

Legal Protection in Fixed-Term Employment Contracts: Striking a Balance Between Workers' Rights and Obligations

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Abstract

Employment problems in Indonesia are greatly influenced by rapid population growth and uneven population distribution. Labor significantly affects the progress of the Company; it contributes to raising the Company's standard of living and productivity, and it needs to be given more authority so that the business can compete in the modern global marketplace. The employment agreement protects each party's rights and responsibilities. An employment contract offers the advantage of providing a thorough justification of the arrangement reached between the employer and the worker, also to ensure that the Company does not act arbitrarily towards its employees and does not harm each other, since social security guarantees the income of the worker and acts as a type of work protection, it is significant for the worker. This type of research uses normative law to describe or explain problems regarding employment agreements and guarantee the rights and obligations of workers. The data used is a type of secondary data, and the sources come from literature, literature studies, various laws and regulations, and tertiary legal materials. Tertiary data, such as legal dictionaries and encyclopedias, comes from tertiary data types. The data is analyzed using qualitative approaches. The purpose of this study is to look into how certain conditions of employment agreements are implemented and what legal protections are offered to workers who put in a specific number of hours. Companies must also take responsibility for safeguarding employees' fundamental rights and making sure they are all treated fairly. The legislation must strengthen workers' legal protections for the duration of the employment contract in order to guarantee that employers or businesses do not mistreat workers or laborers.

Keywords: *Legal Protection, Fixed-Term Employment Contracts, Workers, Rights and Obligations*

Abstrak

Masalah ketenagakerjaan di Indonesia sangat dipengaruhi oleh pertumbuhan penduduk yang cepat dan distribusi penduduk yang tidak merata. Ketenagakerjaan sangat mempengaruhi kemajuan Perusahaan, mereka berperan dalam meningkatkan kesejahteraan dan produktivitas perusahaan, dan mereka harus diberdayakan agar perusahaan mampu bersaing di pasar

global saat ini. Perjanjian Kerja menjamin hak dan tanggung jawab masing-masing pihak. Perjanjian kerja memiliki manfaat memberikan penjelasan rinci tentang perjanjian yang dibuat antara pemberi kerja dan karyawan, juga untuk memastikan bahwa perusahaan tidak bertindak sewenang-wenang terhadap karyawannya dan tidak saling merugikan, karena jaminan sosial menjamin pendapatan pekerja dan bertindak sebagai jenis perlindungan kerja, Ini sangat penting bagi pekerja. Jenis penelitian ini menggunakan hukum normatif untuk menggambarkan atau menjelaskan permasalahan mengenai perjanjian kerja dan menjamin hak dan kewajiban pekerja. Jenis data sekunder adalah yang digunakan dan sumbernya berasal dari literatur, studi kepustakaan, berbagai peraturan perundang-undangan, dan materi hukum tersier. Data tersier, seperti kamus hukum dan ensiklopedia, berasal dari tipe data tersier. Data diteliti menggunakan teknik kualitatif. Penelitian ini bertujuan untuk menyelidiki cara-cara penerapan ketentuan perjanjian kerja tertentu dan perlindungan hukum yang diberikan kepada karyawan yang bekerja untuk jangka waktu tertentu. Melindungi hak-hak dasar pekerja dan memastikan bahwa setiap pekerja diperlakukan secara adil juga harus berada dalam lingkup bisnis. Undang-undang harus memperkuat perlindungan hukum pekerja sepanjang masa kontrak kerja untuk menjamin bahwa pekerja atau buruh tidak dirugikan oleh pengusaha atau dunia usaha.

Kata kunci: *Perlindungan Hukum, Perjanjian Kerja Waktu Tertentu, Pekerja, Hak dan Kewajiban*

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Introduction

The larger population and unbalanced distribution are components that greatly influence labor problems in Indonesia. Labor greatly affects the progress of the Company; they also play a role in increasing the productivity and welfare of the business, in order for the business to compete in the worldwide market. The responsibility and role of labor are very important in national development as actors in the development goals. In Dutch, the employment agreement is called *Arbeidsoverenkoms*, understanding the following, Number 35 of the Government Regulation of 2021 about Specific Time Work

Agreements, a definition is given in Number 9 Article 1 regarding outsourcing, employment termination, rest breaks, and working hours, namely: "An employment agreement is a contract that outlines the terms of employment, rights, and responsibilities for both an employer and a labourer".

The Employment Agreement safeguards each party's rights and responsibilities. Both employers and workers have different rights and obligations in employment agreements. The worker inherits the employer's rights and obligations, and the employer's obligations are transferred to the worker.¹ Paying salaries, granting statutory leave and holidays, arranging workplaces and equipment, acting as a good employer, and making certificates are all the responsibilities of employers. However, workers' responsibilities include completing their duties, complying with company regulations, and acting as good workers.

The agreement itself is stated in Article 1313 of the Civil Code, which specifies an act in which one or more persons connect themselves to another or more people.² In another instance, an agreement turns into a legal relationship, which in turn turns into a legal act. One might conclude that the agreement is a form of the source of the agreement, or that the legal act is what causes the legal connection of the agreement to exist. In grammar, this agreement is called a contract. When contracts and agreements are founded on legal acts to bind the parties to the legal relationship of the agreement, they have the same meaning.³ Given the widespread use of the term "contract" in the business world and the fact that it is an economic transaction that should not be taken lightly, business contracts are typically written down, making them what are known as written agreements.

