of Law number 13 of 2003). Such a construction is impossible to apply to hospital business activities because the work of doctors is permanent. In addition, efforts to limit 2 (two) years and extend 1 (one) year of service can be detrimental to hospitals as business entities that rely on a trust.

The unclear legal position of doctors in hospitals constructed by legal regulations in Indonesia can create legal problems for the enforcement of the Hospital Law article 46, especially the party who deserves to be liable, the Hospital Law article 45 essentially regulates the concept of *vicarius liability*. The problem arises when there is no synergy between the Hospital Law, the *Burgerlijk Wetboek* (BW) Law, the Medical Practice Law, and the paradigm regulated in the medical council. Article 46 of the Hospital Law regulates the transfer of liability from health workers in hospitals to hospitals as legal entities. On the other hand, article 39 of the Medical Practice Law stipulates that the implementation of medical practice is only carried out in the form of an agreement between doctors and patients. This is also strengthened by the guidelines in the medical council in the event that doctors practicing in hospitals hold contractual bonds of medical care in hospitals between doctors and patients.

The absence of synergy increasingly arises when the Civil Code also regulates medical treatment contracts in Indonesia, Book III (three) (*Burgerlijk Wetboek*) has not yet ratified the medical treatment contract as a special agreement on *Nieuw Burgerlijk Wetboek* (N.B.W) even though the Civil Code has not yet ratified, medical treatment contracts are still recognized in Indonesia, but there is no firmness in recognizing hospitals as legal entities as medical service providers as in the Netherlands and Austria. This can affect the construction of rights and obligations contained in the enforcement of the principle of patient autonomy in Indonesia. Moreover, legal developments in the courts in Indonesia, hospitals have begun to be required to also be legally responsible in cases of violation of patient autonomy as happened in the lawsuit of Pitra Azmirla and Damitra Almira. The application of article 46 of the Hospital Law also becomes difficult to enforce when the government itself gives recognition to doctors who are not in a working relationship to be able to practice in hospitals, such as partner doctors. Doctors who do not have the status of working in a hospital in essence tend to have similarities with the status of independent contractors (Chown, 2020; Manor & Holland, 2022). Such a doctor acts for himself and makes the hospital a place of *pattek*, therefore, article 46 of the Hospital Law clearly cannot be applied to doctors in hospitals who are in the position of independent contractors. Therefore, the doctor is responsible for himself and cannot transfer the liability to the hospital.

In the Netherlands, according to *Nieuw Burgerlijk Wetboek* (N.B.W), the liability system for the provision of medical services can be distinguished between legal entities and individuals. This debate is important to determine the parties who must be held responsible if there is a violation of civil rights. In the Netherlands, the concept of medical liability is regulated, namely central liability, Article 7: 462 *Nieuw Burgerlijk Wetboek* (N.B.W), this type of liability applies to hospitals that doctors use as a place to treat patients. The central liability arrangement is a solution for doctors who enter into their own contracts with patients and doctors position themselves as legal subjects who act as medical service providers (independent contractors) and doctors can access facilities at the hospital. According to Article 7:462 *Nieuw Burgerlijk Wetboek* (N.B.W), the law considers that hospitals are jointly liable for failure to perform medical care contracts if hospitals as legal entities are involved in contracts. Article 7 : 463 *Nieuw Burgerlijk Wetboek* (N.B.W). provide an opportunity for both doctors (not workers) and hospitals to determine the limit of liability or exceptions to anticipate the legal consequences incurred by the executor of the medical treatment contract related to the enforcement of the central liability.

In the Netherlands, the phenomenon of specialist doctors in hospitals is not like specialist doctors in other countries. Hospitals in the Netherlands do not always designate specialist doctors as permanent employees of the hospital's legal entity with the status of an employment relationship. The specialist doctor formally works on his own behalf and works on a contract that is basically for and within the hospital. Liability to the doctor also depends on the doctor's position in medical treatment. In the Netherlands, liability to doctors is

distinguished into two forms, namely liability on the basis of default or liability based on unlawful acts. Both liabilities depend on the position of the doctor in the medical care relationship, when the doctor works in the hospital, the hospital's liability is on the basis of default, while the doctor is liable on the basis of unlawful acts for the mistakes he commits. For doctors who work in hospitals on the basis of *admittance contract*, doctors and hospitals are still liable for actions taken in the hospital with an exception.