One of the advantages of an employment agreement is that it describes the agreement between the Company and the employee and incorporates the duties and rights of the business and its workers in order for the business to avoid arbitrary actions against

¹ D H Soewono, "Perjanjian Kerja Waktu Tertentu: Tinjauan Dari Perspektif Juridis Sosiologis-Reflektif Kritis," *Jurnal Elektronik Universitas Kediri*, 2020, 1–18, <https://hukum.unik-kediri.ac.id/wp-content/uploads/2019/04/FINAL-9-PKWT-JURNAL-BY-UNIK.pdf>.

² Moses Nathanael and Benny Djaja, "Legal Consequences of Agreements Made with Back Dates," *Unes Law Review* 6, no. 1 (2023): 2869–82, <https://learn-quantum.com/EDU/index.html%0Ahttp://publications.lib.chalmers.se/records/fulltext/245180/245180.pdf%0Ahttps://hdl.handle.net/20.500.12380/245180%0Ahttp://dx.doi.org/10.1016/j.jsames.2011.03.003%0Ahttps://doi.org/10.1016/j.gr.2017.08.001%0Aht>.

³ Aumalia Hanipah et al., "Employment Contracts in Employment Business Law: An Analysis of Legal Protection of the Rights and Obligations of Workers," *Maliyah : Journal of Islamic Business Law* 13, no. 1 (2023): 110–32, <https://doi.org/10.15642/maliyah.2023.13.1.110-132>.

its employees and avoid damage to each other.⁴ In addition, social security is very important for workers because it is a type of job protection that serves to maintain or guarantee workers' income, including in cases where workers cannot work due to problems they cannot solve.⁵

Legal protection, according to Tedi Sudrajat and Endra Wijaya, serves to protect human interests. Therefore, the law must be applied professionally, and law enforcement must be held accountable for violations of the law.⁶ Regulation No. 35 of 2021 of the Government on Specific Time Work Agreements, Outsourcing, Working Hours, Rest Periods, and Employment Termination, Article 1, Point 9, outlines: "The employment agreement between laborers or employees and employers or employers specifies the terms of employment, rights, and responsibilities of both sides."⁷ A fixed-time employment agreement is a type of employment agreement that is based on a job whose completion can be estimated. The types of fixed-term employment agreements (PKWT) include: work that is performed once/temporarily, is expected to be completed shortly, is not dependent on the season, is related to new activities, new goods, or other products that are being tested or marketed, and does not have a fixed type or purpose.⁸

There must be a documented employment agreement for a specific duration. This provision is made to prevent unwanted things from happening when the employment contract ends.⁹ An employment agreement shouldn't ask for a probationary period for a predetermined period of time.¹⁰ Without the consent of the designated official to evaluate

⁴ M. Yahya Harahap, *Hukum Acara Perdata : Tentang Gugatan, Persidangan, Pembuktian, Dan Putusan Pengadilan*, Ed. 2, Cet (Jakarta: Sinar Grafika, 2019).

⁵ Zakia Arikianti, Enjum Jumhana, and Desriama Peronika Sihite, "Analisis Pentingnya Suatu Sistem Terhadap Jaminan Sosial Bagi Para Tenaga Kerja," *Eksekusi: Jurnal Ilmu Hukum Dan Administrasi Negara* 3, no. 1 (2025), file:///C:/Users/User/Downloads/EKSEKUSI+VOL+3+NO.+1+FEB+2025+HAL+227-235.pdf.

⁶ Endra Wijaya Tedi Sudrajat, *Perlindungan Hukum Terhadap Tindakan Pemerintahan* (Jakarta: Sinar Grafika, 2021).

⁷ Presiden Republik Indonesia, "Peraturan Pemerintah Nomor 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja Dan Waktu Istirahat, Dan Pemutusan Hubungan Kerja [Government Regulation Number 35 of 2021 Concerning Work Agreements for Certain Time, Outsourcing, W,]" *Peraturan Pemerintah Republik Indonesia Nomor 35 Tahun 2021*, no. 086142 (2021): 42, <https://peraturan.bpk.go.id/Home/Details/161904/pp-no-35-tahun-2021>.

⁸ Saprudin, Achmad Faishal, and Suprpto, "Protection Of Workers In Certain Time Employment Agreements In Indonesia," *International Journal of Political, Law, and Social Science* 4, no. 1 (2023): 19, file:///C:/Users/User/Downloads/IJPLS+4-1-2.pdf.

⁹ Chaca Tiara Indah Sartika, Faizah Bafadhal, and Ageng Triganda Sayuti, "Pemutusan Hubungan Kerja Di Masa Pandemi Covid-19," *Zaaken: Journal of Civil and Business Law* 3, no. 3 (2022): 412–30, <https://doi.org/10.22437/zaaken.v3i3.18797>.

¹⁰ Broto Suwiry, *Hukum Ketenagakerjaan (Penyelesaian Perselisihan Hubungan Industri Berdasarkan Asas Keadilan)* (Surabaya: LaksBang Pressindo, 2017).

performance, the employer may end the employment relationship during the probationary period, sincerity and expertise of a worker. The trial period usually lasts three months. Provisions prohibiting probationary periods in employment agreements within that certain period. This is because the employment agreement lasts for a quite short time.¹¹

The protection of the law is necessary to guarantee equality and justice between employers and employees.¹² A legal agreement known as an employment contract serves to govern the relationship between employers and employees by outlining each party's rights and responsibilities.¹³ The creation of evolving labor laws, including new labor laws, modifications to employment standards, the impact of technology on work relations, and the function of the Omnibus legislation in labor laws, are all pertinent to this subject.

Government Regulation No. 35 of 2021 covering Certain Time Work Agreements, Outsourcing, Work and Rest Time, and Termination of Term Employment was created as a result of the 2020 Job Creation Law on Employment, which modified the Certain Time Work Agreement Contract, can be created for a maximum of 5 years and if the deadline has passed and the project has not been completed.¹⁴ Therefore, the employer and employee might agree on a timeframe to prolong the employment arrangement. The duration of a fixed-time employment contract, including any extensions, cannot be more than five years.¹⁵ Law No. 13 of 2003 on Manpower stipulates that an employment agreement is legally valid if it is made by both parties, can be legally enforced, specifies the work to be performed, and is complied with.¹⁶

¹¹ Narita Adityaningrum and Wahyudi Siswanto, "Transparansi Perjanjian Kerja Waktu Tertentu (PKWT) Yang Berkeadilan Di Lingkungan Perusahaan Sektor Tekstil , Sandang Dan Kulit (Sektor TSK) Kabupaten Tangerang," *Jurnal Pendidikan Tambusai* 6, no. 2 (2022): 12961–71, file:///C:/Users/User/Downloads/astuti,+556.+G+Narita+Adityaning+12961-12971.pdf.

¹² Iman Teguh Santoso et al., "Labor Law Protection, Efforts to Improve Worker Welfare," *IKAMAKUM Journal* 3, no. 1 (2023): 124–34, file:///C:/Users/User/Downloads/openjurnal,+12.+Iman+Teguh+Santoso,+124-134.pdf.

¹³ Rena Putri Nirwana and Ratih Damayanti, "Employment Contracts and Legal Protection of Workers' Rights and Obligations in the Employment System in Indonesia," *Media Legal Indonesia (MHI)* 2, no. 4 (2024): 523–29, file:///C:/Users/User/Downloads/933-2741-1-PB-2.pdf.

¹⁴ Indah Kesuma and Aloysious Uwiyono, "Outsourcing Workers Legal Protection Under The Post Validation Of Job Creation Law," *Unram Law Review* 6, no. 1 (2022), <https://doi.org/10.29303/ulrev.v6i1.220>.

¹⁵ Evanto Pandora Manalu et al., "Legal Position of Employment Agreement after the Enactment of Government Regulation in Lieu of Law (Perpu) Number 02 of 2022 Concerning Manpower," *Justisi* 10, no. 3 (2024): 535–46, <https://doi.org/10.33506/js.v10i3.2420>.

¹⁶ MS Alfarisi et al., "Penerapan Kontrak Perjanjian Kerja Di Indonesia Dalam Perspektif Kitab Undang-Undang Hukum Perdata (KUHper)," *Legalitas: Jurnal Hukum* 15, no. 1 (2023): 91, <https://doi.org/10.33087/legalitas.v15i1.440>.

Despite having a contract that complies with the Labor Law's rules and is detailed in the Company's regulations, the business is not immune to labor relations conflicts. The interaction between employers and employees that takes place once an employment contract is in place is known as employment relations.¹⁷ An employment relationship is a kind of legal bond that forms or is created once an employer and employee enter into an employment agreement.¹⁸

Due to their same legal position, employees and business owners must get the same treatment under the law, but sociological research makes this difficult because the entrepreneur is not the only party with money.¹⁹ The number of job postings and the number of individuals or workers in need of employment are never equal.²⁰

Employment agreements that contradict points 1 and 2 can be canceled, while employment agreements that violate points 3 and 4 are not legally valid. The employer is responsible for doing everything necessary to complete the employment agreement. There are no changes to the 2020 Job Creation Law on Manpower, and this is referred to as the material condition of the employment agreement. The legal issues discussed in this article are, as stated in the introduction, exactly how the law protects employees who work at certain times to ensure equal rights and obligations and do not discriminate, and how employment agreements are implemented in line with Laws Nos. 11 of 2020 and No. 13 of 2003. This study attempts to identify the kind of protection that is applied in order to carry out a certain term employment agreement, as well as to describe the application of the rights and responsibilities outlined in the employment contract.

¹⁷ Panca Ipunk Rahadjie, Ma'ruf Hafidz, and Andika Prawira Buana, "Legal Protection for Workers with Fixed-Time Work Agreement Status at PT. Fajar Graha Pena di Kota Makassar," *Journal of Lex Generalis (JLS)* 3, no. 3 (2022): 404–17, file:///C:/Users/User/Downloads/1000-Article Text-4319-1-10-20220728.pdf.

¹⁸ Christian Isacc and Alexander Alianto, "Perjanjian Kerja Antara Pemberi Kerja PT. Home Credit Indonesia Dan Pekerja," *Lex Administratum* XI, no. 04 (2023), <https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/48553/42831>.

¹⁹ Nyoman Satyayudha Dananjaya, "Questioning the Regulations for Labor Relations Flexibility in Indonesia: A Perspective of Employment Creation Law," *Pancasila and Citizenship Education Scientific Journal* 8, no. 1 (2023): 1–11, <http://journal2.um.ac.id/index.php/jppk>.