With this, researchers are of the view that the 7-year-old boy is suspected of undergoing tonsil surgery at Kartika Husada Hospital Bekasi and was diagnosed with brain stem death. The victim's parents reported alleged medical malpractice at the hospital. One of the cases of legal disputes in Bekasi, so the researcher gives an example, namely the case of brain stem death after tonsil surgery at Kartika Husada Jatiasih Hospital-Bekasi City, that doctors participate in being examined and reported by patients, therefore doctors need protection when working in hospitals and or need to be protected by hospitals. Hence, the work agreement between the hospital and the doctor must be formulated correctly in the future.

The employment contract between doctors and hospitals is the legal basis in protecting the rights of doctors (Cruess & Cruess, 2020; Derber, 2022; Johnson & Butcher, 2021; Nampewo et al., 2022; Rhodes, 2020). The employment contract must contain clear details regarding duties, responsibilities, work schedules, salaries, and various other aspects related to the employment relationship (Davidescu et al., 2020; Duggan et al., 2020; Keller & Kirsch, 2020; Kreshpaj et al., 2020; Spurk & Straub, 2020). In the event of a dispute between doctors and hospitals, the rights agreed upon in the employment contract are important criteria for justice and legal protection for doctors.

If there is a legal dispute that results in the termination of the employment relationship, then legal protection for doctors must be considered when terminating the employment relationship (Beauchamp et al., 2014; Wilkey, 2011). The employment contract must contain provisions regarding the lawful reasons for termination of employment, procedures that must be followed, and doctor's rights after termination of employment. If the termination of employment is not in accordance with the contract or is invalid, the doctor can demand compensation or restoration of the rights violated.

Doctors have the right to protection from discrimination in the workplace and other violations of the law (Sukhera et al., 2022; Véliz, 2020). If a doctor experiences discrimination based on gender, religion, race, or other factors that are protected by law, then the doctor can file a lawsuit against the hospital. Doctors can also seek legal protection through employment contracts if their basic rights, such as the rights to privacy, security, and fair treatment, are violated.

Employment contracts typically include dispute resolution mechanisms, such as mediation or arbitration, that allow disputes between doctors and hospitals to be resolved without going through a court of law. This mechanism provides an alternative to faster and more efficient legal dispute resolution. Doctors must understand the dispute resolution provisions contained in their employment contracts and make use of them appropriately.

Based the above explanation, this study aims to find out how the hospital's efforts to protect doctors who work under employment agreements such as permanent doctors and non-permanent doctors at the hospital and find out how the content of the contract agreement for permanent doctors and non-permanent doctors who work at the hospital. The existence of the current research can provide new knowledge related to the construction of employment agreements for doctors working in hospitals.

RESEARCH METHOD

This research uses a conceptual approach. The research location was visited to obtain the materials needed by private hospitals, namely Amanda Cikarang Hospital and Dewi Sri

Karawang Hospital. This research was carried out in two stages: literature research which aims to obtain secondary data as the main source of data including key legal documents, namely Law Number 17 of 2023 concerning Health. Secondary legal sources are in the form of works, books, periodicals, research results, articles related to research. Tertiary legal sources, namely materials that can provide clues and explanations to primary and secondary legal sources. A data analysis method that uses qualitative methods to draw conclusions from research findings. The data obtained is arranged logically, systematically and empirically without using numbers.

RESULT AND DISCUSSION

Hospital Legal Protection for Doctors in Legal Disputes in the Perspective of Employment Agreement.

Dewi Sri Hospital is a Private Hospital located in Karawang Regency, and Dewi Sri Hospital is under the auspices of the Limited Liability Company (PT) Dewi Sri Piranti Syifa Persada. The long history of the establishment of Dewi Sri Karawang Hospital began in 1978 which was founded by one of the Doctors who graduated from one of the well-known universities in Indonesia, in 1973, which began with the practice of General Practitioners in 1978.