²⁰ Rani Sholatia, Hardiani Hardiani, and Candra Mustika, "Analisis Faktor-Faktor Yang Mempengaruhi Lama Mencari Kerja Bagi Tenaga Kerja Terdidik Dalam Memperoleh Pekerjaan Di Kota Jambi (Studi Kasus: Instansi Pemerintahan Kota Jambi)," *E-Jurnal Ekonomi Sumberdaya Dan Lingkungan* 11, no. 1 (2022): 41–52, <https://doi.org/10.22437/jels.v11i1.18127>.

Method

This kind of writing research is normative juridical, meaning it draws on legal precedent and literary works. Normative legal research uses secondary data that includes primary and tertiary legal materials. Subsequently, already existing laws are applied in practice in society. This study used two approaches: the statutory approach, which looks at the rules and legislation pertaining to the legal matters discussed, as well as the conceptual framework. Examine the viewpoints and professional opinions about the topics the writer will investigate to provide them with information regarding protection throughout the implementation of a temporary work contract. Qualitative descriptive analysis is used for data analysis, namely displaying data descriptively and analyzing qualitatively, when information gathered from the literature is analysed and presented in a string of phrases or words that can clearly illustrate the issue being studied, so that it is analyzed and presented descriptively to reach conclusions about the problem under study.

Results and Discussion

Legal Protection of Employees at Certain Times to Ensure Uniform Rights and Obligations and Treatment Without Discrimination

Considering the development of the world of efforts and the interests of entrepreneurs, the protection of the workforce is to ensure that workers receive equal treatment without discrimination based on any grounds and to protect their fundamental rights. In addition, labor protection is also aimed at safeguarding the well-being of employees and their families.²¹ The 2020 Job Creation Law on Manpower is one of the laws about worker protection. Regulations No. 35 and 36 of 2021, respectively, address time-specific work agreements, outsourcing, relaxation and work schedules, and dismissal.²²

Depending on the skills and interests of the involved labour force, no worker should be denied a good job or a good wage because of their gender, ethnicity, color,

²¹ Dian Hardian Silalahi. SH. MH Dr. H. Kusbianto. SH. MH, *Hukum Perburuhan* (Medan: Enam Media, 2020), [http://repository.dharmawangsa.ac.id/630/2/Buku Hukum Perburuhan.pdf](http://repository.dharmawangsa.ac.id/630/2/Buku%20Hukum%20Perburuhan.pdf).

²² Imam Sofii Toha et al., "Analisis Yuridis Kompensasi Pada Peraturan Pemerintah Nomor 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya (Outsourcing), Waktu/Jam Kerja Dan Waktu Istirahat, Dan Pemutusan Hubungan Kerja," *Wajah Hukum* 7, no. 2 (2023): 350, <https://doi.org/10.33087/wjh.v7i2.1254>.

religion, or political beliefs. This includes treating those with impairments equally. Some regulations protect labor or workers. Exactly :²³

1. Machinery work safety is covered by the work safety norms, instruments of labour, materials, workmanship processes, workplace conditions, and how to perform work.
2. Occupational health and company health standards include ensuring that workers remain safe, delivering healthcare, and establishing guidelines for workplace health.
3. Work norms maintain labor rights in general through a pay structure, vacation time, manners, and faith to preserve employee productivity.
4. Norms regarding work accidents, which include compensation for treatment or rehabilitation as a result of work accidents and work-related diseases, for which heirs are entitled to receive compensation.

All social security programmes governed by Law No. 3 of 1992 have been replaced by 2011's Law No. 24. Regarding Labor, BPJS took over Social Security, here BPJS Ketenagakerjaan is responsible for Death insurance, workplace accident insurance, and pension insurance, and Old Age Insurance, while BPJS Health is now responsible for Health maintenance insurance programs. A significant socioeconomic factor influencing health is employment.²⁴ A substantial amount of research demonstrates how beneficial paid work is for one's health and happiness.²⁵ A few sections of the 2020 Job Creation Law, specifically the fourth section pertaining to BPJS Employment, have been amended over time. One of the provisions that changed was Law No. 24 of 2011 addressing BPJS's Article 83 Point 1, which modified Article 6 Paragraph (2), which added additional provisions on social security programs.

²³ Muhammad Amin Effendy et al., "Implementasi Dan Permasalahan Mengenai Perjanjian Kerja Waktu Tertentu (Pkwrt) Pasca Berlakunya Undang-Undang Ciptakerja," *Jurnal Ilmiah Galuh Justisi* 11, no. 1 (2023): 135, <https://doi.org/10.25157/justisi.v11i1.10038>.

²⁴ Ahmad Fauzi, Haqiqi Rangkuti, and Urmatul Uska Akbar, "Pengaruh Sosial Ekonomi Terhadap Kepemilikan Jaminan Kesehatan Tenaga Kerja Informal Di Sumatera Utara," *Media Riset Ekonomi Pembangunan* (MedREP), 2024, file:///C:/Users/User/Downloads/94.+Ahmad+Fauzi+Haqiqi+Rangkuti+562-573.pdf.

²⁵ Huyen Lai, Clemence Due, and Anna Ziersch, "The Relationship between Employment and Health for People from Refugee and Asylum-Seeking Backgrounds: A Systematic Review of Quantitative Studies," *SSM - Population Health* 18, no. March (2022): 101075, <https://doi.org/10.1016/j.ssmph.2022.101075>.