That the researcher needs to explain that the legal entity of the dewi sri hospital has become a limited liability company, and the dewi sri hospital itself is under the auspices of PT (a limited liability company), so that the hospital has the authority to hold or collaborate in the field of law or other subjects, including with doctors, health workers, or other service users, and the dewi sri hospital can be called a service category that is solely the hospital seeking profit solely and need to be explained by the researcher based on it.

Hospitals established by limited companies are owned by the company and are legally operated by its headquarters. There are two forms of hospital law in Indonesia. One of them is a hospital established in the form of a public interest institution as a technical implementing body, while the two hospitals are private business entities, and Dewi Sri Hospital itself is a private hospital, which seeks profits. Hospitals as legal entities can also establish cooperation.

That based on the results of an interview with one of the doctors and the management of Dewi Sri Hospital, there are still no clear rules for legal protection at Dewi Sri Hospital, among which Dewi Sri Hospital still uses third parties or insurance in protecting doctors who work permanently or non-permanent doctors at the Dewi Sri Hospital, What distinguishes only from the employment agreement system, among which is what distinguishes from the payment alone.

Although insurance can be said to be a public organizer, it is not appropriate, Dewi Sri Hospital places insurance as legal protection for doctors who work in hospitals, in other words, insurance is a protection mechanism against economic risks that may arise in the future. The insured pays the premium to the insurance company, and in the event of an unforeseen event stipulated in the insurance policy, then the insurance company will issue a refund. With the hospital's mistake, it can cause new problems.

In general, legal protection is an effort to guarantee and respect human rights and freedoms so that everyone can live and thrive in a safe, orderly, and peaceful atmosphere. In a broad sense, legal protection can be interpreted as all efforts made by the state, public administrators, and/or others to enforce the law and achieve justice to protect human rights and freedoms.

It is clear that Dewi Sri Hospital is wrong in applying legal protection to doctors and is not on target, legal protection can be seen from the status of the doctor's relationship with the hospital in the employment agreement.

Legal relationship between doctors and hospitals. In modern times, hospitals are not only health facilities, but also corporations that provide health services to the local community. Hospitals have an organizational structure that aims to provide medical services to medical service users. In addition, the hospital also has high-tech and capital-intensive medical equipment to support patient care. In addition to allowing hospitals to provide doctors, nurses, and other personnel to provide medical services to patients, there are also regulations related to hospitals that allow hospitals to be recognized as legal entities and benefit from the commercialization of medical services. This means that the field of health services and the provision of health services has entered the era of industrialization of commercial services. Therefore, healthcare becomes a commercial good and is subject to the growing market value between service providers and those who need it.

With these new problems, the researcher argues that there must be legal protection for doctors who work in ideal hospitals based on the perspective of employment agreements, so there must be. The working relationship between doctors and hospitals is regulated in a company agreement that contains the rights and obligations of both parties. Ideally, this company agreement includes clauses that provide the maximum legal protection to doctors, such as:

1. **Disclaimer** This provision exempts doctors from legal liability for medical negligence as long as the doctor operates in accordance with professional standards and hospital protocols. This means that if the doctor performs a medical action in accordance with professional standards and hospital protocols and the patient still suffers losses, then the doctor cannot be sued for the loss. For example, doctors perform surgical procedures according to professional standards and hospital protocols. However, there are complications after surgery. Doctors cannot be prosecuted for these complications because they work according to professional standards and hospital procedures.
2. **Legal Aid Clause** This clause obliges hospitals to provide legal assistance, if the doctor is sued by a patient or other party related to the hospital's work. Such legal support can be in the form of lawyer funding, legal assistance in court, and others. Example: A patient files a lawsuit because a doctor is accused of medical malpractice. Hospitals are obliged to provide legal support to doctors, including lawyer funding and legal aid in court.
3. **Professional liability insurance clause** This clause requires hospitals to provide professional liability insurance to doctors. It is a professional liability insurance that provides compensation if a patient suffers losses due to the doctor's medical negligence. Example: A doctor commits a medical error that results in his patient becoming permanently disabled. The patient filed a lawsuit with the doctor and the hospital to ask for compensation for the losses he suffered. Professional liability insurance covers patient damage.
4. **Patient Confidentiality Clause** This clause obliges doctors to maintain patient confidentiality. This means that doctors cannot share patient information with third parties without the patient's consent. Example: A doctor should not tell others about his patient's illness without the patient's consent.
5. **Dispute Resolution Clause** This clause regulates the dispute resolution mechanism between doctors and hospitals. This dispute resolution mechanism can be mediation, arbitration, or litigation. Example: If a business dispute arises between a doctor and a hospital, the dispute must be resolved first through mediation. If mediation is unsuccessful, the dispute may be resolved through arbitration or court.