This program is organized by BPJS Ketenagakerjaan (Social Security Administration Agency for Employment) as stipulated in Article 5 paragraph (2) letter b, which covers: work accident insurance, old age insurance, retirement, death insurance, and unemployment insurance.²⁶ Law No. 13 of 2003 concerning Manpower, in particular Article 86 paragraph (1), protects the right to job safety and health protection. Thus, entrepreneurs must implement it methodically and cohesively into the business's management framework. The 2020 Job Creation Law on Manpower states, this protection aims to ensure the safety and workers and labourers to attain maximum productivity through minimal workplace regulation, prevention of occupational diseases and accidents, health promotion, treatment, and rehabilitation.²⁷

In order to safeguard labourers and employees, employment is a very important component.²⁸ Regulations on wages were removed, amended, and first presented in the 2020 Manpower and Job Creation Law. Law Number 13 of 2003 concerning Manpower should only specify the minimum wage type when it goes into force, Article 81 Point 25 between Article 88 and Article 89 inserts Articles 88A to Article 88E of the 2020 Law on Job Creation about Manpower, which covers the idea of computed wages in units of hours and results calculated in units of hours. In addition, there are rules for wages. Wages have been expressly stipulated in the 2020 Job Creation Law on Manpower, Law No. 13 of 2003 on Manpower, Article 88, Paragraph 1, is amended by Article 81 Point 24: " Each worker is entitled to a respectable human life."²⁹

According to the explanation of the article, the amount that laborers or workers receive from the results of their labor to support their families and their own reasonable needs is known as income that satisfies a decent livelihood., including clothing, food,

²⁶ Fithriatus Shalihah and Siti Alviah, "Examining the Role of BPJS Employment Indonesia in Ensuring Social Security for Migrant Workers in Hong Kong," *Journal of Indonesian Legal Studies* 8, no. 2 (2023): 1197–1266, <https://doi.org/10.15294/jils.v8i2.74703>.

²⁷ Adam Ilham Fabian, Lego Karjoko, and Fatma Ulfathun Najicha, "Analisis Pengaturan Perlindungan Hukum Keselamatan Dan Kesehatan Kerja Pada Pekerja Kurir Ekspedisi Ditinjau Dari Asas Keadilan Pancasila," *Terang : Jurnal Kajian Ilmu Sosial, Politik Dan Hukum* 1, no. 1 (2024): 224–35, <https://doi.org/10.62383/terang.v1i1.91>.

²⁸ Ariani Oktavia, Lu Sudirman, and Junimart Girsang, "Kebijakan Pemberian Kompensasi Terhadap Pekerja Perjanjian Waktu Tertentu Di Kabupaten Karimun" 5, no. 2 (2023): 1831–44, <https://doi.org/10.37680/almanhaj.v5i2.3490>.

²⁹ Eva Maya Sari et al., "Tinjauan Yuridis UU Cipta Kerja Terhadap Pengupahan Yang Layak Era Pandemi Covid-19," *Jurnal Hukum Dan Sosial Politik* 1, no. 2 (2023): 223–37, <file:///C:/Users/User/Downloads/Jurnal+Hukum+dan+Sosial+Politik+-+VOLUME+1,+NO.+2,+Mei+2023+halaman+223-237.pdf>.

shelter, security in old age, leisure, health, and education.³⁰ Article 81, Point 25 lists the salary parameters used in the 2020 Job Creation Law on Manpower. Article 88A is subsequently introduced, and it says the following:³¹

1. Throughout the time that employers and employees are in employment, workers' rights to wages begin and end.
2. For the same work, every employee is entitled to equal compensation.
3. Employers are responsible for paying workers or laborers according to the agreement.
4. The wages stipulated by law shall not be lower than those stipulated by law. Lower wage rates may be established via agreements between businesses and employees or trade unions.
5. Should the agreement outlined in paragraph (4) be inadequate or not compliant with the law, the contract is null and void in law. Wage agreements are implemented in compliance with applicable laws and regulations.
6. Employers are subject to fines equal to a specific proportion of employees' pay or laborers if they are late in paying their workers due to their fault or negligence.
7. If a worker or laborer commits an offence due to negligence or willfulness, they may be subject to fines.
8. The government imposes fines on employers and/or workers who do not pay their wages.

Article 81, Point 24 of the 2020 Job Creation Law on Manpower amends Article 88, first paragraph, of Law No. 13 of 2003 on Manpower to provide more acceptable compensation. Thus, the government enforces wage regulations according to the time unit listed in Article 81, Point 25, which adds the sound of Article 88B and also stipulates the existence of a minimum wage regulated under Paragraphs (3) and (4) of Article 88 of the 2020 Law on Job Creation. The 2020 Job Creation Law on Manpower's Article 81 Point 25 states that the applicable minimum wage is divided, which includes paragraphs (2) and (3) of Article 88C, which states: "Under certain conditions, the governor may establish a

³⁰ Yono Yono and Amie Amelia, "Upah Perspektif Islam Dalam Pengembangan Ekonomi," *Al-Infaq: Jurnal Ekonomi Islam* 12, no. 1 (2021): 121, <https://doi.org/10.32507/ajei.v12i1.945>.