In addition to the above provisions, hospitals can also provide additional legal protection to doctors in the following ways: 1. Provide legal training to doctors regarding

their rights and responsibilities. 2. Develop clear and structured standard operating procedures (SPOs) to minimize the risk of medical negligence. 3. Building a mutually supportive work culture between doctors and hospital management. By providing the greatest legal protection to doctors, hospitals can increase doctors' trust in hospitals and increase their motivation to provide the best service to their patients.

The obligation of hospitals to protect doctors in Article 193 of the Health Law of 2023 requires hospitals to protect doctors and other health workers from acts of violence, threats of violence, and harassment in carrying out their duties. Hospitals must provide adequate facilities and infrastructure to provide health services, including appropriate personal protective equipment (PPE) for doctors and other health workers.

Hospitals are obliged to facilitate the resolution of disputes between doctors and patients through mediation and other means. Hospitals' obligation to protect doctors: Article 193 of the Health Law of 2023 requires hospitals to protect doctors and other health workers from acts of violence, threats of violence, and harassment in the performance of their duties. Hospitals are obliged to facilitate the resolution of disputes between doctors and patients through mediation and other means.

Law Number 7 of 2014 concerning Trade article 4 paragraph (2) Trade is a series of activities related to the exchange of goods and services within and across national borders with the aim of transferring the right to goods and services to obtain rewards or compensation. So that the legal relationship between the Hospital and Doctors, or other Medical Personnel must have clear regulations or a clear legal umbrella in order to implement legal certainty and justice.

It is clear that Dewi Sri Hospital must be subject to the Labor Law which is regulated in several Regulations including the following.

Law Number 13 of 2003 concerning manpower which is the parent rule or regulation or reference for manpower in Indonesia

The regulations in Indonesia related to several employment agreements are regulated based on Law Number 13 of 2003 concerning labor and government regulation Number 35 of 2021 concerning employment agreements, namely employment agreements, including those in Indonesia:

- 1) A fixed-time work agreement (PKWT) is created for a specific period of time or to complete a specific task. The PKWT period is a maximum of 5 years and can be extended twice for a total of 10 years. If the PKWT is not extended or the employment relationship ends before the expiration of the validity period, the employer is obliged to pay severance pay and/or compensation for losses.
- 2) An indefinite time agreement (PKWTT), Designed indefinitely, means there is no time limit. The work of employees is stable because there are no restrictions on working hours. Employers are required to pay severance pay and/or compensation in the event of termination of employment.
- 3) Part-time work agreement (PKWPB), Working hours are less than 7 hours per day or 35 hours per week and are designed for a certain or unlimited period of time. Employers are obliged to provide rights and obligations in accordance with working hours.

That the researcher explains the difference between Labor and Professional Personnel, workers are individuals who are able to do work to produce goods or services, and their skills have basic skills that can be learned in a short time through training or work experience, their education does not always require higher education, but izasah or or training certificates may be needed, for example, Factory Workers, drivers, or farm laborers. Cashiers, and their income usually receive wages based on working hours or a relatively standard monthly

salary. The regulations are not bound by the code of ethics and/or the standards of the profession.

Professionals are individuals who have special expertise and knowledge in certain fields that are obtained through higher education, training, and work experience, and their expertise also has a high level of expertise that takes a long time to learn and hone, and their education also requires higher education and professional certification. for example or examples are Doctors, Lawyers, Accountants, Architects, Engineers. They usually receive a higher salary or wage than the average workforce, and the earning system can vary (salary, bonuses, incentives). The regulations are also bound by the code of ethics and professional standards that must be complied with.

Therefore, Doctors cannot be categorized as workers, Doctors are Professionals whose rules have a code of ethics and professional standards, so researchers are interested in the existence of these problems and how they are protected.

That before discussing the status of doctors who work in hospitals, they must be able to distinguish between which workers and which professionals

In general, or it can be said that doctors are included in the professional staff, and it greatly complicates the work space of doctors or the status of doctors who work in hospitals who must follow the Regulation of Law Number 13 of 2003 related to Labor, including non-permanent doctors, so with the problem of whether the doctor is a worker or a professional, I as a researcher is interested in researching these problems.

Based on Regulations in Indonesia. Doctors in Indonesia have the right to legal protection in carrying out their profession. These protections are important to ensure that doctors can work safely without fear of lawsuits. Legal Basis for Doctor Protection Various legal regulations that provide legal protection for doctors in Indonesia include:

Law No. 17 of 2023 concerning health

Health Law Number 17 of 2023 (Health Law) provides several legal protections for doctors in carrying out their profession. These protections are important to ensure that doctors can work safely without fear of lawsuits. The basis for legal protection in Law Number 17 of 2023 is on the Rights and Obligations in article 273:

- 1) Obtain legal protection while carrying out duties in accordance with professional standards, professional service standards, operational procedure standards, and professional ethics, as well as patient health needs.
- 2) Get complete and correct information from patients or their families.
- 3) Get proper salary/wages, service fees, and performance allowances in accordance with the provisions of laws and regulations.
- 4) Get protection for occupational safety, health, and security.
- 5) Get health insurance and employment security in accordance with the provisions of laws and regulations.
- 6) Getting protection for treatment that is not in accordance with human dignity, morals, morality, and socio-cultural values.
- 7) Receiving awards in accordance with the provisions of laws and regulations.
- 8) Get the opportunity to develop yourself through the development of competence, science, and career in their professional fields.
- 9) Rejecting the wishes of patients or other parties that are contrary to professional standards.

Based on Law Number 17 of 2023, the legal umbrella related to the legal protection of health workers is regulated in article 273, namely, health professions, practitioners, and health service providers have the right to obtain legal protection if they carry out their duties

in accordance with professional standards, professional service standards, standard operating procedures, and codes of ethics.

According to Insurance Law Number 40 of 2014, insurance is a financial services business organized by insurance companies, both life insurance companies and accident insurance companies, to collect funds from the public through the collection of premiums, contributions, and operating income. Any loss, damage, expense incurred, loss of profits, or law against third parties that may be borne by the insured or policyholder due to the occurrence of an uncertain event, the life or death of a person, or the occurrence of an uncertain circumstance. event. To compensate the insured for liability.

That most hospitals in Indonesia already feel that it is enough if there is already legal protection insurance, such as Dewi Sri Hospital itself, has participated in the insurance even though insurance cannot be categorized as Legal Protection, insurance is a company that manages or collects funds from the Insured.

A work agreement between a doctor and a hospital must be the basis or obligation that must be carried out by the hospital and the doctor in order to create a legal protection for a quality doctor if at any time encounters a legal dispute in the hospital must contain a clause and authority or responsibility between the hospital and the doctor in detail such as among them, namely the authority or rights of the doctor contained in the work agreement, the doctor's responsibilities contained in the employment agreement, and the handling of legal disputes.

The central role of a work agreement is very important because the work agreement must be transparent or firm so that it is useful in dealing with legal disputes between doctors and hospitals, in resolving it lightly and wisely, an effective agreement will produce legal certainty for both parties between doctors and hospitals so that the rights of doctors working in hospitals are protected.

The Employment Agreement is a very important tool for Doctors or Health Workers to protect the rights of Doctors so that a Light and Wise Legal Dispute Resolution is created. The Doctor must be able to understand the Authority or rights of the Doctor contained in the Employment Agreement, and the Doctor must have great guts if there is an agreement that is violated.

Doctors are usually expected to work according to professional standards set by the relevant medical institution or health authority. If doctors act in accordance with these standards and follow the applicable procedures, they will have better legal protection in the litigation process. If the doctor is proven to be negligent in providing health services or does not meet the expected standards, then the doctor can take legal action. However, in some jurisdictions, doctors may be covered by professional liability insurance or laws that set deadlines and indemnities that patients can claim.