³¹ Winsherly Tan, "Analisis Yuridis Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja Dalam Bidang Ketenagakerjaan," *Dialogia Iuridica* 13, no. 2 (2022): 046–064, <https://doi.org/10.28932/di.v13i2.3630>.

minimum wage for a district or city”. There must be a greater minimum wage in paragraph (2) than the minimum wage in the province. Following Government Regulation No. 36 of 2021, Article 23 paragraph (1) concerning wages, namely the lowest monthly wage is the minimum wage with a salary without allowances and fixed allowances, and basic salary.³²

It is established that a positive correlation exists between the leverage of the Company and employee compensation, resulting from a lack of job security.³³ We are unsure, but how would the leverage-wage relationship alter when employers can genuinely promise more job security, like when the government enacts labour laws? Enterprises would be under less pressure to increase pay to offset high unemployment risk because labour protection laws genuinely increase employees' job security. This is especially true for heavily indebted businesses where the salary-leverage relationship is more evident. Given that companies can legitimately provide greater job security in such a scenario, it is anticipated that the implementation of worker protection regulations will mitigate the impact of leverage on wages.

Law No. 13 of 2003 and No. 11 of 2020 About Work Agreement

An agreement between an employer or business and an employee that is designed to carry out an employment contract for a certain sort of work or time is known as a fixed-term employment agreement.³⁴ Furthermore, the position, pay, perks, and perks are governed by a fixed-term work contract, and facilities of the worker, as well as other matters governing the employment relationship personally. The Company's long-term employment agreement can last only up to five years. Furthermore, if the Company wants to retain its employees, it must appoint them as permanent employees. Legal smuggling, which includes breaking the duration of a particular employment contract, is very

³² S R Anggara, “Pengupahan Dibawah Upah Minimum Bagi Usaha Mikro Kecil Dan Menengah (Umkh) Menurut Peraturan Pemerintah Nomor 36 Tahun ...,” *Journal of Law (Jurnal Ilmu Hukum)*, 2023, 1–16, <http://ejurnal.untag-smd.ac.id/index.php/DD/article/view/6703%0Ahttp://ejurnal.untag-smd.ac.id/index.php/DD/article/download/6703/6100>.

³³ Huainan Zhao Ahmet Karpuz, Di Luo, Rongbing Xiao, “The Effect of Labour Protection Laws on the Relationship between Leverage and Wages,” *Journal of Banking & Finance* 148 (2023), <https://doi.org/https://doi.org/10.1016/j.jbankfin.2022.106722>.

³⁴ Rudi Avianto, Endeh Suhartini, and Achmad Jaka Santos Adiwijaya, “Perbandingan Sistem Hubungan Kerja Pkwt Dan Pkwt Dalam Upaya Peningkatan Kesejahteraan Pekerja,” *Jurnal Ilmiah Living Law* 14, no. 2 (2022): 154–67, <https://doi.org/10.30997/jill.v14i2.6361>.

common. Additional practice after the contract is concluded, the employee reappplies to the same Company.

Employment agreements are defined as follows in Government Regulation No. 35 of 2020, Article 1 Number 9, on Specific Time Work Agreements, Outsourcing, Working and Resting Times, and Termination of Employment: " An employment agreement is a written contract between an employer and employee that specifies the conditions of employment, rights, and obligations of each party."³⁵ There are two parties to a time-limited employment contract: one party is the employer, and the other party is the other. The employment agreement should be drawn up, indicating when the employee must complete their work.³⁶

It is possible to sign an employment contract for a set amount of time or for an unlimited amount of time. PKWTT does not have a renewal issue because this type of work agreement lasts until the conclusion of the agreement.³⁷ Law Number 13 of 2003 does not govern PKWTT extensions since, in contrast to PKWT, which has an agreement duration, PKWTT cannot be prolonged as workers/laborers have become permanent employees.

Law No. 13 of 2003 does not control the notice of termination of work for legal reasons; it only governs the notification of renewal of employment agreements.³⁸ When determining the employment connection for legal purposes after the allotted period has passed, it usually requires that the worker's or laborer's job be exhausted by the end of the allotted time and that the employer cannot transfer it to another area of their business.³⁹

Article 1 Number 10 of Government Regulation No. 35 of 2021 about Specific Time Work Agreements stipulates that outsourcing, scheduling and taking breaks, as well

³⁵ Thrisya Elisabeth Engelina Ch. A. Jemmy Sondakh. Edwin Neil Tinangon Langi, "Tinjauan Yuridis Mengenai Pekerja Yang Mengundurkan Diri Sebelum Masa Perjanjian Kerja Waktu Tertentu (Pkwt) Berakhir," *Lex Administratum* 12, no. 2 (2024): 257–67, file:///C:/Users/User/Downloads/Jurnal+Thrisya+Elisabeth+Engelina+Ch.+A.+Langi+(1).pdf.

³⁶ Mahdi Haidar, "Reformulasi Ketentuan Masa Kerja Pada Perjanjian Kerja Waktu Tertentu Berdasarkan Jangka Waktu," *Masalah-Masalah Hukum* 51, no. 2 (2022): 179–87, <https://doi.org/10.14710/mmh.51.2.2022.179-187>.

³⁷ I Nengah Darmita, "Workers' Rights in Fixed-Time Work Agreements," *Widyasrama*, no. 0852 (2021): 92–103, file:///C:/Users/User/Downloads/1194-Article Text-2721-2-10-20220130-2.pdf.

³⁸ Aldi Trendi, "Legal Analysis of Indefinite Time Work Agreements (PKWTT) orally in the perspective of Law No. 11 of 2020 on Job Creation," *Journal of Law, Humanities and Politics (JIHHP)* 4, no. 6 (2024): 2647–61, file:///C:/Users/User/Downloads/62+jurnal+ciptaker+Dinastirev-JIHHP.pdf.