A Legal Protection by Hospitals for Doctors is very important, in Indonesia itself legal protection for Doctors has been regulated, but how is it implemented whether it is in accordance with existing rules or according to the expectations of Doctors. If we discuss Hospital Legal Protection for Doctors, then it is closely related to a legal protection clause/agreement in the Ideal work agreement between the Hospital and the Doctor. Therefore, it is necessary to understand what a clause/Legal Protection Agreement is. Clause or Agreement is a provision in an agreement whose purpose is to protect the rights and interests of the contractors so that it gives rise to a legal relationship, namely the existence of rights and obligations. So that legal protection for the contractors, namely hospitals and doctors, is protected their rights. There are also these clauses that can regulate various things, including Limitation of liability, This clause can limit a party's liability for losses that may arise from the performance of the contract. Dispute Resolution: This clause may specify how disputes that may arise between the parties will be resolved, e.g. through mediation,

arbitration, court, etc. Legal Consequences: This clause may determine the legal consequences of a contract.

Legal protection clauses are included in various types of contracts, such as sales contracts, lease agreements, and cooperation agreements. The existence of this clause is very important to maintain legal certainty and minimize the risk of disputes between the parties.

Therefore, the researcher made observations at Dewi Sri Karawang Hospital, with one of the Health Workers and Management of Dewi Sri Karawang Hospital, how the work agreement was applied at Dewi Sri Karawang Hospital, basically the hospital had made a work agreement related to legal protection for doctors working at Dewi Sri Karawang Hospital. However, the Dewi Sri Karawang Hospital has not been more specific regarding the existence of the Legal Protection clause from the Dewi Sri Hospital to permanent doctors and visiting doctors who work at Dewi Sri Karawang Hospital, that at Dewi Sri Karawang Hospital only applies professional insurance which distinguishes, in the agreement among them, namely in terms of payment. According to Article 246 of the Commercial Code (KUHD), insurance or indemnity is a contract in which an insurance company promises to compensate the insured for lost losses, damages, or profits in exchange for a premium. This can be caused by uncertain events. So it is clear that there are mistakes and inappropriate legal certainties made by Dewi Sri Hospital regarding the Employment Contract so far.

From the researcher's point of view, there is an unclear and inappropriate concept made by Dewi Sri Karawang Hospital, related to the Hospital Work Agreement. It is clear and clear that in Law Number 17 of 2023, it reads that hospitals are obliged to protect and provide legal assistance for all hospital officers in carrying out their duties. And there are several indications between whether a doctor is a worker or a professional, so that with this problem, the researcher is of the view that there is still no legal certainty regarding the status of doctors who are not permanent doctors.

Because the status of doctors working in hospitals is ambiguous, Law Number 13 of 2003 only divides work into two, namely working for a certain period of time, so our doctors are defined as doctors who work in hospitals for a certain period of time. a certain period of time. Regarding the completion of certain works as referred to in Article 56 Paragraph 2 of Law Number 13 of 2003. According to Law Number 13 of 2003, the status of hospital doctors who do not work permanently for a certain period of time is a weakness of hospitals and companies. This is because this law makes the employment relationship permanent for a certain period of time. Types of activities that have a time limit. The fixed working period is not limited to a certain period of time, but is limited to two years and can be extended once a year. According to Article 56 Paragraph 4 of Law Number 13 of 2003, the position of doctor is permanent, so there are no regulations that apply to the business activities of hospitals. There are also measures to limit the working period to two years and extend it to one year, which will have a negative impact on hospitals.

The lack of clarity on the legal status of doctors in hospitals, as regulated in Indonesian laws and regulations, can create new problems.

Ideal Employment Agreement Formulation for Doctors and Hospitals in the Perspective of Employment Agreement

Employment contract formulation is the process of drafting an employment contract that aims to create a written agreement between the hospital and the doctor regarding the rights and obligations of both parties. The ideal employment contract must be clear, complete, and in accordance with applicable laws and regulations.