³⁹ Rahmawati Kusuma and AD Basniwati, "Hak Pekerja Yang Mengalami Pemutusan Hubungan Kerja Berdasarkan Peraturan Pemerintah Nomor 35 Tahun 2021," *The Juris* 6, no. 2 (2022): 325–32, <https://doi.org/10.56301/juris.v6i2.599>.

as ending a job, the guidelines for putting certain time work agreements (PWKT) into effect certain time work agreements intended are: "A Certain Time Work Agreement (also known as PKWT) is an employment contract that creates an employment relationship between labourers or workers and employers for a specific amount of time or a specific job."⁴⁰

People should not be enslaved, extended, or enslaved in their working relationship with the Company because they are in a covenant bond. One way to realize harmonious, safe, and dynamic business relationships based on Pancasila is to make a time-specific work arrangement.⁴¹ Although the agreement is stated in as a "standard agreement", however, as mentioned Under Law No. 13 of 2003's Article 52 Regarding Manpower, the agreement satisfies all conditions necessary to be considered legally binding, the 2020 Job Creation Law on Manpower does not change this provision, relating to these provisions that have been applied in the Company, as the following example:⁴²

1. There is an agreement for those who bind themselves, which is determined by the presence of a signed employment contract between the parties that specifies the terms and is valid for a set amount of time.
2. The ability of the parties to make an employment agreement, the parties responsible for drafting an employment contract in this case, entails working with the employer.
3. The objective of the agreement is something specific that is meant here. In this case, a certain thing that can be determined is the type of work that is assigned to the employee at a certain time.
4. A contract for specified hours of work between the business and employees is not prohibited by law and does not contradict public decency and order. This is a lawful reason.

⁴⁰ Ghina Rahmania, Imam Budi Santoso, and Holyness N Singadimedja, "Legal Certainty on the Form of Outsourcing Work Agreements Based on the Regulation of the Minister of Manpower and Transmigration Number 19 of 2012 Concerning Conditions for Submission of Part of the Implementation of Work to Other Companies," *Legal Brief* 11, no. 2 (2022): 641–51, file:///C:/Users/User/Downloads/jonhariono123,+641-651+Ghina+Rahmania+pdf.pdf.

⁴¹ Nely Anggraeni, Indra Koswara, and Yopie Gunawan, "Analysis of Legal Protection of Labor in the Implementation of Layoff," *Legal Brief* 11, no. 2 (2022): 379–88, file:///C:/Users/User/Downloads/jonhariono123,+379-388+Sugina+Hidayanti+pdf.pdf.

⁴² Otti Ilham Khair, "Analisis Undang-Undang Cipta Kerja Terhadap Perlindungan Tenaga Kerja Di Indonesia," *WIDYA PRANATA HUKUM* 3, no. 2 (2021): 6, file:///C:/Users/User/Downloads/ojs_admin,+otti+45-63.pdf.

Employment agreements may be made orally or in writing. Normatively, written documentation ensures the parties' rights and responsibilities, so the evidentiary process will be easier in case of disputes.⁴³ However, it is undeniable that there are still many companies that do not or even do not make verbal employment agreements. This may be because human resources cannot do so or because of the common assumption that verbal employment agreements are better spoken than written.

The employment agreement's signature will establish the worker's and the Company's legal connection.⁴⁴ These legal relationships provide rights and responsibilities between employers and employees. Therefore, the legal relationship is the source of the rights and responsibilities that exist between employers and employees derived from the employment agreement.⁴⁵ All parties, including employers and workers, possess both duties and rights. Workers' rights are employers' rights; employers' rights are workers' rights, by contrast. Therefore, the duties and rights of employees and enterprises correlate with each other as a result of labor.⁴⁶

Regulation No. 35 of the Government of 2021 about Employment Termination, Working and Resting Hours, Specific Time Work Agreements, and Outsourcing, according to Article 8, Paragraphs (1) and (2):⁴⁷

1. PKWT may be created for a maximum of five years following the deadline specified in Article 5, Paragraph 1.
2. If the period of PKWT mentioned in the paragraph has expired while the completed job is still outstanding, for the duration that they and the worker or

⁴³ Nur Hana Oktaviani, Muthia Sakti, and Atik Winarti, "Legal Certainty Of Oral Employment Agreements On Workers' Rights Carried Out By Termination Of Employment," *International Journal of Law and Society* 1, no. 3 (2024): 250–57, <https://doi.org/10.62951/ijls.v1i3.114>.

⁴⁴ Rizka and Urug Muhammad Hatta, "Legal Protection of Employee Work Agreements with the Contract System Based on Law Number 6 of 2023 (Study of PT Sunwoo Garment Indonesia)," *YURISDIKSI: Jurnal Wacana Hukum Dan Sains* 19, no. 3 (2023): 321–33, <https://doi.org/10.55173/yurisdiksi.v19i3.207>.

⁴⁵ Anak Agung Sagung Ngurah Indradewi and Ni Luh Ade Krisnatalingsih, "Juridical Review of the Legal Position of Employment Relations Without A Written Employment Agreements," *Law Doctoral Community Service Journal* 1, no. 1 (2022): 14–20, <https://doi.org/10.55637/ldcsj.1.1.4451.14-20>.

⁴⁶ Faridha Ath Thooriq, "Perlindungan Hukum Dan Hak Asasi Manusia Terhadap Pekerja Kontrak Di Indonesia (Implementasi Berdasarkan Undang-Undang Ketenagakerjaan)," *Gema Keadilan*, no. July (2023): 1–23, file:///C:/Users/User/Downloads/20428-70495-1-SM.pdf.