In the context of an employment agreement, doctors and hospitals have a contractual relationship in which doctors provide medical services to hospital patients in exchange for

compensation and benefits. This relationship is governed by the terms and conditions stated in the employment agreement, which must be based on applicable laws and regulations.

Employer Relations or Hospitals act as employers, responsible for providing salaries, benefits, and a safe working environment to doctors. Doctors, as a profession that works in hospitals, are obliged to fulfill their professional duties and comply with hospital policies and procedures.

According to Article 1 number 5 of the Manpower Law Number 13 of 2003, a worker is a person who works either directly or indirectly by obtaining wages or other rewards and has an employment relationship with the employer.

Legal disputes or medical disputes in the world of health are disputes that arise between two or more parties related to legal events that occur within the scope of medicine, these disputes can involve medical personnel, patients, doctors, hospitals, and other related parties.

The causes of medical disputes:

- 1) Dissatisfaction with medical services arises due to several factors, namely diagnosis or treatment results that are not as expected, lack of information and explanation from medical staff, indifferent or unprofessional attitude of medical staff, and medical negligence that causes losses to patients.
- 2) Disagreements regarding medical costs: Patients may be harmed by medical claims that are deemed unreasonable or inconsistent with the initial contract.
- 3) Violation of patient rights: Patients have certain rights to receive health services, such as the right to completeness of information, the right to refuse treatment, and the right to privacy. Violations of these rights may give rise to disputes.
- 4) Medical Malpractice: Medical malpractice can occur due to a variety of factors, including negligence, carelessness, or lack of knowledge or skills from medical professionals. Medical errors that harm patients can lead to lawsuits.

Types of medical disputes:

- 1) Civil Disputes These disputes relate to the violation of rights and obligations between patients and healthcare providers. Civil disputes can be resolved through negotiation, mediation, arbitration, or court.
- 2) Criminal Disputes This dispute relates to alleged criminal acts committed by health workers, including medical negligence that resulted in the death of patients and falsification of medical documents. Criminal disputes are resolved through the criminal court process.
- 3) Administrative Disputes: These disputes relate to violations of medical laws and regulations. Administrative disputes can be resolved through mediation or state administrative courts.

That the researcher has made observations at the Dewi Sri Karawang Hospital, conducted a question and answer session with the Health Personnel and Management who said that the status of doctors who work is only based on the employment relationship, including permanent doctors and non-permanent doctors. So with the existence of new problems related to visiting doctors or non-permanent doctors who work in hospitals, doctors in hospitals are basically divided into two categories, namely doctors in working relationships, and visiting doctors or partner doctors.

So that with these problems, there is no legal certainty for doctors in employment relationships, or visiting doctors. When a legal dispute occurs.

The employment contract between doctors and hospitals must be fair, balanced, consistent with applicable laws and regulations, and provide the maximum legal protection to doctors. When developing an ideal doctor-hospital bargaining agreement, the following elements should be present:

- 1) Identity of the parties, name of the doctor, Medical Practice License Number (SIP), doctor's address, name of the hospital, name of the hospital manager/person in charge, hospital address.
- 2) Employment agreement.
- 3) Status and Duties of Doctors, Room/Area where Doctors Work Doctor's Working Hours, Wages and Benefits.
- 4) Basic Salary, Structural Allowances, Functional Allowances, Miscellaneous Allowances (e.g. attendance allowances, meal allowances, overtime allowances), Salary increase system.
- 5) Rights and Obligations of Doctors Rights of Doctors: Receive salaries and allowances in accordance with work agreements Receive holidays and leave in accordance with applicable laws and regulations Receive training and self-development Get legal protection Duties Receive awards for performance.
- 6) Doctor's Responsibilities: Carry out the work as best as possible, in accordance with professional standards and medical code of ethics Maintain patient confidentiality Maintain positive relationships with patients, patients' families, and colleagues Maintain a clean and healthy work environment Be prepared with the latest knowledge and skills.
- 7) Hospital Rights and Obligations Hospital Rights: Obtaining Medical Services from Professional and Quality Doctors, Requiring Doctors to Carry Out Their Duties According to the Collective Agreement with Doctors Who Violate the Collective Agreement or Affected Doctors.
- 8) Hospital obligations: Timely payment of doctors' salaries and allowances Providing leave and holidays to doctors in accordance with applicable laws and regulations Providing training and self-development to doctors Protecting doctors from unfair lawsuits Recognition of doctors' achievements
- 9) Termination of Employment (PHK) Reasons for Dismissal that are Allowed, Rights of Doctors Who Are Dismissed Hospital Obligations Dispute Resolution.
- 10) Dispute Resolution Mechanism, Dispute Resolution Forum, Other Regulations, Health and Employment, National Safety Regulations, Work Discipline Regulations, Confidentiality Regulations, Health Insurance Regulations, Professional Liability Insurance Regulations, other provisions deemed necessary.

In addition to the above elements, an ideal employment contract between a doctor and a hospital should also include some elements: Written in clear and easy-to-understand language Signed by both parties Duplicates made Well maintained by both parties. Through an ideal employment agreement, doctors and hospitals can establish mutually beneficial cooperation and provide the best medical services to patients.

From the point of view of an employment contract or employment agreement, it is important to create an optimal collective bargaining agreement between the doctor and the hospital. This agreement must balance the rights and obligations of the parties and comply with applicable laws and regulations.

According to Article 1 number 5 of the Manpower Law Number 13 of 2003, a worker is a person who works either directly or indirectly by obtaining wages or other rewards and has an employment relationship with the employer. Physicians meet this definition of workforce, whether they work in hospitals, clinics, or independent practices. They work for wages or other compensation, such as salaries, honorariums, and practice fees, as well as establish employment relationships with employers, such as hospitals, clinics, or patients.

In addition, doctors are also classified as a profession based on the Regulation of the Minister of Manpower Number 14 of 2013 concerning Classification and Procedures for Filling Vacancies. Doctors as professionals have special duties and rights regulated in laws

and regulations, including the obligation of doctors to have proof of competence, comply with the Professional Code of Ethics, and provide high-quality medical services. The right to receive a fair salary or other compensation, occupational safety and health, and opportunities for personal development. Therefore, it is clear that doctors are included in the category of workers.

Doctors can be classified into workers and professions. As a worker In an employment relationship, a doctor is bound to an employment relationship with an employer, such as a hospital, clinic, or patient. This employment relationship is subject to the applicable labor laws and regulations. Compensation Received Doctors receive salaries, honorariums, or expenses for their work Working hours and duties Doctors have the following working hours and duties Examining patients, providing diagnoses, and performing medical procedures.

Doctors have two sides: workers and professionals. These two aspects are interconnected and inseparable. Doctors must carry out their duties by complying with professional ethics and applicable work regulations.

Employment contracts can be viewed from various perspectives, among others, Legal Perspective An employment contract is an agreement between an employer and an employee that gives rise to rights and obligations for both parties. Employment contracts are subject to labor laws and must be in writing. Business Perspective: An employment contract is a tool to regulate the relationship between employers and workers. The right employment contract helps employers achieve business goals and increase employee productivity. Employee Perspective: An employment contract is a tool to protect the rights of employees. A good employment contract guarantees employees receive adequate wages and benefits, adequate leave and holidays, and a safe and comfortable work environment. The importance of understanding the perspective of the employment contract Understanding the perspective of the employment contract is important if: Employer: To help us conclude a fair and mutually beneficial employment contract.

So that with these problems, there is no legal certainty for doctors who are not permanent doctors, or visiting doctors when a legal dispute occurs.

CONCLUSION

Legal protection for doctors in Indonesia can be achieved through standard employment contracts and other initiatives by hospitals. These contracts should be clear, complete, and easy to understand, comply with legal requirements, be fair and balanced, and be easy to understand. An ideal enterprise agreement can improve working relationships, security, and professionalism for doctors. However, the current work agreement at Dewi Sri Karawang hospital lacks legal protection, as it only provides insurance. To ensure equal legal protection and fair collective bargaining agreements, steps should be taken to strengthen regulations, increase education and training on doctors' rights and responsibilities, encourage medical professional associations to defend doctors' rights, build an effective mediation system for medical disputes, and increase awareness of fair employment contracts between hospitals and doctors.

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