⁴⁷ Republik Indonesia, "Peraturan Pemerintah Nomor 35 Tahun 2021 Tentang Perjanjian Kerja Waktu Tertentu, Alih Daya, Waktu Kerja Dan Waktu Istirahat, Dan Pemutusan Hubungan Kerja [Government Regulation Number 35 of 2021 Concerning Work Agreements for Certain Time, Outsourcing, W.]"

labourer have agreed upon, employers may prolong the PKWT as long as the PKWT's overall duration and any extensions don't exceed five (five) years.

In addition, the 2020 Job Creation Law on Manpower includes one article in Article 81, point 42 between Articles 154 and 155. In this case, Article 154A may list the grounds for leaving one's job as follows:⁴⁸

1. If a business takes over, merges, or splits into other entities, the labourer or labourers will not take new assignments, or the employer will not allow them to continue working.
2. Companies perform efficiencies after closing, or even before closing, leading to losses.
3. The business was shut down after two years of consistent losses.
4. Emergencies cause companies to close (force majeure).
5. The Company is in a situation where debt repayment has been delayed.
6. Insolvent Company;
7. In cases where workers or laborers apply for termination, employers perform the following actions;
 - a. Insulting or threatening employees or employees;
 - b. Request and/or ask employees to commit acts contrary to the law;
 - c. For a minimum of three months in a row, failing to pay employees on time, even if employers pay employees on time thereafter.
 - d. Not fulfilling the responsibilities that have been assigned to the employee or employees.
 - e. Instruct employees to perform tasks that do not go according to plan.
 - f. Even if it's not specified in the employment agreement, provide labour that puts employees' lives, health, safety, and decency in jeopardy.
8. The Industrial Relations Dispute Resolution Agency's ruling states that employers do not take action as stated in letter g against labourers' or workers' applications. As a result, the decision to end the job was made by the employer.
9. Employees must be qualified to resign of their own volition:

⁴⁸ Country Comparative Guides, “Comparative Guides 2024 The Legal 500 Indonesia Employment And Labour,” *Legalase*, 2024, https://www.abnrlaw.com/files/document/Legal500_Employment20241.pdf.

- a. 30 days or more before the start date of the resignation, submit a resignation request in writing;
 - b. has no official ties;
 - c. until the resignation start date, he must still fulfill his responsibilities;
10. The employee or labourer has been called by the entrepreneur appropriately and written twice for 5 (five) working days or more in a row without giving written evidence, equipped with valid evidence.
 11. Workers or laborers who have been given the first warning letter commit violations of the agreement for work, corporate policies, or a collective bargaining agreement. Each of the other two is good for a minimum of six months, unless specifically stated otherwise in the collective labour agreement, corporate policies, or employment agreement.
 12. Due to detention by the authorities for suspected criminal acts, workers or laborers cannot work for 6 (six) months;
 13. If an accident at work results in a worker or labourer suffering from a chronic sickness or disability, and is unable to continue their work for more than twelve months, they are considered unable to perform their work.
 14. Retired workers;
 15. Deceased workers.

The rights and responsibilities that exist between an employer and employee are governed by the employment relationship. The rights and responsibilities of each party must be in balance.⁴⁹ Therefore, the fact that "workers' rights are employers' obligations" and "employers' rights are workers' obligations". Employees who have suffered greater disadvantages due to the non-permanent/contractual nature of their job relationships and their lower earnings, social welfare, even in the event that it is merely minimal, both job security and career advancement are guaranteed to be absent. Consequently, using outsourcing in these situations will harm employees.⁵⁰ The primary reason for using outsourcing is to cut labour expenses, but the protection and working conditions it provides are significantly worse than they should be, making it extremely harmful. To

⁴⁹ Safira Meisya Salsa Bina, "Asas Keseimbangan Dalam Hukum Perjanjian," *Journal Sains Student Research* 1, no. 2 (2023): 871–80, <https://doi.org/10.61722/jssr.v1i2.324>.

⁵⁰ Kadek Agus Sudiarawan et al., "The Indonesian Outsourcing Workers' Rights in the Tourism Business Sector: Toward Better Protection?," *Lentera Hukum* 10, no. 3 (2023): 365–90, <https://doi.org/10.19184/ejllh.v10i3.43325>.

solve the problem of the rising unemployment rate, in regards to job creation, the government issued Law Number 11 of 2020.

The Law No. 13 of 2003 about Manpower's Article 156 paragraph (1) is amended by Article 81 point 44 of the 2020 Job Creation Law on Manpower, as follows: Workers are entitled to compensation from the Company where they work if their employment ceases: "If the employment connection ends, the employer must offer severance compensation, service period rewards, and restoration of rights that should have been granted."

Conclusions

In Indonesia's employment system, employment contract agreements are a crucial legal instrument for controlling the interaction between employers and employees. In compliance with applicable laws, including the Labor Law and other regulations, employment contracts are used as a tool to safeguard employees' rights in addition to providing the foundation for regulating rights and duties. Numerous laws that defend fundamental rights, including the right to fair compensation, good work, health and safety protection, and the ability to form a union, govern worker protection. It is intended that a detailed employment contract will facilitate a harmonious working relationship between employers and employees, free from unresolvable conflicts. Legal safeguards for employees must be revised often to reflect social and technical advancements in order to ensure that their rights are upheld, particularly when confronted with more complicated issues.

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